

239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

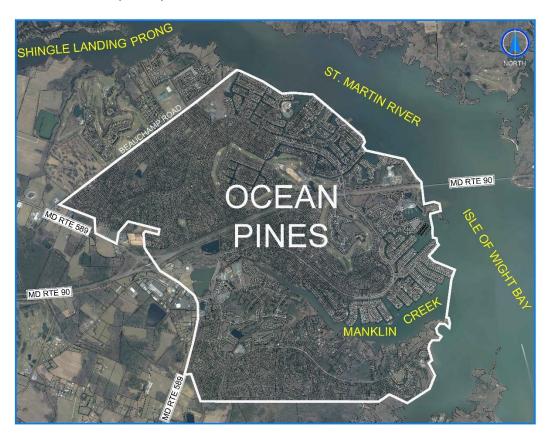
2024 ROAD REHABILITATION AND PAVING

(ITB #25-0001)

August 8, 2024

OCEAN PINES DEPARTMENT OF PUBLIC WORKS 1 FIREHOUSE LANE, OCEAN PINES, MARYLAND 21811

The Ocean Pines Association, Inc. ("OPA") is hereby requesting sealed bids from qualified contractors for the road rehabilitation and overlay paving of multiple roadways within the Ocean Pines Subdivision located in Worcester County, Maryland.



Prepared by:
Vista Design, Inc.
11634 Worcester Hwy
Showell, MD 21862
(410) 352-3874 / vista@vistadesigninc.com



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

Table of Contents

SECTION 1- NOTICE TO BIDDERS	
LOCATION MAP	4
TABLE 1 – PAVING AREA SUMMARY OF PROJECT SCOPE	5
TABLE 2 –SUMMARY OF PROJECT CONTINGENT / ALTERNATIVE BID ITEMS	6
SECTION 2-INSTRUCTION TO BIDDERS	
TABLE 3 – ITB SOLICITATION SCHEDULE	8
CONSTRUCTION SPECIFICATIONS	12
<u>APPENDICES</u>	
APPENDIX A - PROPOSAL FORM	15
APPENDIX B – SAMPLE OPA CONTRACT	
APPENDIX C – TECHNICAL SPECIFICATIONS	30
APPENDIX D – BONDING	54
D.1 PERFORMANCE BOND	55
D.2 PAYMENT BOND	57
APPENDIX E – CONSTRUCTION DETAILS	59



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

SECTION 1 – NOTICE TO BIDDERS:

The Ocean Pines Association, Inc. ("OPA") is hereby requesting sealed bids from qualified contractors for the road rehabilitation and overlay paving of multiple roadways (the "Project") within the Ocean Pines Subdivision located in Worcester County, Maryland. The Project includes the milling and rehabilitation of failed pavement areas and overlay paving of the roadways listed in this Invitation to Bid ("ITB"). The Project must be completed in a manner that does not interfere with access to residents in Ocean Pines, as further described herein.

For the purposes of this ITB solicitation, the term "OPA" shall refer to the Ocean Pines Association, Inc.; the term "Bidder" shall refer to the firm submitting a response to this solicitation; the term "Bid" shall refer to the response submitted by a Bidder in response to this solicitation; the term "Contract" shall refer to the agreement ultimately entered into between the OPA and winning Bidder; and the term "Contractor" shall refer to the Bidder selected to perform the Project after entering into Contract with OPA.

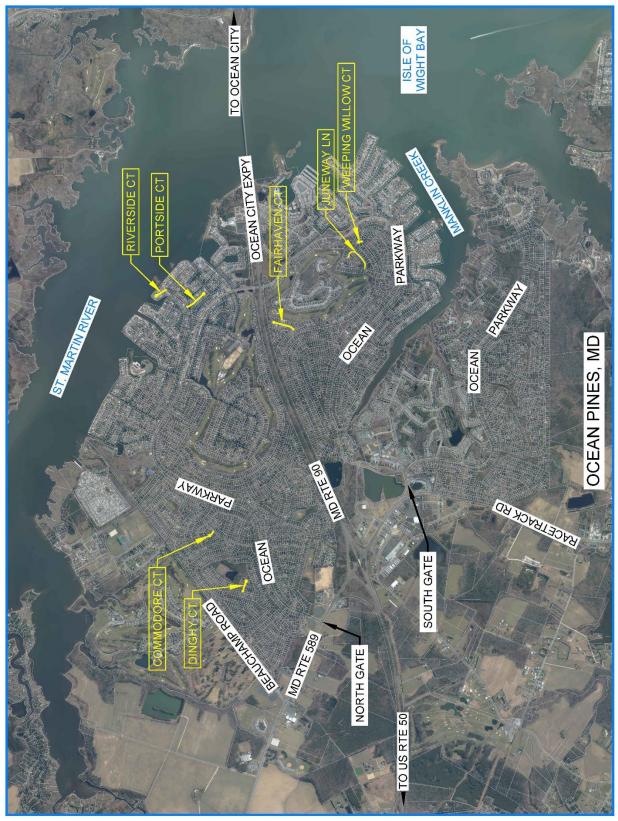
A non-mandatory "Pre-bid meeting" will be conducted for this project at 11:30 A.M. on Tuesday August 20, 2024, at the Offices of the Ocean Pines Association, Department of Public Works, located at 1 Firehouse Lane, Ocean Pines, Maryland 21811. Bids must be received in accordance with the terms of this ITB before 3:00 P.M. on Friday September 6, 2024, at the offices of the Ocean Pines Association, Department of Public Works, located at 1 Firehouse Lane, Ocean Pines, Maryland 21811. (Please refer to Solicitation Schedule, Table 3).

A. PROJECT SPECIFICS:

1. PROJECT LOCATION: This project is to be performed on the grounds and within the Rights-of-Ways of Sections 2, 3, 4, 9 & 13 of the Ocean Pines subdivision. The 7 roadways to be included in this project are: Commodore Court, Dinghy Court, Fairhaven Court, Juneway Lane, Portside Court, Riverside Court & Weeping Willow Court. The roadways are generally depicted on the following Location Map.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581



Location Map

Visit Us Online at www.oceanpines.org



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- <u>PROJECT BACKGROUND</u>: In preparation for this Project, visual observations of all roadways listed in this ITB were performed by Vista Design, Inc. on August 5th, 2024. Pavement Pre-Overlay Observations and subsequent anticipated roadway rehabilitation estimates have been quantified in Table 1 and the Proposal Form Table.
 - Bidders are strongly encouraged to review current site road conditions and dimensions, either before or after the non-mandatory pre-bid meeting or at another time prior to completing and submitting their Bid. The submittal of a Bid will be considered acknowledgement that the Bidder has thoroughly familiarized themselves with current site conditions and has agreed to be bound by all conditions and requirements of this ITB solicitation.
- 3. PROJECT SCOPE: This Project consists of the performance of roadway base repairs and the placement of 1.5" depth of hot mix asphalt overlay topcoat paving (with tack coat) of all the Ocean Pines roadways listed in Table 1. The base repair area estimates in Table 1 are based upon the August 5th, 2024 visual observations and are to be performed prior to placement of any overlayment. Should additional road repairs be necessary, they are to be performed in accordance with the contingent pricing provided on the bid form, and must be pre-approved in writing by Mr. Eddie Wells, OPA's Director of Department of Public Works.

Table 1 - Paving Area Summary of Project Scope						
Bid Item	Road Name (Description)	Approximate Length (ft.)	Approximate Width (ft.)	Approximate Roadway Area (Sq. Yds.) ¹	Anticipated Area of Base Repairs (Sq. Yds.) ²	
1	Commodore Court (OPA Section 2)	310	20	890	55	
2	Dinghy Court (OPA Section 3)	525	20	1,225	25	
3	Fairhaven Court (OPA Section 13)	815	18	1,710	15	
4	Juneway Lane (OPA Section 13)	1,100	18	2,450	35	
5	Portside Court (OPA Section 4)	840	20	2,000	35	
6	Riverside Court (OPA Section 4)	485	18	1,225	10	
7	Weeping Willow Court (OPA Section 9)	270	18	700	30	



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

Table 2 - Summary of Project Contingent Bid Items					
Bid Item	Contingent Item Description	Estimated Quantity			
CONT 1	Additional Base Pavement Repair – The Base Repair quantity estimates listed in Table 1 were based upon a visual inspection only. Following a field review of pre-ovelayment conditions between Contractor and OPA, should additional pavement areas be determined to require repair prior to overlayment, they shall be repaired under this Contingent Line Item. This Contingent bid item consists of all services required to remove existing failed asphalt materials and provide a full depth asphalt patch (19.0mm).	100 sq. yds.			
CONT 2	Sub-Base Repair – During performance of all pavement repairs by Contractor, OPA may have an inspector onsite to evaluate the sub-base material below any areas of base repair. Should the inspector determine that the pavement has failed due to a sub-base failure, the Contractor will be directed to remove up to 8" of existing aggregate base / subsoil, haul it away, and replace with up to 8" of CR-6 compacted in 4" lifts.	100 sq. yds.			
CONT 3	Asphalt Milling & Removal – If requested due to drainage or other existing conditions, contractor may be requested to mill the existing asphalt for up to a 1.5" depth thickness and remove from the site.	1,000 sq. yds.			
CONT 4	Additional Asphalt Overlay Paving – Should OPA desire to overlay additional roadways within OPA at the same time as this Project, contractor shall install a 1.5" depth thickness of hot mix asphalt surface (9.5mm).	100 tons			

Table 1 & 2 Notes:

- 1. Area of existing asphalt pavement of each roadway area was estimated from a desktop analysis of available aerial imagery. Bidders shall verify all quantities to their satisfaction prior to submitting their Bids.
- 2. Area of base repairs included in Table 1 are approximate and based upon visual observations of conditions on August 5th, 2024. Contractor's shall include the completion of the stated amounts of base repairs in Table 1 in their Bids. Any additional repairs determined to be necessary will be paid under Contingent Items # 1 or #2, as appropriate.

For the purposes of this solicitation, the Project Scope also includes the performance of the following items, which are considered incidental to the above Bid Items listed in Tables 1 and 2 and which shall not to be paid for separately:

- Contractor shall apply a tack coat, in accordance with SHA guidelines, to all roadways prior to placement of overlayment
- Contractor shall video record any current pavement markings on the affected roadways and share a copy of the recording with OPA prior to commencing services. All current marking shall be replicated (in kind) following completion of overlayment
- Contractor shall provide appropriate driveway transition areas to meet new overlay height with various driveway material types (Asphalt/Gravel/Shell/Decorative Stone, etc.)
- Contractor shall install edge/shoulder treatments with same day stabilization, if disturbed
 4" Topsoil, seed and straw mulch
- Contractor shall adjust all drainage structure, utility boxes, etc. as required to match new overlayment depth, as necessary
- Contractor shall repair any existing infrastructure features disturbed or damaged.
- Contractor is responsible for adequate Maintenance of Traffic controls to accommodate construction operations.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

4. **GENERAL CONDITIONS:**

- A. Ocean Pines Association reserves the right to add to, substitute or delete any of the above referenced roadways from the Contract at their sole discretion. These changes may be accomplished prior to, or after, execution of Contract. There shall be no adjustment to the unit prices bid.
- B. Any driveways, landscaped areas, plantings, etc. which are disturbed due to contractor's actions shall be restored to pre-disturbed conditions with similar materials.
- C. The successful bidder will be required to enter into a contract with the Ocean Pines Associations, Inc. to perform the work effort. A copy of a sample OPA contract may be found in Appendix B. Bidders shall fully familiarize themselves with the sample contract prior to bidding.

SECTION 2 – INSTRUCTIONS TO BIDDERS:

A. RESPONSIBILITIES:

1. THE OWNER:

- A. Is the Ocean Pines Association, Inc.
- B. May, during the bidding period, advise the bidders by addendum of additions, omissions or alterations in the specifications and drawings. All such changes shall be included in the work covered by the proposal and shall become a part of the specifications as if originally included therein.
- C. Reserves the right to reject the bid of any Bidder who fails to furnish promptly and properly all the required information when notified to do so.
- D. Reserves the right to verify the qualification of all bidders. Such qualification may serve as the basis for acceptance or rejection of bids.
- E. Reserves the right to reject any or all bids, or to accept any bid, in the sole interest of the owner.

2. THE BIDDER:

A. Shall carefully examine the documents, drawings, and specifications, as well as visit the site and fully inform themself as to all existing and controlling conditions and limitations including availability of materials and labor. The submission of a bid shall be a representation that he has inspected the site and has thoroughly familiarized themselves with all controlling conditions. Failure to conduct a site examination shall in no way relieve the successful bidder of his responsibility for the complete and satisfactory performance of all required work.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- B. Shall state the lump sum prices for which he will execute and complete the contract base bid items in accordance with the drawings, specifications, and requirements of this ITB.
- C. Shall state that he will complete the work of the contract in accordance with the Construction Schedule and/or completion date included as part of the Specifications.
- D. Shall certify that he will complete all work required of the Contract for the pricing indicated on their submitted Proposal Form.

B. **SOLICITATION / ITB SPECIFICS:**

<u>SOLITICATION SCHEDULE OF EVENTS:</u> Table 3 reflects the anticipated schedule for this ITB solicitation. Please note that this is subject to change. Bidders shall monitor the Ocean Pines Association Website (https://oceanpines.org/web/pages/rfps) accordingly for addendums.

Table 3 – ITB Solicitation Schedule					
Milestone	Date	Time (EST applies to All)			
ITB Published	Friday August 9, 2024	N/A			
Registration for Optional Pre-Bid Meeting	Thursday August 15, 2024.	Before 3:00 PM			
Optional Pre-Bid Meeting	Tuesday August 20, 2024	11:30 AM			
Last Day for Questions	Friday, August 23, 2024	5:00 PM			
Bids Due to OPA*	Friday, September 6, 2024	Before 3:00 PM			
Anticipated Notice of Contract Award	OPA Board Meeting September, 2024 Date TBD	N/A			

^{*}If OPA is closed for business on the due date and time scheduled, for whatever reason, sealed bids will be accepted on the next business day of OPA, at the originally scheduled time. Bidders shall monitor the Ocean Pines Website for schedule changes issued via addendum.

- PROJECT TIMELINE: It is anticipated that the Project Award date will be no later than Ocean Pines Regular Board of Directors Meeting in September, 2024, and the tentative Notice to Proceed date will be released by the end of September 2024. Project Start Date is anticipated to be early October 2024. All work, regardless of issuance date of Notice to Proceed, must be completed within 90 calendar days of issuance of the Notice to Proceed.
- 3. NON-MANDATORY PRE-BID MEETING AND SITE INVESTIGATION: A non-mandatory pre-bid meeting will be held in the offices of the Ocean Pines Association, Department of Public Works, located at 1 Firehouse Lane, Ocean Pines, MD 21811 at 11:30 A.M. on Tuesday, August 20, 2024. Bidders are asked to pre-register for this optional pre-bid meeting by forwarding an email of their intentions to attend to Mr. Eddie Wells, Director of Public Works at ewells@oceanpines.org before 3:00 PM on Thursday August 15, 2024.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- QUESTIONS / REQUESTS FOR INFORMATION / SOLE POINT OF CONTACT: Questions or Requests for Information (RFI's) regarding this ITB solicitation will be accepted until 5:00 PM on Friday, August 23, 2024. All questions or RFI's shall be submitted by email only to Mr. Eddie Wells, Director of Public Works at ewells@oceanpines.org. OPA will respond to all questions and RFI's received through the release of Addenda posted to the OPA website for this ITB solicitation.
- 5. ADDENDA AND SUPPLEMENTS: In the event that it becomes necessary to revise any part of this ITB solicitation, address any questions that may be received, or if additional information is necessary to enable Bidders to make an adequate interpretation of the provisions of this ITB solicitation, a supplement to this ITB solicitation will be issued. Bidders shall acknowledge in their bid, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by OPA. Oral statements made by OPA personnel (or anyone else) shall not bind OPA in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement. Any interpretation, correction, or changes to the solicitation will be made only by addendum duly issued and posted on the OPA website at:

https://oceanpines.org/web/pages/rfps

Any and all addenda issued prior to the bid due date/time shall become a part of the ITB solicitation documents and shall be covered in the Bidder's bid prices, unless an alternate bid schedule is presented by addendum. It is the responsibility of the Bidder to check the above site as frequently as necessary, and certainly prior to submitting a Bid, to obtain all updates and addenda for this ITB solicitation.

- 6. BID DUE DATE / OPENING: Bids are physically due no later than Friday September 6, 2024, 3:00 p.m. EST, or by any due date extension made by addendum. Bids received after the specified date and time will be returned to the bidder unopened. Emailed or faxed bids will not be accepted. Bidder is solely responsible for on-time delivery. A public bid opening will not be conducted.
- 7. BID BOND: A Bid Bond is not required.
- 8. SUBMISSION REQUIREMENTS: All bids shall be addressed and delivered to the Ocean Pines Department of Public Works, Attention: Eddie Wells, Director of Public Works, 1 Firehouse Lane, Ocean Pines, Maryland 21811 prior to the due date/time stated above. Bids must be submitted on the provided Bid Form only and enclosed in a sealed envelope labeled with the bidder's name, address and email address of the primary contact person, in addition to bearing a label marked, "Bid Enclosed OCEAN PINES DEPARTMENT OF PUBLIC WORKS 2024 ROAD REHABILITATION AND PAVING PROJECT." Two (2) copies of the Bid Form shall be submitted, each bearing the original signature of an individual legally authorized to bind the bidder to a contract. All spaces on the Bid Form shall be completed.

Visit Us Online at www.oceanpines.org



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- **9. BID PACKAGE CONTENTS:** A complete Bid package shall include the following:
 - a. <u>Transmittal Letter:</u> All Bids shall be accompanied by a cover letter from the Bidder, on Company letterhead, indicating their intention to respond to this ITB solicitation No. 24-0001. The letter shall be signed by a Company representative authorized to legally bind the Company.
 - b. <u>Bid Form</u> Bids shall be submitted on the provided Bid Form. All blank spaces of the form shall be fully completed in legible ink or typewritten. All pricing shall be rounded to the nearest whole cent (e.g. \$.01). There shall be no hidden costs. A Bidder may only submit one (1) Bid Form in response to this ITB solicitation. A Bidder shall provide Total Pricing for Bid Items and unit pricing for Contingent Bid Items. The Bid Form must be signed by an officer authorized to make a binding legal commitment for the Bidder.
 - c. <u>Addenda Acknowledgement:</u> All Bidders shall acknowledge receipt and thorough review of all Addenda issued for this ITB solicitation on the Bid Form.
- 10. REJECTION OF QUOTES/BIDS/PROPOSALS: Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of a Bidder and the rejection of its Bid:
 - a. Evidence of collusion among Bidders.
 - b. Default on a previous similar contract for failure to perform.
 - c. Exceptions or exclusions to the requirements of the solicitation.
 - d. Failure to be in "Good Standing" with the State of Maryland.
 - e. Previous substandard performance on an OPA contract.
 - f. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
 - g. Failure to furnish information requested by OPA.

The OPA reserves the right to reject any/all bids, to waive irregularities and/or informalities in any bid, and to make award in any manner, consistent with law, deemed to be in the best interest of the OPA.

- 11. CONTRACT AWARD: The successful bidder will be notified of the award of the contract in writing. If the successful bidder fails to execute the required contract (sample copy of which is herewith enclosed), within fourteen (14) days after the date of official notices of the award of Contract, OPA reserves the right to nullify the contract award and proceed to award the contract to another firm.
- **12. GOVERNING LAW**: This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- 13. ARITHMETICAL ERRORS: Any errors in computations may be corrected during OPA's review of the bids. OPA shall not be responsible for Bidder computation errors contained on the Proposal Form. All values contained on the Proposal Form remain the responsibility of the Bidder. Where the unit price and the extension price are at variance, the unit price will prevail. In the event a unit price is not provided, the unit price shall be considered the extended price divided by the quantity.
- **14. PROPOSAL GUARANTEE:** All submitted proposals shall be valid for a period of 90 days following the Bid Due Date.
- **15. SUBCONTRACTORS:** The Contractor shall not sublet any portion of this contract, nor assign or transfer any interest in this contract without receiving prior written approval from OPA. Furthermore, Contractor may not impose retainage rates upon sub-contractors that are higher than those rates imposed upon the Contractor by OPA.
- 16. INDEMNIFICATION CLAUSE: The Contractor shall protect, defend and indemnify OPA, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of OPA, its officers, agents, and employees.
- **17. EQUIPMENT REQUIRED:** Each bidder is required to have the proper equipment for the performance of this work, including, but not limited to, a backhoe, trucks for material transportation, pavement millers, paving equipment meeting the Maryland SHA Standard Specifications and all other miscellaneous equipment and tools required.
- **18. PERFORMANCE AND PAYMENT BONDS:** The selected Contractor will be required to furnish Performance and Payment Bonds prior to contract execution, in a format in general conformance with those included in Appendix D of this ITB.
- **19. PAYMENT OF TAXES:** The firm awarded the Contract resulting from this ITB solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit and performance of this contract.
- **20. INSURANCE:** Prior to commencing work, the selected Contractor will be required to procure and furnish evidence of liability insurance in the types and amounts set forth in the Contract.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

21. DOCUMENTS: The ITB and Bid Form can be downloaded from the below link:

https://oceanpines.org/web/pages/rfps

22. CONSTRUCTION SPECIFICATIONS: All work shall be in accordance with the Technical Requirements of the Maryland Department of Transportation, State Highway Administration "Standard Specifications for Construction and Materials" dated July 2022; revisions thereof, or additions thereto and the Special Provisions included in the technical specifications of this ITB document.

Contract Administration shall be in accordance with Part I, Terms and Conditions, of the Standard Specifications and the requirements of the Maryland Department of Transportation, State Highway Administration "Standard Specifications for Construction and Materials" "General Provisions for Construction Contracts" dated July 2022; revisions thereof, or additions thereto, and the Provisions included in this document.

All references to the State of Maryland, Department of Transportation, State Highway Administration; etc. shall be construed to refer to Ocean Pines Association, Inc (OPA). All references to the Chief Engineer, the District Engineer or the Procurement Officer shall be construed to refer to the OPA Director of Public Works, or his designated representative.

OPA and/or Engineer will inspect and/or observe the work as it progresses. OPA shall be kept apprised of the Contractor's schedule at all times. OPA reserves the right to contract a third-party inspector to monitor Contractor's efforts. Copies of weigh tickets for all materials delivered to the project shall be submitted on a daily basis to the OPA Director of Public Works, or another previously designated representative.

All work on the Project shall minimally conform to the following SHA and Ocean Pines Specifications categories and sections:

- SHA Category 100 Preliminary Site Mobilization/Demobilization, Sampling, Testing and Safety Equipment
- SHA Category 200 Grading Removal of Pavement, Subgrade Preparation, Material Testing and Geosynthetics for Stabilized Subgrade
- SHA Category 500 Paving Aggregate Base Courses, Asphalt Pavement, Asphalt Patches, Milling Asphalt Pavement, Reinforced Portland Cement Concrete Pavement, Pavement Marking Paint
- Ocean Pines Road Paving Details Typical Section, Base Repair, Pavement Tie-In, Utility Adjustment, Pavement Repair for Utility Crossings
- SHA Categories 600 Shoulders & 700 Landscaping Earth Shoulders, Topsoil and Turfgrass Establishment
- SHA Category 900 Materials Aggregates, Performance Graded Asphalt Binders and Asphalt Mixes, Portland Cement Concrete and Reinforcing Steel

Visit Us Online at www.oceanpines.org



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- **23. WORK SCHEDULE:** All services shall be completed in accordance with the terms of this ITB. Prior to commencing services, the Contractor shall provide OPA with a schedule for all services. Any modifications to this schedule shall immediately be brought to the attention of the OPA Director of Public Works.
- **24. RIGHT-OF-WAY:** All work shall be completed within the existing right-of-way. No additional right-of-way is required for this project. Temporary storage of equipment within existing right-of-way will be allowed at certain locations as approved by OPA. Equipment must be separated from and protected from traffic. OPA assumes no responsibility for the Contractor's equipment. The Contractor shall be responsible for repair of any damages to private property caused by their operations.
- **25. UTILITIES:** The Contractor's attention is called to the requirements of Sections GP-5.05, GP-7.13 and GP-7.17 of the MD DOT Standard Specifications.

The Contractor is also cautioned of the possible presence of water, sewer, and/or gas mains; electrical wires, conduit, and/or communications cables (both overhead and underground); poles; and house connections in the street or highway in which the construction project is to be performed. The Contractor shall exercise special care and extreme caution to protect and avoid damage to all utility company facilities. The Contractor shall take into consideration the adjustments and installations by public utilities in areas within the limits of this Contract. Contractor shall visit all sites prior to bidding to ensure they are well versed in all possible utility conflicts.

The contractor shall locate all existing utilities prior to starting work and be responsible for their safety. Should an existing utility be damaged or destroyed due to the operations of the Contractor, the damaged or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory operating condition. These repairs or replacements shall be at no additional expense to OPA or the owner of the utility.

Existing utilities requiring relocation or adjustment shall be located or adjusted by the agency responsible for their maintenance or adjusted by the agency responsible unless otherwise indicated in the Contract Documents. The Contractor shall inform the respective utility companies at least five days prior to working in any area. In addition, the Contractor shall give sufficient notice to the specific utilities of the Contractor's overall plan for construction. The utility companies will establish the lead-time necessary to meet the applicable utility work schedule and coordinate with the Contractor based upon the Contractor's stated overall plan.

All notifications to the utility companies in Ocean Pines & MISS UTILITY (1-800-257-7777) shall be given at least 72 hours (three full working days) in advance of working in the area of the specific affected utility. The notification to MISS UTILITY is required whenever any excavating or similar work is to be performed.

Visit Us Online at www.oceanpines.org





239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

The Contractor is responsible for making all necessary adjustments to utility frames and covers. The cost of these adjustments shall be incidental to the price bid for hot mix asphalt. All adjustments shall be done according to the pertinent utility owner's specifications.

The Contractor will contact pertinent utility owners prior to adjustment of any facility. The contractor will request the utility to accept adjustment upon completion of and arrange for field meeting between Utility Company, Contractor and OPA.

If an adjustment is required to facilities, it is necessary that the existing facilities remain in service until the new construction is complete and placed in service. Also, when adjustments are required, establishment of lead times is necessary to meet the applicable utility schedule and coordination with the Contractor's work operation.

- **26. UTILITIES MEASUREMENT & PAYMENT:** Working around or protecting utilities, removal of temporary materials from the adjusted utilities prior to placement of the proposed Hot Mix Asphalt and cooperation with the owners of the utilities and with other contractors will not be measured for payment and the cost will be incidental to the items specified in the Contract Documents.
- **27. PERMITS & APPROVALS:** No environmental permits are anticipated to be required for this project.
- **28. INSPECTION AND TESTING:** In accordance with Section 5.04 of the Standard Specifications, the Contractor will secure samples and provide testing of Hot Mix Asphalt Pavement to OPA upon request.
- **29. CHANGES TO SPECIFICATIONS:** Paragraph 504.04.01, "Price Adjustment for Asphalt Binder" shall not apply to this contract.
- 30. EDGE OF PAVEMENT: Following completion of the pavement overlay, graded aggregate shall be placed at the edge of pavement to provide a gradual transition from the new edge of pavement to existing adjacent grade. The graded aggregate shall be compacted according to the requirements of Section 505 of the MD DOT Standard Specifications. Treatment of the edges of pavement with graded aggregate will not be measured and the cost will be incidental to the Contract



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

APPENDIX A

PROPOSAL FORM



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

PROPOSAL FORM

2024 ROAD REHABILITATION AND PAVING

OCEAN PINES ASSOCIATION, INC. OCEAN PINES, MARYLAND

Proposal By:	
NAME / COMPANY:	
ADDRESS:	
PHONE NO.:	
EMAIL:	
Bidder hereby agrees to furnish and deliver all materials a conformance with the Invitation to Bid (ITB) for the 2024 August 8, 2024, including all Appendices and addendum.	•
Proposals shall be submitted in accordance with the cond September 6, 2024 to the following address:	itions of the ITB before 3:00 P.M. on
Ocean Pines Association Department of Public Works, Attention: Eddie Wells, Director of Public Works 1 Firehouse Lane Ocean Pines, Maryland 21811	
In response to the 2024 Road Rehabilitation and Paving I persons interested in submitting this bid proposal as prin completed an thorough examination of the Invitation to I the MD SHA Specifications, and any Special Provisions confurnish all necessary materials, machinery, equipment, to complete this project.	cipals in the above firm, and that we have Bid, the work sites, the Specified Sections of intained therein. I/we hereby propose to
	Initials



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

EXTRA WORK, CONTRACT TIME, BONDING, LIQUIDATED DAMAGES, AND PROPOSAL GUARANTY

EXTRA WORK. If requested or required, we further propose to do all "Extra Work" which may be required to complete the work contemplated at either the Contingent pricing indicated on the Bid Form, or for unit prices or lump sum prices to be agreed upon in writing prior to starting such extra work. For unforeseen services, if such prices or sums cannot be agreed upon, we propose to perform such work on a Force Account basis as specified in TC-7.03.

CONTRACT TIME. Bidder agrees to commence work as specified in the anticipated "Notice to Proceed" and to complete all work covered by the ITB / Contract within, or before, 90 calendar days.

Any delay in awarding or the execution of the Contract will not be considered as a basis for any monetary claim; however, an extension of time may be considered by the Association, if warranted.

BONDING. The successful bidder shall furnish Payment and Performance Bonds in the amount of 100% of the Contract Award amount as security for the construction and completion of the Contract in conformance with the terms, Plans, Standard Specifications, General Provisions and Special Provisions of this ITB.

LIQUIDATED DAMAGES. The contractor is hereby advised that liquidated damages in the amount of <u>Five Hundred Dollars (\$500) per calendar day</u> will be assessed for unauthorized extensions beyond the contracted time of completion.

PROPOSAL GUARANTY. A Bid Bond is not required for this ITB. All submitted proposals shall be valid for a period of 90 days following the Bid Due Date

	Initials



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

AFFIDAVITS

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT <u>SHALL BE SIGNED</u> IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE ITB TERMS AND SPECIFICATIONS, AS WELL AS THESE AFFIDAVITS.

This bid form shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary.

AFFIDAVIT I:

The bidder, his Agent, servants and/or employees, have not in any way colluded with anyone for or on behalf of the bidder or themselves, to obtain information that would give the bidder an unfair advantage over others, nor have they colluded with anyone on behalf of the bidder, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II:

No officer or employee of Ocean Pines Association, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Association, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the Association received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Association in connection with this contract, job, work, or service for the Association, excepting, however, the receipt of dividends on corporate stock.

AFFIDAVIT III:

Neither I, nor the bidder, nor any officer, director, or partners, or any of its employees who may be directly involved in obtaining contracts with Ocean Pines Association have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1997.

	_ Initials



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

SIGNATURE PAGE:

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information, and belief. If signing on behalf of a partnership or corporation, I certify that I am authorized to do so, and it is my intent to bind the partnership or corporation to this bid. (Note: Bidder to initial or sign all six (6) Proposal Sheets where indicated, and return all six sheets with their bid)

NAME / COMPANY NAME:
ADDRESS:
·
FED ID # OR SSN:
AUTHORIZED SIGNATURE:
WRITTEN NAME OF PERSON SIGNING:
DATE:
SIGNATURE OF WITNESS (IF CORPORATION):
WRITTEN NAME OF WITNESS:



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

	ROAD NAME	ROAD NAME PAVEMENT REPAIRS			TACK & TOP OVE			
ITEM # (A)	& OVERLAY THICKNESS (B)	APPROX. SY OF FULL DEPTH REPAIRS NEEDED (C)	UNIT PRICE OF FULL DEPTH REPAIRS (\$/ SY) (D)	TOTAL REPAIR BID (E=C x D)	APPROX. TONNAGE REQUIRED (F)	UNIT PRICE PER TON (\$/TON) (G)	TOTAL PAVEMENT BID (H=F x G)	TOTAL BID AMOUNT PER ROAD (I=E + H)
1	COMMODORE COURT (1.5")	55	\$/SY	\$	80	\$/TON	\$	\$
2	DINGHY COURT (1.5")	25	\$/SY	\$	110	\$/TON	\$	\$
3	FAIRHAVEN COURT (1.5")	15	\$/SY	\$	150	\$/TON	\$	\$
4	JUNEWAY LANE (1.5")	35	\$/SY	\$	210	\$/TON	\$	\$
5	PORTSIDE COURT (1.5")	35	\$/SY	\$	170	\$/TON	\$	\$
6	RIVERSIDE COURT (1.5")	10	\$/SY	\$	110	\$/TON	\$	\$
7	WEEPING WILLOW COURT (1.5")	30	\$/SY	\$	60	\$/TON	\$	\$

Initials



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

CONT. #	CONTINGENT ITEM BID QUANTITY	DESCRIPTION OF BID ITEM	TOTAL BID AMOUNT
CON 1	100 SY OF ADDITIONAL EXISTING PAVEMENT REPAIR	HOT MIX ASPHALT BASE (19.0mm) PATCH	\$/ 100 SY
CON 2	100 SY OF SUB-BASE REPAIR	AREA WITH UNSUITABLE SUBGRADE MATERIAL TO BE EXCAVATED & REPLACED WITH SELECT FILL	\$/ 100 SY
CON 3	1,000 SY OF 1.5" ASPHALT MILLING	SY OF 1.5" THICK EXISTING ASPHALT MILLED & REMOVED	\$/ 1,000 SY
CON 4	100 TONS OF ADDITIONAL OVERLAYMENT PAVING	HOT MIX ASPHALT SURFACE (9.5mm) – 1.5" OVERLAY	\$/ 100 TONS

Quantities listed are approximate based upon engineer's estimate. It is the Bidder's sole responsibility to verify and ensure all values contained on the Proposal Form are correct. Where the unit price and the extension price are at variance, the unit price will prevail.

Initials



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

APPENDIX B

OPA SAMPLE CONTRACT

betwee which	This Agreen Ocean Pirepresents t	ement is nes Ass that it is	s entered into sociation, Inc., licensed and	this of_ ("Association authorized to	n") and do business	, 2024	l, by and ("Cone of Maryl	ntractor"), and.
1)			WORK.					set forth in
Exhibit with E	t A ("Work xhibit A, w nflict betwe	"), which inc	ch is incorpora cludes all labor ibit A and the	ted as part of , material an	f this Agreend d equipmen	ment. The V t for a turn-	Vork will l key projec	be in accord t. If there is
2) days a			ENT DATE. ' Work have be		ncement Dat	te of the Wo	ork is five ((5) business
any, fo	or performa	nce of 1	ractor is responding Work. The mance of the	Association			•	
4) Comp			COMPLET ork by		E. Contrac	ctor shall	achieve	Substantial
5) Work	CONTRA		RICE. The con-	ntract price	for the Con	tractor's fu	ll perform	ance of the

- 6) SUBSTANTIAL COMPLETION. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use. When the Association or its engineer/architect determines that the Work or designated portion thereof is substantially complete, the Association or its engineer/architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. In the event that Contractor does not achieve Substantial Completion by the Substantial Completion Date, the Association shall be entitled to liquidated damaged from the Contractor in the amount of \$250 per day for every day until the Contractor achieves Substantial Completion for the first 30 days, for each day thereafter the amount of liquidated damages shall be increased to \$500 per day until Contractor achieved Substantial Completion. Liquidated damages will be deduced from the Final Payment and any retainage and Contractor will be responsible for payment of any remaining amount of liquidated damage.
- PAYMENT SCHEDULE. Payments will be made based on weekly progress payments based upon payment application by Contractor. Within five (5) days of the Association's receipt of the application of payment, Association shall verify if the work identified in the application for payment was performed, and shall notify Contractor if the work was not performed consistent with the Agreement. If the Association notifies Contractor that the work has not been performed, Contractor shall complete the necessary work and then may resubmit the application for payment. When the Association determines that the work in the application for payment was performed, it shall issue payment, less ten percent (10%) retainage, within fifteen (15) days of the application of payment. Issuing payment in accordance with the application for payment shall not constitute approval or acceptance of any item of cost in the application for payment, shall not relieve Contractor of any of its obligations under the Agreement, and shall not

constitute a waiver of any claim or right the Association may have under the Agreement. All remaining amounts due, including retainage or any other sums due to the Association under the Agreement shall be paid to Contractor upon final completion of the Work and upon the presentment to the Association of executed lien waivers by all subcontractors and suppliers contracting directly with Contractor. Issuing payment in accordance with the application for payment shall not constitute approval or acceptance of any item of cost in the application for payment, shall not relieve Contractor of any of its obligations under the Agreement, and shall not constitute a waiver of any claim or right the Association may have under the Agreement. All remaining amounts due, including retainage or any other sums due to the Association under the Agreement shall be paid to Contractor upon final completion of the Work and upon the presentment to the Association of executed lien waivers by all subcontractors and suppliers contracting directly with Contractor.

- 8) FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Association or its engineer/architect will promptly make such inspection and, when the Association finds the Work acceptable under the Agreement and the Contract fully performed, the Association will promptly issue a final Certificate for Payment stating that to the best of the Association's, information and belief, the Work has been completed in accordance with terms and conditions of the Agreement and that the entire balance found to be due, the Contractor, less deductions owed to the Association, is due and payable. Final payment shall not become due until the Contractor has delivered to the Association a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Association to indemnify the Association against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Association all money that the Association may be compelled to pay in discharging such lien, including costs and reasonable attorney's fees.
- 9) **INSURANCE.** Contractor shall secure adequate insurance as provided below.

INSURANCE MINIMUMS TO BE MAINTAINED BY CONTRACTOR:

- GENERAL LIABILITY Bodily injury and property damage combined \$1,000,000. Each occurrence \$1,000,000. Aggregate \$1,000,000. Personal injury aggregate \$2,000,000.
- UMBRELLA/EXCESS LIABILITY: The Contractor will maintain umbrella/excess liability insurance with the minimum coverage limit of \$5,000,000.00
- AUTOMOBILE LIABILITY Bodily injury and property damage combined \$500,000. Each occurrence \$500,000. Aggregate \$500,000. Personal injury aggregate \$500,000.
- WORKMAN'S COMPENSATION Limits required by law.
- UNEMPLOYMENT COMPENSATION Limits required by law.

The Association shall be named as an additional insured under all of the liability

insurance policies Contractor is required to maintain under this Agreement. The Contractor shall maintain the required insurance policies for three years from the date of final completion of the Work. Prior to performing any work under the Agreement, Contractor shall furnish the Association with a certificate of insurance evidencing the required coverage.

In the event of cancellation of insurance, Contractor must obtain new coverage at or above the same limits, so that there is no lapse in coverage. Time is of the essence in the case of obtaining new insurance. Contractor agrees not to pass along the cost of this new insurance to the Association.

Contractor waives all rights against the Association other for any and all damages to persons or property to the extent covered by insurance obtained pursuant to this Paragraph 9. The Contractor shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies contained in this paragraph 9 shall provide such a waiver of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- 10) **INTEREST.** Any payment not paid when due shall be assessed interest in the amount of six percent (6%) per annum.
- 11) **RISK OF LOSS.** Until the materials are installed and accepted by the Association, the risk of loss shall remain with the Contractor.
- 12) **PERFORMANCE TIME**. Regular work hours will be 7:00 a.m. to 7:00 p.m., Monday through Friday. Work to be performed outside of these hours or on weekends must be approved by the Association at least three (3) days prior to the desired date of the work. Should Contractor elect to perform the work after regular working hours or on weekends, the additional cost of such work shall be borne by the Contractor.
- 13) RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Agreement, or fails to perform a provision of this Agreement, the Association, after 10 days' written notice to the Contractor and without prejudice to any remedy the Association may have, may make good such deficiencies and may deduct the reasonable cost thereof, including the Association expenses and compensation for engineer's/architect services made necessary thereby, from the payment then or thereafter due the Contractor
- 14) **PERSONNEL.** Contractor shall employ qualified personnel to perform the Work. Contractor agrees to exercise due diligence in not placing any employees, laborers, or subcontractors to perform the Work who may have a history of criminal convictions or deferred-adjudication, or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history might include, but is not limited to, such crimes as rape, robbery, theft, assault, molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping.

Contractor shall provide qualified, full-time, on-site supervision during all times that any work is performed. Designated supervisor(s) shall carry mobile phones so that they are always accessible to telephone calls from the Association.

All of Contractor's personnel will be in a uniform displaying the company ID or logo, will present a neat appearance and will conduct work in a professional manner with minimum disturbance to Work residents and the Association's personnel. If any of Contractor's personnel are not satisfactory to the Association, Contractor shall replace same with satisfactory personnel. All job site personnel shall be United States citizens, or aliens properly documented and permitted to work in accordance with immigration and naturalization service regulations.

- 15) **EQUIPMENT**. Any equipment, supplies and materials used by Contractor in providing the work under the Agreement shall be purchased, owned and maintained in serviceable condition by Contractor, at Contractor's expense, without contribution by the Association.
- 16) WARRANTY. In addition to any other warranty provided for in the Agreement, the Contractor expressly warrants that all of the Work, and its work, workmanship and all materials and installed equipment, will be new and conform to the terms of this Agreement and shall be free from defects, errors or omissions. The Contractor further warrants that its work shall be performed in a non-negligent manner. All warranties provided by the Contractor under this paragraph 16 shall be for a period of two (2) years from the date of Final Completion. However, without limiting any rights that the Association has or may have against the Contractor under the Agreement or at law, if the Agreement is terminated prior to completion of the Final Completion of the Work, the warranties set forth in this paragraph shall run for a period of two (2) years from the date of termination of the Agreement. Contractor shall transfer all manufacturer warranties and guarantees to the Association. Documentation of such warranties and guarantees shall be delivered to the Association no later than the completion of the Work.
- 17) **TERMINATION.** The Association can terminate the Agreement without cause upon seven (7) days' notice to Contractor and with cause upon one (1) days' notice to Contractor. Upon termination, Contractor shall be entitled to be paid the full cost of all work properly done by Contractor to the date of termination and not previously paid for. If, at the date of such termination, Contractor has properly prepared or fabricated off-site any goods for the subsequent incorporation in the work, and if Contractor delivers such goods to the Association's property or to such other place as the Association shall reasonably direct, then Contractor shall be paid for such goods or materials.
- 18) INDEPENDENT CONTRACTOR RELATIONSHIP. The parties expressly agree that Contractor shall be an independent contractor and not an employee of the Association. All employees, sub-contractors, workmen and laborers of Contractor performing any of the work under the terms of the Agreement shall be employees of Contractor and shall in no way be considered employees of the Association. Contractor is required to furnish all equipment which is necessary to perform its work and warrants that all equipment will be of such type as to cause no hazard or danger reasonably foreseeable.
- 19) **STANDARD OF PERFORMANCE.** All work shall be performed in accordance with all applicable laws, codes, ordinances, and regulations of all local, state, and federal government agencies, and consistent with manufacturer's specifications. It will be the Contractor's

responsibility to obtain, at its cost, all necessary certificates, permits and licenses required by such agencies.

If, in the Association's opinion, Contractor's performance is unsatisfactory, either in terms of materials or labor, the Association reserves the right to withhold all or partial payment, after notification to Contractor of the deficiencies, allowing Contractor ten (10) days to correct same.

All products used must be newly manufactured and of top quality. The Contractor's work is to be performed in accordance with the best possible industry practices. Only the very best workmanship and practices shall be utilized.

All materials and methods of installation will be in accordance with industry standards and recommended practices. Where the manufacturers' specifications provide for recommended practices, they will be followed.

Site safety is the sole and absolute responsibility of Contractor. This responsibility extends to and includes the removal and disposal of materials.

Contractor shall exercise extraordinary care to:

- a. Secure its equipment so as to prevent any unauthorized access to the building or work/storage areas;
- b. Keep the grounds, premises, and building interior work areas clean and tidy;
- c. Minimize inconvenience for the public and residents;
- d. Prevent damage to newly completed work, and any part of the building or furnishings.

Upon completion of the Work, Contractor shall remove all equipment, trash, debris and other material from the worksite.

20) CORRECTION OF WORK

The Contractor shall promptly correct work rejected by Association or its engineer/architect, if any, or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections and compensation for engineer/architect service and expenses made necessary thereby, shall be at the Contractor expense.

In addition to the Contractor obligations under Paragraph 16, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Paragraph 16, or by terms of an applicable special warranty required by the Agreement, any of the Work is found to be not in accordance with the requirements of the Agreement, the Contractor shall correct it promptly after receipt of written notice from the Association to do so unless the Association has previously given the Contractor a written acceptance of such condition. The Association shall give such notice promptly after discovery of the condition. During the ten-year period for correction of Work, if the Association fails to notify the Contractor and give the Contractor an opportunity to make the

correction, the Association waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work

21) WAIVER AND BREACH.

- (a) A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach.
- (b) In the event either party to the Agreement is required to file a legal action due to the breach hereof or to enforce or interpret the Agreement, the costs of said action, including, but not limited to, reasonable attorneys' fees actually incurred, shall be paid to the prevailing party.
- 22) **INDEMNIFICATION.** Contractor hereby agrees to defend, indemnify, protect, save and hold harmless the Association from and against any and all claims, demands, liability, loss, damage, fines, penalties, attorneys' fees and litigation expenses arising out of Contractor's, its employee's, agent's, and Contractor's acts, or its errors or omissions arising from its performance of the Work and this Agreement.
- 23) MARYLAND LAW, VENUE. The Agreement shall be interpreted and enforced in accordance with the laws of the State of Maryland. Both parties hereto do hereby expressly agree that if legal action is required to interpret or enforce the Agreement, said action shall be filed in the appropriate court in Worchester County, Maryland. Both parties waive their right to a jury trial.
- 24) PLAN AND WORK REVIEW. Contractor guarantees that it is fully experienced in all aspects of the work involved with the Work, has personally inspected all areas where work is to be performed, and has personally reviewed the work specifications as required to properly perform the terms of the Agreement, and the contract price accurately reflects the cost to perform the Work. The cost of building and other required construction permits have been included in the total contract price.
- 25) **RESTORATION OF PROPERTY**. Contractor shall be responsible for the cost to repair any damage it causes to the property of the Association, its members r residents during the performance of the Work. The Association may proceed to repair the damage and deduct the amounts of such repair for which Contractor is responsible from any payments due to Contractor under the Agreement, and pursue the appropriate legal action against Contractor to collect any remaining unpaid amounts of such repair or restoration.
- 26) **ASSIGNABILITY OF AGREEMENT**. The Association and Contractor each binds itself, its successors, assigns and legal representatives to such other party with respect to all covenants, agreements and obligations contained in the Agreement. Neither party shall assign the Agreement without the prior written consent of the other party.
- 27) **EFFECTIVE DATE.** The Agreement shall be effective upon the execution of the Addendum by both parties.

IN WITNESS WHEREOF, the parties hereto have signed the Addendum by their duly authorized representative or agent, who has the express authority to bind the respective party.

ASSOCIATION	CONTRACTOR
BY:	BY:
Title:	Title:
Print Name:	Print Name:
Date:	Date:



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

APPENDIX C

TECHNICAL SPECIFICATIONS



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

TECHNICAL SPECIFICATIONS

<u>CONSTRUCTION SPECIFICATIONS</u>: All work on this project shall be in accordance with the Technical Requirements of the Maryland Department of Transportation, State Highway Administration "Standard Specifications for Construction and Materials" dated July 2022; revisions thereof, or specified additions thereto and the Special Provisions included per the Ocean Pines Association, Inc., and revisions thereof in this Invitation to Bid.

Contract Administration shall be in accordance with Terms and Conditions, of the Standard Specifications and the requirements of the Maryland Department of Transportation, State Highway Administration "General Provisions for Construction Contracts" dated July 2022; revisions thereof, or additions thereto, and the Provisions included in this Invitation for Bids.

All references to the State of Maryland, Department of Transportation, State Highway Administration; etc. shall be construed to refer to Ocean Pines Association, Inc. (OPA). All references to the Chief Engineer, the District Engineer or the Procurement Officer shall be construed to refer to the General Manager of the Ocean Pines Association, Inc., or a designated representative.

Ocean Pines Association Department of Public Works and/or Engineer will inspect the work as it progresses. OPA may hire a full-time inspector for the project. The inspector shall be kept informed of the Contractor's schedule at all times. Should the Contractor not appear for work on a day on which it has been scheduled, without prior notification to the General Manager of the Ocean Pines Association, Inc., or a designated representative, the Contractor shall be responsible for the cost of the inspector for that day. Copies of all weigh tickets shall be submitted on a daily basis or as specified upon contract issuance to OPA or the designated representative by the Contractor.

Contractor shall refer to the following SHA categories/sections, Worcester County and Ocean Pines Association Construction Standards for specific contract requirements:

- SHA Category 100 Preliminary Site Mobilization/Demobilization, Sampling, Testing and Safety Equipment
- SHA Category 200 Grading Removal of Pavement, Subgrade Preparation, Material Testing and Geosynthetics for Stabilized Subgrade
- SHA Category 500 Paving Aggregate Base Courses, Asphalt Pavement, Asphalt Patches, Milling Asphalt Pavement, Reinforced Portland Cement Concrete Pavement, Pavement Marking Paint
- SHA Categories 600 Shoulders & 700 Landscaping Earth Shoulders, Topsoil and Turfgrass Establishment
- SHA Category 900 Materials Aggregates, Performance Graded Asphalt Binders and Asphalt Mixes, Portland Cement Concrete and Reinforcing Steel

239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

SECTION 1

GENERAL REQUIREMENTS

1-1 LOCATION

A. The work to be done hereunder is located in Ocean Pines, Berlin, Maryland as shown in the Contract Documents.

1-2 SCOPE

- A. The work to be done hereunder includes the furnishing of all labor, materials, transportation, tools, supplies, plant, equipment, disposal of excess and appurtenances, necessary for the complete, and in-place, satisfactory construction and testing of all work shown on the Contract Drawings and required by the Contract Documents.
- B. It is the intent of the Contract Documents to describe a complete project and any work that may reasonably be inferred as being required to produce a finished job for the intended purposes, shall be supplied whether or not such incidental or related work is specifically called for in the Contract Documents.
- C. The work shall include all clearing and grubbing, filling, grading, top-soiling and seeding of the area shown in and required by the Contract Documents.
- D. Roadways, driveways, ditches and other existing features disturbed by construction are to be restored as shown in and required by the Contract Documents.

1-3 BOUNDARIES OF WORK

A. The Owner shall provide land for the work specified in these Contract Documents and shall provide suitable provisions for ingress and egress, and the Contractor shall not enter on or occupy with men, tools, equipment or material any ground outside the property of the Owner without the written consent of the Owner of such ground. Other contractors and employees or agents of the Owner may for all necessary purposes, enter upon the work and premises used by the Contractor and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

1-4 PROJECT SITE

A. The project site is located at seven (7) locations as listed in the Notice to Bidders within the Ocean Pines community, near Berlin, in Worcester County, Maryland.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- B. It is required that the Contractor, before entering private property, identify himself to the resident property owner and secure his permission to enter the grounds.
- C. The Contractor, before submitting a proposal for this project, shall visit the construction site and thoroughly familiarize themself with all existing conditions.
- D. The Contractor shall satisfy themself as to the accuracy and completeness of these Specifications and Drawings regarding the nature and extent of all work described.
- E. The Contractor shall make all necessary field measurements to lay out the lines and grades as called for in the Drawings or as directed by the Owner and subject to the approval of the Owner.
- F. Should there be any discrepancies between Drawings, Specifications and/or field conditions after bidding and prior to the beginning of work, the Contractor shall bring such discrepancies to the attention of the Owner at the work initiation conference.
- G. The Contractor shall take all necessary precautions and measures to protect all properties from damage.
- H. The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish, surplus materials, etc., and shall leave the work area completely clean.
- I. The work under this Contract includes all necessary temporary items required in good, safe stabilization construction practice and administration of the project prior to closeout. These requirements are subject to the approval of the Owner.
- J. The Contractor shall ensure the active site shall remain accessible for residents and/or emergency vehicles/persons.

1-5 PERMITS, INSPECTIONS, TESTS

- A. The Owner shall arrange for, obtain, and pay for all permits necessary for the proper execution of the work in accordance with all Federal, State, and local rules, regulations and codes. Copies of all permits shall be presented to the Contractor upon receipt and shall be posted, as required, at the project site.
- B. The Contractor shall arrange for, obtain, and pay for all inspections and tests necessary for the proper execution of the work in accordance with all Federal, State, and local rules, regulations and codes. Copies of all inspections and tests shall be presented to the Owner upon receipt.
- C. The Contractor shall notify the Owner two (2) working days prior to all inspections and tests.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

1-6 FINAL ACCEPTANCE

A. The Contractor shall give suitable notice when the project is ready for inspection for final acceptance. The date(s) of final acceptance of the total project or partial acceptance of individual systems shall be determined by the Owner.

1-7 SCHEDULE

- A. The Contractor shall prepare and submit a schedule of the proposed construction of the work to the Owner for review and approval at least 2 working days prior to the intended start of construction. The Contractor shall not proceed with the work until the proposed schedule of construction has been approved in writing by the Owner.
- B. The Contractor shall maintain the work progress substantially in accordance with the approved schedule and shall promptly notify the Owner of any proposed or necessary deviations. The Contractor shall not deviate substantially from the construction schedule without the approval of the Owner.
- C. Contractor shall provide weekly progress logs to the Owner.

1-8 SEDIMENT AND EROSION CONTROL

A. The Contractor shall minimize erosion of the disturbed construction areas and shall prevent sediment from entering water courses or areas beyond the project site. The Contractor shall comply with all applicable Federal, State and local regulations pertaining to sediment and erosion control.

1-9 REFERENCED SPECIFICATIONS

- A. The requirements of the Maryland Department of Transportation, State Highway Administration "Standard Specifications for Construction and Materials" dated July 2022, ASTM, ASA, ACI, AWWA, ASME, AWS, and other specifications shall mean the latest edition thereof, and shall apply to all of the applicable work to be performed, except as modified or revised by the Contract Documents, which shall govern.
- B. The requirements of referenced specifications shall be as binding upon the performance of the work as if they were fully written out herein.

1-10 FIELD ADJUSTMENT

A. The alignment and placement of the work shall be subject to adjustments in the field as directed by the Owner.

239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

1-11 CONTRACT DOCUMENTS AND SCHEDULE OF DRAWINGS

- A. The Contract Documents consist of these Specifications and any and all subsequent addenda or additions thereto and the Drawings as listed below.
- B. The following list of Construction Details all dated July 2019, are located in Appendix E.
 - Details
 - i. Surface Thickness
 - ii. Base Repair Detail
 - iii. Pavement Tie-In Detail
 - iv. Utility Adjustment Detail
 - v. Pavement Repair Detail for Utility Crossings

1-12 INSURANCE REQUIREMENTS

- A. The Contractor's insurance requirements are as follows:
 - a. The Contractor shall at all times maintain and keep in force such insurance as will protect him and the Owner from claims under Workmen's Compensation Acts.
 - b. The Contractor shall, at his own cost, obtain and maintain such insurance as will protect him and the Owner from any claim for bodily injury, including death, as well as from claims for damage to any property of the Owner or of the public, which may arise from the operation under this Contract, whether such operations be by the Contractor or any Subcontractor retained by said Contractor or by anyone directly employed by them. Insurance limits shall be as stated on the attached copy of sample contract for this work effort as may be found in Appendix B. The Contractor shall furnish certificates of insurance with respect to the coverages referred to above, each of which policies shall contain (10) days prior notice of cancellation to the Owner.

SECTION 2

EXCAVATION, REFILL AND SITE WORK

2-1 GENERAL

A. The Contractor shall perform all excavation, refill, and filling, and shall provide all fill material required for the construction of structures and the installation of pipe sheeting, shoring, sheet piling, and bracing; pumping or other approved methods to keep excavations free of water and other liquids; accommodation of sewage and drainage flows; support and protection of utilities and other structures encountered in the work; furnishing and maintaining adequate barricades,



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

warning signs, lights, and other means of protecting the public; disposal of surplus excavated materials and the restoration of the site as required by the Contract Documents.

- B. The Contractor is responsible for direct or indirect damage to existing structures, pipelines, conduits, poles, wires of every description in the vicinity of his work whether above or below ground, or that may be encountered in trench or structure excavation. This responsibility shall include the cost of protection by sheeting, bracing, hand excavation, when warranted, and the expense to repair or replace any existing facility damaged directly or indirectly by construction activities, whether such facility is or is not shown on the drawings.
- C. The Contractor shall verify the location and inverts of all existing utilities at the various points of connection and/or crossings prior to starting any work. Any discrepancies in locations or inverts shall be brought to the attention of the Engineer or the Owner in order that the designs may be adjusted accordingly. Damages suffered or additional costs incurred by the Contractor as a result of his failure to conform to the requirements of this paragraph shall be the sole responsibility of the Contractor. Connections to existing utilities shall be made by the Contractor at such a time and in such a manner as the Engineer may direct, and the cost shall be included in the price bid for pipeline and structures, unless otherwise defined in the proposal.

2-2 TRENCH EXCAVATION

- A. The Contractor shall excavate, protect, and refill all excavation that may be necessary for completing the work under the contract. Unless otherwise specified, excavation shall be open cut, except that short sections of a trench may be tunneled if approved in writing by the Engineer. No extra compensation will be allowed for tunneling instead of open cut.
- B. Trenches shall be excavated to the necessary width and depth, as shown on the plans, as specified, or as directed. Trenches under paving shall be in accordance with the drawings.
- C. The sides of the trenches shall be practically plumb and will be permitted to be sloped only with the written approval of the Engineer. Bell-holes shall be excavated in the bottom and sides of trenches to permit the proper making of joints.
- D. In paved areas, the Contractor shall remove the paving for such width only as is necessary for the excavation of the trench, and in case he removes the paving for a greater width than is deemed necessary, or in case he removes or disturbs any paving on account of settlement, slides, or caves, or in making excavation outside the lines of the work without the written order of the Engineer, the Contractor shall install, at his own expense, such aggregate, etc., to maintain traffic, or the Owner may retain any monies due or to become due to the Contractor, to cover the cost of installing such material.
- E. The Contractor shall support the sides and ends of all excavations for structures, whenever necessary or directed, with braces, sheeting, shores, or stringers of the quality and character to



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

prevent damage to public and private property. If, in the opinion of the Engineer, the sheeting, shoring, or bracing is not of proper quality or is not properly placed to insure safe working conditions and to prevent property damage, the Contractor shall remedy such inadequacy at his own expense as may be directed by the Engineer.

- F. All sheeting in excavations shall be withdrawn as the refilling is being done, except where and to such extent as the Engineer shall order, in writing, that sheeting and shoring be left in place, or where he shall permit the same to be left in place, at the Contractor's expense and upon his request. The Contractor shall cut off any sheeting left in place at least eighteen (18) inches below finished grade wherever ordered, and shall remove the material cut off without compensation therefore.
- G. Wherever necessary, in quicksand or soft ground, or for the protection of any structure or property, sheeting shall be driven to such depth below the bottom of the trench as may be required or directed by a geotechnical engineer.
- H. The Contractor shall be responsible for the condition of all excavations made by him. All slides and caves shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.
- I. The Engineer may at any time require the refilling of open trenches over completed pipe line, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation, even though to accomplish said refilling is compelled temporarily to stop excavation or other work at any place. If work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost, and shall not again open said trench until he is ready to complete the structure therein. If the Contractor shall refuse or fail to refill such trench completely within forty-eight (48) hours after said notice, the Owner shall be authorized to do the work, and the expense thereof shall be charged to the Contractor.
- J. All excavations must be kept free of water below the subgrade of the work while work is in progress. This may be accomplished by ordinary pumping methods, use of underdrains, or by well points, whichever will produce the required results.
- K. The Contractor shall complete excavations in earth as nearly as practicable to the neat lines of the structures to be built therein. All irregularities and cavities in the bottom of trenches or tunnels shall be filled up to the required level with clean earth or other approved material, firmly compacted, before pipe lines are laid therein, and without extra compensation unless said cavities have been formed by the direction of the Engineer, and their excavation classes as excavation below subgrade.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

2-3 TRENCHBACKFILL

- A. It is intended that the material excavated from the trench be used for trench backfill, provided that, in the opinion of the Engineer, the excavated material is suitable for backfilling.
- B. All trench fill shall be carefully deposited in the trench by methods which will not damage or disturb the pipe or structures and shall be solidly tamped around the pipe or structure. Care should be taken to assure that sufficient soil material has been worked under the haunching of the pipe to provide adequate side support. Precautions should be taken to prevent movement of the pipe during placement of the material under the haunch. The trench shall be refilled in six (6) inch compacted layers and otherwise as shown by the details of the Contract Documents. All tamping of material from the bottom of the trench to the spring line of the pipe shall be done by pneumatic hand tampers; or if the material is composed largely of coarse aggregate, the Engineer may require the use of other hand tampers, in order to insure protection of the pipe. Above this point, mechanical tampers capable of exerting a blow of 250 foot-pounds per square foot of area of tamping face shall be employed.
- C. The moisture content of the material being compacted shall be within plus or minus three (+/-3) percentage points of optimum, as determined by AASHTO Designation T-99. Material containing an excess of moisture shall be processed and dried or permitted to dry until the moisture content is within the specified range.
- D. Each layer of trench backfill shall be compacted to one hundred percent (100%) Modified Proctor Density. This will be the minimum allowed for trench backfill
- E. The Engineer may require compaction tests of the backfilled trenches at any time during construction or upon completion of the backfill operations. If the results of any tests show that backfills do not meet the specified compaction requirements, the Contractor shall at his own expense, correct the condition, as directed by the Engineer, in such portions of the trench represented by the unsatisfactory test results.
- F. Refill in all excavations not in paved areas shall be restored to the condition that existed prior to beginning work and maintained for a period of twelve (12) months following the date of acceptance.
- G. The Contractor shall, at his own expense, maintain all refilled excavations in proper condition. The trench surfaces shall be given reshaping where necessary. All depressions appearing in the refilled excavations shall be properly refilled. If the Contractor fails to make repairs within forty-eight (48) hours after receipt of written notice from the Owner, the Owner may refill said depression or protect with signs and lanterns wherever necessary without giving previous notice to the Contractor, and the cost of so doing will be retained from any monies due or to become due to the Contractor under the contract.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- H. The Contractor shall be responsible for any injury or damage that may result from lack of maintenance of any refilled excavation at any time prior to the end of the mentioned termination dates.
- I. All unauthorized excavations made by the Contractor shall be immediately backfilled at the Contractor's expense.
- J. After completion of refilling, all material not used therein shall be removed and disposed of in such a manner and at such point as shall be approved or directed and all roads, sidewalks, and other places on the line of the work shall be left free, clean, and in good order. Said cleaning up shall be done by the Contractor without extra compensation, and, if he fails to do such work within a reasonable time after receipt of notice, it will be performed by the Owner, and the cost will be retained from any monies due or to be become due to the Contractor under the contract.

2-4 STRUCTURE EXCAVATION

- A. Structure excavation shall consist of the excavation of all earth, rock, boulders, existing concrete, and masonry foundations and walls, and all other materials encountered, regardless of type, which the Contractor may encounter while excavating for structures.
- B. Excavated materials shall be segregated as they are excavated, with the suitable and unsuitable material being piled separately. All suitable material shall be used for backfill or reserved for the construction of embankments and fills. All unsuitable material shall be removed, at the Contractor's expense, from the limits of the work or to such locations as approved by the Engineer. No excavated material shall be deposited at any time so as to endanger partly finished structures either by direct pressure, or indirectly by overloading banks contiguous to the operation, or by any other means.
- C. Trenches and foundation pits for structures or structure footings shall be excavated to the lines and grades, or excavations, indicated on the plans, or as directed by the Engineer, and shall be of sufficient size to permit the construction of the structures, or structure footings as shown.
- D. Where structure or structure footings are to rest on material other than rock or piles, special care shall be taken so as not to disturb the bottom of the excavation; the removal of the final foundation material to specified subgrade shall not be made until immediately before the masonry is to be placed.
- E. After each excavation is completed, the Contractor shall notify the Engineer; no masonry shall be placed until after the Engineer has approved the excavation and the character of the foundation material.
- F. Structure excavations shall be kept dewatered by such methods as the Contractor deems necessary, subject to the approval of the Engineer. Where pumping is required, a sufficient

Visit Us Online at www.oceanpines.org



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

number of pumps of adequate size shall be employed to keep the excavations dry and free of water at all times during excavation and until the foundation work is completed. Sumps shall be constructed where necessary, and the pumping and drainage operations shall be subject to the approval of the Engineer at all times. Water removed from the excavations shall be disposed of in such a manner as to not cause injury to public health, private property, street surfaces, and embankments, or to any portion of the work completed or in progress.

- G. The Contractor shall support the sides and ends of all excavations or structures, whenever necessary or directed, with braces, sheeting, shores, or stringent of the quality and character to prevent damage to public and private property. If, in the opinion of the Engineer, the sheeting, shoring, or bracing is not of proper quality or is not properly placed to insure safe working conditions and to prevent property damage, the Contractor shall remedy such inadequacy at his own expense as may be directed by the Engineer.
- H. All sheeting in excavations shall be withdrawn as the refilling is being done, except where and to such extent as the Engineer shall order, in writing, that sheeting and shoring be left in place, or where he shall permit the same to be left in place, at the Contractor's expense and upon his request. The Contractor shall cut off any sheeting left in place at least eighteen (18) inches below finished grade wherever ordered and shall remove the material cut off without compensation.
- I. Wherever necessary, in quicksand or soft ground, or for the protection of any structure or property, sheeting shall be driven to such depth below the bottom of the trench as may be required or directed.
- J. The Contractor shall be responsible for the condition of all excavations made by him. All sides and caves shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

2-5 MISCELLANEOUS EXCAVATION

- A. The Contractor shall do such miscellaneous excavation as may be necessary or directed. Such excavation shall be subject to the same conditions and requirements as specified for trench excavation but will be paid for as "Miscellaneous Excavation and Refill".
- B. Miscellaneous excavation shall include the digging of test pits, extra width of trench made necessary by change in its location, or excavation for any special structures, outside the trench, that may not be shown on the drawings or described in the specifications where such excavation is done at the direction of the Engineer.
- C. Test pits shall be dug by the Contractor whenever directed. The depth and size shall be such as shall be required by the Engineer. Test pits shall be dug by the Contractor without being directed to do so along the lines of the trenches as shown on the drawings in advance of the excavation

Visit Us Online at www.oceanpines.org



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

for the purpose of satisfying himself as to the location and elevation of underground obstructions or conditions without extra compensation. Miscellaneous excavation accomplished without written order of the Engineer will not be paid for by the Owner.

2-6 STRUCTURE BACKFILL

- A. Previously excavated material from the structure site shall be used for backfill around the structure provided that, in the opinion of the Engineer, the excavated material is suitable. If additional material is needed to properly fill structure areas, all suitable excess material shall be used before the Contractor shall obtain borrow material. It shall be the Contractor's responsibility to obtain borrow excavation when needed to complete backfilling to the elevation, lines, and grades indicated on the contract drawings without additional cost to the Owner.
- B. All excavated material not required or suitable for backfill or other designated purposes shall be removed from within the limits of the work and disposed by the Contractor at his expense.
- C. To equalize external pressures against structures, backfill material shall be placed and compacted uniformly around the perimeter of the structure.
- D. No backfill shall be placed against any new concrete or masonry structure until all of the provisions for curing, dampproofing, and/or waterproofing have been complied with, and until the compression test cylinders indicate that the concrete has obtained the compressive strength indicated on the plans and/or in the specifications.
- E. Backfill material shall be placed in uniform layers not more than six (6) inches thick and compacted to the following density. Each layer shall be uniformly compacted to the following density before the next layer is placed and processed. Ninety-five percent (95%) Modified Proctor Density will be the minimum allowed for structure backfill in place.
- F. The moisture content of the material being compacted shall be within plus or minus three (±3) percentage points of optimum, as determined by A.A.S.H.T.O. Designation T-99. Material containing an excess of moisture shall be processed and dried or permitted to dry until the moisture content is within the specified range. Material which is too dry shall be wetted until the moisture content is within the specified range.

2-7 UNCLASSIFIED EXCAVATION AND BACKFILL

A. Excavation, grading, and backfilling shall be carried to the lines, grades, and slopes shown on the plans. All slopes shall be finished to neat, regular lines conforming to the plans and typical sections. The work shall be done in proper sequence in relation to all other operations involved. All suitable excavated



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- B. material shall be used as far as practicable in the formation of embankment, backfill for trenches and structures, and at other places where directed by the Engineer.
- C. All available suitable topsoil existing in areas where excavations or embankments are to be made shall be removed by the Contractor before excavations operations in any particular area are begun and used for topsoiling the completed embankment and cut slopes; all as indicated on the plans and/or as directed by the Engineer. Topsoil which cannot be placed in its final position as it is being removed shall be stockpiled in an approved location until such time as it can be incorporated in the final construction.
- D. All unclassified excavation and backfilling shall be in accordance with the applicable provisions of Trench Excavation and Trench Backfill.

2-8 CLEARING AND GRUBBING

- A. Clearing and Grubbing shall consist of clearing, grubbing, removing and disposing of all vegetation and debris within the limits of the area indicated on the Site Plan.
- B. The Contractor shall perform the work of clearing and grubbing so as to remove only material herein specified and, if he chooses to do such work with mechanical equipment and removes and wastes suitable material required on the project, any suitable material removed with the cleared and grubbed material shall be replaced by the contractor at his expense. All materials removed by the clearing and grubbing operation shall be removed from the project or otherwise disposed of in a manner acceptable to the Engineer.

2-9 TOPSOIL, TOPSOILING AND SEEDING

- A. The Contractor shall, when necessary, furnish additional topsoil when there is insufficient existing topsoil for the purpose of topsoiling and seeding area disturbed by construction.
- B. The Contractor shall provide, complete and in-place, topsoiling to a depth of 4- inches over areas with seeding and mulching and chemical binding as directed by the Engineer in accordance with Section 703 of the Maryland Department of Transportation "Standard Specifications for Construction & Materials" (July, 2022) and any subsequent addenda thereto.
- C. The seed shall be the standard roadside mix (SHA Mix No. 1) at the rate of 110 lbs/acre. The seeded area shall be mulched with either wood cellulose fiber mulch, or straw mulch. A chemical mulch binder shall be used at a minimum rate of 60 gallons/acre. Asphaltic base binders shall not be permitted. Seeding, fertilizing and mulching shall be performed in accordance with section 706 of the Maryland Department of Transportation "Standard Specifications for Construction & Materials" (July, 2022) and any subsequent addenda thereto.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

2-10 DITCHES

A. All regrading of ditches shall be to the lines and cross-sections as shown on the construction drawings.

SECTION 3

CONCRETE

3-1 GENERAL

- A. The Contractor shall provide all labor, material and equipment to place concrete slab and incidental concrete as shown on the plans in accordance with these specifications.
- B. In general, standards and specifications of ACI (American Concrete Institute) shall govern the design, mixing and placement of all concrete for this project.
- C. Concrete shall have a minimum 28-day compressive strength of 3,000 p.s.i., unless otherwise noted on the plans.
- D. Cement shall be Portland Type I or Type II per ASTM C-150.
- E. Aggregates shall conform to ASTM C-33 as amended to date. Fine aggregates shall be clean, hard, sharp sand. Coarse aggregates shall be clean, durable, uncoated gravel or crushed stone.
- F. Water used for mixing cement shall be clean potable water, free from impurities. The Contractor shall arrange for and provide all necessary water for this project.
- G. All concrete shall have 5% air entraining admixture, "Sika AER" by Sika Chemical Corporation or an approved equal meeting ASTM C-260.
- H. Curing shall be accomplished by using an approved reinforced, waterproof Kraft paper equal to "sisalkraft" of 4 mil polyethylene plastic film.
- I. Expansion joints shall consist of pre-molded, asphalt expansion joint fillers, 1/2" thick, conforming to ASTM D-994-53 as amended to date, "Tex-mastic" or approved equal.
- J. Reinforcing steel shall be billet steel conforming to ASTM A-615, deformation in accordance with ASTM A-305.
- K. All concrete poured for this project shall have a slump between 1 and 4 inches.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- L. Owner shall provide services of an independent concrete testing agent who shall verify the required compressive strength does exist in any concrete used. The agent shall make a minimum of one test cylinder for each truck load of concrete. At least one cylinder is to be tested at 7 days and at least one at 28 days. Submit test reports to the Engineer immediately upon completion of each test.
- M. Acceptable testing companies are:
 - a. Hillis Carnes Engineering Associates
 - b. John D. Hynes & Associates, Inc.
 - c. Hardin-Kight Associates, Inc.
- N. Costs of concrete testing and certification shall be the responsibility of the Owner.

SECTION 4

STORM DRAINAGE PIPE, STRUCTURES AND APPURTENANCES

4-1 DESCRIPTION

- A. The Contractor shall provide all materials, labor, equipment and services necessary for and reasonably incidental to furnishing and installing all storm drainage piping, manholes, stormwater inlets, bends, fittings, outfall structures and appurtenant items to the size, dimensions, lines and grades as shown on the contract drawings and as specified herein.
- B. The Contractor shall submit to the Engineer samples of the various types of materials that are proposed for use in construction of the above-mentioned work. These samples must be approved by the Engineer before any work is started. During the progress of the work the Owner or Engineer may require that a sufficient number of samples be tested to ascertain the size, type and quality of the actual materials that are being used in construction. The costs of such samples and tests shall be included in the unit price bid by the Contractor for furnishing and installing the various items.
- C. Each section of pipe including fittings, shall have two lifting lugs or brackets riveted or welded thereto to facilitate handling and installation. Unless otherwise directed by the Engineer, all handling devices will be attached to these lugs or brackets.
- D. Suitable protection shall be afforded between items and load binders, between adjacent items, and between items and truck bed to prevent damage to coating and/or lining during transit to the jobsite. All items shall be carefully removed and stockpiled at the jobsite to insure protection against similar damage.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

4-2 MATERIALS

1) STORM DRAINAGE PIPES:

A. Storm drainage pipe and inlet leads, shall be of one of the following materials, as delineated on the drawings: •

A. ACCMP

- a. All storm drainage pipe, and inlet leads, except as otherwise specified hereinafter, shall consist of asphalt coated galvanized steel corrugated pipe fully paved and shall conform to the materials and construction as specified in ASTM Designation A 444 and/or AASHTO M-212. The base metal, spelter and fabrication of the circular pipe and pipe-arch shall be in accordance with the applicable provisions of AASHTO M-36.
- b. All corrugated steel storm drainage pipe and inlet leads 15-inch through 36-inch diameter, including pipe-arch, shall have a minimum thickness of 16 gage except as otherwise specified hereinafter. All 48-inch diameter storm drainage pipe shall have a minimum thickness of 14 gage.
- c. All corrugated steel storm drainage piping shall be continuous lock or welded seam, fabricated with 2-2/3" x 1/2" helical corrugations. The end sections of each pipe length shall be fabricated with at least two annular corrugations.
- d. All pipe corrugations shall form smooth continuous curves and tangents. The radius of curvature of any corrugations profile shall be at least one half the depth of the corrugation. The direction of the crests and valleys of the helical corrugations shall be not less than 50 degrees from the longitudinal axis of the pipe. The average inside diameter of circular pipe and arch-pipe equivalents shall not vary more than 1 percent or 1/2 inch, whichever is greater, from the nominal diameter when measured on the inside crest of the corrugations.
- e. All galvanized pipe, pipe arch, fittings and bends shall be double dipped bituminous coated inside and out to a minimum thickness of 0.05 inches as measured on the crests of the corrugations. The bituminous material shall be 99.5 percent soluble in Carbon Disulfide. The bituminous coating and materials shall conform to the applicable sections of AASHTO M-190. The asphalt cement shall adhere to the metal tenaciously and shall meet the specimen and flow tests in accordance with the National Corrugated Steel Pipe Association. The inside shall be fully paved.
- f. Corrugated steel pipe joints shall consist of the Hugger type joint utilizing forged steel bars secured to a connecting bar with tension straps. All joints shall have at least two annular corrugations with a minimum tension strap width of 10-1/2 inches. All joints



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

shall be coated with the same material i.e., zinc and asphalt or aluminum and asphalt, as hereinbefore specified for the type of pipe it is intended to be used with. All connecting bars, bolts and nuts shall be zinc coated and shall be in accordance with ASTM Designation A307, Grade A.

g. Field adjustments of the helically corrugated pipe may be required to conform to the line, grades and structure placement as shown on the contract drawings. The jointing of the helically corrugated pipe shall be made with the type of materials and procedures in accordance with the pipe manufacturer's recommendations subject to the approval of the Engineer. Subsequent to attachment of all connecting bands, all bolts and nuts shall be "touched up" with a cold applied mastic as recommended by the pipe manufacturer.

B. Spiral Rib Pipe

- a. Culvert pipe and fittings shall be spiral-ribbed asphalt coated galvanized steel pipe meeting the requirements of ASTM A760 and AASHTO M36. Pipe shall be Ultra Flo Storm Sewer Pipe as manufactured by Contech Construction Products, Inc. or approved equal. Installation shall be according to requirements of Maryland SHA Standard Specifications and the manufacturer's recommendations. Galvanizing and asphalt coating shall meet the specifications for ACCMP listed above.
- b. In tidal areas as indicated on the drawings, spiral rib culvert pipe shall be aluminum alloy culvert pipe as specified in Section 909 of the Maryland SHA Standard Specifications, asphalt coated as specified in Paragraph 4-2 A.1 a above. All culverts shall have a minimum thickness of 14 gauge.

C. Corrugated Polyethylene Pipe

c. Culvert pipe and fittings shall be smooth-bore corrugated polyethylene pipe meeting the requirements of ASTM F405 and ASTM F667, as manufactured by ADS or approved equal; as shown on the drawings.

D. Reinforced Concrete Pipe

a. Culvert pipe and fittings delineated as reinforced concrete pipe on the drawings shall meet the requirements of Section 908 of the Maryland SHA Standard Specifications.

2. MANHOLES AND STORMWATER INLETS:

A. Manholes, if necessary, shall be reinforced precast concrete base sections, risers, transitions, etc., with built in place brick flow channels as shown on the contract drawings or as directed. Stormwater inlets, if necessary, shall be masonry or poured-in-place concrete to the size, dimensions, locations and elevations as shown on the drawings or as directed.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- B. Reinforced precast concrete manholes shall be manufactured and furnished in accordance with the requirements of ASTM C 478. Lifting holes will be allowed but shall be plugged with rubber stoppers and grouted flush with manhole wall face after installation.
- C. Manhole steps for precast concrete manholes shall be reinforced polypropylene plastic as manufactured by M.A. Industries, Inc., East Point, Georgia, or approved equal. Steps shall be cast in place when manholes are cast at the factory. Embedment length shall be suitable for 5-inch thick precast concrete walls. Steps shall meet O.S.H.A. latest requirements.
- D. Precast concrete manholes shall be manufactured by Atlantic Concrete Products Company, Virginia Precast Corporation or an approved equal.
- E. The Contractor shall install precast manholes upon an artificial gravel foundation which he shall construct in accordance with the plans. Payment for artificial foundation for precast manholes shall be included in the prices bid for building standard manholes.
 - a. The Contractor shall construct brick flow channels in all precast concrete manholes as shown on the contract drawings. Care shall be taken to secure smooth, even surfaces with full mortar joints. Channel sections shall be built up to true line and radius, and curved sections shall provide a uniform transition in flow direction. All brick shall conform to the "Standard Specifications for Sewer Brick", ASTM Designation C 32, Grade MA. Cement mortar shall be in accordance with the "Standard Specifications for P01tland Cement", ASTM Designation C 150 for Type I. All concrete for construction of manholes and stormwater inlets shall have a minimum compressive strength of 3,000 psi at 28 days.
- F. Frames, grates, and covers shall be set by the Contractor as the work progresses. The frames shall be well bedded in mortar. All frames, grates and covers shall be of the sizes and types detailed. Materials for frames and covers shall be in accordance with the standard specifications for gray iron castings ASTM Designation A 48-62 for Class No. 30, Grates shall be ASTM A 36 steel hot dipped galvanized in accordance with AASHTO M111.
- G. All drainage manholes and catch basins shall be in accordance with Section 603 of the Maryland SHA "Standard Specifications" and as shown on the drawings.

3) SELECTION AND ARRANGEMENT:

a. All pipe fittings, structures and appurtenances shall be carefully handled and lowered into the trench. Special care shall be taken to ensure that each pipe section, structure and fitting shall abut against the next in such manner that there shall be no shoulder or unevenness of any kind along the inside of the pipe.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

- b. Before pipe and fittings are placed, the bottom of the trench shall be carefully shaped to fit the lower part of the pipe exterior with reasonable closeness for a width of at least 60% of the pipe width as indicated on the plans. Any defects due to settlement shall be made good by the Contractor without additional compensation.
- c. Proper and suitable tools and appliances for the safe and convenient handling and laying of pipe shall be used.
- d. Pipes, fittings, and structures shall be thoroughly cleaned before they are placed and shall be kept clean until the acceptance of the completed work. The open ends of all pipelines shall be provided with a stopper carefully fitted so as to keep dirt and other substances from entering. This stopper shall be kept in the end of the pipeline at all times when laying is not in actual progress. Extreme care shall be taken to ensure that no foreign substance is allowed to get between the pipe or structure and the connecting bands.
- e. All pipe, structures, fittings, etc. shall be installed in accordance with the manufacturer's recommendations, and the requirements of the Maryland SHA "Standards and Specifications", subject to the approval of the Engineer.
- f. All brick and concrete work shall be placed by competent mechanics, and any workman not deemed to be such by the Engineer shall be removed from the work at once. All brick shall be laid in a full bed of mortar with all vertical and horizontal joints filled solid with mortar not less than 3/8 inch or more than 1/2 inch wide. No brickwork shall be laid when the temperature is below 40 degrees F or when the indications are for lower temperatures within 24 hours. The Contractor shall take such measures as may be approved to prevent brick or concrete work from being exposed to freezing temperatures for a period of not less than five days after laying.
- g. Special care shall be taken in laying brick in inverts of manholes, junction boxes and similar structures to ensure uniform flow of water through the sections. In such locations, joints shall not exceed 1/16 inch in thickness, and each brick shall be laid in full mortar bed with joints on bottom side and end made in one operation. No grouting or working in mortar after laying the brick will be permitted.

4) LAYING PIPE IN FREEZING WEATHER:

a) No pipe structure or fitting shall be laid upon a foundation into which frost has penetrated, nor at any time when the Engineer shall deem that there is danger of the formation of ice or the penetration of frost at the bottom of the excavation unless all of required precautions as to the minimum length of open trench and promptness of refilling are observed.

5) ARTIFICIAL FOUNDATION:

a) Whenever necessary or directed by the Engineer, the Contractor shall lay upon an artificial foundation such pipe, structures or fittings which he shall construct as indicated on the



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

drawings. Such foundation shall consist of Maryland SHA No. 6 stone placed in the manner required by the Engineer.

6) RIP-RAP:

- a) Whenever delineated on the drawings, rip-rap for channel protection or outfall structures shall be Maryland SHA Class 1 meeting the requirements of the Maryland SHA Standard Specifications unless otherwise noted on the plan.
- b) Filter cloth for rip-rap structures shall meet the requirements of Section 921.09, Class A, of the Maryland SHA Standard Specifications.

7) ALTERNATE PIPE SIZES:

a) If the test-pitting process should indicate, in the opinion of the Engineer, that an alternate pipe size is required due to conflicts with existing utilities, the Contractor shall replace the pipe size as shown on the drawings with an arch-pipe or elliptical pipe of equivalent cross-sectional area. Alternate pipe sizes, if required, shall be at no additional cost to the Owner.

8) DEFECTS TO BE MADE GOOD:

a) If, at any time before the expiration of the guarantee period under this contract, any broken pipes, or any other defects are found in any of the lines or structures or in any of their appurtenances, the Contractor shall cause the same to be removed and replaced by proper material and workmanship, without extra compensation for the labor and material required even though such injury or damage may not have been due to any act, default, or negligence on the part of the Contractor. All materials shall be carefully examined by the Contractor for defects before placing, and any found defects shall not be placed in the line.

9) AS-BUILT PLANS:

a) The Contractor shall submit As-Built Plans of the stormwater management structures. These plans shall be prepared by a Professional Engineer or Professional Land Surveyor registered in the State of Maryland.

SECTION 5

ROADWAY CONSTRUCTION AND REPAVING

1. GENERAL

- A. Contractor shall provide all labor, materials, equipment and services necessary for and reasonably incidental to furnishing and installing complete all paving and related items as shown on the drawings and/or as specified herein.
- B. Work shall consist of, but not be limited to, final preparation and shaping of subgrades, installing base course, prime coats, bituminous concrete pavement, and line painting.

Visit Us Online at www.oceanpines.org



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

C. Related work included in these specifications but not included in this Section consist of the following: Section 2 - Excavation, Refill and Site Work and Section 4 - Storm Drainage Pipe, Structures and Appurtenances.

2. MATERIALS

- A. Bituminous concrete pavement shall be Maryland SHA Superpave 9.5 (Surface) and Superpave 19.0 (Base) consisting of asphaltic cement, fine and coarse aggregate prepared and mixed in accordance with the provisions of Section 904 Bituminous Concrete, of the Maryland SHA Standard Specifications.
- B. Base course aggregate shall be Maryland SHA Graded Aggregate and shall meet the requirements of Section 901 of the Maryland DOT Standard Specifications.
- C. Subgrades shall be in accordance with Sections 204 and 208 of the MD SHA Standard Specifications. Excavation of unsuitable materials and refill shall be as shown on the drawings and as directed by the Engineer. Material proposed for refill shall be tested and tests approved by the Engineer prior to installation. Contractor shall furnish any additional borrow material required.
- D. Line Painting shall be white or yellow Alkyd Traffic Paint with reflective glass beads, Sherwin Williams Setfast Premium or approved equal as shown on the drawings.
- E. Shoulders shall be dressed with 2" of topsoil with grass seed mulch and straw mix with subbase of 2" minimum of SHA graded Aggregate.

3. EXECUTION

- A. Subgrade shall be in accordance with Section 2 of these specifications.
- B. Subgrade preparation shall be in accordance with Sections 204 and 208 of the MD SHA Standard Specifications. Excavation of unsuitable materials and refill shall be as directed by the Engineer. Preparation of subgrade in areas with poor subgrade materials shall be in accordance with one of the following two methods or as directed by the Engineer:
 - i. Choke-off (stabilize) the saturated subgrade with six (6) inches of two (2) to three (3) inch diameter stone. The Contractor should work stone into the subgrade until it is stable. Fill additional stone into the excavation up to two (2) inches above the ground water elevation (assume six (6) inches of stone). Seal the large stone with three (3) inches of dense graded aggregate (DGA) and compact. Install and compact structural fill above the DGA up to the pavement subbase elevation.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

ii. Level the bottom of the excavation (approximately) and place a geotextile fabric (e.g., Amoco 2002 or approved equal). Install a thin layer (three (3) inches) of uniformly graded stone (one to two inch diameter). Work the stone to put the fabric in tension (per fabric manufacturers' recommendations). Seal the uniform stone with three (3) inches of DGA and backfill as described in Option 1, above.

C. Base Course:

- i. Shall be constructed in one or more layers, on completed subgrade in accordance with these specifications and shaped to conform to the lines, grades and typical details as shown on the drawings.
- ii. The base course shall be SHA Graded Aggregate Base meeting the requirements of Section 901.1 of the MD SHA Standard Specification.

D. Bituminous Concrete Pavement:

- i. Bituminous material shall be applied only to dry surfaces.
- ii. Equipment and methods of construction shall be in accordance with Category 500 of the Maryland SHA Standard Specifications.
- iii. New bituminous concrete pavement shall be laid to a minimum of 4" depth (2-1/2" Superpave 19.0 and 1-1/2" Superpave 9.5), to the grade and cross section as shown on the drawings.
- iv. Repaving shall consist of a 1-1/2" overlay of Superpave 9.5.
- v. The temperature of the mixture shall be not less than 225° F at time of placement.
- vi. No traffic will be permitted on the bituminous concrete pavement until it has set sufficiently to prevent marking.

E. Edge of Pavement

i. After completion of the overlay placement, graded aggregate shall be placed at the edge of pavement to provide a transition from the new edge of pavement to existing adjacent grade. The graded aggregate shall be compacted according to the requirements of MD SHA Specification. See Detail in Appendix for driveway transitions.

F. Line Painting

- i. Bituminous concrete pavement, including parking lots shall include line painting as shown on the drawings.
- ii. Line painting shall be 4" in width, as shown on the drawings or as directed by the Engineer.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

4. MAINTENANCE OF TRAFFIC

- A. The Contractor shall maintain traffic throughout construction. In the event that one lane must be closed at any time, the Contractor shall provide all barricades, flaggers, etc., necessary to maintain traffic flow in a safe manner.
- B. The Contractor shall submit a Traffic Maintenance Plan to the Engineer for approval prior to the start of construction.

SECTION 6

RESTORATION OF GRADED AND DISTURBED AREAS

1. SCOPE

a. The Contractor shall furnish all labor, materials and equipment required to complete the work described herein in strict accordance with the Specifications. At any time of the year (except when the ground is frozen) when all construction related activities are completed seeding and planting shall be accomplished by the Contractor on all graded and disturbed areas in accordance with these Specifications. The responsibility of the Contractor is to accomplish the completion of the fill and grading work and maintain all reseeded areas until an adequate level of germination and stabilization has been obtained. Contractor is responsible for regrading, reseeding, etc., should any erosion occur prior to stabilization. The Contractor shall submit to the Engineer the specifications for the seed mix, fertilizer and lime to be used.

2. FINISHED SEEDING

- a. Site Preparation: Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring.
- b. Seedbed Preparation: Apply 4,000 pounds per acre or 92 pounds per 1,000 sq. ft. of pulverized dolomitic limestone and 1,100 to 1,300 pounds per acre or 25 to 30 pounds per 1,000 sq. ft. of 10-10-10 or equivalent fertilizer. The lime and fertilizer shall be worked into the top two inches of topsoil by raking.
- c. Seeding and Mulching:
 - i. The seed shall be the standard roadside mix (SHA Mix No. I) at the rate of 110 lbs/acre. The seeded area shall be mulched with either wood cellulose fiber mulch, or straw mulch. A chemical mulch binder shall be used at a minimum rate of 60 gallons/ acre. Asphaltic base binders shall not be permitted. Seeding, fertilizing and mulching shall be performed in accordance with section 704 of the Maryland Department of Transportation. "Standard Specifications for Construction & Materials" (July 2022) and any subsequent addenda thereto.
 - ii. Spreading: Spread uniformly by hand or mechanically so that approximately 85% of the soil surface will be covered.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

d. Planting Season: Seedbed preparation and temporary seeding shall be accomplished at any time of the year except when the ground is frozen and within 15 days after the completion of the fill, grading and topsoiling operations. When the ground is frozen, seeding shall be postponed until seedbed preparation can be accomplished as described. Permanent seeding shall be conducted between February 1 and April 30 or August 15 and October 31.

3. RESTORATION OF OTHER AREAS

- a. Any driveways, landscaped areas, plantings, etc. which are disturbed by construction shall be restored to the condition in which it existed prior to the start of construction.
- b. All restoration work shall be performed by the Contractor at no additional cost to The Owner.
- c. The Contractor is responsible for maintenance of all graded and restored areas, including repair of erosion damage, until germination and stabilization are complete.



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

APPENDIX D

BONDING

PERFORMANCE BOND

Corporation / Principal	Business Address of Corporation / Principal
Surety*	Ocean Pines Association, Inc. Obligee
*(a corporation of the state of and authorized to do business in the State of Maryland)	
Sum of Bond (equal to contract price): \$ _	
Contract Identification: Ocean Pines Department of Public Works 2024 Road Rehabilitation and Paving Project Ocean Pines, Maryland	Date of Contract , 2024 Date Bond Executed

KNOW ALL MEN BY THESE PRESENTS; That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated as shown above and attached hereto and is required under the provisions of the public general laws of Maryland and/or the Contract to give a bond conditioned as hereinafter set forth.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings covenants, telms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which

PERF-1

modification to the SURETY being hereby waived, and shall indemnify and save harmless the Ocean Pines Association, Inc., its agents and employees against and from all costs, expenses, damage, injury or loss to which the said Ocean Pines Association, Inc, its agents and employees, may be subjected by reason of any wrongdoing, misconduct, want of care or about the execution or performance of the Contract, during the original term of said Contract and/or any authorized extension or modification thereof and/or during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effort.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE, or the successors or assigns or OBLIGEE.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: as to Principal	
	(SEAL)
	(SEAL)
	(SEAL)
ATTEST: as to Surety	
	(SEAL)
	(SEAL)
	(SEAL)
AGENT (COMPANY):	
AUTHORIZED BY:	
APPROVED: OCEAN PINES ASSOCIATION, IN	NC.
Chairman	

PAYMENT BOND

Corporation / Principal	Business Address of Corporation / Principal
Surety*	Ocean Pines Association, Inc. Obligee
*(a corporation of the state of and authorized to do business in the State of Maryland)	
Sum of Bond (equal to contract price): \$_	
Contract Identification: Ocean Pines Department of Public Works 2024 Road Rehabilitation and Paving Project Ocean Pines, Maryland	, 2024 Date of Contract
	Date Bond Executed, 2024

KNOW ALL MEN BY THESE PRESENTS; That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated as shown above and attached hereto and is required under the provisions of the public general laws of Maryland and/or the Contract to give a bond conditioned as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly make payments to all persons supplying labor and/or material in the prosecution of the work provided for in said Contract and any and all duly authorized extensions and/or modifications of said Contract that may hereafter be made, notice of such extensions and/or modifications to the SURETY being hereby waived, and any maintenance, repair, guaranty and warranty required under the Contract, then this obligation to be null and void; otherwise to remain in full force and effect.

A suit or action commenced hereunder shall comply with any and all applicable provisions of the public general laws of the State of Maryland. No suit or action shall be commenced hereunder against the OBLIGEE, its successors or assigns, nor shall OBLIGEE be liable for any costs or expenses of such suit.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

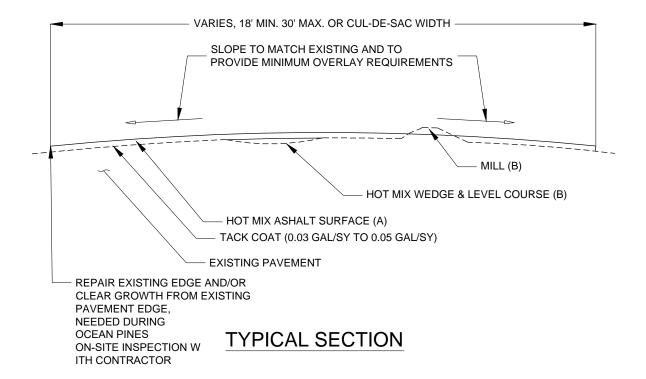
ATTEST: as to Principal	
	(SEAL)
	(SEAL)
	(SEAL)
ATTEST: as to Surety	
	(SEAL)
	(SEAL)
	(SEAL)
AGENT (COMPANY):	
AUTHORIZED BY:Name & Title	
Name & Title	
APPROVED: OCEAN PINES ASSOCIATIO	N, INC.
Chairman	



239 Ocean Parkway• Ocean Pines, Maryland 21811 Telephone: 410-641-7717 • Fax: 410-641-5581

APPENDIX E

CONSTRUCTION DETAILS



NOTES:

- 1 1/2" HOT MIX ASPHALT SURFACE
- BASE REPAIR LOCATIONS AS **NEEDED DURING OCEAN PINES ON-SITE INSPECTION WITH** CONTRACTOR

NOTE: This drawing, specifications, and work produced by Vista Design, Inc. (VDI) for this project are instruments of service for this project only, and remains the copyrighted property of VDI. Reuse or reproduction of any of the instruments of service of VDI by the Client or assignees without the written permission of VDI will be at the Clients risk and be a violation of the copyright laws of the United States of America and the respective state within which the work was completed.

NOTE: This Drawing does not include necessary components for construction safety. All construction must be done in compliance with the occupational safety and health act of 1970 and all rules and regulations thereto appurtenant.



2019 OCEAN PINES **ROAD PAVING OPA DPW**

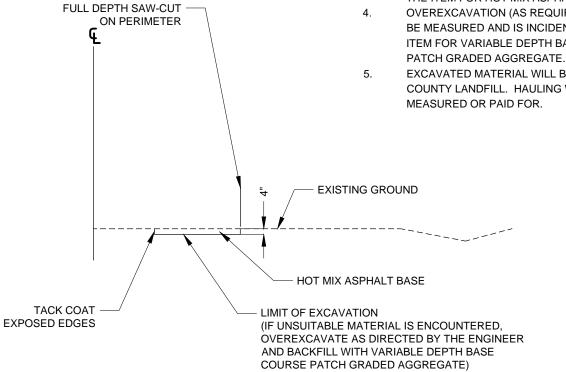
ROAD PAVING DETAILS



PROJ	ECT DATA
Project:	18-014
File:	DETAILS.dwg
Date:	7/31/19
Scale:	N.T.S.
Sheet:	1 OF 5

NOTES:

- LIMITS OF BASE REPAIRS ARE TO BE IDENTIFIED IN THE FIELD BY OPA INSPECTORS. THE CONTRACTOR SHOULD VERIFY AMOUNTS AND LOCATIONS TO THEIR SATISFACTION.
- MAINTENANCE OF TRAFFIC TO BE PROVIDED WHICH ALLOWS A MINIMUM OF ONE LANE THROUGH AT ALL TIMES.
- SAW-CUT, EXCAVATION, AND TACK COAT WILL NOT BE MEASURED AND ARE INCIDENTAL TO THE ITEM FOR HOT MIX ASPHALT BASE PATCH.
- OVEREXCAVATION (AS REQUIRED) WILL NOT BE MEASURED AND IS INCIDENTAL TO THE ITEM FOR VARIABLE DEPTH BASE COURSE
- **EXCAVATED MATERIAL WILL BE HAULED TO** COUNTY LANDFILL. HAULING WILL NOT BE



BASE REPAIR DETAIL

NOTE: This drawing, specifications, and work produced by Vista Design, Inc. (VDI) for this project are instruments of service for this project only, and remains the copyrighted property of VDI. Reuse or reproduction of any of the instruments of service of VDI by the Client or assignees without the written permission of VDI will be at the Clients risk and be a violation of the copyright laws of the United States of America and the respective state within which the work was completed.

 $\frac{\text{NOTE:}}{\text{This Drawing does not include necessary components for construction safety. All construction must be done in compliance with the occupational safety and health act of 1970 and all rules and regulations thereto appurtenant.}$



2019 OCEAN PINES **ROAD PAVING OPA DPW**

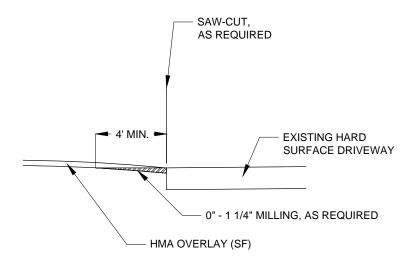
ROAD PAVING DETAILS

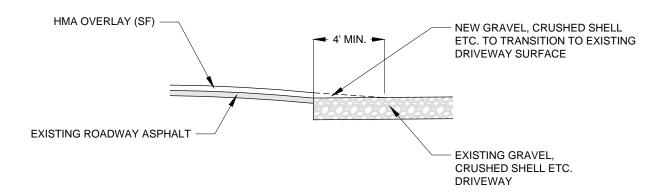


Engineers • Architects • Surveyors • Landscape Architects Land Planning Consultants • GIS Services 11634 Worcester Hwy, Showell, MD 21862 Ph. 410-352-3874 • www.vistadesigninc.com

PROJ	ECT DATA
Project:	18-014
File:	DETAILS.dwg
Date:	7/31/19
Scale:	N.T.S.

2 OF 5





PAVEMENT TIE-IN DETAILS

NOTES:

- THIS WORK WILL BE CONSIDERED INCIDENTAL TO THE HOTMIX SURFACE COURSE AND WILL NOT BE MEASURED.
- 2. MILLING AND/OR SAWCUTTING WILL BE PROVIDED AS NECESSARY APPLICATION OF THIS DETAIL WILL BE DIRECTED BY THE ENGINEER FOR SMOOTH TIE-IN.

NOTE: This drawing, specifications, and work produced by Vista Design, Inc. (VDI) for this project are instruments of service for this project only, and remains the copyrighted property of VDI. Reuse or reproduction of any of the instruments of service of VDI by the Client or assignees without the written permission of VDI will be at the Clients risk and be a violation of the copyright laws of the United States of America and the respective state within which the work was completed.

NOTE: This Drawing does not include necessary components for construction safety. All construction must be done in compliance with the occupational safety and health act of 1970 and all rules and regulations thereto appurtenant.

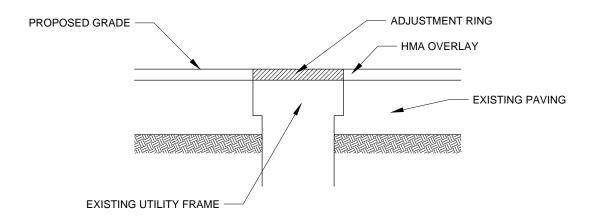


2019 OCEAN PINES **ROAD PAVING OPA DPW**

ROAD PAVING DETAILS



PROJ	ECT DATA
Project:	18-014
File:	DETAILS.dwg
Date:	7/31/19
Scale:	N.T.S.
Sheet:	3 OF 5



UTILITY ADJUSTMENT DETAIL

NOTES:

- UTILITY ADJUSTMENTS ARE INCIDENTAL TO THE HOTMIX ASPHALT SURFACE COURSE
- 2. TOP OF ADJUSTED UTILITY TO BE FLUSH WITH TOP OF ASPHALT
- COORDINATION WITH THE UTILITY COMPANY 3. IS A REQUIREMENT OF THE CONTRACT
- REFER TO THE SPECIFICATIONS FOR 4. **CONTACTS OF UTILITIES**

NOTE: This drawing, specifications, and work produced by Vista Design, Inc. (VDI) for this project are instruments of service for this project only, and remains the copyrighted property of VDI. Reuse or reproduction of any of the instruments of service of VDI by the Client or assignees without the written permission of VDI will be at the Clients risk and be a violation of the copyright laws of the United States of America and the respective state within which the work was completed.

NOTE: This Drawing does not include necessary components for construction safety. All construction must be done in compliance with the occupational safety and health act of 1970 and all rules and regulations thereto appurtenant.

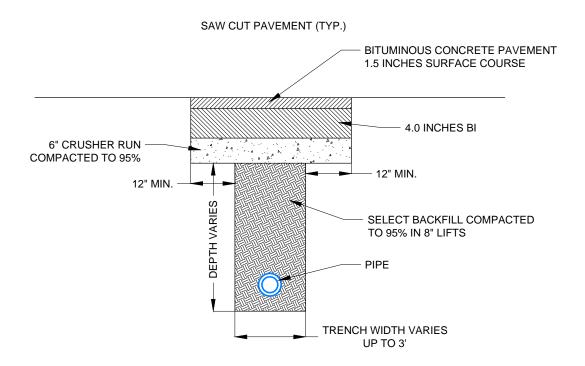


2019 OCEAN PINES **ROAD PAVING OPA DPW**

ROAD PAVING DETAILS



PROJ	IECT DATA
Project:	18-014
File:	DETAILS.dwg
Date:	7/31/19
Scale:	N.T.S.
Sheet:	4 OF 5



PAVEMENT REPAIR DETAIL FOR UTILITY CROSSINGS

NOTE: This drawing, specifications, and work produced by Vista Design, Inc. (VDI) for this project are instruments of service for this project only, and remains the copyrighted property of VDI. Reuse or reproduction of any of the instruments of service of VDI by the Client or assigness without the written permission of VDI will be at the Clients risk and be a violation of the copyright laws of the United States of America and the respective state within which the most ware completed. within which the work was completed.

NOTE:
This Drawing does not include necessary components for construction safety. All construction must be done in compliance with the occupational safety and health act of 1970 and all rules and regulations thereto appur



2019 OCEAN PINES **ROAD PAVING OPA DPW**

ROAD PAVING DETAILS



PROJ	ECT DATA
Project:	18-014
File:	DETAILS.dwg
Date:	7/31/19
Scale:	N.T.S.
Sheet:	5 OF 5