



CITY OF COLLEGE PARK, MARYLAND
REQUEST FOR CONSTRUCTION BID PROPOSALS
RFP No. CP-21-02

HOLLYWOOD COMMERCIAL DISTRICT
STREETSCAPE PROJECT

Bid Documents

Issued by
City of College Park, Maryland
Department of Planning and Community Development
CONTACT: Terry Schum, AICP, Planning Director
Telephone: 240-487-3538, cell 202-271-7927
Email: tschum@collegeparkmd.gov

Issue Date
January 8, 2021

Questions Due
January 22, 2021 at 4:00 p.m.

Virtual Pre-Bid Meeting
January 15, 2021 at 2:00 pm
(link included)

Bid Submissions Due
February 12, 2021 at 2:00 p.m.
College Park Finance Department, 8400 Baltimore Avenue, Suite 375
College Park, MD 20740

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RFP No. CP-21-02
Hollywood Commercial District Streetscape Project

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CITY OF COLLEGE PARK, MARYLAND
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Hollywood Commercial District Streetscape Project

I. ADVERTISEMENT AND BID REQUIREMENTS

The City of College Park (“the City”) requests bid proposals from licensed contractors to construct public streetscape improvements in the Hollywood Commercial District located along Rhode Island Avenue between Muskogee Street and Ontario Road. The purpose of the project is to improve pedestrian, bicycle and bus facilities, create more usable public space, and to improve the aesthetics and visually unify the streetscape to provide a distinct sense of place for the Hollywood neighborhood. The work includes roadway upgrades, traffic calming, intersection improvements, protected bike lanes, pedestrian street lighting, street trees, and removal of the first block of service lanes north of Edgewood Road to create pedestrian amenity spaces (parklets) with decorative plazas, site furnishings and landscaping.

All facilities shall be constructed as specified in the plans, drawings, technical specifications, and bid documents, all forming the contract documents (the “Contract Documents”). The Project Manager for this project is Terry Schum, Director of Planning and Community Development, telephone: 240-487-3538 (office), 202-271-7927 (cell), e-mail: tschum@collegeparkmd.gov.

Bids shall be delivered electronically via pdf with the subject line of HOLLYWOOD COMMERCIAL DISTRICT STREETSCAPE PROJECT CP-21-02 to Gary Fields, Finance Director at gfields@collegeparkmd.gov with a copy to Project Manager Terry Schum at tschum@collegeparkmd.gov. A receipt will be sent by email. **All bids must be received no later than Friday, February 12, 2021 at 2:00 p.m.** at which time they will be publicly opened and read aloud via conference call. The call-in number and access code for the bid opening will be posted to the City’s website at least 5 days before the bid opening at <https://collegeparkmd.gov>. Bids received after the deadline will not be considered. Award of a contract will be made by the Mayor and Council of the City of College Park at a regular City Council meeting.

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents must be submitted by email on or before January 22, 2021 by 4:00 p.m. to Terry Schum, Project Manager, at tschum@collegeparkmd.gov. Responses will be provided by email to known bidders, and on the City’s website, by January 29, 2021.

Copies of the Contract Documents may be downloaded from the City’s website at <http://www.collegeparkmd.gov>. The Contract Documents consist of 1) Bid Documents (RFP No. CP-21-02), 2) Technical Specifications, 3) Plans and Drawings (Bid Set dated January 5, 2021) available at https://1drv.ms/b/s!Aj_waExeRSbbpgXyBTX0QcBFt3-D?e=RmvqHs and 4) Geotechnical Report from John D. Hynes and Associates dated July, 2021. 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.

II. INSTRUCTIONS TO BIDDER

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

Before submitting a bid, each Bidder must (a) examine the plans and specifications provided by the City thoroughly, (b) visit the site to familiarize himself with local conditions and on-going contracts that may in any manner affect performance of the Work, and (c) familiarize himself with federal, state, county and local laws, ordinances, rules and regulations affecting performance of the Work.

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 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.

2. PRE-BID MEETING

A pre-bid meeting will be held virtually on January 15, 2021 at 2:00 p.m. but is not mandatory. Potential bidders may access the pre-bid meeting at

<https://zoom.us/j/97529153736?pwd=SDhVeDBCM2o3S2VXRWk0WVBnM3kzUT09>

Meeting ID: 975 2915 3736

Passcode: 803969

One tap mobile:

+13017158592,,97529153736#,,,,*803969# US (Washington D.C)

3. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents must be submitted by email on or before January 22, 2021 at 4:00 p.m. to Terry Schum, Project Manager, tschum@collegeparkmd.gov. The Project Manager will issue an addendum to the RFP with the questions and answers on or before January 29, 2021. Any addenda will be posted to the City's website and provided to known bidders. In any event, it shall be the responsibility of the Bidder to ascertain whether any addenda have been issued by checking the City's website. Bidder must acknowledge the receipt (or mark "None" if applicable) of any addenda on their Bid Proposal Form. No questions will be accepted after the January 29, 2021 deadline. Upon award of

the bid, all questions concerning progress of the work shall be directed to the Project Manager or designee.

4. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter or computer, signed and submitted in electronic format (pdf). 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 Proposal Form. Proposals made on any other than the specified bid forms 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. Any proposed alternatives must be clearly noted in the bid.

Bids shall be delivered electronically with the subject line of HOLLYWOOD COMMERCIAL DISTRICT STREETSCAPE PROJECT CP-21-02, to Finance Director Gary Fields, at gfields@collegeparkmd.gov, with a copy to Project Manager Terry Schum at tschum@collegeparkmd.gov. A receipt will be sent by email. The call-in number and access code for the bid opening will be posted to the City's website at least 5 days before the bid opening. **All bids must be received no later than Friday, February 12, 2021 at 2:00 p.m.** at which time they will be publicly opened and read aloud via conference call. Bids received after the deadline will not be considered. Documents to be submitted with the Bid Proposal include:

- ✦ Bid Proposal Form
- ✦ Information Regarding the Bidder Form
- ✦ Non-Collusion Affidavit
- ✦ Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses
- ✦ Tentative Construction Schedule

A Bidder may submit only one bid proposal. 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 project, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been granted by the City.

No Bidder may withdraw a bid within 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. Any and all costs incurred in the development of Bids, i.e., preparing and submitting, on-site product/service demonstrations, on-site visits, oral presentations, travel and lodging, etc., shall be the sole responsibility of Bidder.

The City reserves the right to amend or cancel the RFP at any time at its sole discretion before the execution of a contract with the selected bidder.

Bidders must take into account in their bid that a state of emergency exists in Maryland due to the COVID-19 pandemic and that the construction of the Project is or may be impacted as a result. In the event of delays to the critical path of the construction schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the construction schedule as an equitable adjustment. Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional sanitary conveniences and cleaning should be included in the bid, as well as any expected delays in delivery of supplies or equipment. To the fullest extent possible, the City intends to resolve these issues in the bid process, and not as change orders.

5. BID BOND AND PERFORMANCE AND LABOR AND MATERIALS BONDS

A bid bond is not required in connection with a bid submittal. A performance bond and labor and materials bond for 100% of the contract amount of the work is required.

6. CONTRACT TIME

Work under the Contract shall be completed in accordance with a construction time schedule mutually agreeable to the parties. Work must begin within ten (10) days of notice to proceed and be completed within 280 days of notice to proceed. Any request for adjustments to the identified project schedule shall be made to the Project Manager when Contractor becomes aware of anticipated delays in receipt of materials or adverse weather, etc.. 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 Hollywood Commercial District Streetscape project is a public facilities improvement project to be constructed within road rights-of-way controlled by the City of College Park and Prince George's County. The project goals are to visually unify the streetscape, establish an identity for the commercial district, strengthen connections between commercial areas and residential areas, provide safe routes for pedestrians and cyclists of all ages, enhance and create value, strengthen businesses and attract new retail uses, and improve environmental and public health.

The work includes, without limitation:

- Reconstructing sidewalks along Rhode Island Avenue.
- Restriping vehicle lanes on Rhode Island Avenue to include protected bike lanes.
- Reconstructing bus stops on Rhode Island Avenue to provide additional amenities.
- Constructing three new parklet areas, one at the corner of Muskogee Street and Rhode Island Avenue, and two in the Rhode Island Avenue service lanes north of Edgewood Road.

- Reconstructing the intersection of Rhode Island Avenue and Niagara Road to enhance safety and accessibility.
- Constructing a new trail connection along Muskogee Street from Rhode Island Avenue to Narragansett Parkway.
- Improving safety at the intersection of Narragansett Parkway and Edgewood Road by reconstructing curb ramps and curb extensions.
- Landscaping throughout the project but focused in the parklet areas.
- Constructing three new stormwater management facilities utilizing precast filter structures and common reinforced concrete pipes, manholes and inlets.
- Installing new pedestrian-scale lighting.

The primary parklet features to be constructed or installed include timber frame structures, raised planter beds with seat walls, a stage area, site furnishings, lighting, and landscaping. Site landscaping incorporates extensive native plantings, preservation of several existing trees, and landscape screening along abutting properties. Lighting is proposed throughout the site. The Contractor will be responsible for obtaining and paying for all permits necessary to make connections for electric services and WSSC.

The City has filed permit applications for the site improvements with the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) which are pending final approval. This includes the Site Development Concept Plan. A notice to proceed will not be given until these permits have been issued by DPIE. All other required licenses and permits will be the responsibility of the selected contractor, including without limitation, electrical service, site certifications, and use and occupancy permits.

The selected contractor shall be responsible for the cost and provision of any third-party inspection requirements. The selected Contractor will be required to pay all necessary fees and post any necessary bonds to such authorities, and any regulatory agencies having jurisdiction for inspection or for the privilege or right to execute the Work as called for in the Contract Documents, and the Contractor shall include the cost of said fees in its bid. The selected Contractor shall be responsible for any "construction fees" to implement the construction of the project.

The full scope of work is shown on the plans and specifications as referenced in the Technical Specifications and the Bid Set Final Construction Plans dated January 5, 2021 https://1drv.ms/b/s!Aj_waExeRSbbpgXyBTX0QcBFt3-D?e=RmvqHs, which is included in the Bid Documents and incorporated herein by reference. The selected Contractor will be responsible for all work listed above, shown on the plans, and written on the project specifications constituting the Contract Documents, and all work that is incidental thereto. The Geotechnical Report from John D. Hynes and Associates dated July 2020 is attached and incorporated herein by reference as Attachment A.

DESCRIPTION OF ADD ALTERNATE BID ITEMS

The Project includes three additive alternative bids, described below:

1. ADD-ALTERNATE 1: To furnish and install Unilock Holland Premier Paver, or approved equal, in size, color, and finish, in quantity and location as specified on the Contract Documents for Paver A. Add Alternate 1 is generally between new concrete sidewalk and existing curb, east side of Rhode Island Avenue Station 102+80 to 109+75. Includes furnishing all material, labor, equipment, tools, and incidentals required to perform the work at the Contract unit price per square foot for Pavers and Contract unit price per square yard for Concrete Setting Bed – Pavers.
2. ADD-ALTERNATE 2: To furnish and install perforated aluminum umbrella, extruded aluminum post, and surface mount stand for non-collapsing umbrella at the manufacturer's recommendations at each café table in locations shown on the Contract Documents or as directed by the Engineer. Umbrella and surface mount stand "Altaire, Solstice" Umbrella, 87" diameter, 91" height, color and powder coat finish to match café tables, manufactured by Landscape Forms, or approved equal. Requires shop drawing and color sample for review and approval by the Engineer. Includes furnishing all material, labor, equipment, tools, and incidentals required to perform the work at the contract unit price each for Umbrella.
3. ADD-ALTERNATE 3: Perform 2" Hot Mix Asphalt Pavement Milling and place 2" Asphalt Superpave Mix 9.5mm for Surface on Rhode Island Avenue, from edge to edge, from Station 102+60 to 118+50, along with 30' of each intersecting street.

8. AWARD OF CONTRACT

The Contract will be awarded at the discretion of the Mayor and Council of the City of College Park. It is expected that the award will be made in February, 2021. 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, the 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 (10) days after the award and submit such other documents as required by the Contract Documents, including a current insurance certificate listing the City of College

Park as additional insureds with an additional insured endorsement for the duration of this Project. 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.

If the Bidder to whom the award is made shall fail to execute the Contract and performance bond hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive and 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.

10. PERFORMANCE AND LABOR AND MATERIALS BONDS

The successful Bidder will be required to give Performance and Labor and Materials Bonds within 10 business days after the execution 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 Materials bond shall be in the amount of 100% of the Contract Price.

11. 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.

13. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that any 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 are approximate only.

14. 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.

15. UNBALANCED BID

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

16. MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend the Bid Documents 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 available to all prospective bidders on the City's website at www.collegeparkmd.gov, eMaryland Marketplace and findrfp.com.

17. RECEIPT OF ADDENDA

All bidders will be required to acknowledge receipt of any addenda on their Bid Proposal Form.

18. EQUAL PRODUCTS, MATERIALS AND EQUIPMENT

Except as may be specifically indicated to the contrary elsewhere within the Bid or Contract Documents, the specification by description of or reference to any particular product or item of material or equipment by type, brand name, make, model, catalogue number or design description is intended only to establish a standard of quality and any product, material or equipment of equal quality which is also the functional equivalent of and possesses the salient characteristics found in the particular item so specified may be substituted therefore upon the approval of the Project Manager. Where, however, the Bid or Contract Documents specify any such particular product or item of material or equipment and indicate that no substitution for that particular item will be permitted; the use of the item so specified will be required. Unless approved by the Project Manager and incorporated into the Bid and Contract Documents by an Addendum thereto prior to receipt of Bids, the Bidder bears all risk of the denial of any post-contract award request for the approval of any proposed equal substitution and, in the absence of such approval, will be required to provide all particular products and items of material and equipment specified by the Contract Documents.

19. SUBSTITUTIONS

Substitutions are considered to be:

- ✦ Any change to the specifications in the Bid other than an "or equal" product.
- ✦ Any change to the specifications after the Bid opening.

No substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the City at least ten (10) work days prior to the date set for the opening of the Bid. Each request must include the name of the material or equipment for which it is to be substituted as well as a complete description of the proposed substitute including, as appropriate, drawings, cuts, performance and test data, and any other information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the Bidder. Substitutions must meet exact design and aesthetic intent to be considered.

The decision made by the Project Manager to approve or disapprove a proposed substitution will be final. If the representative approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum to the Bid document. Bidders must not rely upon approvals made in any other manner. The procedure also applies to requests for approval of "or equal" products prior to Bid opening. The City is under no obligation to consider any substitution after the Bid opening. However, if it is in the best interest of the City to consider a substitution, it may do so. Any substitutions that are accepted by the City after the Bid opening will be provided for in the contract or in an amendment to the contract, or by change order to the Contract.

III. TECHNICAL SPECIFICATIONS

Contractor shall provide biweekly forecast of construction activities to the Owner for coordination with City staff, residents and business owners.

Contractor shall provide monthly updates to the overall schedule of construction activities.

All work on this project shall conform to the Maryland Department of Transportation State Highway Administration's (MSHA) Standard Specifications for Construction and Materials dated 2020, revisions thereof or additions thereto (special provision inserts included).

This project has been designed in accordance with the requirements of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design. It shall be the responsibility of the Contractor to construct all facilities within ADA regulations regardless of construction tolerances.

CONSTRUCTION STAKEOUT AND AS-BUILTS

Construction stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated 2020, with the following exceptions:

The Contractor shall perform all construction stakeouts. The Contractor shall complete project as shown on approved plans. The City will not provide any construction stakeout for this project. Contractor shall use benchmark and layout information as shown on the plans.

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept onsite at all times. Any deviations from approved plans shall be marked, in red, on the as-builts.

As-built information (horizontal and vertical) shall be provided for all new facilities. All as-built information shall be blocked in and shown as thus.

The Engineer will develop the SWM As-Built package for DPIE review and approval, utilizing As-Built information provided by the Contractor.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved both DPIE and the City. The costs for as-builts shall be included in the appropriate pay item associated with the proposed construction. There shall be no separate compensation for this work.

Construction Stakeout will not be measured but will be paid for at the Contract lump sum price bid.

TESTING OF MATERIALS

The Contractor will be required to test materials and construction performed under this contract and provide results to the Owner. Testing shall be generally limited to:

- Taking and / or collecting samples of soil and/or other backfill materials for proctor tests,
- Performing proctor tests in a lab,
- Performing compaction tests on site,
- Taking concrete cylinder samples and testing compression strength.

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper,

acceptable and workman like manner and doing all such work in full compliance with these contract documents.

TRAFFIC CONTROL

Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed. The Traffic Control Plan (TCP) shall be prepared in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control. Plans should be prepared to scale on minimum 8 ½" by 11" sheets. Plans should address each phase of work required.

The person responsible for preparation of this plan shall have at least one year of experience completing Traffic Control Plans for projects of similar scope. Documentation of experience and the name of the plan preparer shall be submitted with the TCP. The TCP should delineate expected duration of each phase of traffic impact.

Steel plates shall be utilized to cover unfinished work areas. Steel plates shall be recessed and flush with adjacent paving. Saw cut all edges to correspond to dimensions of plates to be utilized. City Inspector shall approve the use and placement of all recessed plates. There shall be no specific payment for steel plates and shall be considered incidental to the appropriate pay item.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: Lane closures may only be utilized between the hours of 9am and 3:30 pm, Monday through Friday. Lane closures shall be in accordance with MDSHA standard details, unless otherwise approved by the Project Manager. All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager.

The Contract Plans outline a suggested detour plan for work at the intersection of Rhode Island Ave and Niagara Road. These road closures and temporary restrictions should be completed as quickly as possible but shall not exceed the durations noted on the plans, without prior approval from the City.

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing

traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions shall be installed as needed. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the 2020

MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials: The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc.: - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches to protect drop-offs greater than 6" within 15' of the travel lanes, and as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

EROSION AND SEDIMENT CONTROLS

All erosion and sediment controls shall be constructed according to the contract documents,

approved plans, and the Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil and Erosion Control. The contractor shall implement and maintain the controls as directed by the City Inspector.

The Contractor shall furnish and install erosion and sediment control and protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such times as the ground cover is sufficiently developed. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations pertaining to erosion, sediment and pollution control, including those promulgated by the State of Maryland, and shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses resulting from such work.

During construction, the Contractor shall make periodic inspections and maintain sediment control structures, including cleaning silt fences as directed to insure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter onto private properties.

The Contractor shall have an employee present on site at all times who has met the requirements for certification of responsible personnel in erosion and sediment control according Maryland State Law (Green Card). This employee shall have sufficient authority to install, maintain, adjust or otherwise implement approved sediment control measures.

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring.

Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Only those trees, shrubs and grasses shall be removed that are necessary for construction as designated by the plans; those remaining shall be protected to preserve their aesthetic and erosion control values. Temporary on-site structures and buildings shall be located to preserve the existing landscape and to minimize erosion, including that from construction traffic. If practicable, work shall be scheduled in seasons when erosion is less of a hazard, particularly for sites with steep slopes and erodible soils.

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established, and shall consist of planting temporary grass cover or other vegetation when feasible.

Other short-term protection shall include covering disturbed areas and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes.

Access roads shall be located and constructed so as to prevent erosion.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm drains are completed. Runoff shall be controlled by diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread its flow. Compacted

embankments; ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated. There shall be no specific pay item for diversions and surface water controls and it shall be considered incidental to the contract.

If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

SITE WORK

All demolition, removal, and disposal shall be performed according to the contract documents, approved plans and all applicable Federal, State and local laws, regulations and guidelines. Demolition shall generally be limited to removal of existing asphalt, concrete or structures and pipe as delineated and/or directed by the City Inspector in the field. Generally, these materials are to be disposed of legally by the contractor. The Contractor shall cut all existing asphalt and/or concrete surfaces with a power saw, such as a carborundum saw or diamond core drill, in such a manner as to create a tight, neat, straight water sealed joint. No "jackhammering" or tearing of the existing surfaces will be allowed. The Contractor shall protect all adjacent surfaces as necessary.

Saw cut existing asphalt or concrete according to Section 522.03 of Portland Cement Concrete Pavement Repairs and Section 505.03.02 Hot Mix Asphalt Patches of the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated 2020 and all addenda thereto.

All sawcuts shall be to the full depth of the curb and gutter, sidewalk or pavement being cut.

The Contractor shall perform work so adjacent structures, equipment, paving and materials, which are to remain, shall not be damaged. If damage occurs, the Contractor shall repair or replace the adjacent structures, equipment, paving and materials as directed by the City. Existing utilities damaged by demolition shall be replaced with the same material and quality as the existing utilities. Before construction begins, the Contractor shall inspect existing structures, equipment and paving that will remain in-place within and adjacent to the work area for existing defects and damage found during this inspection.

The Contractor shall perform the work in a manner that will not damage parts of the structure or facility not intended for removal. If, in the opinion of the City, the method of construction used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the City. Perform all cutting required regardless of whether such cutting is specifically indicated.

Examine the existing structures and make an estimate of cutting required and other conditions to be encountered in order to accomplish the work. No blasting will be permitted.

All equipment and materials within the limits of the construction, designated for removal, shall become the property of the Contractor.

Provide warning signs as required, for personnel and the public.

MAINTAIN EXISTING UTILITIES

The Contractor is required to contact Miss Utility at 1-800-257-7777 at least 72 hours before excavating in the vicinity of public utilities.

Before interfering with any utility service, the Contractor is to notify the affected utility companies. Notify all property owners, in advance, and coordinate any required service interruption with the owner and City Inspector including but not limited to electric, sanitary sewer, cable TV, and gas.

CARE OF WATER DURING CONSTRUCTION

The Contractor shall be responsible for dewatering all areas where necessary to perform work under this contract. All work shall be carried out in areas free from excessive water. The Contractor shall use necessary pumping and other equipment required for removal of water from the work for maintaining the excavations, foundation, and other parts of the work free from water as required or directed by the City for constructing the work. After having served their purpose, all temporary protective works shall be removed or leveled and graded to the extent required to prevent obstruction in any degree whatsoever of the flow of water. Furnishing, installing and maintaining all dewatering is incidental to this contract with no special compensation made for this work.

CLEARING & GRUBBING

Complete all clearing and grubbing as shown on the plans and/or contract documents or as directed by the City. All cleared and grubbed materials shall be legally disposed of off-site. Stumps for trees greater than 8" DBH shall be removed by grinding. Stumps shall also be ground if stump excavation will disturb existing facilities or private property, which is intended to remain. Stumps shall be ground a minimum one foot below subgrade to the satisfaction of the City. Trees within the LOD, but NOT marked on the contract documents as to be removed shall be protected using standard practice, or as directed by the engineer. Trees within the LOD, and marked as to be removed, shall be felled and the stump shall be removed as detailed above. Clearing and Grubbing will be paid for at the contract lump sum price.

REMOVAL OF TREES

Prior to performing any tree removal operations, the Contractor shall conduct a meeting including the contractors to perform operations, Landscape Architect, and Owner's representative to review tree protection measures, tree removal, Roadside Tree Permit, and schedule for maintenance of traffic required to perform operations.

Prior to the meeting, the Contractor shall identify with flagging trees designated for removal on the Contract Documents. The Landscape Architect shall field verify flagged trees at the meeting.

All work shall be performed by a Maryland Licensed Tree Expert; cost for services will be incidental to the unit price for Removal of Trees.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work, including stump removal, debris clean up and removal at the Contract unit price each for Removal of Trees. Refer to Section 714 – Tree Felling and Stump Removal, MDOT SHA 2020 Standard Specifications for Construction and Materials.

MAINTENANCE OF TRAFFIC

GRADED AGGREGATE BASE FOR MAINTENANCE OF TRAFFIC

HOT MIX ASPHALT FOR MAINTENANCE OF TRAFFIC

TEMP TRAFFIC SIGNS HIGH PERFORMANCE WIDE ANGLE RETROREFLECTIVE SHEETING

TYPE III BARRICADE FOR MAINTENANCE OF TRAFFIC

DRUMS FOR MAINTENANCE OF TRAFFIC

PORTABLE VARIABLE MESSAGE SIGN

The Contractor shall maintain traffic safely and efficiently through and around the area affected by the work throughout the duration of the contract as specified in Section 104.02 of the MSHA Standard Specifications and the TRAFFIC CONTROL section of the Technical Specifications. Maintenance of Traffic shall include any temporary facilities for access including temporary lighting, temporary signs, construction fencing, or any other temporary facility required. Maintenance of Traffic will not be measured but will be paid for at the contract lump sum price, and each individual bid item listed will be measured.

TEMPORARY ORANGE CONSTRUCTION FENCE

Prior to performing any tree removal or clearing and grubbing operations, the Contractor shall install temporary orange construction fence in locations designated on the Contract Documents. The Contractor shall flag locations of temporary orange construction fence for field verification by the Landscape. Temporary orange construction fence shall be maintained throughout the duration of the project.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price per linear foot for Temporary Orange Construction Fence. Refer to Section 120 – Tree Preservation, MDOT SHA 2020 Standard Specifications for Construction and Materials.

CONSTRUCTION STAKEOUT

The Contractor shall furnish, place, maintain construction layout stakes as specified in the CONSTRUCTION STAKEOUT AND AS-BUILTS section of the Technical Specifications. Construction Stakeout will not be measured but will be paid for at the contract lump sum price.

MOBILIZATION

This work shall consist of the construction preparatory operations, including the movement of personnel and equipment to the project site and the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work as specified in Section 108 of the MSHA Standard Specifications. Mobilization will not be measured but will be paid for at the contract lump sum price.

DEMOLITION OF SERVICE LANES

Contractor shall remove existing curb, asphalt, and concrete sidewalk within the existing service lane generally between Edgewood Road and Nantucket Road on both the East and West sides of Rhode Island Avenue within the limit of disturbance and as shown on the Contract Documents. Contractor shall make provisions as needed to protect in place underground or overhead utilities, signal poles, or signage to remain; if damage occurs, Contractor shall replace at no additional cost to the Owner.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work and dispose of debris and materials at the Contract unit price bid for each pertinent excavation and pavement removal item.

CLASS I EXCAVATION

CLASS 1-A EXCAVATION

TEST PIT EXCAVATION

REMOVAL OF EXISTING PAVEMENT

REMOVAL OF EXISTING MASONRY

Contractor shall perform excavation and removal of existing pavement as specified in the Contract Documents or as directed by the Engineer at the contract unit price per cubic yard, for all classes as specified in Sections 201 and 402 of the MSHA Standard Specifications.

SELECT BORROW
COMMON BORROW

Contractor shall furnish and install select and common borrow as specified in the Contract Documents or as directed by the Engineer at the contract unit price per cubic yard as specified in Section 203 of the MSHA Standard Specifications.

SWM-1 FORTERRA MWS-L-8-12-5
SWM-2 FORTERRA MWS-L-8-12-7
SWM-3 FORTERRA MWS-L-4-8-4
SWM FORTERRA INSTALLATION

Contractor shall furnish and install Modular Subsurface Flow Wetland Systems (MSFWS) as specified in the Contract Documents or as directed by the Engineer. Measurement and payment for the MSFWS systems shall be per each for each facility, and per lump sum bid for installation. The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work.

Modular Subsurface Flow Wetland Systems (MSFWS) are used for filtration of stormwater runoff including dry weather flows. The MSFWS is a pre-engineered biofiltration system composed of a pretreatment chamber containing filtration cartridges, a horizontal flow biofiltration chamber with a peripheral void area and a centralized and vertically extending underdrain, the biofiltration chamber containing an absorptive media mix which does not contain any organic material and a layer of plant establishment media, and a discharge chamber containing an orifice control structure. Treated water flows horizontally in series through the pretreatment chamber cartridges, biofiltration chamber and orifice control structure.

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The manufacturer of the MSFWS shall be one that is regularly engaged in the engineering design and production of systems developed for the treatment of stormwater runoff for at least (10) years, and which have a history of successful production, acceptable to the engineer of work. In accordance with the drawings, the MSFWS(s) shall be a filter device Manufactured by Bio Clean or assigned distributors or licensees. Bio Clean can be reached at:

Corporate Headquarters: Bio Clean
398 Via El Centro Oceanside, CA 92058
Phone: (855) 566-3938
Fax: (760) 433-3176
www.biocleanenvironmental.com

Shop drawings are to detail the MSFWS and all components required and the sequence for installation, including:

- System configuration with primary dimensions
- Interior components
- Any accessory equipment called out on shop drawings
- Inspection and maintenance documentation

Manufacturer to supply components of the MSFWS(s):

- Pretreatment chamber components (pre-assembled)
- Concrete Structure(s)

- Biofiltration chamber components (pre-assembled)
- Flow control discharge structure (pre-assembled)

The Modular Subsurface Flow Wetland Systems (MSFWS) and all of its components shall be self-contained within a concrete structure constructed of concrete with a minimum 28-day compressive strength of 5,000 psi, with reinforcing per ASTM A 615, Grade 60, and supports and H2O loading as indicated by AASHTO. Each chamber shall have appropriate access hatches for easy maintenance and sized to allow removal of all internal components without disassembly. All water transfer system components shall conform with the following;

- Filter netting shall be 100% Polyester with a number 16 sieve size, and strength tested per ASTM D 3787.
- Drainage cells shall be manufactured of lightweight injection- molded plastic and have a minimum compressive strength test of 6,000 psi and a void area along the surface making contact with the filter media of 75% or greater. The cells shall be at least 2" in thickness and allow water to freely flow in all four directions.

Pretreatment Chamber Components shall include:

- Filter Cartridges shall operate at a loading rate not to exceed 3 gallons per minute per square foot surface area.
- Drain Down System shall include a pervious floor that allows water to drain into the underdrain pipe that is connected to the discharge chamber.

Biofiltration Chamber Components shall include:

- Media shall consist of ceramic material produced by expanding and vitrifying select material in a rotary kiln. Media must be produced to meet the requirements of ASTM C330, ASTM C331, and AASHTO M195. Aggregates must have a minimum 24-hour water absorption of 10.5% mass. Media shall not contain any organic material. Flow through media shall be horizontal from the outer perimeter of the chamber toward the centralized and vertically extending underdrain. The retention time in the media shall be at least 3 minutes. Downward flow filters are not acceptable alternatives. The thickness of the media shall be at least 19" from influent end to effluent end. The loading rate on the media shall not exceed 1.1 gallons per minute per square foot surface area. Media must be contained within structure that spaces the surface of the media at least 2" from all vertically extending walls of the concrete structure.
- Planting shall be native drought tolerant species recommend by manufacturer and/or landscape architect.
- Plant Support Media shall be made of a 3" thick moisture retention cell that is inert and contains no chemicals or fertilizers, is not made of organic material and has an internal void percentage of 80%.

The discharge device shall house a flow control orifice plate that restricts flows greater than designed treatment flow rate. All piping components shall be made of a high-density polyethylene. The discharge chamber shall also contain a drain down filter if specified on the drawing.

Installation:

The installation of the MSFWS shall conform to all applicable national, state, state highway, municipal and local specifications.

The Contractor shall furnish all labor, equipment, materials and incidentals required to install the (MSFWS) device(s) and appurtenances in accordance with the drawings and these specifications. Grading and Excavation site shall be properly surveyed by a registered professional surveyor, and clearly marked with excavation limits and elevations. After site is marked it is the responsibility of the contractor to contact local utility companies and/or Miss Utility to check for underground utilities. All grading permits shall be approved by governing agencies before commencement of grading and excavation. Soil conditions shall be tested in accordance with the governing agencies requirements. All earth removed shall be transported, disposed, stored, and handled per

governing agencies standards. It is the responsibility of the contractor to install and maintain proper erosion control measures during grading and excavation operations.

All soil shall be compacted per registered professional soils engineer's recommendations prior to installation of MSFWS components.

Backfill shall be placed according to a registered professional soils engineer's recommendation, and with a minimum of 6" of gravel under all concrete structures.

After backfill has been inspected by the governing agency and approved the concrete structures shall be lifted and placed in proper position per plans.

Subsurface Flow Wetland Media shall be carefully loaded into area so not to damage the Wetland Liner or Water Transfer Systems. The entire wetland area shall be filled to a level 9 inches below finished surface.

Planting layer shall be installed per manufacturer's drawings and consist of a minimum 3" grow enhancement media that ensures greater than 95% plant survival rate, and 6" of wetland media. Planting shall consist of native plants recommended by manufacturer and/or landscape architect. Planting shall be drip irrigated for at least the first 3 months to insure long term plant growth. No chemical herbicides, pesticides, or fertilizers shall be used in the planting or care and maintenance of the planted area.

MSFWS shall be shipped to the contractor's address or job site and is the responsibility of the contractor to offload the unit(s) and place in the exact site of installation.

The contractor shall exercise care in the storage and handling of the MSFWS and all components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be born by the contractor. The MSFWS(s) and all components shall always be stored indoors and transported inside the original shipping container until the unit(s) are ready to be installed. The MSFWS shall always be handled with care and lifted according to OSHA and NIOSA lifting recommendations and/or contractor's workplace safety professional recommendations.

After installation, the contractor shall demonstrate that the MSFWS has been properly installed at the correct location(s), elevations, and with appropriate components. All components associated with the MSFWS and its installation shall be subject to inspection by the engineer at the place of installation. In addition, the contractor shall demonstrate that the MSFWS has been installed per the manufacturer's specifications and recommendations. All components shall be inspected by a qualified person once a year and results of inspection shall be kept in an inspection log.

The Manufacturer shall guarantee the MSFWS against all manufacturing defects in materials and workmanship for a period of (5) years from the date of delivery to the project site. The manufacturer shall be notified of repair or replacement issues in writing within the warranty period. The MSFWS is limited to recommended application for which it was designed.

The MSFWS manufacturer shall submit to the City a "Manufacturer's Performance Certificate" certifying the MSFWS is capable of achieving the specified removal efficiency for suspended solids, phosphorous and dissolved metals.

FLOWABLE BACKFILL FOR PIPE ABANDONMENT

Contractor shall furnish and install flowable backfill for storm drain pipe abandonment, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per cubic yard, as specified in Sections 314 of the MSHA Standard Specifications.

CLEAN EXISTING PIPE ANY SIZE

Contractor shall clean existing storm drain pipes, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot, as specified in Sections 303 of the MSHA Standard Specifications.

CLEAN EXISTING INLET

Contractor shall clean existing storm drain pipes, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Sections 305 of the MSHA Standard Specifications.

15 INCH REINFORCED CONCRETE PIPE, CLASS IV

Contractor shall furnish and install 15Inch RCP, Class IV as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot, as specified in Section 303 of the MSHA Standard Specifications.

4" ND-12 HDPE PIPE

Contractor shall furnish and install ND-12 HDPE pipe by NDS, or approved equal, in quantity and locations shown on Contract Documents and per manufacturer's recommendations.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the contract unit price per linear foot for 4" ND-12 HDPE Pipe.

4" NDS ATRIUM GRATE WITH SPEE-D CATCH BASIN INLET

Contractor shall furnish and install NDS 4" round HDPE atrium grates, black, and 4" Spee-D catch basin inlets by NDS, or approved equal, in quantity and locations shown on Contract Documents and per manufacturer's recommendations.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price each for 4" NDS Atrium Grate with Spee-D Catch Basin Inlet.

15" STANDARD CONCRETE END SECTION

PRINCE GEORGE'S COUNTY A-15 INLET

PRINCE GEORGE'S TYPE K INLET

STANDARD 10 FOOT COG/COS OPENING

RECONSTRUCT INLET TOP

Contractor shall furnish and install precast concrete drainage structures as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Drainage Structures shall be measured and paid at the Contract unit price per each, for each type specified.

INLET PROTECTION

Contractor shall furnish and install inlet protection as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

SILT FENCE

Contractor shall furnish and install silt fence as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each, as specified in Section 308 of the MSHA Standard Specifications.

TRENCH DRAIN

Contractor shall furnish and install Dura Slope Channel Drain by NDS or approved equal, in quantity and locations shown on Contract Documents and per manufacturer's recommendations. Installation includes 6" width ductile cast iron VIA grates and inline catch basin as needed for connection to HDPE pipes.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price per linear foot for Trench Drain.

MODULAR BLOCK RETAINING WALL

Contractor shall furnish and install modular block retaining wall according to the Contract Documents and Section 450 of the MSHA Standard Specifications or as directed by the Engineer at the contract unit price per square foot of completed wall face. Contractor shall furnish and install

Unilock Sienna Stone Standard Gravity Retaining Wall, or approved equal, in size, color, and finish, in quantity and location as specified on the Contract Documents. Payment includes all block, excavation, backfill, drain pipe, and aggregate base.

Contractor shall furnish and install steel ADA handrail system in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot. The price shall include anchorage system, paint, expansion joints, and incidentals to furnish and install galvanized steel handrail system. Handrail system shall not be measured for payment but will be incidental to the modular block retaining wall.

6 INCH PORTLAND CEMENT CONCRETE PAVEMENT FOR BUS SHELTER PAD MIX 6

10 INCH PORTLAND CEMENT CONCRETE PAVEMENT FOR BUS STOP PAD MIX 6

Contractor shall furnish and install concrete pavement as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square yard, per type specified, as specified in Section 520 of the MSHA Standard Specifications. The cost of sawcutting existing concrete pavement, removal of existing concrete or HMA pavement, base or subgrade shall all be incidental to the unit price for the new item.

SUPERPAVE ASPHALT MIX 9.5mm FOR SURFACE, PG 64S-22, LEVEL-4

SUPERPAVE ASPHALT MIX 12.5mm FOR SURFACE, PG64S-22, LEVEL-2

SUPERPAVE ASPHALT MIX 9.5mm FOR WEDGE/LEVEL, PG64-22, LEVEL-2

SUPERPAVE ASPHALT MIX 25.0mm FOR BASE, PG64-22, LEVEL-2

Contractor shall furnish and install hot mix asphalt superpave as specified in the Contract Documents or as directed by the Engineer at the contract unit price per ton, per type specified, as specified in Section 504 of the MSHA Standard Specifications. No price adjustment will apply to the bid price. The cost of sawcutting existing HMA or concrete pavement, removal of existing concrete or HMA pavement, base or subgrade shall all be incidental to the unit price for the new item.

4 INCH GRADED AGGREGATE BASE COURSE

6 INCH GRADED AGGREGATE BASE COURSE

Contractor shall furnish and install aggregate base course using graded aggregate as specified in the Contract Documents or as directed by the Engineer as specified in Section 501 of the MSHA Standard Specifications. Aggregate Base Course shall be measured and paid at the Contract unit price per square yard, at the depth specified.

PAVERS

Contractor shall furnish and install Unilock Holland Premier Paver, or approved equal, in size, color, and finish, in quantity and location as specified on the Contract Documents for Paver A and Paver B. Contractor shall furnish and install Unilock Plank Paver, or approved equal, in size, color, and finish, in quantity and location as specified on the Contract Documents for Paver C.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work including joint sand at the Contract unit price per square foot for Pavers.

CONCRETE SETTING BED – PAVERS

Contractor shall form and install compacted aggregate base course, rebar and concrete, expansion joints, and bituminous setting bed for concrete setting bed in size, depth, and locations shown and specified on Contract Documents.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price per square yard for Concrete Setting Bed - Pavers.

8 INCH PORTLAND CEMENT CONCRETE PAVEMENT FOR COMMERCIAL DRIVEWAY, MIX NO. 6

Contractor shall furnish and install concrete pavement as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square yard, per type specified, as specified in Section 520 of the MSHA Standard Specifications. The cost of sawcutting existing concrete pavement, removal of existing concrete or HMA pavement, base or subgrade shall all be incidental to the unit price for the new item.

5 INCH WHITE LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS **5 INCH YELLOW LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS** **10 INCH WHITE LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS** **12 INCH WHITE HEAT APPLIED PERMANENT PREFORMED PATTERNED REFLECTIVE THERMOPLASTIC PAVEMENT MARKING** **24 INCH WHITE HEAT APPLIED PERMANENT PREFORMED PATTERNED REFLECTIVE PAVEMENT MARKING LINE** **WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LEGENDS AND SYMBOLS** **GREEN EPOXY**

Contractor shall furnish and install 5" solid yellow, 12" and 24" solid white pavement marking lines as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot for pavement marking lines, as specified in Section 549 and Special Provision Insert Section 553 of the MSHA Standard Specifications. The pavement marking material shall be in accordance to Special Provision Insert Section 951 of the MSHA Standard Specifications.

MILLING HOT MIX ASPHALT PAVEMENT 0 INCH TO 2 INCH

Contractor shall perform Asphalt Milling as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square yard, as specified in Section 508 of the MSHA Standard Specifications. The cost of saw cutting existing HMA pavement, removal and disposal of existing HMA pavement shall all be included in the price bid.

COMBINATION CONCRETE CURB & GUTTER

Contractor shall furnish and install concrete curb and concrete combination curb and gutter as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 602 of the MSHA Standard Specifications. The cost of the removal existing curb or combination curb and gutter that will be replaced with new curb or combination curb and gutter will be incidental to the Contract unit price for the new item. The cost of saw cutting existing HMA or concrete pavement, placement of the 6-inch Aggregate Base course beneath the finished curb and gutter, placement of plain Portland cement concrete mix 9 or HMA base for slot backfill, placing HMA pavement surface for slot finishing shall all be incidental to the unit price for the new item.

CURB EDGING

Contractor shall form and install rebar and concrete for curb edging in size and locations shown and specified on Contract Documents.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price per linear foot for Curb Edging.

PAVER EDGE RESTRAINT

Contractor shall furnish, install, and secure rigid PVC edge restraint by Pave Edge or approved equal, in all locations where installed pavers abut turfgrass sod or planting bed as shown on Contract Documents and per manufacturer's recommendations.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price per linear foot for Paver Edge Restraint.

CONCRETE SIDEWALK

Contractor shall furnish and install concrete sidewalks and sidewalk ramps in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. The cost of the removal of existing sidewalk or sidewalk ramps that will be replaced with new sidewalk or sidewalk ramps will be incidental to the Contract unit price for the new sidewalk.

DETECTABLE WARNING SURFACE - RAISED TRUNCATED DOMES

Contractor shall furnish and install cast-in-place detectable warning surfaces in accordance with the most recent accessibility guidelines of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design, as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 611 of the MSHA Standard Specifications. The detectable warning surface material shall be in accordance with Special Provision Insert Section 925 of the MSHA Standard Specifications. The type of detectable warning surface shall be Type I, Cast-In-Place, and shall conform to the MSHA requirements and specifications.

TRAFFIC BARRIER W BEAM USING 6 FOOT POSTS

Contractor shall furnish and install traffic barrier as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot, as specified in Section 605 of the MSHA Standard Specifications. The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price per linear foot for traffic barrier.

REMOVAL AND DISPOSAL OF EXISTING TRAFFIC BARRIER W BEAM

Contractor shall remove and dispose of existing traffic barrier, as specified in the Contract Documents or as direction by the Engineer at the contract unit price per linear foot. Damaged w-beam to remain elements shall be replaced at the contractor's cost.

TEMPORARY SEED

TEMPORARY MULCH

Contractor shall furnish and install temporary seed and temporary mulch as specified in the Contract Documents or as directed by the Engineer at the contract unit price per pound for seed, and per square yard for mulch, as specified in Section 704 of the MSHA Standard Specifications. The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work.

TURFGRASS SOD ESTABLISHMENT

The Contractor shall furnish and install turfgrass sod in locations of disturbance and where indicated on the Contract Documents. Prior to installation of turfgrass sod, the Contractor shall prepare subsoil and topsoil to required depths and finished grade including any required soil amendments or fertilizers as determined by soil test and as specified on Contract Documents.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work including grade repair, preparing soil, applying soil amendments and fertilizer, sod, fasteners, and watering at the Contract unit price per square yard for Turfgrass Sod Establishment. Refer to Section 701 – Subsoil and Topsoil, and Section 708 Turfgrass Sod Establishment, MDOT SHA 2020 Standard Specifications for Construction and Materials.

MEADOW SEED ESTABLISHMENT

The Contractor shall furnish and install premixed pure live seed for meadow species in specified quantities and application rates in locations of disturbance and where indicated on the Contract Documents. Prior to installation of meadow, the Contractor shall prepare subsoil and topsoil, including any required soil amendments or fertilizers as determined by soil test, to required depths and finished grade as specified on Contract Documents.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work including grade repair, preparing soil, applying soil amendments and fertilizer, and watering at the Contract unit price per square yard for Meadow Seed Establishment. Refer to Section 701 – Subsoil and Topsoil, Section 709 – Soil Stabilization Matting, and Section 707 Meadow Seed Establishment, MDOT SHA 2020 Standard Specifications for Construction and Materials.

TWO YEAR LANDSCAPING MAINTENANCE AGREEMENT/WARRANTY

After installation acceptance, the Contractor shall provide maintenance for turfgrass sod, meadow, tree, shrub, and perennial plantings, and planting beds for a duration of two years. Contractor shall provide a Maintenance and IPM schedule to the Landscape Architect describing maintenance activities includes watering plants and turfgrass sod as needed, pest management, replacement plants, pruning, refertilizing, replace or repair support stakes and guys, removal of stakes and guys at end of warranty upon final acceptance.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract lump sum price for Two Year Landscaping Maintenance Agreement/Warranty. Refer to Section 708 Turfgrass Sod Establishment, Section 707 Meadow Seed Establishment, and Section 710 – Tree, Shrub, and Perennial Installation and Establishment, MDOT SHA 2020 Standard Specifications for Construction and Materials.

CUSTOM CANOPY – SMALL WITH SWINGS

The Contractor shall furnish and install custom canopy structure with integrated bench swings in quantity, size, material, color, and finish in locations as shown on the Contract Documents. Custom steel construction by Poligon, powdercoat manufacturer standard color “Canterbury”, or approved equal. Decorative roof panel by Parasoliel standard pattern “Shattered” and powdercoat manufacturer standard color “BRG,” or approved equal. Bench swing 6-foot width steel construction, powdercoat color to match canopy by Webcoat Products, or approved equal. The Contractor shall provide shop drawings and color samples for review and approval by the Landscape Architect.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work based on the Contract lump sum price for Custom Canopy – Small with Swings.

CUSTOM CANOPY – LARGE

The Contractor shall furnish and install custom canopy structure in quantity, size, material, color and finish in locations as shown on the Contract Documents. Custom steel construction by Poligon, powdercoat manufacturer standard color “Canterbury”, or approved equal. Decorative roof panel by Parasoliel standard pattern “Shattered” and powdercoat manufacturer standard color

“BRG,” or approved equal. The Contractor shall provide shop drawings and color samples for review and approval by the Landscape Architect.

The Contractor shall furnish all material, labor, equipment, tools, and incidentals required to perform the work based on the Contract lump sum price for Custom Canopy – Large.

CUSTOM SIGN WALL

The Contractor shall furnish and install custom sign wall in quantity, size, material, color and finish in locations as shown on the Contract Documents. Custom steel construction with integrated LED light panel. The Contractor shall provide shop drawings and color samples for review and approval by the Landscape Architect.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work based on the Contract lump sum price for Custom Sign Wall.

FURNISH AND INSTALL SITE FURNISHINGS

The Contractor shall furnish and install site furnishings including Bench Type A, Bench Type B, Bench Type C, Café Tables, Umbrellas, Planter Seat/Platform Structures, Bike Racks, Trash/Recycle Receptacles, Planter & Irrigation Insert, Pet Waste Stations, and Removable Bollards in quantity, size, material, color and finish in locations as shown on the Contract Documents. The Contractor shall provide shop drawing and color samples for review and approval by the Landscape Architect.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work based on the breakdown list of Contract unit prices for the Contract lump sum price for Site Furnishings.

SOIL TEST

Contractor shall perform soil sampling of salvaged or furnished topsoil to be used onsite. Follow testing protocol recommended by soil testing lab or extension agency, University of Delaware Soil Testing Program or Penn State Agricultural Analytic Service Lab. Request analysis of soil acidity (pH), calcium (Ca), phosphorus (P), potassium (K), magnesium (Mg) and organic content, and recommendations for lawn and ornamental planting beds. Provide results of sampling and recommendations to the Landscape Architect for review prior to amendment or placement of soil.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract price per each Soil Test.

FURNISH AND INSTALL PLANTS

Contractor shall furnish and install plants including canopy trees, ornamental trees, evergreen trees, shrubs, and perennials in species, quantity, size, and location as shown on the Contract Documents during planting seasons when soil moisture and weather conditions are suitable with temperatures above 32 degrees F and soil is not frozen.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work including utility markings, planting layout, preparing planting pits, fertilizer, watering, staking and guying, branch pruning, backfilling, mulching, and debris removal based on the breakdown Contract unit prices for the Contract lump sum price for Plant Installation. Section 710 – Tree, Shrub, and Perennial Installation and Establishment, MDOT SHA 2020 Standard Specifications for Construction and Materials.

DECOMPACTION

The Contractor shall perform decompaction within the existing service lane generally between Edgewood Road and Nantucket Road on both the East and West sides of Rhode Island Avenue in locations of proposed constructed planting beds as shown on the Contract Documents. Decompaction includes removal of existing aggregate and subsoil to a depth of 12 inches and loosening of an additional 6 inches of subsoil using an air knife or approved equal for a total 18 inches of decompaction. Contractor shall make provisions as needed to protect in place underground or overhead utilities, signal poles, or signage to remain; if damage occurs, Contractor shall replace at no additional cost to the Owner.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work and dispose of debris and materials at the Contract unit price per square foot for Decompaction of service lanes.

CONSTRUCTED PLANTING BEDS

The Contractor shall layout and install planting beds in locations indicated on the Contract Documents. Prior to installation of trees, shrubs, and perennials, the Contractor shall prepare subsoil and topsoil to required depths and finished grade including any required soil amendments or fertilizers as determined by soil test and as specified on Contract Documents. Leaf grow and shredded hardwood bark mulch shall be applied to constructed planting beds after plant installation at the depth specified on Contract Documents.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work including layout, marking, soil placement, soil amendments and fertilizing, edging, and mulching based on the breakdown Contract unit price for the Contract lump sum price for Constructed Planting Bed. Refer to Section 701 – Subsoil and Topsoil, and Section 710 – Tree, Shrub, and Perennial Installation and Establishment, MDOT SHA 2020 Standard Specifications for Construction and Materials.

EROSION CONTROL BLANKET

The Contractor shall furnish and install a 100% biodegradable woven bristle coir stabilization matting with 48% open area in locations of meadow where indicated on the Contract Documents. The stabilization matting shall be installed immediately after seeding operations.

The Contractor shall furnish all material, labor, equipment, fasteners, tools and incidentals required to perform the work at the Contract unit price per square yard for Erosion Control Blanket. Refer to Section 709 – Soil Stabilization Matting, MDOT SHA 2020 Standard Specifications for Construction and Materials.

BUS SHELTER

The Contractor shall furnish and install a 4' by 8' Barrel Roof bus shelter where indicated on the Contract Documents. Shelter shall match style and finish to the existing bus shelter within the project limits. The Contractor shall furnish all material, labor, equipment, fasteners, tools and incidentals required to perform the work at the Contract unit price per each shelter installed.

CONCRETE FOOTERS - LIGHT POLES

Contractor shall furnish and install concrete foundations for installing light poles as specified in the Contract Documents or as directed by the Engineer at the contract unit price per cubic yard as specified in Section 801 of the MSHA Standard Specifications. Concrete shall be SHA Mix 3.

CONCRETE FOOTERS – MISCELLANEOUS

Contractor shall form and install compacted aggregate base, rebar, and concrete in size, depth, and locations for Pedestrian Scale Street Lights, Custom Canopy – Small with Swings, Custom

Canopy – Large, and Custom Sign Wall as specified on Contract Documents. Contractor shall provide shop drawings for review and approval by the Engineer.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the Contract unit price per square yard for Concrete Footers.

NO. 6 AWG STRANDED BARE COPPER GROUND WIRE

Contractor shall furnish and install ground wire, as specified in the Contract Documents or as directed by the Engineer. Stranded Copper Ground Wire shall be paid for at the contract unit price per linear foot as specified in Section 804 and 810 of the MSHA Standard Specifications.

4 INCH SCHEDULE 80 RIGID PVC CONDUIT-TRENCHED

Contractor shall furnish and install 4" Schedule 80 Rigid PVC electrical trenched conduit and fittings as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 805 and 809 of the MSHA Standard Specifications.

LED PEDESTRIAN LUMINAIRE & 12 FOOT LIGHT STRUCTURE WITH BREAKAWAY BASE

Contractor shall furnish and install LED Luminaire, aluminum light pole, and breakaway base, as specified in the Contract Documents or as directed by the Engineer. Aluminum light pole and post top color Titanium, manufactured by Lumec. LED Post Top Luminaire with comfort optics "Urbanscape LED MPTC-C Post Top" by Lumec or approved equal. Contractor shall provide shop drawing and color sample for review and approval by the Engineer.

The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the contract unit price each for Pedestrian Scale Street Light.

UP TO 200 AMP BASE MOUNTED METERED SERVICE PEDESTAL

Contractor shall furnish and install electrical service electrical and fittings as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in Section 807 of the MSHA Standard Specifications.

The contractor shall coordinate with Pepco for the optimal; location of the service pedestal and seek the approval of the City. The contractor shall coordinate with Pepco, with the assistance of the City, to apply for and obtain a new service drop.

FURNISH AND INSTALL ELECTRICAL HANDHOLE

Contractor shall furnish and install electrical hand holes as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in Section 811 of the MSHA Standard Specifications.

DUCT CABLE - 2 CONDUCTOR, NO 6 AWG, 600 V

CABLE - 1 CONDUCTOR, NO 6 AWG, TYPE USE, 600V

CABLE - 1 CONDUCTOR, NO 10 AWG, TYPE THWN/THHN, 600V

Contractor shall furnish and install 2-Conductor 6 AWG, 1-Conductor 6 AWG, and 1-Conductor 10 AWG electrical cable as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 810 and 820 of the MSHA Standard Specifications.

CONNECTOR KIT - TYPE I

CONNECTOR KIT - TYPE II

CONNECTOR KIT - TYPE III

CONNECTOR KIT - TYPE IV

Contractor shall furnish and install electrical connectors as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in Section 810 and 820 of the MSHA Standard Specifications.

GROUND ROD - 3/4 INCH DIAMETER X 10 FOOT LENGTH

Contractor shall furnish and install additional grounding systems, which includes ground wire and ground rods, as specified in the Contract Documents or as directed by the Engineer. No. 8 AWG Stranded Copper Ground Wire shall be paid for at the contract unit price per linear foot as specified in Section 804 and 810, and Ground Rod – 3/4" Diameter, 10' Length shall be paid for at the contract unit price per each as specified in Section 804 of the MSHA Standard Specifications.

FURNISH AND INSTALL SHEET ALUMINUM SIGNS

Contractor shall furnish and install sheet aluminum ground mounted signs and supports as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 822 of the MSHA Standard Specifications, and shall include all sign posts, hardware, signs and installation.

RELOCATE OR REMOVE SIGNS

Contractor shall remove and relocate ground mounted signs and supports as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 822 of the MSHA Standard Specifications.

UMBRELLAS (ADD-ALT 2)

Contractor shall furnish and install perforated aluminum umbrella, extruded aluminum post, and surface mount stand for non-collapsing umbrella at the manufacturer's recommendations at each café table in locations shown on the Contract Documents or as directed by the Engineer. Umbrella and surface mount stand "Altaire, Solstice" Umbrella, 87" diameter, 91" height, color and powdercoat finish to match café tables, manufactured by Landscape Forms, or approved equal. Contractor shall provide shop drawing and color sample for review and approval by the Engineer. The Contractor shall furnish all material, labor, equipment, tools and incidentals required to perform the work at the contract unit price each for Umbrella.

ATTACHMENT A: Report of Subsurface Exploration and Geotechnical Engineering Services.

IV. GENERAL CONDITIONS

A. DEFINITIONS

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

1. Addendum or 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 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 – City of College Park, Maryland
8. Commission – Washington Suburban Sanitary Commission or WSSC
9. Contract/Contract Documents – The Contract, including Request for Bid Proposals, the Bidders Proposal/Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Plans, Drawings, Certificate of Substantial Completion, Standard Specifications, Addenda, General and Special Provisions, Standard Details, Information Regarding the Bidder, Bidder's Questionnaire, General Conditions, Special Conditions, Affidavits, Insurance Certificates, 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. Not used.
13. Contract Time – The specific date or the number of days stated in the contract for the completion of the Work.
14. Contractor – The person, firm or corporation with whom the City has executed the Contract.
15. County – Prince George's County, Maryland and any department thereof.
16. Day – A calendar day of 24 hours lasting from midnight one day to midnight the next day.
17. 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.

18. Field Order – A written order to the Contractor issued during construction by the Project Manager or agent for interpretations, clarifications and other instructions as to the intent of the Contract Documents.
19. Inspector – The authorized representative of the Project Manager assigned to make detailed inspection of any or all portions of the Work or materials therefor.
20. 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.
21. 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.
22. Notice to Proceed – Written communication issued by the Project Manager authorizing the Contractor to proceed with the work and establishing the dates of commencement and completion of the work.
23. Project – The undertaking to be performed as provided in the Contract Documents.
24. Project Manager – The Director of Planning and Community Development or her 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. Not used.
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. Not used.
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, 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 Contract 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 is intended. Similarly, the words APPROVED, ACCEPTABLE, SATISFACTORY or words of like import shall mean approved, acceptable or satisfactory to the Project 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 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 electronic transmission, personal delivery, or by certified mail via the United States Postal Service.

D. SCHEDULES, REPORTS AND RECORDS

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

the Project Manager.

E. CONTRACT REQUIREMENTS

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 therefor, but at a total price not to exceed that provided for in the 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 may request that materials required for this project be delivered to and stored at the project site, and the Project Manager may approve this request prior to execution of the Contract.

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

All construction and storage sites 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 at Contractor's expense, 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

1. 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 benchmarks adjacent to the Work as shown in the Contract Documents.
2. PERMITS – Permits and licenses of a temporary nature necessary for the performance of the work such as plumbing and electrical permits shall be secured and paid for by the Contractor.

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 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 most recent version 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 the work zone, and provide all watchmen during 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 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, 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.

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 adjacent structures during the course of the project. The Contractor may use any protection method that is a normal practice. If any of the structures are defaced, they shall be repaired at the Contractor's expense.
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.

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, 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.

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 shall judge to be so included, shall be done or furnished by the Contractor without extra compensation.
4. EXTRA WORK/CHANGE ORDERS – The Contractor shall do such extra work as may be approved by the Project Manager in writing as a change order. 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. The amount to be paid to the Contractor for extra work shall be determined in the following manner:
 - a. Wages of necessary day laborers and foremen actually employed on extra work, for such time as they are so employed, plus 15 percent.
 - b. Actual purchase price, as paid by the Contractor for materials actually incorporated into the extra work, plus 0 percent.
 - c. Actual rental price for vehicles equipment or machinery, as paid by the Contractor for their use in connection with extra work, plus 0 percent.

Payment for extra work shall not include an allowance for general conditions or 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 management 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 be included in the said allowance of 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 change order for extra work shall be delivered to the Project 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 may require in checking bills for extra work.

The decision of the Project 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 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 will certify to the City those bills for authorized extra work, submitted in approved form and by the prescribed date, for which she 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. 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 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 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 within 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 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 \$500.00 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 shall begin on the date specified in the notice to proceed 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 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.

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 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 as to relieve the Contractor of any of its obligations or liabilities under this Contract.

3. **LINES, GRADES AND ELEVATIONS** – Unless otherwise specified the Contractor will furnish all necessary lines, grades and elevations and the Contractor shall conform his work thereto.

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, 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 in the specifications and plans or without the supervision of any inspector will not be estimated or paid for except when such work is authorized by the Project Manager. Work so done without lines, levels, and instructions or without supervision of an inspector may be ordered removed and replaced

at the Contractor's cost.

4. NOTIFICATION OF PROJECT MANAGER – The Contractor must notify the Project Manager or her representative at least 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 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 or her representative at least 24 hours prior to suspending work, except for normal non-working days. In the event that work that is scheduled for commencement or suspension of work is delayed by inclement weather, the Project Manager must be notified immediately. The sum of \$100.00 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 without the written consent of the Project 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. Access to the site for contractor equipment shall be arranged with the City prior to the beginning of work.
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. 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. If the Contractor shall neglect or refuse to remove such unsatisfactory work or material within 48 hours after the receipt of the notice to do so, or if he does not make satisfactory progress, the Project 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 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.
11. EMPLOYMENT OF SKILLFUL WORKMEN – The Contractor shall employ only competent, skillful workers to do or supervise the work. Whenever the Project 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.
12. TIMBER AND BRUSH – All brush and/or timber cut during the course of work shall be removed from the work site in a timely fashion unless otherwise directed.
13. CONSTRUCTION OUTSIDE CITY PROPERTY – Where construction may occur outside City property, the Project Manager will obtain the permission from the owner to occupy the property during construction. The Contractor shall confine his operations strictly within the limits of the City property, unless he has the written permission of the owner of the property to occupy additional ground. Trees within the limits of the City property shall not be cut down without the written permission of the Project Manager.

The Contractor shall so conduct his work that there will be a minimum of disturbance of adjacent 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 – The City has control over trees in public areas such as roads, streets and public rights of way. Permission for roadside trees that require removal, within the work area, must be obtained from the City Arborist prior to removal. Any other trees may be cut down only with the written permission of the Project Manager or other owner of the property. The Contractor shall exercise due care not to unnecessarily injure any trees.
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. 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 as unsuitable or not in conformity with the Contract Documents, the Contractor shall forthwith remove it from the City. Condemned materials not removed within 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 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 its 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 or the City or any of its employees, or any order, measurement or certified by the Project 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. SCHEDULE OF VALUES – Within fifteen (15) calendar days after the Notice to Proceed, the Contractor shall submit for review and approval by the Construction Manager, a Schedule of Values for receiving progress payment during the construction period. A Schedule of values is a statement furnished by the Contractor allocating portions of the Contractum to various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.

Each activity of the construction schedule shall be allocated a dollar value. Each activity's assigned cost shall consist of labor, equipment, material costs and a pro rata contribution to overhead and profit. The sum of the activities' costs shall be equal to the total contract price. General Conditions may not be used as a construction activity. In submitting cost data, the Contractor certifies that they are not unbalanced or front-end loaded and that the value assigned to each activity represents the Contractor's estimate of actual costs of performing that activity. The accepted schedule of values, in the best judgment of the Contractor and the Construction Manager shall represent a fair, reasonable and equitable dollar cost allocation for each activity of the Contractor's construction schedule.

If, in the opinion of the Construction Manager, the cost data does not meet the requirements for a balanced cost Bid breakdown, the Contractor will present documentation to the Construction Manager substantiating any cost allocation on the cost data. Cost allocations shall be considered unbalanced if any activity of the construction schedule has been assigned a disproportionate allocation of direct costs, overhead and profit.

2. CURRENT ESTIMATES - The 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 therefor.

Upon approval by the Project Manager, the City will pay to the Contractor up to 95% of the total amount of the estimate, which shall represent the estimate less 5% retainage, 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 5% of the estimate pending receipt from the Contractor of any certificates required by the Project Manager from utilities. Further, payments on current estimates may be withheld at any time if, in the judgment of the Project Manager, the Contractor is not in compliance with the terms of the Contract.

3. MEASUREMENT OF WORK AND MATERIAL – All quantities, work and material to be paid for will be measured and determined by the Project

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 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, only the actual quantities placed will be allowed in the calculations of the total price to the City.

4. **EVIDENCE OF PAYMENT** – The Contractor shall certify to the City within 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.
5. **FINAL ESTIMATE AND RETAINAGE** – When the Project Manager shall determine that substantial completion of the Project has been achieved 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 final estimate. All current estimates are subject to correction in the final estimate. The Project Manager shall determine the final estimate and work still to be completed (punch list). The Project 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 retain the 5% retainage, 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 6 months from substantial completion. 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, he Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon within such period as the Project Manager shall consider necessary or reasonable. Further, the City is entitled to retain 5% of said sum pending receipt from the Contractor of any certification required by the Project 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 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.

6. FINAL PAYMENT – Upon the expiration of the aforesaid period of 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

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. INSURANCE

The Contractor shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$2,000,000 for each occurrence / aggregate; property damage of \$500,000 for each occurrence / aggregate), automobile fleet coverage (\$1,000,000 for each occurrence / aggregate; property damage of \$500,000 for each occurrence / aggregate). The Contractor shall indemnify and save harmless the City, it's officers, officials, 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.

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 City shall be named as additional insureds under an additional insured endorsement on the Comprehensive General Liability Insurance, the Automobile Insurance, and the Property Damage Insurance.

A Certificate of Insurance and additional insured endorsement shall be provided to the City by the Contractor prior to beginning work under 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.

The Contractor shall carry, at its own expense, Builder's Risk Insurance for the full Contract amount, insuring without limitation against the perils of fire and lightning, and providing extended coverage for vandalism and malicious mischief, subject only to the minimum standard deductibles currently filed by

the Insurance Service Office with the Maryland State Insurance Department. The City will provide no coverage during the construction period.

T. WARRANTY

Contractor warrants that the equipment, material and design furnished by the Contractor or any subcontractor or supplier at any tier is free of any defect. The Contractor further warrants that the work performed by the Contractor or any subcontractor or supplier at any tier conforms to the contract requirements and general standards in the industry. The workmanship warranty shall continue for a period of one (1) year from the date of Project Substantial Completion. The Contractor also warrants that all mechanical and electrical equipment, machines, devices, etc. shall be adequate for the use for which they are intended and shall operate with ordinary care and attention in a satisfactory and efficient manner.

In the event the Contractor neglects to make such repairs as required during the warranty period, the Project Manager may cause such damage to be repaired and made good at the cost and expense of the Contractor.

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

U. RESOLUTION OF CONTRACT QUESTIONS

The Project 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 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. The decision of the Project Manager shall be final.

V. 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 latest editions 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.

W. 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.

X. MEETINGS

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

Y. 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.

Z. CONSTRUCTION SCHEDULE

A final Construction Schedule shall be agreed upon by the City and Contractor and shall be reviewed periodically and adjusted as necessary. Construction

work is authorized between 7:00 a.m. and 7:00 p.m., Monday – Friday. Work on weekends by permission of Project Manager only.

AA. WAIVER OF LIENS

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

BB. INTERIM AND FINAL INSPECTIONS

Upon completion of the work, or various phases of the work, as appropriate, the Project 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 is responsible for ensuring that all necessary inspections are scheduled and performed by the appropriate

individual and/or agency. The Project 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.

CC. 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.

DD. 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. The Contractor agrees to make all of its applicable records available to the City upon request.

EE. CONSTRUCTION STAKEOUT

The Contractor shall furnish all necessary lines, grades, and construction stakeout as required to complete the Project as per the approved Contract Documents.

V. SPECIAL PROVISIONS

- A. Contractor to maintain a clean and safe site on a daily basis and provide a final cleaning of the pavilion upon completion of work.
- D. At project completion, Contractor to provide all warranty documents for the building and equipment.
- E. Contractor shall provide copies of all tickets to the Project Manager.
- F. Contractor to provide a minimum one-year warranty or a single growing season, whichever is greater, on all plant installations .

VI. BID RESPONSE PACKAGE

**CITY OF COLLEGE PARK, MARYLAND
Hollywood Commercial District Streetscape
Request for Bid Proposals CP-21-02
BID PROPOSAL FORM**

CITY OF COLLEGE PARK
Finance Director
Gary Fields
gfields@collegeparkmd.gov

BID DUE DATE: 2/12/21

TIME: 2:00 p.m.

(Business Name)

Hereby submits the following proposal for the construction of **Hollywood Commercial District Streetscape CP-21-02**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the General Provisions, the Plans and Specifications, the proposed Contract and Addenda numbered _____ (complete if any addenda or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit- priced bids 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, required permits, etc. required by the documents for the entire work, all in strict accordance with the Contract Documents, for the stipulated lump sum of:

TOTAL ALL INCLUSIVE, LUMP SUM COST:

_____ **Dollars**
(Written)

(\$ _____)

Registered Maryland Contractor No. _____

SUMMARY OF BASE BID ITEMS					
ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1001	CLEARING AND GRUBBING	LS	1		
1002	REMOVAL OF TREES	EA	41		
1003	MAINTENANCE OF TRAFFIC	LS	1		
1004	GRADED AGGREGATE BASE FOR MAINTENANCE OF TRAFFIC	TON	20		
1005	HOT MIX ASPHALT FOR MAINTENANCE OF TRAFFIC	TON	20		
1006	TEMP TRAFFIC SIGNS HIGH PERFORMANCE WIDE ANGLE RETROREFLECTIVE SHEETING	SF	450		
1007	TYPE III BARRICADE FOR MAINTENANCE OF TRAFFIC	EA	6		
1008	TEMPORARY ORANGE CONSTRUCTION FENCE	LF	920		
1009	DRUMS FOR MAINTENANCE OF TRAFFIC	EA	60		
1010	PORTABLE VARIABLE MESSAGE SIGN	UD	30		
1011	CONSTRUCTION STAKEOUT	LS	1		
1012	MOBILIZATION	LS	1		
2001	CLASS I EXCAVATION	CY	1,000		
2002	CLASS 1-A EXCAVATION	CY	250		

2003	SELECT BORROW	CY	250		
2004	COMMON BORROW	CY	1,000		
2005	TEST PIT EXCAVATION	CY	30		
2006	REMOVAL OF EXISTING PAVEMENT	CY	1,200		
2007	REMOVAL OF EXISTING MASONRY	LS	1		
3001	SWM-1 FORTERRA MWS-L-8-12-5	EA	1		
3002	SWM-2 FORTERRA MWS-L-8-12-7	EA	1		
3003	SWM-3 FORTERRA MWS-L-4-8-4	EA	1		
3004	SWM FORTERRA INSTALLATION	LS	1		
3005	FLOWABLE BACKFILL FOR PIPE ABANDONMENT	CY	10		
3006	CLEAN EXISTING PIPE ANY SIZE	LF	2,940		
3007	CLEAN EXISTING INLET	EA	21		
3008	15 INCH REINFORCED CONCRETE PIPE, CLASS IV	LF	270		
3009	4" ND-12 HDPE PIPE	LF	450		
3010	4" NDS ATRIUM GRATE WITH SPEE-D CATCH BASIN INLET	EA	13		
3011	15" STANDARD CONCRETE END SECTION	EA	2		
3012	PRINCE GEORGE'S COUNTY A-15 INLET	EA	1		

3013	PRINCE GEORGE'S TYPE K INLET	EA	2		
3014	STANDARD 10 FOOT COG/COS OPENING	EA	3		
3015	INLET PROTECTION	EA	17		
3016	SILT FENCE	LF	1,060		
3017	TRENCH DRAIN	LF	354		
3018	RECONSTRUCT INLET TOP	EA	2		
4001	MODULAR BLOCK RETAINING WALL	SF	175		
5001	6 INCH PORTLAND CEMENT CONCRETE PAVEMENT FOR BUS SHELTER PAD MIX 6	SF	410		
5002	SUPERPAVE ASPHALT MIX 9.5mm FOR SURFACE, PG 64S-22, LEVEL-4	TON	50		
5003	SUPERPAVE ASPHALT MIX 12.5mm FOR SURFACE, PG64S-22, LEVEL-2	TON	130		
5004	SUPERPAVE ASPHALT MIX 9.5mm FOR WEDGE/LEVEL, PG64-22, LEVEL-2	TON	30		
5005	SUPERPAVE ASPHALT MIX 25.0mm FOR BASE, PG64-22, LEVEL-2	TON	110		
5006	4 INCH GRADED AGGREGATE BASE COURSE	SY	2,010		
5007	6 INCH GRADED AGGREGATE BASE COURSE	SY	1,090		
5008	PAVERS	SF	11,190		
5009	CONCRETE SETTING BED - PAVERS	SY	1,250		
5010	8 INCH PORTLAND CEMENT CONCRETE PAVEMENT FOR COMMERCIAL DRIVEWAY, MIX NO. 6	SY	240		

5011	5 INCH WHITE LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS	LF	2,720		
5012	5 INCH YELLOW LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS	LF	4,570		
5013	10 INCH WHITE LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS	LF	20		
5014	12 INCH WHITE HEAT APPLIED PERMANENT PREFORMED PATTERNED REFLECTIVE THERMOPLASTIC PAVEMENT MARKING	LF	3,140		
5015	24 INCH WHITE HEAT APPLIED PERMANENT PREFORMED PATTERNED REFLECTIVE PAVEMENT MARKING LINE	LF	360		
5016	WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LEGENDS AND SYMBOLS	SF	360		
5017	GREEN EPOXY	SF	3,910		
6001	COMBINATION CONCRETE CURB & GUTTER	LF	2,100		
6002	CURB EDGING (PARKLETS)	LF	1,430		
6003	PAVER EDGE RESTRAINT	LF	180		
6004	CONCRETE SIDEWALK	SF	12,400		
6005	DETECTABLE WARNING SURFACE - RAISED TRUNCATED DOMES	SF	280		
6006	TRAFFIC BARRIER W BEAM USING 6 FOOT POSTS	LF	150		
6007	REMOVAL AND DISPOSAL OF EXISTING TRAFFIC BARRIER W BEAM	LF	150		
7001	TEMPORARY SEED	LB	40		
7002	TEMPORARY MULCH	SY	1,500		

7003	TURFGRASS SOD ESTABLISHMENT	SY	2,760		
7004	MEADOW SEED ESTABLISHMENT	SY	1,160		
7005	TWO YEAR LANDSCAPING MAINTENANCE AGREEMENT/WARRANTY	LS	1		
7006	CUSTOM CANOPY - SMALL WITH SWINGS	EA	2		
7007	CUSTON CANOPY - LARGE	EA	1		
7008	CUSTOM SIGN WALL	EA	1		
7009	FURNISH AND INSTALL SITE FURNISHINGS	LS	1		
7010	SOIL TEST	EA	1		
7011	FURNISH AND INSTALL PLANTS	LS	1		
7012	DECOMPACTION	SY	470		
7013	CONSTRUCTED PLANTING BEDS	LS	1		
7014	EROSION CONTROL BLANKET	SY	1,160		
7015	BUS SHELTER	EA	1		
8001	CONCRETE FOOTERS - LIGHT POLES	CY	18		
8002	CONCRETE FOOTERS - MISCELLANEOUS	CY	47		
8003	NO. 6 AWG STRANDED BARE COPPER GROUND WIRE	LF	3,180		
8004	4 INCH SCHEDULE 80 RIGID PVC CONDUIT-TRENCHED	LF	680		

8005	LED PEDESTRIAN LUMINAIRE & 12 FOOT LIGHT STRUCTURE WITH BREAKAWAY BASE	EA	35		
8006	UP TO 200 AMP BASE MOUNTED METERED SERVICE PEDESTAL	EA	1		
8007	FURNISH AND INSTALL ELECTRICAL HANDHOLE	EA	18		
8008	DUCT CABLE - 2 CONDUCTOR, NO 6 AWG, 600 V	LF	4,100		
8009	CABLE - 1 CONDUCTOR, NO 6 AWG, TYPE USE, 600V	LF	800		
8010	CABLE - 1 CONDUCTOR, NO 10 AWG, TYPE THWN/THHN, 600V	LF	550		
8011	CONNECTOR KIT - TYPE I	EA	56		
8012	CONNECTOR KIT - TYPE II	EA	12		
8013	CONNECTOR KIT - TYPE III	EA	58		
8014	CONNECTOR KIT - TYPE IV	EA	8		
8015	GROUND ROD - 3/4 INCH DIAMETER X 10 FOOT LENGTH	EA	56		
8016	FURNISH AND INSTALL SHEET ALUMINUM SIGNS	SF	154		
8017	RELOCATE OR REMOVE SIGNS	EA	12		
Total Bid in Numbers:					

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 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.
- C. Work under the Contract shall not commence until a Notice to Proceed is issued. The City reserves the right to extend this Contract for an additional amount of time if necessary.
- D. In submitting this bid, the Bidder certifies that the Bidder:
 - a. Currently complies with the conditions of S69-6 "Equal Benefits" of the City Code (available from the City's website – www.collegeparkmd.gov under with Government tab) by providing equality of benefits between employee's partners and/or dependents of domestic partners and/or between spouses of employees and/or dependents of domestic partners; or
 - b. Will comply with the conditions of S69-6 at the time of award of contract; or
 - c. Is not required to comply with the conditions of S 69-6 because of an allowable exemption.
- E. In submitting this bid, the Bidder certifies that the Bidder does not discriminate 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.
- F. The price shall be stated in both words and figures.

Registered MD Contractor No.

Date Issued

Place of Issuance

Federal Employer ID Number (EIN)

Printed Name and Title of Bidder

Authorized Signature to Bind Bidder

Date

TO BE SUBMITTED WITH BID

RFP CP-21-02
INFORMATION REGARDING THE BIDDER

NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided.

1. Name of Bidder:

Business Address:

Telephone Number: ()

E-mail address:

2. Is the business incorporated? Yes No

Non-Corporate Business

3. If response to item #2 above is No, list the name and business address of each individual having a 10% or greater financial interest in the business.

Name

Business Address

Corporate Business Entities - Please answer items 4 and 5

4. List the names of all officers of the corporation, their business addresses and the date on which they assumed their respective offices.

Name

Office

Business Address

Date Office
Assumed

5. List the names of all members of the current Board of Directors and their business addresses.

Name

Business Address

6. Please provide the following information concerning work that you have done within the last 5 years which is similar to the bid work:

For Whom
Performed

Contract
Amount

Date
Completed

Contact's Name/
Telephone Number

Bidders will answer the following questions: (The word "you" refers to any individual, partnership, partner and/or corporation and its officers.)

- a. Have you ever failed to complete any work awarded to you? _____

If yes, state where and why: _____

- b. Have you ever been affiliated with some other organization that failed to complete a contract? _____

If yes, state name of individual and reason therefor. _____

- c. With what other businesses are you affiliated? _____

- d. Please list all persons who will supervise the work under the Contract.

- e. Identify all personnel who will be employed to perform the work described in the Contract Documents.

- f. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

- g. Provide name, title, and contact information for the designated project contact.

- h. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

Dated this _____ day of _____, 2021.

Name of Bidder

By: _____

Printed Name: _____

Title: _____

TO BE SUBMITTED WITH BID

**RFP CP-21-02
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 or more. The Bidder shall complete on his Bid Proposal Form the following information: "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-21-02

Non-Collusion Affidavit

_____, being duly sworn on oath, deposes and says:

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (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/she) (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. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

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.

_____(SEAL)

TO BE SUBMITTED WITH BID

RFP CP-21-02

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 or 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 City, 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 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 University 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 City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

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

CP-21-02
TENTATIVE CONSTRUCTION SCHEDULE

Please attach a tentative construction schedule (Gantt chart preferred) with the bid proposal outlining project details such as, but not limited to, utility disconnections, ordering of materials, anticipated delivery of materials, construction start date of April 1, 2021 and resulting plan with an estimated date of completion on or before December 1, 2021. Circumstances beyond the control of either party to the Contract that significantly alter the tentative construction schedule will be taken into account, and some allowance considered for adjustment of the construction schedule.

VII. SAMPLE CONTRACTOR AGREEMENT

CITY OF COLLEGE PARK, MARYLAND Request for Proposals CP-20-07 Hollywood Dog Park Project Sample Contractor Agreement

THIS CONTRACTOR AGREEMENT ("Agreement") is made this _____ day of _____, 2021, by and between CITY OF COLLEGE PARK (hereinafter referred to as the "City"), a municipal corporation of the State of Maryland, whose address is 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740 and _____ referred to as "Contractor"), whose address is _____

WHEREAS, the City wishes to provide for the installation and construction of the Hollywood Commercial District Streetscape Project; and

WHEREAS, the Contractor wishes to provide said services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF WORK

The Hollywood Commercial District Streetscape project is a public facilities improvement project to be constructed within road rights-of-way controlled by the City of College Park and Prince George's County. The project goals are to visually unify the streetscape, establish an identity for the commercial district, strengthen connections between commercial areas and residential areas, provide safe routes for pedestrians and cyclists of all ages, enhance and create value, strengthen businesses and attract new retail uses, and improve environmental and public health.

The work includes, without limitation:

- Reconstructing sidewalks along Rhode Island Avenue.
- Restriping vehicle lanes on Rhode Island Avenue to include protected bike lanes.
- Reconstructing bus stops on Rhode Island Avenue to provide additional amenities.
- Constructing three new parklet areas, one at the corner of Muskogee Street and Rhode Island Avenue, and two in the Rhode Island Avenue service lanes north of Edgewood Road.
- Reconstructing the intersection of Rhode Island Avenue and Niagara Road to enhance safety and accessibility.
- Constructing a new trail connection along Muskogee Street from Rhode Island Avenue to Narragansett Parkway.
- Improving safety at the intersection of Narragansett Parkway and Edgewood Road by reconstructing curb ramps and curb extensions.

- Landscaping throughout the project but focused in the parklet areas.
- Constructing three new stormwater management facilities utilizing precast filter structures and common reinforced concrete pipes, manholes and inlets.
- Installing new pedestrian-scale lighting.

The primary parklet features to be constructed or installed include timber frame structures, raised planter beds with seat walls, a stage area, site furnishings, lighting, and landscaping. Site landscaping incorporates extensive native plantings, preservation of several existing trees, and landscape screening along abutting properties. Lighting is proposed throughout the site. The Contractor will be responsible for obtaining and paying for all permits necessary to make connections for electric services and WSSC.

The City has filed permit applications for the site improvements with the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) which are pending approval. This includes the Site Development Concept Plan. A notice to proceed will not be given until these permits have been issued by DPIE. All other required licenses and permits will be the responsibility of the selected contractor, including without limitation, electrical service, site certifications, and use and occupancy permits.

The selected contractor shall be responsible for the cost and provision of any third-party inspection requirements. The selected Contractor will be required to pay all necessary fees and post any necessary bonds to such authorities, and any regulatory agencies having jurisdiction for inspection or for the privilege or right to execute the Work as called for in the Contract Documents, and the Contractor shall include the cost of said fees in its bid. The selected Contractor shall be responsible for any "construction fees" to implement the construction of the project.

The full scope of work is shown on the plans and specifications as referenced in the Technical Specifications dated January 4, 2021 and the Bid Set Final Construction Plans dated January 5, 2021 which are included in the Bid Documents and incorporated herein by reference. The selected Contractor will be responsible for all work listed above, shown on the plans and written on the project specifications constituting the Contract Documents, and all work that is incidental thereto.

DESCRIPTION OF ADD ALTERNATE BID ITEMS

The Project includes three additive alternative bids, described below:

ADD-ALTERNATE 1: To furnish and install Unilock Holland Premier Paver, or approved equal, in size, color, and finish, in quantity and location as specified on the Contract Documents for Paver A. Add Alternate 1 is generally between new concrete sidewalk and existing curb, east side of Rhode Island Avenue Station 102+80 to 109+75. Includes furnishing all material, labor, equipment, tools, and incidentals required to perform the work at the Contract unit price per square foot for Pavers and Contract unit price per square yard for Concrete Setting Bed – Pavers.

ADD-ALTERNATE 2: To furnish and install perforated aluminum umbrella, extruded aluminum post, and surface mount stand for non-collapsing umbrella at the manufacturer's recommendations at each café table in locations shown on the Contract Documents or as directed by the Engineer. Umbrella and surface mount stand "Altaire, Solstice" Umbrella, 87" diameter, 91" height, color and powder coat finish to match café tables, manufactured by Landscape Forms, or approved equal. Requires shop drawing and color sample for review and approval by the Engineer. Includes furnishing all material, labor, equipment, tools, and incidentals required to perform the work at the contract unit price each for Umbrella.

ADD-ALTERNATE 3: Perform 2" Hot Mix Asphalt Pavement Milling and place 2" Asphalt Superpave Mix 9.5mm for Surface on Rhode Island Avenue, from edge to edge, from Station 102+60 to 118+50, along with 30' of each intersecting street.

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

The work required of the Contractor will be performed in coordination with the City's Project Manager and/or her designee.

II. DATES OF WORK

Work under the Contract shall commence on or before ten (10) days from notice to proceed. All work shall be performed pursuant to the approved project schedule submitted by the Contractor and shall be completed on or before 280 days from notice to proceed. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement. Provision for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions.

III. CONTRACT PRICE

The City agrees to pay to the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, the sum of _____ Dollars (\$_____). Said Contract Price shall include all incidental costs, including, but not limited to, travel, printing, copying, drawings, diagrams and photographs. Invoices for payment under this Contract may be submitted on a monthly basis and must be accompanied by a statement of work completed and percent completed by phase and/or any other documentation required by the City.

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 Bid Proposals
- Bid Proposal Forms and Affidavits
- Geotechnical Report
- Construction Plans
- Technical Provisions

General Provisions
Special Provisions
Addenda
Permits
Performance Bond
Labor and Materials Bond
Other Documents Contained within the Bid Specifications
Certifications and Affirmations Required by the City
Certificate(s) of Insurance and Endorsements
Construction Schedule

In the event any term of the foregoing documents conflicts with the terms of this Agreement, this Agreement shall prevail over the Technical Specifications and Exhibits A and B, which shall prevail over the remaining Contract Documents.

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

The 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 the 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 as an additional insured, with the exception of the workers compensation, and will provide an additional insured endorsement.

i. Comprehensive General Liability Insurance:

Combined single limit liability insurance with a limit of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses with a minimum of 100% of construction costs. The City will not be liable for any damages during construction.

ii. Automobile Liability Coverage: Automobile insurance with a combined limit of \$1,000,000 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.

The Contractor will covenant 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 within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any reduction or elimination of the insurance coverage required herein.

Provision of any required insurance 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 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.

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 negligent or intentional actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

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 carry, at its own expense, Builder's Risk Insurance for the full Contract amount, insuring against the perils of fire and lightning, and providing extended coverage for vandalism and malicious mischief, subject only to the minimum standard deductibles allowed by law. The City will provide no coverage during the construction period.

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.

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of work under the Contract except as otherwise provided in the Contract Documents. 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 Agreement 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. 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 Request for Proposals CP-20-07 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 Agreement.

XI. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the Project Manager 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 five percent (5%) retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The five percent (5%) retainage shall be paid to the Contractor within six (6) months following substantial completion 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, LABOR and MATERIALS BOND

The Contractor shall give a Performance and Labor and Materials Bond within ten (10) business 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 Agreement, 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 to the parties may be delivered by electronic transmission, personal delivery, or by certified mail via the United States Postal Service to the following addresses:

For the City:
City Manager
City of College Park, Maryland
8400 Baltimore Avenue, Suite 375
College Park, MD 20740

For the Contractor: _____

XVIII. COSTS

In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

XIX. 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.

XX. GOVERNING LAW

This Agreement is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules. 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.

XXI. 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.

XXII. INTERPRETATION

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

XXIII. 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 Agreement, or for damages thereunder.

XXIV. SUCCESSORS AND ASSIGNS

This Agreement 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 Agreement without the City's express written consent, which may be withheld in the City's sole discretion.

XXV. NON DISCRIMINATION

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.

XXVI. 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.

XXVII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
City Manager

WITNESS:

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney

RFP CP-21-02 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)

(Seal)

Signature
Name: _____
Title: _____

Signed, sealed and delivered in the presence of: _____

(As to Surety)

SURETY (Seal)

By: _____

L.S. _____
Attorney-in-Fact

APPROVED AS TO FORM

COUNTERSIGNED

By: _____

L.S. _____
Resident Agent

Signed, sealed and delivered in the presence of: _____

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.

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

(Legal name of Contractor)

(Address of Contractor)

as Principal, hereinafter called Contractor, and

(Here insert full name and address 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 _____, 202__ 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 _____,
2021

IN THE PRESENCE OF:

(Principal) (Seal)

By: _____

Title: _____

Surety (Seal)

By: _____

Title: _____

