

REQUEST FOR PROPOSAL

TOWN OF GREENSBORO

ROAD REHABILITATION PLAN – PHASE II

IN THE TOWN OF GREENSBORO FOR:

TOWN OF GREENSBORO

113 S. MAIN STREET

P.O. BOX 340

GREENSBORO, MARYLAND 21639

Prepared By:

Town of Greensboro

(410) 482-6222

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INVITATION TO BIDDERS

Sealed BIDS, in duplicate, will be received by Town of Greensboro Town Hall, 113 S. Main Street, P.O. Box 340, Greensboro, MD 21639 for the Town of Greensboro Road Rehabilitation Plans – Phase II. Bids will be accepted by the Town of Greensboro until 4:00 p.m. on Friday, September 22, 2023, at which time they will be opened publicly and read aloud. It is the bidder's responsibility to confirm with the Town that the bid documents were received. The last day to ask questions in writing is 4:00 p.m. on Friday, September 15, 2023. Send questions to Tammy Kelledees at tkelleedes@greensboromd.com. Work includes milling and repaving existing roads within the Town limits of Greensboro, and all other specified work as shown in the contract documents.

Interested bidders are encouraged to attend a pre-bid meeting to be held on Tuesday, September 12, 2023 at 9 a.m. at the Town Hall, Town of Greensboro, 113 S. Main Street, P.O. Box 340, Greensboro, MD 21639.

The right is reserved as the interest of the Town of Greensboro may appear, to reject any and all bids, to waive any informality or irregularity in bids received, and to accept or reject any items of any bid.

The Owner may extend the time and place for the opening of the bids from that described in the invitation, with not less than two (2) calendar days notice to those bidders receiving plans.

Town of Greensboro

By: Tammy Kelledees
Town Manager

INFORMATION FOR BIDDERS

BIDS will be received by Town of Greensboro Town Hall, 113 S Main Street, PO BOX 340, Greensboro, MD 21639 at the date and time stated in the Invitation to Bidders. Each BID must be submitted in a sealed envelope, addressed to Town of Greensboro Town Hall, 113 S Main Street, PO BOX 340, Greensboro, MD 21639. Each sealed envelope containing a BID must be plainly marked on the outside as BID Town of Greensboro Road Rehabilitation Plan - Phase II, and the envelope should bear on the outside the BIDDER'S name, address, and license number, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Tammy Kelledees, Town Manager, Town of Greensboro Town Hall, 113 S Main Street, PO BOX 340, Greensboro, MD 21639.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Two copies of the BID form and related documents are required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the project cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

The OWNER reserves the right to reject, amend, or modify any and all bids. OWNER reserves the right to accept all, portions, or none of a bid.

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

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to the work, and delineates and describes, the land, rights-of-way and easements on private property.

The REQUEST FOR PROPOSAL contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the project.

Contractor's public liability and property damage insurance shall be in an amount not less than \$1,000,000 and shall include activities of all subcontractors. The Town of Greensboro shall be named as additional insured on Certificate of Insurance.

The OWNER, within ten (10) days of receipt of the Agreement signed by the party to whom the project was awarded, shall sign the Agreement and return to such party an executed duplicate of the

Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

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

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER, however, any and all bids may be rejected if deemed by the Town to be in the best interest of the Town.

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

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

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

BID FORM

Proposal of _____ (hereafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____ * to Town of Greensboro (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the Town of Greensboro Road Rehabilitation Plan - Phase II, in strict accordance with the REQUEST FOR PROPOSAL, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this BID on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same within 90 consecutive calendar days thereafter. All work shall be complete prior to December 15, 2023.

*Insert "a corporation", "a partnership": or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDUM:

Town of Greensboro Road Rehabilitation - Phase II - Bid Sheet

Item	QTY	Unit	Unit Price	Extended	Subtotals
General					\$
Mobilization/Demobilization	1.00	LS			
Compaction Testing	1.00	LS			
Traffic Control	1.00	LS			
Ober Lane (School Street to Roe Street) - Full-Depth Mill & Pave	1,365.00	SY			\$
Ashpalt Mill (SY Per inches x 3 inches of milling on average; depths will vary)		SY			
9.5MM Surface Asphalt for Roadways (2")		Tons			
Striping (Stop Bars)		Ea			
Academy (Sunset Avenue to Wood Duck Drive) - Full-Depth Mill & Pave	6,500.00	SY			\$
Ashpalt Mill (SY Per inches x 2 inches on average; depths may vary)		SY			
9.5MM Surface Asphalt for Roadways (2")		Tons			
Striping (Stop Bars)		Ea			
Church Street (Sunset Avenue to Bernard Avenue)	1,755.00	SY			\$
Ashpalt Mill (S Per inches x 2 inches on average; depths may vary)		SY			
9.5MM Surface Asphalt for Roadways (2")		Tons			
Striping (Stop Bars)		Ea			
Vaugh Avenue (School Street to Main Street) - Full-Depth Mill & Pave	2,683.00	SY			\$
Ashpalt Mill (S Per inches x 2 inches on average; depths may vary)		SY			
9.5MM Surface Asphalt for Roadways (2")		Tons			
Striping (Stop Bars)		Ea			
SUBTOTAL					\$
Additional Costs (Do not add to total)					\$
Unit price for repairing undercut sections of subgrade failure		SY			
Contingency (10%)		LS			\$
GRAND TOTAL					\$

Pricing shall include:

- Labor, equipment, and material
- Utility location
- Engineering for grades, layout and stakeout
- Milling concrete
- Compaction and density testing by independent testing agency
- Prime coat
- Asphalt joint sealing
- Contractor payroll
- Contractor Insurance
- Backing-up edges of new asphalt pavement

MEASUREMENT & PAYMENT

PART 1 - GENERAL

1. GENERAL

- 1.1. Payment for materials furnished and work done under this contract will be made as herein below stipulated, for the actual amount of materials supplied and work done under authorization of the Engineer and in accordance with the prices bid in the Bid Form. The Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work as shall be authorized by written order.
- 1.2. It is intended that all work shown on the contract drawings and included in the specifications is to be paid for under the items listed in the bid form. The absence of a bid item for any specific category of work shall be interpreted as meaning that the cost of such work, accomplished as defined by the contract documents, shall be included in the prices bid for the related item listed in the Bid Form.
- 1.3. The Owner may elect to increase or decrease quantities above the indicated estimated quantity or delete entire bid items in their entirety without change in unit prices or impact on remaining work items.
- 1.4. Bid prices for base bid items shall include furnishing all materials, equipment, and labor for the scope of work of this contract and all appurtenant work to complete the work as shown or described. All hauling and disposing of excess, unsuitable excavated material or non-reusable removed materials shall be included in the prices bid. Bid prices shall include excavation, backfill of trenches or subgrade and sub-base preparation with suitable materials removed from the excavation or excess suitable materials from the project site, or from imported source; furnishing, placing, compaction, and compaction testing; unclassified excavation; removal, storage, re-hauling and replacement of all material encountered during excavation; disposal of unsuitable or excess material; wetting or drying borrow for proper placement and compaction; maintenance or protection of excavation or subgrade; support and protection of adjacent property, utilities and structures encountered and restoration in-kind in case of damage; demolition, removal of salvaged equipment to owners required site; maintaining stormwater pipe and catch basins and removing all debris after final restoration; traffic and pedestrian control, restoration, sediment erosion control; lay out, stake out, as built surveys; and coordination, control of grades for positive drainage, and all other appurtenant work as shown or specified.
- 1.5. For Lump Sum bid items, no measurement will be made. Payment will be made on a lump sum basis at the lump sum price bid for work completed and approved by the Owner.

2. BID ITEMS FOR MOBILIZATION, BONDS, INSURANCE

- 1.1. Mobilization shall consist of, but not be limited to, storage, staging, utility locates, meetings, sanitary and other facilities as required by the specifications, by local or state law, or by regulation, providing access to the project site, obtaining necessary permits and licenses and payment of fees, and providing required insurance and bonds.
- 1.2. Payment for mobilization will be made at the lump sum price bid. The lump sum price bid for mobilization shall be limited to a maximum of three (3%) percent of the total base bid. Furthermore, the maximum amount of the lump sum price bid for mobilization that is requisitioned on the Construction Requisition No. 1 shall not exceed fifty (50) percent of the lump sum price

bid and each succeeding requisition shall be limited to a maximum of ten (10) percent of the lump price bid until the entire lump sum price less retainage has been requisitioned.

3. BID ITEM FOR PROVIDING TRAFFIC CONTROL MEASURES

- 1.1. The lump sum price bid shall include, but not be limited to, providing and maintaining all signage, flagging, and barricading for safe roadway maintenance of local traffic and pedestrian safety for the duration of the work.
- 1.2. The contractor shall submit to the Owner for approval a phased traffic control plan including all construction items and elements complete with associated timelines for each phase of the project. A meeting will be held with the awarded contractor and the Owner to review and discuss the construction traffic control plan.
- 1.3. All accessory and incidental work.
- 1.4. Payment will be made at the lump sum price bid for work completed as required.

4. BID ITEM FOR ASPHALT MILLING

- 1.1. The price bid shall include and cover all costs of milling specified areas on the existing roads:
 - 1.1.1. Notification of the property owners and residences of the schedule and impact of the construction;
 - 1.1.2. Test pitting to locate existing utilities which may be in conflict with the work;
 - 1.1.3. Locating, supporting, and protecting all utilities or structures impacted by the demolition;
 - 1.1.4. Establishing a suitable sub-grade for the new road surface;
 - 1.1.5. All excess material to be removed from the site and disposed of properly.
 - 1.1.6. Repair and adjustment of any damages from installation, storm events and vandalism.
- 1.2. All else necessary and incidental to the complete and acceptable demolition.
- 1.3. Measurement shall be made based on the engineering drawings.

5. BID ITEM FOR ASPHALT ROAD RECONSTRUCTION

- 1.1. The price bid shall include and cover all costs of furnishing and installing the superpave hot mix asphalt including:
 - 1.1.1. Furnishing and Placement of the bituminous concrete at the correct grade and location;
 - 1.1.2. Testing and all costs and fees associated therewith;
 - 1.1.3. Tack coat between milled pavement base and surface course;
- 1.2. All accessory and incidental work.
- 1.3. Measurement for superpave hot mix asphalt will be based on delivery tickets provided to the Engineer for calculation of tons of asphalt installed.
- 1.4. Measurement for GABC will be based on delivery tickets provided to the Engineer for calculation of tons of GABC installed.
- 1.5. Payment for all work in connection with this item shall be made in accordance with the unit prices bid times the actual tons of bituminous installed as verified by delivery tickets.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1 General

Wherever the word Owner appears in the project Documents, it is defined to mean Town of Greensboro Town Hall, 113 S Main Street, PO BOX 340, Greensboro, MD 21639. It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the project Documents. The project Documents comprise the entire Agreement between Owner and Contractor. They may be altered only by a modification.

The Project Documents are complementary: what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the project Documents, he shall call it to the Engineer's attention in writing at once and before proceeding with the work affected thereby; however, he shall not be liable to the Owner for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, General Conditions, Information for Bidders, Specifications and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over General Drawings.

Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The work to be done under these specifications is to cover the completed work shown on the plans or called for in the specifications and other project documents. The Contractor shall furnish all implements, machinery, tools, equipment, material and labor necessary to the performance of the work and shall furnish and do everything necessary to make the work perfect, complete, neat and finished, and the Contractor shall leave all the work to be done under this project in this condition at the time the work is finally inspected.

2 Definitions of Terms

- 1.1. Whenever in these Specifications, Proposals, Agreement, Bond and other Project Documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:
 - 1.1.1. "Owner" or "Town of Greensboro": located in Caroline County, Maryland.
 - 1.1.3. "Resident Project Representative": An authorized representative of the Owner assigned to make any and all necessary observations of the work performed and materials and/or equipment furnished by the Contractor.
 - 1.1.4. "Contractor": Party responsible for constructing the work, acting directly or through his agents or employees.

- 1.1.5. "Subcontractor": Any individual, firm or corporation who contracts with a contractor to perform part or all of the latter's project.
- 1.1.6. "Shop Drawings": Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.
- 1.1.7. "Drawings": All drawings or reproduction of drawings, pertaining to the work under the project, which are furnished or approved by the Owner.
- 1.1.8. "Specifications": The definitions, descriptions, directions, provisions and requirements, contained herein, and all written supplements thereto, made or to be made, pertaining to the project, and the materials, equipment, and workmanship to be furnished under the project.
- 1.1.9. "Project" or "project Documents": All things contained in the specifications, drawings, proposals, agreement and bond, and therein referred to, are to be considered as one instrument forming the project, also any and all supplemental agreements which could reasonably be required to complete the construction contemplated.
- 1.1.10. "Approved", "As Required", and similar expressions: Meaning shall be construed as "as approved by the Owner" and "as required by the Owner".
- 1.1.11. "Provide": A direction to the Contractor to furnish all materials, equipment and labor and make payment for all of these necessary to complete the project.
- 1.1.12. "Work": Any and all things agreed to be furnished or done by or on the part of the Contractor, and which are required in the construction and completion of the project herein contemplated. Includes also labor, material and equipment.
- 1.1.13. "Material" or "Materials": Unless the context otherwise requires, these words or either of them, shall include equipment.
- 1.1.14. "Furnish": A direction to the Contractor to supply and make payment for materials and equipment but not necessarily to install or pay workmen to install, or both, these items.
- 1.1.15. "General Conditions": Provisions that establish and pertain to the legal responsibilities between the parties involved in the work, namely Owner and Contractor.
- 1.1.16. "Surety": The body corporate, approved by the Owner, which is bound with and for the Contractor who is primarily liable, and which engages to be responsible for his acceptable performance of the work for which he was contracted.
- 1.1.17. "Force Account": Work, for which no price has been negotiated, that has been performed by the Contractor, by order of the Owner, under emergency conditions. The order shall be confirmed in writing.

- 1.1.18. "Bidder": Any individual, firm or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized representative.
- 1.1.19. "Bid": The approved prepared form on which the bidder is to submit or has submitted his bid for the work contemplated.
- 1.1.20. "Certified Check": The check attached to a bid, drawn upon a solvent clearing house bank, and guaranteed by the bank to be good as to the signature and amount indicated on face. It is a substitute for a bid bond.
- 1.1.21. "Supplementary or Special Conditions": Provisions specifically applicable to this work.
- 1.1.22. "General Requirements": Instructions to the General Contractor relating to non-legal, non-technical requirements for proper execution of the field work. These are instructions that cannot logically be placed anywhere else in the bidding documents.
- 1.1.23. "Acts of God": A cataclysmic phenomenon of nature. Climatic and subsurface conditions of which may be abnormal for the area over all or part of the time span of the work, but which do not preclude prosecution of the work with the proper use of specified methods and equipment, shall not be considered as acts of God.
- 1.1.24. "Bond" or "Project Bond": The form of security to be approved by the Owner, furnished by the Contractor and his Surety in accordance with the form attached hereto.
- 1.1.25. "Notice to Proceed": A notice to the Contractor of the date on which he is to begin the execution of work for which he has a project.
- 1.2 The headings and subheadings printed in these specifications are intended for convenience or reference only and shall not be considered as having any particular bearing on the interpretation thereof.
- 1.3 The drawings accompanying these specifications shall be held and taken to be "attached" hereto, whether or not said drawing is physically attached hereto.
- 1.4. Wherever the words "directed", "required", "ordered", "approved", "acceptable", or others of like import appear in the specifications, they shall mean as directed, required, ordered, approved or acceptable by or to the Owner.

3. Project Time

- 1.1. The proposal states the number of consecutive workdays allowed from date of "Notice to Proceed" to date of completion of the entire project under this project. For each and every day that the Contractor is in default in completing the project, as defined in the General Conditions and the bid, he shall pay the Owner liquidated damages in the amount stated in the Bid Form.
- 1.2. The Owner reserves the right to take either or both of the following actions at any time, that in his judgment, it appears the scheduled completion date will not be met:

- 1.1.1. Require the Contractor to assign additional construction forces to the work.
- 1.1.2. Delete all or any portion of remaining work from this Contract and assign such work to another Contractor or accomplish same by any other method which may appear most advantageous.
- 1.3. These remedies are supplementary to all other provisions of the specifications and do not void such other provisions.

4. Subcontracting

- 1.1. The Contractor shall submit, prior to commencement of construction, for review by the Engineer and the Owner, a final list of Subcontractors, including subcontractor name, the portion of work which he is to do, his place of business, and any other information the Owner may require, as well as materials and equipment suppliers with whom he intends to project. If the Owner objects to any proposed Subcontractor, materials or equipment supplier, the Contractor shall furnish such data as may be required to secure the Owner's approval. If such approval is not then forthcoming, the Owner and the Contractor will negotiate the matter to a mutually acceptable conclusion, which negotiations may include a decrease or increase in project price.
- 1.2. The Contractor shall not, either legally or equitably, assign any of the monies payable under the project, or his claims thereto, unless by and with the like consent of the Owner.
- 1.3. The Contractor shall not be released from any of his liabilities or obligations under this project should any subcontractor or subcontractors fail to perform in a satisfactory manner the work undertaken by him or her.

5. Contractor's and Subcontractor's Insurance

- 1.1. The Contractor shall not commence work under this project until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.
- 1.2. Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the project the statutory Workmen's Compensation and Employer's Liability Insurance for all his employees to be engaged in work on the project under the project shall and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.
- 1.3. General Public Liability and Property Damage Liability Insurance:
 - 1.1.1. The Contractor shall take out and maintain during the life of the project General Public Liability and Property Damage Liability Insurance to protect him and any Subcontractor performing work covered by the project from claims for damages for personal injury, including accidental death, as well as

from claims for property damage, which may arise from operations under the project, whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance should not be less than:

- 1.1.2. General Public Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000) for injuries, including wrongful death to any one person, and subject to the same limit for two or more persons in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
- 1.1.3. Property Damage Insurance, in an amount not less than Two Hundred Thousand Dollars (\$200,00) for damages on account of any one accident, and in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on all accidents.
- 1.4. Special Hazards Insurance: In the event of the possibility of special hazards existing in the work contemplated, such hazards shall be covered by a rider to the policy or policies required under the subparagraph 2 in amounts not less than those stipulated under subparagraph 2. If any special hazard is encountered during the performance of this project, the Contractor shall, prior to performing any work involving the special hazard, immediately proceed with the procuring of this insurance.
- 1.5. Builder's Risk Insurance (Fire and Extended Coverage)
 - 1.1.1. The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Owner, in force on the project.
 - 1.1.2. The insurance should provide protection at all times against loss by the Owner and Contractor until final acceptance of the work.
 - 1.1.3. This provision with respect to Builder's Risk Insurance shall in no way relieve the Contractor of his obligation of completing the work covered by the project.
- 1.6. Automobile Bodily Injury Liability Insurance: Automobile Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for injuries, including death, to any one person and subject to the same limits for each person, in an amount not less than Three Thousand Dollars (\$300,000) on account of any one accident.
- 1.7. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations, effective dates, and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after thirty (30) day written notice has been received by the Owner".

6. Safety and Health Regulations for Construction

- 1.1. In order to protect the lives and health of his employees under the project, the Contractor shall comply with all pertinent provisions of the project Work Hours and

Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under project.

- 1.2. The Contractor, alone, shall be responsible for the safety, the adequacy of his work, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor will comply, within the prices bid and without extra cost to the Owner, with all safety regulations or determinations issued by any agency of the Federal government including OSHA and the State of Maryland.

7. Test and Inspections

- 1.1. If the project Documents, laws, ordinances, rules, regulations orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the CONTRACTOR shall assume full responsibility, therefore, pay all costs in connection therewith and furnish OWNER the required certificates of inspection, testing or approval.

8. Working Time

- 1.1. The Contractor will be not permitted to work on holidays observed by the Owner or the State of Maryland or on Saturdays or Sundays unless otherwise authorized by the Owner in writing.
- 1.2. In case of an emergency, which may require that work be done on Saturdays, Sundays, Holidays, the Contractor shall request permission of the Owner to do so. If, in the opinion of the Owner, the emergency is bonafide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Owner a bonafide emergency exists, he may direct the Contractor to work such hours as may be necessary whether or not the Contractor requests permission to do so.
- 1.3. The Contractor will be allowed to work ten (10) hours per day, Monday through Friday, except for holidays, between the hours of 7:00 A.M. and 5:00 P.M. No work beyond this window of time shall be permitted unless otherwise noted in writing by the Owner.
- 1.4. Should the Contractor extend his work beyond these specified hours, unless otherwise agreed upon previously in writing, any and all cost of weekend, holiday, and/or overtime inspection incurred by the Contractor or Owner will be the sole obligation of the Contractor. Overtime cost for inspection will be back-charged to the Contractor at a rate of \$100 per hour. Costs for overtime inspection will be deducted from monthly pay requests.

9. Protection of Property and Structures

- 1.1. The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury all pipes, wires, conduits, poles, tracks, walls, buildings, and

other structures or property in the vicinity of his work whether above or below the ground, or that may appear in the trench. He shall at all times have sufficient quantity of timber and plank, chains, ropes, etc., on the site and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall take all risks attending the presence of proximity of pipes, wires, conduits, poles, tracks, walls, buildings or other structures and property of every kind and description in or over his trenches or in the vicinity of his work whether above or below the surface ground, and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them, whether such structures are or are not shown on the drawings.

- 1.2. The Contractor shall take all necessary precautions to protect existing fences, property markers, driveways, curbing, sidewalk etc., including the replacement of any said items damaged through or as a result of the Contractor's operations to the satisfaction of the property owner. The Contractor shall coordinate and pay for replacement of property monuments damaged. This work shall be performed by a surveyor licensed in the State where the damage occurred.
- 1.3. All permanent construction will be within lands of the Owner, public Right-of-way or Rights-of-way through private property acquired by the Owner and the Contractor shall confine his operations strictly within the limits of the Rights-of-way and construction areas, unless he has written permission of the owner of the adjacent property to occupy additional ground. A copy of the written permission shall be placed on file with the Owner.
- 1.4. The Contractor shall not enter upon private property for any purpose without obtaining the property owner's permission, and he shall be responsible for the preservation of all public and private property, trees, shrubbery, monuments, and any and all natural or man-made objects, along and adjacent to the work and shall use every precaution necessary to prevent damage or injury to any and all property. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs and shall not remove or cut them without proper written authority of the property owner.

The Contractor shall be strictly responsible for any and all damage or injury of every kind and description which directly or indirectly may be done to any property or sustained by any persons during the prosecution of the work resulting from any wrong doing, misconduct, poor construction methods, or any negligence of himself or his agents and/or employees in his manner or method of executing said work or due to his non-execution of said work, even though such manner or method of said work be concurred in, permitted, or allowed by the Owner, its agents, and/or employees, or at any time due to defective work or materials.

When or where any direct or indirect damage or injury is done to public or private property, by or on account of any act, construction method, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Owner may, upon forty-eight (48) hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof may be deducted from any money due or which may become due the Contractor under this project. No extension of the project time will be allowed for any work or restoration covered by these requirements.

10. Force Account Work

- 1.1. The Contractor shall perform extra work, for which there is no quantity and price included in the agreement, whenever required to complete fully the work contemplated it is deemed necessary or desirable, by written authority of the Owner, and such work shall be done in accordance with the specifications therefore or in the best workmanlike manner as directed. This extra work will be paid for on force account basis by written authority of the Owner. All extra work done on force account basis, the use of which has been solely determined and authorized in writing by the Owner, will be paid for in the following manner:
 - 1.1.1. Labor: For all labor and foremen in direct charge if the specific project, the Contractor shall receive as shown on his weekly payroll the basic hourly wage, overtime and fringe benefits paid in case to the employee for each and every hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to fifteen percent of the sum thereof. The Superintendent's or office personnel's time will not be allowed.
 - 1.1.2. Material: For material accepted by the Owner and used, the Contractor shall receive the actual cost of such materials delivered for the work, including transportation charges paid by him to which the cost of fifteen percent will be added.
 - 1.1.3. Equipment: For any machinery or special equipment including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner, the Contractor shall receive the rental rate agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum fifteen percent will be added. In addition to the above, the actual transportation costs for one move in and one move out may be allowed. When the Owner is obligated to pay for idle equipment the allowance shall be seventy-five percent of the agreed on

equipment rental rate. To compute hourly rates use eight hours per day, forty hours per week and one hundred and seventy-six hours per month.

- 1.1.4. Subcontractors: For all work performed by subcontractors, the Contractor shall receive the rate billed to him by the subcontractor for each and every hour that said subcontractor is actually engaged in such work to which shall be added an amount equal to ten percent (10%) of the sum.
- 1.1.5. Miscellaneous: No additional allowance shall be made for the General superintendence of the project and related transportation, the use of small tools, or other costs for which no specific allowance is herein provided.
- 1.2. The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a "force account" basis. The Contractor's representative and the Resident Project Representative (R.P.R.) shall compare records of extra work on a "force account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the Owner's "force account forms" and signed by both the R.P.R. and the Contractor's representative, one copy being forwarded respectively to the Owner and to the Contractor. Claims for extra work performed on a "force account" basis shall be submitted to the Owner, in triplicate, on certified forms properly executed, by the Contractor. Statements shall also include the value of all material used in such work, and said statements shall be filed not later than the fifteenth (15th) day of the month following that in which the work was actually performed, and shall include all charges which can be verified.
- 1.3. For extra work, as defined in this paragraph, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes and Unemployment Compensation covering the workers actually engaged upon such extra work. No percentage will be added to such payments, but the Contractor shall receive only the actual amount of money expended for such Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes and Unemployment Compensation. Such Payments shall be based upon the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

11. Payment to Contractor

- 1.1. The Contractor will be compensated monthly for only the materials in-place, complete, and will not be compensated for materials stored unless specifically listed at the Pre-Construction conference. In the case of lump sum items, monthly compensation will be on the basis of the schedule of values to be agreed upon prior to beginning construction.

- 1.2. Each request for payment shall contain Contractor's certification that he has paid all subcontractors and material men in the same proportion for all work and materials supplied to them at his own receipts.
- 1.3. Prior to final payment, the Contractor shall furnish a complete release of liens form individually executed by all subcontractors and material men.

12. Schedules, Reports and Records

- 1.1. All items of work which require measurement shall be measured concurrently, upon installation and before covering or backfilling, by the Owner's representative and the Contractor's representative. All items so measured will be recorded by both parties in a format which can be kept current until completion of the work.
- 1.2. Such measurement records shall be utilized to formulate and check partial and final requests for payment. Upon completion of the work, both sets of records shall be delivered to the Owner for his use in the preparation of as-built drawings.
- 1.3. All measurements, to the maximum extent possible, shall be referenced to base dimensions and stationing shown on the drawings.

13. Eliminated Items

- 1.1. Should any items contained in the Proposal be found unnecessary for the proper completion of the work contracted, the Owner may, upon written order to the Contractor, eliminate such items from the project and such action shall in no way invalidate the project, and no payment will be made for the items so eliminated in making final payment to the Contractor except for such actual work as may have been done, and materials actually purchased prior to elimination of the scope of work.

14. Contractor's Legal Address

- 1.1. The address given in the bid or proposal is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Owner. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper directed to the above-mentioned address of any notice, letter and other communication to the Contractor, shall be deemed to be a legal and sufficient service thereof upon the Contractor.
- 1.2. The delivering at or the mailing to the Contractor's business address (written notice of which address shall be given to the Owner), or the delivering to the Contractor in person or to his authorized representative, of notices, letters and other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

15. Ordering Materials

- 1.1. Delivery schedules for all materials and/or equipment specified herein or shown on the drawings, or in any way affecting the work, shall be reported to the Owner within ten (10) days of the notice to proceed. The Owner shall be notified immediately if any materials or equipment are not obtainable, or promised delivery dates are such as to seriously impede the work. Substitute materials, if required, shall be subject to

approval by the Owner. To meet the project time, Contractor may need to pay extra for expediting manufacture or delivery. The Contractor will be expected to include such costs within the base prices bid and to meet the project schedule.

- 1.2. Contractor shall frequently check on continued validity of delivery dates and shall advise the Owner promptly of any change of delivery promises made by the suppliers. The Contractor shall expedite deliveries of materials controlling job progress.
- 1.3. Shop drawings and orders shall be handled expeditiously by the Contractor to avoid delays in the work.
- 1.4. By submitting his bid, Contractor certifies that manufacturing and delivery schedules have been confirmed and validated and incorporated into his overall project schedule in a manner that will assure Contractor's control of the schedule and completion within the designated project period, and within the base prices bid.

16. Laws to be Observed

- 1.1. The Contractor shall observe and comply with federal, state, county, and local laws, ordinances, rules, regulations, decrees and orders that are in effect and applicable to the work during the time of construction; and he shall see that his subcontractors likewise meet this requirement. He shall indemnify, and hold harmless, the Owner and his representatives against claims and liabilities arising from Contractor and subcontractor violations of such laws, ordinances, rules, regulations, decrees, and orders, whether such violations be by the Contractor or any Subcontractor, or any of their agents and/or employees.

17. Equal or Approved Equal

- 1.1. Where an article or material is specifically by proprietary name, trade name, and/or manufacturer's name with the addition of such expressions as "or equal" thereof, is intended subject to the approval of the Owner as to the equality thereof.
- 1.2. An offer of an article or material by the Contractor for an article of material specified, will raise the presumption that it is for the purpose of saving money. If, in such case, the articles or material is approved, the Owner shall be given credit as follows: 1) exercise use of a deduct bid item where applicable; and 2) the difference in the net cost to the Contractor of the article or material submitted and the price at which he could have obtained the lowest priced article or material specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer is made, and no article or materials will be considered without figures.
- 1.3. The Contractor warrants that if substitutes are approved, no major changes in the function or design of the project will result. All incidental changes in design, and construction related to a substitution as required to accommodate the substitute and all additional review costs will be paid by the Contractor without a change in the project Price or project Time.

18. Permit Requirements

- 1.1. Contractor shall perform all work shown on the drawings and required within these specifications in accordance with all authorities having jurisdiction and all applicable permits.

19. Location of Existing Utilities

- 1.1. The Contractor's attention is directed to the fact that the location of the existing utilities shown on the project drawings is approximate only. It shall be the Contractor's responsibility to locate these utilities well ahead of the work and any related work, by test pits in the vicinity of the utilities prior to actual construction which could potentially conflict with utilities, within the base bid prices. Any work installed at conflicting grades shall be removed and reinstalled at Contractor's expense. Contractor shall immediately notify Owner of any potential conflicts which may require an adjustment to design grades and locations.

SPECIAL CONDITIONS

1. EXISTING FACILITIES
 - 1.1. Contractor shall inspect the site and meet with the Owner to coordinate scheduling of the work as needed to assure uninterrupted access during construction.
 - 1.2. The Contractor shall provide inlet controls to assure uninterrupted stormwater flow during construction.
2. COMPENSATION FOR STORED MATERIALS
 - 1.1. No stored material payment will be made.
3. WARRANTY
 - 1.1. At time of project close-out, Contractor shall provide a one (1) year Maintenance Bond to the Owner for all work. Should there be any subsidence, premature wear, cracking, undermining, or similar damage in areas of work conducted by the Contractor, during this one (1) year period for work, all such damaged areas shall be promptly repaired or replaced at the Contractor's expense.
4. TRAFFIC CONTROL
 - 1.1. Street closures shall be minimized and be approved by the Owner. Contractor shall cooperate and coordinate with the Owner, and shall facilitate local traffic and emergency vehicle access. Contractor shall provide a detailed traffic control plan as detailed in these specifications.
5. SPECIFICATIONS TO BE FOLLOWED
 - 1.1. All work performed under this project shall conform to the requirements of these specifications.
6. FUNDING
 - 1.1. This project is being funded by Town of Greensboro.
7. INSURANCE TO BE OBTAINED BY CONTRACTOR
 - 1.1. The Contractor shall not commence work under this project until he has obtained the insurance required in the General Conditions.
8. PRIVATE PROPERTY ACCESS
 - 1.1 Access to all private properties shall permitted at all times possible. Sidewalks shall be open and accessible at the end of each work day.

SUMMARY OF WORK

1. DESCRIPTION

1.1. Project includes all work designated in the project Documents

The Contractor shall furnish all implements, machinery, tools, equipment, material and labor necessary to the performance of the work and shall furnish and do everything necessary to make the work perfect, complete, neat and finished, and the Contractor shall maintain all the work to be done under this project in this condition at the time the work is finally inspected.

2. GENERAL CONSTRUCTION REQUIREMENTS

1.1. Contractor shall meet with and fully cooperate and coordinate his activities with the Town of Greensboro Public Works Dept., and other utility providers and obtain any necessary permits from all regulatory agencies.

1.2. Submit phased traffic/construction sequence plan to Owner for approval prior to commencing work.

1.3. Contractor is solely responsible for detailed sequence of construction subject to Owner's approval.

1.4. Contractor shall plan the work to avoid conflicts with existing utilities and shall at Contractor's sole expense adjust temporary and permanent water, drains, sewer and storm drains if and as needed to eliminate conflicts.

1.5. Install erosion and sediment control requirements and complete soils investigation as needed.

1.6. Perform all test pitting well in advance of work to verify utility crossing depths. All federal, state and local regulations will be followed for safety, including, but not limited to, dust control and noise level restrictions.

1.7. Working hours in residential areas shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday, unless extended by the Owner.

1.8. The project design was completed with the best available information. The location of existing water pipes, valves, drains, sewer and other utilities which are not all known at this time and shall be determined by the Contractor.

1.9. Contractor shall make every effort to assure shop drawings and submittals are complete at first submission.

1.10. Closure of one side of the street shall be the normal procedure. Closure of both lanes of traffic shall not be allowed unless coordinated in advance with the Owner. Allowances shall be made to allow property owners safe access to their homes. Residences with special health and medical needs are to be provided with appropriate parking and sidewalk access.

1.11. Contractor shall provide for adequate storm drainage throughout the construction period to avoid erosion, sediment transfer off right-of-way, ponding water, accessibility issues and flooding damage.

1.12. Street base pavement shall be repaired as needed with a minimum number of joints and be completed after underground utilities, subgrade and gravel sub-base are in place and approved by the Owner. Dust control is to be provided on all unpaved street surfaces.

1.13. Street surface pavement shall be installed after all drainage, gutter, curb and related work is completed and acceptable to the Owner.

1.14. Contractor shall work cooperatively with private property owners, whose properties are impacted by construction activity and accessibility.

SUBMITTALS

1. DESCRIPTION - Work Included:
 - 1.1. Schedule of Values
 - 1.2. Construction Schedule
 - 1.3. Survey and Layout Data
 - 1.4. Traffic Control Plan
 - 1.5. Material Samples
 - 1.6. Record of Testing
 - 1.7. Record Drawings
2. SCHEDULE OF VALUES
 - 1.1. A schedule of values of the various parts of the work to be done under lump sum items shall be agreed upon by the Contractor and the Owner. One week prior to the preconstruction conference, the Contractor shall submit for approval a proposed breakdown into construction categories of his lump sum price bid. This breakdown shall add up to the full 100% value of the lump sum price, and all parts of it shall be covered by the performance bond. The approved breakdown shall be used for the purpose of arriving at a basis for monthly estimates for appropriate lump sum bid items.
3. CONSTRUCTION SCHEDULE
 - 1.1. The construction schedule and chart shall be submitted to the Owner for approval one week prior to the preconstruction conference. The general schedule will be discussed at the preconstruction meeting and copies made available to all interested parties. No construction shall be permitted until the construction schedule is approved.
 - 1.2. The Contractor shall develop a critical path construction schedule and chart that shows at a minimum a bar graph indicating the series of activities either separately or concurrently required to complete the project within the allotted time. The chart shall also indicate expected cash flows on a monthly basis. Room shall be provided on the chart whereby the Contractor can plot actual progress of the work against that initially proposed.
 - 1.3. The Contractor shall update the schedule on a monthly basis and submit the revised schedule to the Owner along with the monthly pay request.
 - 1.4. The Contractor shall furnish the Owner at least five (5) days prior to the start of construction a final list of subcontractors which will be used on the project in accordance with Section 00800 of these specifications.
4. SURVEY & LAYOUT DATA
 - 1.1. All survey and stake out work shall be done by qualified persons. The Contractor is responsible for stake out of all facilities required by this project within the prices bid.
 - 1.2. Any benchmarks destroyed through or as a direct result of the Contractor's construction operations shall be replaced and/or restored at his expense with no additional cost to the Owner.
 - 1.3. Work done by the Contractor without his having first established proper line and grade, or work done by him to incorrect line and grade, may be ordered removed and replaced at no increase in project price.
5. TRAFFIC CONTROL PLAN
 - 1.1. At least ten (10) days prior to the start of construction the Contractor shall furnish the Owner a Traffic Control Plan.
6. MATERIAL SAMPLES
 - 1.1. The color of the concrete to be used for curb replacement shall be matched to the existing curbs. The Contractor shall supply a sample of the concrete in a dried and cured form to be compared to the existing curbs. The Owner shall determine if the sample adequately matches the color of the existing curbs. If the material does not adequately match the color of the existing curbs a new sample shall be submitted for approval. No work on curb replacement shall commence until a concrete sample has been approved by the Owner.

7. RECORDS OF TESTING

1.1. The Contractor shall maintain records of all testing performed during the life of the project. Records shall indicate the line, date of testing, persons involved in the testing and the results. At the end of the project, or more frequently if requested, all testing records shall be turned over to the Engineer.

8. RECORD DRAWINGS

1.1. The Contractor shall keep one copy of the drawings at the site, in good order and provide markup to show all changes made during construction. These record drawings shall be available to the Owner, and shall be delivered to him upon completion of the project. They shall contain all as-built elevations.