

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



INVITATION FOR BID

PROJECT: Northern Worcester Athletic Complex Parking Lot

DEPARTMENT: Recreation and Parks

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Monday, September 11, 2023

TIME: 2:30pm

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the construction of the new parking lots and associated site work at the Northern Worcester Athletic Complex in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Tuesday, September 5, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

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

E. SUBMISSION OF BID DOCUMENTS

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

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

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

F. OPENING OF BIDS

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

G. ACCEPTANCE OR REJECTION OF BIDS

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

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

H. QUALIFICATIONS

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF BID

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. BID EVALUATION

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

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

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

B. MATERIALS, SERVICES AND FACILITIES

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

C. INSPECTION AND TESTING

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

D. APPROVAL OF SUBSTITUTION OF MATERIALS

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

E. PROTECTION OF WORK, PROPERTY AND PERSONS

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

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

G. LICENSES AND PERMITS

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

H. SUPERVISION

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

I. CLEAN UP

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

J. CHANGES IN WORK

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

K. TIME FOR COMPLETION

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

L. LIQUIDATED DAMAGES

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

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or will be based on actual cost to the County, whichever is greater.

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

M. CORRECTION OF WORK

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

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

O. BID BOND

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

P. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

Q. GUARANTEE

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

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors for the construction of the new parking lots and associated site work at the Northern Worcester Athletic Complex, located at 9906 Buckingham Ln, Berlin, MD 21811 in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

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

C. SUMMARY

1. See attachments for full project information.

D. GENERAL REQUIREMENTS

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

E. ATTACHMENTS

1. Technical Specifications
2. Plans dated 8/4/2023
3. Appendices
4. Form of Bid – Northern Worcester Athletic Complex – Parking Lot Construction

F. PRE-BID MEETING

1. A pre-bid meeting is scheduled for **1:00pm on Tuesday, August 29, 2023** on-site at 9906 Buckingham Ln, Berlin, MD 21811,

G. PAYMENT

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

H. QUESTIONS

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

I. AWARD

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

END OF SECTION

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

REFERENCES

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

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

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

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and 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 of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

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

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

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

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

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

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

TECHNICAL SPECIFICATIONS FOR
Northern Worcester County Athletic Complex

9039 Worcester Highway

Berlin, Maryland

FOR

Worcester County Recreation & Parks



Professional Certification: I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the Laws of this state:

License No: MD 22798
Expiration Date: August 10, 2024



J. Stacey Hart & Associates, Inc.
PO Box 6
Snow Hill, MD 21863
410-390-8096
stacey@jstacehart.com

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DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01000 - SUMMARY

Part 1 - General

1-1 Scope

- A. Work Covered By Contract Documents:
 - 1. The work completed under this contract includes furnishing all labor, materials, and equipment and performing all work required for the construction of the new parking lots and associated site work.
 - 2. The removing of the existing stripes and re-striping of the existing parking lot.
- B. The work under this Contract generally includes, but is not limited to:
 - 1. Mobilization/Demobilization
 - 2. Construction stake-out
 - 3. As-Builts
 - 4. Materials Testing
 - 5. Clearing and grubbing
 - 6. Earthwork (all classes), demolition, stripping and salvaging topsoil, common borrow, placing salvaged topsoil, site grading
 - 7. Erosion and Sediment Control
 - 8. Storm drain piping
 - 9. Conduit installation
 - 10. Geotextile Fabric
 - 11. Class 0 Rip Rap for stone check dams
 - 12. Stormwater management / ESD facilities using No. 57 stone
 - 13. Superpave asphalt mixes
 - 14. Graded Aggregate Base
 - 15. Concrete curb
 - 16. White and Blue Pavement Markings
 - 17. Salvaging/Re-using and New Parking Bumpers
 - 18. Site stabilization- topsoil, seeding & mulching
- C. The work includes all requirements to provide a fully finished and operable facility including miscellaneous items and operations as shall be indicated, shown, specified, or required to complete the work in strict conformity with the Contract Documents. The work also includes all specified, indicated and shown mechanical and electrical equipment, appliances, appurtenances, furnishings, instrumentation and controls, accessories, tests and sundry parts and material as shall be necessary and required for a completely operable installation satisfactory to the Owner.
- D. The Drawings and written Contract Documents are intended to indicate as clearly as practicable the work to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the Drawings and the work involved. Work under the Contract shall be carried out to meet these field conditions to the satisfaction of the Owner and in strict conformance with his instructions, the Drawings, the Specifications, and conditions and covenants of the Contract Documents in accordance with their true intent and full meaning.

1-2 Test Pits

- A. All known subsurface lines, pipes, conduits, and structures are indicated on the plans and profiles. These lines indicated are based upon the best available plans and maps. However the County assumes no responsibility for the accuracy of the Drawings. In any area where the Contractor must make connections to or cross existing lines, it shall be his responsibility to locate existing utilities and verify the locations to his satisfaction. In the event that utilities are not as shown on the Contract Drawings, the Contractor shall immediately notify the Owner so that adjustments can be made if required.
- B. The Contractor shall be solely responsible for all damage to underground or aboveground lines encountered in any manner during construction. When crossing and working in the vicinity of existing lines, it shall be the Contractor's responsibility to properly support and maintain the operation of the lines. Extreme care must be exercised in excavation and backfill operations. The Contractor shall correct, at his own expense, all damage caused to existing lines

1-3 Coordination of Trades

- A. Where the work of any trade will be installed in close proximity to the work of other trades, or where there is evidence that the work of any trade will interfere with the work of other trades, the Contractor shall work out space allocations to make satisfactory adjustment. If so ordered by the Owner, the Contractor shall prepare composite working drawings and sections at a suitable scale, not less than 1/4-inch equals one foot, clearly showing how work is to be installed in relation to the work of other trades. If the Contractor permits any work to be installed before coordinating with the various trades or so as to cause interference with the work of other trades, he shall make necessary changes in the work to correct the condition without extra cost to the County.

1-4 Pre-Construction Conference

- A. Before starting the work, a conference will be held to establish procedures for coordination/interfaces, handling shop drawings and other submissions, and for the processing of applications for payment. Among those present at the conference will be the Contractor and his Superintendent, County Representatives, Design Engineer, and/or their duly authorized agents, and the Inspector.
- B. The purpose of the conference is to designate responsible personnel and establish lines of communication. Matters requiring coordination will be discussed and procedures for handling such matters established. The preliminary agenda will include:
 - 1. Contractor's Progress Schedule and Schedule of Values
 - 2. Transmittal, review and distribution of Contractor's submittals
 - 3. Maintaining record documents
 - 4. Critical work sequencing
 - 5. Field decisions and change orders
 - 6. Use of premises, office and storage areas, security, housekeeping and the County's needs
 - 7. Major equipment deliveries and priorities

1-5 Progress Meetings

- A. Project progress meetings will be held monthly to review the progress and schedule of the work. The Contractor shall make his Project Manager and Field Superintendent available for said progress meetings and to meet the County at a location to be determined during the preconstruction meeting. The frequency of the project meetings may change at the discretion of the Owner.

1-6 Additional Material and/or Equipment

- A. Because of the small scale of the drawings, it is not possible to indicate all offsets, fittings and accessories which may be required. The Contractor shall carefully investigate the site conditions affecting his work and shall arrange his work accordingly as may be required to meet such conditions, at no additional cost to the County.

1-7 Singular Number

- A. Where material, a device, or part of the equipment is referred to in the singular number, it is intended that such reference shall apply to as many items of material, devices or parts of equipment as are required to complete the installation.

1-8 Submittals

- A. Ten days after receipt of notice to proceed, the Contractor shall submit a submittal schedule listing as near as practicable by specification section number and/or drawing number, all submittals required, and approximate date submittal will be forwarded to the Owner.
- B. After checking and verifying all field measurements, the Contractor shall submit to the Owner, for approval, a minimum of five (5) copies of all submittals, which shall have been checked by and stamped with the approval of the Contractor and identified as shown herein. The number of copies per submittal may be adjusted at the pre-construction meeting.
- C. Each submittal shall be assigned a sequential number; Submittal No. 1, 2, 3, 4, etc., for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.

The following stamp shall be affixed to each submittal and appropriately completed:

<p>CHECKED AND APPROVED FOR SUBMISSION</p> <p>(CONTRACTOR'S NAME)</p> <p>JOB _____</p> <p>CONTRACT NO. _____</p> <p>DATE _____ BY _____</p> <p>SUBMITTAL NUMBER _____</p> <p>ITEM _____</p> <p>CONTRACT REFERENCES:</p> <p>SPECIFICATION _____</p> <p>DRAWING _____</p>

1. Resubmittals shall be labeled with the letter "R" followed by the number of the resubmission. Example: The Contractor's tenth submittal, being resubmitted for the first time shall be numbered Submittal No. 10R1, resubmitted for the second time shall be numbered Submittal No. 10R2, etc. Submittals of supplemental information requested by the Owner shall be labeled with sequential letters of the alphabet beginning with "A". Example: The Owner reviews the Contractor's tenth submittal and finds it generally acceptable but requests additional information, such as supporting calculations. The Contractor shall submit the supplemental information numbered Submittal No. 10A. If additional supplemental information is required, such information shall be submitted as Submittal No. 10B, etc.

D. All shop drawings shall be in conformity with the Contract Drawings and Special Provisions. All shop drawings except diagrams, illustrations, brochures and schedules shall be to appropriate scale, but in no case smaller than 1/4" = 1'-0", and shall give all dimensions required for manufacture, fabrication, assembly, installation and incorporation in the work. All shop drawings shall be complete, accurate and distinct, and shall show outline and section views, details, kinds of materials to be used, the kind of machine work and finish to be applied, and the installed locations of the said materials, equipment, accessories, appurtenances and related items. Shop drawings showing field assembly of piping and/or conduit systems shall incorporate sufficient views, sections, plans and elevations to show each and every fitting, specialty, and item of equipment, including locations and spacing of hangers and supports. Piping and/or conduit systems 2-inches in diameter and smaller may be shown as a single line. Where several models, sizes, variations or options are shown on a submittal or shop drawing, the equipment or items being supplied shall be clearly marked with an arrow or non-applicable items shall be crossed out.

E. In general, submittals will be returned to the Contractor within 15 working days of receipt by the Owner.

1-9 As-Built Drawings

- A. Provide three (3) sealed paper copies and an electronic format copy (AutoCAD).
- B. As-built drawings shall be completed, submitted and approved at the completion of the

project and before final acceptance by the Owner.

1-10 Working Area

- A. The Contractor shall not occupy with men, tools, equipment, or materials any part of the County property outside of the designated limit of construction shown on the Drawings or established by the Owner, or their duly authorized agents and the County.

1-11 Contractor Storage Area

- A. A storage area has been assigned as generally shown on the Drawings, for use by the Contractor for storage of his materials, tools, equipment, and other items necessary for construction. The exact limits of the areas will be marked in the field as shown on the permit drawings. The Contractor shall be fully responsible for the security of this area, including fencing, watchmen, and other means of security. Under no circumstances will the County be responsible for the security of any property belonging to the Contractor, his subcontractors, or any of his work force.
- B. The Contractor shall grade and stabilize a portion of the assigned storage area for a temporary mobilization and parking area for his use during the contract period and shall restore the entire storage area to its original condition upon completion of the project.
- C. The existing park facilities, e.g. athletic fields, will be in use during construction. The contractor shall take that in consideration on storage of equipment, supplies and materials.

1-12 Temporary Services

- A. The Contractor shall provide, subject to the approval of the Owner, and pay for the acquisition, maintenance and removal of such temporary water, heat, light, power, fence around excavated area and enclosed storage, and all other temporary services as may be required in the prosecution of this Contract.
- B. The Contractor shall provide and maintain one temporary portable chemical toilet on the site for the full term of the Contract.
- C. The cost of any temporary electric and other utility service installation or use for the completion of this Contract and the testing of all electrical and mechanical equipment and other related work shall be borne by the Contractor up to and including the date of the final acceptance.

1-13 Confined Space Requirements

- A. The Contractor shall follow all confined space procedures in accordance with the Contractor's confined space program
- B. The Contractor shall determine if excavations greater than four (4) feet in depth are to be considered permit-required confined spaces. If any excavations are determined to be permit- required confined spaces, the Contractor shall follow the appropriate confined space procedures.

1-14 Working Hours

- A. The Contractor shall be completed within the contract time stipulated in the Proposal, including weekends and holidays.
- B. Work shall be limited to weekdays (Monday through Friday) and shall commence no earlier than 7:00 A.M. nor proceed later than 5:00 P.M. Work is subject to other limitations in this contract.
- C. No work will be permitted on weekends or on legal County holidays, except in cases of emergency, and then only to such extent as is absolutely necessary and with written permission of the Owner.
- D. The existing park facilities, e.g. athletic fields, will be in use during construction. The contractor shall take that in consideration when working.

1-15 Schedule of Values

- A. In order to determine the amount of the monthly estimate, the successful Contractor shall furnish a complete breakdown of his total bid, also referred to as a Schedule of Values. The Contractor shall furnish this information within ten (10) days after receipt of Notice-to-Proceed. The breakdown will, in general, follow the outline of the specification items. Upon approval by the Owner, the breakdown shall be the basis for calculating the amount of monthly estimates specified in the Standard Specifications.

1-16 Construction Sequencing, Coordination and Scheduling

- A. The Contractor shall prepare a project schedule in Gantt Chart format which indicates the critical path. The schedule shall indicate when the shop drawing submittal list will be submitted.
- B. The Contractor shall refer to Contract Drawings for the sequence of construction.

1-17 Topsoil & Turf Establishment

It is the Contractor's responsibility to assure that the area of the project graded with clean fill adequate to support the establishment of permanent grasses. All soil areas within the limit of disturbance must be raked smooth and free of all debris. Trip hazards and construction debris will not be allowed under any circumstances.

- END OF SECTION -

DIVISION 2 – SITE WORK

SECTION 02050 - SITE PREPARATION

Part 1 - General

1-1 Scope

- A. Contractor shall provide all labor, material, equipment and services for and reasonably incidental to executing all Site Preparation as indicated on drawings and/or specified, as directed by Worcester County or their Representative, or as necessary to perform the work required under this Contract.
- B. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from the Worcester County Soil Conservation District (WoSCD), Worcester County Environmental Programs (stormwater), the Maryland Department of the Environment (MDE), Worcester County (Owner) and any other applicable permits.
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owners prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owners, he will bear all costs arising therefrom.
- D. Work shall consist of, but not be limited to, the following:
 - 1. Provide and maintain temporary signs, signals, lighting devices, markings, barricades, and channelizing and hand signaling devices to protect personnel and new construction from damage by equipment and vehicles until the surface is approved by the Owners or Owner's Representative. Work shall be conducted to permit a minimum of one traffic lane along Ball Park Drive at all times.
 - 2. Removal and disposal of items indicated or required in order to complete the overall scope of work for this project.
 - 3. Removal and disposal of all solid waste, debris and trash.
 - 4. The Contractor shall establish and provide lay out of lines, levels and grades for all work of this contract. The established reference points for horizontal and vertical control are indicated on the drawings. Should any work be questioned by the Owners or the Owner's Representative, it shall be rechecked and certified in writing by a Professional Engineer or Land Surveyor at no addition to contract sum. If the Contractor identifies conflicts between the control data, layout data, and other details shown on the plans and/or conditions in the field, the Contractor shall contact the Owner immediately and request verification of the control data, layout data, and other details provided to the Contractor. The Owner shall be notified regarding potential conflicts prior to the Contractor establishing the layout lines, levels or grades for the proposed construction.
- E. Related Documents: The general provisions of the Contract, and The Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022, and all applicable supplements and addenda pertaining there to apply to this section.

1-2 Job Conditions

- A. Contractor's responsibility - It shall be the Contractor's responsibility to have visited the site and to have examined all contract documents and determined to his complete satisfaction the extent of work to be accomplished.
- B. Dust control - Use all means necessary to prevent the spread of dust during performance of the work of this Section; thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site.
- C. Burning - On-site burning will not be permitted unless specifically approved by Worcester County.
- D. Protection - Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner at no additional cost to the Owner.

1-3 Ownership of Materials

Materials not specified to be utilized as fill on-site shall be disposed of off-site by the Contractor at an approved disposal facility secured by the Contractor. The cost for disposing of materials off-site shall be included in the respective bid item governing the specific portion of the work.

Part 2 - Products

2-1 Temporary Barricades

Unless otherwise specifically approved by the Owner or the Owner's Representative, use only new and solid lumber of utility grade or better to construct temporary barricades around the objects designated to remain.

2-2 Explosives

Do not use explosives on this work.

2-3 Other Materials

All other materials not specifically described but required for proper completion of the work of this Section, shall be selected by the Contractor subject to approval of the Owner or the Owner's Representative.

Part 3 - Execution

3-1 Preparation

- A. Notification - Notify the Owner and Worcester County Department of Environmental Programs by mail at least ten (10) days prior to commencing the work of this Section.
- B. Site Inspection - Prior to any work of this Section, carefully inspect the entire site and all objects designated to be removed and to be preserved, locate all existing utility lines and determine all requirements for disconnecting and capping, and locate all existing active utility lines traversing the site and determine the requirements for their protection.
- C. Pre-Construction Inspection – Pre-construction inspection shall be coordinated and conducted with Worcester County Environmental Programs to identify the limit of disturbance

(LOD) perimeter, and means of sediment and erosion control.

- D. Clarification - The drawings do not purport to show all objects, such as trees and shrubs existing on the site. Before commencing the work of this Section, verify with the Owner or the Owner's Representative all objects to be removed and all objects to be preserved.
- E. Protection of Utilities - Preserve in operating condition all active utilities traversing the site and designated to remain. The Contractor shall closely coordinate his activities with Worcester County and utility companies affected by the work.

3-2 Maintenance of Traffic

- A. Vehicle Traffic: The Contractor shall develop and implement a Traffic Control Plan (TCP) consisting of maintaining traffic safely and efficiently through and/or around the area affected by the work as approved by the Owner or Owner's Representative.

Part 4 - Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum price bid.

- END OF SECTION -

DIVISION 2 –SITE WORK

SECTION 02220- EARTHWORK

Part 1 – General

1-1 Scope:

- A. The Contractor shall provide all labor, material, equipment and services necessary for and reasonably incidental to executing all Earthwork for preparation of subgrade and base for the pavement, furnishing and installing complete all backfill, topsoil, sand, and related items, excavating and compacting as shown on the drawings and/or specified herein.
- B. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from Worcester County Soil Conservation District (WoSCD), Worcester County Environmental Programs (stormwater), the Maryland Department of the Environment (MDE), and any other applicable permits.
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he will bear all costs arising therefrom.
- D. Work shall consist of, but not be limited to, preliminary rough grading; excavation; bedding; providing off-site borrow; removal from the site of unsuitable soil materials; soil testing and certification; rough grading, surcharging fill and backfilling for paving, structure subgrades, finish grading of subgrades, proof rolling, and dewatering. Erosion Control measures are included as part of this work.
- E. Definitions: "Excavation" consists of removal of material encountered to elevations specified and subsequent disposal of materials removed. "Fill" shall include supplying, placing and compacting on-site borrow or off-site borrow brought to the site to the elevations indicated. "Subgrade" is the bottom of aggregate base materials under/behind structures, utilities and pavements. In areas where aggregate base materials are not specified, subgrade shall mean the bottom of the topsoil or surface treatment, whichever is lower.
- F. All excavation, fill, bedding and backfill work provided under other sections of these specifications shall conform to requirements of this Section and all backfill shall be tested and certified by the Contractor's soils testing agency provided as work of this Section.
- G. The Contractor shall implement all measures necessary to protect the subgrade under all pavements and structures from damage due to construction activities and equipment. The Owner makes no representations that the existing soils are adequate to support construction equipment and materials without damage to the subgrade. The Contractor shall include in his Base Bid all labor, materials and equipment necessary to protect the subgrade from damage and shall repair any damage at no additional cost to the Owner.
- H. Related work not included in this Section consists of the following:
 - 1. Hot Mix Asphalt Pavement provided under Section 02550

2. Environmental Site Design (ESD) Work under Section 02750
 3. Cast-In-Place Concrete provided under Section 03302
- I. Related Documents: The general provisions of the Contract,; “ASTM Standards in Building Codes,” latest edition The Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022, and all applicable supplements and addenda pertaining there to apply to this section.

1-2 Quality Assurance:

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1-3 Testing and Soils Testing Agency:

- A. The Contractor will engage an experienced and approved third party geotechnical inspector for quality control testing and inspection during earthwork operations. Cost of testing and inspection shall be borne by the Contractor.
- B. The firm shall provide its professional opinion by letter, sealed and signed by a professional engineer registered in the State of Maryland, that the earthwork has been completed in accordance with the plans and specifications.

1-4 Submittals:

- A. Test Reports-Excavating: Submit the following reports directly to Owner or Owner's Representative from the soils testing agency with copy to Contractor.
1. Test reports on borrow material.
 2. Field density test reports.
 3. One optimum moisture-maximum density curve for each type of soil encountered as a minimum.

1-5 Job Conditions:

- A. Existing Utilities: The Contractor shall notify the Owner or the Owner's Representative and Miss Utility forty-eight (48) hours prior to the start of earth moving activities. He shall locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner and the Owner or Owner's Representative immediately for directions. Cooperate with utility companies in keeping services and facilities in operation. Repair damaged utilities to satisfaction of utility owner. Do not interrupt existing utilities serving facilities occupied and used by Owner or others during occupied hours, except when permitted in writing by Owner or the Owner's Representative and then only after acceptable temporary utility services have been provided.
1. Provide a minimum of 48-hour notice to Owner or the Owner's Representative and obtain written notice to proceed before interrupting any utility.
- B. Explosives: Do not bring explosives onto site.

- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining washout and other hazards created by earthwork operations

Part 2 - Products

2-1 Soil Materials:

- A. Topsoil shall be a loam, sandy loam, clay loam, silt loam, sandy loam or loamy sand. Other soils may be used if recommended by an agronomist or soil scientist and approved by the appropriate approval authority. Topsoil must not be a mixture of contrasting textured subsoils and must contain less than 5 percent by volume of cinders, stones, slag, coarse fragments, gravel, sticks, roots, trash, or other materials larger than 1½ inches in diameter. Topsoil must be free of noxious plants or plant parts such as Bermuda grass, quack grass, Johnson grass, nut sedge, poison ivy, thistle, or others as specified. Topsoil substitutes or amendments, as recommended by a qualified agronomist or soil scientist and approved by the appropriate approval authority, may be used in lieu of natural topsoil.
- B. Satisfactory (“select fill”) soil materials are described and shall conform to the following soil classification groups of the United Soil Classifications in accordance with ASTM D2487: GW, GP, GM, SM, SW and SP with a Plasticity Index (P.I.) less than 20.
- C. Unsatisfactory soil materials are described and shall conform to the following soil classification groups of the United Soil Classifications in accordance with ASTM D2487: GC, SC, ML, MH, CL, CH, OL, OH and PT.
- D. Unsatisfactory Fill may be used for general site grading upon approval of the Owner or Owner’s Representative in all areas where suitable material is not required unless otherwise specified.

2-2 Aggregate:

- A. Backfill and Fill Materials shall be in accordance with the provisions of Section 901 “Aggregates” of the Maryland SHA Standard Specifications being either CR-6 or GA.

Part 3 - Execution

3-1 General Excavation:

- A. “Excavation” is unclassified and includes excavation to the proposed subgrade elevations indicated, regardless of character of materials and obstructions encountered. It shall be the Contractor’s responsibility to verify the excavation volume before submitting a proposal. Any excavation quantities shown on the Drawings are approximations only and differences between those and the Contractors measured quantities shall not be cause for a cost extra.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or one foot below existing grade, whichever is lower; or dimensions without specific direction of the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at Contractor’s expense. Backfill and compact unauthorized excavations as specified or authorized excavations of same classification, unless otherwise

directed by the Owner or the Owner's Representative.

3-2 Site Excavation:

- A. Following stripping operations at the parking lot area, the geogrid shall be placed and then the existing sub-base shall be proofrolled, where appropriate, with a heavy pneumatic tired vehicle such as a dump truck. The purpose of proofrolling is to provide surface densification and to identify areas potentially requiring undercutting. However, proofrolling is not advised in wet areas which may deteriorate under repeated vehicular loading. Wet areas should be drained and allowed to dry prior to proofrolling. Precipitation may result in standing water (perched water) at low areas. If the water is allowed to pond, the natural soils may deteriorate and overexcavation or subgrade improvements may be necessary at those areas. The Contractor's geotechnical consultant shall be consulted to evaluate and provide written recommendations when poor subgrade conditions are encountered.
- B. Strip suitable topsoil from the site where excavation or grading is indicated and stockpile separately from the other excavated material. Material unsuitable for use as topsoil and backfill shall be wasted off-site at a legal location at the Contractor's expense. Locate topsoil so the material can be used readily for the finished grading. Where sufficient existing topsoil conforming to the material requirements is not available on site, provide borrow materials suitable for use as topsoil. Protect and keep in segregated piles until needed.
- C. Care should be exercised during the grading operations at the site. Shallow ML material where identified at the boring locations. These materials are sensitive to changes in moisture conditions and should therefore be protected. If earthwork is conducted in the presence of moisture, the traffic of heavy equipment, including heavy compaction equipment, may create pumping and a general deterioration of the subgrade soils. Construction traffic should be minimized at structural subgrade areas. If at all possible, the grading should be carried out during dry weather. This should minimize these potential problems, although they may not be eliminated. If such problems arise, the Geotechnical Consultant should be consulted for an evaluation of the conditions. Overexcavated areas resulting from the removal of organic matter, utilities, tree and shrub roots, rubble, or otherwise unsuitable materials should be backfilled with properly compacted materials in accordance with the procedures discussed in the following section.
- D. Native ML and SM soils will be sensitive to alteration in moisture content and will become unworkable during and following periods of precipitation. For this reason, if earthwork is attempted in late autumn, winter or early spring, the importation of high quality, granular sand/gravel mixtures would be appropriate for wet weather placement. The ML and SM materials will become unworkable at moisture contents greater than 3 percentage point above optimum. The Contractor will be required to dry these materials in order to use them as suitable fill under structures and pavements and as backfill for retaining walls, or set them aside for use in landscape areas.
- E. Material Storage: Stockpile satisfactory excavated materials required for backfill or fill. Place, grade and shape stockpiles for proper drainage. Protect as necessary. Prevent saturation of soil above the optimum moisture content.
 - 1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain. Dispose of excess soil material and waste materials as herein specified. The Contractor shall stockpile all fill material in locations designated on the plans unless approval is specifically granted in

writing by the Owner for placement in other locations on the project site within the specified limit of disturbance.

- F. Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

3-3 Compaction:

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.
- B. After the excavation and/or stripping operations have been completed, the subgrade soils shall be inspected by the contractor's Geotechnical Consultant. It is intended that the geogrid shall be installed prior to proofrolling. This should be done in phases such that the subgrade soils and geogrid are not exposed to adverse weather conditions. The Owner will require the subgrade and geogrid materials be proofrolled utilizing a heavily loaded dump truck or other pneumatic tired vehicle of similar size and weight. The purpose of proofrolling will be to provide surficial densification and to locate any isolated areas of soft or loose soils requiring undercutting. Proofrolling is not advised in wet areas, which may deteriorate under repeated vehicular loading. The Contractor shall contact the Owner immediately if the subgrade is suspected to be weak prior to proofrolling to receive direction from the how to proceed. Precipitation may result in standing water (perched water) at low areas. The Contractor may be directed by the Owner to proofroll a specific area or areas with a lightly loaded truck when conditions warrant a change and subject to advance approval of the Owner. The Contractor shall implement all measures necessary to convey water away from fill placement areas, or use dewatering measures to protect the subgrade prior to placement of fill materials. The cost for these measures shall be included in the Base Bid.
- C. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D -1557.
 - 1. Pavements, Walks, and Slabs: Compact each 8 inch (maximum) layer of backfill or fill material to a minimum of 95 percent of the maximum dry density. The top one foot below subgrade (shall be compacted to 95 percent. Adjustments to the natural moisture content of the soils may be required in order to obtain the specified compaction levels.
 - 2. Lawn Areas: Compact each layer of fill material to a minimum 85% of the maximum dry density.
- D. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in manner to prevent free water appearing on surface during or subsequent to compaction operations.
 - 1. Remove and replace or scarify and air dry soil material that is too wet to permit compaction to specified density.
 - 2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

- E. For proofrolling and fill compaction operations, compaction shall extend at least two (2') feet beyond the pavement boundaries except as shown on the plans and/or as directed by the Owner or Owner's Representative. A sufficient number of in-place density tests shall be performed by the Contractor's geotechnical consultant to verify that the proper degree of compaction is being obtained in all fill soils. As a minimum, the number of tests shall be as specified under Paragraph 3-5A of this Section.

3-4 Grading:

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finish surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades. If earthwork is conducted in the presence of moisture, the traffic of heavy equipment, including heavy compaction equipment, may create pumping and a general deterioration of the subgrade soils. Construction traffic should be minimized at structural subgrade areas. If at all possible, the grading should be carried out during dry weather.
- B. Grading Surface of Fill: Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of 1/2" when tested with a 10' straight edge.
- C. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3-5 Field Quality Control:

- A. Quality Control Testing during Construction: Soil Testing Agency must approve subgrades and fill layers before further construction work is performed.
 - 1. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2922 (Nuclear Density Moisture Gauge), as applicable.
 - 2. Paved Areas: Make at least one field density test of subbase for every 5000 square feet of paved/ gravel surface areas. In each compacted fill layer, make one field density test for every 5000 square feet. The testing agency shall recommend additional testing if in their opinion, the above recommendations are not sufficient.
- B. If in the opinion of the Owner, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense to the Owner.
- C. Cost of inspection and testing shall be borne by the Contractor.
- D. The Contractor's geotechnical consultant shall provide their professional written opinion that the fill and backfill materials have been placed and compacted in accordance with the specifications.

3-6 Maintenance:

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.

- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable on excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact and replace surface treatment. Restore appearance, quality and condition of surface or finish to match adjacent work and eliminate evidence of restoration to greatest extent possible and to the satisfaction of the Owner or Owner's Representative.

3-7 Disposal of Excess and Waste Materials:

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, tree stumps, roots, greenery, trash and debris, and legally dispose of it off the Owner's property.
- B. Remove excess excavated earth material and legally dispose of off-site if the materials are not suitable for fill on-site, subject to the approval of the Owner.

3-8 Soil Erosion Control:

- A. General: Contractor shall furnish all materials and shall install the erosion control devices as shown on the plans and these specifications. The Contractor's attention is specifically directed to the fact that these plans refer to the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control and approved supplements. Also, it should be noted that it is a requirement of the Erosion Control Plan that these devices are in place prior to general excavation and grading.
- B. Contractor shall be responsible for construction and maintenance of all sediment control structures and measures as indicated on drawings and/or required by local officials. Contractor shall schedule his work so that time for preliminary grading is reduced to a minimum.
- C. Site to be rough graded to drain naturally immediately after work commences. All foundation work drainage shall be pumped to sediment control devices until backfilling has been completed.
- D. Public roads and other right-of-ways shall be kept free of sediment deposits left from heavy truck traffic leaving the construction site.
- E. Place erosion and sediment control measures where shown on drawings, and install and construct all measures in accordance with the 2011 "Maryland Standards and Specifications for Soil Erosion and Sediment Control", and as shown on the plans.
- F. The Contractor shall cooperate fully with all sediment and erosion control inspection personnel, and shall observe all measures indicated on the Contract Drawings.

Part 4 - Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum price bid.

- END OF SECTION -

DIVISION 2 – SITE WORK

SECTION 02550 – HOT MIX ASPHALT PAVEMENT

Part 1 – General

1-1 Scope

- A. Contractor shall provide all labor, materials, equipment and services necessary for and reasonably incidental to, furnishing and installing complete all related items as shown on the drawings and/or as specified herein.
- B. The Contractor shall adhere to the terms of the various permits and approvals issued to this project. This shall include permits and approvals from Worcester County (Owner) and any other applicable permits.
- C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to work. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, he will give the Owner or the Owner's Representative prompt written notice thereof. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner or the Owner's Representative, he will bear all costs arising therefrom.
- D. Work shall consist of, but not be limited to, final preparation and shaping of subgrades, placement/installation of geogrid, installing base course, prime coats, tack coats, asphalt pavement, line painting and handicap symbol painting, signs and posts.
- E. Related work not included in this Section consists of the following:
 - 1. Section 02050 provided under "Site Preparation".
 - 2. Section 02220 provided under "Earthwork".
 - 3. Section 03302 provided under "Cast-In-Place Concrete".
- F. Related Documents: The general provisions of the Contract, and The Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022 and all applicable supplements and addenda pertaining thereto apply to this section.

1-2 Quality Assurance:

- A. Source Quality Control: Maintain quality in products by using those of a qualified hot mix asphalt producer having qualified plant operation personnel
- B. Experience: The hot mix asphalt producer shall be a bulk producer regularly engaged in production of hot-mixed, hot-laid asphalt conforming to the standards referenced herein.
- C. Workmen Qualifications: Provide at least one person thoroughly trained and experienced in the skills required who readily understands the design and is completely familiar with the application of stone base and hot mix asphalt paving work. Said person shall be present at all times during progress of the stone base and hot mix asphalt paving work and shall direct the performance of said work. For actual finishing of hot mix asphalt surfaces and operation of the equipment, use only personnel thoroughly trained and experienced in the skills required.

Part 2- Materials

2-1 Paving and Aggregate Products

A. Roadwork and Paving

All road surfaces and paved parking areas where indicated on the plans shall consist of hot mix asphalt base (HMA) superpave material and aggregate over the geogrid and compacted aggregate base. Paving shall be installed to the sizes, dimensions, grades, slopes and elevations as shown on the contract drawings.

The Contractor shall submit in writing at least three weeks in advance of the paving operation the following information for the Owner or Owner's Representative:

1. Source of each aggregate component.
2. Source of asphalt and anti-stripping agent.
3. Complete gradation.
4. Plant from which material will be ordered.

B. Aggregate Base Course

1. Aggregate Base Course: The aggregate base course shall be in accordance with the provisions of Section 501 and Section 901, "Aggregates", Tables 901A and 901B, being Graded Aggregate Base MD CR-6 Crusher Run of the Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials.

C. Geogrid

1. Soil stabilization shall be achieved using a geosynthetic component manufactured from a punched polypropylene sheet. Geogrid specified shall be *H-Series HX5.5* as manufactured by Tensar International Corporation. Substitutions must be approved by the Owner or Owner's Representative.

D. Measurement and Payment

1. The Maryland Department of Transportation, State Highway Administration Specification provisions dealing with measurement and payment for pavement courses shall not be applicable to this contract. No measurement for this item of work will be made since its' cost shall be included in the lump sum price bid.

2-2 Pavement Paint

Paint shall be in accordance with Federal Highway Administration Specification TT-P115, type III. Roadways and parking areas shall be delineated with white paint whereas handicapped parking spaces and access routes shall be painted in blue.

Part 3- Execution

3-1 Subgrade

- #### A.
- Shall be in accordance with Section 02220 of these Specifications. Materials which do not conform to Unified GW, GP, GM, SW, SP, or SM shall be undercut to at least one

foot below subgrade and replaced with acceptable granular soils (i.e., GW, GP, GM, SW, SP, and SM).

3-2 Base Course

- A. Placement and Compaction: Place base material in layers not more than 8" in loose depth for material compacted by heavy compaction equipment and not more than 4" in loose depth for material compacted by hand operated tamper.
 - 1. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen or contain frost or ice.
- B. Place base material evenly adjacent to paving, piping or conduit to required elevations. Take care to prevent wedging action of backfill against paving or displacement of piping or conduit by carrying material uniformly around paving, piping or conduit to approximately same elevation in each lift.
- C. Seasonal Limits: No base material shall be placed, spread or rolled while it is frozen or thawing or during unfavorable weather conditions. When the work is interrupted by heavy rains, operations shall not be resumed until the Contractor's Testing Agency indicates that the moisture content and density of the previously placed fill are as specified.

3-3 Grading

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finish surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of 1/2" when tested with a 10' straight edge.
- C. Compaction:
 - 1. All pavement subgrade areas shall be inspected and proof rolled. The top 12 inches of the natural subgrades at pavement areas shall be compacted to 95 percent of the Standard Proctor maximum dry density (ASTM D-668) before fill or stone placement.
 - 2. After grading, compact aggregate sub-base course to a minimum of 95 percent of the maximum dry density per the Standard Proctor Method (ASTM D-668).

3-4 Field Quality Control

- A. Quality Control Testing During Construction: Contractor's Testing Agency must approve subgrades and fill layers before further construction work is performed.
 - 1. Perform field density tests in accordance with ASTM D-1556 (sand cone method) or ASTM D-2922 (Nuclear Density Moisture Gauge), as applicable.
 - 2. Make one field density test for every 1,000 square feet of sub-base course, unless otherwise directed by the Owner or the Owner's Representative. The Contractor's Testing Agency shall recommend additional testing if in their opinion, the above recommendations are not sufficient.

- B. 01If in the opinion of the Owner or the Owner's Representative, based on testing service reports and inspection, aggregate base which have been placed are below specified density, provide additional compaction and testing at no additional expense.
- C. Cost of inspection and testing shall be borne by the Contractor.
- D. Certification: The Contractor's Testing Agency shall provide its professional opinion that the aggregate base course has been placed in accordance with the specification.

3-5 Hot Mix Asphalt Pavement

- A. Hot mix asphalt material shall be applied only to dry surfaces.
- B. Equipment and methods of construction shall be in accordance with Section 500 of the Maryland State Highway Administration Specifications, latest edition thereof.
- C. Hot mix asphalt pavement base and surface courses shall be laid to the grade and cross section as shown on the drawings.
- D. The temperature of the mixture shall be not less than 225° F at the time of placement.
- E. No traffic will be permitted on the hot mix asphalt pavement until it has set sufficiently to prevent marking.
- F. The Contractor shall take all steps necessary to prevent damage to completed pavements during construction until final acceptance of the project by the Owner. Construction equipment and materials shall not travel over or be stored on pavements accepted by the Owner. Any damage to the pavements or the base materials by construction activities shall be repaired as directed by the Owner or the Owner's Representative at no additional cost to the Owner.

3-6 Pavement Painting

The Contractor shall paint new paved and gravel parking areas delineating spaces with white paint as shown on the drawings. Paint for the handicapped parking and access paths shall be blue. Lines shall be 4" wide. Paint shall be material especially adapted for this use being equal to Gliddens "Romard Traffic Paint" or DegraCo "Traffic Master" Standard Type. Preferably, Contractor shall allow the pavement to cure for at least 21 days before applying paint. Clean the pavement to remove loose sand, stones, dust, oil, grease, water, and other substances that are harmful to paint or adversely affect the adhesion of paint. Do not apply paint if conditions prevent neat, uniform application.

Part 4- Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum price bid.

-END OF SECTION -

DIVISION 2 –SITE WORK

SECTION 02750 - ENVIRONMENTAL SITE DESIGN (ESD) WORK

Part 1 – General

1-1 Scope:

- A. The Contractor shall furnish all labor, materials and equipment required to complete the ESD devices in strict accordance with the Specifications and as specified on the Contract Drawings. Once the ESD devices have been completed and approved by the Owner or Owner’s Representative, the Contractor shall be responsible for ensuring vegetation within the grass channels for a one (1) year warranty period.
- B. Work shall consist of, but not be limited to, excavation, importing and placing of geotextile and stone materials, site grading, soil preparation, and seeding the ESD devices as shown on the Contract Drawings.
- C. Related work not included in this Section consists of the following:
 - 1. Section 02220 provided under “Earthwork”.
 - 2. Section 02801 provided under “Landscape Work”.
- D. The following specifications of the 2007 Maryland Department of the Environment Stormwater Management Manual apply to this section unless noted otherwise herein:
 - 1. *Appendix A - Landscape Guidance for Stormwater BMPs, and*
 - 2. *Appendix B.4 – Construction Specifications for ESD Practices.*

Part 2 - Products

- A. Geotextile
 - 1. Check Dams and Level Spreader: Geotextile used shall be a nonwoven fabric in accordance with Maryland State Highway Administration PE Type 1 and shall meet the following criteria:
 - a. Maximum apparent opening size of 0.43 mm in accordance with ASTM D4751,
 - b. Minimum grab tensile strength of 200 lbs. in accordance with ASTM D4632, and
 - c. Permittivity of 0.70 sec-1 in accordance with ASTM D4491.
- B. Stone: shall be clean, washed uniformly graded material with a porosity of 40%. Stone material shall be in accordance with the following:
 - 1. Level Spreader: Shall be double washed No. 57 with ASTM D-448.
 - 2. Stone Check Dams: Shall be washed, Class 0 rip rap, 4” – 7”.
- C. Storm Drain Piping: The storm drain pipes shall consist of twelve inch (12”) and fifteen

inch (15") high density polyethylene (HDPE) pipe. All storm drain piping and fittings shall be *Advanced Drainage Systems (ADS) N-12 ST IB* pipe. Substitutions must be approved by the Owner or Owner's Representative.

1. All piping shall have smooth interior and exterior corrugations and shall be in accordance with ASTM F2648.
2. Fittings shall conform to ASTM F2306.
3. Pipes shall be joined using bell & spigot meeting ASTM F2648. The joint shall be soil-tight and gaskets shall meet the requirements of ASTM F477.

Part 3 – Execution

A. General

1. The ESD devices may not be constructed until all contributing drainage and disturbed areas have been stabilized and approved by the Owner or Owner's Representative.

B. Excavation/grading: Excavate/grade ESD devices to the specified dimensions and grade shown on the Contract Drawings. Ensure that the sides and bottom of the channels/swales are uniform, ensuring that the bottom dimensions, depth, and grade throughout the ESD device are according to Contract Drawings.

C. Geotextile Installation

1. Place geotextile in the bottom and sides of the level spreader and on the bottom and side slopes of the check dams, keying-in to the top, in accordance with Contract Drawings.
2. Place the geotextile tightly against excavated area to eliminate voids. Avoid wrinkles and folds. Maintain at least 24" overlap at joint ends or breaks. Pin joints and overlaps to securely hold the geotextile in place until placement of the stone. Pin longitudinal joints, overlaps, and edges no more than 50 feet on center. Replace or repair any damaged geotextile.

D. Stone

1. Place corresponding stone material in each ESD device according to Contract Drawings.

E. Landscaping/seeding

1. All landscaping of ESD devices shall be in accordance with the Contract Drawings and specifications.

Part 4 - Measurement For Payment

No measurement for payment for this work shall be made since the cost shall be included in the lump sum price bid.

-END OF SECTION-

DIVISION 3 – CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

Part 1 - General

1-1 Scope

- A. The Contractor shall provide all materials, labor, equipment and services necessary for, and reasonably incidental to, furnishing and installing all cast-in-place concrete such as, but not limited to sidewalks and curb.
- B. Work shall consist of necessary subbase grading, forming, reinforcing, expansion joints, mixing, pouring, curing, finishing, and protection of concrete structures and surfaces.
- C. Related Work not included in this Section consists of the following:
 - 1. Section 02050 provided under “Site Preparation”.
 - 2. Section 02220 provided under “Earthwork”.
- D. Related Documents: The general provisions of the Contract, ASTM Standards in Building Codes, and the Maryland State Highway Administration Standard Specifications for Construction and Materials, July 2022, and all applicable supplements and addenda pertaining thereto apply to this section.

1-2 Quality Assurance

Skilled workforce experienced in concrete placement and finishing shall be used for all work. All materials shall be new and first order.

1-3 Testing Agency

The Contractor shall engage a professional testing agency to obtain concrete cylinders, conduct required breakage tests, and report findings in a suitable technical report format. Cost of testing, inspection and preparing the report shall be borne by the Contractor.

1-4 Submittals

- A. Submit the following information for approval prior to initiation of construction:
 - 1. Mix design, including complete information on all additives.
 - 2. Reinforcing steel certification.
 - 3. Expansion joint - manufacturer's catalog data.
- B. Submit all test reports upon receipt from the professional testing agency.

1-5 Delivery, Storage and Handling

Do not deliver concrete until forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. Follow ACI 301 for job site storage of materials. Store reinforcement on racks raised above the ground to avoid excessive rusting. Protect materials from contaminants such as grease, oil, and dirt. Ensure materials can be accurately identified after bundles are broken and tags removed.

Part 2 – Products

2-1 Concrete

- A. Contractor-Furnished Mix Design: ACI 211.1, ACI 301, and ACI 318 except as otherwise specified. The compressive strength (f'c) of the concrete for each portion of the structure(s) shall be indicated and as shown in Table I at the end of this section.
- B. Maximum slump shown in Table 1 may be increased one inch for methods of consolidation other than vibration. Slump may be increased to 7 inches when superplasticizers are used. Provide air entrainment using air-entraining admixture. The water soluble chloride ion concentrations in hardened concrete at ages from 28 to 42 days shall not exceed 0.15.
- C. Required Average Strength of Mix Design: The selected mixture shall produce an average compressive strength exceeding the specified strength by the amount indicated in ACI 301.

2-2 Materials

- A. Cement: ASTM C-150, Type I or II blended cement except as modified herein. The blended cement shall consist of a mixture of ASTM C-150 cement and one of the following materials: ASTM C-618 pozzolan or fly ash, or ASTM C-989 ground iron blast furnace slag. The pozzolan or fly ash content shall not exceed 25% by weight of the total cementitious material. The ground iron blast furnace slag shall not exceed 50% by weight of total cementitious material. For exposed concrete, use one manufacturer for each type of cement, ground slag, fly ash, and pozzolan.
- B. Water: Water shall be fresh, clean and potable.
- C. Aggregates: ASTM C-33, except as modified herein. Furnish aggregates for exposed concrete surfaces from one source. Aggregates shall not contain any substance which may be deleteriously reactive with the alkalis in the cement.
- D. Nonshrink Grout: ASTM C-1107.
- E. Admixtures: Calcium chloride shall not be used as an admixture.
 - 1. Air-Entraining: ASTM C-260.
 - 2. Accelerating: ASTM C-494, Type C.
 - 3. Retarding: ASTM C-494, Type B, D or G.
 - 4. Water Reducing: ASTM C-494, Type A or E.
- F. Materials for Forms: Provide wood, plywood, or steel. Use plywood or steel forms where a smooth form finish is required. Lumber shall be square edged or tongue-and-groove boards, free of raised grain, knotholes, or other surface defects. Plywood: PS-1, B-B concrete form panels or better. Steel form surfaces shall not contain irregularities, dents, or sags.
 - 1. Form Ties and Accessories: The use of wire alone is prohibited. Form ties and accessories shall not reduce the effective cover of the reinforcement.
 - 2. Reinforcing Bars: ASTM A-615/A-615M and ASTM A-617/A-617M with the bars marked A, Grade 60; ASTM A-706/A-706M.
 - 3. Chairs or concrete bricks to provide required clearance.

G. Reinforcement:

1. Reinforcing Bars: ACI 301 unless otherwise specified. ASTM A-615 / A-615M and ASTM A-617 / A-617M with bars marked A, grade 40. Epoxy-coated reinforcing steel bars ASTM A-775A / A-775M.

H. Materials for Curing Concrete:

1. Impervious Sheeting: ASTM C-171, waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.
 2. Liquid Membrane-Forming Compound: ASTM C-309, white pigmented, Type 2, Class B.
- I. Expansion/Contraction Joint Filler: ASTM D-1751 or ASTM D-1752, 1/2 inch thick, unless otherwise indicated or as directed by the Owner or Owner's Representative.

Part 3 – Execution

3-1 Preparation: The Contractor shall prepare subgrade and place, grade and compact aggregate base course in accordance with Section 02200 – “Earthwork.” Forms and shoring shall not be placed until the Contractor's geotechnical consultant and the Owner's Representative have given approval.

3-2 Forms: ACI 301/301M. Provide forms and shoring for concrete placement. Set forms mortar-tight and true to line and grade. Forms shall be sufficiently strong to carry the dead weight of the concrete without deflection. Chamfer above grade exposed joints, edges, and external corners of concrete 0.75 inch unless otherwise indicated. Provide formwork with clean-out openings to permit inspection and removal of debris.

A. Coating: Before concrete placement, coat the contact surfaces of forms with a non-staining mineral oil, non-staining form coating compound, or two coats of nitrocellulose lacquer. Do not use mineral oil on forms for surfaces to which adhesive, paint, or other finish material is to be applied.

B. Removal of Forms and Supports: After placing concrete forms shall remain in place for the time periods specified in ACI 347R. Prevent concrete damage during form removal.

3-3 Placing Reinforcement and Miscellaneous Materials: ACI / MSP-2. Provide bars, wire fabric, wire ties, supports, and other devices necessary to install and secure reinforcement. Reinforcement must not have rust, scale, oil, grease, clay or foreign substances that would reduce the bond. Rusting of reinforcement is a basis of rejection if the effective cross-sectional area or the normal weight per unit length has been reduced. Remove loose rust prior to placing steel. Tack welding is prohibited.

A. Reinforcement Supports: Place reinforcement and secure with galvanized or non-corrodible chairs or spacers as approved by the Owner or Owner's Representative. For supporting reinforcement on the ground, use concrete or other non-corrodible material, having a compressive strength equal to or greater than the concrete being placed.

B. Epoxy Coated Reinforcing: Shall meet the requirements of ASTM A 775/ A 775M including Appendix XI, “Guidelines for Job Site Practices” except as otherwise specified herein. Epoxy-coated bars shall be tied with plastic-coated tie wire; or other materials acceptable to the Owner or Owner's Representative.

- C. Epoxy Coated Reinforcing Steel Placement and Coating Repair: Carefully handle and install bars to minimize job site patching. Do not drag bars over other bars or over abrasive surfaces. Keep bar free of dirt and grit. When possible, assemble reinforcement as tied cages prior to final placement into the forms. Support assembled cages on padded supports. It is not expected that coated bars, when in final position ready for concrete placement, are completely free of damaged areas; however, excessive nicks and scrapes which expose steel is cause for rejection. Criteria for defects which require repair and for those that do not require repair are as indicated. Inspect for defects and provide required repairs prior to assembly. After assembly, reinspect and provide final repairs.
1. Immediately prior to application of the patching material, manually remove any rust and debonded coating from the reinforcement by suitable techniques employing devices such as wire brushes and emery paper. Exercise care during this surface preparation so that the damaged areas are not enlarged more than necessary to accomplish the repair. Clean damaged areas of dirt, debris, oil, and similar materials prior to application of the patching material.
 2. Do repair and patching in accordance with the patching material manufacturer's recommendations. These recommendations, including cure times, must be available at the job site at all times. Patching material must be referenced in shop drawing submittals.
 3. Allow adequate time for the patching materials to cure in accordance with the manufacturer's recommendation prior to concrete placement.
- D. Cover: ACI/ MCP-2 for minimum coverage, unless otherwise indicated.
- E. Setting Miscellaneous Material: Place and secure anchors and bolts, pipe sleeves, conduits, chairs or concrete bricks to provide cover clearances, and other such items in position before concrete placement. Blocks for holding reinforcement away from contact with subgrade may be precast concrete blocks as approved by the Owner or Owner's Representative. Plumb anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.
- F. Construction Joints: Locate joints to least impair strength. Continue reinforcement across joints unless otherwise indicated. In paved areas exposed to vehicular traffic, provide construction joints in accordance with the MD SHA Standards & Specifications and as directed by the Owner or Owner's Representative.
- G. Expansion Joints: Provide expansion joints along curbs at 40' maximum intervals. Make expansion joints 1/2 inch wide unless otherwise indicated. Completely fill joints exposed to weather with joint filler material and joint sealant. Do not extend reinforcement or other embedded material items bonded to the concrete through any expansion joint unless an expansion sleeve is used. In paved areas exposed to vehicular traffic, provide expansion joints in accordance with the MD SHA Standards & Specifications and as directed by the Owner or Owner's Representative.
- H. Contraction Joints: Provide contraction joints at a maximum spacing of 10 feet unless otherwise indicated. Contraction joints shall be a minimum of 1 inch deep after the surface has been finished. Complete saw joints within 4 to 12 hours after concrete placement. Protect joints from intrusion of foreign matter. Seal joints per MD SHA Specifications.

3-4 Batching, Measuring, Mixing, and Transporting Concrete: ASTM C-94, ACI 301, ACI 302.1R, and ACI 304R, except as modified herein. Batching equipment shall be such that the concrete ingredients are consistently measured within the following tolerances: 1% for cement and water,

2% for aggregate, and 3% for admixtures. Furnish mandatory batch ticket information for each load of ready mix concrete.

- A. Mixing: ASTM C-94 and ACI 301. Machine mix concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Place concrete within 90 minutes of either addition of mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is less than 85° F.
1. Reduce mixing time and place concrete within 60 minutes if the air temperature is greater than 84 degrees F except as follows: if set retarding admixture is used and slump requirements can be met, limit for placing concrete may remain at 90 minutes. Additional water may be added, provided that both the specified maximum slump and water-cement ratio are not exceeded. When additional water is added, an additional 30 revolutions of the mixer at mixing speed is required. If the entrained air content falls below the specified limit, add a sufficient quantity of admixture to bring the specified limit, add a sufficient quantity of admixture to bring the entrained air content within the specified limits. Dissolve admixtures in the mixing water and mix in the drum to uniformly distribute the admixture throughout the batch.
- B. Transporting: Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pipe or chutes. Remove concrete which has segregated in transporting and dispose of as directed.

3-5 **Placing Concrete**

Place concrete as soon as practicable after the forms and the reinforcement have been inspected and approved. Contractor shall contact the Owner or Owner's Representative forty-eight (48) hours prior to pour to allow sufficient time for inspection and any corrections. Do not place concrete when weather conditions prevent proper placement and consolidation: in uncovered areas during periods of precipitation, or in standing water. Deposit concrete as close as practicable to the final position in the forms. Do not exceed a free vertical drop of 3 feet from the point of discharge. Place concrete in one continuous operation from one end of the structure towards the other.

- A. Vibration: ACI 301/301M and ASTM A775. Furnish a spare working vibrator on the job site whenever concrete is placed. Consolidate concrete slabs greater than 4 inches in depth with high frequency mechanical vibrating equipment supplemented by hand spading and tamping. Consolidate concrete slabs 4 inches or less in depth by wood tampers, spading, and settling with a heavy leveling straightedge. Operate internal vibrators with vibratory element submerged in the concrete, with a minimum frequency of not less than 6000 impulses per minute when submerged. Do not use vibrators to transport the concrete in the forms. Insert and withdraw vibrators approximately 18 inches apart. Penetrate the previously placed lift with the vibrator when more than one lift is required. Place concrete in 18 inch maximum vertical lifts. External vibrators shall be used on the exterior surface of the forms when internal vibrators do not provide adequate consolidation of the concrete.
- B. Cold Weather: ACI 306.1. Do not allow concrete temperature to decrease below 50° F. Obtain approval prior to placing concrete when the ambient temperature is below 40° F or when concrete is likely to be subjected to freezing temperatures within 24 hours. Cover concrete and provide sufficient heat to maintain 50° F minimum adjacent to both the formwork and the structure while curing. Limit the rate of cooling to 5° F in any one hour and 50° F per 24 hours after heat application.
- C. Hot Weather: ACI 305R. Maintain required concrete temperature using Figure 2.1.5 in ACI 305R to prevent the evaporation rate from exceeding 0.2 pounds of water per square foot of exposed concrete per hour. Cool ingredients before mixing or use other suitable means

to control concrete temperature and prevent rapid drying of newly placed concrete. Shade the fresh concrete as soon as possible after placing. Start curing when the surface of the fresh concrete is sufficiently hard to permit curing without damage.

Provide water hoses, pipes, spraying equipment, and water hauling equipment, where job site is remote to water source, to maintain a moist concrete surface throughout the curing period. Provide burlap cover or other suitable, permeable material with fog spray or continuous wetting of the concrete when weather conditions prevent the use of either liquid membrane curing compound or impervious sheets. For vertical surfaces, protect forms from direct sunlight and add water to top of structure once concrete is set.

3-6 Curing and Protection: ACI 301/301M except 10 days for retaining walls or pavement and 21 days for concrete that will be in full-time or intermittent contact with seawater, salt spray, alkali soil or waters. Begin curing immediately following form removal. Avoid damage to concrete from vibration created by blasting, pile driving, movement of equipment in the vicinity, disturbance of formwork or protruding reinforcement, and any other activity resulting in ground vibrations. Protect concrete from injurious action by sun, rain, flowing water, frost, mechanical injury, tire marks, and oil stains. The materials and methods of curing shall be subject to approval by the Owner or Owner's Representative.

A. Protection of Treated Surfaces: Prohibit pedestrian and vehicular traffic and other sources of abrasion at least 72 hours after compound application. Maintain continuity of the coating for the entire curing period and immediately repair the damage.

3-7 Field Quality Control

A. Sampling ASTM C-172. Collect samples of fresh concrete to perform tests specified. ASTM C-31 / C-31M for making test specimens.

B. Testing:

1. Slump Tests: ASTM C-143 / C-143M. Take concrete samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cement ratio is not exceeded. Perform tests at commencement of concrete placement, when test cylinders are made, and for each batch (minimum) or every 10 cubic yards (maximum) of concrete.

2. Temperature Tests: Test the concrete delivered and the concrete in the forms. Perform tests in hot or cold weather conditions (below 50° F and above 80° F) for each batch (minimum) or every 10 cubic yards (maximum) of concrete, until the specified temperature is obtained, and whenever test cylinders and slump tests are made.

3. Compressive Strength Tests: ASTM C-39. Make three test cylinders for each set of tests in accordance with ASTM C-31 / C-31M. Precautions shall be taken to prevent evaporation and loss of water from the specimen. Test one cylinder at 7 days, one cylinder at 28 days, and hold one cylinder in reserve. Samples for strength tests of each mix design and concrete placed each day shall be taken not less than once a day, not less than once for each 100 cubic yards of concrete. If the average of any three consecutive strength test results is less than f'_c or if any strength test result falls below f'_c by more than 500 psi, take a minimum of three ASTM C-42 / C-42M core samples from the in-place work represented by the low test cylinder results and test. Concrete represented by core test shall be considered structurally adequate if the average of three cores is equal to at least 85% of f'_c and if no single core is less than 75% of f'_c . Locations represented by erratic core strengths shall be retested. Remove

concrete not meeting strength criteria and provide new acceptable concrete. Repair core holes with non-shrink grout. Match color and finish of adjacent concrete.

4. Air Content: ASTM C-231 for normal weight concrete. Test air-entrained concrete for air content at the same frequency as specified for slump tests.

TABLE 1					
f'c Cast-In-Place Concrete					
Location, MD-SHA Mix Designation	f'c (Min. 28 Day Comp. Strength) (psi)	ASTM C-33 Aggregate Size No.)	Range of Slump (inches)	Water-Cement Ratio (max. by weight)	Air Entr. (percent)
Curb (MD-SHA Mix No. 2)	3000	57 or 67	2-5	0.50	5-8

Part 4 - Measurement

No measurement for payment of these items of work will be made since their cost shall be included in the lump sum bid.

- END OF SECTION -

DIVISION 3

SECTION 03303 – PARKING BUMPERS

Part 1 - General

1-1 Scope

- A. The Contractor shall provide all materials, labor, equipment and services necessary for, and reasonably incidental to, furnishing and installing all parking bumpers.
- B. Related Work not included in this Section consists of the following:
 - 1. Section 02050 provided under “Site Preparation”.
- C. Related Documents: The general provisions of the Contract and Contract Drawings.

1-2 Quality Assurance

All materials shall be new and first order.

1-3 Submittals

- A. Submit the following information for approval prior to initiation of construction:
 - 1. Product Data: for each type of product.

Part 2 – Products

2-1 Parking Bumpers

- A. Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete, 4000-psi minimum compressive strength, manufacturer's standard height and width by 72 inches long. Provide chamfered corners, transverse drainage slots on underside], and a minimum of two factory- formed or -drilled vertical holes through wheel stop for anchoring to substrate.
 - 1. Surface Appearance: Free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
 - 2. Surface Sealer: Manufacturer's standard salt-resistant, clear sealer, applied at precasting location.
 - 3. Mounting Hardware: Galvanized-steel spike or dowel, 1/2-inch diameter, 10-inch minimum length.

Part 3 – Execution

3-1 Examination

- A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected

3.2 **Installation**

- A. Install wheel stops according to manufacturer's written instructions unless otherwise indicated.
- B. Securely anchor wheel stops to pavement with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

- END OF SECTION -

FORM OF BID

NORTHERN WORCESTER ATHLETIC COMPLEX – PARKING LOT CONSTRUCTION

DATE: _____

County Commissioners of Worcester County
1 West Market Street, Room 1103
Snow Hill, MD 21863

We hereby submit our bid for the following:

PROPOSED PARKING LOTS
NORTHERN WORCESTER ATHLETIC COMPLEX
9039 WORCESTER HIGHWAY
BERLIN, MD 21811

After carefully examining the documents for the subject construction –

Documents & Specifications: JSH Project #: 2020-110 & 2023-043

Addenda numbered: _____

and having received clarifications on all items of conflict or upon which any doubt arose, the undersigned propose to furnish all materials, labor and equipment called for by the said documents for the entire work for the stipulated sum of:

BASE BID:

For all work required for the construction of the two (2) proposed parking lots, re-striping the existing parking lot, and associated earthwork, including stormwater management and sediment erosion control, the Lump Sum of:

_____ DOLLARS (\$ _____)
WRITTEN FIGURES

ADD/ALTERNATE:

For all work required for the replacement of two (2) existing 15” CMP pipes with two (2) new 15” smooth walled HDPE pipes within the existing ditch, the Lump Sum of:

_____ DOLLARS (\$ _____)
WRITTEN FIGURES

(Sign for Identification)

SCHEDULE OF UNIT PRICES

The following unit prices, if accepted in the award of the Contract, shall be applied in computing the value of changes, additions, deletions, and substitutions, which may be made in the work following the Award of Contract. Each unit price shall include all work, materials, and incidentals necessary to complete the items.

NOTE: Prices shall be written in both words and numbers. In case of discrepancy, the amount shown in words will govern.

UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS
LS	Mobilization		
LS	Construction Stakeout		
LS	Traffic		
LS	Clearing & Grubbing		
LS	Materials Testing/3rd party geotechnical inspector		
LS	Earthwork (all classes) - demolition, stripping, salvaging, common borrow, etc.		
LS	Sediment Erosion Control		

(Sign for Identification)

UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS
L.F.	12" HDPE Pipe		
L.F.	15" HDPE Pipe		
L.F.	2" SCH 40 PVC Electrical Conduit		
S.Y.	Geotextile Fabric - stone check dams & level spreader		
L.F.	Concrete Curb - Berlin Std 10.01		
C.Y.	Class 0 Rip Rap (4" - 7" stone)		
C.Y.	Double Washed No. 57 stone		
TON	Superpave Asphalt Mix - Surface		
TON	Superpave Asphalt Mix - Base		
TON	Base Aggregate		

UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS
S.Y.	Tensor HX5.5 Geogrid		
LS	Parking Lot Striping - New Lots		
LS	Parking Lot Restriping - Existing Lot		
EACH	Parking Sign		
EACH	Parking Bumper		
L.S.	As-Builts		
L.S.	Site Stabilization - topsoil, seeding & mulching		