



BOONSBORO *Maryland*

Shafer Park Pervious Path PH 1 & 2 Project Specifications and Contract Documents

**Town of Boonsboro
C/O Megan Clark, Town Manager
21 North Main Street
Boonsboro, Maryland 21713
Phone: 301.432.5141**

**Town of Boonsboro
June, 2016**

Bid Documents Package

TABLE OF CONTENTS

Page

Invitation to Bid..... 3

Proposal Form.....4-5

DIVISION 1 – GENERAL

SECTION 1.1 – DEFINITIONS..... 6

SECTION 1.2 – PROJECT REQUIREMENTS..... 7

SECTION 1.3 – GENERAL CONDITIONS.....8

1.3.1 Work by Owner.....7

1.3.2 Superintendence by Contractor.....7

1.3.3 Engineer Authority.....7

1.3.4 Inspection and Inspector Authority.....7

1.3.5 Construction Schedule and Sequence of Operations.....7

1.3.6 Reports, Records, and Data.....7

1.3.7 Shop Drawings and Submittals.....7

1.3.8 Land and Rights of Way.....8

1.3.9 Regular Work Hours.....8

1.3.10 Subcontracting.....8

1.3.11 Change Order.....9

1.3.12 Claims.....9

1.3.13 Use of Premises and Removal of Debris.....9

1.3.14 Sediment and Erosion Control.....9

1.3.15 Pollution Control and Spills.....9

1.3.16 Preconstruction Conference.....9

1.3.17 Progress Documentation and Communication.....9

1.3.18 Progress Meetings.....10

1.3.19 Time for Completion and Liquidated Damages.....10

1.3.20 Quantities of Estimate.....11

1.3.21 Drawings and Specifications Furnished to Contractor.....11

1.3.22 Materials Ownership.....11

1.3.23 Payment.....11

1.3.24 Acceptance of Final Payment as Release.....11

1.3.25 Release of Liens.....11

1.3.26 Final Review and Inspection, Substantial Completion.....11

1.3.27 Warranty Period.....11

TABLE OF CONTENTS

Page

DIVISION 2 – SITEWORK

SECTION 2.1 – SITE CLEARING AND GRUBBING..... 11
SECTION 2.2 – EXCAVATION AND BACKFILLING..... 12

DIVISION 3 – EXTERIOR IMPROVEMENTS

SECTION 3.1 – PERVIOUS HOT MIX ASPHALT (HMA) PAVING..... 15
SECTION 3.2 – CONCRETE.....17
SECTION 3.3 – LANDSCAPING.....20

DIVISION 4 – CONTRACT

SECTION 4.1 - RECITALS
4.1.1 STATEMENT OF WORK..... 22
4.1.2 COMPLIANCE WITH APPLICABLE LAW..... 22
4.1.3 INSURANCE AND LICENSING.....22
4.1.4 INDEMNIFICATION..... 22
4.1.5 PERFORMANCE AND COMPENSATION and
COMPLETION OF WORK..... 23
4.1.6 DAMAGE TO PRIVATE PROPERTY.....23
4.1.7 CONTRACT TERM..... 23
4.1.8 GUARANTEE.....23
4.1.9 BINDING EFFECT OF AGREEMENT AND EXECUTION..... 24

Attachments:

Design Drawings

Shafer Park Pervious Path PH 1 & 2 - Invitation and Instructions to Bid

The Town of Boonsboro ("Town") is issuing this Request for Proposal ("RFP") to seek a qualified Contractor for the Construction of a Permeable Pavement Path along with Bridges and related services. Interested parties may obtain Bidding Documents at <http://www.town.boonsboro.md.us/>

Qualified bidders should have previous experience and provide at least three recent (3) references for Construction, Site Work, Grading, Landscaping, and Paving and submit references to the Town. To demonstrate Bidder's qualifications to perform the Work, Bidders may also be required to submit written evidence on financial data, present commitments, and other such data as may be requested by the Town. Each bid must contain evidence of Bidder's qualification to do business in the State of Maryland, including a copy of the Bidder's valid State of Maryland Contractor's license and Insurance as required by the contract. Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and Bidders shall furnish to Owner all such information and data for this purpose as Owner may request. Complete qualification must be provided for any subcontractors to be utilized and such subcontractors must be managed by the bidder. Conditional Bids will not be accepted.

Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation. Interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents.

All Work shall conform to the Bidding Documents. Before submitting a bid, each bidder must examine the contract documents thoroughly and investigate the site carefully. Each bid shall be submitted with the Bid Form. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data required.

All inquiries should be directed, in writing by email to town.engineer@myactv.net, or by mail to Boonsboro Town Hall, 21 N. Main St., Boonsboro, Maryland 21713. The Town shall assume no responsibility for oral instructions or suggestions. A pre-Bid conference will be held on Thursday July 21st, 2016 at 10:00 AM at the Boonsboro Town Hall, 21 N. Main St., Boonsboro, MD 21713. No requests received after 2:00 P.M., Thursday, August 11th, 2016 will be considered. Sealed bids including the proposal form will be received at the Office of the Town Clerk, Town Hall, 21 N. Main St., Boonsboro, Maryland 21713, until 2:00 p.m., Monday August 22nd, 2016.

All bids must be sealed in opaque envelopes and marked:

"Shafer Park Path Pervious Path PH 1 & 2"

The Town of Boonsboro reserves the right to accept proposals individually or collectively, to accept or reject any or all proposals, waive any informalities, and take whatever action is to the best interest of the Town of Boonsboro. Value, knowledge, experience, references, and other factors will determine the winning bidder. Unless otherwise specified all formal bids submitted shall be binding for Ninety (90) calendar days following the bid opening date, unless the bidder, upon request of the Town, agrees to an extension. Bidder agrees to abide by the specification and contract requirements and all applicable laws and regulations.

TOWN OF BOONSBORO

Megan Clark, Town Manager

cc: Brian Hopkins, Town Engineer; Greg Huntsberry, Jr., Public Works Superintendent

PROPOSAL FORM

I/WE AGREE to furnish and deliver all materials and to perform all work, in accordance with Plans, Specifications, General Provisions, Special Provisions and Contract Documents, and related items necessary to complete the work for the Shafer Park Pervious Path PH 1 & 2 project in the Town of Boonsboro, Maryland. To begin work and to prosecute said work so as to complete the Contract as specified within the Contract Documents. I/WE understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all costs in connection with the complete performance of the work (as described in the Contract Documents) shall be included in the Contract price for the entire work to be performed under this contract. I/WE AGREE Liquidated damages are assessed at \$250 per day for each calendar day that any work shall remain uncompleted beyond the time specified.

I/WE Having carefully examined the Contract Documents (Drawings, Specifications, General Conditions, Special Provisions etc.) for the work hereinbefore named, and in conformity with the Contract Documents and of the site of the work, and propose to furnish all necessary machinery, equipment, tools, labor and other means of construction, and furnish all materials specified in the manner and at the time prescribed, and perform all work for the sum of:

Grand Total _____

NAME OF COMPANY _____

Signature _____

NAME OF SIGNING OFFICIAL _____

ADDRESS _____

PHONE NUMBER _____

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1		Addendum No. 2		Addendum No. 3	
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Please complete Task and Discipline Listing for Bid Comparisons next page.

Task and Discipline Work Listing

<u>Shafer Park Path Pervious Path Ph1&2</u>	Quantity	Units	Unit Price	Amount
Earthworks				
Strip Grass and Topsoil, Haul to town Stockpile	250	CY		
Clearing and Grubbing	0.25	AC		
Seeding and Mulching	500	SY		
Drainage				
18" RCP	20	LF		
18" End Sections	2	EA		
Surface				
Fine Grading for paving	1200	SY		
Install Geotextile fabric	1000	SY		
6" min. Aggregate Base	400	TN		
(this estimated quantity includes an allowance for filling low areas and depressions)				
4" HMA Pervious HMA	160	TN		
Bridges	3	EA		
Stream Bed Restoration/ Landscaping	1	EA		
Contingent : Clearing and Grubbing	0.5	AC		
Total				

This is a lump sum contract.

Quantities listed are estimates only and are for bid comparison purposes.

Anything not specifically noted shall be considered incidental.

DIVISION 1 - GENERAL

SECTION 1.1 - DEFINITIONS

Refer to MD Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials dated January, 2001 and revised 2008 including all revisions and additions and special provisions for materials and construction.

ENGINEER: Wherever reference is made to the Engineer, it shall be understood to mean the Town Engineer of Boonsboro, Maryland, or their designated representative.

CEMENTITIOUS MATERIALS: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

CONTRACTOR: The individual or business entity providing the services under this contract.

BACKFILL: Soil or aggregate materials used to fill an excavation.

BASE COURSE: Layer placed between the subbase course and asphalt paving.

ENGINEER: The Engineer for the Town of Boonsboro MD.

EXCAVATION: Removal of material encountered above subgrade elevations.

1. **Additional Excavation:** Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be incidental to the Contracted work.
2. **Unauthorized Excavation:** Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

FILL: Soil or aggregate materials used to raise existing grades.

FINISH GRADE: Elevation of finished surface.

OWNER: The Owner shall be understood to mean the Town of Boonsboro, Maryland.

PLANTS: Living trees, shrubs, and ground cover specified in this Section, and described in ANSI Z60.1.

STRUCTURES: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

SUBBASE COURSE: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

SUBGRADE: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

UTILITIES: include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

WEEDS: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush, Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass and any noxious weeds.

1.2 PROJECT REQUIREMENTS

The intended purpose of this contract is to provide a paved pervious HMA path on an aggregate base. The project also includes three small pedestrian bridges to cross a drainage stream and a section of streambank restoration, landscaping.

The alignment of the proposed path is generally shown in the attached drawings. Slight alterations to the path alignment are allowable with the permission of the Town. Representatives of the Town and the Contractor will perform a stakeout in the field for the contractor to follow. The contractor will provide the stakes and flags to mark the alignment.

The streambank restoration and landscaping plan for the eroded section of steam bank shown in the plans is conceptual. The intent is to rehabilitate the undercut and eroded bank and provide a visually appealing, terraced, living wall feature to the area. The contractor and their landscaper/ landscape architect may vary the plans with the Town's permission as long as the intent and basic scope of the restoration and landscaping is accomplished.

This project and contract generally involves the following:

- Clearing and grubbing the project area.
- Removing Bollards, shrubs, boulders, and trees in the way with the Town's approval.
- Stripping top soil and grass and hauling to the Town's stockpile site on Monroe Rd. (~2 miles away)
- Preparing a suitable subgrade.
- Filling low areas and depression.
- Installing geotextile separation fabric.
- Installing aggregate base course.
- Paving a path with pervious HMA.
- Constructing and Installing Bridges.
- Landscaping and restoration of an eroded stream bank.
- Seeding and Mulching.
- Contingent clearing and grubbing and seeding and mulching of adjacent areas.
- Anything not specifically mentioned but which is necessary to prove a fully functional finished final product shall be considered incidental.

SECTION 1.3 - GENERAL CONDITIONS

1.3.1 Work by Owner: Owner may perform certain activities in connection with the project with its own personnel.

1.3.2 Superintendence by Contractor: At the site of work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor and be able to send and respond to emails and phone calls in a timely manner. It is understood that such representative shall be acceptable to the Engineer. {The Contractor's attention is called to the requirements of the Dept. of Transportation, State Highway Administration's Specifications entitled "Standard Specifications for Construction and Materials" July 2008, under Section 5, GP-5.04.}

1.3.3 Engineer Authority: The Engineer shall have authority under this contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question. The Engineer shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

1.3.4 Inspection and Inspector Authority: The authorized representatives and agents of the owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and relevant data and records. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. No inspection nor any failure to inspect shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and any inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The inspectors shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. Inspectors shall in no case act as foreman to perform other duties for the Contractor. Any instructions which the inspectors may give the Contractor shall in no way be construed as binding the Engineer or the Owner in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.

1.3.5 Construction Schedule and Sequence of Operations: It shall be the Contractor's responsibility to submit a schedule of operation sequences to the Engineer and obtain his approval before any work is done under the contract. This schedule shall be prepared in a manner that will insure the satisfactory completion of the project within the time allowed for the project.

1.3.6 Reports, Records, and Data: The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

1.3.7 Shop Drawings and Submittals: Shop drawings, inspection reports, and submittals are required for materials and construction to be used in the project. The Contractor shall prepare and submit to the ENGINEER and OWNER these documents 2 weeks prior to the start of construction (within 2 weeks after completion for inspection reports and material testing reports). All materials submittals for the subject project shall be sent or delivered to: Town Engineer 21 N. Main St. BOONSBORO, MD. 21713 town.engineer@myactv.net

All submittals for the subject project will not be considered approved until they bear the approval of the Engineer.

1.3.8 Land and Rights of Way: The necessary rights-of-way and easements for the area occupied by the proposed improvements have been obtained by the Town of Boonsboro. Any additional rights-of-way or easements required by the Contractor for plant operations, equipment, storage of materials, disposal area, etc., must be obtained and paid for by the Contractor.

1.3.9 Regular Work Hours: Mon-Fri 7:00 AM – 4:30 P.M. excluding Holidays. Requests to do work other than normal working hours shall be submitted to the Engineer for approval with 48 hours' notice. Overtime fees may apply for inspections are required during non-working hours, costs shall be paid to the Owner or deducted from the contract total at the owner's discretion.

1.3.10 Subcontracting: Contractor may not sublet the contract without the approval of the Town. Whenever the Town shall notify the Contractor of any subcontractor who is incompetent, disorderly, or otherwise unsatisfactory, that person/firm shall be removed for the project.

1.3.11 Change Order: Without invalidating the contract, Owner may order additions, deletions, or revisions to the work by a Change Order. Both Parties (Contractor and Owner) shall agree to the terms of change orders. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time, or other changes to the contract without initiating a written change order request and having it approved by the Owner.

1.3.12 Claims: The claimant shall provide written notice of the amount and extent of the claim to the engineer and other party regarding any claims. The responsibility to substantiate the claim lies with the claimant and they shall provide all supporting documentation within 60 days to the engineer and other party. Engineer will have 30 days to decide the claim. Engineer may deny the claim in whole or in part or approve the claim, or notify the parties it is deemed inappropriate for the Engineer to decide the claim, such notice will be deemed a denial. In the event no action is taken within 30 days, the claim will be deemed denied.

1.3.13 Use of Premises and Removal of Debris: The Contractor expressly undertakes at his own expense:

- A) To take every precaution against injuries to persons or damage to property.
- B) To store his apparatus, materials, supplies and equipment in a location approved by the Engineer and in such orderly fashion at the site of work as will not interfere with the progress of his work or the work of any other contractors.
- C) To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operation, that the work site shall be neat and orderly at all times. Landfill tipping fees are considered incidental.
- D) To remove all surplus materials, false work, temporary structures, including foundations thereof, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition before final completion.

1.3.14 Sediment and Erosion Control: Contractor shall be responsible for sediment control and shall install appropriate vehicle wash racks, diversions, sediment traps, super silt fence, stone check dams, inlet protection, seed mulch and jute matting etc. prior to construction and maintain such throughout the project. Contractor shall prevent the erosion of soil on the site and adjacent property resulting from construction activities.

1.3.15 Pollution Control and Spills: Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, oil, debris and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances other than sanitary sewage shall be allowed to enter the sanitary sewer. Violations resulting from spills shall be the sole responsibility of the contractor. It is the responsibility of the Contractor to report all spills, overflows, or backups resulting from the construction activity to the Owner and to the cognizant regulatory agencies as required by law. The Contractor shall be responsible, at his own cost, for all cleanup and disinfection of the affected area as required by Laws and Regulations.

1.3.16 Preconstruction Conference: Prior to the commencement of work at the site, a preconstruction conference will be held at the Boonsboro Town Hall 21 N. Main St. Boonsboro MD 21713 at an agreed upon time. The conference shall be attended by:

- Contractor and its superintendent
- Subcontractors
- Supplier representatives
- Representatives of the Owner and Engineer
- Others as requested

The Contractor shall provide a preliminary schedule of work and a schedule for submittals by the time of this meeting. The purpose of this meeting will be to designate responsible personnel and work coordination. Other matters on the agenda will include:

- Scheduling
- Transmittal submissions and review
- Processing applications for payment
- Maintaining documentation and progress communication
- Critical work sequencing
- Use of premises, storage and field office
- Contractor assignments for safety and first aid.

1.3.17 Progress Documentation and Communication: Contractor shall issue all communication to the Owner through the Engineer. Each Week the contractor shall send an email to the designated personnel of the Owner and Engineer stating the work accomplished, and significant issues, and the work to be performed the following week. Communication Digital pictures of the work shall be included in the weekly reports. Each Month the contractor shall

provide a comprehensive report of all work completed, with the associated start dates and completion dates per the construction schedule, a list of the activities on which work is currently in progress, the approximate percentage of work complete, and the number of working days left to complete the project. This shall be sent out by email 2 work days prior to the associated progress meeting.

1.3.18 Progress Meetings: Contractor shall schedule and hold regular progress meetings at least monthly and other times as requested by Owner/Engineer, or as required by the progress of Work. Contractor, and all Subcontractors active on site shall be represented at each meeting. Contractor shall preside at the meetings and prepare and distribute the meeting agenda prior to the meeting and prepare and distribute the meeting minutes within 2 work days after the meeting. The purpose of the meeting shall be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

1.3.19 Time for Completion and Liquidated Damages: Unless approved in writing by the Town, this project shall be completed by the Contractor in the time-frame specified within the Project Description.

The contractor agrees that the required work be prosecuted regularly and uninterruptedly at such rate of progress as will facilitate full completion thereof within the specified timeframe. Should it be discovered that unforeseen site conditions impede the work progress, a change order may be warranted to extend the contract time frame. The Contractor will be required to submit a request for such an extension to offset any justified delays.

Should the contractor neglect, fail, or refuse to complete the work within the time herein specified, or any extension granted by the owner, then the contractor does hereby agree to pay the amount of \$250 as liquidated damages for such breach of contract, for each day the work remains unfinished or deficiencies remain after the contract time has run out.

1.3.20 Quantities Of Estimate: This is a lump sum project, quantities of estimate are for bid comparison purpose only.

1.3.21 Drawings and Specifications Furnished to Contractor: The Town will furnish free of charge to the successful Contractor up pdf copies of the contract documents. Any additional copies requested shall be at the expense of the Contractor. All information provided to the contractor is based upon the best available knowledge; the contractor is responsible for making field measurements and verifications.

1.3.22 Materials Ownership:

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- C. The Town will designate an area on Town property for materials such as topsoil which the Town would like to retain, The Contractor shall haul the materials to the designated site.

1.3.23 Payment: The Contractor shall be compensated on a contract lump sum fee basis. The lump sum fee shall be broken down by task and discipline (see listing). After substantial completion and final Inspection, the Contractor shall invoice the Town of Boonsboro, 21 N. Main St., Boonsboro, Maryland for work satisfactorily completed. All invoices shall include a complete itemized description of the work effort covered by the billing. Failure to provide a complete description of work actually completed may delay processing of the invoice.

1.3.24 Acceptance of Final Payment as Release: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability from the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No final or partial payment, shall operate to release the Contractor or his Sureties from any obligation under this contract or the Performance and Payment Bond.

1.3.25 Release of Liens: The Contractor shall submit to the Town a complete Release of Liens from all subcontractors and the general Contractor prior to the issuance of final payment by the Town.

1.3.26 Final Review and Inspection, Substantial Completion: The final inspection shall be performed by all parties involved at the project completion. The Contractor shall inform the Engineer, in writing, the substantial completion date of the project. The Contractor will be notified by the Engineer within ten (30) working days of any incomplete and/or defective work. The Contractor shall immediately take such measures as necessary to remedy such deficiencies and shall notify the Engineer at completion. A second inspection shall be performed as required.

1.3.27 Warranty Period: A one year warranty period starts as of the date of the FINAL ACCEPTANCE. An inspection will be conducted by the Town within thirty (30) calendar days of the one year anniversary of this Final Acceptance. The contractor shall be notified of any deficiencies and shall correct them promptly.

DIVISION 2 – SITE WORK

SECTION 2.1 - SITE CLEARING AND GRUBBING

2.1.1 - GENERAL

2.1.1.2 SUMMARY

- A. This Section includes the following:
1. Protecting existing trees and vegetation to remain.
 2. Removing trees and other vegetation.
 3. Clearing and grubbing.
 4. Stripping and stockpiling topsoil.

2.1.2 - EXECUTION

2.1.2.1 PREPARATION

- A. Locate and clearly flag trees and vegetation to remain or to be relocated.
- B. Protect existing site improvements to remain from damage during construction.
1. Restore damaged improvements to their original condition, as acceptable to Owner.

2.1.2.2 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 36 inches below exposed subgrade.
 4. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with aggregate, unless further excavation or earthwork is indicated.

2.1.2.3 TOPSOIL STRIPPING

- A. Strip topsoil and grass to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- B. Haul topsoil materials to the Town Stockpile site.

SECTION 2.2 EXCAVATION AND BACKFILLING

2.2.1 - GENERAL

2.2.1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 General Conditions, apply to this Section.

2.2.1.2 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
2. Subbase course for concrete walks and pavements.
3. Base course for asphalt paving.
4. Over-excavation of unsuitable soils and old fill.

B. Related Sections include the following:

1. "Site Clearing and Grubbing" for site stripping, grubbing, removing topsoil, unsuitable old fill and protecting trees to remain.

2.2.1.3 SUBMITTALS

A. Product Data: For the following:

1. Aggregate.
2. Geotextile Separation fabric.

2.2.1.4 PROJECT CONDITIONS

A. Classification of Excavated Materials: No consideration will be given to the nature of materials encountered in site grading operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials. This includes but is not limited to the removal and replacement of unsuitable subgrade soils to depths of approved materials, removal of unsuitable old fill, rock removal and off-site disposal of subgrade material if found unsuitable.

B. Excess Materials: No right of property in materials is granted to the CONTRACTOR for materials excavated. This provision does not relieve the CONTRACTOR of his responsibility to remove and dispose of surplus excavated materials.

2.2.2 - PRODUCTS

2.2.2.1 AGGREGATE MATERIALS

A. General: Provide aggregate materials for filling and backfilling.

B. Subbase: Compacted native material as directed by the Engineer, low areas and depressions with aggregate.

C. Base: Maryland State Highway Administration graded aggregate designated CR-6 or GAB (Aggregate).

2.2.2.2 ACCESSORIES

A. Separation Fabric: Maryland State Highway Administration Class SE geotextile.

2.2.3 - EXECUTION

2.2.3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

2.2.3.2 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

2.2.3.3 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with aggregate and compact as directed.
 - 1. Additional excavation and replacement material will be considered incidental to the contract.
- C. Proof roll subgrade with loaded heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

2.2.3.4 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Fill existing natural depressions or such other depressions resulting from the site work to the level of adjacent ground elevation with aggregate.

2.2.3.5 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Keep the path surface above the surrounding surface. Slope grades to direct water away from the walking surfaces and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
 - 2. Walks: Plus or minus 1 inch (25 mm).

2.2.3.6 SUBSURFACE DRAINAGE

- A. Drainage Piping: Drainage pipe as specified in the Drawing.
- B. Backfill with aggregate.

2.2.3.7 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course on prepared subgrade and as follows:
 - 1. Place base course aggregate material over subbase.
 - 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3. Shape subbase and base to required grade, elevations, and cross-slope grades. Stay within ADA requirements.

2.2.3.8 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specify tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material with aggregate to depth as directed by Engineer; reshape and re-compact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional aggregate material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

2.2.3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Do not remove surplus satisfactory soil without Owners written consent. Haul topsoil and mulch to the Towns Mulch site. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

DIVISION 3 – EXTERIOR IMPROVEMENTS

SECTION 3.1 – PERVIOUS HOT-MIX ASPHALT PAVING

3.1.1 - GENERAL

3.1.1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 General Conditions, apply to this Section.
- B. MD Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials dated July 2008, including all revisions and additions and special provisions for materials and construction

3.1.1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Graded Aggregate Base.
- B. Related Sections include the following:
 - 1. Division 2 Section "Excavation and Backfilling" for aggregate subbase and base courses and for aggregate pavement shoulders.

3.1.1.3 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt permeable paving according to materials, workmanship, and other applicable requirements of the drawings and standard specifications of state or local DOT.
- B. Standard Specification: MD Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials dated July 2008 including all revisions and additions and special provisions for materials and construction

3.1.1.4 SUBMITTALS

- A. Refer to SECTION 504-HOT MIX ASPHALT PAVEMENT of the MD SHA Standard Specifications.
- B. Refer to SECTION 501-AGGREGATE BASE COURSES of the MD SHA Standard Specifications.
- C. Product Data: For each type of product indicated, include technical data and tested physical and performance properties.
 - 1. Permeable Pavement Design Mix for surface pave.
 - 2. Aggregate subbase.

3.1.1.5 QUALITY ASSURANCE

- A. The contractor will be responsible for hiring a qualified independent testing agency to perform sampling and testing of hot mix asphalt samples and all other sampling, testing and certifications required by the contract documents. The Contractor can elect to perform extra sampling and testing for his own purposes. All regulatory testing and certifications are the responsibility of the Contractor.
- B. Refer to SECTION 504-HOT MIX ASPHALT PAVEMENT of the MD SHA Standard Specifications.
- C. Refer to SECTION 501-AGGREGATE BASE COURSES of the MD SHA Standard Specifications.

3.1.1.6 DELIVERY, STORAGE, AND HANDLING

- A. Refer to SECTION 504-HOT MIX ASPHALT PAVEMENT of the MD SHA Standard Specifications.
- B. Refer to SECTION 501-AGGREGATE BASE COURSES of the MD SHA Standard Specifications.

3.1.1.7 PROJECT CONDITIONS

- A. Refer to SECTION 504-HOT MIX ASPHALT PAVEMENT of the MD SHA Standard Specifications.
- B. Refer to SECTION 501-AGGREGATE BASE COURSES of the MD SHA Standard Specifications.

3.1.1.8 ASPHALT PRICE ADJUSTMENT

- A. Asphalt Cement Price Index adjustment does not apply to this Project.

3.1.2 – PRODUCTS

3.1.2.1 GRADED AGGREGATE BASE

A. Refer to SECTION 501-AGGREGATE BASE COURSES of the MD SHA Standard Specifications.

3.1.2.2 HOT MIX ASPHALT

A. Refer to SECTION 504-HOT MIX ASPHALT PAVEMENT of the MD SHA Standard Specifications.

B. The porous asphalt mix shall be a 9.5 MM mix design, pre-blended PG 76-22 modified (aka PG64E-22) enhanced with SBS and 5 pounds of fibers per ton of asphalt mix, minimum of 5.75 percent binder by weight of total mix. Minimum air voids of 16%. Draindown test of 0.3% maximum. The SBS will be supplied by an approved PGAB supplier holding a Quality Control Plan approved by MDOT. A Bill of Lading will be delivered with each transport of PG 76-22 SBS (aka PG64E-22). A copy of the Bill of Lading will be furnished to the Town and QA inspector at the plant.

3.1.3 - EXECUTION

A. Refer to SECTION 504-HOT MIX ASPHALT PAVEMENT of the MD SHA Standard Specifications.

B. Refer to SECTION 501-AGGREGATE BASE COURSES of the MD SHA Standard Specifications.

C. Leave a smooth neat finish at the surface and for all edges.

SECTION 3.2 - CONCRETE

3.2.1 - GENERAL

3.2.1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Footings.
- B. Related Sections include the following:
 - 1. "Excavation and Backfilling: for subgrade preparation, grading, and subbase course.

3.2.1.2 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.

3.2.1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Installer Qualifications: An experienced installer who has completed footing work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.

3.2.2 - PRODUCTS

3.2.2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves of a radius **100 feet (30.5 m)** or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

3.2.2.2 STEEL REINFORCEMENT

- A. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.
- B. Reinforcement Bars: ASTM A 615/A 615M, **Grade 60 (Grade 420)**, deformed.
- C. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, **Grade 60 (Grade 420)**. Cut bars true to length with ends square and free of burrs.
- D. Hook Bolts: **ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6)**, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

3.2.2.3 CONCRETE MATERIALS

- A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project. Mix shall be in accordance with current Maryland State Highway Administration standards.

3.2.2.7 CONCRETE MIXES

- A. Use Maryland State Highway Administration approved mix designs.

3.2.2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.
 - 1. When air temperature is between **85 deg F (30 deg C)** and **90 deg F (32 deg C)**, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above **90 deg F (32 deg C)**, reduce mixing and delivery time to 60 minutes.

3.2.3 - EXECUTION

3.2.3.1 PREPARATION

- A. Proof test prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with concrete placement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2.3.2 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum **2-inch (50-mm)** overlap to adjacent mats.

3.2.3.3 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Deposit and spread concrete in a continuous operation.
- F. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

3.2.3.4 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching **0.2 lb/sq. ft. x h (1 kg/sq. m x h)** before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

- a. Water.
- b. Continuous water-fog spray.
- c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with **12-inch (300-mm)** lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least **12 inches (300 mm)**, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.2.3.5 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.

SECTION 3.4 – LANDSCAPING

3.4.1 - GENERAL

3.4.1.1 SECTION INCLUDES

- A. New trees, shrubs, and ground cover for landscaping

3.4.1.2 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site.
- B. Protect plants until planted.
- C. Deliver plant life materials immediately prior to placement. Keep plants moist.

3.4.1.3 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plant life when ambient temperatures may drop below 35 degrees F or above 100 degrees F.

3.4.2 PRODUCTS

3.4.2.1 TREES, SHRUBS, AND GROUND COVER

- A. Trees, Shrubs and Ground Cover: Species and size identifiable in plant schedule, grown in climatic conditions similar to those in locality of the Work.

3.4.2.2 SOIL MATERIALS

- A. Topsoil: Provided by Contractor conforming to MSHA Section 920.01.
Add 20% by volume sand to the mix.
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 6.0 and maximum 7.0.

3.4.2.3 SOIL AMENDMENT MATERIALS

- A. Fertilizer: As recommended by Nursery.
- B. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials; minimum of 85 percent organic material measured by oven dry weight, pH range of 4 to 5; moisture content of 30 percent.
- C. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of plants.
- D. Herbicide: As recommended by Nursery.
- E. Pesticide: As recommended by Nursery.
- F. Sand: As Recommended by nursery or engineer.

3.4.2.4 COIR LOGS

- A. Coir Logs Specifications Diameter 12", Density 7 lbs/ft, Weight 35 lbs/ft, Netting 2" x 2" Openings

3.4.2.5 ACCESSORIES

- A. Wrapping Materials: Burlap.
- B. Stakes: Softwood lumber, pointed end.

3.4.3 EXECUTION

3.4.3.1 EXAMINATION

- A. Verify that prepared subsoil is ready to receive work.
- B. Saturate soil with water to test drainage.

3.4.3.2 PREPARATION OF SUBSOIL

- A. Set the River Rock toe of slope.
- B. Modify the channel and shoreline in the inside curve as needed.
- C. Prepare subsoils to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Terrace and Blend slopes into level areas.
- D. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil. Leave existing stumps and root mass in place.
- E. Use stone to set the toe of slope and the top of slope, Contour slope with terracing using Coir logs and Sand/Peat/Topsoil Mix as substrate for planting
- F. Scarify subsoils to a depth of 3 inches where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- G. Terrace slope back as needed.

3.4.3.4 PLANTING

- A. Install River Rock Toe treatment.
- B. Apply mulches and sand/peat/topsoil mix as detailed.
- C. Install Coir Logs and stake securely in place as detailed.
- D. Place plants in accordance with drawings or approved alternative plans.
- E. Set plants as vertical as possible in terracing.
- F. Remove non-biodegradable root containers.
- G. Set plants in pits or beds, partly filled with prepared topsoil/peat and sand mixture, at a minimum depth of 6 inches under each plant. Remove or loosen burlap, ropes, and wires, from the root ball.
- H. Place bare root plant materials so roots lie in a natural position. Backfill soil/sand/peat mixture in 6 inches layers. Maintain plant materials in vertical position. Hold in place with Coir logs and burlap.
- I. Saturate soils with water when the pit or bed is half full of top soil and again when full.
- J. Install River Rock top of slope edging.

THIS CONTRACT made and entered into on this _____ day of _____, by and between the Town of BOONSBORO, MARYLAND a municipal corporation, by its duly authorized representative, (hereinafter referred to as "the Town") and _____, a corporation/individual duly licensed as a contractor in the State of Maryland (hereinafter referred to as "Contractor"), and holding a current State of Maryland business license.

4.1 RECITALS

- A. The Town requested bids for the SHAFER PARK PERMEABLE PATH PH 1 & 2 PROJECT.
- B. Contractor, in response to the above-mentioned bid request, has submitted to the Town, in the manner and at the time specified, a proposal in accordance with the terms of the Town's request.
- C. The Town, has examined and canvassed the proposals submitted in response to the advertisement, and as a result of that canvas has determined and declared Contractor to be best suited to perform the work as described in the request. A copy of contractor's proposal is attached to this Contract and incorporated by reference herein.

Now, therefore, in consideration of the compensation to be paid to Contractor and the mutual agreements contained in this Contract, Contractor and the Town agree as follows:

SECTION 4.1.1 STATEMENT OF WORK

Contractor shall (a) furnish at its own cost and expense all tools, equipment, supplies, materials, transportation and other necessary accessories, services and facilities as required; (b) provide and perform all necessary labor in a substantial, skillful and workmanlike manner; and (c) execute and complete the SHAFER PARK PERMEABLE PATH PH 1 & 2 PROJECT in accordance with the Instructions to bidders, Drawings, Bid Package, and Specifications.

SECTION 4.1.2 COMPLIANCE WITH APPLICABLE LAW

Contractor and every subcontractor or person doing or contracting to do any work contemplated by this Contract shall keep himself/herself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of the terms of this Contract and shall be held to comply with all requirements of applicable state and federal laws and municipal ordinances and regulations, including without limitation all federal and state wage and safety laws and Occupational Safety and Health Administration (OSHA) requirements.

SECTION 4.1.3 INSURANCE AND LICENSING

Contractor shall not commence work under this Contract until Contractor has obtained and furnished to the Town evidence of all insurance and licensing required under this section. Similarly, Contractor shall not allow any approved subcontractor to commence work on his/her subcontract until subcontractor has obtained and provided evidence to the Town of the insurance and licensing required hereunder.

The following insurance and licensing shall be required of the contractor and every subcontractor or person doing or contracting to do any work contemplated by this Contract:

- a. Workers' compensation insurance for all employees engaged in work at the site of the project/improvement.
- b. liability and property damage insurance (Minimum \$1,000,000 per occurrence) to protect Contractor and all of Contractor's approved construction subcontractors from claims for damages for personal injury, accidental death and damage to property.
- c. Certificate of Liability Insurance naming the Town of Boonsboro as the additional insured for all work performed by the Contractor insured during this contract period.

SECTION 4.1.4 INDEMNIFICATION

Contractor and every subcontractor or person doing or contracting to do any work contemplated by this Contract shall indemnify and hold harmless the Town of Boonsboro, Maryland, a municipal corporation, its agents, representatives, municipal servants and employees, against any claim or liability arising from or based on the violation of any federal, state or municipal laws, ordinances or regulations, or any accident, injury or damage to persons or property.

SECTION 4.1.5 PERFORMANCE, COMPENSATION, AND COMPLETION OF WORK

The work shall be subject to the inspection of the Town Manager or authorized representative, who shall determine the satisfactory performance of the contractor.

Request for payment shall be submitted at the completion of the project by the Contractor. The request for payment shall be submitted and signed by the Town Manager or authorized representative.

If any unsatisfactory condition or damage develops within the time of this contract due to materials or workmanship that are defective, inferior or not in accordance with the Contract, Contractor shall, whenever notified by the Town, immediately remedy such in a condition satisfactory to the Town and make repairs as necessary.

If contractor fails to proceed promptly to comply with the terms under this Contract, Contractor agrees that the Town may have such work performed as the Town Manager considers necessary to perform the work and Contractor shall promptly reimburse the Town such sums as were expended in completing the work.

If it becomes necessary for the Town to employ legal counsel to enforce the terms of this contract, Contractor agrees to pay the Town's reasonable attorney fees and costs.

SECTION 4.1.6 DAMAGE TO PRIVATE PROPERTY

The Town of Boonsboro, being a small town, the residents are accustomed to good work and service and quick response from the Town and its contractors. Contractors must also be aware of their responsibility for damage to private property when performing work for the Town. Every attempt should be made to avoid damage to private property, and if damage does occur, the Contractor is responsible to make repairs to the home owner's satisfaction. It is important that Contractor respond quickly to any damage that may be a safety hazard. Contractor may also be held responsible for any costs incurred by the Town if the Town is required to correct damages in the absence of response from the Contractor.

SECTION 4.1.7 CONTRACT TERM

Notwithstanding anything previously contained in this Contract, the terms of this contract may only be terminated by submitting a written Notice of Contract Termination to the "Town" or the "Contractor" at least Fourteen-(14) days prior to the effective date of termination.

The contract term shall be for the period of construction; Sixty (60) calendar days from the date of the notice to proceed. Any modifications to the contract term shall be based upon the approved contract period bid. The Contractor hereby agrees to commence work under this contract within 14 days of the receipt of the Notice to Proceed and to fully complete the project within 120 calendar days. Liquidated damages are assessed at \$250 per day for each WORKING DAY that any work shall remain incomplete beyond the time specified.

SECTION 4.1.8 GUARANTEE

Contractor agrees to guarantee all of the work performed under this contract to be done in accordance with the Contract Documents in a workmanlike manner and to replace any work which may be deemed unacceptable by the Town Engineer up to ONE (1) Calendar year from the completion and acceptance of the work due to defective materials or workmanship.

SECTION 4.1.9 BINDING EFFECT OF AGREEMENT AND EXECUTION

All of the terms and conditions of this Contract shall be binding on the Contractor and the Town, and their respective heirs, legal and personal representatives, successors and assigns. Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.

In consideration of the payments and agreements mentioned, to be made and performed by the owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: SHAFER PARK PERMEABLE PATH PH 1 & 2 PROJECT hereinafter called the PROJECT, for the total sum amount of:

_____ and all work in connection therewith, under the terms as stated in the Contract Documents. The Contractor further agrees to complete all work and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions, stated in the Contract Documents as prepared by the Town of Boonsboro, all of which are made a part hereof and collectively constitute the Contract Agreement.

In witness whereof, each party to this Contract has caused it to be executed on the date indicated below.

DATE: _____ By: _____
Town Manager

DATE: _____ By: _____
Contractor

Witness