

City of Rockville Rockville, Maryland

INVITATION FOR BIDS # 10-22

NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

Bids Due By 02:00 P.M., Tuesday, May 24, 2022

ISSUED BY:

Procurement Division City of Rockville, City Hall 111 Maryland Avenue Rockville, Maryland 20850 Phone: (240) 314-8430 Fax: (240) 314-8439

A 5% Bid Bond is required for this Invitation for Bid

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.

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Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only to jpierson@rockvillemd.gov**.

I/WE HAVE DECLINED TO BID ON IFB # 10-22, titled NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT for the following reason(s): [Please place a check mark (\checkmark) next to the reason(s) as applicable]

(√)	Reason			
	Proposal requirements too "restrictive".			
	Insufficient time to respond to the Invitation for Bids.			
	We do not offer this service.			
	Our schedule would not permit us to perform.			
	Unable to meet requirements.			
	Unable to meet insurance or bond requirements.			
	Scope of Services unclear (please explain below).			
	Other (please specify below).			

REMARKS:

Are you a Minority, Female, or Disa	bled (MFD) business? _	Yes	No
Company Name:			
Mailing Address:			
Telephone Number:	_ Email Address:		
Authorized Signatory		Printed Name	
Title		Date	



CITY OF ROCKVILLE ROCKVILLE, MARYLAND

INVITATION FOR BID 10-22

NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

SECURED BIDS will be received electronically via a City designated bid receipt software solution until <u>TUESDAY</u>, <u>MAY 24, 2022 AT 02:00 PM</u>. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bid.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third-party software solution provider's computer server system.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD-PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

PRE-BID CONFERENCE

There will NOT be a pre-bid conference for this project.

DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Jonathan Pierson, CPSM, C.P.M., Assistant Director via the City's Collaboration Portal <u>only</u> at <u>https://contracts.rockvillemd.gov/gateway/Default.aspx</u> no later than <u>THURSDAY, MAY 12, 2022 at 10:00 AM</u>. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

PROJECT DESCRIPTION

IFB 10-22 NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT (The Project) creates bike lanes and on-street parking on North Washington Street between MD 355 and MD 28, and on East Middle Lane between North Washington Street and MD 355.

The Project includes narrowing the two existing travel lanes to one lane in each direction and providing protected bike lanes, parking, parking meters, utility relocations, traffic signal modifications, streetscaping, stormwater facility, and signing and markings on both North Washington Street and East Middle Lane. In addition, it also includes widening the sidewalk on the south side of East Middle Lane between North Washington Street and Maryland Avenue.

The Project includes furnishing of all materials, labor, equipment, tools and services, and all other associated work as shown on the Construction Drawings and included in these documents.

The Project does not include repaving of Washington Street and E. Middle Lane which will be conducted by the City's Construction Management.

SUMMARY OF WORK

The City of Rockville intends to enter into a Contract with a qualified firm to provide construction for Washington street and East Middle Lane Road Diet Project.

The engineering drawings and specifications are intended to cover a complete project. It should be distinctly understood that failure to mention any work which would normally be required to complete the project shall not relieve the Contractor of their responsibility to perform such work.

PROJECT CLASSIFICATION

The estimated cost/classification of this project is within the range of \$500,001 to \$1,000,000 (Class C). This range is in accordance with project classifications established by the State of Maryland DGS.

BID SECURITY

Bids must be accompanied by an electronic copy of the Bid security made payable to the Mayor and Council of Rockville in an amount of five percent (5%) of Bidder's Total Bid Price and in the form of a Bid Bond (AIA Bid bond form is acceptable) or a certified check, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. The City reserves the right to disqualify any bid, in any instance, where the City cannot locate the mailed, original security instrument. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville.

AGREEMENT/PERFORMANCE & PAYMENT BONDS

The successful contractor shall be required to complete and electronically return a copy of the City's Standard Form of Agreement along with Performance and Payment Bonds in the amount of 100% of the Contract award within fifteen days after the date of issuance (samples attached), where two (2) sets of the original agreement and original bonds must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850. No other form of performance or payment security will be permitted. Failure by the contractor to provide both the electronic versions and original versions of the agreement or bonds, as required, shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

INSURANCE

The successful contractor shall be required to electronically furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation requirements within fifteen days after the date of request by the City. Failure by the contractor to provide insurance shall be just cause for annulment of the award

and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

SUBMISSION

All bid forms and documents must be electronically filled out, signed, and submitted via one combined pdf document using the City's Collaboration Portal **only** at:

https://contracts.rockvillemd.gov/gateway/Default.aspx

At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

Register for Virtual Bid Opening Here: Registration Link

SUBMITTALS

The following information must be submitted with the bid, where failure to submit requested items may result in rejection of the bid:

- Bid Proposal Forms
- A certified check or bid bond must be in the amount of five percent (5%) of the total bid amount, made payable to the Mayor and Council of Rockville as in General Conditions and Inspections to Bidders, #24.
- If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid. A minimum of three references shall be provided; additional project references may be required to meet all the requirements.

BID AWARD

Award will be made to lowest responsive and responsible bidder(s) complying with all provisions of the Invitation for Bid provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual Capital Improvement project and project site, group, all or none or any combination thereof. Both Capital Improvement projects must be bid.

BIDDER QUALIFICATIONS

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid, or the City, at its discretion, may determine the bid to be unresponsive. A minimum of three references shall be provided; additional project references may be required to meet all the requirements.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document. Alternatively, the City may request a low Bidder to replace and resubmit qualifications for portions of work being performed by a subcontractor without alteration to the cost proposal.

ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at City's Collaboration Portal listed below:

https://contracts.rockvillemd.gov/gateway/Default.aspx

Please note, that it is the respondent's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100 TDD 240-314-8137.



CITY OF ROCKVILLE MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS CONSTRUCTION 3/2022

- <u>TERMS AND CONDITIONS</u> The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
- COVID-19 VACCINATION REQUIREMENT The 2 Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration, in a manner approved by the City Manager, of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines, or the demonstration of qualifying for an exemption in a manner approved by the City Manager. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.
- 3. <u>PRE-BID MEETING</u> A virtual, telepresence pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.
- 4. <u>SUBMISSION OF BID</u> All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date. The following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - Bid Bond
 - Reference sheet
 - Other forms as required in the bid document.

The bid proposal form must be filled out and submitted electronically. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder.

- 5. <u>LATE BIDS</u> It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
- 6. <u>ADDENDUM</u> In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will posted via the city's designated electronic, software solution

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

- BID OPENING All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic software solution.
- <u>ACCEPTANCE OF BIDS</u> The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.
- <u>BID WITHDRAWAL</u> Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.
- 10. <u>BID AWARD</u> Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;

- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- Such other information as may be secured by the City having a bearing on the decision to award the contract.

11. ELECTRONIC PAYMENT OPTION

The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:

https://na3.docusign.net/Member/PowerFormSignin g.aspx?PowerFormId=8868c030-9f7e-4b3e-88dec89fbce65636&env=na3&acct=b56266c3-6d22-426a-8422-e01bcbb466ec&v=2

12. SENSITIVE DOCUMENTS

All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from the City prior to receiving this information. Permission to receive said documents (herein referred to as "sensitive") will pertain only to the individual approved. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of nondisclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

https://www.rockvillemd.gov/documentcenter/view/36407

- 13. DOCUMENTS, MATERIALS AND DATA All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
- 14. <u>ERRORS IN BIDS</u> When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.
- 15. <u>MISTAKES</u> Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
- PRICES Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.
- PROMPT PAYMENT DISCOUNTS All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.
- BIDDER'S PAYMENT TERMS The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
- 19. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

- 20. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
- 21. <u>PLACING OF ORDERS</u> Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1st of each year, as provided by the City Code.
- 22. **INSPECTION OF THE WORK SITE** Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.
- 23. <u>RISK OF LOSS AND CONDITION OF SITE</u> The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.
- 24. <u>SUBCONTRACTORS</u> Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.

Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the contract. Subcontractors shall be considered agents of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

- 25. **BID BOND** Bids must be accompanied by an electronic copy of a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville, where the original security instrument must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850, referencing the solicitation number. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. The City reserves the right to disqualify any bid, in any instance, where the City cannot locate the mailed, original security instrument. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville. Bid bonds will not be returned.
- 26. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and electronically deliver to the City the required Agreement and Bonds, where two (2) sets of the original agreement and original bonds must be mailed to City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

PERFORMANCE BOND The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

PAYMENT BOND For a contract exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars (\$25,000) but not exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond. The City shall not be liable for any certified checks it cannot locate, or in any instance where a certified check is cashed by any individual not employed by the City of Rockville. Failure of the successful bidder to execute the agreement and supply both the electronic versions and original versions of the required forms within fifteen (15) calendar days shall constitute a default. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall also constitute a default. The successful bidder shall forfeit to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

- 27. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
- 28. INDEMNIFICATION OF THE COUNCIL The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
- 29. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, not withstanding that such materials/workmanship have been previously overlooked and accepted.
- 30. <u>CHANGES IN QUANTITIES/ITEMS</u> The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.

- 31. <u>MATERIALS</u> All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
- 32. <u>BRAND NAME OR EQUAL</u> Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

33. DEFECTIVE MATERIALS/WORKMANSHIP

Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.

- 34. <u>TIME OF BEGINNING AND COMPLETION</u> Unless otherwise stipulated in the bid document, the Contractor shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.
- 35. FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.

The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or

that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.

36. AUTHORITY OF THE CITY MANAGER IN DISPUTES Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

37. CONTRACT DELAYS/EXTENSION OF TIME The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.

38. CONTRACT DELAYS - NO DAMAGE CLAIMS The Contractor shall make no claim for ACCEPTED extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

39. PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contact including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

<u>Preparation of Initial Schedule</u> - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of a initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

<u>Payment for Schedule AC/WN:</u> No special compensation will be paid for preparing or revising the above project AC/WN as the cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

40. <u>SPECIFICATIONS</u> The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

> 1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.

> Montgomery County Department of Transportation "Montgomery County Road Construction Code and Standard Specifications."
> Standard Specifications of WSSC dated July 2005.

 Montgomery County Department of Transportation "Design Standards" August 1991.
 Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"

6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.

7. Montgomery County Noise Ordinance.

41. <u>CONTRACT DOCUMENTS</u> The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown or the plans shall have the same effect as if shown or mentioned respectively in both.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor have failed to obtain such clarification, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

- 42. INTERPRETATION Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
- 43. <u>PRE-CONSTRUCTION CONFERENCE</u> A preconstruction conference may be held in person or virtually following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.
- 44. <u>EMERGENCY CONTACT</u> The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.
- 45. <u>SUPERVISION AND DIRECTION OF WORK</u> The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in

accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.

- 46. <u>INSPECTION</u> Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.
- 47. <u>TERMINATION FOR DEFAULT</u> The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- 48. <u>TERMINATION FOR CONVENIENCE</u> This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
- 49. <u>EMPLOYEES</u> The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
- 50. <u>NON-WORK DAY</u> The City observes the following holidays: New Year's Day, Martin Luther King's Birthday,

President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager, a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

51. **LANGUAGE** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

52. IMMIGRATION REFORM AND CONTROL ACT The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

53. EQUAL EMPLOYMENT OPPORTUNITY Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- 54. ETHICS REQUIREMENTS In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
- 55 DRAWINGS TO BE FOLLOWED The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.

- 56. <u>CERTIFICATION</u> Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.
- 57. DECISIONS AND EXPLANATIONS BY PROJECT MANAGER The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.
- 58. WORK TO BE DONE AND MATERIALS TO BE FURNISHED The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.
- 59. NOTIFICATION TO OTHER AGENCIES The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.
- 60. <u>PERMITS AND REGULATIONS</u> Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor

ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

- 61. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.
- 62. <u>SERVICE OF NOTICES</u> The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
- 63. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

64. <u>CARE AND PROTECTION OF WORK</u> From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final

estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.

- 65. ABANDONMENT OF OR DELAY IN WORK If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.
- 66. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
- 67. **NO WAIVER OF CONTRACT** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
- 68. <u>DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES</u> The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.
- 69. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the

Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.

- 70. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.
- 71. EXTRA COSTS If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
- 72. CONTINGENT ITEMS & QUANTITIES Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.
- 73. <u>CHANGES IN THE SCOPE OR EXTRA WORK</u> The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon. The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.

- 74. FORCE ACCOUNT WORK When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:
 - A. <u>Labor</u>. For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
 - B. <u>Materials.</u> For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.
 - C. Equipment. For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.
 - D. <u>Materials and Supplies Not Incorporated in the Work.</u> For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
 - E. <u>Subcontractors</u>. The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
 - F. <u>Superintendence</u>. No additional allowance shall be made for general superintendence,

the use of small tools, or other costs for which no specific allowance is herein provided

G. <u>Contractor's Fixed Fee</u>. The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay <u>10</u> percent of <u>A</u> as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of <u>65</u> percent of <u>A</u>, which shall include, but not be limited to the following:

(1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and

(2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed <u>10 percent of B</u>. unless specifically authorized by the Project Manager in advance of the work; <u>5 percent of D</u>., <u>and 5 percent</u> <u>of E</u> with the exception of that portion chargeable to equipment as defined above.

- H. <u>Compensation</u>. The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.
- I. <u>Statements.</u> No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices. (3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.

(4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a forceaccount basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

- 75. <u>ALLOWANCES</u> Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.
- 76. **PROGRESS PAYMENTS AND RETAINAGE** The Contractor shall submit a detailed application for payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City's title to such materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for "big ticket" items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an

appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

No Certificate of Payment or partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

77. <u>FINAL PAYMENT REQUEST</u> Upon reaching substantial completion, as defined by receipt of occupancy permit or when all related punch list items have been completed, whichever date is later, the Contractor may submit a written Application for Final Payment. All supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

Within thirty (30) days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

- An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
- 2. Consent of surety to final payment, and
- If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;
- 4. All punch list items are completed to the satisfaction of the Project Manager.

If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

- 78. <u>RELEASE OF RETAINAGE</u> Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.
- 79. <u>**GUARANTEES** / WARRANTIES</u> All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents.
- 80. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

81. <u>Substantial Completion</u>. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial

completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of а document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

- 82. TRANSFER OF TITLE The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.
- 83. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.
- 84. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
- 85. <u>NO LIMITATION OF LIABILITY</u> The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
- 86. PRESERVATION OF MONUMENTS AND TREES The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.
- 87. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and

satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.

- 88. <u>HAZARDOUS AND TOXIC SUBSTANCES</u> Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.
- 89. MAINTENANCE OF VEHICULAR TRAFFIC (if applicable Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

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

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

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense. The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

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

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

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

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

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

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

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

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

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

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSHA Standard Specifications for Construction and Materials.

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

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

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

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

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

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

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

<u>Barriers:</u> Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

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

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

- 90. **PARKING, STORAGE AND STAGING AREAS** Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Manager. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.
- 91. **PEDESTRIAN TRAFFIC** Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.
- 92. <u>HANDICAP ACCESS</u> Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.
- 93. <u>TOILET FACILITIES</u> Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this solicitation.
- 94. STAKEOUT-CONSTRUCTION CONTROL Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s. P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-I I(H), entitled "Construction Stakeout By Contractor."

The provisions therein are primarily for pipeline stakeout. The Contractor's responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

<u>Method of Measurement and Payment</u> Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

<u>Grade Sheet by Contractor:</u> Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves is to be at intervals of 25 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contrast and no extra compensation will be paid.

- 95. DEBRIS Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.
- 96. <u>CLEAN UP</u> In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street,

footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

.INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must electronically submit to the Purchasing Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

	Type of Insurance	Amounts of Insurance	Endorsements and Provisions	
1. 2.	Workers' Compensation Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.	
3. b. c. d. e. f. g.	Commercial General Liability Bodily Injury Property Damage Contractual Liability Premise/Operations Independent Contractors Products/Completed Operations Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.	
4. a. b. c.	Automobile Liability All Owned Autos Hired Autos Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.	
5.	Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.	
6.	Professional Liability	Each Occurrence/Aggregate: \$1,000,000		

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER The Mayor and Council of Rockville (Contract #, title) City Hall 111 Maryland Avenue Rockville, MD 20850

SPECIAL PROVISIONS

These Special Provisions are hereby made a part of the contract. In case of conflict with the terms and conditions or the Specifications of the City of Rockville, Montgomery County Government, the Washington Suburban Sanitary Commission, the Maryland State Highway Administration, the Maryland Department of the Environment or the Montgomery Soil Conservation District, the Special Provisions shall govern.

PROJECT DESCRIPTION

The project creates bike lanes and on-street parking on North Washington Street between MD 355 and MD 28, and on East Middle Lane between North Washington Street and MD 355. It also includes widening the sidewalk on the south side of East Middle Lane between North Washington Street and Maryland Avenue.

The project includes furnishing of all materials, labor, equipment, tools and services, and all other associated work as shown on the Construction Drawings and included in these documents.

The project does not include milling and overlay on Washington Street and E. Middle Lane within the project limits. The milling and overlay will be done by others. The awarded Contractor shall communicate with the City's Construction Management in advance to schedule and complete the pavement markings after the overlay.

CONTRACT TERM

The awarded Contractor shall commence work within 10 working days from the date of issuance of the Notice to Proceed (NTP).

The awarded Contractor shall complete all work within 200 calendar days of the date of the Notice to Proceed.

NOTICE TO PROCEED AND COMPLETION SCHEDULE

The specified completion date and time shown herein below is to be strictly adhered to unless authorized or directed otherwise in writing by the Chief of the Construction Management Division, DPW. The completion date, where specified, has an allowance for inclement weather and holidays. Time extensions for unusual conditions causing project delays not covered in these special provisions will be subject to the conditions covered under the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS; however, no compensation above that indicated herein for specific items shall be paid to the Contractor for any delay, regardless of the source of delay.

The Contractor shall provide a bar-chart schedule at the Project Kick-Off Meeting or at such time as directed by the Chief of Construction Management, but not more than once per month or with any change order. In addition, the contractor shall verbally provide updates to the Project Inspector as requested.

CONSTRUCTION WORK HOURS

Work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Working outside of these hours must first be approved by the City. Work on any street, other than secondary residential (generally 26' in width) shall be limited to 9:00 am to 3:30 pm Monday through Friday. No work shall be permitted outside these hours unless written approval is obtained from the Chief, Construction Management Division or his designee. This also applies to construction related activities such as dewatering or pumping where construction crews may not be on site.

COVID-19 PRECAUTIONS DURING CONSTRUCTION

During COVID-19, special precautions are required during construction, as recommended by the Centers for Disease Control (CDC) website at:

https://www.cdc.gov/coronavirus/2019/ncov/community/organizations/constructionworkers.html and summarized below:

- Wear face coverings at all times, whether working inside or outside;
- Limit close contact with others by maintaining a distance of at least 6 feet, when possible;
- Clean and disinfect frequently touched surfaces such as shared tools, machines, vehicles and other equipment, handrails, ladders, doorknobs, and portable toilets. Clean and disinfect frequently touched surfaces periodically throughout the shift but also:
 - At the beginning and end of every shift; and
 - After anyone uses a shared vehicle, tools and/or workstation.
- Limit tool sharing if possible;
- Practice proper hand hygiene by cleaning hands often, to include:
 - o before and after work shifts and breaks; after blowing your nose, coughing or sneezing;
 - Before putting on and removing eye and/or face protection (face masks, safety glasses, goggles, etc.); and
 - Use hand sanitizer (minimum 60% alcohol) as much as possible when not able to use a sink.
- Notify Contractor supervisor and stay at home if experiencing any symptoms (refer to CDC website for list of symptoms);
- Follow CDC-recommended steps if one of the contractors becomes sick and do not allow the person to return to work until the criteria to discontinue home isolation are met, as per the CDC website.
- Notify City's Project Manager of any positive COVID cases that are reported onsite from a City facility, to allow for appropriate contact tracing.

The Contractor should also abide by OSHA COVID-19 standards, found at: https://www.osha.gov/SLTC/covid-19/

Since the Rockville WTP is located in Montgomery County, also refer to their COVID-19 policies/procedures found at:

https://montgomerycountymd.gov/covid19/reopening/

and

https://www.montgomerycountymd.gov/covid19/

CONTRACT DOCUMENTS

In addition to the requirements of GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, Item No. 40, in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

- Change Orders
- Addenda
- General Conditions and Instructions to Bidders (City of Rockville)
- Technical Specifications
- Special Provisions
- Drawings
- Standard Details by others
- City of Rockville Standard Details for Construction
- Applicable Standards listed below

Any questions, requests for information or revisions to the specifications must first be reviewed and approved by the City of Rockville.

APPLICABLE STANDARDS

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and recommendation of the following documents in the following order of precedence. In the event of conflict, the City's determination shall govern.

- City of Rockville Standards and Details for Construction, latest edition.
- Washington Suburban Sanitary Commission, General Conditions and Standard Specifications, latest edition.
- Montgomery County Department of Public Works and Transportation Design Standards, latest edition.
- Montgomery County Department of Permitting Services, Water Resources Division, Standard Details, latest edition.
- Maryland Department of Transportation, State Highway Administration's (MDSHA) "Standard Specifications for Construction and Materials" including all errata and addenda thereto and additions included in these special provisions, latest edition.
- MDSHA Book of Standards and Standard Specifications for Construction and Material, latest edition.
- MDSHA Manual on Uniform Traffic Control Devices for Streets and Highway (MD-MUTCD) and Temporary Traffic Control Typical Applications (TTCTA), latest edition.
- Maryland Department of the Environment (MDE) Soil Erosion and Sediment Control Regulations, latest edition.
- American Society for Testing and Materials, (ASTM) Standards, latest edition.
- American Water Works Association Standards (AWWA) Standards, latest edition
- American Association of State Highway and Transportation Officials, (AASHTO) Standards, latest edition
- American Concrete Institute (ACI) Standards, latest edition.

All references to the State of Maryland, State, S.R.C, State Roads Commission, State Highway Administration or Commission in the Special Provisions, Technical Specifications or Book of Standards shall be interpreted to refer to the City of Rockville Department of Public Works.

PERMITS

The Contractor is responsible for implementation and compliance with all conditions of all permits as listed below:

- **City of Rockville Sediment Control Permit-** This City permit is issued by the Department of Public Works and is attached in Appendix A;
- **City of Rockville Forestry Permit-** This City permit is issued by the Planning and Development Services Department and it is attached in Appendix A. Approved Landscape Plans are also attached in Appendix A;

The Contractor is responsible for all reporting, inspection requests, documentation and notifications associated with these permits. Compensation for implementation of the requirements of the above permits is to be included in appropriate bid items and no special compensation will be made.

PROJECT KICK-OFF MEETING AND PRE-CONSTRUCTION MEETINGS

Upon issuance of the Purchase Order, the Contractor shall arrange a pre-construction meeting between the Contractor, the design engineer's representative, and appropriate City staff, including the Chief of Construction Management, Project Inspector, appropriate Permit Inspector and Public Works Project Manager. The contractor shall provide the pre-construction meeting at least 10 business days' notice. No compensation will be made by the City to the Contractor for meetings.

All subsequent notifications for inspection and coordination with the City are the responsibility of the Contractor.

EMERGENCY CONTACT INFORMATION

The Contractor shall provide the name(s) and phone number(s) of a representative(s) of the Contractor who can be reached in case of an emergency. This shall be submitted to the City prior to the start of construction.

EMERGENCY INFORMATION

The Contractor shall post information concerning emergency medical, fire, rescue and hazardous waste phone numbers from which personnel on the site can obtain information if needed. The Contractor shall also list the name and number of at least two representatives of the Contractor who can be reached in case of an emergency. The representatives must be fluent in English. The emergency information shall be in a central position, so it is visible and accessible 24 hours a day. The emergency information shall be posted for the entire length of the Contract.

SITE CONDITIONS

The Contractor shall visit each work site prior to performing the work to verify the existing conditions.

PUBLIC UTILITIES

Comply with MDSHA Specifications under Sections GP 5.05, and GP 7.17 regarding public utilities.

It shall be the Contractor's responsibility to cooperate to the fullest extent possible with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. All utilities, unless provided for on the contract drawings, shall be relocated or constructed by their respective owners.

The location of existing utilities shown on the plans and profiles are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. All test pits must be completed in coordination with the City and the affected utility companies. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities.

The Contractor shall notify the utility owner and City when previously unknown or different utilities are encountered. The Contractor shall support and protect existing utilities whether or not shown on the plans at no additional cost to the City. The Contractor shall not receive compensation for the temporary relocation of or temporary installation of utilities that are constructed for the convenience of the Contractor.

In case of any damage to utilities by the Contractor, either above or below ground, the owner shall be immediately notified. The Contractor shall arrange for restoration of such utilities to a condition equal to that which existed before the damage was done, by repairing, rebuilding, or otherwise restoring as may be directed, and at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing his bid, the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of his contract. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments.

All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated pay item.

CONTACTS

The following utility companies and City departments may be affected by this project. It shall be the Contractor's responsibility to notify all utilities and/or City departments and coordinate his construction operations with them to avoid unnecessary delays.

City of Rockville – Forester Ms. Paula Perez 240-314-8705 **City of Rockville – Chief of Traffic and Transportation** Mr. Emad Elshafei

240-314-8508

City of Rockville – Chief, Construction Management

Mr. Mike Wilhelm 240-314-8542 mwilhelm@rockvillemd.gov

City of Rockville – Operations & Maintenance Superintendent

Mr. Steve Sokol 240 -314-8567

City of Rockville – Project Inspector

Mr. Taylor Bradley 240-314-8545 tbradley@rockvillemd.gov

City of Rockville – Sediment Control Inspector

Mr. Arthur Simpson 240-314-8700

City of Rockville – DPS Forestry Inspector

Mr. Shaun Ryan 240-314-8233

City of Rockville – Civil Engineer

Mr. David Waterman 240-314-8528

City of Rockville - Project Manager

Mr. Daniel Seo 240-314-8510

City of Rockville – Water and Sewer Utilities 240-314-8567

MISS UTILITY 1-800-257-7777 or 811

Transcontinental Gas 410-465-0960

Verizon 1-800-837-4966

Washington Gas Company 844-927-4427 Washington Suburban Sanitary Commission (WSSC) 301-206-4001

For Locations of Utilities, call "MISS UTILITY", at 811, 1-800-257-7777 or http://www.missutility.net/

Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance and coordinate any required service interruption with the owner and City. For any water service shut-down, the Contractor must provide at least 21 calendar days' notice such that the City can provide proper notification. The Contractor shall be responsible for contracting Miss Utility for the location of all utilities prior to the start of work.

PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement in the course of construction; to provide warning signs as directed by the City for personnel and the public. Costs associated with this work are incidental to the work and no specific payments will be made.

SITE ACCESS

Access to the site is by public streets and thoroughfares. After the completion of the project, all roads, driveways, parking lots, sidewalks, landscaping, fences, utilities, structures, buildings, lawns and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. Costs associated with this work shall be included with the appropriate Pay Item.

Access to parks, easements across private property and other City-owned property in wooded areas must be coordinated with the City and the private property owners prior to the Contractor entering the property.

ACCESS TO ADJACENT PROPERTIES

Access must be maintained to all properties abutting this project at all times. All work affecting private properties is to be coordinated with the property owner by the Contractor. The Contractor shall maintain access to private driveways at all times unless specifically approved in advance by the City.

ENTERING PRIVATE PROPERTY TO PERFORM WORK

The Contractor shall carefully examine the plans provided to ensure a clear understanding of the private property limits and work limits. Under no circumstances shall the Contractor enter beyond the specified limits or perform any work that affects private property without advance notice to and permission from the private owner and the City.

PRESERVATION AND RESTORATION OF PROPERTY & MONUMENTS

The Contractor is to carefully examine the plans provided with the contract drawings to ensure a clear understanding of the private property limits and work limits. The Contractor shall not enter upon private

property for any purpose without first obtaining permission from the City and written permission from the property owner. The Contractor shall be responsible for the preservation of all public and private property, including but not limited to plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement, along and adjacent to the work areas, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures and must protect carefully from disturbances or damages all land monuments and property markers until the Project Inspector has witnessed or otherwise referenced their locations. All disturbed monuments and markers must be reset to their correct location by the Contractor at no additional compensation.

The Contractor shall be responsible for all damages or injury to public or private property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to the non-execution of said work, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor must restore, at its own expense, such property to a condition similar or equal to rebuilding or otherwise restoring as may be directed by the City, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property in a reasonable amount of time, or make good such damage or injury the City may, upon 24 hours' notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. City crews or another Contractor may accomplish said work.

After the completion of the project, all plants (trees, shrubs, and seasonal vegetation), lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities and other facilities not designated for removal, relocation or replacement that are damaged by the Contractor's actions shall be restored to the same condition or better. Prior to any construction activities, it is the Contractor's responsibility to document any existing damage or conditions indicative of substandard facilities. The Contractor shall provide pre-project photographs or videotape of the project work areas to the DPW Project Inspector. Costs associated with this work are incidental to the work and no specific payments will be made.

All of the requirements outlined above shall be considered incidental to this contract and no special compensation shall be paid.

SITE CONDITIONS

The Contractor shall visit each work site prior to performing the work to verify the existing conditions.

CONTRACTORS STAGING AND STORAGE

The Contractor will establish temporary staging areas as approved by the City. Cleanup of each staging area shall occur daily. Contractor shall cover topsoil, stone, and aggregate stockpiles with tarps to prevent sedimentation of the street.

Submit a sketch (a marked up set of plans is acceptable) and brief description for approval by the Chief of Construction Management showing the location of equipment and materials, location of portable sanitary toilet, and means and methods to protect pedestrians and existing public facilities (including trees) within

the area as shown on the plans. This plan may have to be approved by the City Forester, if any grassed or tree areas will be utilized.

There shall be no payment for this work. It shall be considered incidental to the contract.

TEMPORARY UTILITIES

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for temporary utilities as may be required for the execution of this contract. As needed, the Contractor through direct local arrangements must obtain temporary electric service for the purpose of this contract with the electric company, PEPCO. The Contractor shall furnish and install all necessary temporary service drops, wiring, connections, etc., necessary for temporary service required by the Contractor. All costs associated with any temporary electric service required by the Contractor are considered incidental to other pertinent pay items. This item shall not be measured for payment.

The Contractor shall, at the beginning of the project, provide suitable temporary sanitary toilet facilities on the premises, in accordance with the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS. The City shall approve the location of the sanitary toilet.

POSTING PARKING RESTRICTION SIGNS

The Contractor shall be responsible for furnishing adequate personnel, equipment and sign stakes as necessary to post City furnished parking restriction signs a minimum of 48 hours and no more than 72 hours in advance of the construction operations for that particular portion of that street. The Contractor shall coordinate the schedule in advance with the City and shall mark the signs with the appropriate restriction dates. Parking may not be restricted for more than three consecutive dates without prior written City approval. Towing of parked vehicles shall be the responsibility of the Project Inspector only. Vehicles will not be towed unless the Project Inspector has verified that the proper parking restriction signs were posted a minimum of 48 hours in advance. The Contractor shall be responsible for revising the dates on the signs in the event of delays in the schedule and for the prompt removal of the signs when the construction operation is complete. The signing operation shall be closely coordinated with the Project Inspector and no signs shall be marked, posted, revised, reposted, or removed without the Project Inspectors advanced authorization. Signs and stakes shall be carefully removed and revised and reused until otherwise authorized by the Project Inspector.

Stakes shall be 2-inch x 2-inch, four (4) feet long, driven a minimum of one foot into the ground or until stable.

Signs must be spaced no more than forty (40) feet apart. Where street trees exist and it is determined that their use will not damage the tree, the signs shall be placed approximately four (4) feet above the ground. Where no street trees are available, signs must be placed on stakes provided by and installed by the Contractor. Black waterproof indelible markers shall be provided by and used by the Contractor and numbers shall be large and legible.

No special compensation shall be paid to the Contractor for the posting of the no parking signs and shall be considered incidental to the appropriate pay item.

CONSTRUCTION STAKEOUT AND AS-BUILTS

Construction Stakeout shall be in accordance with Section 107 of the Maryland SHA Standard Specifications for Construction and Materials (2018, or current), with the following exceptions:

The Contractor shall be responsible for all construction stakeout.

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

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept on-site at all times. Any deviations from approved plans shall be marked, in red, on the as-builts. As-built information shall consist of any deviation to the approved plan such as grading limits, slopes, types/length/height of restoration features, and any modifications to typical details. Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved.

The City will provide an electronic CAD file of the layout information for the Contractor. The Contractor must complete an agreement for receipt of the electronic file.

AERIAL ELECTRIC LINES

The Contractor shall be aware that State law requires that a 10-foot radial clearance shall be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws, the State law shall be considered the minimal distance.

TRAFFIC/PEDESTRIAN CONTROL

All work shall be accomplished in a manner to minimize obstruction to vehicular and pedestrian traffic. The Contractor shall abide by the conditions for construction traffic, as set forth in the latest edition of the Maryland Manual on Uniform Traffic Control Devices, U.S. Department of Transportation Work Zone Traffic Control and/or the Project Inspector's directives. All sidewalk closures shall have signage which directs pedestrians to open sidewalks.

NOISE CONTROL MEASURES

All work must comply with the noise ordinance requirements for Montgomery County. A copy of the ordinance enforced by the Department of Environmental Protection (DEP) is attached to these contract documents in Appendix B for observation and compliance. With City approval, the Contractor may request a waiver through Montgomery County. The Contractor is fully responsible to submit the request and comply with any conditions of the waiver approval. The Contractor shall consider the processing time of this request, which includes a public notice element, when scheduling their work.

WATER POLLUTION CONTROL MEASURES

The Contractor shall not discharge or permit discharge into the waters, canals, ditches, or drainage system any fuels, oil, bitumen, garbage, sewage or other materials which may be harmful to fish, wildlife or vegetation or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigation and complying with all applicable federal, state and local laws and regulations governing pollution of water. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

AIR POLLUTION CONTROL MEASURES

All fine-grained, loose materials hauled to or from this project shall be covered to prevent spillage and blowing. Material, which is not covered after notification by the City, will not be accepted for use on this project. This material will not be included in measurement for payment.

Burning will not be permitted.

ENVIRONMENTAL PROTECTION MEASURES

Impervious barriers, (i.e., plastic, metal drip pans, etc.) shall be placed under any compressors, generators, welding machines, etc., to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. Any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the work shall be immediately removed and cleaned up by the Contractor. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the City and the Maryland Department of the Environment (MDE). If the City has to remove the oils, solvents, organic compounds, or earth, the City may deduct the costs of removal and clean up from the total contract amount owed the Contractor.

EROSION AND SEDIMENT CONTROLS

The Contractor is responsible for adhering to the City's laws and ordinances regarding sediment control. The Contractor shall be responsible for coordinating all work, and for notifying the City:

- Upon installation of all erosion and sediment control devices to schedule a "Notice to Proceed" inspection prior to commencing work.
- Prior to removing sediment control devices; and
- Upon completion of final grading, establishment of ground covers and approved land stabilization.
- During the progression of all work, the Contractor shall make periodic inspections and maintain sediment control devices, including cleaning and routine maintenance as directed or necessary, to ensure that the intended purpose is accomplished. Under no circumstances shall sediment be allowed to enter private properties, storm drains, or City waterways.

When directed in the field by the Project Inspector, the Contractor shall be required to make adjustments in location and/or increase or decrease quantities of sediment control measures and provide temporary stabilization measures.

All sediment control measures shall be installed and maintained as shown on the Construction Documents in Engineering Drawings, Section VII, City of Rockville Standard Erosion and Sediment Control Notes, MDE Standards and Specifications for Soil Erosion and Sediment Control, in compliance with the MDE Notice of Intent (NOI) General Permit for construction activities, and as directed by the Project Inspector. Please refer to MDSHA "Standard Specifications for Construction and Materials" including all errata and addenda thereto and additions included in these special provisions, latest edition (i.e., 2017, section 308.02 Material and section 308.03 Construction).

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

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

The Contractor shall take all measures to control erosion and sedimentation at construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage

from erosion and sedimentation. All erosion and sediment control measures will be subject to approval by the City. All erosion and sediment control measures shall be implemented prior to any construction occurring. All temporary erosion and sediment control measures shall be removed within thirty (30) days after completion of construction and establishment of permanent erosion control.

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

Temporary protection shall be required for disturbed areas until final grading is completed and permanent vegetation is established; and shall consist of planting temporary grass cover or other vegetation when feasible. Other short-term protection shall include covering disturbed areas, stockpiles, and topsoil piles with a mulch of hay, straw or wood chips, stabilizing with netting, or covering with plastic sheets. Graded slopes and fills shall be limited to an angle and to lengths that will maintain stability and allow easy maintenance. Construction equipment shall not be operated in a way to make the land more susceptible to erosion, such as leaving tracks up and down slopes. Access roads shall be located and constructed so as to prevent erosion.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm drains/revetments are completed. Diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread water flow, shall control runoff. Compacted embankments, ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated.

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

FOREST AND TREE CONSERVATION REQUIREMENTS

The Contractor shall complete all forest and tree conservation requirements according to the approved contract documents:

- To protect and maintain existing forested areas and/or individual significant trees as provided by the contract documents and any directives of the City Forester.
- Promptly replace any existing trees designated to remain that are damaged or destroyed in the course of development.
- To plant the trees in accordance with the specifications of the Approved Plan.
- Perform all site preparation, including removal of pavements, structures, and inclusion of soil amendments, PRIOR to installing plantings.

Special attention must be given the existing landscape features and special care taken to protect the natural surroundings. The roots of such trees or shrubbery will not be cut unnecessarily. The Contractor will be required to root prune the tree roots, which extend into grading limits and/or from trees intended

to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description, which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery.

Any tree that in the opinion of the City, may be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or operations must be protected prior to the start of work by means acceptable to the City. Contractor must verify all saved trees prior to construction. Prior to commencing construction, all tree protection techniques must be approved by the City Forester's office.

Any tree, or landscape features scarred or damaged by the Contractor's operations must be removed, correctively pruned, restored or replaced as nearly as possible to the original conditions, as required by the Project Inspector and at the Contractor's expense. No ropes, cables or guys are to be fastened to or attached to any nearby trees for anchorage or in lieu of placing of dead men.

DAILY CLEAN-UP

The Contractor shall at all times keep the work areas clean and orderly and shall promptly remove all waste and rubbish. The daily debris shall be collected in covered containers and disposed of in proper fashion. All directions from authorized public officials having jurisdiction over health and safety shall be obeyed. The site will be "broom cleaned" at the end of each working shift. Open excavations may not be left unattended. Site must be secured each night.

The Contractor shall clean every street upon which any work has been performed under this contract on a daily basis. The cleanup shall be accomplished by use of a vacuum assisted sweeper truck, manual (push) broom sweeping or other method as directed and or approved by the Project Inspector. Under no circumstance shall the contractor use compressed air or jet water sprays for cleanup purposes.

SAMPLING AND TESTING OF MATERIALS

Unless provided elsewhere in the contract documents, all required sampling and material testing shall be the responsibility of the Contractor. No separate payment will be made, and the costs shall be incidental to the appropriate pay item. Testing shall be in accordance with applicable Notes shown on the Construction Documents in Engineering Drawings, Section VII.

The City reserves the right to test all materials and construction separate from and in addition to the specific requirements dictated in this contract. Testing shall be generally limited to:

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

Employment of a testing agency in no way relieves the Contractor of his responsibility and obligation to comply with all aspects of this contract and to perform all work in a proper, acceptable and workman like manner and doing all such work in full compliance with these contract documents.

SUBMITTALS OF MATERIALS

The Contractor shall submit two (2) copies of all delivery tickets, shop drawings, inspection, testing or certification reports, obtained approvals or permits, and other submittals required for this project to the Chief of Construction Management.

INSPECTION AND CERTIFICATION

All materials shall be subject to inspection or test by the City prior to installation and no previous certification or inspection shall bar rejection if the material is found to be inferior, damaged or defective. The certification requirements may be waived for any or all of the materials at the discretion of the City.

INSPECTION AND REPAIRS

The City reserves the right to inspect any and all work either in progress or completed. All work shall be inspected prior to backfill. Any portion of the work that is backfilled prior to inspection shall be uncovered at the contractor's expense to enable the Project Inspector to adequately inspect. If the work is found to be unsatisfactory or in conflict with the provisions in these specifications the City may hold back payment for work completed. The Chief, Construction Management, DPW will give written notification of the unsatisfactory work to the contractor. The Contractor shall have no more than ten (10) days to correct the condition.

CONTRACTOR SUPERVISION

The Contractor shall supervise and direct all work under the contract. A qualified individual shall be designated in writing to act on behalf of the Contractor. This individual shall be present on the site at all times as required to perform adequate supervision and coordination of the work, including work performed by subcontractors.

DISPOSAL OF MATERIALS

All excess or removed materials from excavation operations shall become the property of the Contractor and shall be removed from the site and legally disposed off-site. Burning or burial of materials on site is not permitted.

CONTRACTOR'S EMPLOYEES

Contractor's employees are to present a professional appearance, shall be neat, clean, well groomed, courteous, and conduct themselves in a respectable manner while performing duties and while on City and/or private property.

The Contractor's employees shall conduct themselves in a professional manner. They shall minimize their impacts to the surrounding properties, including when they arrive to the site, take breaks, eat lunch and depart the site. Contractor's employees shall be respectful and polite to inquiries from residents or individuals not associated with the project. Any inquiries beyond basic information should be referred to the City. The Contractor shall inform the City of any inquiries that occur that is beyond providing basic information.

The Contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, and emergency telephone numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

The City reserves the right to request that the contractor remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

SUB-CONTRACTORS

The Contractor shall have the right to sub-contract but shall be fully responsible and cannot be relieved of any liability under this contract on account of any sub-contractor. All sub-contracting must have prior written City approval. The City reserves the right to approve or reject any sub-contractor.

Nothing contained in the contract documents shall create any contractual relationship between the owner and any subcontractor or sub-subcontractor. Vendors who will subcontract the delivery, installation, or any other portion of the work herein described will submit, prior to construction, the following information:

A description of the items to be subcontracted, and the subcontractor's name, address, and telephone number. During the life of the contract, the Contractor shall provide the name, nature, and extent of all subcontractors.

Subcontractors shall be considered an agent of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.

CHANGES IN WORK

If an event arises which the contractor considers may result in the addition, deletion or modification to the contract, the Contractor shall notify the City prior to commencing work under that change. All such changes, or additional work must be authorized in writing by the City prior to starting such work.

INVOICES AND PAYMENT

The Contractor shall submit a detailed invoice to the Chief of Construction Management, DPW for payment at the end of each month for all work completed and accepted by the City during that month. The Contractor shall attach to each monthly invoice, all required documentation of testing results.

LANDSCAPING WARRRANTY BOND

The Contractor shall provide a warranty bond for all landscaping provided in pay items 7004 and 7005. Bond shall be in the amount equivalent to the total bid for pay items 7004 and 7005. The bond shall be posted at the completion and acceptance of the entire project. Bond shall be in effect for two years. Bond should guarantee 100 percent survival rate on all trees 2" and larger and guarantee 85 percent survival rate on other landscaping. Retainage will not be released until this bond is received and approved by the City Attorney's Office. Cost of bonds will not be paid separately but shall be incidental to the amount of the landscaping items 7004 and 7005. attach to each monthly invoice, all required documentation of testing results.

TECHNICAL CONTACT/PROJECT MANAGER

Daniel Seo, Principal Transportation Engineer Department of Public Works 111 Maryland Avenue Rockville, MD 20850 Telephone 240-314-8510 Email: dseo@rockvillemd.gov

WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

TECHNICAL SPECIFICATIONS

The following professional certification pertains to the technical specifications, items, and estimated quantities for the Washington Street and East Middle Lane Road Diet Project.

Professional Certification:

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the Laws of the State of Maryland.

Maryland License No.: 39917 Expiration Date: //18/23

ONA 19999111111

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TECHNICAL SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation State Highway Administration's (MSHA) <u>Standard Specifications for Construction and Materials</u> dated 2021, revisions thereof or additions thereto (special provision inserts included).

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

CONSTRUCTION STAKEOUT AND AS-BUILTS

Construction stakeout shall be in accordance with Section 107 of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, dated 2021, with the following exceptions:

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

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

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

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

<u>Method of Measurement and Payment</u> Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

<u>Grade Sheet by Contractor:</u> Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves shall be at intervals of 10 feet or less unless otherwise specifically authorized by the Project Manager. This work is considered incidental to the contrast and no extra compensation will be paid.

TESTING OF MATERIALS

The City reserves the right to test installed or delivered materials for compliance with the contract documents. The Contractor will accommodate the City testing needs, and replace non-compliant work at no additional cost. Testing may include:

- Taking and / or collecting samples of soil or other backfill materials for proctor tests,
- Performing material lab tests,

- Performing compaction tests on site,
- ITaking concrete cylinder samples and testing compression strength.

TRAFFIC CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the 2021 MDSHA Standard Specifications for Construction and Materials.

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

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

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

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

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

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

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

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

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

EROSION AND SEDIMENT CONTROLS

All erosion and sediment controls shall be constructed according to the contract documents, approved plans, and the Maryland Department of the Environment's 2011 Maryland Standards and Specifications for Soil and Erosion Control. The contractor shall implement and maintain the controls as directed by the City Inspector.

The Contractor shall furnish and install erosion and sediment control and protect the integrity of the erosion control measures installed. The erosion control measures shall be provided until such times

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

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

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

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

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

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

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

Access roads shall be located and constructed so as to prevent erosion. There shall be no specific pay item for temporary stabilization and it shall be considered incidental to the contract.

Controls for surface water runoff shall be constructed as early as possible to prevent the formation of gullies or rills. These controls shall be maintained during the entire construction period or until permanent storm drains are completed. Runoff shall be controlled by diversion channels or berms, slope drains, flow barriers, dikes or other structures, which retard or spread its flow. Compacted embankments; ditches, furrows or temporary diversions across slopes shall be provided to intercept runoff before it reaches erodible areas. Diversions and drains shall be directed into stabilized areas where the discharge can be spread out and dissipated. There shall be no specific pay item for diversions and surface water controls and it shall be considered incidental to the contract.

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

IFB # 10-22

SITE WORK

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

Saw cut existing asphalt or concrete according to Section 522.03 of Portland Cement Concrete Pavement Repairs and Section 505.03 Hot Mix Asphalt Patches of the Maryland Department of Transportation, State Highway Administration, Standard Specifications for Construction and Materials, dated 2021 and all addenda thereto.

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

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

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

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

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

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

MAINTAIN EXISTING UTILITIES

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

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

CARE OF WATER DURING CONSTRUCTION

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

MOBILIZATION

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

CONSTRUCTION STAKEOUT

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

MAINTENANCE OF TRAFFIC

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

5 INCH WHITE REMOVABLE PAVEMENT MARKINGS 5 INCH YELLOW REMOVABLE PAVEMENT MARKINGS 10 INCH YELLOW REMOVABLE PAVEMENT MARKINGS 12 INCH WHITE REMOVABLE PAVEMENT MARKING LINES 24 INCH WHITE REMOVABLE PAVEMENT MARKING LINES REMOVABLE LETTERS, SYMBOLS, ARROWS, AND NUMBERS

Contractor shall furnish and install removable 5" and 10" solid yellow, 5", 12" and 24" solid white pavement marking lines and letters, symbols, arrows, and numbers as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot for pavement marking lines and square foot for letters, symbols, arrows, and numbers, as specified in Section 104.11 of the MSHA Standard Specifications. The pavement marking material shall be in accordance with Special Provision Section 951 of the MSHA Standard Specifications.

<u>REMOVAL OF REMOVABLE LETTERS, SYMBOLS ARROW AND NUMBERS</u> <u>REMOVAL OF REMOVABLE PAVEMENT MARKING LINES – ANY WIDTH</u>

Contractor shall remove removable 5" and 10" solid yellow, 5", 12" and 24" solid white pavement marking lines and letters, symbols, arrows, and numbers as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot for pavement marking lines and per each for letters, symbols, arrows, and numbers, as specified in Section 104.11 of the MSHA Standard Specifications.

TEST PIT EXCAVATION

The Contractor shall excavate and backfill test pits to determine the location of underground structures and utilities. Test Pit Excavation will be measured and paid for at the Contract unit price per cubic yard for the material removed from within the limits specified. The payment will be full compensation for all excavation, tamped backfill, and all material, labor, equipment, tools, and incidentals necessary to complete the work. Any pavement to be replaced will be measured and paid for as specified in Section 106 of the MSHA Standard Specifications.

REMOVAL OF EXISTING PAVEMENT

Complete all demolition as shown on the plans and/or contract documents or as directed by the City and as specified in the SITE WORK section of the Technical Specifications. All materials shall be legally disposed of off-site. Concrete and Asphalt Demolition will be paid for at the contract square foot price.

EXCAVATION

Contractor shall perform excavation as specified in the Contract Documents or as directed by the Engineer and as specified in Sections 201 and 402 of the MSHA Standard Specifications. Excavation will not be measured, but will be incidental to the related installed work, including utilities, and sidewalk.

FILL

Contractor shall furnish and install borrow as specified in the Contract Documents or as directed by the Engineer and as specified in Section 203 of the MSHA Standard Specifications. Fill will not be measured, but will be incidental to the related installed work, including utilities, and sidewalk.

FURNISH AND INSTALL INLET PROTECTION

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

FURNISH AND INSTALL TYPE S COMBINATION INLET

Contractor shall furnish and install storm drain inlets as specified in the Contract Documents or as directed by the Engineer at the contract unit price as specified in Section 305 of the MSHA Standard Specifications. Inlets shall be measured and paid at the Contract unit price per each.

FURNISH AND INSTALL 6 INCH PVC PIPE

Contractor shall furnish and install 6" PVC underdrain and fittings as specified in the Contract Documents or as directed by the Engineer. Underdrain shall be measured and paid at the Contract unit price per linear foot.

FURNISH AND INSTALL 8 INCH WIDE TRENCH DRAIN

Contractor shall furnish and install 8" Swiftdrain 300 trench drain as specified in the Contract Documents or as directed by the Engineer at the Contract unit price per each. Payment of trench drain shall include installation, fittings, connectors, and all incidentals needed.

Each trench drain body shall include integral galvanized steel rails and be manufactured from a High-Performance Concrete (HPC) based material. Bodies have interlocking ends, a radiused extract for efficient liquid drainage and multiple anchoring ribs to securely hold the body into the concrete foundation. Each body is manufactured with an integral 0.1 6" thick, extra heavy duty, galvanized steel rails. Grate shall be heavy duty ductile iron (Load Class D). Grates are secured to the body with a four-point four-point bolting system.

AGGREGATE BASE COURSE

Contractor shall furnish and install aggregate base course using graded aggregate as specified in the Contract Documents or as directed by the Engineer as specified in Section 501 of the MSHA Standard Specifications. Aggregate Base Course will not be measured, but will be incidental to the related installed work, including curb, pervious sidewalk, and retaining walls.

5 INCH WHITE THERMOPLASTIC PAVEMENT MARKINGS 5 INCH YELLOW THERMOPLASTIC PAVEMENT MARKINGS 10 INCH YELLOW THERMOPLASTIC PAVEMENT MARKINGS 12 INCH WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LINES 24 INCH WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LINES

Contractor shall furnish and install 5" and 10" solid yellow, 5", 12" and 24" solid white pavement marking lines as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot for pavement marking lines, as specified in Section 549 and Special Provision Insert Section 553 of the MSHA Standard Specifications. The pavement marking material shall be in accordance with Special Provision Section 951 of the MSHA Standard Specifications.

WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LEGENDS AND SYMBOLS RIKE LANE PREFORMED THERMORI ASTIC DAVEMENT MARKING WITH

BIKE LANE PREFORMED THERMOPLASTIC PAVEMENT MARKING WITH ARROW SHARED BIKE LANE PREFORMED THERMOPLASTIC PAVEMENT

MARKING Contractor shall furnish and install pavement marking symbols as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot for pavement marking symbols, as specified in Section 549 and Special Provision Insert Section 553 of the MSHA Standard Specifications. The pavement marking material shall be in accordance to Special Provision Section 951 of the MSHA Standard Specifications.

GREEN BIKE LANE PAVEMENT MARKING PAINT

Contractor shall furnish and install solid green pavement marking paint as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot, as specified in Section 550 of the MSHA Standard Specifications. The pavement marking material shall be in accordance with Special Provision Section 951 of the MSHA Standard Specifications.

STANDARD TYPE "A" CURB & GUTTER - MC-100.01 DEPRESSED CURB ENTRANCE

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

4 INCH PLAIN CONCRETE SIDEWALK

Contractor shall furnish and install 4" concrete sidewalks and sidewalk ramps in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 603 of the MSHA Standard Specifications. The cost of the removal of existing

sidewalk or sidewalk ramps that will be replaced with new sidewalk or sidewalk ramps will be incidental to the Contract unit price for the new sidewalk.

IFB # 10-22

DETECTABLE WARNING SURFACE

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

925 of the MSHA Standard Specifications. The type of detectable warning surface shall be Type I, Cast-In-Place, and shall conform to the MSHA requirements and specifications. The cost of the removal of existing sidewalk or detectable warning surfaces that will be replaced with new cast-in-place detectable warning surfaces will be incidental to the Contract unit price for the new detectable warning surface.

9 INCH CONCRETE DRIVEWAY PAVEMENT

Contractor shall furnish and install 9" concrete driveway pavement in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot as specified in Section 520 of the MSHA Standard Specifications. The cost of the removal of existing pavement that will be replaced with new pavement will be incidental to the Contract unit price for the new pavement.

PRECAST CONCRETE CURB

Contractor shall furnish and install precast concrete barrier curb as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

FURNISH AND PLACING TOPSOIL 2 INCH DEPTH

Contractor shall furnish and place topsoil as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square yard as specified in Section 701 of the MSHA Standard Specifications.

TURFGRASS ESTABLISHMENT

Contractor perform work outlined in the Contract documents, or as directed by the Engineer at the contract unit price per square yard as specified in Section 705 of the MSHA Standard Specifications.

TREE REMOVAL

Contractor shall remove trees as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 714 of the MSHA Standard Specifications.

TREE PLANTING

Contractor shall plant trees as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 710 of the MSHA Standard Specifications.

LANDSCAPE PLANTING

Contractor shall furnish and install landscaping shrubs, and groundcover as specified in the Contract Documents or as directed by the Engineer at the contract lump sum price. The price shall include furnishing plantings in good health, planting, staking, root pruning, deer protection, watering, and fertilizing necessary to establish plantings in good health. Page 50 of 213

CONCRETE FOR POLE FOUNDATION

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

REMOVE AND RELOCATE PEDESTRIAN LIGHTING STRUCTURE

Contractor shall remove and reset on a new foundation existing light poles and luminaires as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 808 of the MSHA Standard Specifications.

FURNISH AND INSTALL SOUARE PERFORATED TUBULAR STEEL SIGN POSTS FURNISH AND INSTALL SOUARE TUBULAR ANCHOR BASES

Contractor shall furnish and install posts as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

<u>NO. 6 AWG STRANDED BARE COPPER GROUND WIRE</u> GROUND ROD – ¾ INCH DIAMETER, 10 FOOT LENGTH

Contractor shall furnish and install additional grounding systems, which includes ground wire and ground rods, as specified in the Contract Documents or as directed by the Engineer. No. 6 AWG Stranded Copper Ground Wire shall be paid for at the contract unit price per linear foot as specified in Section 804 and 810, and Ground Rod $-\frac{3}{4}$ " Diameter, 10' Length shall be paid for at the contract unit price per each as specified in Section 804 of the MSHA Standard Specifications.

<u>1" SCHEDULE 80 PVC CONDUIT – TRENCHED</u> <u>3 " SCHEDULE 80 PVC CONDUIT – TRENCHED</u> <u>2 " SCHEDULE 40 PVC CONDUIT – TRENCHED</u> <u>4" SCHEDULE 40 PVC CONDUIT – TRENCHED</u>

Contractor shall furnish and install 1", 2", 3" and 4" Schedule 40 and 80 Rigid PVC electrical trenched conduit and fittings as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in Section 805 and 809 of the MSHA Standard Specifications.

FURNISH AND INSTALL GROUND MOUNTED SIGNS

Contractor shall furnish and install signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

DISPOSE OF LIGHTING FOUNDATION

Contractor shall remove and dispose of existing concrete light pole foundations as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each.

FURNISH AND INSTALL ELECTRICAL SPLICE BOX

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

FURNISH AND INSTALL 6 FOOT DECORATIVE PEDESTAL POLE

Contractor shall furnish and install 6' decorative pedestal pole as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in Section 811 of the MSHA Standard Specifications.Page 51 of 213

<u>FURNISH AND INSTALL ELECTRICAL CABLE - 2 CONDUCTOR (ALUMINUM SHIELDED)</u> <u>FURNISH AND INSTALL ELECTRICAL CABLE - 2 CONDUCTOR (NO. 14 AWG)</u> <u>FURNISH AND INSTALL LOOP WIRE ENCASED IN FLEXIBLE TUBING (NO. 14 AWG)</u>

FURNISH AND INSTALL ELECTRICAL CABLE - 1 CONDUCTOR (NO. 10 AWG)

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

FURNISH AND INSTALL SAW CUT FOR SIGNAL (LOOP DETECTOR)

Contractor shall furnish and install sawcut for signal loop detector as specified in the Contract Documents or as directed by the Engineer at the contract unit price per linear foot as specified in the MSHA Standard Specifications

FURNISH AND AUDIBLE/TACTILE PEDESTRIAN PUSHBUTTON STATION AND SIGNS

Contractor shall furnish and install aps station as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in the MSHA Standard Specifications

FURNISH AND INSTALL 2-WIRE APS CENTRAL CONTROL UNIT

Contractor shall furnish and install aps control unit as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in the MSHA Standard Specifications

DISPOSE OF EXISTING SIGNAL EOUIPMENT

Contractor shall remove and dispose of existing signal equipment as specified in the Contract Documents or as directed by the Engineer at the contract lump sum price.

FURNISH AND INSTALL PARKING METER POLES

Contractor shall furnish and install parking meter poles and foundations as specified in the Contract Documents or as directed by the Engineer at the contract unit price per each as specified in the MSHA Standard Specifications. Meter poles and foundations shall be installed and constructed per Detail H on Sheet 4 of the plans, and the price shall include full depth sawcut, excavation, concrete forms, SHA Mix 3 concrete foundation, 2" I.D. galvanized pipe, backfilling, concrete sidewalk reconstruction, and any other incidental materials or activities required for this work.

REMOVE EXISTING GROUND MOUNTED SIGNS

Contractor shall remove and dispose signs as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

RELOCATE EXISTING GROUND MOUNTED SIGNS

Contractor shall remove and reset signs on a new post as specified in the Contract Documents or as directed by the Engineer at the contract unit price per square foot. Work shall be in accordance with Section 813 of the MSHA Standard Specifications.

SPECIAL PROVISION INSERTS

CATEGORY 100 PRELIMINARY

SECTION 101 — CLEARING AND GRUBBING

101.01 CLEARING AND GRUBBING

101.04 MEASUREMENT AND PAYMENT.

DELETE: The in its entirety.

INSERT: The following.

Clearing and Grubbing will not be measured but the cost will be incidental to the Lump Sum item for Maintenance of Traffic. The payment will be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

SECTION 104 — MAINTENANCE OF TRAFFIC

104.01 TRAFFIC CONTROL PLAN (TCP)

104.01.01 DESCRIPTION.

DELETE: The fourth paragraph sentence "Refer to contract Documents for Work Restrictions." in its entirety.

INSERT: The following.

Work Restrictions.

Work is not permitted on the following holidays indicated below with an "X", nor is work permitted on the day immediately preceding and immediately following the holidays indicated below with an "X".

- 🔀 New Year's Day, January 1
- Martin Luther King's Birthday, the third Monday in January
- President's Day, the third Monday in February
- Good Friday
- Easter Weekend
- Memorial Day, the last Monday in May
- X Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

Work is not permitted on the following weekend days indicated below with an "X".

- Saturdays, unless prior written approval is given by the Engineer
- Sundays, unless prior written approval is given by the Engineer

TEMPORARY LANE OR SHOULDER CLOSURE SCHEDULE			
ROADWAY	# LANE(S) / SHOULDER CAN BE CLOSED	DAY OF THE WEEK	CLOSURE PERIOD (TIME OF DAY)
All Roadways	0/1	Monday through Friday	9 AM to 3 PM
	1/1	Monday through Friday	9 AM to 3 PM

ADD: The following after the last paragraph, "Any monetary savings...and the Administration."

When closing, or opening a lane or shoulder on freeways, expressways, and roadways with posted speed ≥ 55 mph, ensure a work vehicle is closely followed by a protection vehicle (PV) during installation and removal of temporary traffic control devices. The PV shall consist of a work vehicle with approved flashing lights, either a truck-mounted attenuator (TMA) with support structure designed for attaching the system to the work vehicle or a trailer truck-mounted attenuator (TTMA) designed for attaching the system to the work vehicle by a Pintle hook and an arrow panel (arrow mode for multilane roadways and caution mode on two-lane, two-way roadways).

Temporary Traffic Control for shoulder work along freeways, expressways, and roadways with posted speed \geq 55 mph shall include the use of a PV. The PV shall be outfitted with a TMA or

TTMA as noted above and be positioned on the shoulder to protect the work area throughout the duration of the shoulder work operation.

The work vehicle size and method of attachment shall be as specified in the TMA/TTMA manufacturer's specification as tested under NCHRP and/or MASH Test Level 3.

When a temporary lane or shoulder closure is in effect, begin work within one hour after the lane is closed. For any delay, greater than one hour and no work in progress, remove the lane/shoulder closure. Ensure the Traffic Manager attends the Pre-Construction, Pre-Structural Steel Erection, Pre-Concrete Placement, Pre-MOT Shift, and Pre-Paving Meetings and is prepared to competently discuss traffic control, the Traffic Control Plan (TCP), and the procedures to be implemented for lane closures.

All closures shall be in conformance with the approved TCP and at the direction of the Traffic Manager and the Engineer.

Workers and equipment, including temporary traffic control devices needed for setting up a lane closure or restriction, are prohibited in the lane/shoulder to be closed or restricted before the time permitted in the Contract Documents unless otherwise approved by the Engineer.

Temporary traffic control devices to be used for lane/shoulder closure may be placed on the shoulder of the roadway by workers no earlier than _____ minutes prior to the actual time lane/shoulder closure or restriction is permitted. When temporary traffic control devices are being installed, ensure that all work vehicles involved in the installation display flashing lights that provide a 360-degree visibility of the vehicles. These lights shall remain on until the full installation of TTC devices is complete. Temporary traffic signs may be displayed to traffic at this time.

Workers shall not enter any lane open to traffic. Workers may be present on shoulders to prepare for lane closure setup no earlier than _____minutes prior to the actual time lane/ shoulder closures or restrictions are permitted. During preparation for the lane closure, ensure that all work vehicles at the site and involved in the installation of the lane closure or restriction display flashing lights that provide 360-degree visibility of the vehicles, as required by MD 104.01-18B. These lights shall remain on while the vehicle remains in the work zone and until the full implementation of the road closure or restriction is complete.

Restore all temporary lane or shoulder closures at the end of the closure period and ensure that no travel lane has been reduced to less than 11 ft on expressways, freeways and 10 ft on other roadways. Prior to opening the closed lane or shoulder, clear the lane or shoulder of all material, equipment, and debris.

Failure to restore full traffic capacity within the time specified will result in a deduction assessed in conformance with the following.

This is in addition to the requirements specified in TC-4.02.

The lane closure penalties for freeways are categorized by the District in which they are located.

ASSESSED DEDUCTIONS FOR FREEWAYS			
ELAPSED TIME, (MINUTES)	DEDUCTION		
For 1 Lane Closures			
1 – 10	\$ 100.00		
	\$50.00 per minute		
Each minute over 10	(In addition to original 10 minute		
	deduction)		
For 2 or more Lane Closures			
1 – 10 \$ 200.00			
	\$100.00 per minute		
Each minute over 10	(In addition to original 10 minute		
	deduction)		

For Districts 1, 2 and 6, the following fee structure will be followed:

For Districts 3, 4, 5 and 7, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR FREEWAYS			
ELAPSED TIME, (MINUTES)	DEDUCTION		
For 1 Lane Closures			
1 – 10 \$ 1,000.00			
	\$500.00 per minute		
Each minute over 10	(In addition to original 10 minute		
	deduction)		
For 2 or more Lane Closures			
1 – 10 \$ 2,000.00			
	\$1,000.00 per minute		
Each minute over 10	(In addition to original 10 minute		
	deduction)		

The lane closure penalties for other roads are categorized by intersection Level of Service. The penalty for other roads with Level of Service D, E or F is greater than that for Level of Service A, B or C.

For Level of Service A, B or C, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR OTHER ROADS		
ELAPSED TIME, (Minutes)	2 DEDUCTION	
For 1 Lane Closures		
1 – 10	\$ 150.00	
Over 10	\$75.00 per minute	

	(In addition to the original 10 minute	
	deduction)	
For 2 or more Lane Closures		
1 – 10	\$ 300.00	
	\$150.00 per minute	
Over 10	(In addition to the original 10 minute	
	deduction)	

For Level of Service D, E or F, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR OTHER ROADS			
ELAPSED TIME, (MINUTES)	DEDUCTION		
For 1 Lane Closures			
1 - 10	\$ 300.00		
	\$150.00 per minute		
Over 10	(In addition to the original 10 minute		
	deduction)		
For 2 or more Lane Closures			
1 – 10	\$ 600.00		
	\$300.00 per minute		
Over 10	(In addition to the original 10 minute		
	deduction)		

To modify the work restrictions, submit a request to the Engineer in writing with at least 72 hours notice. Do not implement any changes until written approval from the Engineer is received. Include a copy of the original work restrictions with the written request. The Engineer also reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents.

SECTION 104 — MAINTENANCE OF TRAFFIC

104.07 ARROW PANEL (AP).

104.07.01 DESCRIPTION.

DELETE: The second and third paragraphs "Furnish APs that are.....units unless otherwise specified" and "APs shall have bothdimmer device is operational.

104.07.03 CONSTRUCTION.

ADD: The following after the first paragraph.

Furnish APs that are self-contained, vehicle-mounted or portable, and approved. Use self-contained trailer units unless otherwise specified.

Provide APs that have both manual and automatic dimmer devices capable of reducing the light intensity by 50 percent. Periodically clean the photocells in order to prevent malfunctioning of the brightness control. Dimmer devices are mandatory during night operation. The devices shall include a fail-safe system that ensures maximum brightness during daytime operations and a reduction in brightness of up to 50 percent during periods of darkness, regardless of which dimmer device is operational.

The AP's shall provide full illumination within at least a 24-degree cone perpendicular to the panel face.

Power Supply. The AP shall operate from a solar powered electrical system and consist of battery power and solar array panels, and be capable of providing power supply to the AP for 21 consecutive days without auxiliary charge.

Arrow Board Type	Minimum Size	Minimum Legibility Distance	Minimum Number of Elements
А	48x24 in.	¹∕₂ mile	12
В	60x30 in.	³ ⁄4 mile	13
С	96x48 in.	1 mile	15
D	None*	¹∕₂ mile	12

<u>ADD</u>: The following after the Arrow Panel Lamp Options table.

* Length of arrow equals 48 in. width of arrowhead equals 24 in.

DELETE: (b) "Aim the AP at approaching......that the display is level".

INSERT: (b) "Aim the AP at approaching traffic in conformance with the minimum legibility distances specified above. Ensure that the display is level"

104.07.04 MEASUREMENT AND PAYMENT.

<u>DELETE</u>: The first paragraph in its entirety

INSERT: The following:

Arrow Panels will be not measured but shall be incidental to the Maintenance of Traffic Lump Sum item.

SECTION 104.08 — TEMPORARY TRAFFIC SIGNS

104.08 TEMPORARY TRAFFIC SIGNS (TTS)

104.08.04 MEASUREMENT AND PAYMENT.

DELETE: This section in its entirety.

INSERT: The following.

Temporary traffic signs will be not measured but will be incidental to the Maintenance of Traffic Lump Sum item. It includes furnishing the signs and supports, installation, relocation, maintenance, cleaning, replacement, removal, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

When no longer needed, temporary traffic signs and all associated materials shall be removed from the project site and become the property of the Contractor.

SECTION 104.11 — TEMPORARY PAVEMENT MARKINGS

104.11.01 DESCRIPTION

Furnish, install, and remove temporary pavement markings as specified or as directed by the Engineer. Markings include lines, letters, numbers, arrows, and symbols.

104.11.02 MATERIALS

Pavement Marking Paint951.01Black Out Tape951.02Removable Pavement Markings951.08

104.11.03 CONSTRUCTION

104.11.03.01 Quality Assurance/Quality Control. Refer to 549.03. Employ certified technicians to perform quality control testing. The Engineer will perform quality assurance checks by completing the Nighttime Visibility Evaluations per MSMT 729.

104.11.03.02 Warranty Period. Maintain and correct any defects in the pavement markings for a period of 180 days from the date of application for tape, thermoplastic or epoxy, and 60 days for paint. Replace defective pavement markings within this warranty period as necessary and as directed at no additional cost to the Administration. When paint is used as a temporary marking for a lane shift/closure that is to be greater than 60 days in length, it shall be reapplied every 60 days.

104.11.03.03 Application and Removal. Apply pavement markings per the manufacturer's recommendations and as specified. Apply markings in the same direction as the flow of traffic. Apply the markings to the locations specified or as directed.

Pavement markings may be applied to either new or existing paved surfaces. Apply markings to newly paved surfaces before traffic is allowed on the pavement.

For milling and paving operations, non-tape markings may be used for temporary markings between lifts and temporary raised pavement markings (RPM)s are not required. Use removable tape for temporary markings applied to the final surface.

When temperatures are too low to allow the placement of removable tape on the final surface, request a written exception for the use of other type of markings in lieu of removable tape.

Completely remove all non-applicable pavement markings within the travel way and adjacent to the travel way for lane shifts as necessary and as directed.

Surface Condition. Ensure the pavement surface is clean, dry, and free of all contaminants prior to applying any pavement markings. Remove all residual, loose or poorly applied pavement

markings as necessary and as directed.

Pavement Marking Removal. Completely remove all removable pavement markings prior to applying permanent markings. Remove any objectionable adhesive residue on stage construction or final surfaces of Portland cement concrete pavements by water blasting or other methods as approved. Do not use open flame to remove any pavement markings or adhesive residue. Remove all pavement markings in a manner that ensures there is no damage to the existing or final surface.

Black out Tape. Black out tape may be used for masking existing markings in accordance with MdMUTCD. Use to mask existing marking for temporary shift conditions of less than 14 days and where the traffic will return to the original alignment and markings. For shifts longer than 14 days, remove the existing marking by hydro blasting and replace with new permanent /final markings when original alignment returns.

Retroreflectance. The initial retroreflectance readings for temporary pavement markings shall be a minimum of 250 and 150 millicandelas/lux/square meter for white and yellow markings, respectively. The pavement markings will be monitored per MSMT 729 during the Warranty Period.

104.11.04 MEASUREMENT AND PAYMENT

Payment for Removable Pavement Markings, Removal of Removable Pavement Markings, Pavement Marking Paint, and the Removal of Existing Pavement Markings will be measured and paid for using one or more of the items listed below and as specified.

Payment will be full compensation for furnishing, placing, complete removal of lines, letters, numbers, arrows, symbols, and the removal of all residue. Payment will also cover maintenance and replacement of the markings during the 180-day period, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Removal and replacement of temporary pavement markings required beyond the 180-day period will be measured and paid for at the Contract unit price for the pertinent temporary pavement marking item.

Temporary markings replaced during the 180-day period as a result of plowing will be paid for at the Contract unit price for the pertinent temporary marking item, as determined.

- (a) Pavement Marking Paint-in width specified-per linear foot.
- (b) Removable Pavement Line Markings-in width specified-per linear foot.
- (c) Removable Letters, Symbols, Arrows, and Numbers per square foot.
- (d) Removal of Removable Pavement Marking Lines-any width-per linear foot.
- (e) Removal of Removable Letters, Symbols, Arrows and Numbers per each.
- (f) Removal of Existing Pavement Line Markings-any width per linear foot.
- (g) Removal of Existing Letters, Symbols, Arrows, and Numbers per each.
- (h) Blackout Tape Lines-in width specified-per linear foot.
- (i) Removal of Blackout Tape Lines-any width-per linear foot.

SECTION 104 — MAINTENANCE OF TRAFFIC

104.12 DRUMS FOR MAINTENANCE OF TRAFFIC.

104.12.02 MATERIALS.

169 **ADD:** The following to the end of the first paragraph.

Drums may include recycled plastic content. The drum base may contain up to 100 percent recycled content.

104.12.03 CONSTRUCTION.

ADD: The following to the end of the third paragraph. Damaged drums shall be recycled to the extent possible. The disposition of the damaged drums shall be provided prior to payment for any replacement drums. **104.12.04 MEASUREMENT AND PAYMENT.**

DELETE: This section in its entirety.

INSERT: The following:

Drums for Maintenance of Traffic will be not measured but will be incidental to the Maintenance of Traffic Lump Sum unit price. The payment will be full compensation for relocation, removal, replacement due to damage by traffic, and all material, labor, equipment, tools, and incidentals necessary to complete the work.

SECTION 104 — MAINTENANCE OF TRAFFIC

104.13 BARRICADES FOR MAINTENANCE OF TRAFFIC

104.13.04 MEASUREMENT AND PAYMENT. DELETE: This section in its entirety.

INSERT: The following:

Barricades for Maintenance of Traffic will be not measured but will be incidental to the Maintenance of Traffic Lump Sum unit price. The item will include warning lights (when needed), the maintenance and removal of any required warning lights, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

SECTION 104 — MAINTENANCE OF TRAFFIC

104.14 CONES FOR MAINTENANCE OF TRAFFIC.

104.14.02 MATERIALS.

DELETE: First paragraph on this page "Cones shall be...an upright position".

INSERT: The following.

All cones shall meet the latest MdMUTCD and be new or like new condition. All cones shall be orange in color. Cones shall be at least 28 in. high, 10 in. diameter at the inside of the base, and reflectorized with two white retroreflective stripes. The top stripe shall be 6 in. wide and located 3 to 4 inches from the top of the cone. The second stripe shall be 4 in. wide and located 2 inches below the top band.

Tall-Weighted Cones. When specified, tall-weighted cones shall be at least 42 in. high and 7 in. diameter at the inside of the base. Tall-weighted cones shall be manufactured of low density polyethylene (LDPE) and have four high performance wide angle white and orange retroreflective stripes. The stripes shall be horizontal, circumferential and 6 in. wide. Alternate stripe colors with the top stripe being orange. Any nonretroreflective spaces between the orange and white stripes shall not exceed 1/2 in.

104.14.03 CONSTRUCTION.

ADD: The following after the first paragraph "The Contractor's name...away from traffic".

Equip all cones with approved weights or anchor collars, (15 lb maximum) as needed to maintain an upright position. Anchor collars shall fit to the base of the cone. For tall-weighted cones use anchor collars weighing 10 to 30 lb.

SECTION 104.19 — PORTABLE VARIABLE MESSAGE SIGNS (PVMS)

104.19.04 MEASUREMENT AND PAYMENT.

DELETE: This section in its entirety.

INSERT: The following:

Portable Variable Message Sign for Maintenance of Traffic will be not measured but will be incidental to the Maintenance of Traffic Lump Sum unit price.

SECTION 104.23 — PROTECTION VEHICLE

104.23. 04 MEASUREMENT AND PAYMENT.

<u>DELETE</u>: This section in its entirety.

INSERT: The following:

Protection vehicle for Maintenance of Traffic will be not measured but will be incidental to the Maintenance of Traffic Lump Sum unit price.

SECTION 107 — CONSTRUCTION STAKEOUT

107.03 CONSTRUCTION.

DELETE: 107.03.01 Line and Grade in its entirety.

INSERT: The following.

107.03.01. For installation of Traffic Control Devices, arrange a meeting with the Engineer to stakeout all items indicated on the sketches, plans, and in the special provisions. This meeting shall occur prior to the notice to proceed for the work assignment. Any dimensional or quantity changes resulting from the stakeout shall not be designated or indicated as a change order, or a cause for increase in time for work assignment completion as stated in the Contract Documents.

107.04 MEASUREMENT AND PAYMENT.

ADD: The following.

Intersection Utility Stakeout. Intersection Utility Stakeout for Traffic Control Devices will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

SECTION 108 – MOBILIZATION

108.01 DESCRIPTION.

ADD: The following after the first paragraph

The intent of the following is to ensure that the project is completed without interruption due to delays in acquisition and delivery of the material required to complete the project. The contractor shall not start work before all major components and material for the entire project are on site or stored at a location approved by the Engineer. Equipment that is considered "major" consists of traffic signal poles, APS push buttons and APS Central Control Units, and any other material that cannot be purchased and delivered to the job site within 3 working days. The Contractor shall submit a list of materials and the anticipated location of the materials to the engineer for approval within 7 working days of Notice to Proceed.

The material shall be stored within 50 miles of the project site. The contractor may start work after:

- 1. Supplying invoices and delivery receipts for the stored inventory to the Engineer for inspection, and
- 2. The engineer has completed a cursory inspection of the material, and
- 3. The engineer, or designated representative, has approved the contractor to begin work on the basis of the first two items.

108.04 MEASUREMENT AND PAYMENT.

ADD: The following after the first paragraph

Materials that are stored will be not measured but will be incidental to the Mobilization Lump Sum item.

CATEGORY 200 GRADING

SECTION 206 — REMOVAL OF EXISTING PAVEMENT, SIDEWALK, PAVED DITCHES, CURB, OR COMBINATION CURB AND GUTTER

206.01 DESCRIPTION.

INSERT: The following. Sidewalk shall include concrete, paver (including brick pavers) sidewalks.

206.02 MATERIALS.

INSERT: The following.

TopsoilSection 705.02Turfgrass SodSection 708.02

206.02 CONSTRUCTION.

INSERT: The following.

TopsoilSection 705.03Turfgrass SodSection 708.03

206.04 MEASUREMENT AND PAYMENT.

DELETE: Its entirety.

INSERT: The following.

The payment will be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

206.04.01 Removal of existing pavement, sidewalk, paved ditches, curb or combination curb and gutter, and full depth saw cuts within the limits of any class of excavation will not be measured but the cost will be incidental to the Contract unit price for the Class of Excavation in which it occurs.

206.04.02 Saw cuts, removal of existing pavement, sidewalk (except as specified in 603.04), paved ditches, and curb or combination curb and gutter (except as specified in 602.04) outside the limits of any class of excavation will be measured in the original position and paid for as follows:

- (a) Removal of Existing Pavement, Sidewalk, and Paved Ditches per square foot.
- (b) Removal of Existing Curb or Combination Curb and Gutter per linear foot.

Full depth saw cuts will not be measured but the cost will be incidental to the Contract unit price for removal of existing pavement, sidewalk, paved ditches, cur or combination curb and gutter.

Full depth saw cuts will not be measured but shall be incidental to the unit price for patching.

When sidewalk is removed but not replaced, backfilling, 4" topsoil, turf grass sod and landscaping as directed by the Engineer will not be measured but shall be incidental to the unit price for removal of existing sidewalk.

CATEGORY 500 PAVING

SECTION 504 — ASPHALT PAVEMENT

504.04 MEASUREMENT AND PAYMENT.

DELETE: 504.04 in its entirety.

INSERT: The following.

The payment will be full compensation for furnishing, hauling, placing all materials including anti-stripping additive, tack coat, control strip, pot hole and spall repairs, setting of lines and grades where specified, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Temporary Tie-Ins. Placement and removal of the temporary tie-in where asphalt is being applied to the traveled way carrying traffic will not be measured but the cost will be incidental to the pertinent asphalt item.

Removal of the existing pavement or structure for the final tie-in will not be measured but the cost will be incidental to the asphalt item. The asphalt for the final tie-in will not be measured but the cost will be incidental to the asphalt item.

Adjustments. Adjustment of existing visible manholes, valve boxes, inlets, or other structures will not be measured but the cost will be incidental to the asphalt item.

Full depth saw cuts will not be measured but the cost will be incidental to the pertinent asphalt item.

CATEGORY 500 PAVING

SECTION 505 - HOT MIXED ASPHALT PATCHING

483 **DELETE:** SECTION 505 — HOT MIX ASPHALT PATCHES in its entirety.

INSERT: The following.

SECTION 505 — HOT MIXED ASPHALT PATCHING

505.01 DESCRIPTION. When curb and gutter is installed, the contractor shall provide a full depth asphalt patching along the curb and gutter.

Full Depth Patching (FDP). FDP consists removing the full thickness of the pavement sections to the top of the aggregate base and replacing with an asphalt mix as shown on the contract documents.

505.02 MATERIALS.

Graded Aggregate Base	901.01
Aggregates for Asphalt Mixes	901.01
Performance Graded Asphalt Binders	
and Asphalt Mixes	904
Crack Filler	911.01
Production Plants	915
Cold Patch Material	924

HMA Superpave, 9.5 mm, PG64-22, Level 2 shall be used for HMA full depth patching.

HMA Superpave, 19.0 mm, PG64-22, Level 2 shall be used for HMA full depth patching.

505.03 CONSTRUCTION. Keep disturbance of the base material to a minimum. The faces of the remaining pavement shall be square and vertical without ragged edges. Do not use equipment that could damage the existing pavement.

505.03.01 Weather Restrictions. Refer to 504.03.02.

505.03.02 Existing Pavement. Complete all repairs on the same day in which excavation is completed. Do not leave open excavated areas at the end of the workday.

505.03.03 Removal of Pavement for PDP. Remove existing pavement by milling, grinding, or saw cutting to the specified depth. Maintain square vertical faces after removal.

- (a) If concrete is encountered during removal, limit the depth of the patch to the top elevation of the PCC.
- (b) For PDP of composite pavements, protect the PCC from damage during removal of the HMA.
- (c) When the material at the bottom of the PDP is determined to be unsuitable, remove the unsuitable material until sound material is encountered.
- (d) When PCC present in a composite pavement is determined to be unsuitable, follow the removal and replacement procedures for a FDP.
- (e) Remove all loose and foreign materials before placing the patch, then treat all spalled cracks and joints by tack coating, filling and tamping with asphalt.

505.03.04 Removal of Pavement for FDP. Make a perpendicular saw cut full depth around the perimeter and remove the existing pavement to the top of the aggregate base as required on the contract documents. Refer to 522.03.03 for the concrete portion of a composite pavement. Maintain square vertical faces after saw cutting.

505.03.05 Base and Subgrade Preparation. The aggregate base of the FDP area will be evaluated to determine its suitability.

- (a) When the aggregate base is determined to be unstable, compact it as specified in 501.03.10.
- (b) When no aggregate base is present, construct the subgrade foundation per Section 208 or as directed.
- (c) Removal of Unsuitable Material:
 - (1) When the aggregate base or subgrade material is unsuitable, remove and dispose of the unsuitable material.
 - (2) Replace the unsuitable material with graded aggregate base conforming to Section 501.
 - (3) Compact the replacement material in layers no greater than 4 in. depth.
 - (4) Protect the aggregate base or subgrade after placement.

(5) Remove and replace any aggregate base or subgrade damaged due to lack of protection at no additional cost.

505.03.06 Subgrade Drains. Refer to Section 306. The construction of subgrade drains may be required in areas of wet underlying subgrade or in areas where future drainage problems may be a concern, as determined.

505.03.07 Emergency Filler. Have sufficient approved cold patch material readily available to fill the void of the repair area. Place and compact the material as directed. Completely remove the material at the beginning of the next workday.

505.03.08 Steel Plates. Ensure an ample supply of 12×14 ft by 1 in. thick steel plates are available on site to cover the emergency filler.

505.03.09 Patch Construction. Refer to Section 504. Furnish equipment and perform placement, compaction, and quality control procedures as specified. Manual placement of the asphalt patches is permissible, as directed.

505.03.10 Patch Placement. Thoroughly clean and tack the exposed vertical surface of adjacent pavement prior to placing the asphalt patch per 504.03.04. Spread the asphalt with a shovel, rake, or by other approved methods. Do not place asphalt patches on a frozen base.

ASPHALT LIFT THICKNESS							
MIX DESIGNATION (mm)	MINIMUM (in.)	MAXIMUM (in.)					
9.5	1.0	2.0					
12.5	1.5	3.0					
19.0	2.0	4.0					
25.0	3.0	5.0					
37.5	4.0	6.0					

Maintain lift thickness in conformance with the following:

505.03.11 Mix Sampling Requirements. One random sample per mix will be required daily for projects using more than 200 tons. Quantities of 200 tons or less of asphalt may not require daily field sampling; however, one random sample per mix for every 1 000 tons of asphalt or one sample per mix will be required for every five days of patching, whichever yields the greater frequency. Random mix samples for patching will only be required for patches placed with a paver and will not be required for patches less than 1 000 ft².

505.03.12 Testing and Acceptance. Acceptance of Base and/or Surface of each patch will be determined by using an asphalt density gauge with test data witnessed by the Engineer. Calibrate the density gauge to the mix in order to obtain acceptable readings.

505.03.13 Density Determination Requirements. On the first day of patching, the Engineer will select three test locations and witness the testing. Sample the cores and label with the date sampled. Cores will be tested and retained in the QC Laboratory until OMT verifies the results. Submit the completed core sheets to OMT.

- (a) The average pcf of the three cores and the average pcf of the three corresponding gauge readings shall be within 3.0 lb/ft³ of each other, recalibrate the density gauge according to the manufacturer's recommendation. When the difference between the gauge readings and the core tests are greater than 3.0 lb/ft³, verify the gauge's accuracy by reading three new random locations.
- (b) Report density gauge test data as a percentage of the maximum specific gravity determined for each day's production. An in-place density of 92.0 to 97.0 percent is required for each patch. Compliance will be determined for each patch separately by averaging all density tests performed within each specific patch. Submit compaction sheets to OMT daily for all production.

505.04 MEASUREMENT AND PAYMENT.

Hot Mix Asphalt Full Depth Patching will not be measured but shall be incidental to the unit price for curb and gutter.

Saw Cutting will not be measured but shall be incidental to the unit price for curb and gutter.

Removal of unsuitable material, excavation, disposal of unsuitable material, backfilling with aggregate, compaction and refill will not be measured but shall be incidental to the unit price for curb and gutter.

Relocation of existing conduits in the patching area will not be measured but shall be incidental to the unit price for curb and gutter.

CATEGORY 500 PAVING

SECTION 554 — THERMOPLASTIC PAVEMENT MARKINGS

554.04 MEASUREMENT AND PAYMENT

554.04.01 Price Adjustment for Film Thickness.

<u>DELETE</u>: The Table.

INSERT: The following.

MIL THICKNESS	PERCENT OF PAYMENT – UNIT PRICE
90- (a)(b)	100
80-89	90
70-79	80
Less than 70	Retrace to achieve a thickness of 90 mils.

- (a) The Engineer may require the removal of excess material thickness.
- (b) Perform removal of excess material and retracing of pavement markings at no additional cost to the City of Rockville.

CATEGORY 600 SHOULDERS

SECTION 602 — CURB, COMBINATION CURB AND GUTTER, AND MONOLITHIC MEDIAN

602.01 DESCRIPTION.

INSERT: The following after the first paragraph.

Construct Curb and Combination Curb and Gutter Any Height or Depth Up to 24", per Montgomery County Standard MC-100.01.

602.03 CONSTRUCTION

602.03.01 Concrete Curb, Combination Curb and Gutter, and Monolithic Median.

DELETE: 602.03.01(h) in its entirety.

INSERT: The following.

(h) Cold Weather Construction and Curing. Refer to 520.03.02 and 520.03.12, except the requirement for an approved spraying machine with drive wheels is waived when using the liquid membrane forming compound method.

DELETE: 602.03.01(i) in its entirety.

INSERT: The following.

(i) **Backfill.** Backfill as directed.

602.04 MEASUREMENT AND PAYMENT

DELETE: 602.04 in its entirety.

INSERT: The following:

602.04 MEASUREMENT AND PAYMENT. The payment will be full compensation for all concrete, concrete for slot backfill, hot mix asphalt, hot mix asphalt for slot backfill, forms, excavation, backfill, disposal of excess material, drainage openings, joint sealer, tack coat, vertical adjustment of existing utilities, graded aggregate base, saw cut, and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Temporary and permanent stabilization of disturbed area for combination curb and gutter or curb installation shall be incidental to the pertinent item and shall include all necessary topsoil, reseeding, sod, seed and mulch, and for all materials, labor, equipment, tools and incidentals necessary to temporarily or permanently stabilize the disturbed area adjacent to the curb installation.

The Contract Unit Price for Curb or Combination Curb and Gutter shall include vertical adjustments of existing utilities. Vertical adjustment will include any required coordination and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

When existing curb and/or combination curb and gutter is removed and replaced with new curb and/or combination curb and gutter, the cost of the removal will be incidental to the Contract unit price for Curb and/or Combination Curb and Gutter. When existing curb and/or combination curb and gutter is removed and not replaced the cost of the removal will be measured and paid for at the Contract unit price for Class 2 Excavation.

In locations where Monolithic Median is removed and replaced, combination curb and gutter and concrete sidewalk items shall be used for measurement and payment. However, the contractor may complete the work as one concrete pour.

Full depth saw cuts will not be measured but the cost will be incidental to the pertinent item.

602.04.01 Curb Any Height or Depth will be measured and paid for at the Contract unit price per linear foot per type specified, regardless of height or depth. Curb will be measured along the front face of the curb.

602.04.02 Combination Curb and Gutter Any Height or Depth will be measured and paid for at the Contract unit price per linear foot per type specified, regardless of height or depth. Combination curb and gutter will be measured along the front face of the curb.

Full-depth sawcut and full-depth reconstruction for slot backfill/patching shall be incidental to the price of curb and gutter.

CATEGORY 600 SHOULDERS

SECTION 603 — SIDEWALKS

603.01 DESCRIPTION.

ADD: The following after the first paragraph.

The minimum width for concrete sidewalk and/or sidewalk ramps shall be 5 ft-0 in. A Design Waiver approved by the City of Rockville must be obtained for any locations where the width of sidewalk is less than 5 ft-0 in.

Sidewalk shall be 4" thick.

603.02 MATERIALS INSERT: The following.

TopsoilSection 705.02Turfgrass SodSection 708.02

603.03 CONSTRUCTION INSERT: The following.

TopsoilSection 705.03Turfgrass SodSection 708.03

603.03.01 Concrete Sidewalks. (e) Joints. <u>INSERT</u>: The following.

When sidewalk is constructed adjacent to traffic signal poles, buildings, streetlight poles, manholes/handboxes, pipes, or any other structures, expansion joint material shall be placed around the signal poles after saw cuts.

When sidewalk is constructed adjacent to buildings, sealant shall be placed around the face of the buildings.

DELETE: 603.03.01(f) in its entirety.

INSERT: The following.

(f) Cold Weather Construction and Curing. Refer to 520.03.02 and 520.03.12, except the requirement for an approved spraying machine with drive wheels is waived when using the liquid membrane forming compound method. Do not allow pedestrian and vehicular traffic during the curing period.

603.04 MEASUREMENT AND PAYMENT. DELETE: 603.04 in its entirety.

INSERT: The following.

The payment will be full compensation for all full depth saw cuts, excavation, backfill, 4" topsoil, turfgrass sod, concrete, asphalt, disposal of excess or unsuitable material, forms, reinforcement when specified, joints, sub-grade preparation, sealer, compaction, vertical adjustment of existing utilities, curing, finishing, and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Replacement and rehabilitation of grass and landscaped areas damaged or as necessary due to grading for sidewalk reconstruction will not be measured but shall be incidental to the unit price for sidewalks.

The Contract Unit Price for Concrete Sidewalk and/or Asphalt Sidewalk shall include vertical adjustments of existing utilities. Vertical adjustment will include any required coordination and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Temporary and permanent stabilization of disturbed area for Sidewalk installation shall be incidental to the pertinent item and shall include all necessary backfill, topsoil, reseeding, sod, seed and mulch, and for all materials, labor, equipment, tools and incidentals necessary to temporarily or permanently stabilize the disturbed area adjacent to the Sidewalk installation.

When existing concrete or asphalt sidewalk is removed and replaced with new concrete sidewalk, the cost to remove the existing sidewalk will be incidental to the Contract unit price for 5 in. Concrete Sidewalk or Asphalt Sidewalk. When existing concrete or asphalt sidewalk is removed and not replaced the cost of the removal will be paid for at the Contract unit price for Class 2 Excavation.

Full depth saw cuts will not be measured but the cost will be incidental to the pertinent sidewalk item.

603.04.01 Concrete Sidewalks will be measured and paid for at the Contract unit price per square foot of finished surface including sidewalk ramps.

603.04.02 Asphalt Sidewalk will be measured and paid for at the Contract unit price per ton for the mixture placed.

CATALOG CUTS AND WORKING DRAWINGS

DESCRIPTION. Prepare and transmit submittals to demonstrate the performance of the work in accordance with the Contract Documents. Submittal schedules, catalog cuts, shop drawings, installation methods, manufacturer's certifications, photometric data and working drawings shall be furnished on all Contractor furnished items for highway signing, sign lighting, highway lighting and traffic signals. Stakeouts of the sign locations shall be submitted for all sign structure locations as specified in the Contract Documents

MATERIALS. Not Applicable.

CONSTRUCTION.

Submittal Requirements. Submittals shall be scheduled and coordinated with the Contractor's construction schedule. A complete submittal schedule and list of required submittals shall be submitted with the first submittal, but no later than three days after the pre-construction conference. The schedule for submission of submittals shall be arranged so that related equipment items are submitted concurrently.

The Engineer may require changes to the submittal schedule to permit concurrent review of related equipment. Shop drawings for closely related items such as a sign and ITS support structures shall be submitted together.

Submittal Documents. Drawings shall be neat in appearance, legible and explicit to enable proper review. D size plans shall still be legible when reduced to one half size. They shall be complete and detailed to show fabrication, assembly and installation details, wiring and control diagrams, catalog data, pamphlets, descriptive literature, and performance and test data. They shall be accompanied by calculations or other sufficient information to provide a comprehensive description of the structure, machine or system provided and its intended manner of use. If drawings deviate from the Contract Documents, advise the Engineer in writing with the submittal and state the reason for the deviation.

No portion of the work requiring a Contractor's drawing shall be started nor shall any materials be fabricated, delivered to the site, or installed prior to the approval or qualified approval of the drawings. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved Contractor's drawings shall be at the Contractor's risk. The Administration will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

Shop drawings shall show types, sizes, accessories, layouts including plans, elevations and sectional views, component, assembly and installation details, and all other information required to illustrate how applicable portions of the Contract requirements will be fabricated and installed. In case of fixed mechanical and electrical equipment, layout drawings drawn to scale, shall be

submitted to show required clearances for operation, maintenance and replacement of parts. Manufacturer's certified performance curves, catalog cuts, pamphlets, descriptive literature, installation and application recommendations, shall be provided and indicate conformance to the Contract Documents. Certifications shall be originals. Certification shall also be sent to the Office of Materials and Technology (OMT) as required in the Contract Documents.

Manufacturer's catalog, product and equipment data shall include materials type, performance characteristics, voltage, phase, capacity, and similar data along with wiring diagrams when applicable. Indicate catalog, model and serial numbers representing specified equipment. Provide complete component information to verify all specified required items. Installation recommendations and instructions shall provide written Manufacturer's detail step by step preparation and installation of the materials, and products including recommended tolerances and space for maintenance and operation.

Catalog cuts for sign luminaires shall have photometric data attached for each sign to be illuminated. Photometric printouts shall include the sign number, the illumination on a one foot square grid covering the entire sign face, the average illumination, the maximum to minimum uniformity ratio, and a working drawing for the sign face attached.

Catalog cuts for roadway luminaires shall have photometric data attached as specified in the Contract Documents.

Submit working drawings as required for changes, substitutions, contractor design items, and Contractor designed methods of construction. Requirements for working drawings will be listed in appropriate Specification Sections and in Special Provisions. Drawings shall be accompanied by calculations or other information to completely explain the structure, machine or system described and its intended use. Review and approval of such drawings by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract.

Working drawings and calculations as submitted shall be sealed, dated and signed by a Professional Engineer registered in the State of Maryland.

The review and approval of Contractor's drawings by the Administration shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. The Contractor shall be responsible for the verification and accuracy of all dimensions and insuring that all Contractor furnished items are compatible, and conform to all design and performance criteria. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.

Submittal Process. Each drawing submitted shall have affixed to it the following Certification Statement, signed by the Contractor:

"By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and pertinent data and I have

checked and coordinated each item with other applicable approved drawings and Contract requirements."

With the first submittal, include a submittal schedule, listing by Specification Section number, all submittals required and approximate date submittal will be forwarded.

Each submittal having catalog descriptions, shop drawings, working drawings, photometric data, manufacturer's certifications, method of construction and manufacturer's installation recommendations shall be submitted to the City of Rockville.

Each submittal shall have a transmittal page that indicates the Contractor's and Subcontractor's address and phone numbers. Submittals containing multiple items need the transmittal only on the exterior of each package. Electronic (*.pdf format) and original submittals, shall be required. A separate copy shall be forwarded to the Engineer.

All submittals for approval shall have the following identification data, as applicable, contained thereon or permanently adhered thereto.

- (a) Drawing title, drawing number
- (b) Applicable Contract Drawing Numbers and Specification Section and Paragraph Numbers.

The first page of every catalog description, working drawing and material certification shall be stamped in red with the following. All pertinent Contract Document information shall be filled in the spaces provided.

CITY OF ROCKVILLE				
SUBMITTAL PACKAGE #DATED CONTRACT #LOCATION PROJECT DESC. ITEM # THIS ITEM CONTAIN PAGES ITEM DESCRIPTION	NS			
ACCEPTED ACCEPTED AS NOTED REJECTED - REVISE & RESUBMIT				
REVIEWERS NAME	DATE			

Indicate the submittal package by sequential numbering and date of submittal. Catalog, product data or brochure submittals containing various products, sizes and materials shall be underscored or highlighted to indicate the salient features required to meet the specifications. Likewise, items not applicable to the Contract shall be marked "not applicable" or crossed out.

If one or more of the items in a submittal are not approved, resubmittal of only the unapproved items is required, highlighted to show the particular item being resubmitted. Resubmittals shall bear original submittal number and be lettered sequentially.

Three copies of all Contractor's drawings will be returned to the Contractor.

Each submittal shall be in accordance with the submission schedule. Allow thirty days for checking and appropriate action by the Engineer.

Contractor's submittals will be returned, marked with one of the following classifications:

ACCEPTED: no corrections, no marks

ACCEPTED AS NOTED: a few minor corrections. Item shall be installed in accordance with the corrected drawings.

REJECTED - REVISE & RESUBMIT: requires corrections or is otherwise not in accordance with the Contract Documents. No items shall be fabricated. Correct and resubmit drawings as per original submission. Allow thirty days for checking and appropriate action by the Engineer.

MEASUREMENT AND PAYMENT. Catalog cuts, manufacturer's certifications, photometric data and working drawings will not be measured but the cost will be incidental to the pertinent items specified in the Contract Documents.

AUDIBLE PEDESTRIAN PUSHBUTTON STATION AND SIGNS, AND CENTRAL CONTROL UNIT

DESCRIPTION. Furnish and install self-contained Audible/Tactile Pedestrian Pushbutton Station and Signs, and APS central control unit, as specified in the Contract Documents or as directed by the Engineer. Signs include R10-3(1) sheet aluminum signs with mounting hardware.

MATERIALS. Audible/Tactile Pedestrian Pushbutton Station and Signs and all component parts must meet the latest edition of the National Electrical Manufacturers Association (NEMA) Standards and Underwriters Laboratory (UL), as applicable

Serial numbers and model numbers, if available, shall be permanently engraved on all removable components and hardware. The serial number and model number shall be etched, stamped, molded, or attached using metallic self-adhesive labels. The use of adhesive backed paper labels is not acceptable.

CONSTRUCTION. Audible/Tactile Pedestrian Pushbutton Station and Signs will be designed to mount near or at the bottom of the pedestrian display mounting post. The pushbutton assembly for the audible signal may replace or supplement an existing pedestrian signal pushbutton.

Audible/Tactile Pedestrian Pushbutton Station and Signs shall be designed as follow:

- (1) A single base unit at the traffic control cabinet must be able to control 2 to 12 (maximum of 3 per phase) push button stations.
- (2) Only a single 2 conductor cable will be required from traffic controller cabinet per each pushbutton to operate all pushbutton features.
- (3) Each station will have a 2-in. button with a tactile raised directional arrow on the button.
 - (a) It shall be possible to change the arrow direction to one of four directions.
- (4) The push button station frame shall be cast aluminum with mounting holes for a 5 in. by 7.75 in. or larger pedestrian sign.

Audible/Tactile Pedestrian Pushbutton Station and Signs will have the following features.

- (1) Locating tone
- (2) 5 walk sound choices that shall be field selectable.
- (3) 3 pedestrian clearance sound choices that shall be field selectable.

(4) A Direction of Travel message shall be standard with extended push.

(5) An Information message shall be optional with extended push.

The audible sounds emitted by the Audible/Tactile Pedestrian Pushbutton Station and Signs shall have the following properties

- (1) All audible sounds shall emanate from the push button station.
- (2) All audible sounds for all push button stations shall be synchronized.
- (3) Each audible feature shall have independently-adjustable minimum and maximum volume limits.
- (4) All sounds shall automatically adjust over a 60 dB range to compensate for ambient noise levels.
- (5) All volumes and optional features shall be settable using a handheld infrared device with password security. The infrared device shall be capable of updating/setting all push button stations, or the intersection from a single pushbutton station (Global updating).

(6) The ability to mute sounds at all crosswalks except activated crosswalks. The system shall have user-selectable multiple language capability. The system shall be able to play an emergency preemption message.

The system shall be able to self-test its buttons and to report any faults to the traffic controller.

Warranty. Audible/Tactile Pushbutton Station and Signs shall be warranted by the Manufacturer for a period of 24 months from the date of delivery.

Compatibility Testing: Audible/Tactile Pushbutton Station and Signs manufacturers shall certify that their modules meet the Load Switch and Signal Conflict Monitor Compatibility testing requirements found in the most recent, formally-adopted version of the specification titled "Pedestrian Traffic Control Signal Indications - Part 2: Light Emitting Diode (LED) Pedestrian Traffic Signal Modules," published by the Institute for Transportation Engineers (ITE).

MEASUREMENT AND PAYMENT.

Furnish and Install Audible/Tactile Pedestrian Signal Pushbutton Station and Signs will be measured and paid for at the contract unit price each. The payment will be full compensation for furnishing, programming, delivery to the specified signal shop for testing, pick up, and installing the push button stations, signs, R10-3(1) sheet aluminum signs, mounting hardware, all cables, labor, equipment, tools, and incidentals necessary to complete this work.

Furnish and Install Audible/Tactile Pedestrian Signal 2-wire Central Control Unit will be measured and paid for at the contract unit price per each. The payment will be full compensation for furnishing, programming delivery to the specified signal shop for testing, pick up, and installing the Audible/Tactile Pedestrian Base unit and all cables, labor, equipment, tools, and incidentals necessary to complete this work.

Furnish Audible/Tactile Pedestrian Signal 2-wire Central Control Unit will be measured and paid for at the contract unit price per each. The payment will be full compensation for furnishing, delivery to the specified signal shop for testing, and all cables, labor, equipment, tools, and incidentals necessary to complete this work.

Decorative Steel Pedestrian Pedestal Pole, Decorative Base and Cap

DESCRIPTION. Furnish and install painted decorative traffic signal pedestal pole, decorative base and cap at locations specified in the Contract Document or as directed by the Engineer.

MATERIALS.

Design shall meet 2001 edition of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals except as noted. All welding shall conform to American Welding Society (AWS) Structural Welding Code D1.1 - Steel, Tubular Structures or its equivalent.

Decorative pole should be minimum 72 in. high from the ground to the top of the pole including decorative pole base.

Decorative pedestal pole furnished shall consist of a design from a steel shaft with a decorative steel base assembly, pole cap and all miscellaneous hardware.

- (a) The pedestal pole shaft shall be round or multi-sided (less than eight sides not acceptable) in cross section. It shall not be tapered. 10 ft and 6 ft pedestal pole shafts shall be 4-1/2 in. outside diameter, Schedule 40 pipe, and conform to A 501.
- (b) Each pedestal pole shall be furnished with a removable domed cap, fabricated from cast aluminum, circumferentially attached to the side of the pole with three hex head type 304 stainless steel bolts (1/4 in. 20 UNC).
- (d) Each pedestal pole shall have an identification plate mechanically attached 6 in. above the pedestal pole base plate and oriented so that the identification plate may be read from a ground observation position.
- (e) Pedestal pole, base and cap shall be painted before installation. All paint shall be of a grade suitable for commercial and industrial uses. Paint type, formulation, and color shall be subject to the review and approval of the Engineer. Before beginning work, the contractor shall submit color chip samples of the paint intended for use. Color for signal components having painted surfaces shall be as follows, unless otherwise directed by the Engineer: Federal Green (Federal Std. 595a #: 14036).

Prior to the application of any paint or coating, the surface shall have all foreign particles, paint scale, and rust removed by wire brush or equivalent method. All exposed metal surfaces shall be primed with an approved rust inhibitor coat which shall dry for at least 24 hours before applying the final coat. All surfaces to be painted shall be absolutely dry and paint must not be applied when the air temperature is 32 degrees or less. Paint may be applied with mitts, by brush, or a combination of methods.

Anchor Bolts

- (a) Each pedestal pole anchor bolt shall be made of steel conforming to M 314, Grade 55 S1.
- (b) Anchor bolt size shall be determined based on the manufacturer's recommendations.
- (c) All anchor bolts, nuts, washers and other hardware shall be hot dipped or mechanically galvanized. The galvanized coating shall conform to the thickness, adherence and quality requirements of A 123 or A 153 for hardware. All high strength bolts (of a given length), nuts (of a given size) and washers (of a given diameter) shall be from the same manufacturing lot per each requisition of materials. The use of foreign made fasteners is prohibited.

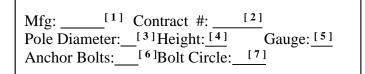
CONSTRUCTION.

Per manufacturer's recommendations

MEASUREMENT AND PAYMENT.

Decorative Pedestal poles will be measured and paid for at the Contract unit price per each type of pole furnished and installed. The payment will be full compensation for furnishing and installing pedestal poles, anchor bolts, base, painting, all materials, labor, equipment, tools and incidentals necessary to complete work.

Tag Detail



Tag Reference

- [1] Name of the manufacturer of the pedestal pole.
- [2] City's Contract Number of the pedestal pole.
- [3] Pole outside diameter at the base: $4-\frac{1}{2}$ in. O.D.
- [4] Pole height¹: 5.5 feet or 10 feet
- [**5**] Pole gauge: Schedule 40
- **[6]** Anchor bolt size:
- [7] Bolt circle diameter:

¹Pole height includes the height of the pedestal pole and base.

UTILITY STAKEOUT

DESCRIPTION. This work shall consist of utility connections, and utility stakeout, as specified in the Contract Documents or as directed by the Engineer.

CONSTRUCTION. Arrange a meeting with the utility company representatives, the City, and the Engineer as specified in the Contract Documents to establish a schedule for utility connections before any equipment or material is installed.

Do not disconnect, de-energize, reconnect, tamper with, or otherwise handle any of a utility company's facilities. The Contractor shall be responsible for the utility service connections to the utility company's supplied point of service.

Make the necessary arrangements with the utility companies to insure having needed utilities available at the time of turn on. Any utility energization, connection or disconnection delays will not be considered a valid reason for any work time extension claim. Difficulties in securing utility company services are to be reported to the Engineer at the earliest possible time.

Utility Stakeout. Notify the appropriate agencies listed in the Contract Documents prior to the Contractor's anticipated beginning of any underground work.

Plan the work to minimize interference with any existing traffic control devices.

Existing equipment shall remain in it's original condition until the new equipment has been completed, satisfactorily tested and its operation accepted by the Engineer.

MEASUREMENT AND PAYMENT. Utility Stakeout will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

EQUIPMENT TURN ON, REMOVAL AND MAINTENANCE

DESCRIPTION. The work consists of removal of existing traffic signal equipment, materials and concrete foundations, and maintaining existing equipment as specified in the Contract Documents or as directed by the Engineer.

MATERIALS. Not applicable

CONSTRUCTION.

Equipment Turn On. Notify the Engineer five working days prior to the completion of the project to schedule a final inspection and turn-on.

Stakeout, with the Engineer present, the proposed construction as indicated on the plan.

Removal and Disposal of Existing Signal Equipment.

Contractor shall remove and dispose of existing traffic signal foundations, materials and equipment as shown on the plans and/or as directed by the engineer. All existing removed equipment including traffic signal poles shall become the property of the Contractor upon completion of the project, unless otherwise directed be the City.

Remove concrete foundations specified in 207.03.01. All holes caused by this removal shall be backfilled, compacted and restored to surrounding conditions.

Remove all existing hard rubber detectors and handholes not shown on the Plans. The holes shall be backfilled, compacted and restored to surrounding conditions. The sidewalk where handholes are removed shall be reconstructed to the nearest tooled joint or expansion joint. The roadway where hard rubber detectors are removed shall be reconstructed in conformance with Administration utility patch repair standards.

Disposal of all material not salvaged. Non-galvanized green painted structures may contain lead and the contractor will be responsible for proper disposal of such material.

Storage of Materials. Materials shall be bundled, stored, and protected in conformance with the manufacturer's recommendations or as approved by the Engineer.

Maintenance of Materials and Equipment. The maintaining agency will continue maintenance of any existing signals until the Contractor places new equipment into operation.

When the work requires adjustments to the traffic control devices to maintain the minimum City standards, the adjustments to the traffic control devices shall be made within 4 hours of verbal notification by the Engineer. Failure to comply with this time period will result in the

Administration performing adjustment and deducting the cost of the adjustment from the Contractor's payment.

Existing signals shall remain in their original condition until the new signals have been completed, satisfactorily tested and its operation accepted by the Engineer.

Maintain the continuous operation of all vehicular and pedestrian detectors. If any detector is damaged by the Contractor, it shall be repaired within 72 hours after notification by the Engineer.

All traffic signals and existing interconnect cable shall be operational and actuated as specified in the Contract Documents.

Plan the work to minimize interference with any existing traffic control device.

MEASUREMENT AND PAYMENT. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work for one or more of the items specified in the Contract Documents.

Equipment Turn On. Equipment Turn On will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

Remove and Dispose of Existing Signal Equipment. Remove and Dispose of Existing Signal Equipment shall be measured and paid for based on a lump sum basis for each intersection in the project. The payment will be full compensation for all removal, hauling, excavation, backfill, seeding, mulching, disposal of excess or unsuitable material, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Maintenance of Existing Signal Equipment. Materials storage, cable sealing and handling, adjustments to maintain minimum Administration standards on existing signals made necessary by new signal or geometric modifications and Contractor repair of any damaged detector caused as a result of Contractor's error will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

DISCONNECT, PULLBACK AND REROUTE EXISTING CABLE

DESCRIPTION. Disconnect existing cable(s) from traffic control device(s), pullback and reroute through new or existing conduit systems, handholes, span wires, mast arms and/or structures for reconnecting the traffic control device(s) as specified in the contract documents, or as directed by the Engineer.

MATERIALS. Not Applicable

CONSTRUCTION. Notify the Engineer and Traffic Operations Division representatives at least 5 working days before intended work is to be completed. Plan the work to minimize interference and/or down time of any existing traffic control device.

Disconnect specified cable(s) from the traffic control device and pullback to the point noted or as directed, reroute the cables through the specified raceway(s) and back to the device specified.

MEASUREMENT AND PAYMENT. Disconnect, Pullback & Reroute Cable will be measured and paid for at the contract price per linear foot and shall apply for one or as many cables as are disconnected from a specified device and rerouted back to a device (not per cable). The payment will be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

SECTION 810 - ELECTRICAL CABLE, WIRE AND CONNECTORS

810.02 MATERIALS.

ADD: Cable Duct End Seals shall consist of a one-piece heat shrinkable device designed to provide a waterproof seal around the cable duct and each individual cable. The Cable Duct End Seal shall have separate entranceways for each cable, and shall hold the cables apart when applied.

810.03. CONSTRUCTION.

810.03.03 Preassembled Cable Duct

Delete: The second paragraph beginning "After backfilling..." in it's entirety.

INSERT: The following.

After backfilling demonstrate that the conductors move freely within the duct by pulling the conductors out a minimum of length of 2 ft. Pulling Tension shall conform to 810.03.02. The cable shall be then pulled to it's original position, and the Cable Duct End Seals installed. After installation of the Cable Duct End Seals, but prior to installing connector kits or splices, the electrical circuit testing shall be performed as specified in 820.03.02 (b) and the results recorded. The contractor shall record the length of cable, locations of both ends of the cable duct, and the insulation resistance on a form acceptable to the Engineer, and forward the form to the Engineer.

823.04 MEASUREMENT AND PAYMENT.

810.04.01

<u>ADD:</u> Preassembled Cable Duct that has not had the required electrical tests performed and reported to the engineer will not be measured or paid for.

ADD:

810.04.04 Cable Duct End Seals shall be measured and paid for at the contract unit price per each.

SECTION 811 - ELECTRICAL HAND HOLES, MANHOLES, PULL AND JUNCTION BOXES

811.03. CONSTRUCTION.

811.03.01

ADD: The following.

Adjustment of existing hand holes, manholes, pull and junction boxes to match proposed or existing grade shall be done at the direction of the engineer. Increases to wall height may be by concrete riser rings, or concrete brick as approved by the engineer. Decreases to wall height may be by concrete saw or other method as approved by the engineer. The existing frame and cover may be reused. The existing concrete collar shall be reconstructed.

<u>ADD</u>: The following.

811.03.03 Removal. Unless otherwise specified, remove material to at least 1 ft below subgrade or existing ground. Except with written approval, do not use blasting.
811.04 MEASUREMENT AND PAYMENT ADD: The following.

Adjust Existing Handhole to Grade will be measured and paid for at the Contract unit price per each unless otherwise specified in the Contract Documents. The payment will be full compensation for all excavation, aggregate drain, concrete, bolts, bricks, pipes, backfill, sealer, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

When the existing sidewalk or ramp is reconstructed, adjustment of the existing handholes will be incidental to the concrete sidewalk.

Remove Existing Handhole will be measured and paid for at the Contract unit price per each unless otherwise specified in the Contract Documents. The payment will be full compensation for the removal, excavation, backfill, compaction, disposal of excess or unsuitable material, blasting and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

When a new handhole is placed in the location of an existing handhole, the removal of the existing handhole will be incidental to the new handhole, unless otherwise specified.

Replace Handhole Frame and Cover will be measured and paid for at the Contract unit price per each unless otherwise specified in the Contract Documents. The payment will be full compensation for all excavation, aggregate drain, concrete, bolts, bricks, pipes, backfill, sealer, frames and covers, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

SECTION 813 — SIGNS

813 SIGNS.

813.03 MATERIALS.

<u>DELETE</u>: The first full paragraph.

INSERT: The following.

Provide all hardware not provided by the City. Hardware shall be stainless steel. The contractor shall supply traffic signal related signs and their mounting hardware for span wire, mast arm, and signal pole mounted applications

813.04 MEASUREMENT AND PAYMENT

<u>DELETE</u>: Its entirety.

INSERT: The following.

Signs will be measured and paid for at the Contract unit price per square foot of area of the vertical front face of the completed sign. The payment will be full compensation for all material, mounting hardware, drilling holes, labor, equipment, tools, and incidentals necessary to complete the work.

Clearing for signing will not be measured but the cost will be incidental to the Contract unit price for furnishing and installing the signs.

SQUARE PERFORATED TUBULAR STEEL POSTS DESCRIPTION

Furnish and install square perforated tubular steel posts and square perforated tubular steel anchor bases for mounting traffic signs as specified in the contract documents, or as directed by the Engineer.

MATERIALS.

Steel Posts	A570 Grade 50
Galvanizing	A653 Designation G-90
Spray Galvanizing Compound	A780

Square tubular steel posts and square tubular steel anchor bases shall be formed from 12 gauge steel. All sides of the tubes shall have 7/16 in. die punched circular holes or perforated knock-outs, at 1 in. centers along their entire length.

The tubular steel posts shall be 2 in. square tubes 12 ft long.

Square tubular steel anchor bases shall be comprised of two telescoping tubes. The first shall be $2 \cdot 1/4$ in. square, three ft long, formed from 12 gauge steel and shall snugly fit over the sign post. The second section shall be a $2 \cdot 1/2$ in. square, 18 in. long, formed from 12 gauge steel, and shall snugly fit over the $2 \cdot 1/4$ in. section.

CONSTRUCTION. Construct the square tubular steel anchor base assembly by placing the 18 in. base section over the 3 ft base section so that they are flush at the top and the holes are aligned. Drive the entire unit into the ground so that one or two rows of holes in the square perforated tubular steel base are exposed. Drive the base so that it remains plumb and provides the final sign assembly with the correct orientation.

Determine the finished length of the tubular steel posts by adding the total height of the signs to 8 ft, 2 in. Cut the sign post to the correct length, and apply cold spray galvanizing to the cut end. Bolt the signs to the top of the post, using tamper proof bolts or drive rivets. Lower the square tubular steel posts 8 in. into the base, and secure the post to the base using two corner bolts designed for this purpose.

MEASUREMENT AND PAYMENT. Furnish and Install Square Perforated Tubular Steel Posts will be measured and paid for at the contract unit price per each. The payment will be full compensation for the sign post, corner bolts, and painting as required, and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Furnish and Install Square Tubular Steel Anchor Bases will be measured and paid for at the contract unit price per each. The payment will be full compensation for both tubes comprising the base section, all excavation, and for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

STANDARD DETAILS

The following list of Maryland SHA Standard Details that are included is expected to be frequently referenced on this project. This is not an all-inclusive list; there are other details that are not included that the contractor will need to reference. The Standard Details are attached to these Contract Documents in <u>Appendix C"</u>.

- 1. MD 104.02-02 Shoulder Work/2-Lane, 2-Way Eql/Less Than 40 MPH
- 2. MD 104.02-14 Intersection Flagging Operation 2-Lane, 2-Way Eql/Less Than 40 MPH
- 3. MD 104.02-15 Mobile Operation/2-Lane, 2-Way All Speeds/0-15 MIN., and Moving Slow
- 4. MD 104.03-10 Inter. Far-Left Lane Closure/ Multilane Undvi. Eql/Less Than 40 MPH
- 5. MD 104.03-12 Inter. Far-Right Lane Closure/Multilane Undiv. Eql/Less Than 40 MPH
- 6. MD 104.04-02 Shoulder Work/Divided Uncon. Eql/Less Than 40 MPH
- 7. MD 104.04-04Left Lane Closure/Divided Uncon. Eql/Less Than 40 MPH
- 8. MD 104.04-06 Right Lane Closure/Divided Uncon. Eql/Less Than 40 MPH
- 9. MD 104.04-14 Left-Turn Bay Closure/Divided Uncon. Eql/Less Than 40 MPH
- 10. MD 104.06-09A Ped and Curb-Line Control / Multilane Undiv. Speed Less Than or Equal to 40 MPH / Over 12 Hrs. or Nighttime Use
- 11. MD 104.06-09B Ped and Curb-Lane Control / Multilane Undiv. For Speeds Greater Than 40 MPH / Over 12 Hrs. or Nighttime Use
- 12. MD 104.06-09C Ped and Curb-Lanecontrol / Multilane Undiv. and Speeds / Over 12hrs. or Nighttime
- 13. MD104.06-09D Ped and Curb-Lane Control / Multilane Undiv. For Speeds Greater Than 40 MPH / Over 12 Hrs. or Nighttime Use
- 14. MD 655.11Sidewalk Ramp Perpendicular
- 15. MD 655.12 Sidewalk Ramps Parallel
- 16. MD 655.13Sidewalk Ramps Combination
- 17. MD 655.40 Detectable Warning Surfaces
- 18. MD 801.01 Signal Structure Foundations
- 19. MD 801.01-01 Signal Structure Foundations For Pushbutton and Pedestrian Signal Pole
- 20. MD 811.01Handhole (Materials Detail)
- 21. MD 811.02Handhole Frame and Cover
- 22. MD 811.03 Handhole Installation
- 23. MD 817.01Accessible Pedestrian Signal (APS) Pushbutton Location on Pole
- 24. MD 817.02 Pedestrian Push Button Assembly
- 25. MD 818.16 10' Pedestal Pole
- 26. MD 818.16-01 10' Pedestal Pole For Use with Breakaway Couplings.
- 27. MC-100.01 Combination Concrete Curb and Gutter Type A
- 28. MC-102.01 Depressed Curb Entrance
- 29. MC-114.01 Median Opening



City of Rockville Rockville, Maryland

BID PROPOSAL FORMS

INVITATION FOR BID # 10-22

NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

THESE FORMS, UNLESS NOTED OTHERWISE, MUST BE COMPLETED, SIGNED AND SUBMITTED

> FAILURE TO COMPLY WILL RESULT IN THE DISQUALIFICATION OF YOUR BID

In response to the advertisement by the City of Rockville inviting bids for the work and in conformance with the bid document on file in the Purchasing Division of the City of Rockville, we hereby certify that we are the only person, or persons interested in this bid proposal as principals, and that an examination has been made of the work site, the specifications, the plans and the bid documents. We propose to furnish all necessary machinery, materials, equipment, tools, labor and other means of construction required to complete the project. Bidders must bid all items.

The following items shall be performed per the referenced Standard Specification and the Contract Documents. Measurement and Payment shall be as described in the Technical Specifications unless otherwise specified in the Contract Documents. All work items described in the Contract Documents that are not referenced buy a specific pay item shall be considered incidental to all other items in the Contract Documents.

CITY OF ROCKVILLE ROCKVILLE, MARYLAND

INVITATION FOR BID # 10-22 NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

BID PROPOSAL FORM

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY TO CONSTRUCT THE STORMWATER MANAGEMENT FACILITY RETROFIT PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1001	MOBILIZATION	LS	1		
1002	CONSTRUCTION STAKEOUT	LS	1		
1003	MAINTENANCE OF TRAFFIC	LS	1		
1004	5 INCH YELLOW REMOVABLE PAVEMENT LINE MARKINGS	LF	6222		
1005	5 INCH WHITE REMOVABLE PAVEMENT LINE MARKINGS	LF	13010		
1006	10 INCH YELLOW REMOVABLE PAVEMENT LINE MARKINGS	LF	116		
1007	12 INCH WHITE REMOVABLE PAVEMENT LINE MARKINGS	LF	4757		
1008	24 INCH WHITE REMOVABLE PAVEMENT LINE MARKINGS	LF	436		
1009	REMOVABLE LETTERS, SYMBOLS, ARROWS, AND NUMBERS	SF	186		
1010	REMOVAL OF REMOVABLE LETTERS, SYMBOLS, ARROW, AND NUMBERS	EA	12		
1011	REMOVAL OF REMOVABLE PAVEMENT MARKING LINES - ANY WIDTH	LF	24539		
2001	TEST PIT EXCAVATION	CY	1		
2002	REMOVAL OF EXISTING PAVEMENT	CY	69		
3001	FURNISH AND INSTALL INLET PROTECTION	EA	1		
3002	FURNISH AND INSTALL TYPE S COMBINATION INLET	EA	1		
3003	FURNISH AND INSTALL 6 INCH PVC UNDERDRAIN	LF	68		
3004	FURNISH AND INSTALL 8 INCH WIDE TRENCH DRAIN	EA	2		

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
5001	5 INCH WHITE THERMOPLASTIC PAVEMENT MARKINGS	LF	10112		
5002	5 INCH YELLOW THERMOPLASTIC	LF	6054		
5002	PAVEMENT MARKINGS	LI	0034		
5003	10 INCH WHITE THERMOPLASTIC	LF	92		
	PAVEMENT MARKINGS				
5004	12 INCH WHITE PREFORMED	LF	3945		
	THERMOPLASTIC PAVEMENT MARKING LINES				
5005	24 INCH WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING	LF	380		
	LINES				
5006	WHITE PREFORMED THERMOPLASIC	SF	220		
	PAVEMENT MARKING LEGENDS AND SYMBOLS	-			
5007	BIKE LANE PREFORMED	SF	430		
	THERMOPLASTIC PAVEMENT MARKING	0.			
	WITH ARROW				
5008	SHARED BIKE LANE PREFORMED	SF	18		
	THERMOPLASTIC PAVEMENT MARKING				
5009	GREEN BIKE LANE PAVEMENT	SF	5023		
	MARKING PAINT				
6001	FURNISH AND INSTALL TYPE A CURB & GUTTER	LF	676		
6002	FURNISH AND INSTALL DEPRESSED CURB ENTRANCE	LF	133		
6003	FURNISH AND INSTALL 4" CONCRETE SIDEWALK	SF	4669		
6004	FURNISH AND INSTALL DETECTABLE WARNING SURFACE FOR CURB RAMPS	SF	69		
6005	FURNISH AND INSTALL 9" CONCRETE SIDEWALK	SF	1879		
6006	FURNISH AND INSTALL PRECAST CONCRETE CURB	SF	183		
7001	PLACING SALVAGED TOPSOIL 2 INCH DEPTH	EA	90		
7002	TURFGRASS ESTABLISHMENT	SY	90		
7003	TREE REMOVAL	EA	4		
7004	TREE PLANTING	EA	4		
7005	LANDSCAPE PLANTING	LS	1		
8001	FURNISH AND INSTALL CONCRETE FOR POLE FOUNDATION	CY	4		
8002	REMOVE AND RELOCATE PEDESTRIAN LIGHTING STRUCTURE	EA	3		

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
8003	FURNISH AND INSTALL SQUARE PERFORATED TUBULAR STEEL SIGN POSTS	EA	41		
8004	FURNISH AND INSTALL SQUARE TUBULAR ANCHOR BASES	EA	41		
8005	FURNISH AND INSTALL NO. 6 AWG STRANDED BARE COPPER GROUND WIRE	LF	25		
8006	FURNISH AND INSTALL 1 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	10		
8007	FURNISH AND INSTALL 3 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	LF	25		
8008	FURNISH AND INSTALL 2 INCH SCHEDULE 40 RIGID PVC CONDUIT - TRENCHED	LF	389		
8009	FURNISH AND INSTALL 4 INCH SCHEDULE 40 RIGID PVC CONDUIT - TRENCHED	LF	430		
8010	FURNISH AND INSTALL GROUND MOUNTED SIGNS	SF	203		
8011	DISPOSE OF LIGHTING FOUNDATION	LS	1		
8012	FURNISH AND INSTALL ELECTRICAL SPLICE BOX	EA	5		
8013	FURNISH AND INSTALL 6 FOOT DECORATIVE PEDESTAL POLE	EA	1		
8014	GROUND ROD - 3/4 INCH DIAMETER X 10 FOOT LENGTH	EA	8		
8015	FURNISH AND INSTALL ELECTRICAL CABLE - 2 CONDUCTOR (ALUMINUM SHIELDED)	LF	190		
8016	FURNISH AND INSTALL ELECTRICAL CABLE - 2 CONDUCTOR (NO. 14 AWG)	LF	140		
8017	FURNISH AND INSTALL LOOP WIRE ENCASED IN FLEXIBLE TUBING (NO. 14 AWG)	LF	950		
8018	FURNISH AND INSTALL SAW CUT FOR SIGNAL (LOOP DETECTOR)	LF	265		
8019	FURNISH AND INSTALL AUDIBLE/TACTILE PEDESTRIAN PUSHBUTTON STATION AND SIGNS	EA	8		
8020	FURNISH AND INSTALL 2-WIRE APS CENTRAL CONTROL UNIT	EA	1		
8021	REMOVE AND DISPOSE OF EXISTING SIGNAL EQUIPMENT	LS	1		

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL	
8022	FURNISH AND INSTALL PARKING METER POLES	EA	21			
8023	REMOVE EXISTING GROUND MOUNTED	SF	64			
8024	RELOCATE EXISTING GROUND MOUNTED SIGNS	EA	15			
8025	FURNISH AND INSTALL ELECTRICAL CABLE - 1 CONDUCTOR (NO. 10 AWG)	LF	200			
GRAND TOTAL \$						

Write the Total Bid Price for the **IFB #10-22, NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT** in words:

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box):

Addendum #1 🗆 , Addendum #2 🗆 , Addendum #3 🗆 , Addendum #4 🗆 , Addendum #5 🗆 , Addendum #6 🗆

CONTRACT DURATION

This contract will begin 10 working days from the date of issuance of a Notice to Proceed (NTP). All work shall be completed within 200 calendar days of the date of issuance of the Notice to Proceed.

Confirm your ability to meet the above schedule. _____ YES _____ NO

This bid and its Firm Fixed Prices shall remain valid through December 31, 2022 for acceptance by the City.

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.

I hereby certify that I have read and understand the requirements of this Invitation for Bid No. 10-22 and, that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Invitation For Bid.

Comprehensive Signature Page

BIDDER MUST COMPLETE UNDER APPROPRIATE SECTION & RETURN WITH BID

Instruction for Signature on Bid Proposal

The bid, if submitted by an individual, shall be signed by an 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. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL						
Individual Nam	ie					
DB.	A					
Addres	55					
City		State	ZIP			
Signatur	re					
Printed Nam	ie					
Tit	le					
Dat	te					
Witness Signatur	re					
Witness Nam	ne					
Witness Tit	le					
Dat	te					

	IF A PARTNERSHIP						
Name of Partnersh	iip						
Addre	ess -						
City			State		ZIP		
Member Signatu	ire						
Printed Nar	ne						
Ti	tle						
Da	ate						
Witness Signatu	ire						
Witness Nar	ne						
Witness Ti	tle						
Da	nte						

	IF A CORPORATION
Name of Corporation	
Address	
City	State ZIP
Fed ID or SSN	
State Of Incorporation	
Signature	
Printed Name	
Title	
Date	
Witness Signature	
Witness Name	
Witness Title	
Date	

CONTACT FOR ADMINISTRATION		
Individual Name		
e-mail		
Telephone		
FAX		
EMERGENCY SERVICE (24hr.) PHONE		

REMITTANCE ADDRESS (if different than organizational address above)					
	Address				
City			State	ZIP+4	

MFD INFORMATION			
MFD Information	<i>For informational purposes only</i> – <i>Is your company certified as a Minority,</i> <i>Female, or Disabled (MFD) business: yes no I choose not</i> <i>to respond</i>		

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY BIDDER MUST COMPLETE, SIGN, AND RETURN WITH BID

I hereby affirm that: I am the ______ (insert title) and the duly authorized representative of ______ (insert organization name) whose address is

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I affirm:

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any].

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit shall be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

Signature			
Printed Name			
Title			
Date			

NON—COLLUSION AFFIDAVIT BIDDER MUST COMPLETE, SIGN, AND RETURN WITH BID

I hereby affirm that: I am the	(insert title) and the duly authorized
representative of	(insert organization name) whose address is

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

I affirm:

1. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature	
Printed Name	
Title	
Date	

ROAD DIET CONSTRUCTION EXPERIENCE

BIDDER REFERENCE FORM

BIDDER MUST COMPLETE AND SUBMIT WITH BID

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of five (5) projects involving work as specified, two of which shall be the last jobs completed. The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request.

|--|--|

#1 Project Name		
Project Owner's Name		
Project Site Address		
Project Owner's Contact Name		
Project Owner's Contact Telephone		
Project Owner's Contact e-mail		
Contract Value	\$	
Scheduled completion date	Percent complete	
Description of Project Work		
Name of your project foreman		

BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID

#2 Project Name	
Project Owner's Name	
Project Site Address	
Project Owner's Contact Name	
Project Owner's Contact Telephone	
Project Owner's Contact e-mail	
Contract Value	\$
Scheduled completion date	Percent complete
Description of Project Work	
Name of your project foreman	

#3 Project Name		
Project Owner's Name		
Project Site Address		
Project Owner's Contact Name		
Project Owner's Contact Telephone		
Project Owner's Contact e-mail		
Contract Value	\$	
Scheduled completion date	Percent complete	
Description of Project Work		
Name of your project foreman		

BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID

#4 Project Name		
Project Owner's Name		
Project Site Address		
Project Owner's Contact Name		
Project Owner's Contact Telephone		
Project Owner's Contact e-mail		
Contract Value	\$	
Scheduled completion date	:	Percent complete
Description of Project Work		
Name of your project foreman		

#5 Project Name		
Project Owner's Name		
Project Site Address		
Project Owner's Contact Name		
Project Owner's Contact Telephone		
Project Owner's Contact e-mail		
Contract Value	\$	
Scheduled completion date	Percent complete	
Description of Project Work		
Name of your project foreman		

SUB-CONTRACTOR REFERENCE FORM BIDDER MUST COMPLETE AND SUBMIT WITH BID

SUBMIT A SEPARATE REFERENCE FORM FOR EACH PROPOSED SUBCONTRACTOR

Subcontractor's Name	
Address	
Address	
Telephone	
Subcontractor's Contact Name	
Description of Work to be Subcontracted	

#1 Reference Organization Name	
Address	
Contact Name	
Contact Name Telephone	
Contact Name e-mail	
Contract Value	\$
Scheduled completion date	Percent complete
Description of Project Work	

SUB-CONTRACTOR REFERENCE FORM BIDDER MUST COMPLETE AND SUBMIT WITH BID

#2 Reference	
Organization Name	
Address	
Contact Name	
Contact Name Telephone	
Contact Name e-mail	
Contract Value	\$
Scheduled completion date	Percent complete
Description of Project Work	

#3 Reference	
Organization Name	
Address	
Contact Name	
Contact Name Telephone	
Contact Name e-mail	
Contract Value	\$
Scheduled completion date	Percent complete
Description of Project Work	

BIDDER'S QUESTIONNAIRE CITY MAY REQUIRE COMPLETION AND SUBMISSION AFTER RECEIPT OF BIDS

In order to be considered for award, the Bidder must complete this questionnaire in its entirety and submit it to the Purchasing Manager within the time specified. The bidder must answer all questions. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the Contract or if the bidder fails to complete and submit the Bidder's Questionnaire in its entirety. If additional sheets are necessary please attach to this form and reference the applicable number.

Bidder's Name						
Bidder's Address						
City				State	e / Zip	
Telephone			Fax Number			
Organized under th	e laws of State of:					
BIDDER'S AUTHOR	IZED REPRESENTATIVE'S SI	GNATURE BEI	JOW		DAT	Έ
2						
Print Name:						
Title:						

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

- 1.3 Under what **other** or former names has your organization operated?
- 1.4 If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice-president's name(s):

Secretary's name:

Treasurer's name:

1.5 If your organization is a partnership, answer the following:

Date of organization:

Type of partnership (if applicable):

Name(s) of general partner(s):

1.6 If your organization is individually owned, answer the following:

Date of organization:

Name of owner:

1.7 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Has your organization ever failed to complete any work awarded to it? If yes, provide details on a separate sheet. NO: ____ YES: ____

3.3 Are there any judgment, claims, arbitration, proceedings or suits pending or outstanding against your organization or its officers? If yes, provide details. NO: _____ YES: _____

3.4 Within the past five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, provide details. NO: ____ YES: ____

3.5 Within the last two years, has any owner of any project threatened to impose or imposed liquidated damages against your organization? If yes, provide details. NO: _____ YES: _____

3.6 Within the last two years, has your organization constructed any projects where the date of substantial completion was more than 30 days after the contract completion date as determined by the contract and any changes orders? If yes, provide details. NO: ____ YES: ____

3.7 Within the last 2 years, has your organization constructed any projects where the change orders exceeded 10% of the contract price? If yes, provide details. NO: YES: YES:

3.8 State the total worth of work in progress and under contract:

In Progress	\$
Under Contract	\$

3.9 State the average annual amount of construction work performed during the past five years:

\$

4. FINANCIAL

4.1 State that you will provide a copy of your firm's audited financial statements for the past two (2) years, if requested, by the City of Rockville. YES:_____ NO: _____

4.2 Is your firm currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms. NO: ____ YES: ____

4.3 Is your firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution. NO: ____ YES: ____

5. SAFETY

5.1 Has your organization been cited by OSHA (or State equivalent) in the past five years? If so, provide a copy of the citation(s). NO: _____ YES: _____

5.2 Has your organization experienced a work-related fatality in the past 10 years? If so, provide details. NO: _____ YES: _____

5.3 Provide copies of the last 3-years OSHA Form 300A or OSHA 300 Log. Please omit any personally identifiable or confidential information.

5.4 Provide a copy of your current Workers' Compensation Experience Rating from the NCCI.

5.5 Does your organization have a written safety program? NO: _____ YES: _____

5.5.1 Describe the safety training programs offered to all employees on the elements of the safety program.

5.6.2 When was the last year the written safety program was audited or updated?

5.6.3 Provide an overview of the elements of your written safety program (i.e., table of contents). (This may be returned to non-awarded bidders.)

5.7 Does your organization hire subcontractors? NO: _____ YES: _____

5.7.1 Does your organization conduct pre-contractor qualification of these subcontractors specifically focusing on their safety performance? NO: _____ YES: _____

5.7.2 Describe how your organization manages the safety performance of subcontractors on the jobsite.

5.7.3 Does your organization have a written policy addressing subcontractor's responsibility for complying with OSHA regulations on jobsites? (i.e., OSHA's multi-employer citation policy).

NO: _____ YES: _____

CERTIFICATION

The above statements are certified to be true and accurate.

BY:____

Signature

Date

Print Signature/Title



<u>SAMPLE</u> Do Not Complete or Return

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:	That we (1)
a (2)	
hereinafter called "Principal" and (3)	
of, State of	hereinafter called the "Surety", are
	Council of Rockville, Maryland, hereinafter called
"City", in the penal sum of (100% of Contract Am	<i>nount)</i> (\$) in
lawful money of the United States, for the payment ourselves, our heirs, executors, administrators and	t of which sum well and truly to be made, we bind I successors, jointly and severally, firmly by these
presents.	

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the City, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of <u>IFB 10-22 NORTH</u> WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IFB # 10-22

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2022.

			_
ATTEST:		Principal	
	By		(Seal)
Corporate Secretary or Asst. Secretary	5	President or Vice Presiden	
(Print or Type Name and Title)		(Print or Type Name and	Title)
		(Address)	-
ATTEST:		Surety	_
	By		(Seal)
Witness as to Surety	5	Attorney-in-Fact	_()
(Print or Type Name and Title)		(Print or Type Name)	_
(Address)		(Address)	-
NOTE: Date of Bond must not be prior to da (1) Correct name of Contract (2) A Corporation, a Partners (3) Name of Surety	or		

- (4) Name of City
- (5) If Contract is Partnership, all partners should execute bond



<u>SAMPLE</u> Do Not Complete or Return

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1)_____

a (2)			
hereinafter called "Principal" and (3)			
of, State of	hereinafter	called	the
"Surety", are held and firmly bound unto (4) The Mayor and Council, of	Rockville, Maryla	and, hereir	nafter
called "City", in the penal sum of (100% of Contract Amount)	(\$) in	n lawful m	oney
of the United States, for the payment of which sum well and truly to be m	ade, we bind ourse	elves, our l	heirs,
executors, administrators and successors, jointly and severally, firmly by th	nese presents.		

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the City, dated the ______ day of ______, 2022, a copy of which is hereto attached and made a part hereof for the construction of: IFB 10-22 NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contact or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contact or to the work or to the specifications.

CONTRACT PAYMENT BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the <u>day of</u> 2022.

ATTEST:	Principal		
	By		(Seal)
Corporate Secretary or Asst. Secretary	-	President or Vice Presid	lent
(Print or Type Name and Title)		(Print or Type Name and	d Title)
		(Address)	
ATTEST:		Surety	
	By		_(Seal)
Witness as to Surety	5	Attorney-in-Fact	_()
(Print or Type Name and Title)		(Print or Type Name)	
(Address)		(Address)	
NOTE: Date of Bond must not be prior to da (1) Correct name of Contract			

- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of City
- (5) If Contract is Partnership, all partners should execute bond.



<u>SAMPLE ONLY</u> <u>Do Not Complete Or Return</u>

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE AND CONTRACTOR

This Agreement, made this day of , 2022, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum

of_____dollars(\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish separate 100% performance and payment bonds in such form as shall be acceptable to the COUNCIL.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor described in the specifications entitled Invitation For Bid # 10-22 - North Washington Street And East Middle Lane Road Diet Project.

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

ARTICLE 9. The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

ARTICLE 10. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

IN WITNESS WHEREOF, the said

(A)	
caused these presents to be signed and sealed.	and the COUNCIL have
For Corporations.	
Corporation:	
*By:(Seal) (Either president or vice-president. If other person is authorized, authori	
(<i>Either president or vice-president. If other person is authorized, authorized, authorizes resolution must be attached.</i>)	zation in form of corporate
Witness: (Should be secretary or Asst. secretary.)	
*Corporate seal must be impressed through name of person signing for co	prporation.
For individuals or partnerships.	
Name: (Seal)	
Name: (Seal) (Either owner or partner) (Seal)	
Witness:	
MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND	
By:	Date:
By:Robert DiSpirito, City Manager	
ATTEST	
By:	Date:
By: Sara Taylor-Ferrell, City Clerk/Director of Council Operations	
Approved as to form and legality:	
	Date:
City Attorney	

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe dba Doe Masonry Company.

APPENDIX A

DocuSign Envelope ID: DBF497A2-373E-41F7-9708-934719959597

Page 1 of 3

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#:	SCP2022-00014			DATE OF ISSU	E: 04/20/2	2022
				DATE OF EXPIRATION	V: 4/20/20)24
PWK PERMIT:	PWK2022-00045					
TYPE OF SEDIMEI	NT CONTROL PERMIT:	SC				
APPLICANT:	CITY OF ROCKVILLE - DPW C/O DANIEL SEO					
ADDRESS:	111 MARYLAND AVENUE ROCKVILLE MD 20850					
DAYTIME PHONE						
SITE ADDRESS:	N WASHINGTON ST					
SUBDIV: RI	GHT-OF-WAY		LOT:	0000	BLK:	000
TYPE OF WORK: CONDITIONS:	Washington / Middle Road Diet					

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and

conditions herein and $\boldsymbol{\varepsilon}$

Approved:	Craig Simoneau	04/20/2022	
	Director of Public works		
rev: fscp2pmt	04/20/2022	DJW	04/20/2022

APPENDIX A

Page 2 of 3

SEDIMENT CONTROL PERMIT (SCP)

PERMI	T#:	SCP2022-00	014				DATE	OF ISSUE: 04	4/20/2022	
							DATE OF EX	PIRATION: 4/	20/2024	
PWK P	ERMIT:	PWK2022	2-00045							
TYPE C	OF SEDIME	ENT CONTROL	PERMIT:	SC						
APPLI	ICANT:		CITY OF ROCKVILLE - D C/O DANIEL SEO	PW						
ADDRI	ESS:		111 MARYLAND AVENU ROCKVILLE MD 20850							
DAYTI	IME PHONE	Ξ:								
SITE A	DDRESS:		N WASHINGTON ST							
SUBDI	V: R	RIGHT-OF-WAY	(LOT:	0000	BLM	K: 000	
1. 2.	4/19/2022 and appr The perm to meetin	2 and any su roved by the nittee must s ng. The follov	liment control only. All bsequent revisions. Pl Rockville Department schedule a pre-construct wing representatives m or, Ralph McElhinney a	an revisions, includir of Public Works. ction meeting with a nust be invited:	ng field change	es, must b e of 48 h	be reviewed ours prior			
	-City Se (asimpso -City Fo -Any Ag -Utility C	diment and E on@rockville rester, Paula ency Issuing ompanies Contractor	Erosion Control Inspec md.gov) Perez at 240-314-8705	tor, Arthur Simpson a	at 240-314-8879	-	(G ¥)			
	The follo	wing items n	nust be discussed, as	needed, during the p	re-construction	n meeting	g:			
3.	complete -Existing Permitte existing	ed during nor SWM faciliti e must conta utilities. MIS	e construction inspect rmal working hours, M ies downstream of proj act MISS UTILITY at 811 S UTILITY requires two	onday through Friday ject I, 1 800 257-7777, or o full business days n	, 7:00 am to 3 www.missutilit	:00 pm. y.net for	marking of			
4.			re-construction meetin al sediment control me	-	v the City Insp	ector.				
5.			itions from City Forest							
6.	discusse ASCA Co owned tr	ed. Permittee onsulting Art rees and pres	on meeting, specific der is solely responsible f porist to determine the scribe appropriate mitig gulations when perform	or obtaining the serv impacts of the propo gation measures. Per	ices of an ISA psed construct mittee must co	Certified ion on pr	Arborist or ivately			
7. 8.	Maryland project s	d State Certif	must supply the Chief ied Lab) to confirm tha s. This includes accept MUST be on the job-sit	able certification for	rk and materia	Is comply	y with			
9.		• •	c improvements must l	• •	ed in accordan	ce with C	Sity			
10.			ction of the City Projec ply with the Montgome	•	nance. Apply f	for a waiv	ver if			
11.	Construct working to be veg slopes, o cannot b	day. For area getatively sta channels and be stabilized I pe side. In ar	nly disturb that area wh as to be paved, stabiliz ibilized: permanent see I swales; and permanen by the end of each wor reas where existing tre	ation shall be the app ad and soil stabilization nt seed and mulch fo king day must have s	blication of sto on matting or s r all other area silt fence instal	ne base. sod for al s. Any ar lled on th	For areas I steep reas which re			
12.			itions of PWK2022-000	•	right-of-way ir	ncluding	traffic			
13.	Applican	nt shall make	ment of existing utilitie a monetary contributio WQv, CPv, and QP10.		tive to providin	ig on-site	•			
	ermit auth ons hereir		ove described construc	tion subject to all appl	icable laws, reę	gulations,	terms and			
			aig Simoneau				o //== ·-	200		
Аррі	roved:						04/20/20	J22		
rev: f	scp2pmt	04/20	/2022					DJW	04/20/20	22

APPENDIX A

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Page 3 of 3

SEDIMENT CONTROL PERMIT (SCP)

PERMIT#: S	SCP2022-00014				DATE OF ISS	UE: 04/20/2022
					DATE OF EXPIRATION	DN: 4/20/2024
PWK PERMIT:	PWK2022-00045	5				
TYPE OF SEDIMENT	T CONTROL PERM	IIT:	SC			
APPLICANT:		OF ROCKVILLE - DPW ANIEL SEO				
ADDRESS:		ARYLAND AVENUE				
DAYTIME PHONE:						
SITE ADDRESS:	N WAS	SHINGTON ST				
SUBDIV: RIG	HT-OF-WAY			LOT:	0000	BLK: 000
from date o Departmen	of permit issuanc	e. Requests for perm s 30 days prior to the	ed by the expiration date whi it extensions must be submit expiration date, justifying the	ted in writi	ng to the	
WATER SHED:	ROC		TOTAL AREA OF PROPERT	Y:		13,000
	ARIANCE REQ'E				13,000	
USE PERMIT NUMBER: TOTAL IMPERVIOUSNESS PROPOSED: 11,000				11,000		
		(INCLUDE 30' CO	ONTIGUOUS RIGHTS OF WAY	()		
ESTIMATED CC						
OF WORK:		PERMIT FEES:		AMOUNT	OF SECURITY:	
S/C:				S/C:		
		TOTAL FEES		BOND:		
				L OF C: CASH:		
ENGINEER: ADDRESS: DAYTIME PHON OWNER/DEVEL ADDRESS:	10156 SUIT HUN NE: 410-4 LOPER: CITY 111 M	LACE MONTGOME 0 YORK ROAD E 200 T VALLEY MD 21 194-9093 OF ROCKVILLE MARYLAND AVENU	030 IE			
DAYTIME PHON		KVILLE MD 2085	U			

This permit authorizes the above described construction subject to all applicable laws, regulations, terms and

conditions herein and e

Approved:	Craig Simoneau	04/20/2022	
	Director of Public works		
rev: fscp2pmt	04/20/2022	DJW DIW	04/20/2022 Staff Contact

SITE ADDRESS:

LOT: 0000

DATE OF ISSUE:

EXPIRATION DATE: 4/8/2024

E MIDDLE LA

BLK: 000

04/08/22

FORESTRY PERMIT

PERMIT #: FTP2022-00021

PERMITEE: CITY OF ROCKVILLE - DPW ADDRESS: 111 MARYLAND AVENUE ROCKVILLE MD 20850

PHONE: Primary:

Project Name:	E MIDDLE LANE ROAD DIET	
SUBDIVISION:	RIGHT-OF-WAY	

PROJECT DESCRIPTION:

NRI/FSD and FTP for road diet project along E Middle Lane from Washington to MD 355, and N Washington Street from W Jefferson Street to MD 355 for signing and striping within the road, curb extension on E Middle and median construction on N Washington Street.

THIS PROJECT REQUIRES THE FOLLOWING:

 PRECONSTRUCTION MEETING
 SIGNIFICA

 SIGNIFICANT TREE REMOVAL
 ON-SITE F

 ROOT PRUNING
 OFF SITE

 TREE PRUNING
 POST PLA

 AERATION SYSTEM
 POST CON

 TREE PROTECTION FENCE
 TWO YEA

 TREE PROTECTION SIGNAGE
 FIVE YEA

 PERMANENT PROTECTION FENCE
 FOREST CON

 PREPLANTING MEETING
 TREE CON

SIGNIFICANT TREE PLANTING ON-SITE PLANTING OFF SITE PLANTING POST PLANTING INSPECTION POST CONSTRUCTION MEETING TWO YEAR WARRANTY FIVE YEAR WARRANTY FOREST CONSERVATION EASEMENT TREE COVENANTS OTHER

CONDITIONS:

- 1. The project must be built in accordance with the approved Landscape Plans dated 4/8/2022.
- 2. You must notify MISS UTILITY at 1-800-257-7777, 811, or at www.missutility.net at least 48 hours prior to construction.
- 3. Schedule a pre-construction meeting with the Forestry Inspector, Natasha Shangold (240 314-8233 or nshangold@rockvillemd.gov) and the Senior Sediment and Erosion Inspector, Arthur Simpson (240 314-8879 or ddrudul@rockvillemd.gov). The ISA certified arborist/MD LTE must be present. You must provide at least 48 hours notice before meeting and the limits of disturbance must be staked prior to the meeting. No clearing, grading, or tree removals may be done prior to this meeting. No installation of tree protection fence or sediment control devices may be installed prior to this meeting.
- 4. The applicant is required to schedule a pre planting meeting with the Forestry Inspector prior to installing any plant material. The tree locations must be staked in the field prior to this meeting.
- 5. All landscape material must be installed per the approved Landscape and Forest Conservation Plan. No substitutions are permitted without prior written permission of the City Forester.
- 6. Apply approved wildlife protection to newly planted trees as directed by the Forestry Inspector

PHONE:

THIS PE	THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL					
APPLIC	APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE					
APPRO	VED:	Shaun Patrick Ryan Cold Synam Rates Ryan Shaun Patrick Ryan Cold Synam Rates Ryan Cold of Robust Coloning at Panan Status Ryan Coloning at Panan Status Ryan Status Ryan Shares Ryan Shares Ryan Rates Ryan Rates Ryan Shares Ryan Rates Ryan Shares Ryan Rates Ryan Rates Ryan Rates Ryan Shares Ryan Rates Ryan Rates Ryan Rates Ryan Shares Ryan Rates Ryan Rates Ryan Rates Ryan Rates Ryan Rates Ryan Rates Ryan Rates Rates Ryan Rates Ryan Rates Ryan Rates Ryan Rates Ryan Rates R		04/08/22		
		Principal Planner - Landscape Architect				
REV:	FFTPPRM	04/08/22	CRD	04/08/22		

FORESTRY PERMIT

DATE OF ISSUE: 04/08/22 EXPIRATION DATE: 4/8/2024

FTP2022-00021 PERMITEE: CITY OF ROCKVILLE - DPW ADDRESS: 111 MARYLAND AVENUE ROCKVILLE MD 20850

PHONE: Primary:

Project Name:	E MIDDLE LANE ROAD DIET
SUBDIVISION:	RIGHT-OF-WAY

SITE ADDRESS: E MIDDLE LA LOT: 0000 BLK: 000

PROJECT DESCRIPTION:

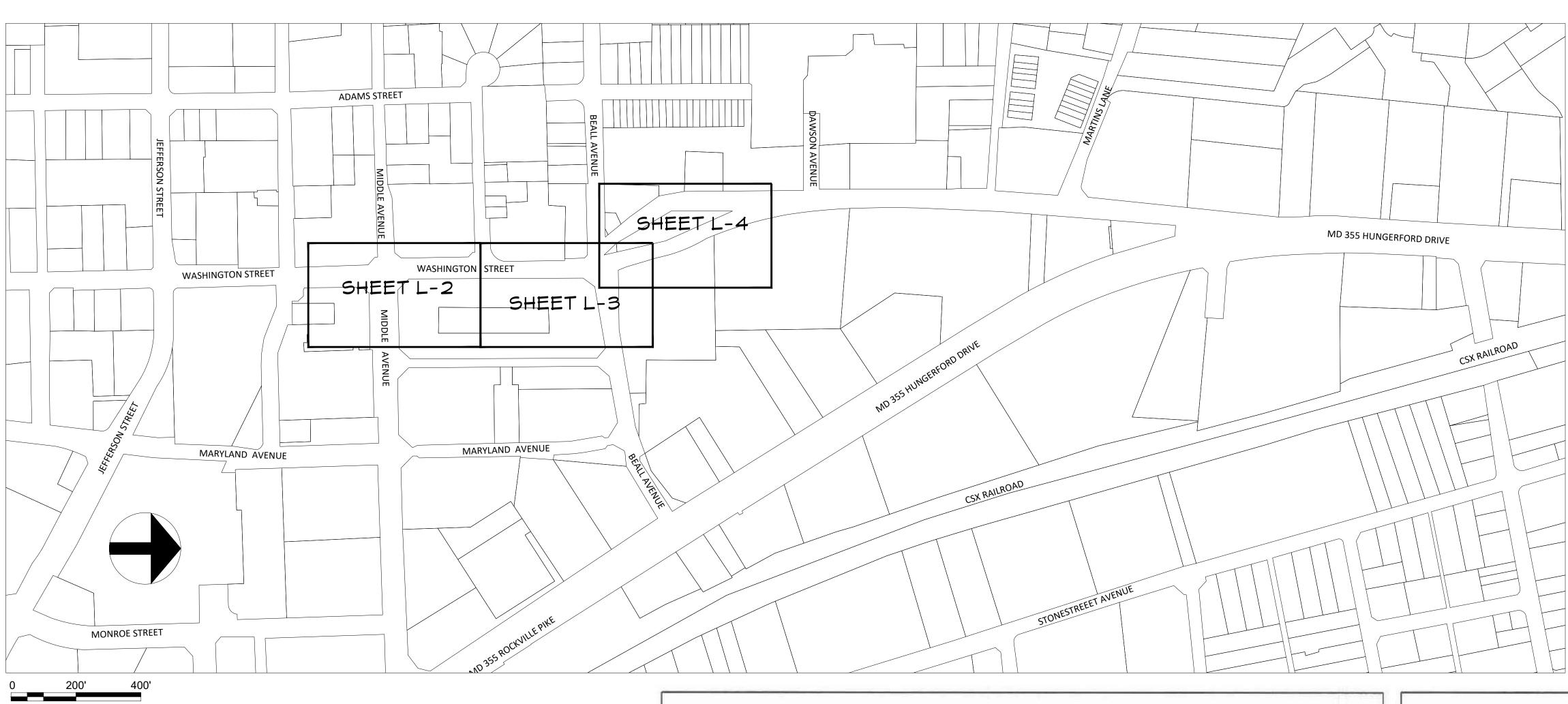
PERMIT #:

NRI/FSD and FTP for road diet project along E Middle Lane from Washington to MD 355, and N Washington Street from W Jefferson Street to MD 355 for signing and striping within the road, curb extension on E Middle and median construction on N Washington Street.

ESTIMATED COST OF WORK:	PERMIT FEES:		AMOUNT OF SECURITY:		
PLANTING: OTHER:	Permit Fee Permit Fee TOTAL FEES:	\$0.00 \$0.00 \$0.00	PLANTING: OTHER: BOND: L OF C: CASH: OTHER:		

THIS PERMIT AUTHORIZES THE ABOVE DESCRIBED CONSTRUCTION SUBJECT TO ALL APPLICABLE LAWS, REGULATIONS, TERMS, AND CONDITIONS HEREIN AND ELSEWHERE Shaun Patrick Ryan Cold Strange Cold Strange Shaun Patrick Ryan Cold Strange Cold Strange Shaun Patrick Ryan Cold Strange Cold Strange Principal Planner - Landscape Architect APPROVED: 04/08/22

REV: FFTPPRM 04/08/22



SEQUENCE OF CONSTRUCTION

- 1. PRIOR TO CLEARING OF TREES, GRADING, OR INSTALLING SEDIMENT CONTROL MEASURES, A PRE-CONSTRUCTION MEETING MUST BE CONDUCTED ON SITE WITH THE CITY OF ROCKVILLE CONSTRUCTION MANAGER (240-314-8544); THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR (240-314-8879); AND THE CITY FORESTRY INSPECTOR (240-314-8713). AT LEAST 48 HOURS NOTICE IS REQUIRED.
- 2. THE PERMITTEE MUST CONTACT MISS UTILITY AT 1-800-257-7777 AT LEAST 48 HOURS BEFORE COMMENCING ANY LAND DISTURBING ACTIVITY. ALL UTILITIES MUST BE MARKED PRIOR TO HOLDING THE PRE-CONSTRUCTION MEETING.
- 3. THE LIMITS OF DISTURBANCE AND TREE SAVE MEASURES, IF APPLICABLE MUST BE FIELD MARKED PRIOR TO THE PRE-CONSTRUCTION MEETING, INSTALLATION OF SEDIMENT CONTROL MEASURES, CONSTRUCTION, OR OTHER LAND DISTURBING ACTIVITIES.
- 4. THE PERMITTEE MUST OBTAIN WRITTEN APPROVAL FROM THE CITY OF ROCKVILLE SEDIMENT CONTROL INSPECTOR, CERTIFYING THAT THE LIMITS OF DISTURBANCE ARE CORRECTLY MARKED AND INSTALLED PRIOR TO COMMENCING ANY CLEARING.
- 5. IF STABILIZED CONSTRUCTION ENTRANCE MUST BE REMOVED OR IS NOT PRESENT, THE CONTRACTOR SHALL DESIGNATE PIECES OF CONSTRUCTION EQUIPMENT THAT SHALL BE ALLOWED WITHIN THE LOD, THIS EQUIPMENT SHALL BE KEPT WITHIN THE LOD UNTIL THE PROPOSED WORK IS COMPLETE AND SHALL HAVE TREADS/TIRES CLEANED PRIOR TO LEAVING THE LOD. HAULING AND DELIVERY OF THE MATERIAL SHALL BE PERFORMED FROM THE ROADWAY. ROADWAY SHALL BE SWEPT CLEAN AS NEEDED.
- 6. PRIOR TO GRADING OR CONSTRUCTION:
- A. CLEAR AND GRADE FOR INSTALLATION OF SEDIMENT CONTROL DEVICES, PERFORM ALL ROOT PRUNING AS DIRECTED BY THE FORESTRY INSPECTOR PRIOR TO INSTALLATION OF PERIMETER SEDIMENT CONTROLS, AND INSTALL SEDIMENT CONTROL PRACTICES.
- B. THE SEDIMENT CONTROL INSPECTOR MAY REQUIRE PLACEMENT OF ADDITIONAL SUPER SILT FENCE OR OTHER SEDIMENT CONTROL MEASURES ON THE SITE AS DEEMED NECESSARY
- C. ONCE SEDIMENT CONTROL PRACTICES ARE INSTALLED, THE CONTRACTOR MUST OBTAIN WRITTEN APPROVAL FROM THE SEDIMENT CONTROL INSPECTOR BEFORE PROCEEDING WITH ADDITIONAL CLEARING, GRUBBING, OR GRADING.
- 7. ONCE WRITTEN APPROVAL HAS BEEN OBTAINED FOR WORK SITE, BEGIN CONSTRUCTION AS DETAILED ON THE PLANS. STABILIZED CONSTRUCTION ENTRANCE MAY BE RELOCATED AS NECESSARY TO PERFORM ASPHALT PAVING. ALL DISTURBED AREAS NOT DIRECTED TO AN MDE APPROVED SEDIMENT CONTROL DEVICE SHALL BE STABILIZED AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL NOT DISTRUB AN AREA GREATER THAN THAT WHICH CAN BE STABILIZED AT THE END OF EACH DAY.
- 8. COMPLETE GRADING & CONSTRUCTION, AND PERMANENTLY STABILIZE ALL AREAS WITHIN THE LOD. 9. OBTAIN WRITTEN APPROVAL FROM THE SEDIMENT CONTROLS AND FORESTRY INSPECTORS AND REMOVE ALL SEDIMENT CONTROL PRACTICES. STABILIZE ANY AREA DISTURBED BY REMOVAL OF SEDIMENT CONTROL DEVICES AND/OR TREE PROTECTION FENCE.



BEFORE BEGINNING CONSTRUCTION CONTACT "MISS UTILITY" WWW.MISSUTILITY.NET OR 1-800-257-7777 OR 811 AT LEAST 48 HOURS PRIOR TO EXCAVATION

Rockville

PLAN PREPARED BY HUMAN & ROHDE, INC. Landscape Architects 512 Virginia Ave. Towson, Maryland 21286 (410) 825-3885 Phone (410) 825-3887 Fax



DEPARTMENT OF PUBLIC WORKS

CITY OF

ROCKVILLE

ROCKVILLE, MARYLAND

111 MARYLAND AVE.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed landscape architect under the laws of the state of Maryland. DEVIN LEARY - HUMAN & ROHDE, INC. 410.825.3885 License No.: <u>3693</u> 410.825.3885 Expiration Date: <u>09-16-2022</u> DEVIN@HUMANANDROHDE.COM

DESIGNED DRAFTED CHECKED

DIRECTOR OF PUBLIC WORKS

PLAN APPROVAL DATE

TREE REPLACEMENT NOTE

A TOTAL OF (4) TREES TO BE REMOVED. NO SIGNIFICANT TREES WILL BE IMPACTED.

HAND DIGGING NOTE

AS REQUIRED BY THE ENGINEER, HAND DIG WITHIN CRITICAL ROOT ZONES OF TREES TO BE PROTECTED, UNDER THE SUPERVISION OF THE CITY ARBORIST.

FINAL PLANTING LOCATION NOTE

FINAL TREE LOCATIONS WILL BE DETERMINED AFTER THE SIDEWALK PROJECT HAS BEEN COMPLETED, AND ITS LOCATION IS SUBJECT TO CHANGE.

NOTES:

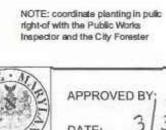
STAKES INTO UNDISTURBED SOIL AT

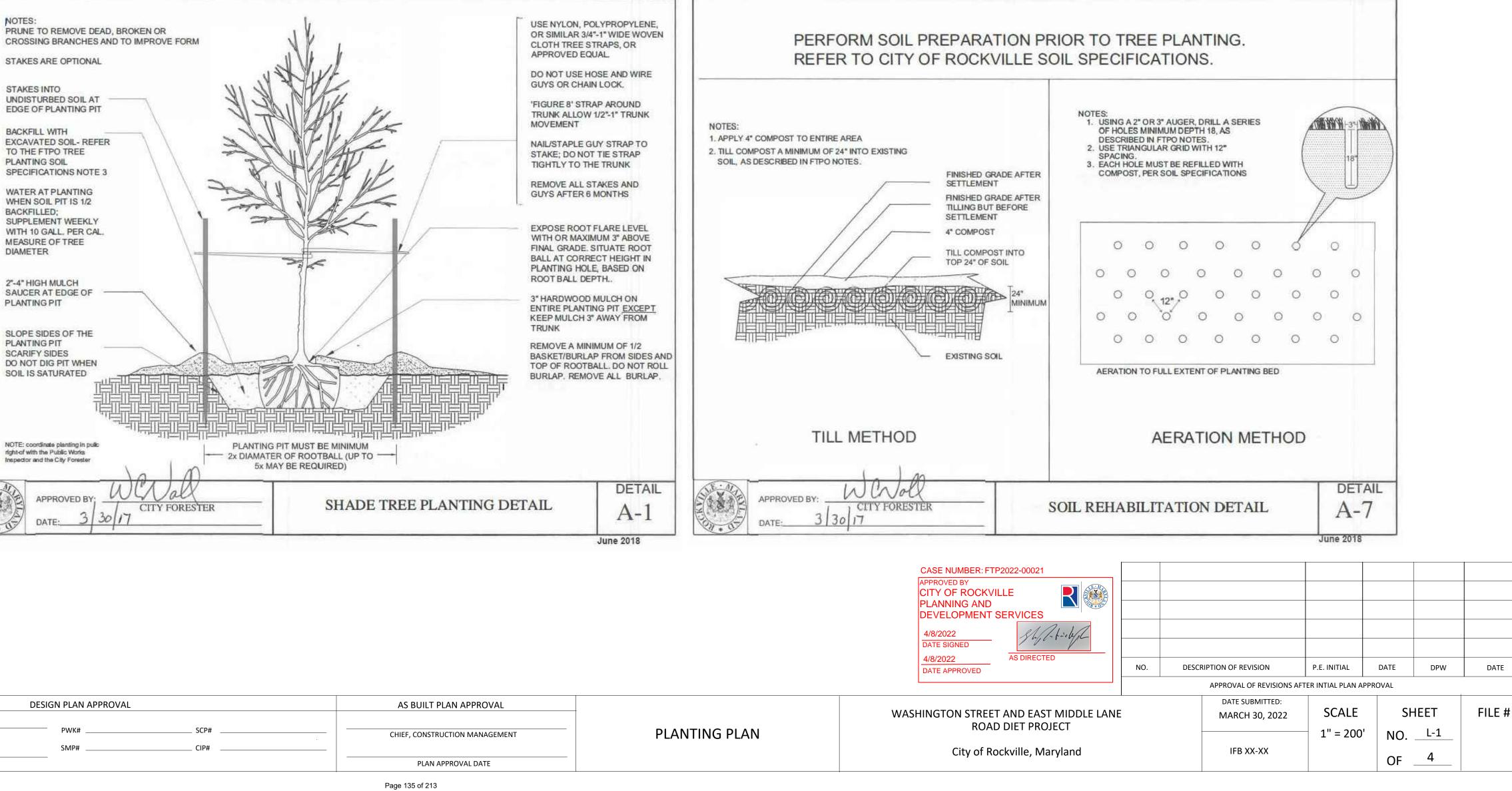
BACKFILL WITH EXCAVATED SOIL- REFER TO THE FTPO TREE PLANTING SOIL

WATER AT PLANTING WHEN SOIL PIT IS 1/2 BACKFILLED; SUPPLEMENT WEEKLY WITH 10 GALL, PER CAL. MEASURE OF TREE DIAMETER

2"-4" HIGH MULCH SAUCER AT EDGE OF PLANTING PIT

SLOPE SIDES OF THE PLANTING PIT SCARIFY SIDES DO NOT DIG PIT WHEN SOIL IS SATURATED





DESIGN PLAN APPROVAL

APPENDIX A

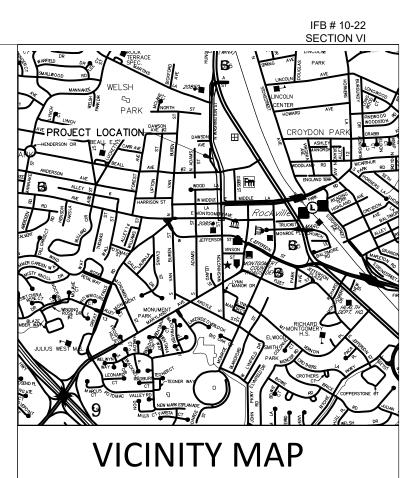
GENERAL NOTES

- THE TOPOGRAPHY SHOWN ON THIS PLAN IS FROM ONLINE GIS THE SOURCE OF SOILS INFORMATION ON THIS PLAN IS FROM THE USDA NRCS WEB SOIL SURVEY (WSS)
- 3. NO REGULATED 100-YEAR FLOODPLAIN IS LOCATED ON-SITE PER FEMA MAP 24031C0334D, DATED 9/29/2006
- 4. THE SITE IS LOCATED IN THE UPPER WATTS BRANCH (USE I-P) MIDDLE POTOMAC #02140202 WATERSHED
- 5. NO STREAMS/WETLANDS PRESENT ON SUBJECT SITE, PER ON-SITE INVESTIGATION BY HUMAN & ROHDE, INC. ON DATED FEBRUARY 17, 2020
- 6. NO RARE, THREATENED OR ENDANGERED SPECIES OBSERVED ON THE SUBJECT PROPERTY (RESPONSE RECEIVED 5/21/20, NO RTE RECORDS LISTED FOR SITE)
- 7. A PORTION OF THE PROJECT SITE IS RECORDED AS BEING PART OF HISTORIC RESOURCE DESCRIBED PER THE CITY'S HISTORIC PRESERVATION DIVISION 8. METHOD USED TO MEASURE TREE DIAMETER: TREES MEASURED USING A TREE
- DIAMETER TAPE AT 4.5' ABOVE UPHILL GROUNDLINE 9. ABSENCE OR PRESENCE OF STATE/COUNTY CHAMPION TREES: NONE FOUND
- 10. ABSENCE OR PRESENCE OF SPECIMEN TREES (30" DBH OR GREATER): 2 FOUND ON SUBJECT PROJECT SITE
- 11. ABSENCE OR PRESENCE OF FOREST COVER: NO AREAS OF FOREST ARE FOUND ON SUBJECT PROJECT SITE
- 12. FIELD WORK CONDUCTED BY: DEVIN LEARY (DNR QUALIFIED PROFESSIONAL / ASLA PLA MA-5827A) & ERIC VANGRIN (DNR QUALIFIED PROFESSIONAL / ISA CERTIFIED ARBORIST MA-5827A)

NEPETA x FAASSENII 'WALKER'S LOW'

WALKER'S LOW CATMINT

13. DATE OF FIELD WORK CONDUCTED: OCTOBER 28, 2021



SCALE 1"=2,000'

PLANTING SCHEDULE

45

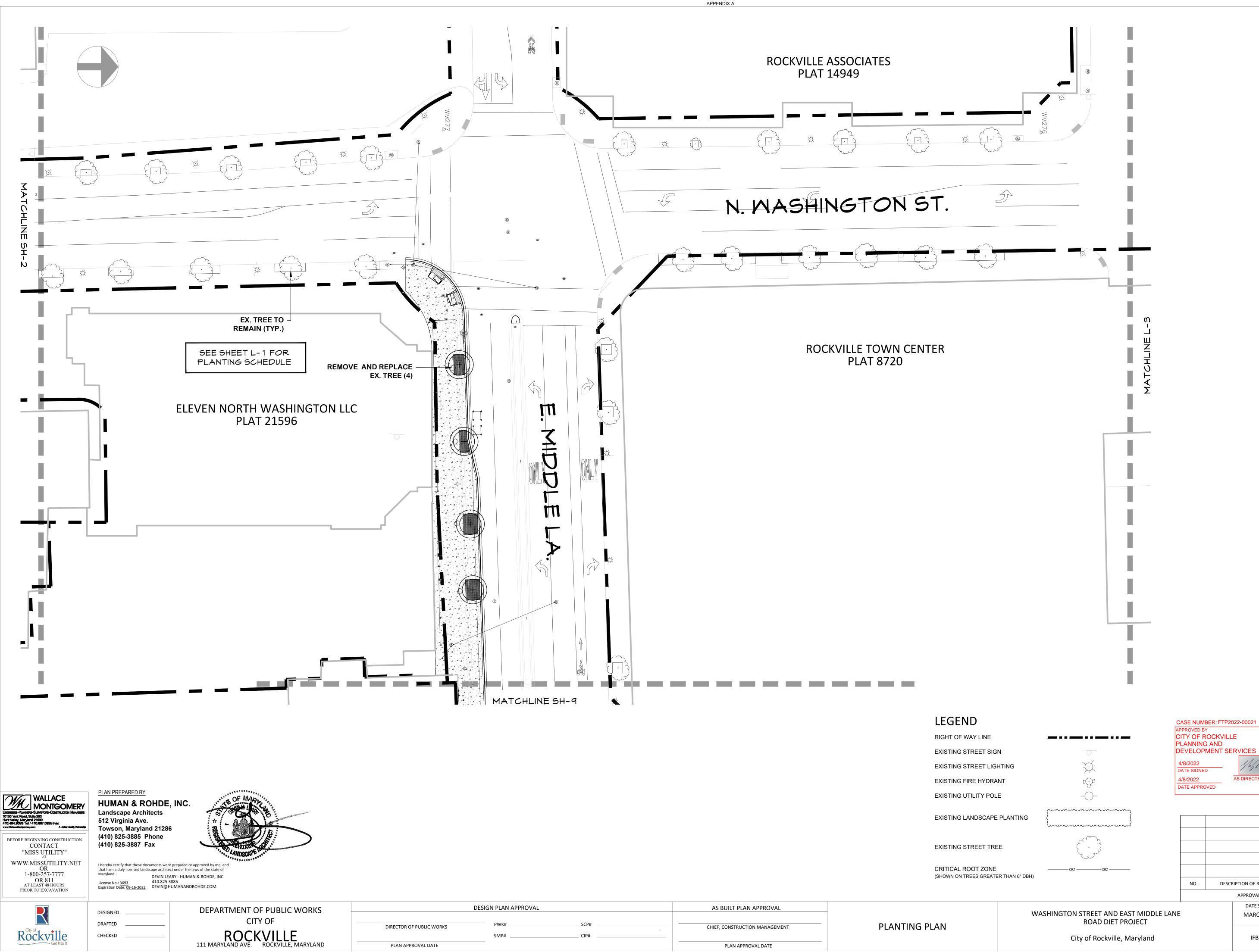
NF

	TREES						
	KEY	QTY.	BOTANICAL NAME COMMON NAME	SIZE	COND.	REMARKS	
	+	4	QUERCUS ROBUR 'FASTIGIATA' UPRIGHT ENGLISH OAK	2" - 2 1/2" CAL.	B&B	FULL SPECIMEN HEADED TO 6' HT	
_	PERENNIALS						
	CA	77	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS	#1	CONT.	24" O.C.	
- F				1			

#1

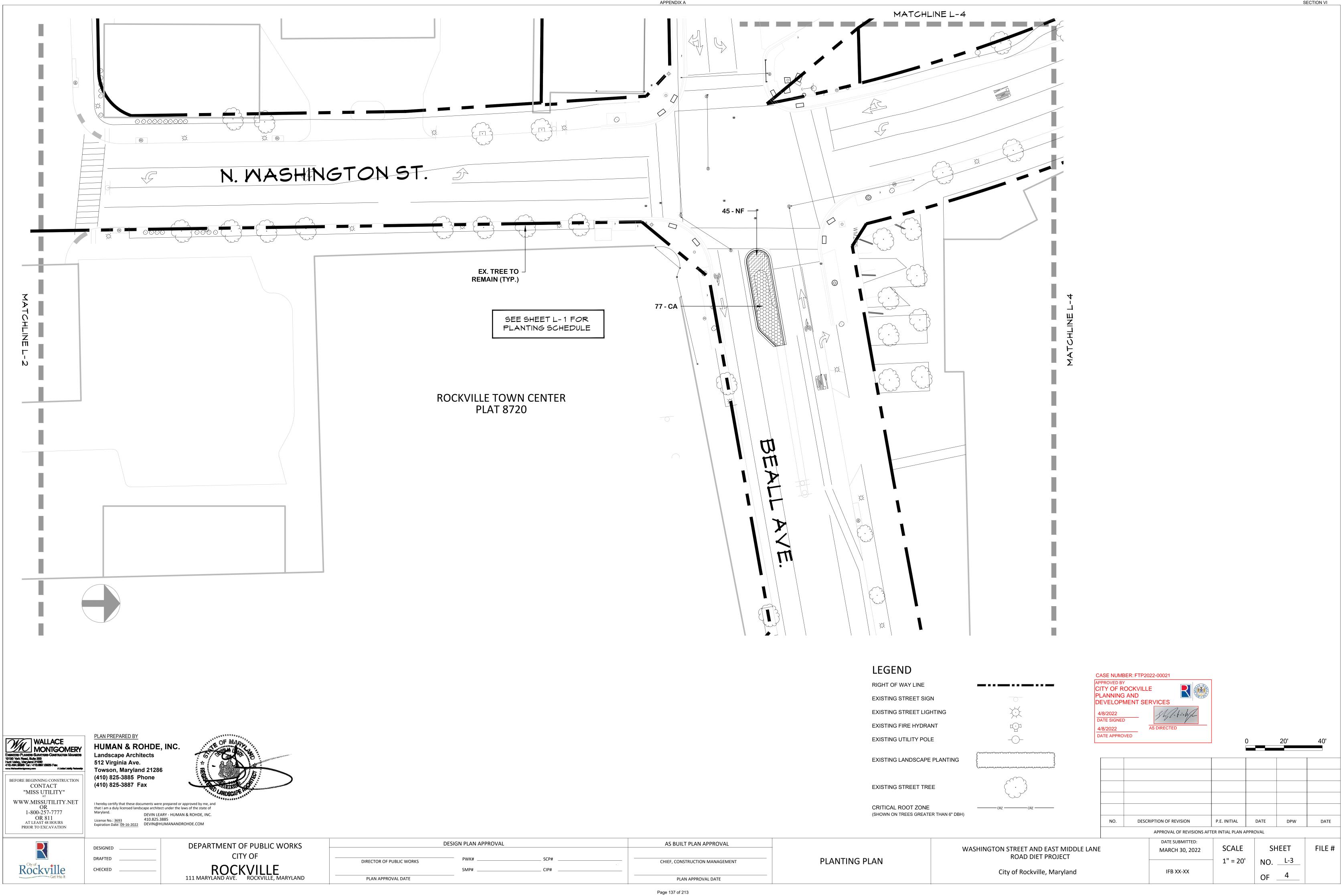
CONT.

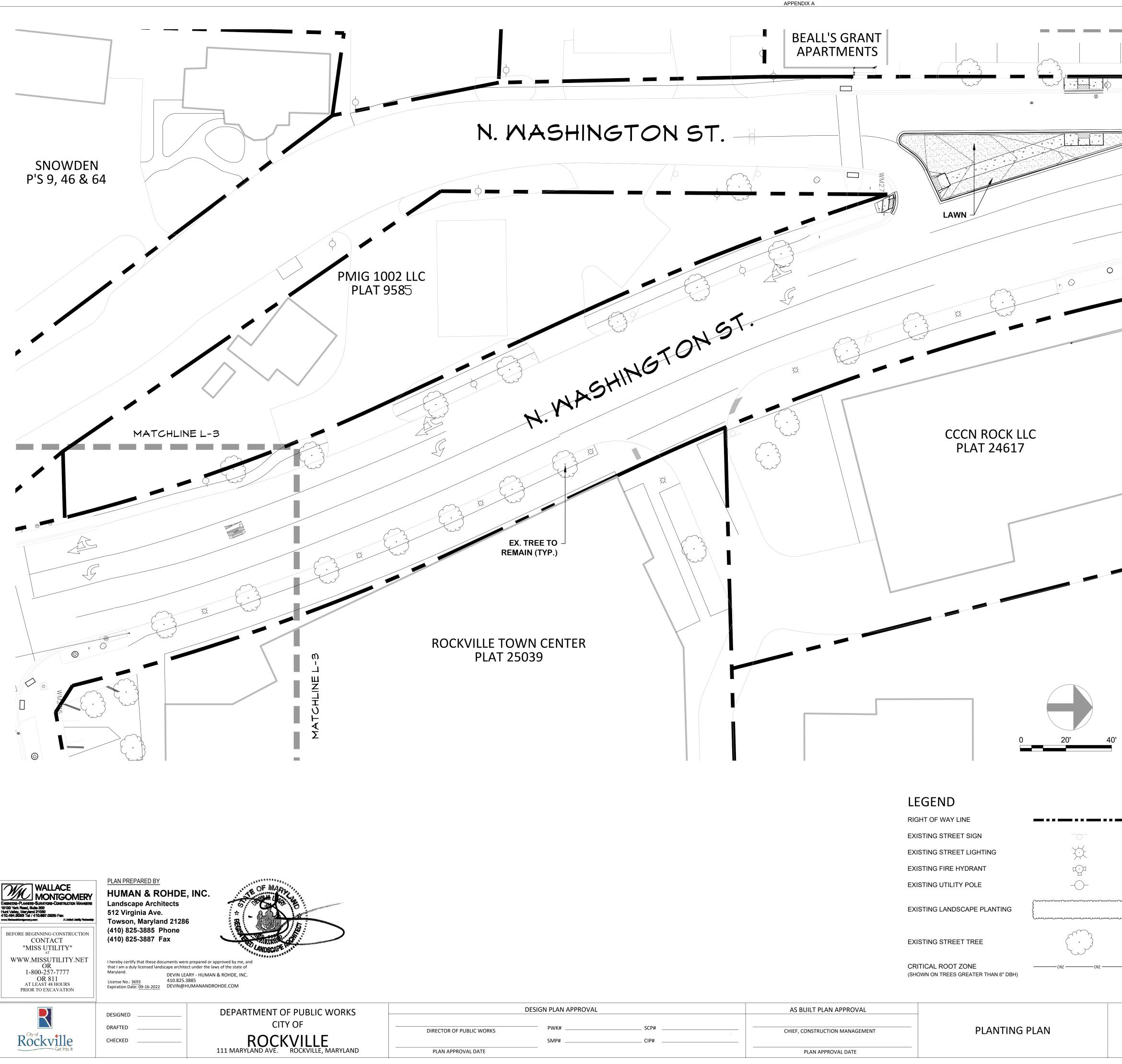
24" O.C.



Page 136 of 213

PROVED BY TY OF ROCKVIL ANNING AND EVELOPMENT SI (8/2022 ATE SIGNED 8/2022					
ATE APPROVED		0		20'	40'
NO. DESC	RIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE
	APPROVAL OF REVISIONS AFT	ER INTIAL PLAN APP	ROVAL		
	DATE SUBMITTED: MARCH 30, 2022	SCALE	Sł	HEET	FILE #
	IFB XX-XX	1" = 20'	NO.		
			OF		





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Planting Notes for Landscape Plans

JULY 2018

INSTALLATION OF PLANT MATERIAL

- 1. The Permittee is responsible for obtaining the approved Landscape Plan and providing a copy to the Landscape Contractor. The Permittee shall ensure that the Landscape Contractor can secure the plants shown on the Landscape Plan. Plant substitutions are not allowed. It is strongly recommended that plant material be secured from supplier by the project start date.
- 2. A pre-planting meeting is required before installation of landscaping. The applicant must schedule an on-site pre-planting meeting with the City Forestry Inspector. Attendees must include the Permittee, landscape contractor, and Forestry Inspector. Trees and shrubs shall conform to the current edition of the American Standard for Nursery Stock (ANSI Z60.1).
- 3. Comply with appropriate City Soil Specification: I. Soil Specification FOR TREE PLANTING WHERE EXISTING PAVEMENT OR OTHER IMPERVIOUS SURFACES WERE
 - PREVIOUSLY LOCATED OR WHERE EXISTING GREENSPACE HAS BEEN SEVERELY DEGRADED¹ 1. Site preparation
 - a. Demolish existing impervious surface and remove all existing asphalt, concrete, stone and construction
 - materials to expose subsoil free of debris. b. Excavate so that final planting bed will provide quality soil to a depth of forty-eight (48) inches, and to a
 - radius of 10' minimum or to new hard edge of planting bed, whichever is less. c. Loosen exposed subsoil below 48" by ripping 18" into the sub grade elevation.
 - d. Test to ensure that planting bed drains at a rate of at least 1 inch/per hour. e. Install imported soil to fill excavated planting bed. Imported soil shall consist of 50% top soil1, 40% coarse washed sand, and 10% mature2 compost, by volume, and have a chemical composition compatible with healthy growth. When installing the soil, it should be installed in lifts or layers of < 12
 - inches (30 cm), tamping or watering (not both) between lifts to minimize potential settling. 2. Immediately prior to installation of plant material, the soil must be tested and must have a pH range between 6 and 7 and a nutrient content which corresponds to an adequate rating, per current industry standards. Amend soil, if necessary to achieve the current industry standard.
 - 3. The Forestry Inspector may require additional soil specifications, based on site conditions.
 - II. Soil Specification FOR PLANTING WHERE EXISTING GREEN SPACE HAS NOT BEEN PROTECTED FROM CONSTRUCTION IMPACTS BUT IS NOT SEVERELY DEGRADED.

1. Site Preparation:

- a. Remove all construction debris and top four to six inches of existing soil.
- b. Test remaining existing soil to verify a pH range between 6 and 7, and has a nutrient content which corresponds to an adequate rating, per current industry standards.
- c. Apply four (4) inches of mature compost evenly over the entire planting surface. Provide compost supplier information and specifications to the City Forestry Inspector for approval prior to install. (4" = 12 c.y. p/1,000s.f.)
- d. Till the compost into the existing soil to a minimum depth of thirty-six (36) inches for trees, using the city's soil profile rebuilding specification. Depth to eighteen (18) inches for shrubs; twelve (12) inches for herbaceous groundcover, and to eight (8) inches for lawn.
- e. If soil does not meet nutrient standards, mitigate soil chemistry to meet the chemical parameters. ¹See definitions section of *City Soil Profile Rebuilding Specification*

² See definitions section of *City Soil Profile Rebuilding Specification* ³ See definitions section of *City Soil Profile Rebuilding Specification*

2. The Forestry Inspector may require additional soil specifications, based on site conditions.

- III. Soil Specification FOR PLANTING WITHIN EXISTING GREEN SPACE AREAS WHICH HAVE BEEN PROTECTED FROM CONSTRUCTION IMPACTS (One of two options, as determined by Forestry Inspector) Refer to approved City of Rockville Detail A-7
- 1. Test existing soil to verify it has a pH range between 6 and 7, and a nutrient content which corresponds to an adequate rating, per current industry standards. If soil does not meet nutrient standards, one of two options will be performed to mitigate the soil:
- a. Option 1- Till Method- Depth of tilling for planting must be at least twenty-four (24) inches: i. Apply four (4) inches of mature compost evenly over the entire planting surface. Provide compost supplier information and specifications to the City Forestry Inspector for approval prior to install.
- (4" = 12 c.y. p/1,000s.f.) ii. Till the compost into the existing soil to a minimum depth of twenty-four (24") inches.
- b. Option 2 Aeration and Vertical Mulching i. Using a 2-3" Auger, drill a series of holes in the soil to a depth of twenty-four (24) inches.
- ii. Begin at the edge of the hole dug for the root ball, and continue drilling at one-foot intervals (maximum), in concentric rings around the tree out to ten (10) feet from the tree, or two and a half (2.5) feet for shrubs, and for the entire bed of herbaceous groundcover. Aerate/vertical mulch to eight (8) inches for lawn areas.
- iii. Each hole must be refilled with mature compost. c. The Forestry Inspector may require additional soil specifications, based on site conditions.
- IV. Soil testing of the existing soil may be conducted with PRIOR approval from the City's Forestry Inspector to determine the number and location of the samples. The above requirements may be reduced if soil testing
- shows the following:
- 1. Soil pH is between 5.5 and 7 2. The top 24" of existing soil contains a minimum of 4-6% organic matter by weight
- 3. The soil is free of contaminants
- 4. The soil texture is sandy loam or loam
- 5. The soil has an infiltration rate not less than 1" per hour
- 6. The soil does not contain debris or stones greater than one inch
- 7. The soluble salt content is less than 3 dS/m 8. Consult the University of Maryland Extension website: http://extension.umd.edu/ for a listing of
- commercial soil testing facilities.
- V. Soil preparation is required for street trees planted within the city's rights-of-way and private street trees, if
- 4. The depths and grades shown on plan drawings are final grades after settlement and shrinkage of the organic material. The contractor shall install the soil mix at a higher level to anticipate this reduction of volume. Lawn areas shall be installed one (1) inch higher than the design grades. Soil media under paved surfaces shall be installed on half (0.5) inch higher than the design grades. All grade increases are assumed to be as measured to be prior to the addition of any surface compost till layer or mulch or sod.
- 5. All details of the planting plans regarding plant quality and proper planting will be discussed including but not limited to:
 - a. Plant quality.
 - b. Proper form for species. c. Proper ratio of caliper size/height to container size/root ball size.
 - d. Proper pruning cuts if applicable in accordance with current ANSI A300 pruning standards (generally there should be no recent pruning).
 - e. No co-dominant stems or multiple trunks (unless approved by FCP or by The Forestry Inspector).
 - f. Sound graft union.
 - g. Free of girdling roots, or the ability to remove girdling roots without damaging the tree. h. Trees shall be healthy, vigorous, insect/disease free, and without cankers/cracks or trunk damage.
- 6. Proper Installation
 - a. Root flare no higher than three (3) inches from existing grade. b. Exposed root flare (not graft); removing more than several inches of soil to expose the root flare may result in the
 - rejection of the plant material. c. Wire baskets/twine/burlap removed from at least the top half of root ball, or as directed by Forestry Inspector.
 - d. All burlap or twine removed completely.
 - e. No hose and wire; staking and strapping per City planting detail. f. Planting Hole a minimum of twice the width of the root ball; could be greater. Planting detail assumes soil has been
 - prepared per the city's specifications (Planting, #3).
 - g. Mulched properly, per City planting detail. h. Wildlife protection installed, if required; type approved by the Forestry Inspector.
- 7. Plant material not complying with the above requirements may be rejected at the discretion of the City Forestry Inspector.

8. Tree planting will generally not be permitted between the dates of June 1 and September 1, or when the ground is frozen. Warranties for bonded plant material will not commence during these periods.

CASE NUMBER: FTP2022-00021							
APPROVED BY CITY OF ROCKVILLE PLANNING AND							
DEVELOPMENT SERVICES							
4/8/2022 DATE SIGNED							
4/8/2022 AS DIRECTED							
DATE APPROVED	NO.	DESCRIF	PTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE
			APPROVAL OF REVISIONS	AFTER INTIAL PLAN A	APPROVAL		•
	·		DATE SUBMITTED:				

WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

City of Rockville, Maryland

MARCH 30, 2022	SCALE	SHEET	FILE #
	1" = 20'	NO. <u>L-4</u>	
IFB XX-XX		OF _4	

- they are part of the approved plan.

Chapter 31B – Noise Control

- § 31B-2. Definitions.
- § 31B-3. Regulations.
- § <u>31B-4</u>. Noise control advisory board.
- § 31B-5. Noise level and noise disturbance violations.
- § <u>31B-6</u>. Noise level and noise disturbance standards for construction.
- § <u>31B-7</u>. Measurement of sound.
- § <u>31B-8</u>. Noise sensitive areas.
- § 31B-9. Leafblowers.
- § <u>31B-10</u>. Exemptions.
- § <u>31B-11</u>. Waivers.
- § <u>31B-12</u>. Enforcement and penalties.

Sec. 31B-1. Declaration of policy.

- (a) The County Council finds that excessive noise harms public health and welfare and impairs enjoyment of property. The intent of this Chapter is to control noise sources to protect public health and welfare and to allow the peaceful enjoyment of property. This Chapter must be liberally construed to carry out this intent.
- (b) The Department of Environmental Protection administers this Chapter.
 - (1) The Department must coordinate noise abatement programs of all County agencies, municipalities, and regional agencies.
 - (2) A County agency, municipality in which this Chapter applies, or regional authority subject to County law must not adopt a standard or regulation that is less stringent than this Chapter or any regulation adopted under this Chapter.
 - (3) The Director may form an Interagency Coordinating Committee to assist the Director in coordinating noise control policy. If the Director forms the Committee, the Director must designate an individual to chair the Committee. The members of the Committee should be designated by County, local, and regional agencies that the Director invites to participate.
 - (4) The Department must establish procedures to identify and reduce noise sources when the County plans and issues permits, variances, exemptions, or approvals.
 - (5) The Department should make recommendations to the County Executive, County Council, and Planning Board regarding noise control policy, regulations, enforcement, and noise sensitive areas. (1996 L.M.C., ch. 32, § 1.)

Editor's note—See County Attorney Opinion dated 3/16/92 explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-2. Definitions.

In this Chapter, the following words and phrases have the following meanings:

- (a) *Construction* means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.
- (b) dBA means decibels of sound, as determined by the A-weighting network of a sound level meter or by calculation from octave band or one-third octave band data.
- (c) *Daytime* means the hours from 7 a.m. to 9 p.m. on weekdays and 9 a.m. to 9 p.m. on weekends and holidays.

- (d) Decibel means a unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound pressure squared to the standard reference pressure squared. For this Chapter, the standard reference pressure is 20 micropascals.
- (e) Department means the Department of Environmental Protection.
- (f) *Director* means the Director of the Department of Environmental Protection or the Director's authorized designee.
- (g) Enforcement officer means:
 - (1) for a noise originating from any source:
 - (A) an employee or agent of the Department designated by the Director to enforce this Chapter;
 - (B) a police officer; or
 - (C) a person authorized under Section 31B-12(a) to enforce this Chapter;
 - (D) a person authorized by a municipality to enforce this Chapter; or
 - (2) for a noise originating from an animal source, the Director of the Animal Services Division in the Police Department or the Director's authorized designee.
- (h) Impulsive noise means short bursts of a acoustical energy, measured at a receiving property line, characterized by a rapid rise to a maximum pressure followed by a somewhat slower decay, having a duration not greater than one second and a field crest factor of 10 dBA or more. Impulsive noise may include, for example, noise from weapons fire, pile drivers, or punch presses.
- (i) *Leaf blower* means any portable device designed or intended to blow, vacuum, or move leaves or any other type of unattached debris or material by generating a concentrated stream of air. Leafblower includes devices or machines that accept vacuum attachments.
- (j) *Nighttime* means the hours from 9 p.m. to 7 a.m. weekdays and 9 p.m. to 9 a.m. weekends and holidays.
- (k) *Noise* means sound, created or controlled by human activity, from one or more sources, heard by an individual.
- (I) Noise area means a residential or non-residential noise area:
 - (1) Residential noise area means land in a zone established under Section 59-C-1.1, Section 59-C-2.1, Division 59-C-3, Section 59-C-6.1, Section 59-C-7.0, Section 59-C-8.1, Section 59-C-9.1 for which the owner has not transferred the development rights, or Section 59-C-10.1, or land within similar zones established in the future or by a political subdivision where Chapter 59 does not apply.
 - (2) Non-residential noise area means land within a zone established under Section 59-C-4.1, Section 59-C-5.1, Section 59-C-9.1 for which the owner has transferred the development rights, or Division 59-C-12, or land in similar zones established in the future or by a political subdivision where Chapter 59 does not apply.
- (m) Noise disturbance means any noise that is:
 - (1) unpleasant, annoying, offensive, loud, or obnoxious;
 - (2) unusual for the time of day or location where it is produced or heard; or
 - (3) detrimental to the health, comfort, or safety of any individual or to the reasonable enjoyment of property or the lawful conduct of business because of the loudness, duration, or character of the noise.
- (n) *Noise sensitive area* means land designated by the County Executive as a noise sensitive area under Section 31B-8.

- (o) *Noise-suppression plan* means a written plan to use the most effective noise-suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.
- (p) Person means an individual, group of individuals, corporation, firm, partnership, or voluntary association; or a department, bureau, agency, or instrument of the County or any municipality, or of any other government to the extent allowed by law.
- (q) Prominent discrete tone means a sound, often perceived as a whine or hum, that can be heard distinctly as a single pitch or a set of pitches. A prominent discrete tone exists if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the 2 contiguous one-third octave bands by:
 - (1) 5 dB for center frequencies of 500 Hz and above;
 - (2) 8 dB for center frequencies between 160 and 400 Hz; or
 - (3) 15 dB for center frequencies less than or equal to 125 Hz.
- (r) *Qualifying performing arts facility* means the outdoor area of a building, outdoor seasonal, temporary, or permanent stage, or other clearly defined outdoor area or space, which is:
 - (1) used for an outdoor arts and entertainment activity; and
 - (2) owned or operated by the County; and
 - (3) so designated by the County Executive in an Executive Order published in the County Register. The Executive may revoke a designation at any time by publishing an Executive Order revoking the designation in the County Register.
- (s) *Receiving property* means any real property where people live or work and where noise is heard, including an apartment, condominium unit, or cooperative building unit.
- (t) Sound means an auditory sensation evoked by the oscillation of air pressure.
- (u) *Source* means any person, installation, device, or animal causing or contributing to noise. (1996 L.M.C., ch. 32, § 1; <u>2001 L.M.C., ch. 2</u>, § 1.)

Editor's note—See County Attorney Opinion dated <u>10/6/00</u> indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated <u>3/16/92</u> explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-3. Regulations.

The County Executive may establish noise control regulations and standards as necessary to accomplish the purposes and intent of this Chapter. Any regulation must be at least as stringent as this Chapter. The Executive by regulation may set fees that are sufficient to offset the costs of Department reviews or other actions required or authorized by this Chapter. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-4. Noise control advisory board.

- (a) A Noise Control Advisory Board must advise the County Executive, Director, County Council, and Planning Board on noise control issues, including administration and enforcement of this Chapter.
- (b) The Board consists of 11 members appointed by the Executive and confirmed by the Council.
- (c) The Board must elect one member as Chair and another member as Vice-Chair to serve at the pleasure of the Board. The Board must meet at the call of the chairperson as required to perform its duties, but not less than once each quarter. A majority of the members of the

Board constitutes a quorum for transacting business. The Board may act by a majority vote of those present.

- (d) At least every third year, the Board must evaluate the effectiveness of the County's noise control program and recommend any improvements to the Director, County Executive, County Council, and Planning Board.
- (e) No later than March 1 each year, the Chair of the Board must report to the Director, County Executive, County Council, and Planning Board on activities and actions the Noise Control Advisory Board took during the previous calendar year. (1996 L.M.C., ch. 32, § 1; 1999 L.M.C., ch. 2, § 1.)

Editor's note-1999 L.M.C., ch. 2, § 1, increased the number of Board members from 7 to 11. 1999 L.M.C., ch. 2, § 2, states:

Sec. 2. Transition.

- (a) The terms of the 4 members of the Noise Control Advisory Board added by this Act end:
 - (1) for 1 member, on September 30, 1999, and every third year thereafter;
 - (2) for 2 members, on September 30, 2000, and every third year thereafter; and
 - (3) for 1 member, on September 30, 2001, and every third year thereafter.
- (b) When appointing the first individual to serve in one of the 4 new positions, the County Executive must designate the term in subsection (a) for which the Executive is appointing the individual.
- (c) This Act does not affect the term of any current member of the Board. **Cross reference-**Boards and commissions generally, § <u>2-141</u> et seq.

Sec. 31B-5. Noise level and noise disturbance violations.

- (a) Maximum allowable noise levels.
 - (1) Except as otherwise provided in Sections 31B-6(a) and 31B-8, a person must not cause or permit noise levels that exceed the following levels:

Maximum Allowable Noise Levels (dBA) for Receiving Noise Areas								
	Daytime	Nighttime						
Non-residential noise area	67	62						
Residential noise area	65	55						

- (2) A person must not cause or permit the emission of a prominent discrete tone or impulsive noise that exceeds a level, at the location on a receiving property where noise from the source is greatest, that is 5 dBA lower than the level set in paragraph (1) for the applicable noise area and time.
- (3) Sound that crosses between residential and non-residential noise areas must not exceed the levels set in paragraph (1) for residential noise areas.
- (b) *Noise disturbance*. A person must not cause or permit noise that creates a noise disturbance.
- (c) *Examples.* The following examples illustrate common noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise

disturbance. The examples are illustrative only and do not limit or expand the noise level or noise disturbance standards of this section:

- (1) Sounding a horn or other signaling device on any motor vehicle on private property except:
 - (A) in an emergency; or
 - (B) as a danger warning signal during daytime hours if the device complies with noise level limits.
- (2) Operating a sound-producing device on public streets for commercial advertising or to attract public attention.
- (3) Selling anything by outcry.
- (4) Loading, unloading, opening, closing or otherwise handling containers, building materials, construction equipment, or similar objects.
- (5) Operating a device that produces, reproduces, or amplifies sound.
- (6) Allowing an animal to create a noise disturbance.
- (7) Operating power equipment mounted on a motor vehicle or operating other devices powered by a generator or a motor vehicle. (1996 L.M.C., ch. 32, § 1.)

Editor's note—See County Attorney Opinion dated <u>10/6/00</u> indicating that long-term parking on public streets is prohibited in certain circumstances, but not based on the size of the vehicle. See County Attorney Opinion dated <u>3/16/92</u> explaining that the Washington Metropolitan Area Transportation Authority (esp. Metrorail) is subject to the County's noise control law, although an exemption may be obtained if it is in the public interest.

Sec. 31B-6. Noise level and noise disturbance standards for construction.

- (a) Maximum allowable noise levels for construction.
 - (1) A person must not cause or permit noise levels from construction activity that exceed the following levels:
 - (A) From 7 a.m. to 5 p.m. weekdays:
 - (i) 75 dBA if the Department has not approved a noise-suppression plan for the activity; or
 - (ii) 85 dBA if the Department has approved a noise-suppression plan for the activity.
 - (B) The level specified in Section 31B-5 at all other times.
 - (2) Construction noise levels must be measured at the location, at least 50 feet from the source, on a receiving property where noise from the source is greatest.
 - (3) The Department must by regulation establish requirements for noise-suppression plans and adopt procedures for evaluating and approving plans. The regulations must provide that, at least 10 days before approving a noise-suppression plan, the Director must provide public notice reasonably calculated to reach at least a majority of households that might be affected by the construction activity noise levels above 75 dBA.
- (b) *Construction noise disturbance.* The prohibition on noise disturbance in Section 31B- 5(b) applies to construction activities, notwithstanding subsection (a).
- (c) Examples. The following examples illustrate common construction noise-producing acts that violate this section if they exceed the noise level standards set in subsection (a) or create a noise disturbance. The examples are illustrative only and do not limit or expand the construction noise level or noise disturbance standards of this section:
 - (1) Delivering materials or equipment, or loading or unloading during nighttime hours in a residential noise area.
 - (2) Operating construction equipment with audible back-up warning devices during nighttime hours. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-6A. Seasonal noise level standard for qualifying outdoor arts and entertainment activities.

- (a) Each outdoor arts and entertainment activity held at a qualifying performing arts facility must not exceed the following noise decibel limits:
 - (1) from 11 a.m. to 11 p.m. during April 1 through October 31, 75 dBA, as measured on the receiving property; and
 - (2) at all other times, the maximum allowable noise level set in Section 31B-5.
- (b) A qualifying performing arts facility which has complied with this Section must not cause or permit noise levels from an outdoor arts and entertainment activity to exceed the standards in subsection (a).
- (c) Any outdoor arts and entertainment activity conducted at a qualifying performing arts facility which has complied with this Section must not be cited as causing a noise disturbance.
- (d) The Department must annually advise the Executive and Council, and the operator of each qualifying performing arts facility, whether the noise levels specified in this Section remain appropriate for that facility and the extent of compliance with those levels. (2011 L.M.C., ch. 7, § 1)

Sec. 31B-7. Measurement of sound.

- (a) The Department must issue regulations establishing the equipment and techniques it will use to measure sound levels. The Department may rely on currently accepted standards of recognized organizations, including the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), and the United States Environmental Protection Agency.
- (b) For multiple sources of sound, the Department may measure sound levels at any point to determine the source of a noise. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-8. Noise sensitive areas.

- (a) The County Executive may designate by regulation land within any geographical area as a noise sensitive area to protect public health, safety, and welfare. The regulation may prohibit certain noise producing activities in the noise sensitive area.
- (b) A regulation under subsection (a) must:
 - (1) describe the area by reference to named streets or other geographic features;
 - (2) explain the reasons for the designation;
 - (3) establish specific noise limits or requirements that apply in the noise sensitive area; and
 - (4) describe by example or enumeration activities or sources that violate the limits or requirements.
- (c) A regulation under subsection (a) may establish limits or requirements for a noise sensitive area that are more stringent than those that otherwise would apply to the area under this Chapter. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-9. Leafblowers.

(a) Except as provided in this section, a person must not sell, buy, offer for sale, or use a leafblower at any time that has an average sound level exceeding 70 dBA at a distance of 50

feet. This requirement is in addition to any other noise level or noise disturbance standard that applies under this Chapter.

- (b) An individual who owns or occupies a residence in a residential noise area may use at the individual's residence a leafblower bought or manufactured before July 1, 1990, until July 1, 1998, even if it exceeds the standard in subsection (a). After July 1, 1998, a person must not use any leafblower that violates the standard in subsection (a).
- (c) The Department must apply the standard in subsection (a) in accordance with the most current leaf-blower testing standard of the American National Standards Institute (ANSI).
- (d) The Department may inspect, and on its request a person must produce, any leafblower that is sold, offered for sale, or used in the County, to determine whether the leafblower complies with this section. A person who relies in good faith on a manufacturer's written representation of the sound level of a leafblower that has not been modified is not subject to a penalty for violating this section. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-10. Exemptions.

- (a) This Chapter does not apply to:
 - (1) agricultural field machinery used and maintained in accordance with the manufacturer's specifications;
 - (2) emergency operations by fire and rescue services, police agencies, or public utilities and their contractors;
 - (3) a source or condition expressly subject to any State or federal noise-control law or regulation that is more stringent than this Chapter;
 - (4) sound, not electronically amplified, created between 7 a.m. and 11 p.m. by sports, amusements, or entertainment events or other public gatherings operating according to the requirements of the appropriate permit or licensing authority. This includes athletic contests, carnivals, fairgrounds, parades, band and orchestra activities, and public celebrations.
- (b) The County Executive may issue regulations exempting from Section 31B-5 sources associated with routine residential living during daytime hours, such as home workshops, power tools, and power lawn and garden equipment, when used in accordance with manufacturer specifications. This exception does not apply to repairs or maintenance on a motor vehicle that is not registered for use on public roads. (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-11. Waivers.

- (a) Temporary waiver.
 - (1) The Director may waive any part of this Chapter for a temporary event if the noise the event will create or cause in excess of the limits established under this Chapter is offset by the benefits of the event to the public.
 - (2) When the Director receives an application under this subsection, the Director must provide public notice of the application reasonably calculated to reach at least a majority of households that might be affected by noise levels anticipated for the event. The Director must not approve an application under this subsection less than 10 days after the public notice.
- (b) General waiver.
 - (1) The Director may waive any part of this Chapter if the Director determines that compliance in a particular case is not practical and would impose undue hardship.
 - (2) When the Director receives an application under this subsection, the Director must schedule a hearing on the application within 60 days.
 - (3) At least 30 days before the hearing, the applicant must advertise the hearing by:

- (A) placing a display advertisement in a newspaper of general circulation in the community where the source that is the subject of the application is located; and
- (B) posting a sign at the location of the source.
- (4) Based on evidence presented at the hearing, the Director may grant a waiver for up to 3 years, under terms and conditions appropriate to reduce the impact of the exception.
- (5) The Director may renew a waiver granted under this subsection if the applicant shows that the circumstances supporting the original waiver have not changed.
- (c) *Violation of waiver.* The Director may suspend, modify, or revoke a waiver granted under this section if a person violates the terms or conditions of the waiver.
- (d) *Regulations and fees.* The County Executive must issue regulations implementing this section that:
 - (1) set the procedures and fees to apply for a waiver under subsections (a) or (b);
 - (2) require the applicant to use the best technology and strategy reasonably available to mitigate noise, as determined by the Director;
 - (3) allow temporary waivers under subsection (a) of no more than 30 days, renewable at the discretion of the Director no more than twice; and
 - (4) specify the requirements for the hearing advertisement and sign required under subsection (b)(3). (1996 L.M.C., ch. 32, § 1.)

Sec. 31B-12. Enforcement and penalties.

- (a) The Department must enforce this Chapter. The County Executive may delegate in writing the authority to enforce parts of this Chapter to the Police Department or any other Executive agency.
- (b) A violation of this Chapter is a Class A violation. Each day a violation continues is a separate offense. A violation of Section 31B-6 is a separate offense in addition to any other violation of this Chapter arising from the same act or occurrence.
- (c) The Department may seek injunctive or other appropriate judicial relief to stop or prevent continuing violations of this Chapter.
- (d) If the Director finds that a person has violated this Chapter, the Director may issue a notice of violation and corrective order to the person. The notice must contain the following information:
 - (1) the section of this Chapter that the person violated;
 - (2) the date, nature, and extent of the violation;
 - (3) the action required to correct the violation;
 - (4) if the Director requires a compliance plan, the deadline for submitting the plan to the Director; and
 - (5) the deadline for compliance.
- (e) The compliance plan referred to in subsection (d)(4) must establish a schedule for achieving compliance with this Chapter, as specified in the corrective order. A compliance plan, and amendments to a plan, are not effective until the Director approves the plan or amendment. An action allowed under an approved compliance plan does not violate this Chapter.
- (f) An enforcement officer may issue a civil citation for any violation of this Chapter if the enforcement officer:
 - (1) witnesses the violation; or

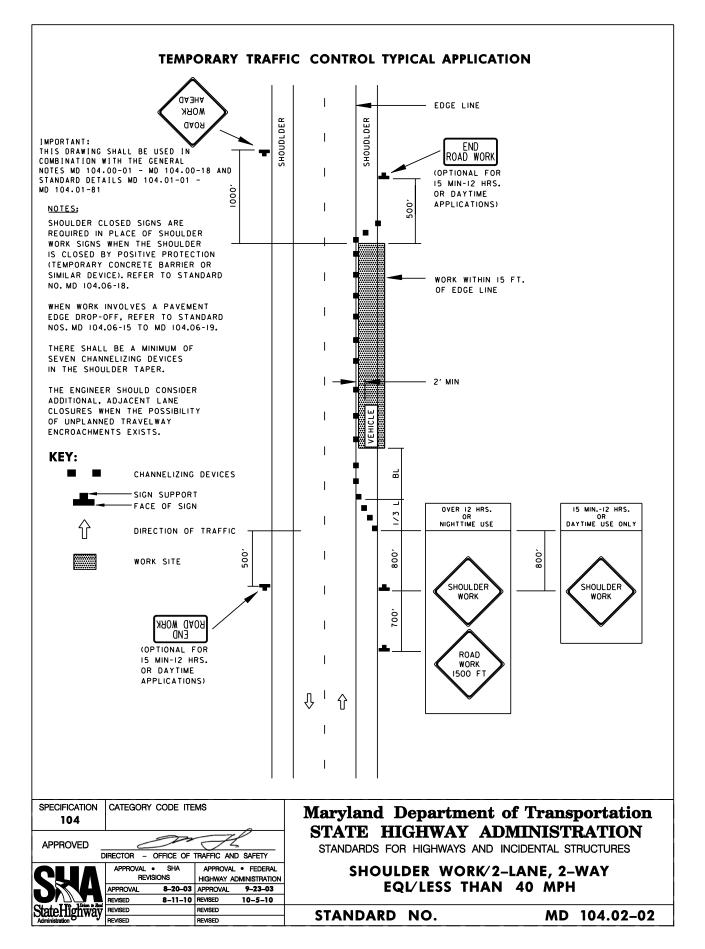
- (2) receives complaints from at least 2 witnesses of a noise disturbance. Complaints by 2 witnesses are required to issue a citation under paragraph (2), but are not required to prove that a person violated this Chapter.
- (g) The Director of the Animal Services Division may initiate administrative action before the Animal Matters Hearing Board instead of an enforcement officer issuing a citation under subsection (f) for a violation of this Chapter originating from an animal source.
- (h) A person aggrieved by any action or order of the Director under Sections 31B-9 and 31B-11 may seek reconsideration within 10 days after the date of the action or order. A request for reconsideration must be in writing to the Director, and must specify the date and nature of the action or order, the injury sustained, the remedy requested, and the legal basis for the remedy. If the Director finds that there are material facts in dispute, the Director may refer the matter to a hearing officer under the procedures specified in Chapter 2A. If the Director finds that there are no material facts in dispute, the Director must make a final decision on the request for reconsideration in writing within 45 days after receiving the request. The aggrieved person may appeal from the Director's final decision within 30 days after the Director issues the decision, as provided in Section 2A-11.
- (i) (1) A person responsible for a violation of Section 31B-6 and the person responsible for the management or supervision of the construction site where the source of the violation is located are jointly and severally liable for the violation.

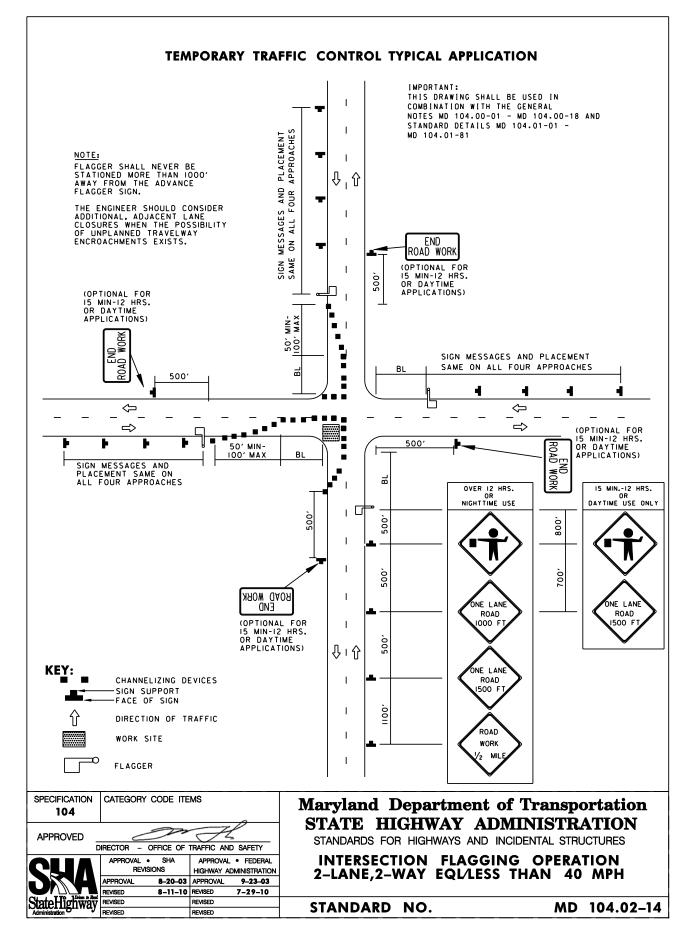
(2) For recurring violations of Section 31B-6 on the same construction site, in addition to any other penalty under this Chapter, the Director may issue a stop work order, as provided in Section 8-20, for up to:

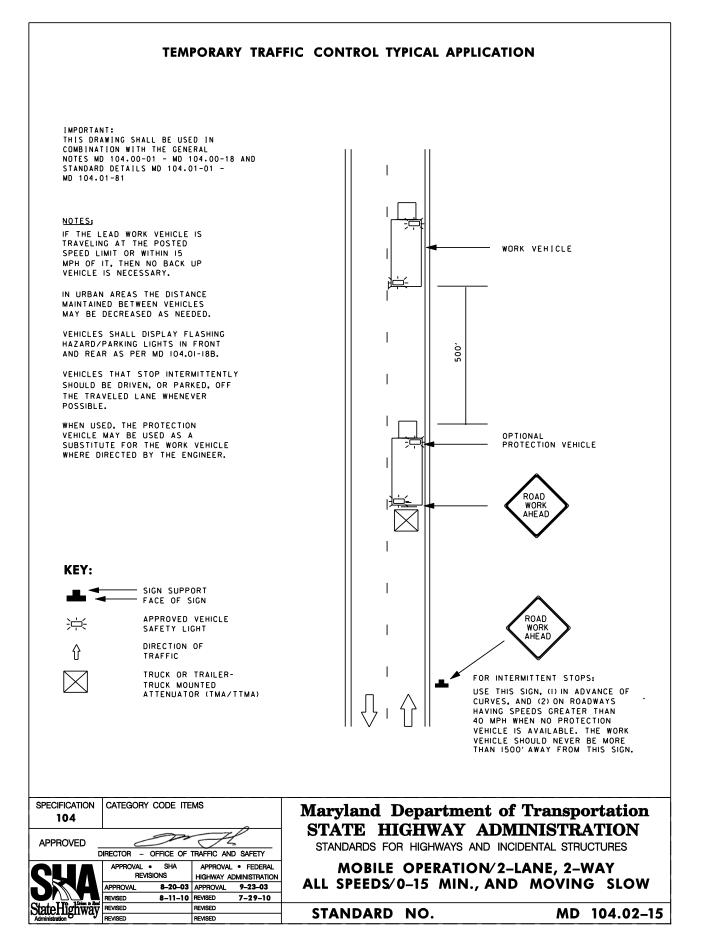
- (A) 3 consecutive working days for a second violation within 30 days after the first violation;
- (B) 5 consecutive working days for a third violation within 60 days after the first violation; and
- (C) 7 working days per offense for the fourth and subsequent violations within a 120-day period.
- (3) This Chapter does not limit the Director's authority under Chapter 8 to revoke a permit or approval issued under that Chapter.
- (j) Any person aggrieved by a violation of this Chapter may file a civil action in any court with jurisdiction against a person responsible for the alleged violation. The aggrieved person must notify the alleged violator and the Director of the alleged violation at least 60 days before filing the action. A person must not file an action under this subsection if the County Attorney has filed a civil action against the same alleged violator regarding the same violation. (1996 L.M.C., ch. 32, § 1; <u>2001 L.M.C., ch. 2</u>, § 1.)

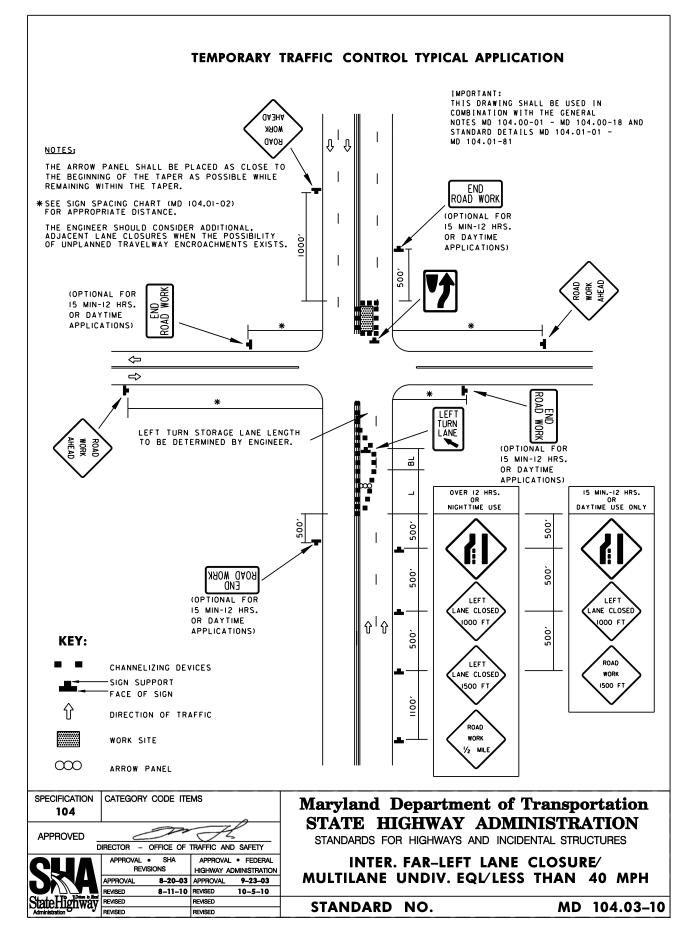
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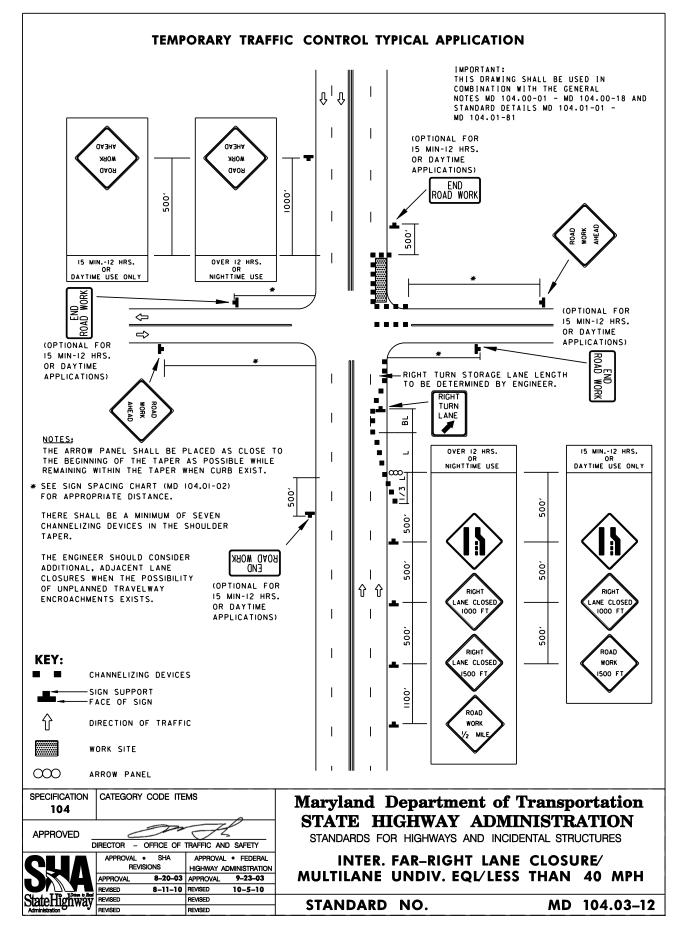
Editor's note—In Burrows v. United States, 2004 U.S. Dist. LEXIS 1104 (2004), the Court interpreted Montgomery County Code Chapter 31B neither to permit a private cause of action for noise control, nor to permit suit against the federal government. Chapter 31B is discussed in Miller v. Maloney Concrete Company, 63 Md.App. 38, 491 A.2d 1218 (1985). *Cross references-Noise from quarries, § 38-14; radio, etc., without earphones prohibited in public transit facilities, § 54A-2; industrial area noise regulations, § 59-A-5.7.

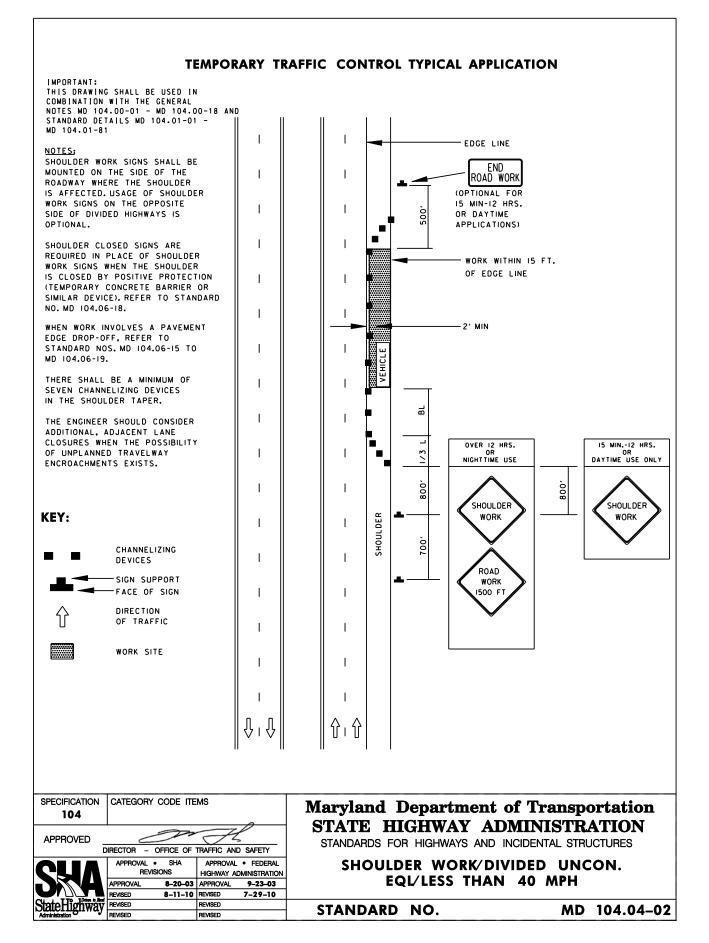


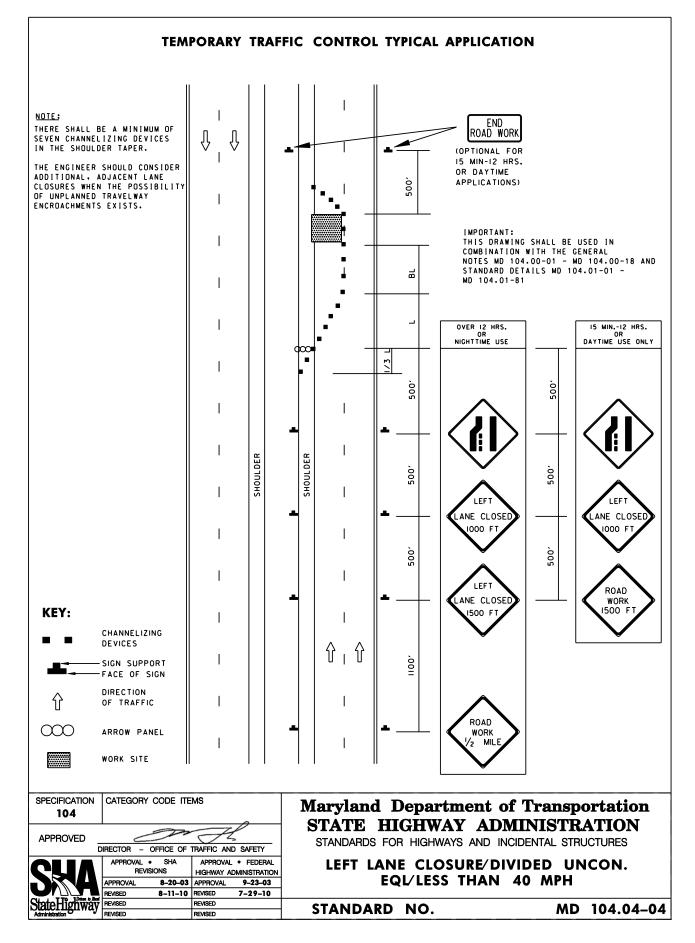


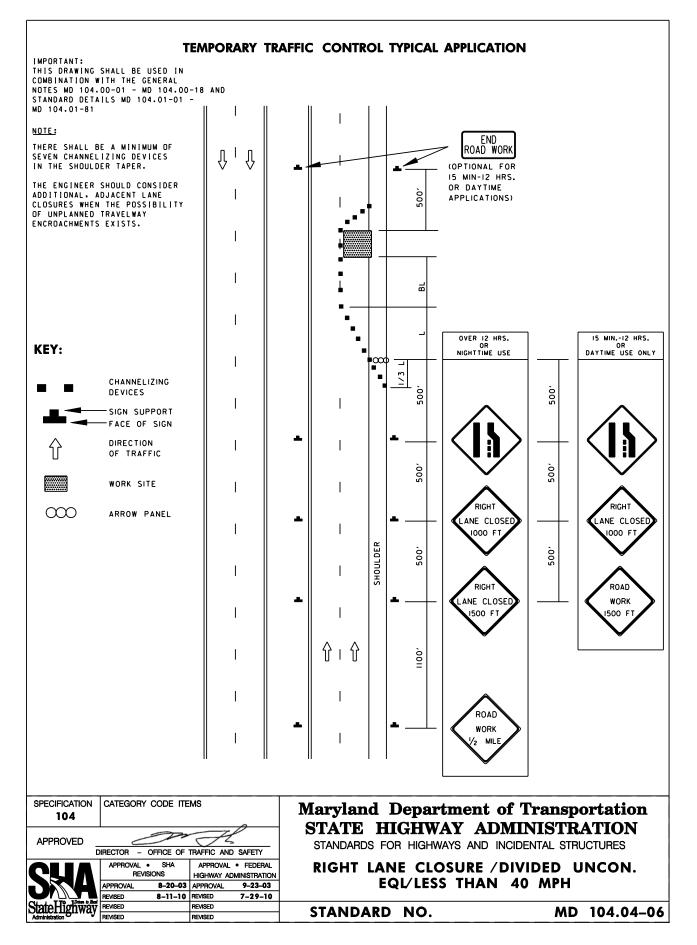


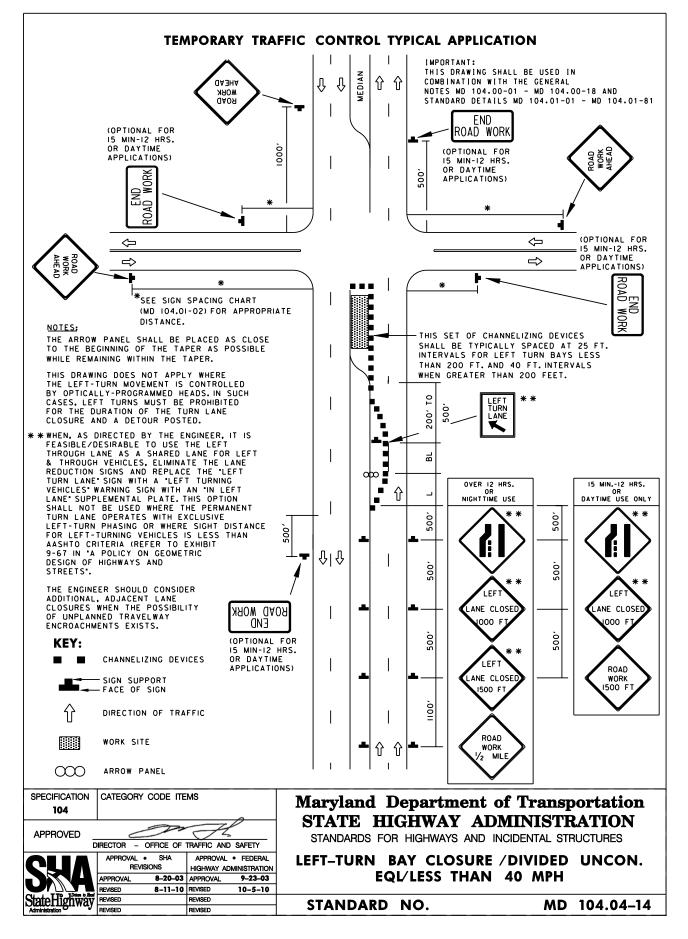


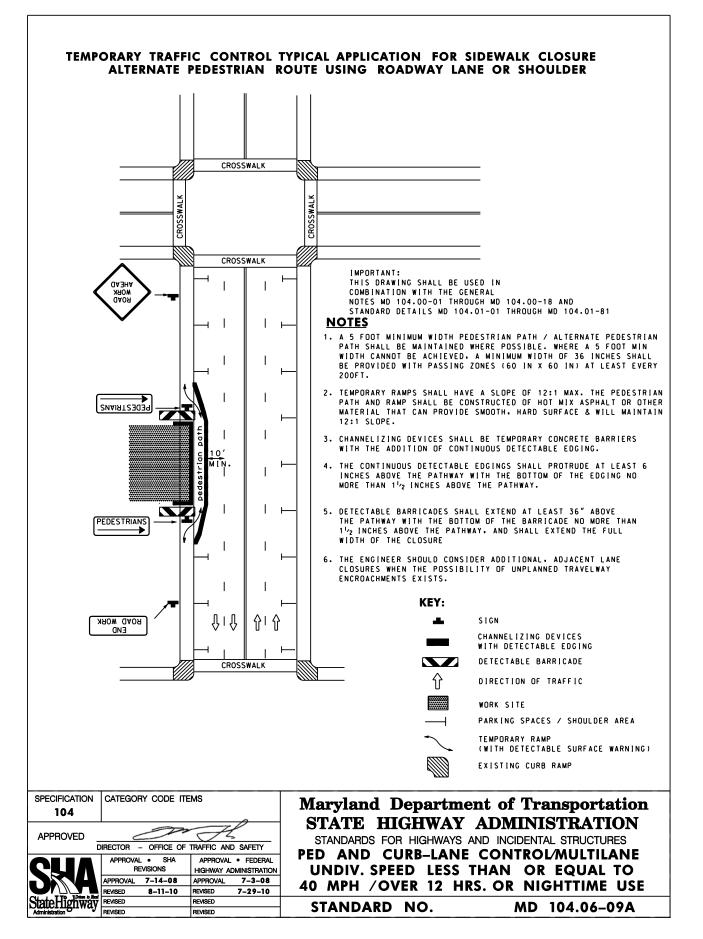


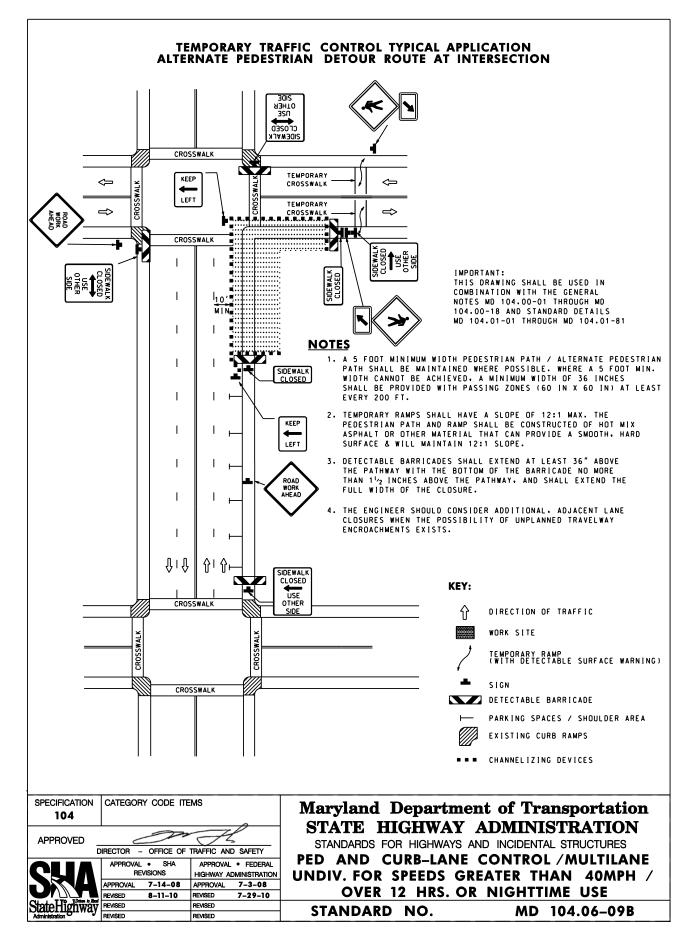


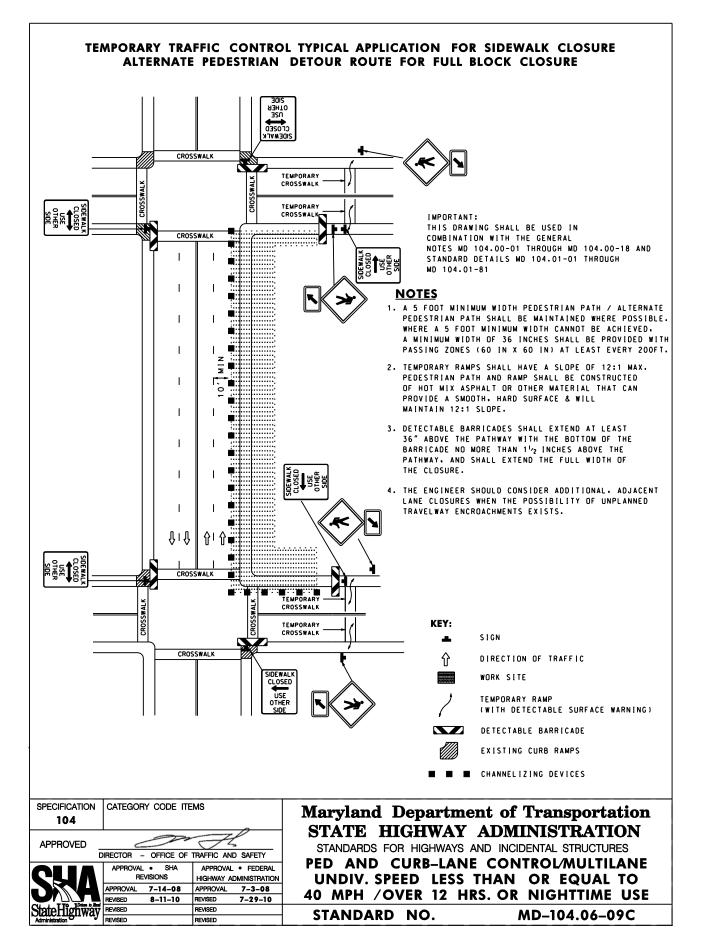


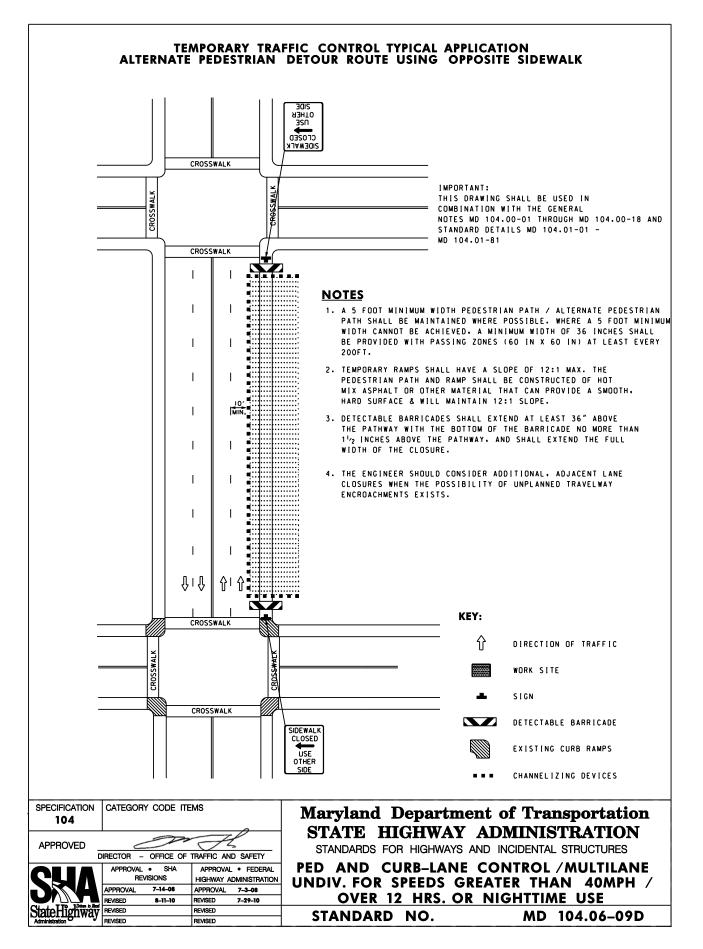


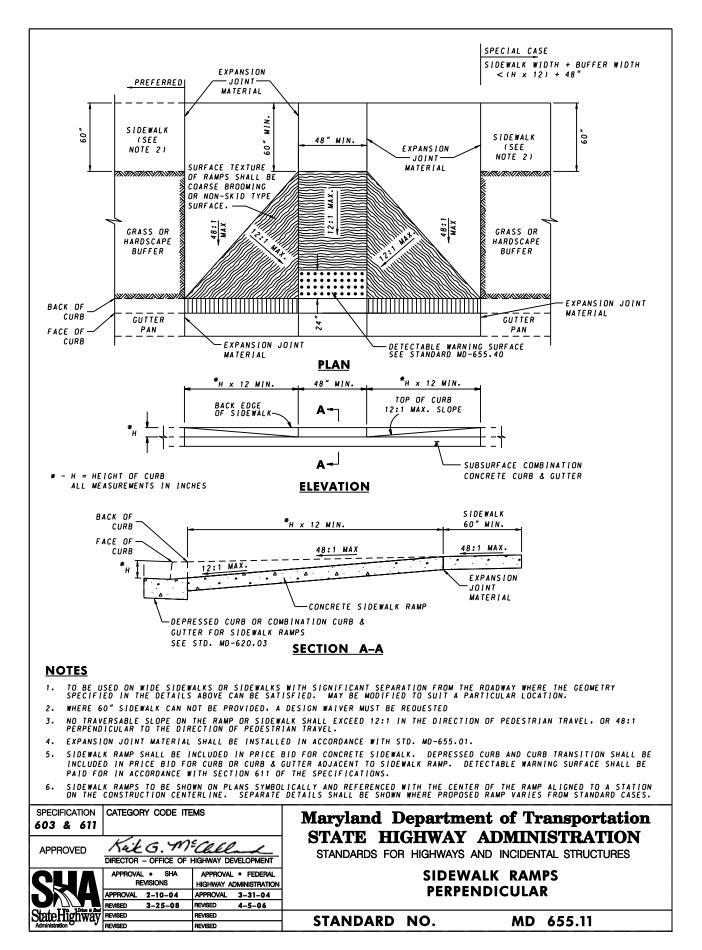


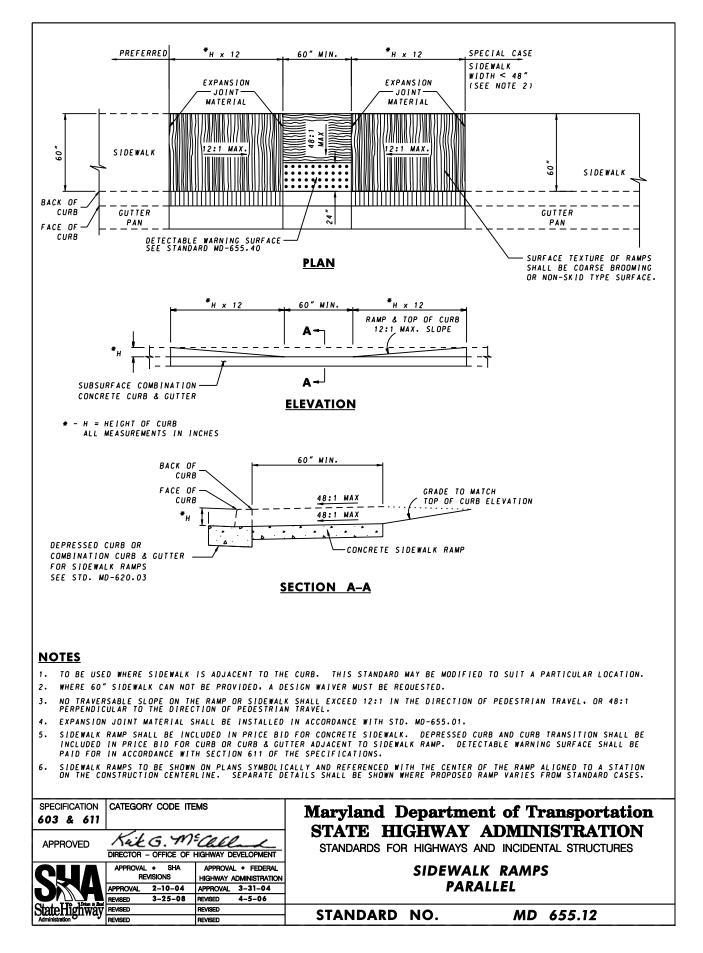






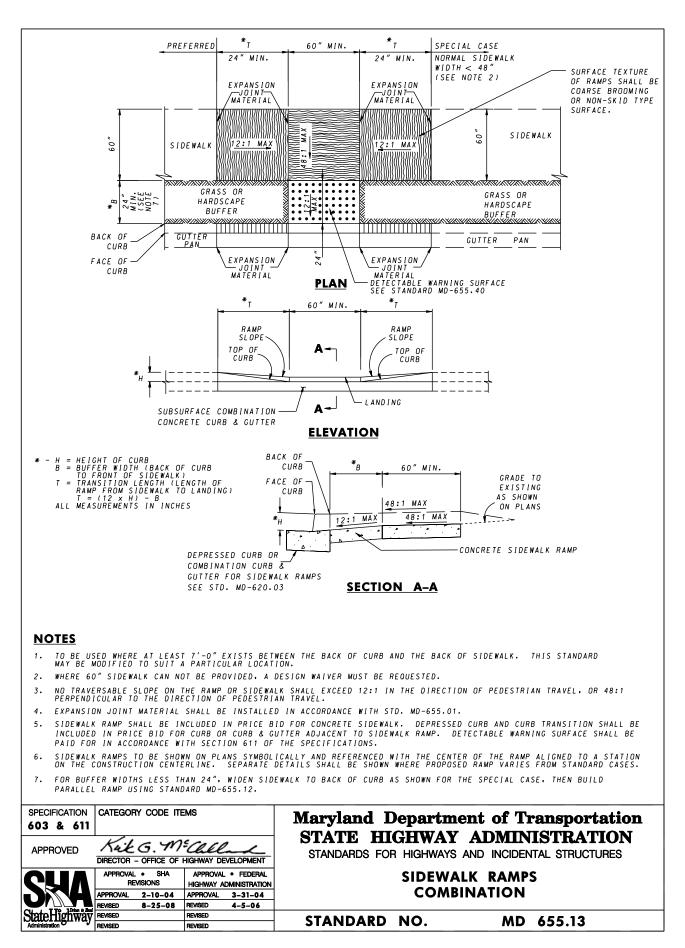




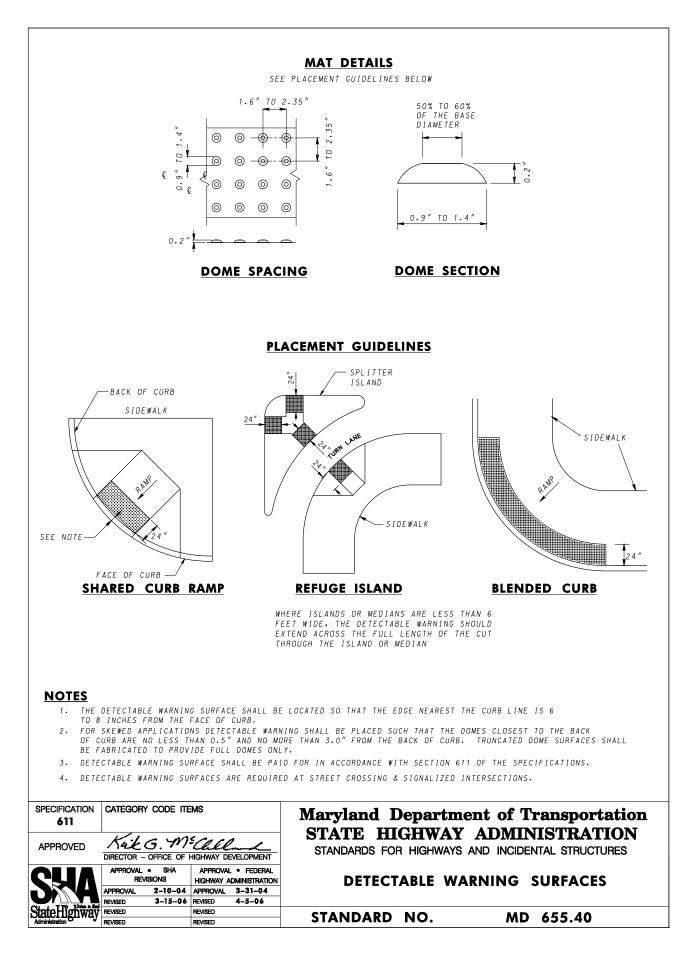


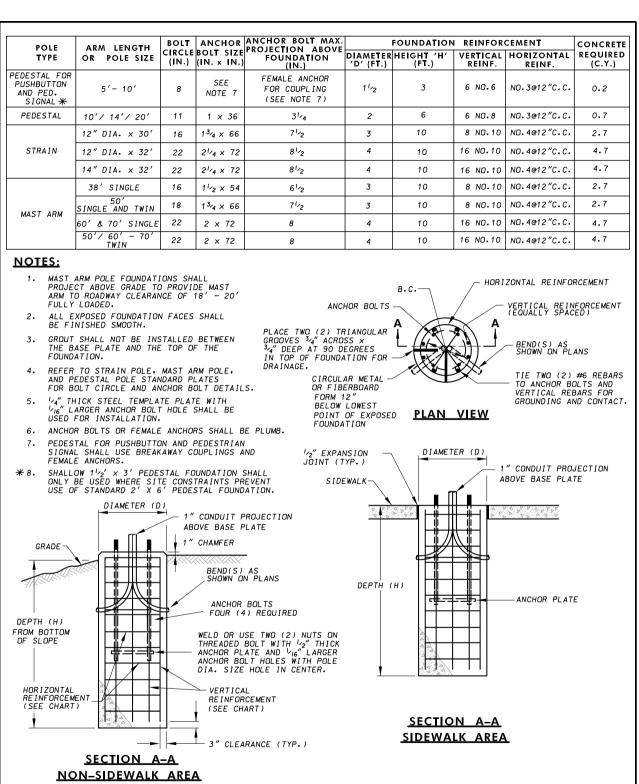
IFB # 10-22 SECTION VI

APPENDIX C

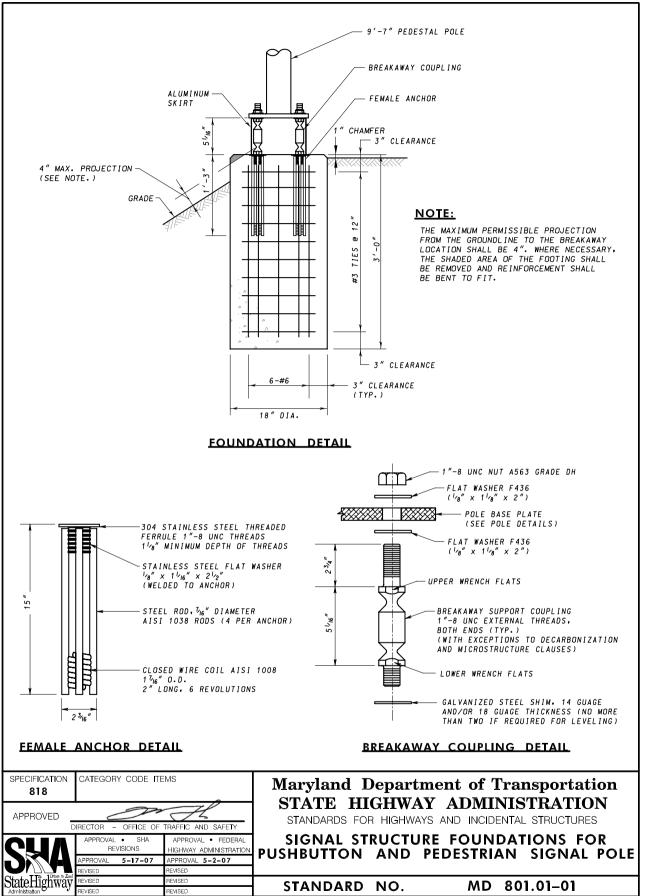


IFB # 10-22 SECTION VI

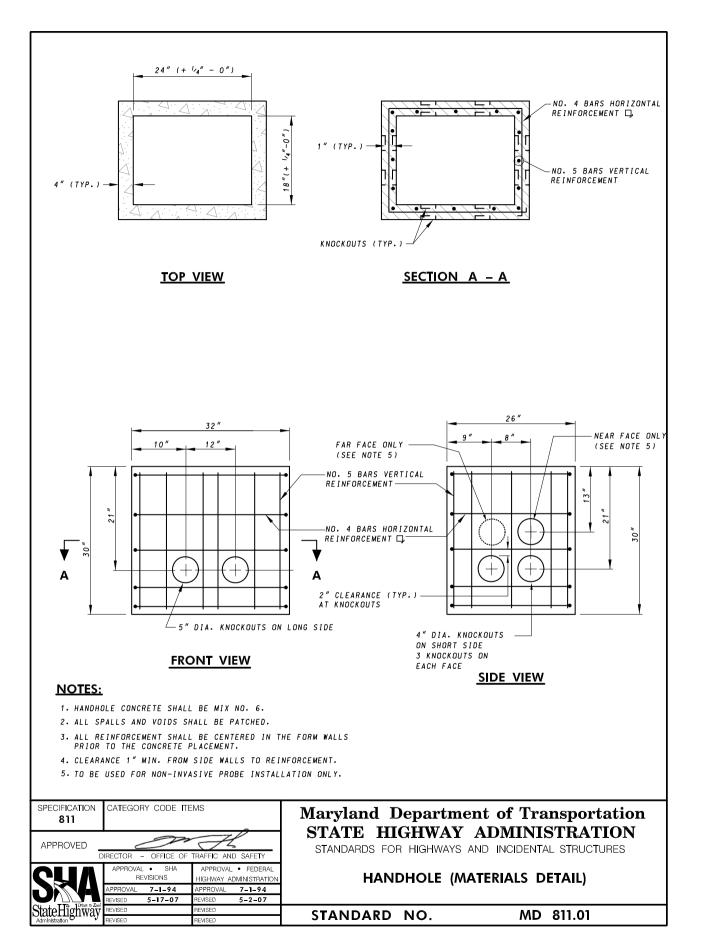


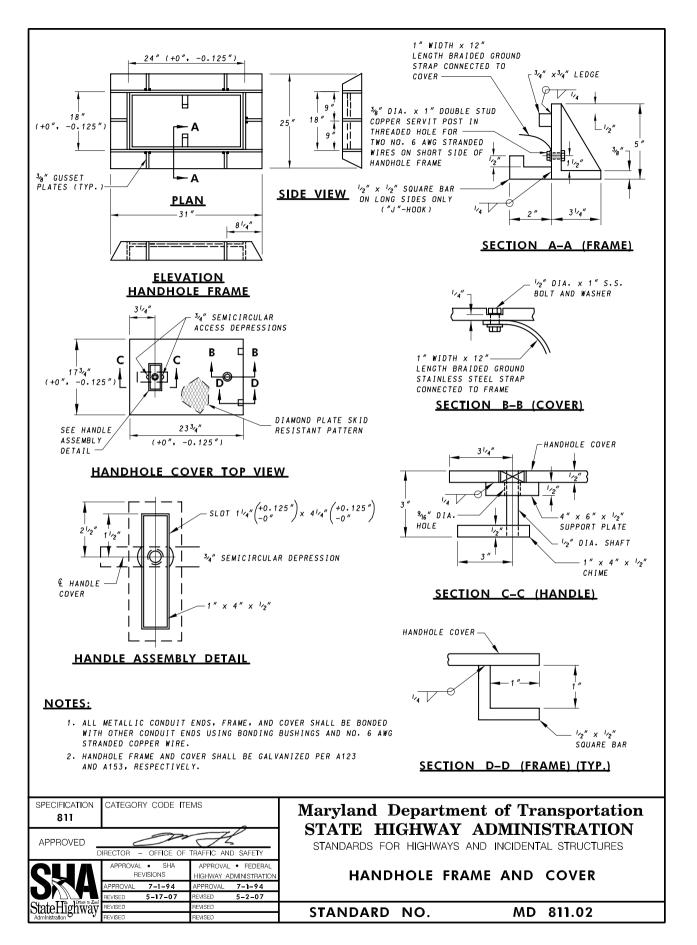


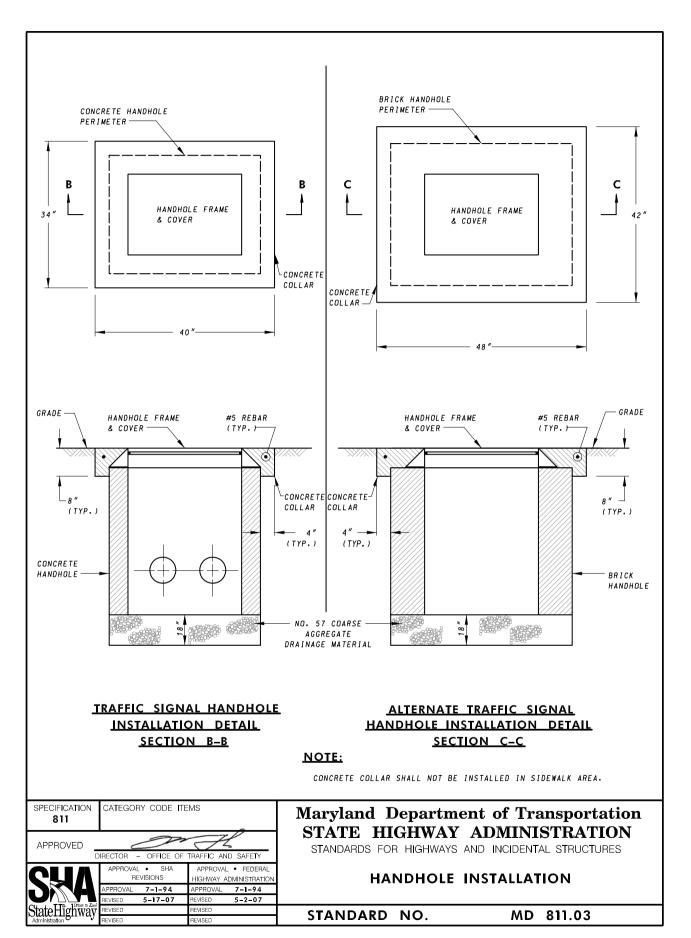
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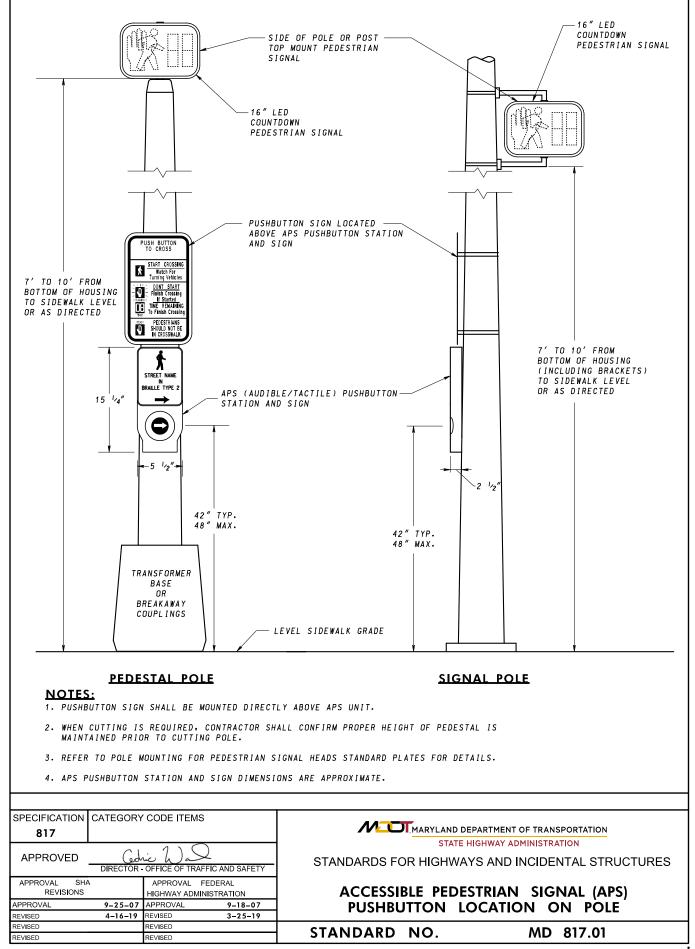


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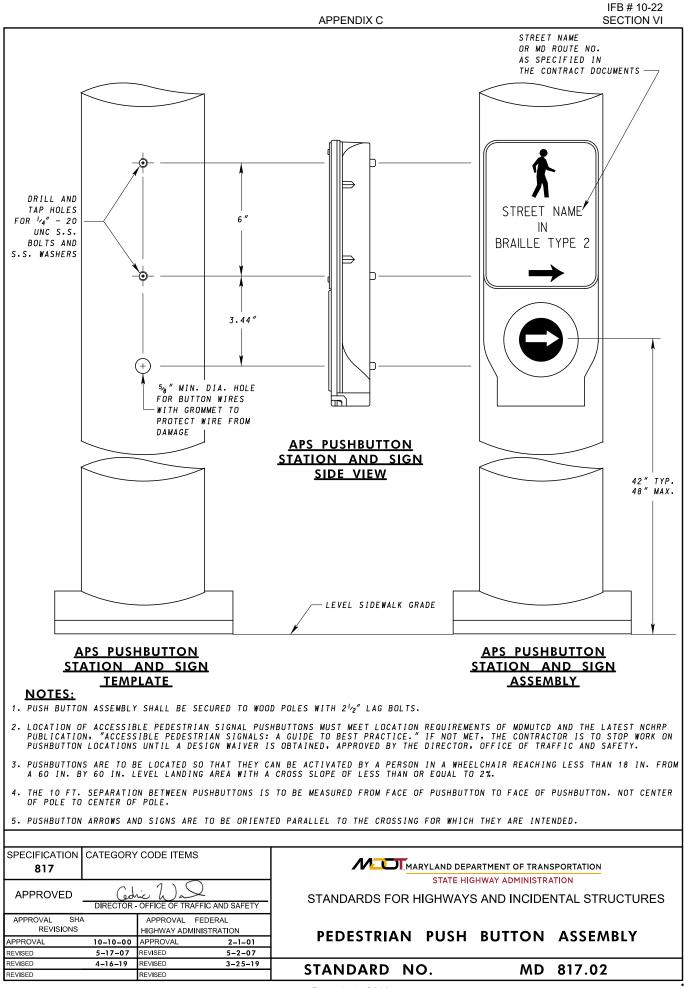




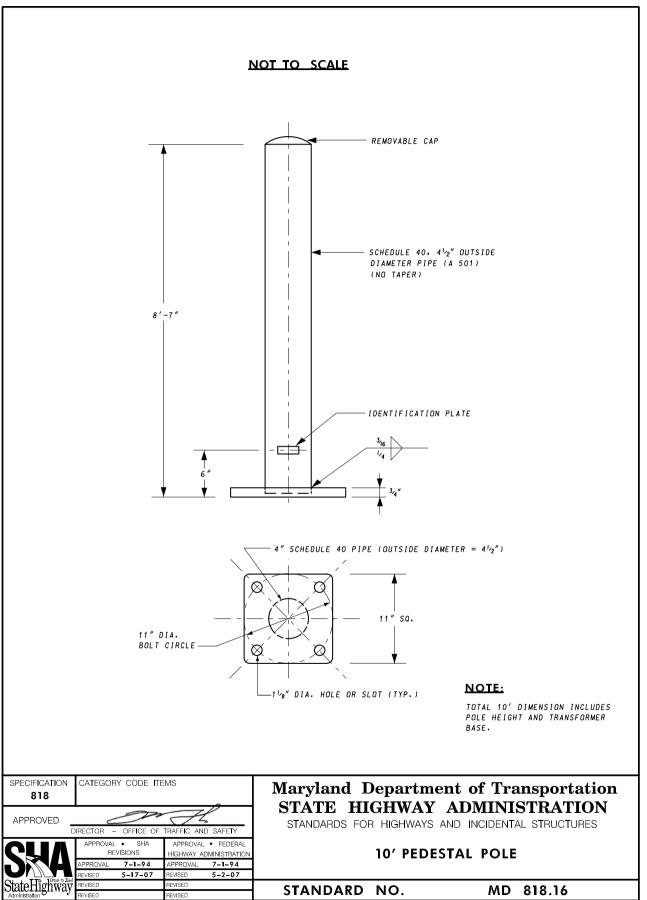




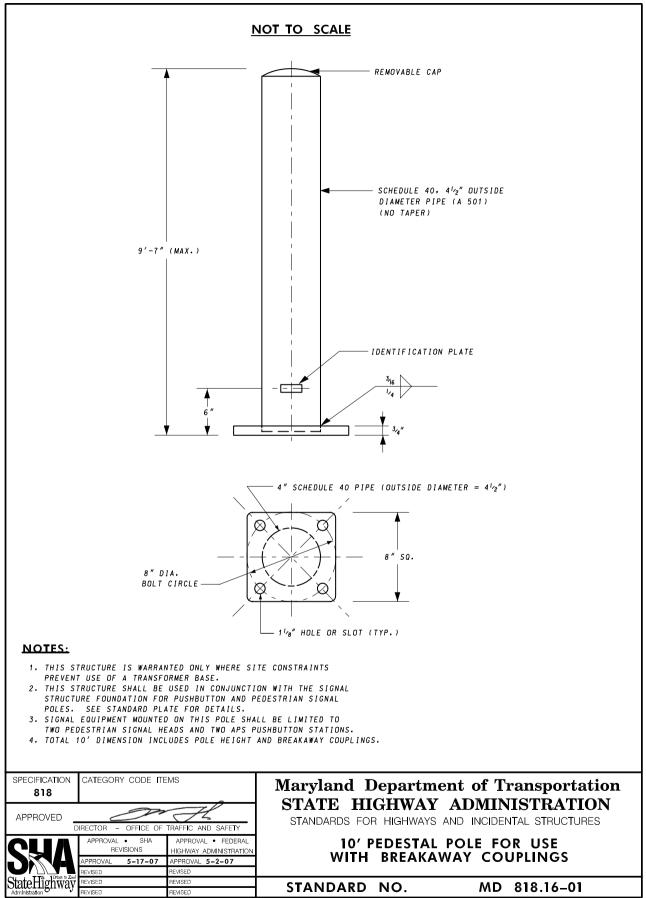
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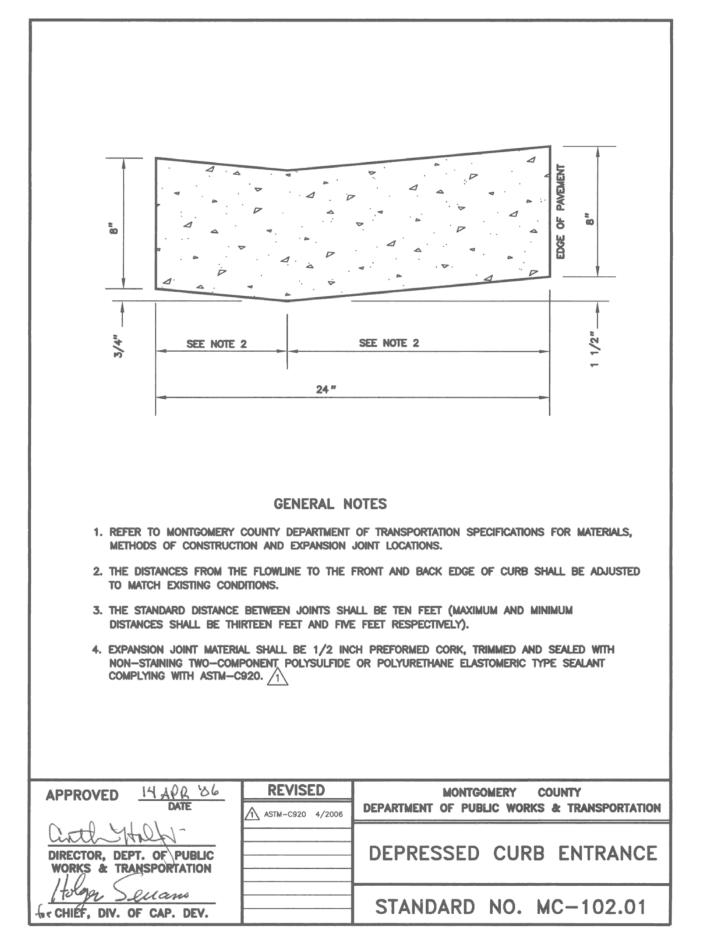


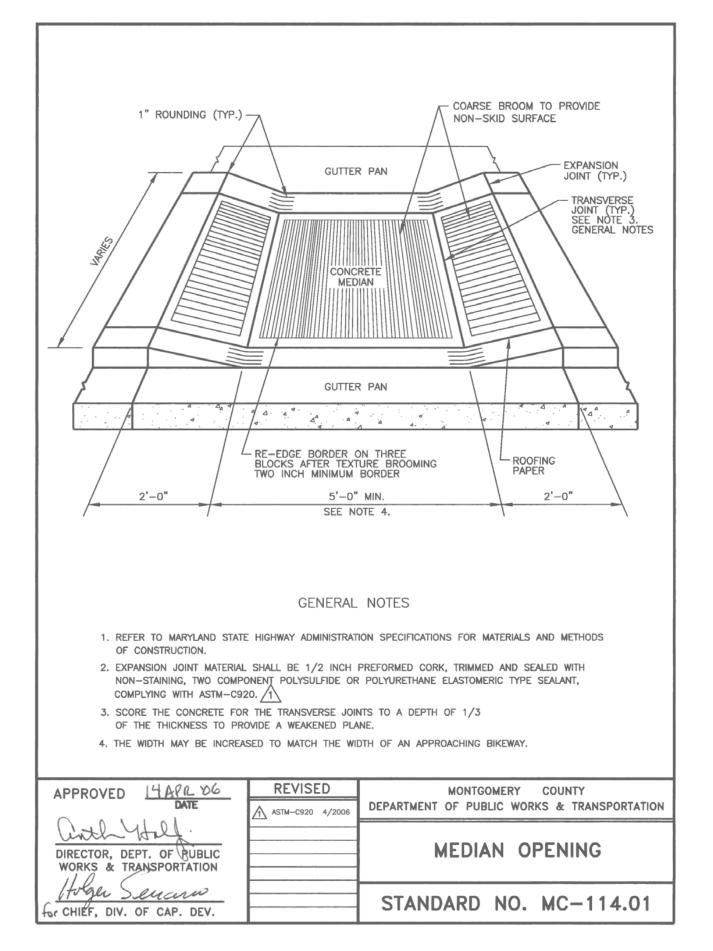
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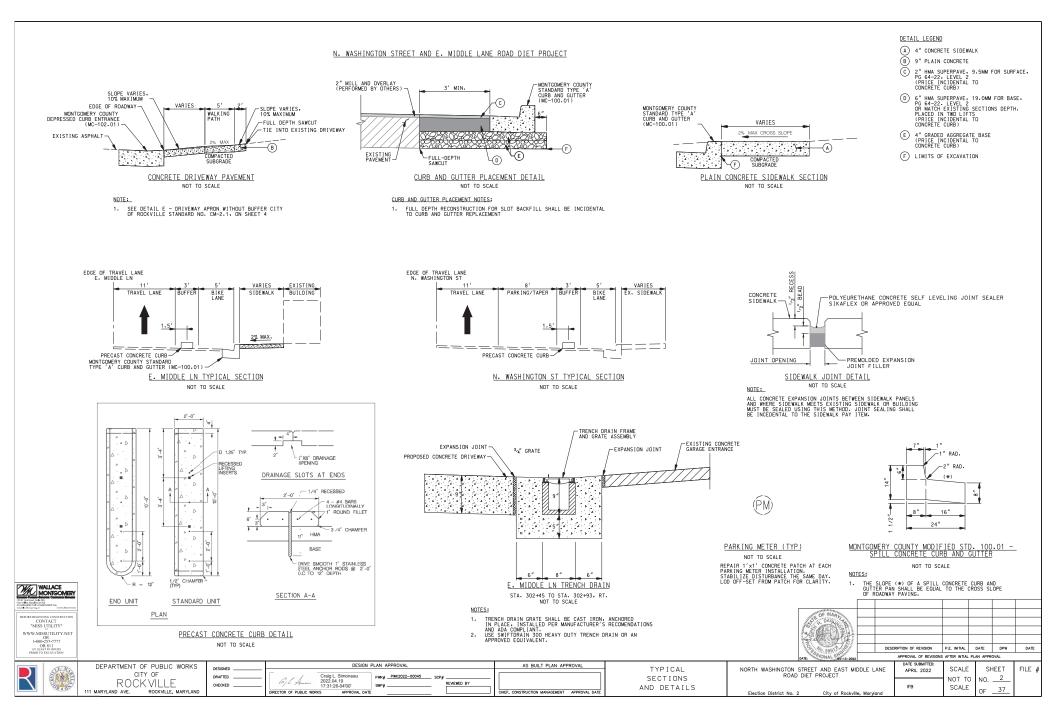
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2. THIS STANDARD SHALL BE USED ON PRIMARY RESIDENTIAL, ARTERIAL AND BUSINESS DISTRICT ROADS AS WELL AS CURB RETURNS AND INLET THROATS.					
3. WHENEVER STANDARD MC-101.01 CURB IS USED IN CONJUNCTION WITH THIS STANDARD, A TEN FOOT TRANSITION SHALL BE PROVIDED FROM STANDARD MC-100.01 TO STANDARD MC-101.01 FOR CURB RETURNS AND CURB SECTIONS WHICH INCLUDE INLETS.					
 4. THE STANDARD DISTANCE BETWEEN JOINTS SHALL BE TEN FEET (MAXIMUM AND MINIMUM DISTANCES SHALL BE THIRTEEN FEET AND FIVE FEET RESPECTIVELY). 5. EXPANSION JOINT MATERIAL SHALL BE 1/2 INCH PREFORMED CORK, TRIMMED AND SEALED WITH NON-STAINING TWO-COMPONENT POLYSULFIDE OR POLYURETHANE ELASTOMERIC TYPE SEALANT COMPLYING WITH ASTM-C920. 1 					
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DIRECTOR, DEPT. OF RUBLIC WORKS & TRANSPORTATION					
for CHIEF, DIV. OF CAP. DEV.		STANDARD NO. MC-100.01			

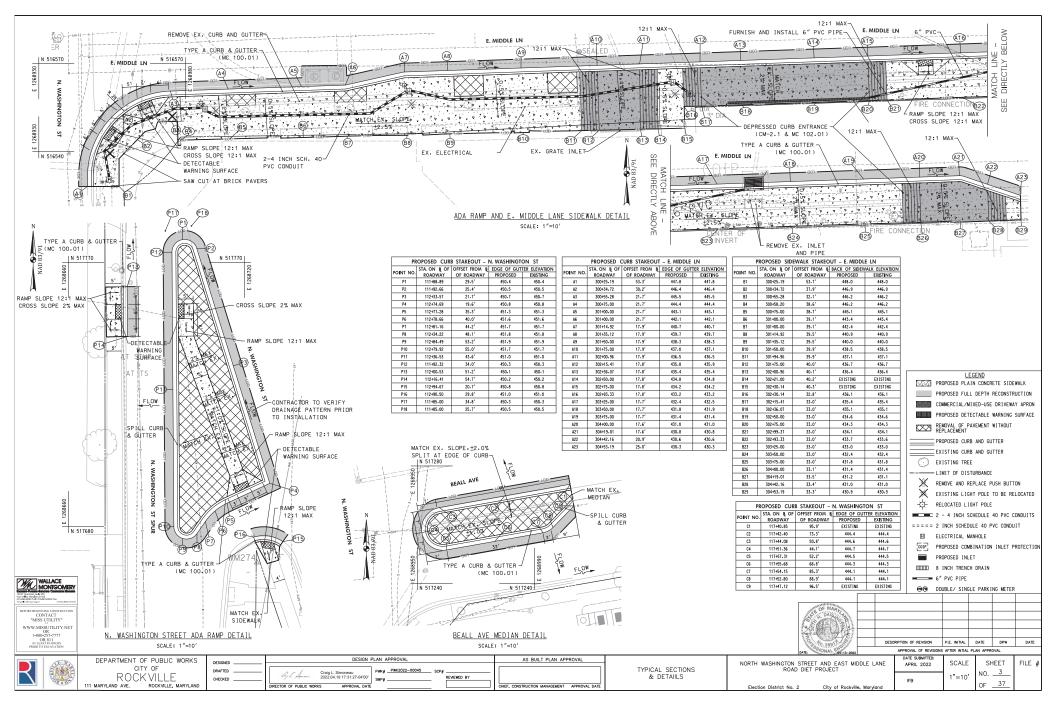


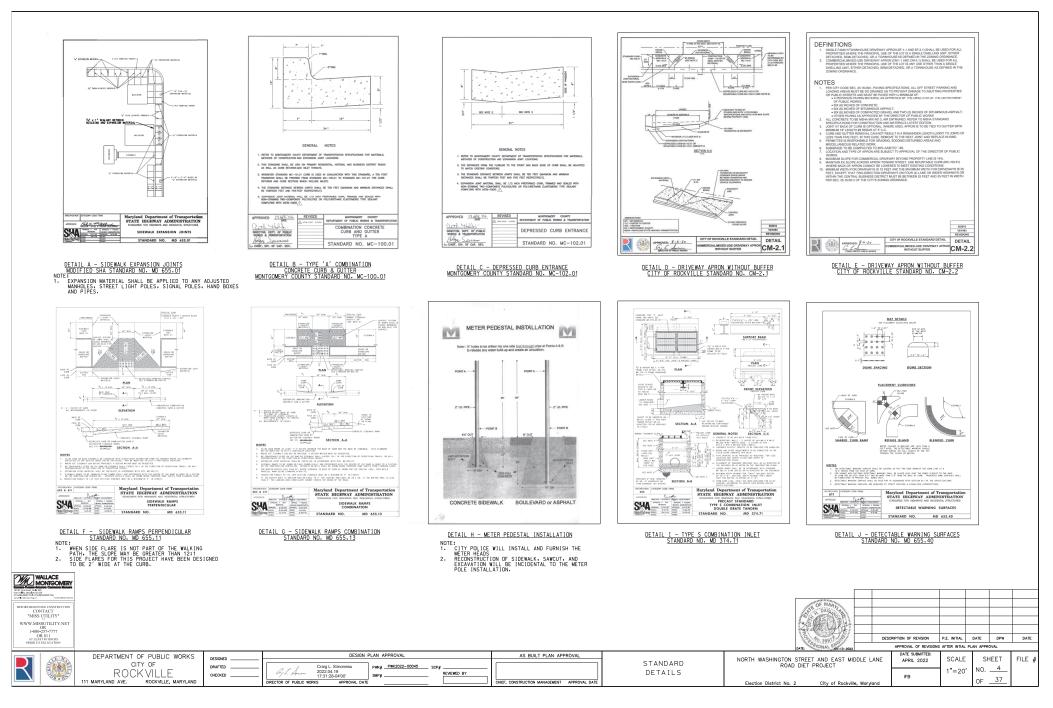


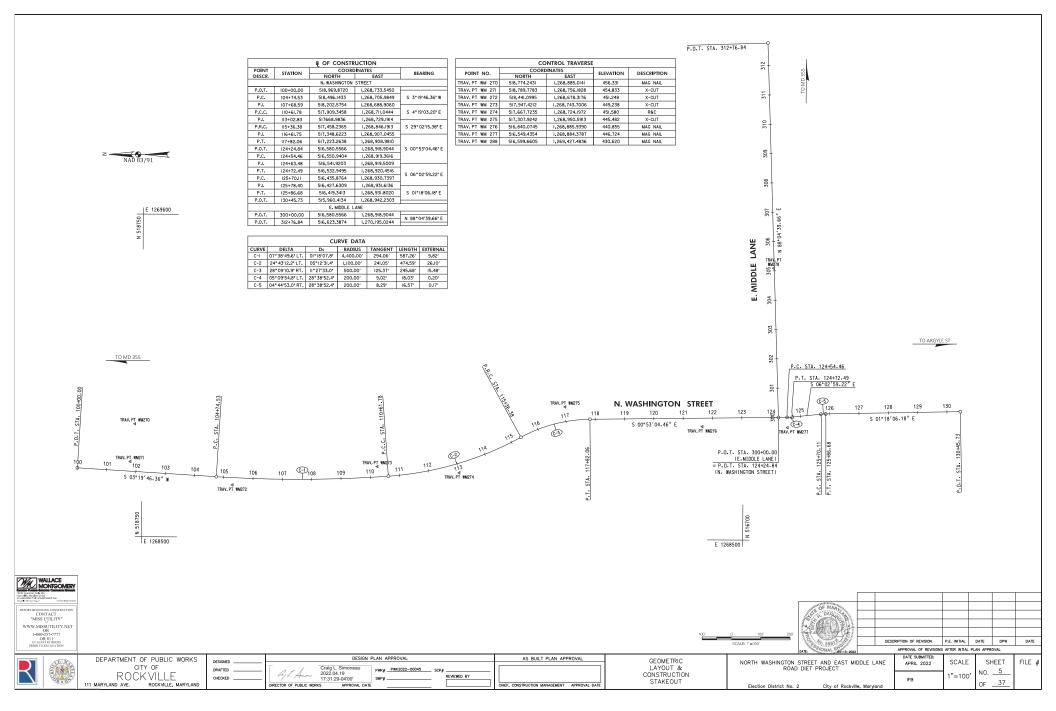
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	9. TRAFFIC MUST BE MAINTAINED ON ALL ROMOWYS WITHIN THE CONSTRUCTION AREA AS DIRECTED BY OPK NO LARC CLOSUES MULTI CONSTRUCTION AREA AS DIRECTED BY OPK NO LARC CLOSUES AND PERMITTED ON SECONDARY RESIDENTIAL STREETS AT ANY THE DIRECTOR TRAVE, AND EXCEPTION IN THAIL LONG CLOSUES AND PERMITTED ON SECONDARY RESIDENTIAL STREETS AT ANY THE DIRECTOR THAN MONITOR WAREAUT COMPORE AND SECONDARY AND ANY AND AND ANY AND ANY AND ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY ANY		100% Final Design	UTILITIES THE COSTING OF UTILITIES SHOWN ON THE INFORMATION AND GUIDANCE ONLY. NO GUN OF THE ACCENT OF SAID LOATIONS. THE RESPONSIBLE TO LOATE. DELINEATE, AND / EXISTING UTILITIES. TOPOGRAPHIC SURVEY THIS PROJECT IS ORIENTATED TO THE MARY GASE TOPOGRAPHIC NURVEY HIS PROJECT IS ORIENTATED TO THE MARY GASE TOPOGRAPHIC INFORMATION WITHIN TH WAS ESTABLISHED FROM ASSUL DISTUBMARY EAS ESTABLISHED FROM ASSUL BY THE CITY OF ROCKVILLE, AND AERIAL IN	LAND STATE PLANE 88. E PROJECT LIMIT UCTED IN SEPTEMBER 2021. LIMIT OF 11 TS PRIVIERO
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T. THE FURGLE ROAD UTILITY PATON SHALL BE IN ACCOMPACE WITH CITY STANDARD GATALE AGO, CONTAINED HEREIN, DE AS LL BE FULLED WITH COMPACTED GRADED AGREGATE BASE (GAS) FROM ELOY THE PAYABORTED GRADED AGREGATE BASE (GAS) FROM ELOY THE PAYABORTED TO THE TOP OF THE PIPE EMBEDIANT ZONE ON THE PAYABORTED TO THE TOP OF THE PIPE EMBEDIANT ZONE ON THE PAYABORTED HEREIN BUT AND THE PIPE ADDRESS END WITH ADDRESS TO THE ADDRESS TO AN EMBOURT FILLING. ELOY THE COMPACT AND A SIGN ALM. TO S FW. THE CITY GREATES KING'S BITHDAAY. PRESIDENTS DAY, BASED AND ALMOST FILLING HEREINERS COMP. LAGRE BASE VERTICATION TO AN EMBOLING THE SITURTION OF THE PIPE ADDRESS TO AN EMBOLING THE STATE. THE CONTACTOR WILL NOT BE PERMITTED TO LOSE LAVES ON ON THE WILL NOT BE PERMITTED TO LOSE THE STATE. THE CONTACTOR WILL NOT BE PERMITTED TO LOSE LAVES ON ON THE WILL NOT BE PERMITTED TO LOSE THE PERMISSION OF MANY AND THE SERVICES ON THE SET ON AUTORIZED OF OW IN METITION TO ADDRESS THE SET ON AUTORIZED OF DW IN METITION TO DEAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON AUTORIZED OF DW IN METITION TO REAL. THE SET ON THE S	RELEASE OF THE FEMIT. IN THE APPLICATING THE THE WONTGOMENY COUNTY NOTES CONTROL MORE MARKET, PERSENT TO THE WONTGOMENY COUNT DEPARTMENT OF EVENTMENTIONEFECTOMITING. GOV. OF 2005-TH-TITO. KAGGEWANTGOMENTCOMITION.GOV. OF 2005-STATUSCICCUMITION.GOVERNIT, PROTECTION NOTES: I JOB SWETT AND TRAFFIC CONTROL SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTROLTON. I T SHALL BE DISTINCTLY WORKSTOOD THAT FALLURE TO MENTION SPECIFICALLY ANY MORE FILOW THE CONTRACTOR TO COMPONE TO ALL LAKE AND RECURATIONS IN RECRM TO NOTES USED STITUTION WORKSTOOD THAT FALLURE TO MENTION SPECIFICALLY ANY MORE FILOW RECONSTRUCTION. BELIEVE THE CONTRACTOR FILE RESPONSIBILITY TO COMPLEXE SOLEWORK.	CONVENTIONAL SIGNS	EX.% IMPERVIOUS/REDEVELOPMENT OR NEW DEVELOPM STOT TOTAL ONSITE IMPERVIOUS AREA SUBJECT TO SWM: I REQUIRED PE / PROPOSED PE: 1.0"/0.0" TARGET ESDV / PROVIDED ESDV: 1.328 CF/ 0 CF ESD MEASURES: NONE STRUCTURAL STORAGE REQUIRED / PROVIDED: NONE STRUCTURAL MEASURES: NONE Op10(10-YEAR QUANTITY CONTROL MEASURES: NONE CONTIGUOUS RIGHT-OF-MAX TOP/CHOUS AREA SUBJEC CONTIGUOUS RIGHT-OF-MAX Op10(10-YEAR QUANTITY	RMWATER SUMMARY 0.25 AC CT TO SWM: 0.25 AC N VOLUME) & WOY(WATER QUAINTLY VOLUME)	MEASURES; NONE
INVERSION OF CITY SERVICE UTILITY CONT AT&T TRANS UTILITY UNICOMENT UNICOM	Signing on THESE PLANS. THE COMPUTED DIMENSIONS SHALL COVERN. ACTS 800-252-1133 2017-566-500 817-156-5344 800-269-367 301-20-0.055 301-0.055 301-0.0	STATE: COMPTY OR CITY LINES.	OTHER INFORMATION: SWM MEASURES = FEE IN LIEU PROFESSIONAL CERTIFICATION: I hereby certify that these documents were prepared or approved by me, and that I am a duly learned Professional of Maryland, License No. 39917, Exploration Date: Jonurary 16, 2023 Seth H. Dartington sdortingtor-Bealdingtonemy.com NORTH WASHINGTON STREET_AND	DESCREPTION OF REVISION F1	E. INTIAL DATE DPW DATE TTP: INTIAL PLAN APPROVAL SCALE SHEET FILE
	DRAFTED Crig L Simoneau OVECKED Crig L Simoneau 2022/2019 DRECTOR OF PUBLIC WORKS APPRIVAL D	PHK#MX202-00045 SOF# TITLE SHEE SHF# REVEND BY OHEF, CONSTRUCTION MANAGEMENT APPROVAL DATE			NOT TO NO. <u>1</u> SCALE OF <u>37</u>

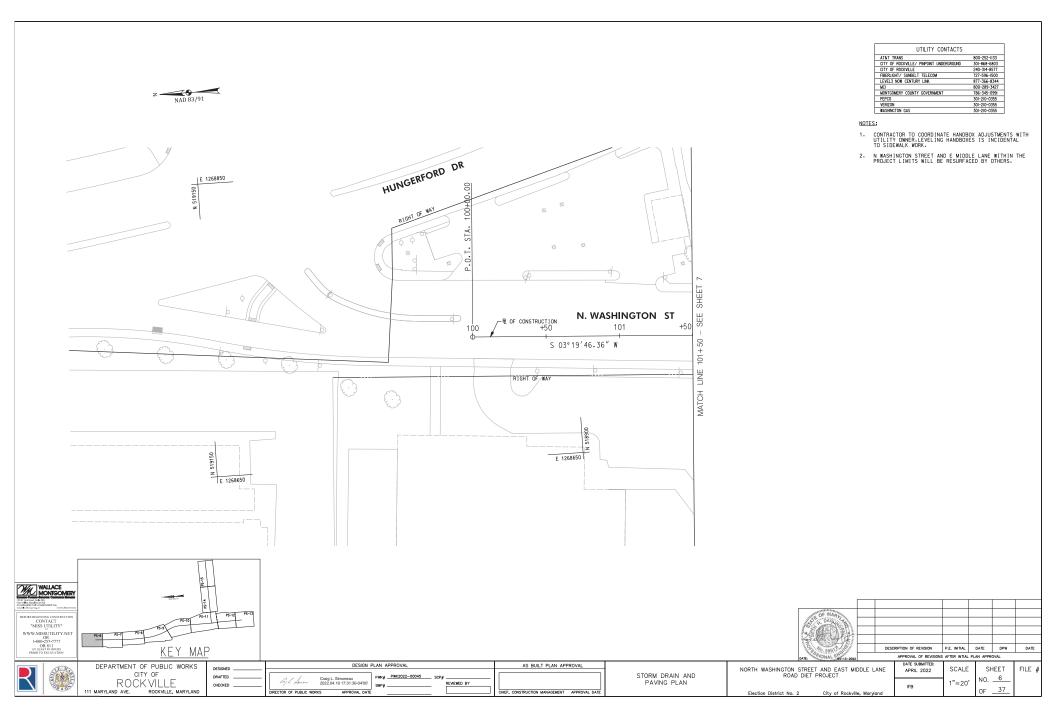
IFB # 10-22 SECTION VII

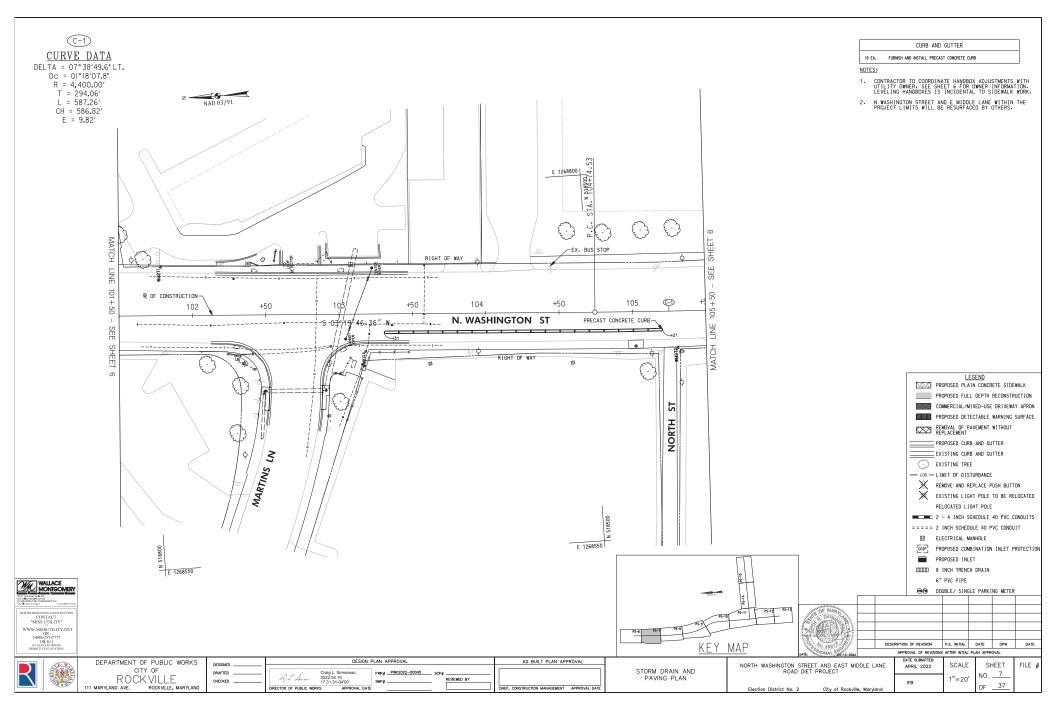


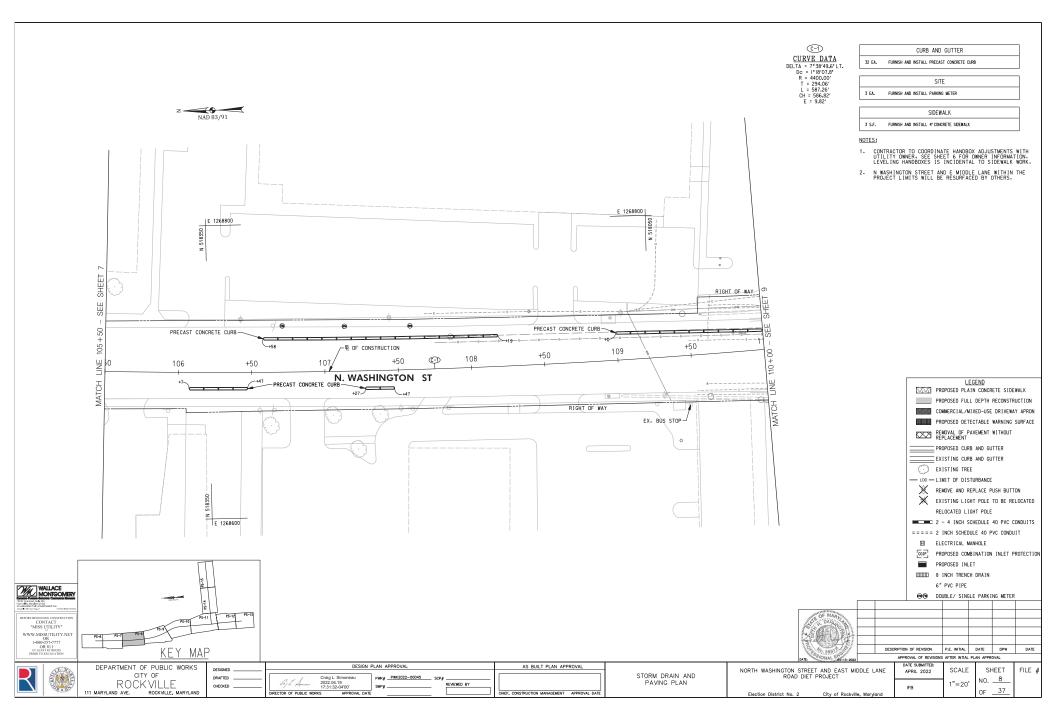


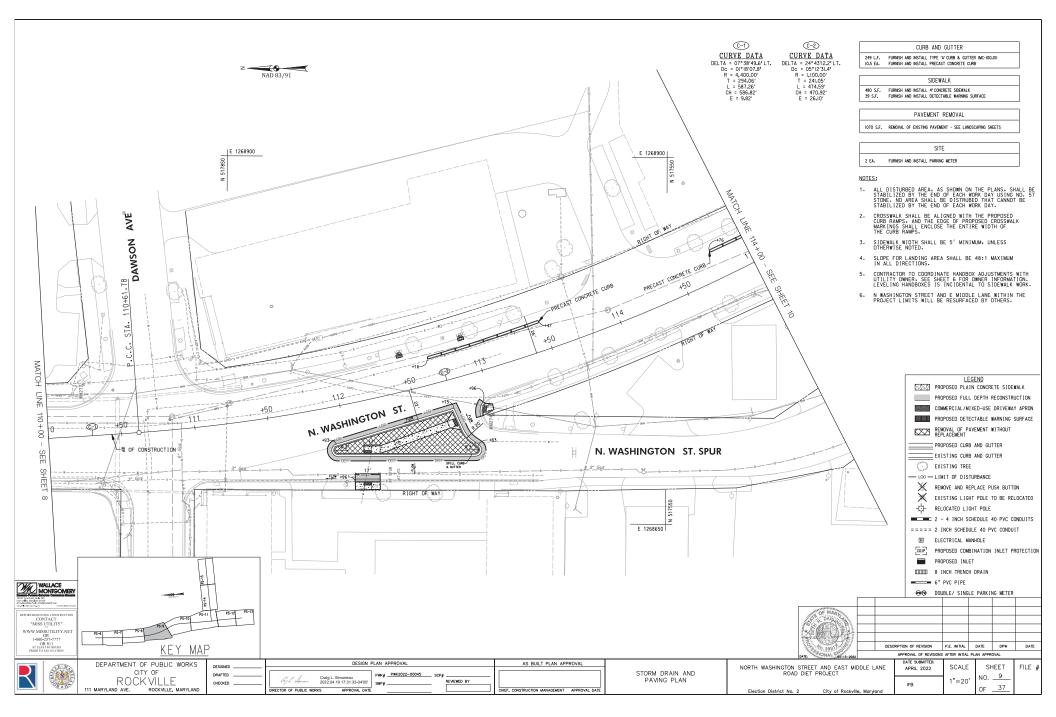


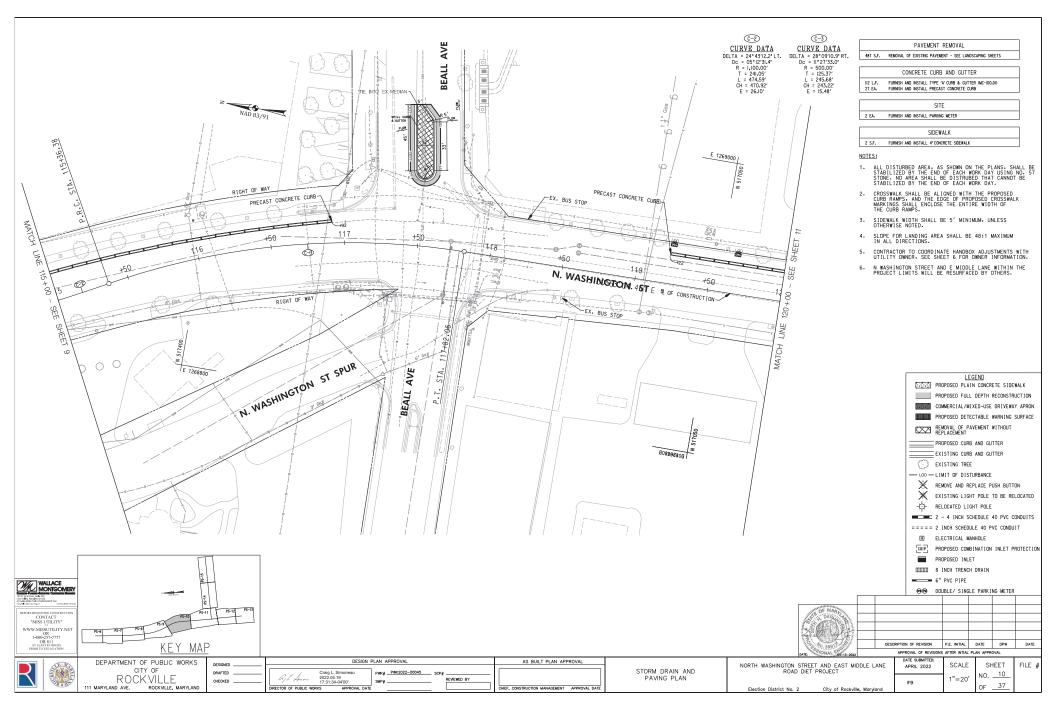


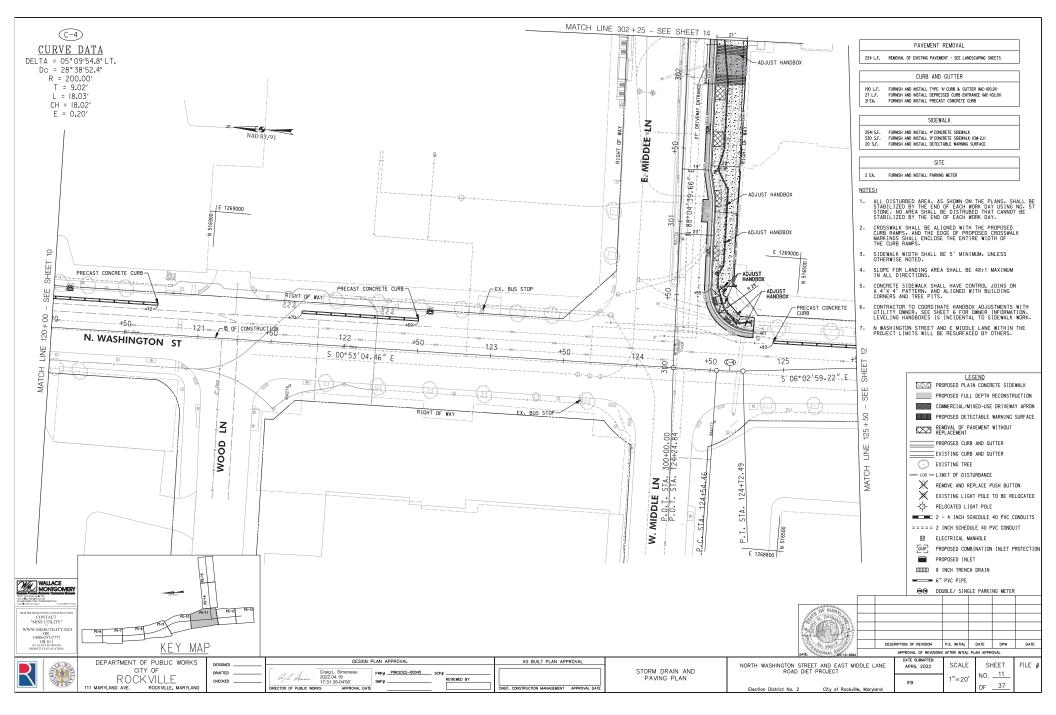


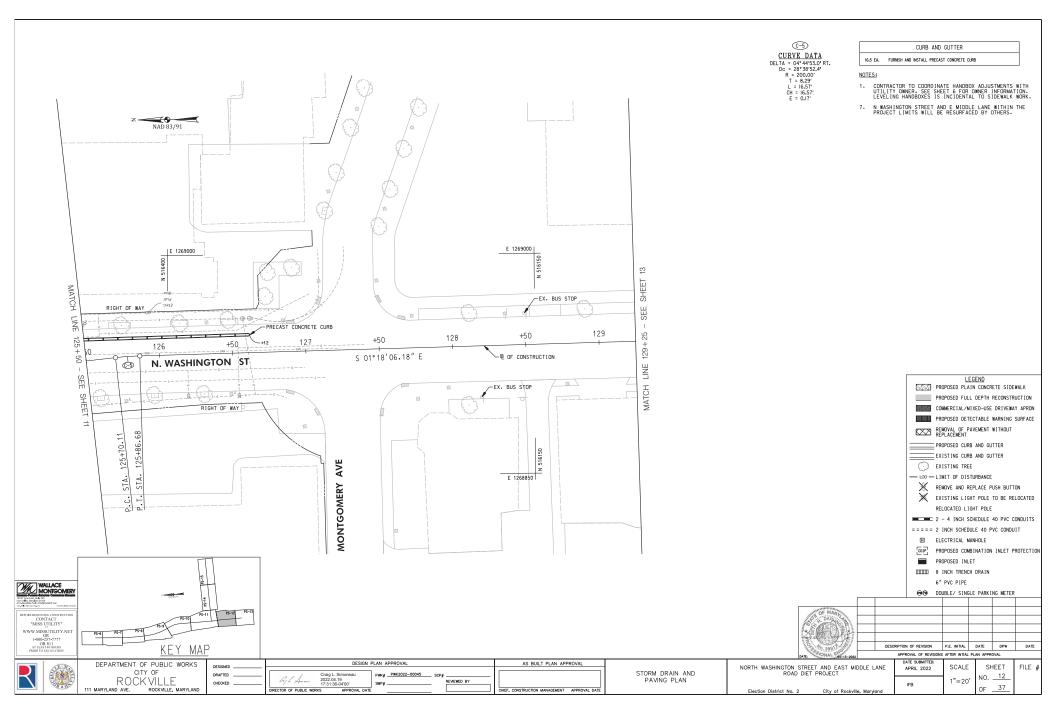


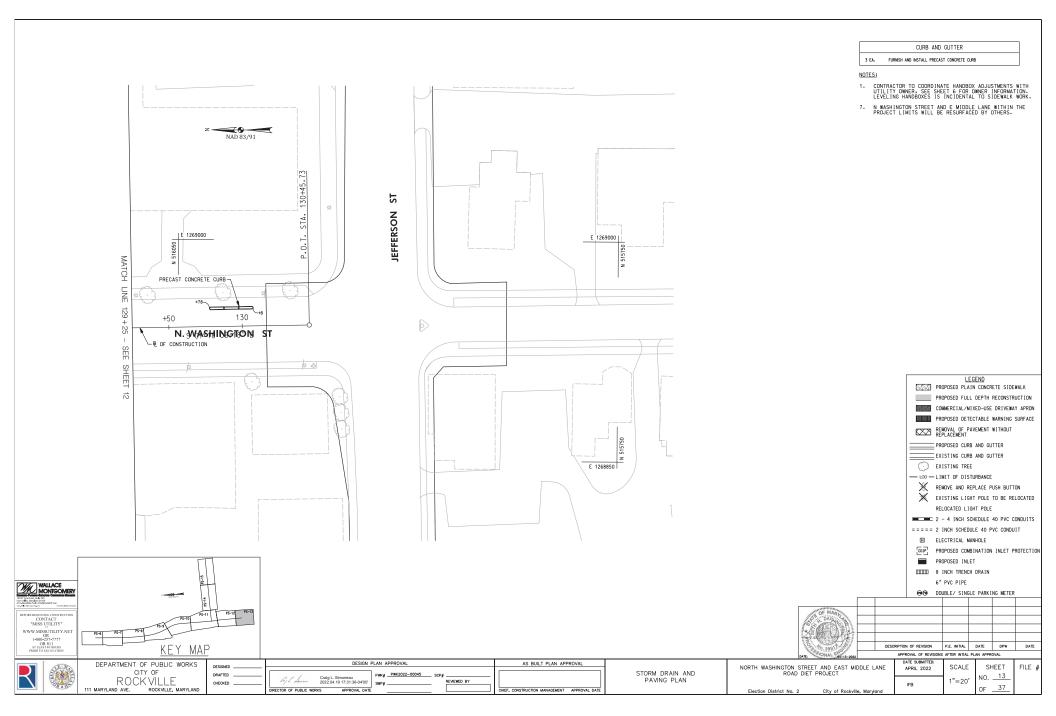


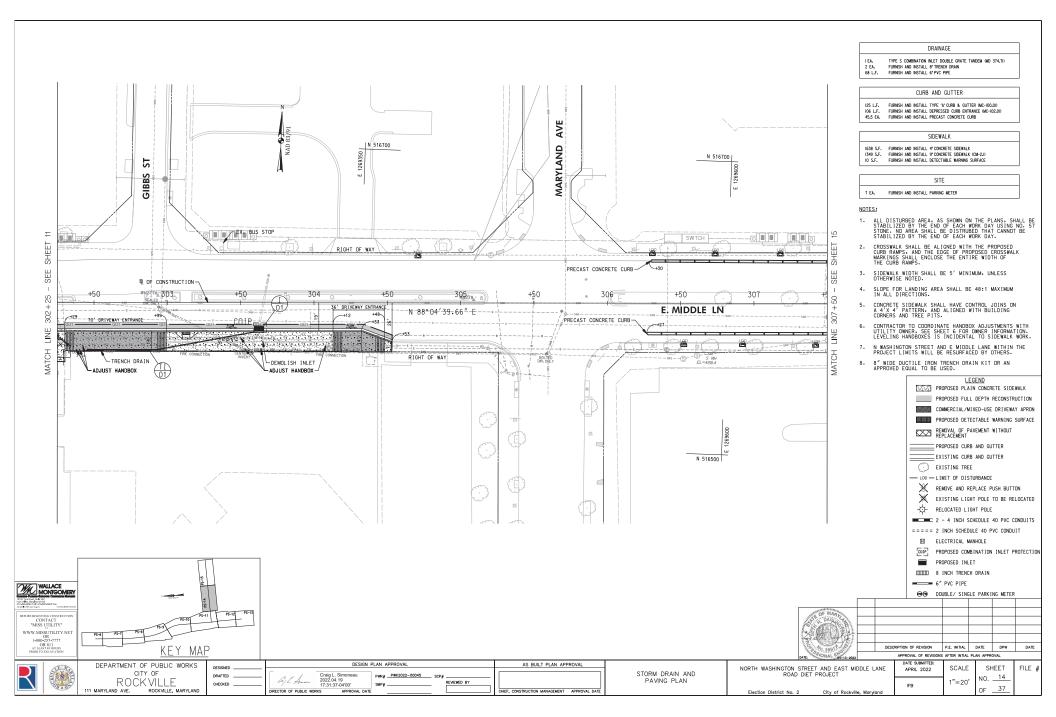


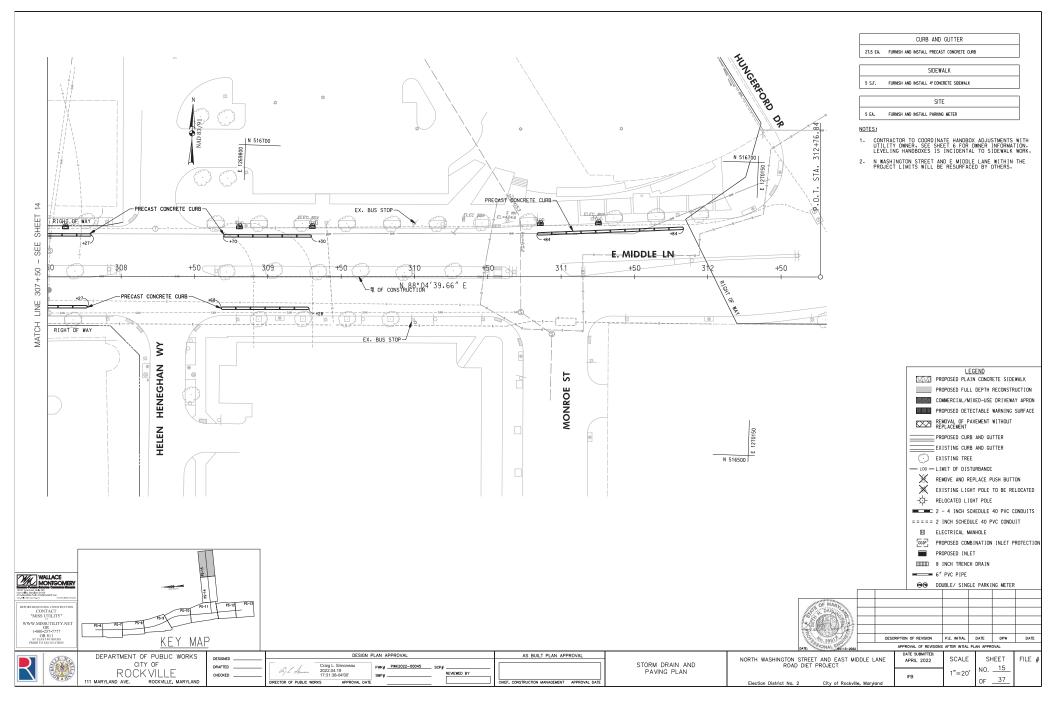






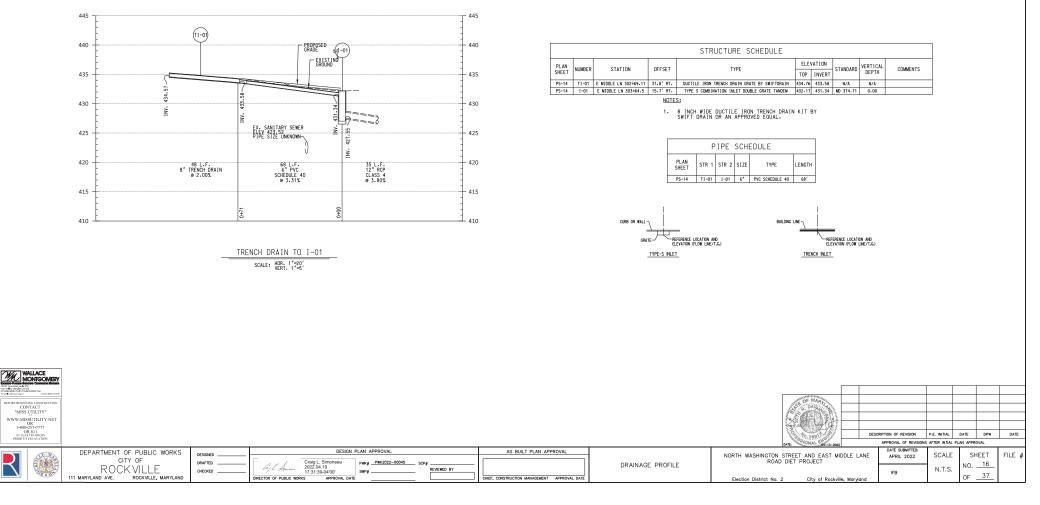




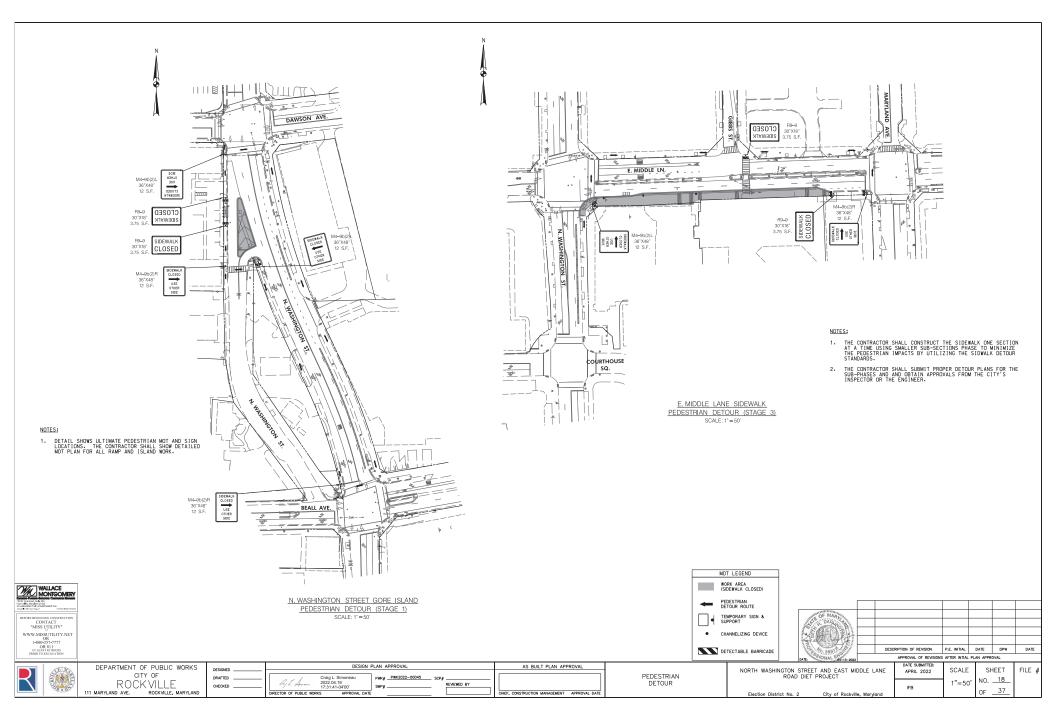


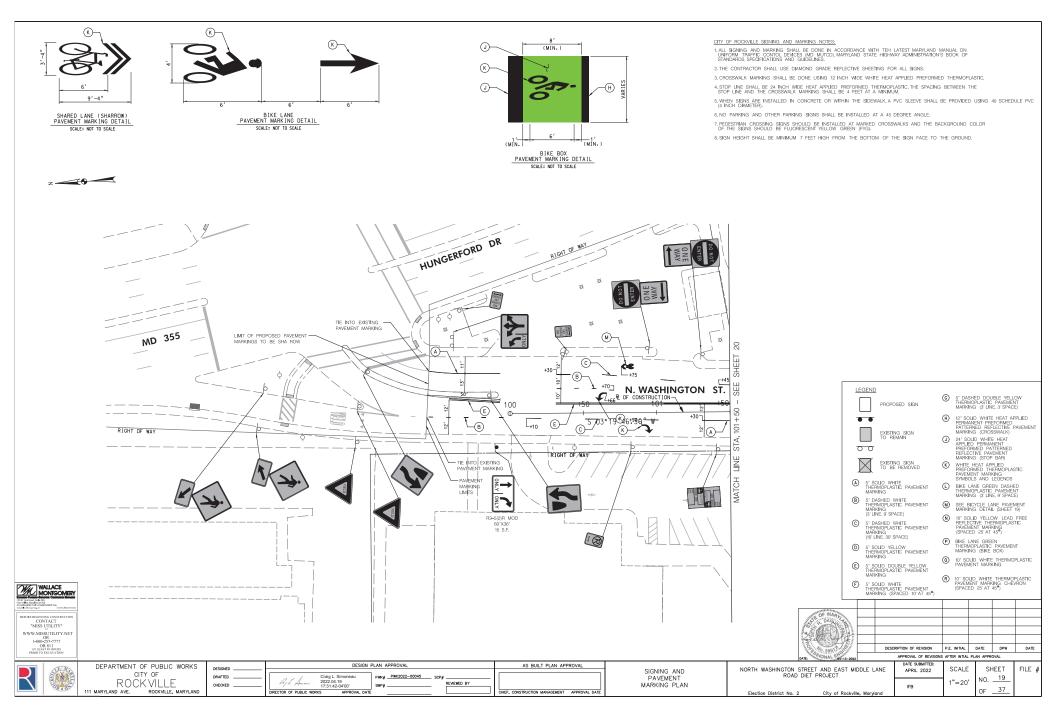
STORM DRAIN AND PAVING NOTES: (NOV 2016)

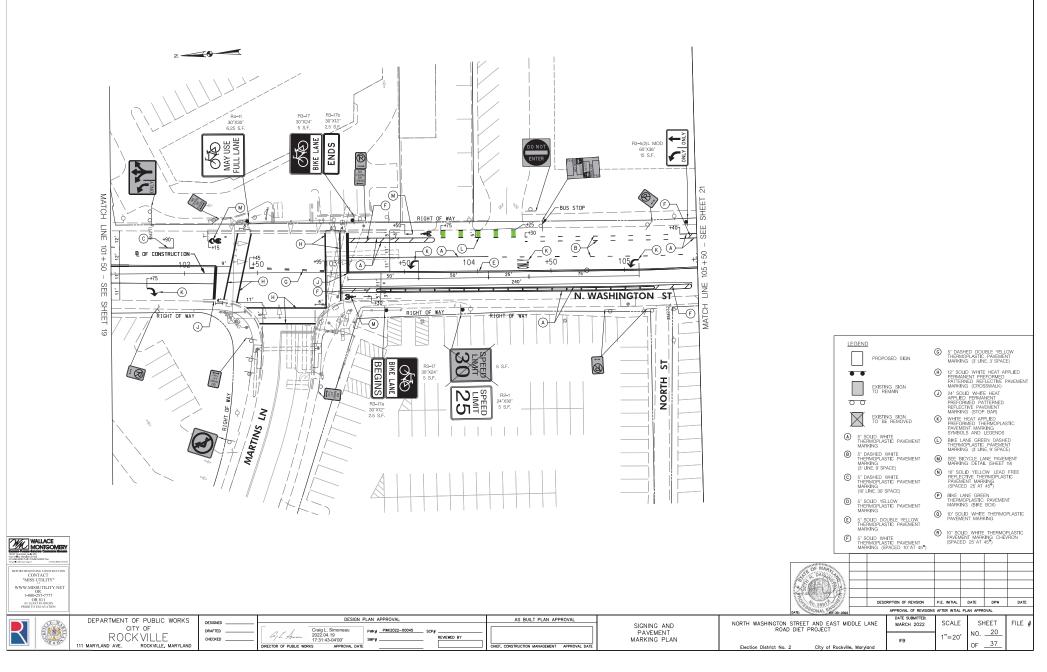
- ALL STORM DRAIN AND PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST GENERAL SPECIFICATIONS AND STANDARD DETAILS OF THE MARYLAND STATE HIGHWAY ADMINISTRATION, MONTGOMERY COUNTY, AND THE CITUR OF ROCYLLILE UNLESS DIFFUSION STATE STATEMENT, AND A STANDARD DETAILS OF THE MARYLAND STATE HIGHWAY ADMINISTRATION.
- UNLESS OTHERWISE SPECIFIED, ALL STORM DRAIN PIPES SHALL BE INSTALLED WITH MONTGOMERY COUNTY STANDARD "C" SHAPED SUBGRADE BEDDING OR BETTER.
- ALL PUBLIC STORM ORAIN SHALL BE A MINIMUM CLASS IV RUBBER GASKET REINFORCED CONCRETE PIPE IN ACCORDANCE WITH THE LATEST VERSIONS OF ASTM C-76 AND ASTM C-443.
- 4. IF SPRINGHEADS ARE ENCOUNTERED IN ANY PHASE DURING CONSTRUCTION. CONSTRUCTION MUST BE STOPPED UNTIL THEY ARE CAPPED AND PIPED TO A STORM DRAIN OR STREAM AS DIRECTED BY THE CITY.
- PROVIDE POSITIVE DRAINAGE OF ALL AREAS DISTURBED BY CONSTRUCTION. MINIMUM SLOPE IN PAVED AREAS IS ONE PERCENT. MINIMUM SLOPE OF GRADED AREAS IS TWO PERCENT. MAXIMUM SLOPE ON EARTH BANKS IS 33.1.
- MEEN TYING INTO EXISTING PAREMENT. SAN CUT EXISTING PAYING EDGE TO PROVIDE A CLEAN. STRAIGHT. AND VERTICAL JOINT. WHEN REMOVING EXISTING CURB OR SIDEWALK. REMOVE TO THE NEAREST JOINT.
 PAVING CONTRACTOR IS RESPONSIBLE FOR ADJUSTING UTILITY TOPS TO FINISHED GRADE.
- 6. APPLICATING CONTINUE IS RESPONSIBLE FOR INSULATION OF THE THOUSE IN FILSE WINNEL. So APPLICATION IS RESPONSIBLE FOR INSTALL FOR UNAL PAVENEES AND STANGE IN ACCORDANCE WITH THE FINL PAVENENT MARING AND SIGNAGE PLAN. WHICH IS APPROVED BY THE CHIEF OF TRAFFIC AND TRANSPORTATION.
- FOR PAVEMENT SECTIONS OF PRIVATE DRIVEWAYS AND PARKING LOTS, REFER TO ZONING AND PLANNING ORDINANCE, 25.16.06.0. – PARKING DESIGN STANDARDS – PAVING SPECIFICATIONS

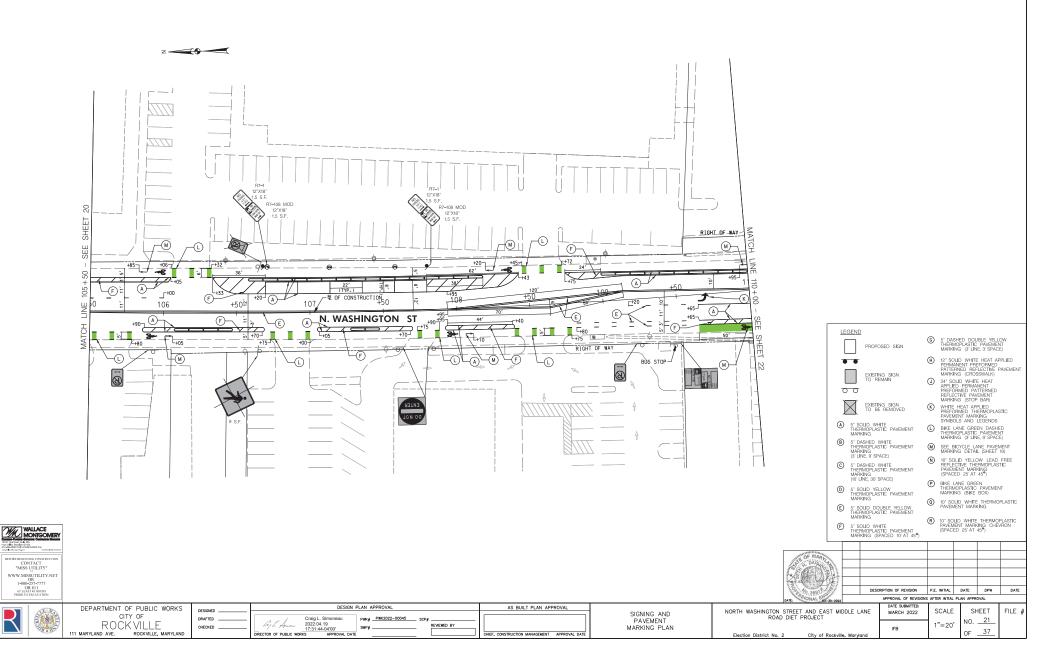


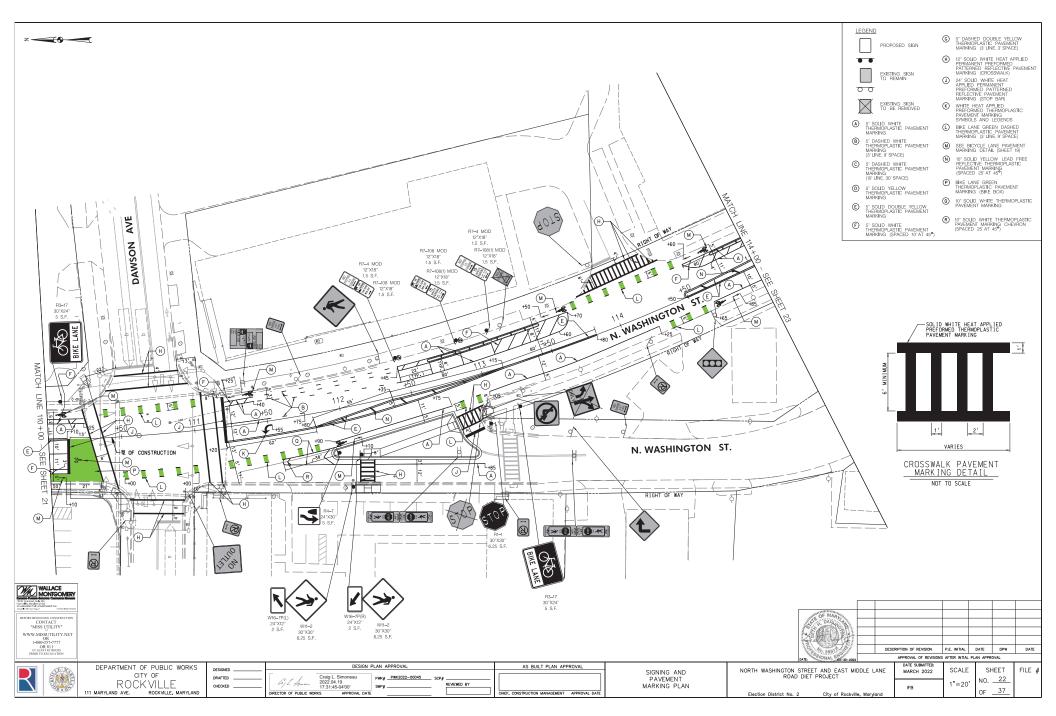
TEMPORARY TRAFFIC CONTROL REQUIREMENTS		TRAFFIC CONTROL - SEQUENCE OF CONSTRUCTION	
IEMPORATTI TRAFFIC CUNTROL REQUITEMENTS AL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE LATEST MARTLAND MANUAL ON UNFORM TRAFFIC CONTROL DEVICES (MD NUTCO), STATE HIGHWAY ADMINISTRATION'S	CONTACT INFORMATION 1. CONTACT THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS AT 240-314-8500	INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION	
STANDARDS, SPECIFICATIONS AND GUIDELINES.	 CONTACT THE CITY OF ROCKYLLE DEPARTMENT OF PUBLIC WORKS AT 240-314-8500 PWWBOCKYLLEMD.GOV AT LEAST TWO WEEKS IN ADVANCE TO CONGINATE ALL TEMPORARY TRAFFIC CONTROL (TTC), ESPECIALLY IN THE VICINITY OF ANY TRAFFIC SIGNALS. 	(SEE EROSION AND SEDIMENT CONTROL PLANS). PLACE TEMPORARY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD LEFT LANE CLOSURE IN	
 THE CONTRACTOR SHALL NOTIFY UPCOMING CONSTRUCTION TO THE CITY'S COMMUNITY ENGAGEMENT COORDINATOR (TEL: 240-314-8344), CITY POLICE (240-314-8900), COUNTY POLICE (301-273-8000) AND UPACITMG BUSINESSES AT LEAST TWO WEENS 		PLACE TEMPORANT TARFIFC CONTROL DEVICES FOR PART-TIME STANDARD LEFT LAKE CLOSURE IN ACCORRAMCE WITH STANDARD NO. NO 10.40.40-49. RTATIES STANDARD SIROLLEGT LAKE CLOSURE IN ACCORRAMCE WITH STANDARD NO. NO 10.40-60 GR PART-TIME STANDARD SIROLLEGT KORK IN ACCORRAMCE WITH STANDARD NO. NO 10.40-60 GR PART-TIME STANDARD SIROLLEGT KORK IN	
PRIDE TO CONSTRUCTION.		E. MIDULE IN. CONSTRUCTION ACTIVITIES INCLUDE THE FOLLOWING: -INSTALLATION OF FINAL PAVEMENT SUBFACE. SIONING. AND PAVEMENT MARKING.	
 IF BUS STOPS AND ROUTES WOULD BE IMPACTED BY THE PROPOSED TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL NOTIFY UPCOMING CONSTRUCTION TO APPROPRIATE ACENCIES AT LEAST 2 MEEKS PRIOR TO CONSTRUCTION (MMATA: 202-962-6085. & COUNTY RIDE-ON 240-777-5800). 	 THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL ACCIDENTS AND/OR DAMAGE TO PERSONS AND/OR PROPERTY DAMAGE RESULTING FROM HIS/HER OPERATIONS. ALL THE DEVICES SMALL BE DEFINITION AS SERVICE AND MET AND ADDRESS AND ADDRES	-INSTALLATION OF FINL PAVEENT SUBFACE, SIGNING, AND PAVENNT MARKING. The contractor shall be responsible for developing detail temporary traffic control, plang utilizing the subgreated securic or construction.	
 THE CONTRACTOR SHALL CONTACT WISS UTILITY AT 1-800-257-7777, 5 (FIVE) WORKING DAYS BEFORE WORK. 	2. ALL TTC DEVICES SHALL BE REMOVED AS SOON AS PRACTICAL WHEN THEY ARE NO LONGER MEEDED, WHEN WORK IS SUSPENDED FOR SHORT PERIODS OF TIME. TTC DEVICES THAT ARE NO LONGER APPROPRIATE SHALL BE REMOVED OR COVERED.	TRAFFIC CONTROL PLANS UTILIZING THE SUGGESTED SEQUENCE OF CONSTRUCTION. STAGE 1 (N. WASHINGTON ST GORE ISLAND CONSTRUCTION):	
5. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN CIRCULATIONS DURING THE CONSTRUCTION FOR STORMAK CLOSERS, THE CONTRACTOR SAULL SET UP JAPAILCABLE DETORM SIGNS AN BARRICADES BASED ON THE MO SHA STANDARDS ND. 104.06-09A. 104.06-09B. 104.06-09C OR 104.06-09D.	 AT THE COMPLETION OF WORK ACTIVITIES, CONDITIONS WITHIN THE PUBLIC SPACE SHALL BE FULLY RESTORED TO THOSE THAT EXISTED PRIOR THE THE WORK ACTIVITY. 	PLACE TEMPORARY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD RIGHT LAME CLOSME IN ACCOMPANE WITH STANDARD NO. NO 104-03-06 AS MEEDED ALONG SOUTHEOUND N. MESHINGTON D.	
 THE CONTRACTOR SHALL ONLY PERFORM AS MUCH WORK CAN BE COMPLETED DURING EACH WORKING DAY. 		PLACE TEMPORARY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD ROADWAY CLOSUME IN ACCORDANCE WITH STANDARD NO. MD 104.06-06 AS NEEDED ALONG N. WASHINGTON ST. SPUR.	
TAT THE END OF EACH WORK DAY, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY SIGNS THAT ARE NOT APPLICABLE.		SEE SHEET 18 FOR PEDESTRIAN DETOUR PLANS DURING THE CONSTRUCTION TO MINIMIZE IMPACTS BY UTILIZING STANDARD NDS. MD 104.06-09A. 09B, 09C AND 09D.	
INCASE OF WIGHT TIME WORKS, SAFETY AND LIGHTING DEVICES SHALL PROPERLY BE INSTALLED TO PREVENT NAW WORK ZONE RELATED CRASHES. FOR ANY NIGHTIME WORK, IF APPLICABLE, THE CONTRACTOR SHALL OBTAIN A NOISE WAIYEE FRAUMWINTGOMEW COUNTY IN ADVINCE.		VENICLES TRAVELLING ALONG NORTHEORAD N. MACHINGTON ST. SFWR TO ACCESS SQUIHEORAD N. MACHINGTON ST. CAN BE GETERRISG SQUIHEORAD A. MACHINGTON ST. SFWR TO UTLICES TRAVELLING EXECTEDING BALL AFMENT FOR ACCESS TO SQUIHEORAD N. MASHINGTON ST. AND ALONG ST. MACHINGTON ST. AND ALONG SPHE CAN BE DETUNED ALONG SQUIHEORAD N. MASHINGTON ST. TO UTLICE RESTORAD BEAL SPHE CAN BE DETUNED ALONG SQUIHEORAD N. MASHINGTON ST. TO UTLICE RESTORAD BEAL	
9. ACCESS TO RESIDENTIAL PROPERTIES AND DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES.		AVE FOR ACCESS.	
10. PERMANENT SIGNS IN CONFLICT WITH TEMPORARY TRAFFIC CONTROL SET UPS SHALL BE COMPRED OR REMOVED AND SHALL BE RETURNED TO THE ORIGINAL PLACES AFTER THE COMPLETION OF THE CONSTRUCTION.		THE CONTRACTOR SHULL MAINTAIN THE EXISTING CROSSING AGROSS THE N. MASHINGTON ST. SPUR DURING CONSTRUCTION OF THE GORE AREA FOR PEDESTRIAN MOVELENTS. DIRING CONSTRUCTION OF THE MEM JAINS N. WASHINGTIN ST. SHIP RAAF TEMPORARY TRAFFIC	
11. ADDITIONAL CONSTRUCTION WARNING SIGNS SHALL BE PLACED AS NEEDED WHEN DIRECTED BY THE CITY ENGINEER OR INSPECTOR.		OUTING CONSTRUCTION OF THE RAMP ALONG N. WASHINGTON ST SAUR PLACE THEOREMAY TRAFFIC CONTROL CAUCES FOR A NAFTINE PRESETIATION ACTIONER IN ACCORDANCE WITH STANDARD NO. NO TO CALL AND THE CROSSING OF N. WASHINGTON ST SOUTHERN LEG AND PROCEEDING TO CELL AND PROCEEDING	
12. ANY PAYEMENT MARKING. SIGNS. OR OTHER TRAFFIC CONTROL DEVICES DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL CONDITION. 13. FOR ANY RADAWAY CLOSURE. THE CONTRACTOR SHALL PROVIDE PROPER VARIABLE MESSAGE		CONSTRUCTION ACTIVITIES INCLOSE THE FOLLOWING: -INSTALLATION OF PROPOSED CONSTRET ISLAND AT THE INTERSECTION OF N. WASHINGTON SI. MODIN, MARINEDING SI, SPR. OF N. WASHINGTON SI, AND MINISTRINGTON SI. SPR.	
13.FOR ANY ROLDARY CLOSURE. THE CONTRACTOR SHALL PROVIDE PROPER VARIABLE MESSAGE SIGNS TO INFORM OF UPCOMING CLOSURE ON BOTH DIRECTIONS OF THE ROADWAY FOR AT LEAST 48 HOURS BEFORE THE CLOSURE.		OF N. WASHINGTON ST. AND N WASHINGTON ST. SPUR. STAGE 2 (BEALL AVENUE):	
14. THE CONTRACTOR SHALL USE CERTIFIED FLAGGERS DURING FLAGGING OPERATIONS. 15. IF THE PROPROSED TRAFFIC CONTROL PLANS REQUIRE PARKING RESTRICTIONS ALONG THE CITT ROADWAYS. THE CONTRACTOR SHALL ROST PAPERS SIGNS TO INCLATE TEMPORARY PARKING RESTRICTIONS AT LEAST 48 HOURS BEFORE THE CONSTRUCTION. AFTER COMPLETION OF THE KIONS. THE CONTRACTOR SHALL REQUIRE THE TEMPORARY SLOGS.		PLACE TEMPORARY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD LEFT LANE CLOSURES IN ACCORDANCE WITH STANDARD NO. NO 104.03-04 AS NEEDED ALONG EASTBOUND AND WESTBOUND BEALL NF. EAST OF M. NUSHINGTON ST.	
PARKING RESIRITIONS AT LEAST 48 HOURS BEFUGE THE CUNCHINGLIUM, AFTER COMPLETION OF THE WORK, THE CONTRACTOR SHALL REMOVE THE TEMPORARY SIGNS. 16.FOR SIGNAL DETECTION AND TIMING ADJUSTMENT, CONTACT MONTGOMERY COUNTY TMC AT 240-777-2100 AT LEAST 2 MEEKS PRIOT DO CONSTRUCTION.		THE CONTRACTOR SHALL MAINTAIN THE EXISTING CROSSING ACROSS BEALL AVE. DURING CONSTRUCTION OF THE MEDIAN NOSE FOR PEDESTRIAN MOVEMENTS.	
		CONSTRUCTION ACTIVITIES INCLUDE THE FOLLOWING: -MODIFICATION OF THE EXISTING BEDIAN NOSE ALONG THE WESTBOUND APPROACH OF BEALL APP. AT N. MASTINGTON ST.	
17. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT SAFETY OF THE PUBLIC AND THE WORK CREW IS MAINTAINED AT ALL TIMES THROUGHOUT THE TERM OF THE CONTRACT. THE WORKS TS SHALL BE GUIDED IN A CLEAR AND POSITIVE MANNER WHILE APPROACHING AND PASSING THROUGH CONSTRUCTION WORK AND EQUIPMENT AREAS.		STAGE 3 (E. MIDDLE LANE SIDEWALK):	
18. THE CONTRACTOR SHALL INSTALL (PRIOR TO BEGINING CONSTRUITION) AND MAINTAIN DURING CONSTRUCTION ALL RECESSARY TRAFFIC CONTROL DEVICES DURING HOURS OF CONSTRUCTION AND AT ALL OTHER TINGS IN ACCORDANCE VITY THE METHODS OF TRAFFIC CONTROL. SHOWN ON THESE DRAWINGS. THE SPECIFICATIONS. AND THE MOMINTCO. THE WORK HUMEN ARE GRIEVED TO ADDRESS THE SPECIFICATIONS.		SEE SHEET 18 FOR PECESTRIAN DETOUR PLWS DURING THE CONSTRUCTION TO IMPACTS BY UTILIZING STANDARD NOS. MO 104.06-09A.038, 09C AND 050. PLACT THEMPARY TREFEC CONTROL DEFICIENCE FOR PLAT-THE STANDARD RIGHT LANE CINSIBE	
CONTROL SHOWN ON THESE DRAWINGS. THE SPECIFICATIONS. AND THE MODUTCD. THE WORK HOURS ARE SUBJECT TO COMPLIANCE WITH WOOT SPECIFICATIONS. 19.THE CONTRACTOR AND INSPECTORS SHALL NOT PARK VEHICLES OR WORK BEHIND DRUMS WITHIN THE TAPER OR BUFFER AREAS.		PLACE TEMPORARY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD RIGHT LANE CLOSUME IN ACCROMANCE WITH STANDARD NO. MO 104.03-06 AS NEEDED ALONG EXSTBUDIO E. MIDDE LANE BETWEEN N. WEXINGTON STA MONTAND AXE - PLACE TEMPORART TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD FIORT LANE CLOSURE IN ACCROMANCE WITH STANDARD NO. MO 104.03-06 AS NEEDED ALONG MORTHOUND N. MESINTOTON ST. BETWEEN CONTROL DEVICES FOR ANTENDE ALONG MORTHOUND N. MESINTOTON ST. BETWEEN CONTROL DEVICES FOR NEEDED ALONG MORTHOUND N. MESINTOTON ST. BETWEEN CONTROL DEVICES FOR NEEDED ALONG MORTHOUND N. MESINTOTON ST. BETWEEN CONTROL DEVICES FOR NEEDED ALONG MORTHOUND N. MESINTOTON ST. BETWEEN CONTROL DEVICES FOR NEEDED ALONG MORTHOUND N. MESINTOTON ST. BETWEEN CONTROL DEVICES FOR NEEDED ALONG MORTHOUND N. MESINTOTON ST. BETWEEN CONTROL DEVICES FOR	
20. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 10' TRAVEL LANES.		CONSTRUCTION ACTIVITIES INCLUGE THE FOLORIMET -Instruction of Microso Statuka Laose & Andrea Laose Lane. -Wodflantions to the Existing Ada Rames in the Southeast conner of E. Middle Lane MD N. Washington ST.	
21.STAGING OR STOCKPILING OF MATERIAL ON-SITE SHALL BE PROHIBITED.		STAGE 4 (MILLING, OVERLAY AND TEMPORARY MARKINGS):	
		PLACE TEMPORARY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD LEFT LAME CLOSUME IN ACCORDANCE WITH STANDARD NO. NO 104.03-04 AS NEEDED ALONG NORTHBOUND AND SOUTHBOUND N. WASHINGTON ST.	
		PLACE TEMPORAY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD RIGHT LANE CLOSURE IN ACCOBANCE WITH STANDARD NO. MO 104.03-06 AS NEEDED ALONG NORTHBOUND AND SOUTHBOUND N. MASHINGTON ST.	
		PLAGE TEMPORAY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD LEFT LAME ELOSUBE IN ACCOBANCE WITH STANDARD NO. NO 104.04-04 AS NEEDED ALONG EASTBOUND AND WESTBOUND E. WIDDLE LN.	
		PLAGE TEMPORAY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD RIGHT LANE CLOSURE IN ACCOBANCE WITH STANDARD NO. NO 104.04-06 AS NEEDED ALONG EASTBOUND AND WESTBOUND E. WIDDLE LN.	
		CONSTRUCTION ACTIVITIES INCLORE THE FOLLOWING: MULLING OF PAREMENT ALONG NA UNASINISTIDISTA NA E. MIDDLE LANE. -INSTALLATION OF TEMPORARY PAREMENT MARKING TAPE IN LAYOUT OF PROPOSED PAREMENT MARKINGS.	
		<u>STAGE 5 (CONCRETE CURES AND BUFFERS):</u> Place Temporary Traffic Control devices for part-time standard sindlader work. In accordance with standard no. Mo 104.04.202 alums indentificiumo and Southedund n. washington st.	
		WITH STANDARD NO. NO 104.03-02 ALLONG KARTHBOUND AND SOUTHBOUND N. WASHINGTON ST. PLACE TEMPORARY TRAFFIC CONTROL DEVICES FOR PART-TIME STANDARD SHOULDER WORK IN ACCORDANCE WITH STANDARD N. NO 104.04-02 ALLONE EASTROND ADD WESTDANDE C. MIDDE LL N.	
		CONSTRUCTION ACTIVIES INCLUDE THE FOLLOWING: -INSTALLATION OF PROPOSED PRECAST CONCRETE CURBS IN BIKE LANE BUFFER AREA ALONG	
		N. WASHINGTON ST. AND E. MIDDLE LN. STAGE 6 (FINAL SURFACE, PAVEMENT MARKINGS, SIGNING AND PAVEMENT MARKINGS):	
In the second se		PLACE TEMPORANT TEMPTIC CONTROL DEVICES FOR PART-THES STANDARD LETT LAVE ELODERE IN ACCORDANCE WITH STANDARD NO. NO 104.03-04. PTATTES STANDARD SIRULEES INSTANDERS IN ACCORDANCE WITH STANDARD NO. NO 104.03-05 OF PART-THE STANDARD SIRULEES WORK IN ACCORDANCE WITH STANDARD NO. NO 104.03-05 OF READED ALONG NORTHERDARD AND SURVIEWED	
RETORE INGINANCONSTRUCTION CONTACT 'MISS UTILITY'		ACCORDANCE WITH STANDARD NG. MD 104.03-02 AS NEEDED ALONG NORTHBOUND AND SOUTHBOUND N. WASHINGTON ST.	OF MAR
NUMBER A STOCK OF A STOCK OF A STOCK			
W W W WARDS III LITS NET III 1800-157-7777 O R B1 FROM TO LEXANDON FROM TO LEXANDON			DESCRIPTION OF REVISION P.E. INITIAL DATE DPW DATE
DEPARTMENT OF PUBLIC WORKS	DESIGN PLAN APPROVAL	AS BUILT PLAN APPROVAL	NORTH WASHINGTON STREET AND EAST MIDDLE LANE MARCH 2022 SCALE SHEET FILE
	2022.04.19	SCP#	ROAD DIET PROJECT NO. 17
111 MARYLAND AVE. ROCKVILLE GREC	DIRECTOR OF PUBLIC WORKS APPROVAL DATE	CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE	Election District No. 2 City of Rockville, Maryland OF <u>37</u>

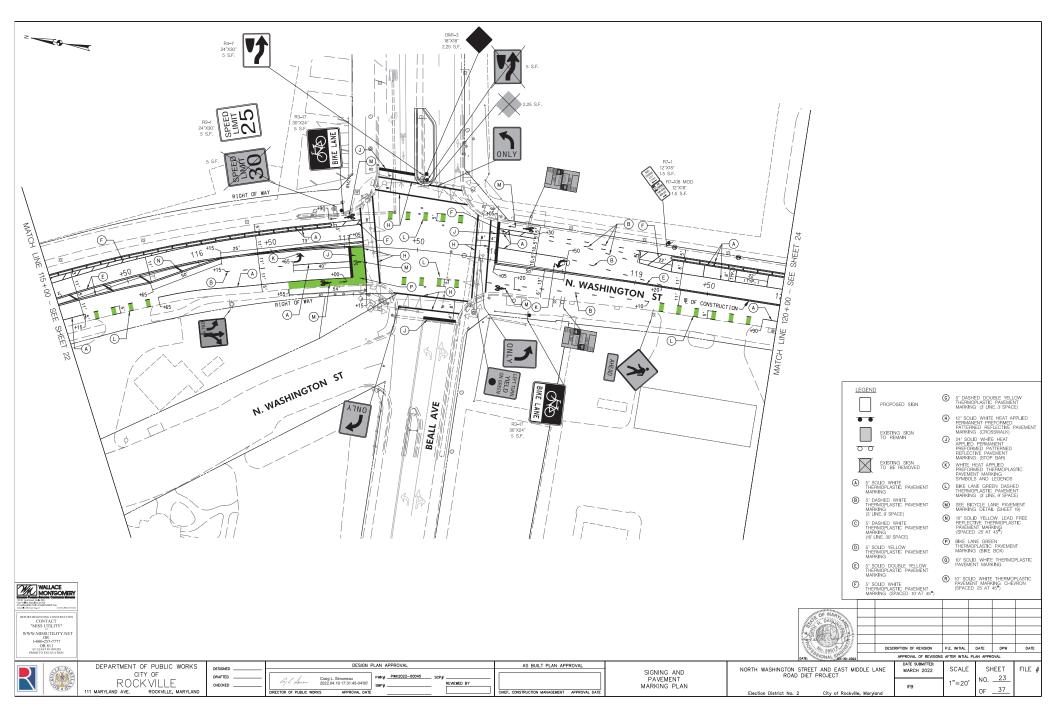


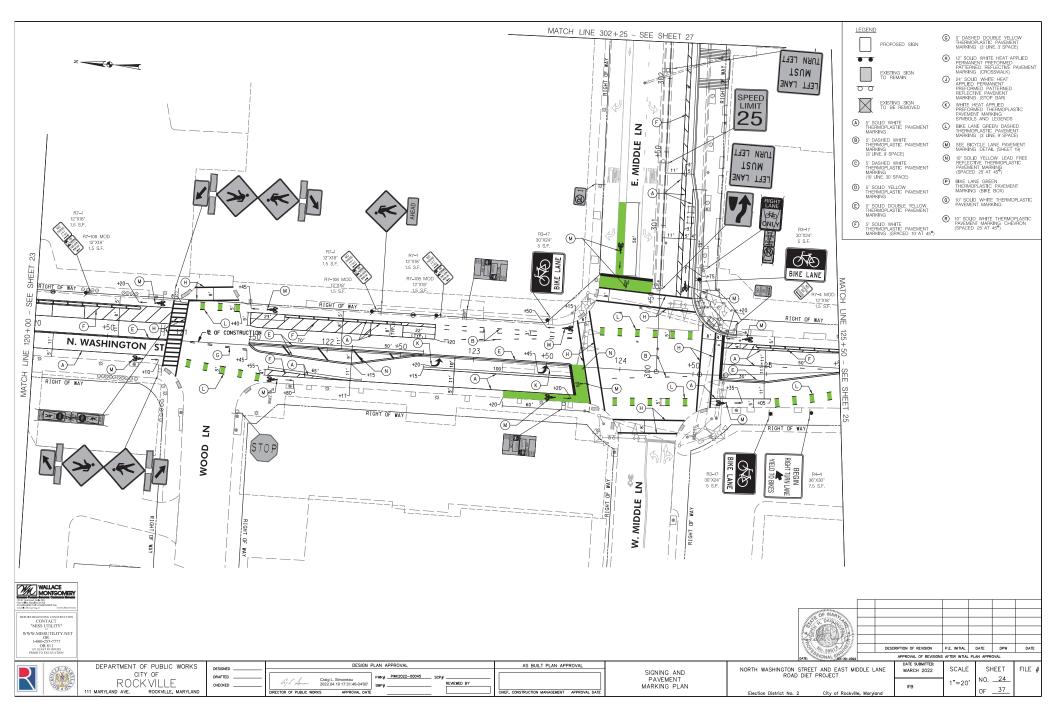


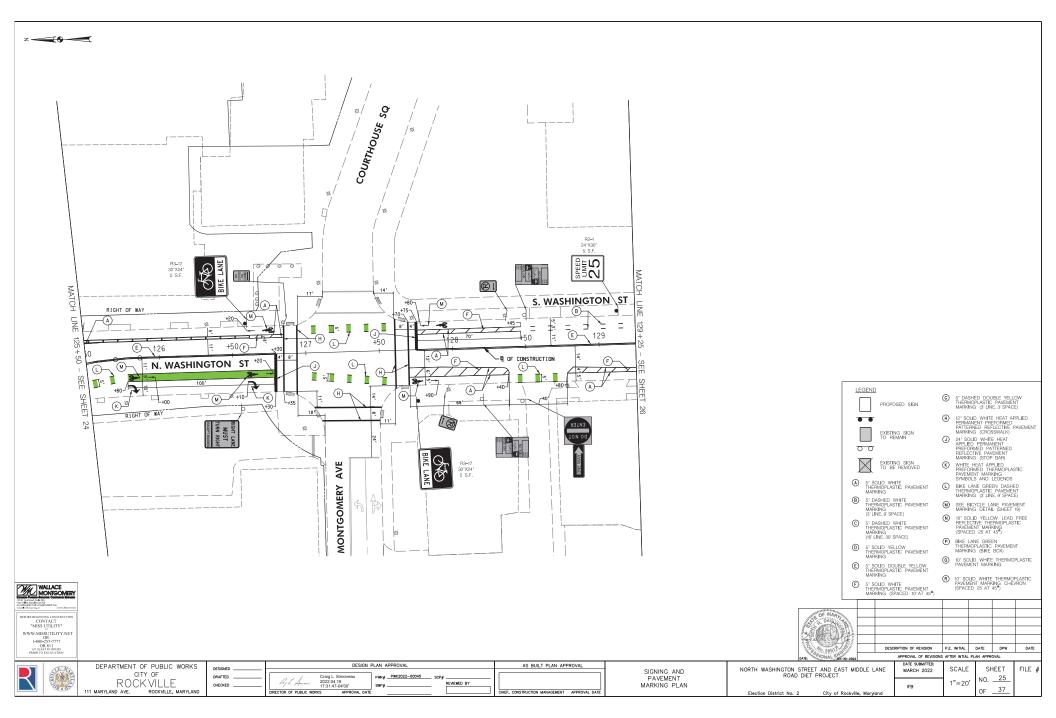


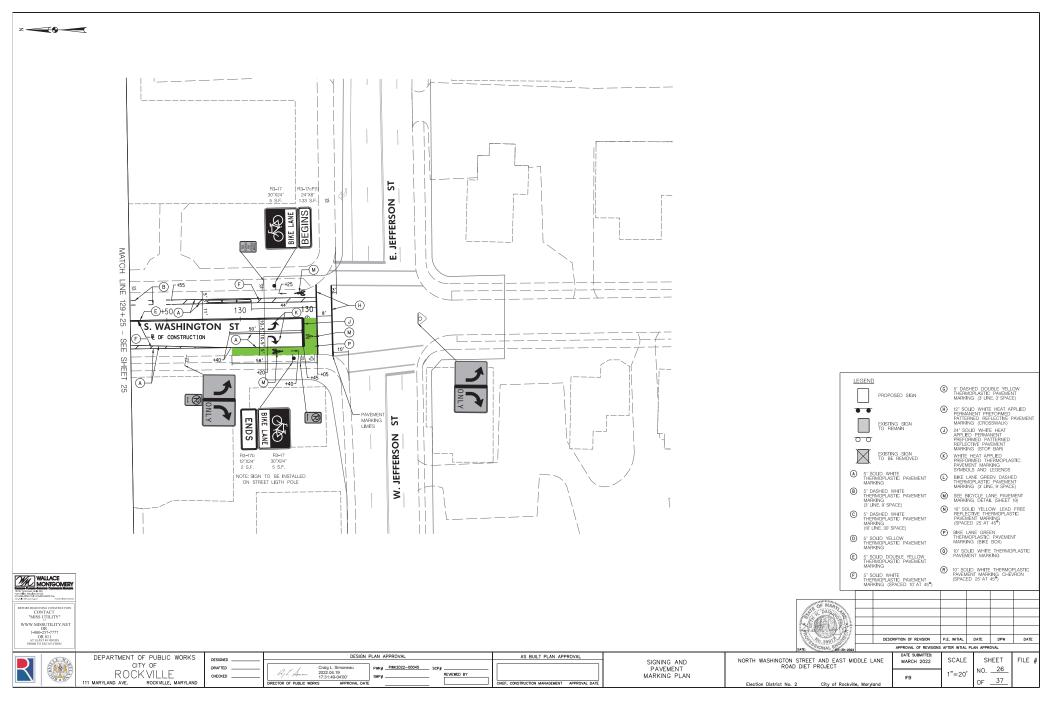


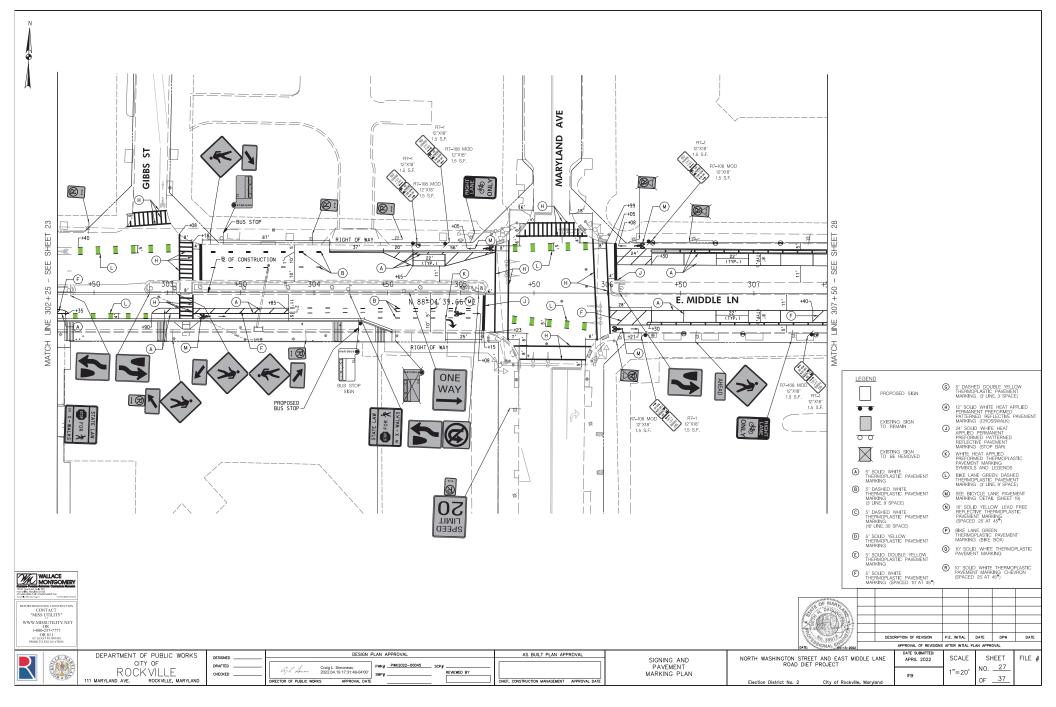


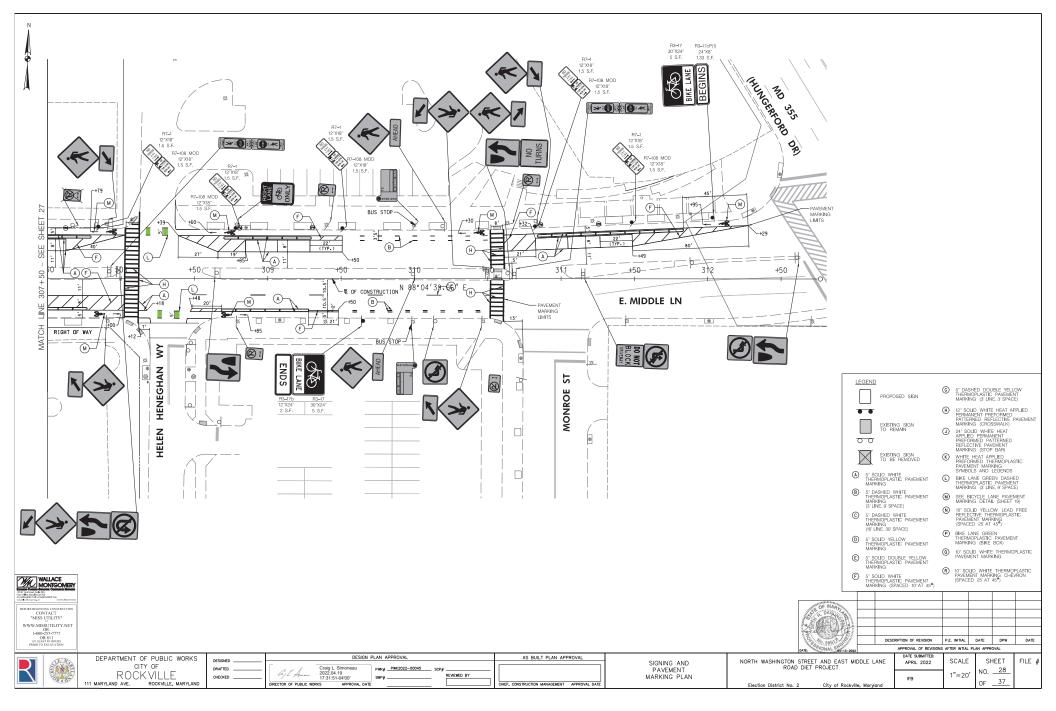


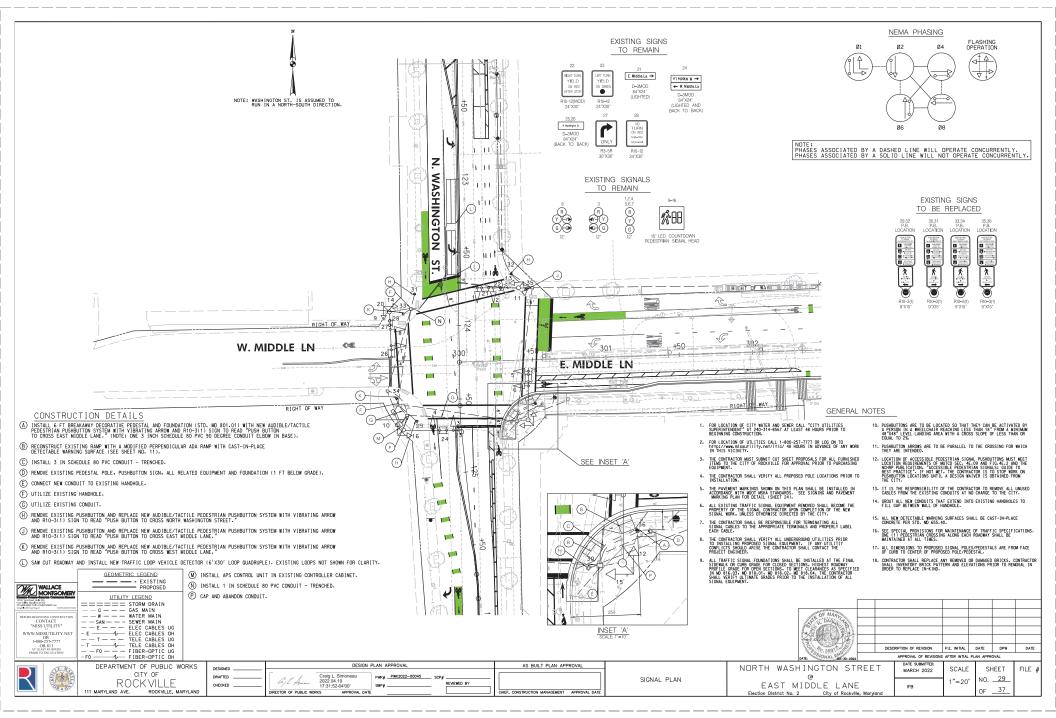












WIRING KEY

- LOOP WIRE

- GROUND ROD

DATE SUBMITTED: APRIL 2022

IFB

Α B.C

D.E

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+

NORTH WASHINGTON STREET

e

EAST MIDDLE LANE

- 2-CONDUCTOR ELECTRICAL CABLE (NO.14 A.W.G.)

2-CONDUCTOR ALUMINUM-SHIELDED LEAD-IN CABLE

DESCRIPTION OF REVISION P.E. INITIAL DATE DPW

APPROVAL OF REVISIONS AFTER INTIAL PLAN APPROVAL

SCALE

SEE

ABOVE

SHEET

NO. 30

OF _______

DATE

FILE #

- STRANDED BARE COPPER GROUND WIRE (ND. 6 A.W.G.)

PHASE CHART

PROJECT DESCRIPTION

I. GENERAL

۸.

THIS PROLECT INVEXES THE INSTALLATION OF NEW APS STOWLS AT ALL PEDESTIAN COOSSINGS AT THE INTERSECTION OF NORTH MASHINGTON STEET AND CAT NUDCL LANG. AND RECONSINGUTION OF NEW PEDESTRIAN RAMES WITH DETECTABLE WANNING SUFFACES TO MEET FEDERAL ADA STANDARDS. NORTH WASHINGTON STREET IS ASSUMED TO MAIN IN A NORTH - SOUTH DIRECTION.

- 11. INTERSECTION OPERATION
 - A) THIS INTERSECTION IS TO CONTINUE TO OPERATE AS A SEMI-ACTUATED TRAFFIC SIGNAL WITH THE NORTH WASHINGTON STREET APPROACHES KUNNING CONCURRENTLY (PHASE 2 & 6). AND MINOR STREET APPROACHES SHALL RUN CUNCURRENTLY (PHASE 4 & 6)
 - B) THE INSTALLED IN EXISTING BASE-MOUNTED CONTROLLER CABINET SHALL BE A NEW FULL-TRAFFIC-ACTUATED, EIGHT-PHASE ASC/3-2100 CONTROLLER, WITH AN UPS AND BBS INTERSECTION SYSTEM.

DESIGNED

DRAFTED

CHECKED .

			EQUIPMENT	LIS	л				
EQUIPMENT	то	BE	FURNISHED	ΒY	THE	CITY	OF	ROCKVILLE	

NUMBER DESCRIPTION QUANTITY			
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NONE

EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR в.

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8020

8021

DESIGN PLAN APPROVAL

APPROVAL DATE

Giff Ann Craig L. Simoneau 2022.04.19 17:31:53-04'00'

VIRECTOR OF PUBLIC WORKS

ITEM NUMBER	DESCRIPTION	QUANTITY	
1003	MAINTENANCE OF TRAFFIC	1 LS	
2001	TEST PIT EXCAVATION	1 CY	
8001	FURNISH AND INSTALL CONCRETE FOR POLE FOUNDATION	1 CY	
8005	FURNISH AND INSTALL NO. 6 AWG STRANDED BARE COPPER GROUND WIRE	25 LF	
8006	FURNISH AND INSTALL 1 INCH SCHEDULE 80	10 LF	PH
	RIGID PVC CONDUIT - TRENCHED	10 21	1/
8007	FURNISH AND INSTALL 3 INCH SCHEDULE 80 RIGID PVC CONDUIT - TRENCHED	25 LF	PH
8013	FURNISH AND INSTALL 6 FOOT DECORATIVE	1 EA	PE
	PEDESTAL POLE		2
8014	GROUND ROD -3 /4 INCH DIAMETER X 10 FOOT LENGTH	5 EA	PH
8015	FURNISH AND INSTALL ELECTRICAL CABLE -	190 LF	4
	2 CONDUCTOR (ALUMINUM SHIELDED)		PH
8016	FURNISH AND INSTALL ELECTRICAL CABLE - 2 CONDUCTOR (NO. 14 AWG)	140 LF	PE
8017	FURNISH AND INSTALL LOOP WIRE ENCASED	950 LF	4
			FL
8018	FURNISH AND INSTALL SAW CUT FOR SIGNAL (LOOP DETECTOR)	265 LF	OP
8019	FURNISH AND INSTALL AUDIBLE/TACTILE PEDESTRIAN PUSHBUTTON STATION AND SIGNS	8 EA	

FURNISH AND INSTALL 2-WIRE APS CENTRAL 1 EA CONTROL UNIT REMOVE AND DISPOSE OF EXISTING SIGNAL EQUIPMENT

1 LS

	NORTH	BOUND	SOUTH	BOUND	EASTE	BOUND	WESTBOUND		WEST PED	EAST PED	NORTH PED	SOUTH PED	
	1 R Y G	2 R V G	3 (F) (F) (F) (F)	4 (R) (Y) (G)	5 (R) (Y) (G)	6 (R) (Y) (G)	7 (R) (Y) (G)	8 (P) (G) (G) (G) (G) (G) (G) (G) (G) (G) (G	9 10	11 12	13 14	15 16	
PHASE 1 AND 6	R	R	←G— G	G	R	R	R	R −G→	WK WK	DW DW	DW DW	DW DW	14
1 AND 6 CHANGE	R	R	←Y — Υ	Y	R	R	R	R −Y→	DW DW	DW DW	DW DW	DW DW	↓└┶
PHASE 2 AND 6	G	G	G	G	R	R	R	R	WK WK	WK WK	DW DW	DW DW	P ∆P
PED CLEARANCE	G	G	G	G	R	R	R	R	FL/DWFL/DW	FL/DWFL/DW	DW DW	DW DW	11 Til
2 AND 6 CHANGE	Y	Y	Y	Y	R	R	R	R	DW DW	DW DW	DW DW	DW DW	¦ö⊅ lå
PHASE 4 AND 8	R	R	R	R	G	G	G	G	DW DW	DW DW	DW DW	DW DW	4
4 AND 8 CHANGE	R	R	R	R	Y	Y	Y	Y	DW DW	DW DW	DW DW	DW DW	<u> </u> _⊳
PHASE 4 AND 8 ALT	R	R	R	R	G	G	G	G	DW DW	DW DW	WK WK	WK WK	¢0
PED CLEARANCE	R	R	R	R	G	G	G	G	DW DW	DW DW	FL/DWFL/DW	FL/DW FL/DW	
4 AND 8 ALT CHANGE	R	R	R	R	Y	Y	Y	Y	DW DW	DW DW	DW DW	DW DW	••
FLASHING OPERATION	FL/Y	FL/Y	FL/Y	FL/Y	FL/R	FL/R	FL/R	FL/R	DARK DARK	DARK DARK	DARK DARK	DARK DARK	

WIRING DIAGRAM Ţ¢⊳ ţ, A.D.E-<u>ب</u>ب

GENERAL

INFORMATION

RECORD CONTACT WALK CONTACT	
	DEPARTMENT OF PUBLIC WORKS CITY OF ROCKVILLE 111 MARYLAND AVE. ROCKVILLE, MARYLAND

Page	206	of 213	
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AS BUILT PLAN APPROVAL

CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DAT

17"X30' PC SPLICE BOX

THE MINIMUM HORIZONTAL AND VERTICAL SEPARATION BETWEEN FOREIGN STRUCTURES AND CONDUIT SHALL BE AS FOLLOWS: TELEPHONE CONDUIT - 3" CONCRETE OR 12" EARTH. GAS AND OIL MAINS - 12" EARTH. GAS PIPES 16" OR LARGER REDUIRES 18" OF EARTH. WSSC WATER AND SEWER - 5' OUT TO OUT HORIZONTAL AND 1' VERTICAL (CROSSING). D.C. WATER AND SEWER -4' OUT TO OUT HORIZONTAL AND 1' VERTICAL (CROSSING). STORM DRAINS -5' OUT TO OUT HORIZONTAL AND 6" VERTICAL (CROSSING).

STREETLIGHT CONDUIT INSTALLATION CHECKLIST

2 (TWO) - 4" (FOUR) INCH, SCHEDULE 40, PVC CONDUIT TO BE INSTALLED BY THE CONTRACTOR CONNECTING EACH SPLICEBOX IN A CONTINUOUS RUN.

1 (ORE) – 2." (TWO) INCH, SCHEDULE 40, PVC CONDULT TO BE INSTALLED BY THE CONTRACTOR CONNECTING SPLICEBOX TO THE STREETLIGHT FOOTING. CONTRACTOR TO PROVIDE AND INSTALL PROTOCELLS FOR EACH STREETLIGHT LUMINAIRE

STREETLIGHT AND POST ERECTED BY THE CONTRACTOR ARE TO BE WIRED WITH #10 AWG (MIN) COPPER WITH A THREE-FOOT LOOP OF SLACK IN THE SPLICEBOX FOR ATTACHEMENT BY PEPCO.

STREETLIGHT POSTS ARE TO HAVE A GROUNDING LUG ATTACHED TO THE BASE OF THE POST WITH A MINIMUM THREE FOOT LOOP OF SLACK IN THE SPLICEBOX OF #6 AWG BARE COPPER WIRE ATTACHED.

ALL SWEEPBENDS TO BE A MINIMUM OF 24 INCHES RADIUS

1/4" NYLON PULL-LINE IS TO BE INSTALLED IN EACH CONDUIT DUCT

CONTRACTOR TO INSTALL MARKING TAPE ONE FOOT (1') ABOVE EACH CONDUIT RUN.

NO MORE THAN 270 DEGREES OF BENDS IN A CONDUIT RUN-

CONDUIT IS TO HAVE THREE (3) FEET (MINIMUM) COVER OVER IT.

INSTALLATION OF ALL UNDERGROUND LIGHTING FACILITIES ARE ALSO SUBJECT TO PEPCO INSPECTION AND WRITTEN APPROVAL BEFORE CONCEALMENT. FAILURE TO DETAIN SUCH INSPECTION WILL RESULT IN THE UNCOVERING OF FACILITIES AT THE CONTRACTOR'S EXPENSE. CALL 301-670-8608 007 301-670-8828 7:00 TO 9:00 AM OR 3:00 O 4:00 PH YMO WORKING DAYS IN ADVANCE TO ARRANGE INSPECTION.

ALL STREETLIGHT EQUIPMENT AND MATERIALS SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO BEING INSTALLED ON THE PROJECT. SEE TECHNICAL SPECIFICATIONS FOR STREETLIGHT SPECIFICATIONS.

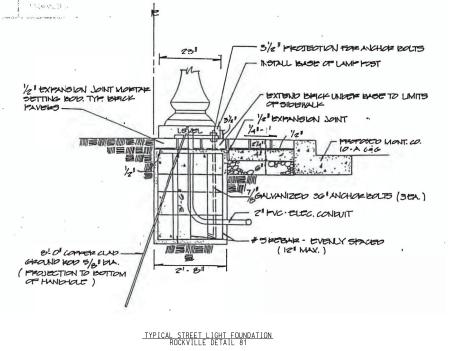
ALL STREETLIGHTS SHALL BE INSTALLED 2'-6" BEHIND THE FACE OF CURB (UNLESS AS NOTED ON THE PLANS).

CONTRACTOR FURNISHED EQUIPMENT NOTES:

PEPCO TO PROVIDE ENERGY AND CABLING

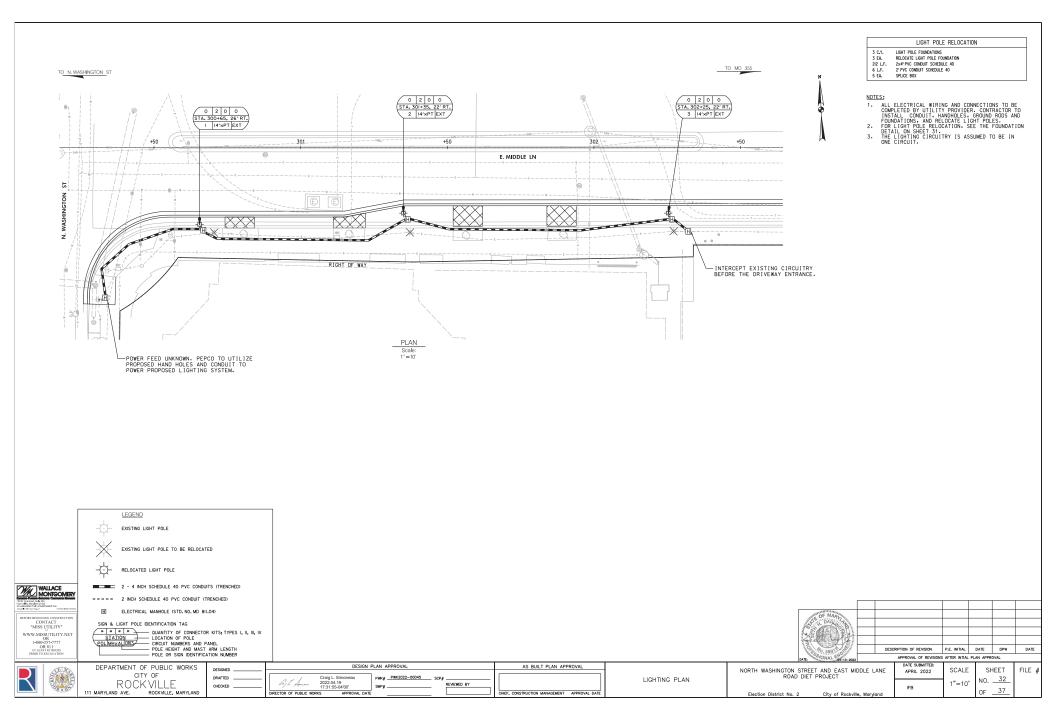
CONTRACTOR SHALL PROVIDE LUMINAIRES (RELOCATED FROM EXISTING), POLES (RELOCATED FROM EXISTING), PHOTOCELLS, FOOTINGS AND CONDUIT

CONTRACTOR TO PROVIDE CONDUIT AS REQUESTED BY PEPCO REFER TO CONDUIT CHECKLIST FOR ADDITIONAL INFORMATION.



4" 2-WAY 4" 2-WAY 2" 1-WAY STLT FOUNDATION TYPICAL SPLICE BOX - PLANVIEW (N.T.S.) 17"X30" PC SPLICE BOX 4" 2-WAY 2" 1-WAY ST LT FOUNDATION 24" RADIUS SWEEPBENDS TYPICAL SPLICE BOX - SECTION 4"- 2-WAY (2HX1V) SCHED, "40" PEPCO DIRECT BURIED MAINLINE TRENCH DETAIL FILL WIT RISER BOOT SECTION A-A CONDUIT DEPARTMENT WILL PLUG DUCT IF RISER IS NOT INSTALLED IMMEDIATELY. CUSTOMER OR CUSTOMER CONTRACTOR EXCANATING WITHIN FIVE FEET OF A PEPCO DMED FOLC SHALL PERFORM THE WORK UNDER PEPCO SUPERVISION. ABLE SHEEP BEND INSTALLAT O





- EROSION AND SEDIMENT CONTROL NOTES: (NOV 2016)
 - THE APPLICANT WIST OBTAIN INSPECTION AND APPROVAL BY THE CITY OF ROCKVILLE DEPARTMENT OF PUBLIC WORKS (DWW) AT THE FOLICINING POINTS: A. AT THE FOLICINING POSITISTICION WEETINGS. B. FOLLOWING INSTALLATION OF SEDIMENT CONTROL MEASURES AND PRIOR TO ANY OTHER LAND

 - c.
 - FOLLIDING INSTALLATION OF SECURATI CONTINUE RELATED AND THE RELATED AND THE INSTALLATION OF SECURATING AND THE INSTALLATIONS OF SECURATING RELATED AND THE INSTALLATIONS OF SECURATION CONTENT OF A DATA AND A DA
 - PRIOR TO REMOVAL OR MODIFICATION OF ANY SEDIMENT CONTROL DEVICES. PRIOR TO FINAL ACCEPTANCE.
- ALL EROSION CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS AND SPECIFICATIONS AND THE MOST CURRENT "MARYLAND STANDARDS AND SPECIFICATIONS FOR SOLL EROSION AND SEDIMENT CONTROL,"
- The APPLICANT SHALL CONSTRUCT ALL EROSION AND SEDIMENT CONTROL MEASINES PER THE APPROVED PLAN AND CONSTRUCTION SEQUENCE. SHALL HAVE THEM INSPECTED MO APPROVED BY OW PRIOR TO BEGINNING ANY OTHER LAND DISTANCES. SHALL ENDER THAT ALL RANGERY FORM DISTURBED REAS IS DIRECTED TO THE SEDIMENT CONTROL DEVICES MO SHALL NOT REMOVE ANY EROSION OR SEDIMENT CONTROL MEASURES WITHOUT PRIOR PERMISSION FORM OPP.
- ANY REQUEST FOR CHANGES TO THE APPROVED SEDIMENT CONTROL PLAN OR SEQUENCE OF CONSTRUCTION MUST BU SUBMITED TO THE DPW SEDIMENT CONTROL INSPECTOR AND APPROVED BEFORE IMPLEMENTING CHANGES. MAJOR CHANGES WILL REQUIRE A PLAN REVISION.
- THE APPLICANT SHALL PROTECT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS TO PREVENT THE DESPOSITION OF MATERIALS ONTO TRAVERSED PUBLIC THOROUGHFARE(S). ALL MATERIALS DEPOSITED ONTO PUBLIC THOROUGHFARE(S) SHALL BE REMOVED IMEDIATELY.
- THE APPLICANT SHALL INSPECT DAILY AND MAINTAIN CONTINUOUSLY IN EFFECTIVE OPERATING CONDITION ALL EROSION AND SEDIMENT CONTROL MEASUMES UNTIL SUCH TIME AS THEY ARE REMOVED WITH PRIOR PERMISSION FROM THE DPW SEDIMENT CONTROL INSPECTOR.
- ALL SEDIMENT BASING, TRAP EMERANCENTS, SWALES, PERIMETER DIKES AND PERMANENT SLOPES STEEPER OR EQUAL TO 51 SWALL BE STABILIZED WITH SOD, SEED AND ANCOMED STAWA MALCH OR OTHER APPROVED TRADILIZATION MARKERS, WITHIN SEVER ALEXAND RAYON OF STABILISHEN, TAL, ARAES DISTRUED OUTSIDE OF THE PERIMETER SEDIMENT CONTROL STSTEM MARKE MATT BE WINNIZED AND STABILIZED IMEDIATELY. MAINTENANCE MAST BE PERIORBER S. NECTSANT TO ENDERGE CONTINUE STABLIZATION. REVERSION WILL BE PERIORBER S. NECTSANT TO ENDERGE CONTINUE STABLIZATION. REVERSION WILL BE PERIORBER S. NECTSANT TO ENDERGE CONTINUE STABLIZATION. REVERSION WILL BE DISTRUED FOR THE SALESSANT TO ENDERGE CONTINUE STABLIZATION. REVERSION WILL BE REGULARED. LE NECESSARY
- THE APPLICANT GUALL PAY 500, SEED AND AND/ORED STAW MACK. OR OTHER APPROVED STABILIZATION MEASHERS TO ALL DISTURBED AREAS THIN SECHEN ITO ALCONARD RAYS AFTER STIPPING AND GARDIG ACTIVITES HAVE CLASSO ON THAT AREA. MAINTERMACE SHALL BE FERRORMED AS NECESSARY TO DESARE CONTINUED STABILIZATION DIFFE ATTLE CONSTRUCTION MEESS THAT OR KOT BEINS ANT THEY GARDED THE. MORE STABILIZATION, STORPACTING CONSTRUCTION MEESS THAT OR KOT BEINS ANT THEY GARDED THE. MORE INSPECTOR. STORPIES. WHICH HAVE NOT BEEN USED FOR SEVEN 17 CALEDADA DATES SHALL BE STABILIZED THROUGH THE APPLICATION OF SOME OF SEVEN 17 CALEDADA DATES SHALL BE STABILIZED THROUGH THE APPLICATION OF SOME OF SEVEN 17 CALEDADA DATES SHALL BE STABILIZED
- PRIOR TO REMOVAL OF SEDIMENT CONTROL MEASURES. THE APPLICANT SHALL STABILIZE ALL CONTRIBUTORY DISTURMED AREA USING SOO OF AN APPROVED PERMANENT SED MITTORE WITH REDURED SOLL AREAMANTS AND AN ORIANDE. AREA BEDORIT TO FINISHED ORACO DURING THE SEEDING SASAND SHALL BE FERMANENT STABILIZE WITHIN SKYEN (1) CALEDAR DAYS OF ESTABLISMENT. MEEN REDORESTY IS BROWNIT STABLISMED CAME WITHING SKYEN (1) CALEDAR DAYS OF ESTABLISMENT. MEEN REDORESTY IS BROWNIT STABLISMED AND WITHING SKYEN (1) CALEDAR DAYS OF ESTABLISMENT. MEEN REDORESTY IS BROWNIT STABLISMED CAME DURING HE MONTIG OF WONGER THROUGH AND FORMAR STABLIZISMENT STABLISMENT. STABLISMENT STABLISMENT PERMANENT STABLISMENT AND STAR ARCHINGED AREA DURING THE APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISTICH STABLISMENT. MEEN REDOREMENT STABLISMENT STABLISMENT PERMANENT STABLISMENT AND STAR ARCHINGED AREA DURING THE APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND STAR ARCHINGED AREA DURING THE ARTICLES AND AND THE STABLISMENT STABLISMENT. STABLISMENT STABLISMENT AND APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND APPLICED TO DISTUME AREAS AND APPLICED TO DISTUMED AREAS. THE FINAL PERMANENT STABLISMENT AND APPLICED TO DISTUMED AREAS AND APPLICED TO DISTUME AREAS AND APPLICED APPLICED AREAS AND APPLICED TO DISTUME AREAS AND APPLICED APPLICED AREAS AND APPLICED APPLICED AREAS AND APPLICED APPL 9.
- 10. THE SITE WORK, MATERIALS, APPROVED SEDIMENT CONTROL AND STORMARTER MANAGEMENT PLANS, AND ANY REQUIRED TST REPORTS SMALL BE AVAILABLE, AT THE SITE FOR INSPECTION BY DULY AUTHORIZED OFFICIALS OF THE CITY OF ROCVILLE.
- 11. SUFFACE DRAIMAGE FLOWS OVER UNSTABLIZED OUT AND FILL SLOPES SHALL BE CONTROLLED BY EITHER PREVENTING DRAIMAGE FLOWS FROM TRAVERSING THE SLOPES OR BY INSTALLING MECHANICAL DEVICES TO LOWER THE WATER DOMEGORE 'HIDDU' CLASING BEGING, DIKES SHALL BE INSTALLED AN UNIVAINEL AT THE TOP OF CUT OF FILL SLOPES UNTIL THE SLOPE AND DRAIMAGE AREA TO IT ARE FLUX STABLIZED. AT WHICH THER THE WAST BE FLOWED AND FILL, GRADING DONE TO PRODUCE SHAFT I'LDU MENTAMENT AT HEATON THE THE THAT HAVE THE PLANCED AND FILL, GRADING DONE TO PRODUCE SHAFT I'LDU MENTAMENT AT HEATON THE THEOTOPECUTES UNTIL FROM THE THOUST BUT DRAIDED AND FILL, GRADING DONE TO PRODUCE SHAFT I'LDU MENTAMENT AT HEATON THE THEOTOPECUTES DRAIDED AND FILL, GRADING DONE TO PRODUCE SHAFT I'LDU MENTAMENT AT HEATON THE THEOTOPECUTES DRAIDED AND FILL, GRADING DONE TO PRODUCE SHAFT I'LDU MENTAMENT AT HEATON THE THEOTOPECUTES DRAIDED AND FILL, GRADING DONE TO PRODUCE SHAFT I'LDU MENTAMENT AT HEATON THE THE THAT HEATON THE THE THE THE THE THE THE MENTAMENT AND THE THE THAT HEATON THE THE THE MENTAMENT AND THE THE THE THE DRAIN THE THE THE THE MAN FILL DRAIDED AND THE THE THE THE MENTAMENT AND THE THE THE THE THE THE MENTAMENT AND THE DRAIDED AND THE THE THE THE MENTAMENT AND THE MENTAMENT AND THE THE THE MENTAMENT AND THE DRAIDED AT POINTS OF CONCENTRATED FLOW WHERE EROSION IS LIKELY TO OCCUR.
- 12. PERMANENT SWALES OR OTHER POINTS OF CONCENTRATED WATER FLOW SHALL BE STABILIZED WITH SOD OR SEED WITH APPROVED EROSION CONTROL WATTING OR BY OTHER APPROVED STABILIZATION WEASURES.
- TEMPORARY SEDIENT CONTROL DEVICES SHALL BE REMOVED. WITH PERMISSION OF DPV. WITHIN 30 CALENDAR DAYS FOLLOWING ISTABLISMENT OF PERMANENT STABLIZATION IN ALL CONTRIBUTORY DEALMAGE AREAS. IF STABLISMENT & IS NOT TRILL AND UNITORMA DETERMINED BY THE DPM SEDIENT CONTROL INSECTION, DEVISION WILL BE REQUIRED. STORMARTE MANAGEMENT STADLIZATION USED TEMPONATILI FOR SEDIENT CONTROL SHALL BE CONVERTED TO THE PERMANENT CONFIGNATION THIN IST INTE PERMANENT ON SFELL.
- 14. NO PROMINENT OUT OF FILL SLOPE WITH A GAOAD OF STEERED TAW 3:- WILL BE FORWITTED IN LAW INDITALWEE ARASA. SLOPE GAOAD OF OF DO 1: HILL SEMITTED IN LAWS THAT ARE NOT DE WINNING FOR ON THAT HODE AREAS ARE INDICATED ON THE EROSION AND SCIDENT CONTRE, PLAN WITH A LOP-MAINTENNEE GROUD OVER SPECIFICIED OF PROMINENT STABILIZATION. SUBJE GAOAD OF THEEPER THM 2: HILL NOT ER FERITINE. WITH VEGETATIVE STABILIZATION.
- 15. THE APPLICANT SHALL INSTALL A SPLASH BLOCK AT THE BOTTOM OF EACH DOWNSPOUT UNLESS THE DOWNSPOUT IS CONNECTED BY A DRAIN LINE TO AN ACCEPTABLE OUTLET.
- 16. ALL WATER PUMPED FROM AN EXCAVATION DURING CONSTRUCTION SHALL BE PUMPED EITHER TO SEDIMENT TANKS MAN/OW SEDIMENT TANKS. NO WATER WILL BE PUMPED TO THE STORM DRAIN SYSTEM OR SMALE. DE-WATERING SHALL BE PERFORMED IN ACCORDANC WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL ERGSION AND SEDIMENT CONTROL.
- 17. FOR THISKED ORDIDG, THE APPLICANT SMALL PROVIDE ADEQUATE DADJECTS 50 & TO: 11 PREVENT WATER FROM STADNE ON THE SUBJECT OF LANGE MARE AND ADDECT THE THE ORD OF A ADJECT TH DESIGNATED DRAINES CORRESS AND SMALE FLOW AREAS WHICH MAY DRAIN AS LONG AS 48 HOURS ATTER THE DON OF A RAINFALL, AND C2 PROVIDE POSITIVE DRAINOR LAW IF ORD ALL BUILDING FORMATIONS OF OPENINES.
- 18. SEDIMENT TRAPS OR BASINS ARE NOT PERMITTED WITHIN 20-FEET OF A BUILDING, WHICH EXISTS OR IS UNDER CONSTRUCTION. NO BUILDING MAY BE CONSTRUCTED WITHIN 20-FEET OF A SEDIMENT TRAP OR BASIN.
- ALL INLET IN NON-SUMP AREAS SHALL HAVE ASHALT BERNS INSTALLED AT THE TIME OF BASE PAVING TO DIRECT RUNOFF TO INLETS.
- 20. THE DPW SEDIMENT CONTROL INSPECTOR HAS THE OPTION OF REQUIRING ADDITIONAL SEDIMENT CONTROL MEASURES, IF DEEMED NECESSARY.
- 21. ALL TRAP ELEVATIONS ARE RELATIVE TO THE OUTLET ELEVATION, WHICH MUST BE ON EXISTING UNDISTURBED
- NO CONSTRUCTION VEHICLES SHALL BE DRIVEN WITHIN THE FOOTPRINT OF THE PERMEABLE PAVEMENT. CONTRACTOR TO STABILIZE PERMEABLE PAVEMENT AREAS AT THE END OF EACH WORK DAY.

DEPARTMENT OF PUBLIC WORKS

CITY OF

ROCK VILLE

ROCKVILLE, MARYLAND

111 MARYLAND AVE.

DESIGNED ____E.W.

DRAFTED L+E+W+

CHECKED _____C.V.M.

0 York Road, Suite 200 Valey, Maryland 21030 HH-5090 Tel / 410,087,0905 Fac

CONTACT "MISS UTILITY

WWW.MISSUTILITY.NE OR 1-800-257-7777 OR 811 AT LEAST 48 HOUR

A.M.

E A & A

- 23. VECTATIVE STABILIZATION SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST CURRENT MARYLAND STANDARDS AND SPECIFICITIONS FOR SOLITERSION AND SEDIMENT CONTRAL. SOLITERSION AND SEDIMENT CONTRAL SOLITERSION AND SEDIMENT OF THE CONTRAL SOLITERS AND SEDIMENT OF THE CONTRAL SOLITERS.
- 24. TEMPORARY SEDIMENT TRAP(S) SHALL BE CLEANED OUT AND RESTORED TO THE ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO A POINT ONE-HALF THE DEPTH BETWEEN THE OUTLET CREST AND THE BOTTOM OF
- 25. SEDIMENT REMOVED FROM TRAPS SHALL BE PLACED AND STABILIZED IN APPROVED AREAS IN SUCH A MANNER THAI IT DOES NOT FOLL EXISTING OR PROPOSED STORM DRAINAGE SYSTEMS OR AREAS ALREADY STABILIZED. SEDIMENT SHALL NOT BE PLACED WITHIN A FLOOD PLAIN OR WETLAND.
- 26. ALL SEMINIT BALING MO TRACE MOT BE SUBDUCED WITH A WELFOR WITH A SELECT THE FORCE. THE FORCE MITH E AT LEAST A PROPER HIGH. MANE POINTS SANGED ANTHER APART THAN EIGHT FETT, WHE WEST DEFUNDS NO GREATER THAN TWO-THORES IN WIDTH AND FORGE-THORES IN WELFORT WITH A MINIMAN OF 14 GAUGE WIRE. SAFETY FENER MIST BE MAINTAILED IN GOOD CODDITION AT ALL THRES.
- 27. OFF-SITE SPOIL OR BORROW AREAS MUST HAVE APPROVED SEDIMENT CONTROL PLANS.
- 28. PROTECT ALL TREES TO BE PRESERVED DURING CONSTRUCTION IN ACCORDANCE WITH THE APPROVED FOREST CONSERVATION PLAN.
- 29. THE APPLICANT IS RESPONSIBLE FOR ALL ACTIONS OF CONTRACTOR AND SUBCONTRACTORS, INCLUDING REPAIRING DAMAGE TO SEDIMENT CONTROL DEVICES AND EXISTING INFRASTRUCTURE.
- 30. THE APPLICANT SHALL COMPLY WITH ALL PROVISIONS OF THE NPDES CONSTRUCTION DISCHARGE PERMIT. A COPY OF THE PERMIT AND ALL REQUIRED REPORTS SHALL BE AVAILABLE ON SITE AT ALL TIMES.
- GEOTECHNICAL NOTES: (NOV 2016)
- ANY PLANS SUBJECT TO NRCS-MO POND CODE 378 STANDARDS/SPECIFICATIONS, AS SHOWN ON THE PLANS, SMALL SUPESDED THESE NOTES WHEN THESE NOTES ARE LESS STRINGENT ON IN CASE OF COMPLICT. ANY REFERENCE THE DE NOTERET BY STANDARDS/SPECIFICATIONS SMALL BE THE PROTESSIONAL DENGERS WO STANDER ON SCALED THE DESIGN PLANS. ANY REFERENCE TO THE COTOCOMICAL ENVIREES SMALL BE THE COTOCOMICAL ENVIREES AND SCALED DESIGN. ANY REFERENCE TO THE COTOCOMICAL ENVIREES OF AND A POST-DETINE ADDROC FOR THE COTOCOMICAL ENVIREES TO CATTING THE OFFICE OF THE AND DESIGN.
- ALL INSPECTIONS. TESTS. SUPPORTING DATA. REPORTS. AND CERTIFICATIONS SHALL BE PROVIDED TO THE CITY OF ROCKILLE GEPARTMENT OF PUBLIC WORKS (OWN AND SHALL BE SALED BY THE ECOTEONICAL ENGINEER. DALLY INSPECTION REPORTS. IF ROULTSED BY THE CITY. CAN BE PROVIDED WITHING HEM DIMEDIATLY SALED BY THE ECOTEONICAL ENGINEER. THESE REPORTS SHALL BE COMPILED. REVIEWED, SEALED AND THEN SUBMITTED TO DW AT A LALED BATE AS ADRED DOWN BY THE CITY.
- THE GEOTECHNICAL ENGINEER SHALL APPROVE ALL FILL MATERIALS THAT ARE USED FOR THE PROJECT. THE GEOTECHNICAL ENGINEER SHALL OBTAIN SAMPLES OF PROJECT FILL MATERIALS AND PERFORM ALL REQUIRED TESTING TO BETERNING THAT FILL MATERIALS AND EN IN CONFORMACE WITH THIS FLAN. 4.
- THE GEDTECHNICAL ENGINEER SHALL PROVIDE A REPORT THAT CERTIFIES THE SUBGRADE PREPARATION AND FILU-DACOFILL PLACEMENT AND THAT AND THAT THAT CERTIFIEST THE SUBGRADE PREPARATION AND FILU-DACOFILL PLACEMENT AND THAT AND **S**.

COMPACT THE MATERIAL THAT IS ONE FOOT BELLOW THE TOP OF SUBGRADE TO AT LEAST 92 PERCENT OF THE MAXIMM ONY CONSITT PER ASAITO T-180. COMPACT THE TOP OME FOOT TO AT LEAST 97 PERCENT OF THE MAXIMM OF POINT. THE MATERIAL SHALL BE ATTENIN TO PERCENT OF THE APTIMAM MOISTURE CONTENT BUT MAY BE CONSIDE OF THIS TAMOE IF APPROVED THE RECORDERAL ENGINEER.

- THE ADD STOLEN AND A THE COMPLETE THE ADD STOLEN AND ADD STOLENG ADD ADD STOLENG ADD ADD STOLENG ADD ADD STOLENG AND ADD STOLE
- AT A MINIMUM. COMPACTION TESTS SHALL BE COMPLETED FOR EVERY LIFT OF FILL OR BACKFILL. THE TESTING FREQUENCY SHALL BE AT LEAST ONCE FRE 150 LINEAR FEET OF TRENCH OR ONCE PER 1.500 SQUARE FEET OF FILL. AT A MINIMUM. THE SHALL BE AT LEAST ONCE COMPACTION TEST FRE LIFT MO AT LEAST THO COMPACTION TEST PER DATA. THE GEDECOMICAL HIGHER SHALL SHOT VITY OF WITH CENTFIC COMPACTION TEST RESULTS. INCLUDING CERTIFICATION OF PIEC REDUNG SQUARDE AND FILL SUBGRADE.
- CENTRIALIUM OF FIRE BEDUINS SOBRADE AND FILE SUBGADE. PROTOT DP ALCHO AND FIRE BEDUINS SOBRADE AND FILE SUBGADE. FILE PREVAND DY ALCHONING SOURCE AND FILE SOURCES CONTINUE, GADE AFTER TOPSOIL HAS BEEN STRIPPED. FILE PREVAND DY ALCHONING SOURCESSON OF THE SOURCESSON OF THE BEDUINCEN, LONGTON, SAUNT HE WINNING THE SOURCESSON OF THE SOURCESSON OF THE BEDUINCEN, LONGTON, SAUNT HE WINNING THE SOURCESSON OF THE SOURCESSON OF THE BEDUINCEN, LONGTON, SAUNT HILL BE ALL SOURCESSON OF THE SOURCESSON OF THE SUBDADE AND AND AND ALL SOURCESSON OF THE SOURCESSON OF THE SOURCESSON OF THE SUBDADE AND AND ALL SOURCESSON OF THE SOURCESSON OF THE SOURCESSON OF THE SUBDADE AND ALL SOURCESSON OF THE SOURCESSON OF THE SUBGADE ALL SOURCESSON OF THE WINNING THE SOURCESSON OF THE SUBGADE ALL SOURCESSON OF THE SOURCESSON OF THE SUBGADE AND ALCHON OF THE CONTENTION OF ALL SOURCESSON OF THE WOULT AND ALL SOURCESSON OF THE SUBGADE AND ALCHON. B. UNDERCUTTING SOUT OF WOULT AND ALL SOURCESSON OF SUBGADE AND ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALL ALL SOURCESSON OF SUBGADE AND ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALL ALL SOURCESSON OF SUBGADE AND ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALL ALL ALCHON OF SUBGADE AND ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALCHON OF SUBGADE AND ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALCHON OF SUBGADE AND ALCHON OF ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALCHON OF SUBGADE AND ALCHON OF ALCHON OF SUBGADE AND ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALCHON OF SUBGADE AND ALCHON OF ALCHON OF THE CONTENTIALS. B. UNDERCUTTING SOUT OF WOULT AND ALCHON OF SUBGADE AND ALCHON OF ALCHON OF THE CONTENTIAL OF ALCHON OF SUBGADE AND ALCHON ALCHON ALCHON ALCHON ALCHON ALCHON OF SUBGADE AND ALCHON ALCHON ALCHON ALCHON OF SUBGADE AND ALCHON ALCHON ALCHON ALCHON OF SUBGADE AND ALCHON ALCHON ALCHON ALCHON ALCHON OF SUBGADE AND ALCHON ALCHON ALCHON ALCHON ALCHO
- DPW MAY APPROVE AN ALTERNATE APPROACH FOR SOIL REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND SEALED BY THE GEOTECHNICAL ENGINEER.
- 11. EXCEPT WEN SPECIFIED. OD NOT PLACE LAVERS EXCEEDING EIGHT-INCHES UN-COMPACTED DEPTH. PLACE THE MATERIAL IN HORIZONTAL LAVERS ACROSS THE FULL WIDTH OF THE EMEMANENT PERFORM ALL ROLLING IN A LONGINIDIAN DIRCITION LANGE THE EMEMANENT BEGIN AT THE CUTHE DEPS AND PRODESS TOWARDS THE CENTER. VAR'T THE TRAVEL PATHS OF TRAFFIC AND EQUIPMENT OVER THE WIDTH OF THE EMEMANENT TO AID IN GRIAINING UNIFORM COMPACTION
- 12. UNIFORMLY GRADE AREAS TO A SWOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. GRADE AND PREPARE THE SUBGRADE SECTION TO THE LINES, GRADES, CRADES, CRADES SECTIONS AMO/OR ELEVATIONS SHOWN ON THE PLANS. AT ALL TIMES, MAINTAIN THE SUBGRADE SURFACE IN SUCH CONDITION AS TO READILY DRAIN.
- 13. DO NOT PLACE BACKFILL OR FILL SOIL WATERIAL ON SUBFACES THAT HAR MOOY. FRAZEN. OR CONTAIN FRAST OR ICC. VEHICULAR AND EQUIPART TRAFFIC SHALL BE DISTRIBUTED ACROSS THE PREPARED SUBFACE IN SUCH A MANGRE AS TO PREVENT DISTUBURCE. REPARE NOT MARGET OTHE PREPARED SUBFACE OT NOT THE GOTICMICAL ENVIRENT. THE COTICNICAL ENGINEER MUST APPROVE THE STORAGE OR STOCKPILING OF HEAVY LOUDS ON A MOUNTAN SUBGACE.

REVIEWED BY

DESIGN PLAN APPROVAL

SMP# .

Craig L. Simoneau 2022.04.19 17:31:56-04'00'

APPROVAL DATE

GjL Ann

DIRECTOR OF PUBLIC WORKS

PROTECT ALL STRUCTURES AND UTILITIES FROM ANY DAMAGE IN THE HANGLING, PROCESSING OR COMPACING OF DRAMMERIC OR BACAFILL MITERIAL, EXERCISE CAUTON HEAR ARCHES, RETAINING WALLS, CLAYETS, AND ITULY TREMONES TO PROVING HUNG THAN THE MATABOLES, DEGUTEMICAL, BAGANES DAMAGE, ON ONT USE FOOL GREATER THAN ONE AND A HAF TINGHES IN ANY DIRENSION ADJACENT TO STRUCTURES.

WE PLACENCE AND COMPACTING EMBANDMENT ON HILLSIDES OR AGAINST EXISTING EMBANGENT, CONTINUOUSLY BEACH THE SLOPES HERE THE SLOPE IS STEEPER THAN 4:1 MEEN KEASHED AT RIGHT ANGLES TO THE RADWARY OR EMBANDANT CONTENTS. PERFORM THE BEACHING OPERATION AS THE DEMANDMENT IS CONSTRUCTED IN LAYERS, MAINTAIN A BENCH MUCH OF AT LEAST FILE-FEEL SLOPES THE THE PROVINCE OFFICE THE WAITHTAIN A BENCH MUCH OF AT LEAST FILE-FEEL SLOPES THE THE PROVINCE OFFICE THE WAITHTAIN A BENCH MUCH OFFICE AT LEAST COMPACT THIS MATERIAL ALONG WITH THE NEW EMBANDMENT MATERIAL.

WHEN PLACING FILL OVER EXISTING PAVEMENT, THOROUGHLY BREAK UP, SCARIFY, OR REMOVE THE PAVEMENT AS SPECIFIED OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.

PRIOR TO THE PLACEMENT OF ASPHALT PAVEMENT, PROF-ROLL THE COMPACTED GRADED ACCREGATE BASE (GAB) LAYER USING A FULLY LOADED DOWE TRIKKY (MINIMAN 20 TOM PAYLONG CAPACITY). THE GOTCHONICAL RUNNERS SMALL INSERT THE PROF-ROLLING AND DETERMINE IT THE GAB IS ACCEPTABLE OR IT THERE ARE AREAS THAT RECOMPER REMEDIATION. GAB AREAS THAT FALL PROF-ROLLING SMALL BE ALL SCHEMENT OF MALL STREAMENT AND ADDITION OF A DETERMINE AND ADDITION OF A DITION ALL SCHEMENT OF A DITION OF A DITION OF A DITION OF A DITION OF A DITIONAL BE B. UNDERCUTTING SOFT OF UNSUITABLE AREAS OF GAB AND REPLACING WITH COMPACTED GAB.

DPW MAT APPROVE AN ALTERNATE APPROACH FOR GAB REMEDIATION/IMPROVEMENT IF IT IS RECOMMENDED AND

OWNER/DEVELOPER CERTIFICATION

I/WE HEREBY CERTIFY THAT ANY CLEARING, GRADING, CONSTRUCTION OR DEVELOPMENT. OR ALL OF THESE, WILL BE DONE PURSUANT TO THIS PLAN AND THAT RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF TRAINING IA DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PHORAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING OF THE PROJECT ON THAT APPLICABLE SEDIMENT CONTROL CONTOL AND HEAT OF THE CITY OF MORENT APPLICATION OF TRAINING AND MERTING AND THAT APPLICABLE SEDIMENT CONTROL CONTINN AND RECURRENTS OF THE CITY OF MORVILLE AND THE STATE OF MARTLANG AND ITS AGNOTICES ARE HEREBY MADE PART OF THIS PLAN.

SIGNATURE: PRINTED NAME AND TITLE:

AS BUILT PLAN APPROVAL

CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DAT

Page 209 of 213

DATE:

DESIGN AND QUANTITIES CERTIFICATION

UESIGN AND GUARTITES CENTRICATION I HEREBY CERTIFY THAT THES LEAN HAS BEEN PREPARED IN ACCORDANCE WITH THE LATEST MARYLAND STANDARDS AND SPECIFICATIONS FOR SOLL ROSION AND SEDUENT CONTROL AND THE ORDINANCE OF THE APOCNILLE CITY CODE. THE ESTIMATED O CUBIC VARES OF ESCAVATION AND O CUBIC VARES OF FILL AND THE TOTAL AREA TO BE DISTURBED AS SHOWN ON THESE PLANS HAS BEEN DETERMINED TO BE ISSURGED AS SHOWN ON THESE PLANS HAS DAMES THE PROPOSED DISTURBED AS SHOWN ON THESE PLANS HAS DAMES THE PROPOSED DISTURBED AS SHOWN ON THESE PLANS HAS DAMES THE PROPOSED DISTURBED AS SHOWN ON THESE PLANS HAS DAMES ADDLECT TO SIGNAMARE THANAGEKENT FOR WART. THE IMPERVIOUS AREA SHOLECT TO SIGNAMARE MANAGEKENT FOR WART. THE IMPERVIOUS AREA SHOLECT TO SIGNAMARE THANAGEKENT FORM ON THIS PLAN IS WITHIN THE RIGHT-OF WAYS ACRES IS ON-SITE IMPERVIOUS AREA WITHIN THE RIGHT-OF WAYS

SIGNATURE:

PRINTED NAME AND TITLE: SETH H. DARLINGTON, PE DATE: MARCH 30, 2022

TITLE & LICENSE NUMBER: PROFESSIONAL ENGINEER 39917

EROSION AND SEDIMENT CONTROL

NOTES AND DETAILS

STABILIZATION NOTE:

- FOLLOWING INITIAL SOLL DISTURBANCE OR RE-DISTRBANCE, PERMANENT OR TEMPORARY STABILIZATION WILL BE COMPLETED WITHIN:
- THREE CALENDAR DAYS AS TO THE SURFACE OF ALL PERIMETER CONTROLS, DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1).
- SEVEN CALENDAR DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE DEVELOPMENT PROJECT NOT UNDER ACTIVE GRADING.
- MAINTENANCE WILL BE PERFORMED, AS NECESSARY. TO ENSURE THAT THE STABILIZED AREAS CONTINUOUSLY MEET THE APPROPRIATE REQUIREMENTS OF THE CURRENT MOE AND CITY STANDARDS AND SPECIFICATIONS.

STANDARD SEQUENCE OF CONSTRUCTION:

GENERAL NOTES

- 1. COMPLY WITH THE CITY OF ROCKVILLE'S STANDARD EROSION AND SEDIMENT CONTROL NOTES.
- 2. CITY INSPECTORS RESERVE THE RIGHT TO REQUEST ADDITIONAL MEASURES NOT INCLUDED ON THE PLANS.
- CHANGES TO THE APPROVED PLANS REQUIRE WRITTEN APPROVAL FROM DPW ENGINEERING AND MAY REQUIRE AN APPROVED 'REDLINED' PLAN REVISIONS BEFORE PROCEEDING.

PRE-CONSTRUCTION MEETING:

- THE FOLLOWING ITEMS MUST BE COMPLETED PRIOR TO THE PRE-CONSTRUCTION MEETING:
- LIMITS OF DISTURBANCE (LOD) AND TREE PROTECTION MEASURES TO BE MARKED/ STAKED OUT IN THE FIELD
 CONTACT MISS UTILITY AT 1-800-257-7777 OR 811 AND HAVE UTILITIES MARKED IN THE WORK AREA
- A PRE-CONSTRUCTION MEETING MUST BE CONDUCTED ON-SITE WITH THE FOLLOWING REPRESENTATIVES. MINIMUM NOTICE OF 48 HOURS MUST BE PROVIDED PRIOR TO MEETING.
- CITY OF ROCKVILLE SEDIMENT AND EROSION CONTROL INSPECTOR: ARTHUR SIMPSON AT 240-314-8879 CITY OF ROCKVILLE CONSTUNCTION INSPECTOR: RALPH MELEHINEY AT 240-314-8533 CITY OF ROCKVILLE ROMESTIN' INSPECTOR: PAULA PEREZ AT 240-314-8706 ANY OF ACREVI SUNNA A PEMAIT ROMENTATION ROMENS REPRESENTATIVE SUFFERENCIPATION ROMENS REPRESENTATIVE SITE ENGINEER

- THE FOLLOWING ITEMS MUST BE DISCUSSED, AS NEEDED, DURING A PRE-CONSTRUCTION WEETING:

 - HAUL ROUTES AND MAINTENANCE OF TRAFFIC EXISTING SMM FACILITIES DOWNSTREAM OF PROJECT SWM CONSTRUCTION INSPECTION AND AS-BUILT PROCESS (SEE SWM PLAN) WATER SYSTEM SHUT DOWNS

SITE PREPARATION:

2.

- WITH APPROVAL FROM CITY OF ROCKVILLE SEDIMENT CONTROL, CONSTRUCTION, AND FORESTRY INSPECTORS-INSTALL PERIMETER CONTROLS, TREE PROTECTION MEASURES AND STABILIZED CONSTRUCTION ENTRANCE. MITH STEP 1 ABOVE COMPELTE, OBTAIN APPROVAL FROM THE CITY OF ROCKVILLE INSPECTORS TO BEGIN CLEARING AND GRADING AND SITE CONSTRUCTION.

PROJECT SEQUENCE OF CONSTRUCTION:

SAD

City of Rockville, Maryland

NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

Election District No. 2

- BEGIN GRUBBING AND ROUGH GRADING. NO STAGING/ STOCKPILE AREA IS DESIGNATED. CONTRACTOR TO DESIGNATE STOCKPILE AREA IF NECESSARY AND OBTAIN ALL NECESSARY PERMITS FOR STAGING/ STOCKPILE AREA. 1.
- BEGIN CONSTRUCTION. WITH APPROVAL FROM THE INSPECTOR, RELOCATE COIP TO PROPOSED INLET I-01 AS SOON AS THE INLET IS CONSTRUCTED.
- 3. FINE GRADE AND TOPSOIL PER STANDARDS AND SPECIFICATIONS FOR TOPSOILING ON THIS PLAN-

5. OBTAIN FINAL INSPECTION AND SUBMIT AS-BUILT PLANS TO THE CITY OF ROCKVILLE FOR APPROVAL

COMPLY WITH ALL REQUIREMENTS OF THE FORESTRY PERMIT, AS APPLICABLE. ONCE THE SITE IS STABILIZED AND WITH THE CITY'S SC INSPECTOR'S PERMISSION. REMOVE THE SEDIMENT CONTROL MEASURES AND STABILIZE THE AREAS DISTURBED BY THEIR REMOVAL.

DESCRIPTION OF REVISION P.E. INITIAL DATE DPW

APPROVAL OF REVISIONS AFTER INTIAL PLAN APPROVAL

SCALE

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37 OF

DATE SUBMITTED

APRIL 2022

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B-4-5 STANDARDS AND SPECIFICATIONS

FOR PERMANENT STABILIZATION

Definition

To stabilize disturbed soils with permanent vegetation.

Purpose

To use long-lived perennial grasses and legumes to establish permanent ground cover on disturbed soils.

Conditions Where Practice Applies

Exposed soils where ground cover is needed for 6 months or more.

Criteria

- A. Seed Mixtures
 1. General Use
 - Chanada Ose a. Select one or more of the species or mixtures listed in Table B.3 for the appropriate Plant Hardmess Zone (from Figure B.3) and based on the site condition or purpose found on Table B.2. Enter selected mixture(2), application rates, and seding dates in the Permanent Seeding Summary. The Summary is to be placed on the plan.
 - b. Additional planting specifications for exceptional sites such as shorelines, stream banks, or dunes or for special purposes such as wildlife or aesthetic treatment may be found in USDA NRCS Technical Field Office Guide, Section 342 Critical Area Planting.
 - c. For sites having disturbed area over 5 acres, use and show the rates recommended by the soil testing agency.
 - d. For areas receiving low maintenance, apply urea form ferilizer (46-0-0) at 3 ½ pounds per 1000 square feet (150 pounds per acre) at the time of seeding in addition to the soil amendments shown in the Permanent Seeding Summary.
 - 2. Turfgrass Mixtures
 - Areas where turfgrass may be desired include lawns, paks, playgrounds, and commercial sites which will receive a medium to high level of maintenance
 Select one or more of the species or mixtures listed below based on the site conditions or
 - Sweet our or more or an spectra or matours inter active order or an site contantous or purpose. Enter selected mixture(s), application rates, and seeding dates in the Permanent Seeding Summary. The summary is to be placed on the plan.
 - Secure summary the summary is to be paceed on the junc. 16. Kenticky Bhargmass, Full Sum Michare: For use in areas that receive intensive management. Irrigation required in the areas of earthal Maryland and Eastern Slove. Recommended Certified Restinctly Bhargersos Cultivos Scelling Rate: 15 e. 02 pounds per 1000 square feet. Choose a minimum of three Kantucky bhargans cultivours with each ranging from 10 of 35 percent of the total mixture hyperight.
 - anging near 100.3.5 percent or use tools instance of yeequit. Is: Kentucky Bloggrapps/Percurint Byez, Pell Sum Michan: For use in full sum areas where rapid establishment is necessary and when furf will receive medium to intensive management. Certifiel Percentimil Ryegars Collinary-Certifiel Festivately Bloggraps Seeding Rate: 2 poonliss monther per 1000 square feet. Choose a minimum of three Kentucky bloggraps cultures with the changing frame 100 s 55 percent of the bala mixture by weight.
 - iii. Tall Fescue/Kentucky Bihegrass: Full Sun Mixture: For use in dought prome areas and/or for areas receiving, low to medium management in full sum to medium shade. Recommended matture includes: Centified Tall "areas: Cultures 95 to 1000 percent, Centified Xentucky Bihegrass Cultures 0 to 5 percent. Seeding Rate: 5 to 8 pounds per 1000 square Feet. One or more cultures may be blended.
 - iv. Kennicky Bhegrass/Fine Fescue: Shade Mixture: for use in areas with shade in Bluegrass lawns. For establishment in high quality, intensively managed turf area. Mixture includes; Certified Kennicky Bhegrass Cultimers 30 to 40 percent and Certified Fine Fescue and 60 to 70 percent. Seeding Rate: 1½ to 3 pounds per 1000 square feet.

Notes: Turfgrass varieties should be selected from those listed in the most current University of Maryland Publication, Agronomy Memo #77, "Turfgrass Cultivar Recommendations for Maryland"

Choose certified material. Certified material is the best guarantee of cultivar purity. The certification program of the Maryland Department of Agriculture, Turf and Seed Section, provides a reliable means of consumer protectionand assures a pure genetic line

c. Ideal Times of Seeding

Western MD: March 15 to June 1, August 1 to Octover 1 (Hardiness Zones: 5b, 6a) Central MD: March 1 to May 15, August 15 to October 15 (Hardiness Zone: 6b)

Southern MD, Eastern Shore: March 1 to May 15, August 15 to October 15 (Hardiness Zones: 7t, 7b)

- d. Till areas to receive seed by disking or other approved mthods to a depth of 2 to 4 inches, level and nike the areas to prepare a proper seedbed. Remove stores and debris over 1½ inches in diameter. The resulting seedbed must be in such condition that future mowing of grasses will pose no difficulty.
- c. If soil moisture is deficient, supply new seedings with alequate water for plant growth (½ to 1 inch every 3 to 4 days depending on soil texture) until they are firmly established. This is especially true when seedings are made late in the planting season, in abnormally dry or hot seasons, or a adverse sites.





B. Sod: To provide quick cover on disturbed areas (21 grade or flatter).

- 1. General Specifications
- a. Closs of turfynas sod murst be Maryland/State Certified. Sod labels must be made available to the job foreman and impector.
 b. Sod must be madine cur at a uniform sol thickness of ¼ inch, plus or minus ¼ inch, at the time of curting. Measurement for thickness mast exclude tog growth and thatch. Broken pads and term or unever ends will not be acceptable.
- tom or uneven ends will not be acceptable. c. Standard size sections of sod must be strong enough to support their own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 10 percent of the
- section.
 d. Sod must not be harvested or transplantel when moisture content (excessively dry or wet) may adversely affect its survival.
- auversety attect its surveval.
 Sod must be harvested, delivered, ant installed within a period of 36 hours. Sod not transplanted within this period must be approved by an agronomist or soil scientist prior to its installation.
- 2. Sod Installation
- a. During periods of excessively high temperature or in areas having dry subsoil, lightly irrigate the subsoil immediately prior to laying the sol.
- b. Lay the first row or soci in a straight line with subsequent rows placed parallel to it and tightly wedged against each other. Stagger lateral joints to promote more uniform growth and strength. Ensure that a sod is not stretched or overlapped and that all joints are butted tight in order to prevent wolds which would cause air drying of the roots.
- c. Wherever possible, lay sod with the long siges parallel to the contour and with staggering joints. Roll and lamp, peg or otherwise secure the sod to prevent slippage on slopes. Ensure solid contact exists between sol roots and the underlying soil surface.
- d. Water the sod immediately following rolling and tamping until the underside of the new sod pad and soil surface below the sod are thoroughly wet. Complete the operations of laying, tamping and irrigating for any piece of sod within right hours.

3. Sod Maintenance

- a. In the absence of adequate minfall, water daily during the first week or as often and sufficiently as necessary to maintain moist soil to a dpth of 4 inches. Water sod during the heat of the day to prevent willing.
- After the first week, sod watering is equired as necessary to maintain adequate moisture content.
- c. Do not mow until the sod is firmly rootel. No more than ½ of the grass leaf must be removed by the initial cutting or subsequent cuttings. Maintain a grass height of at least 3 inches unless otherwise specified.



FOR TEMPORARY STABILIZATION

Definition

To stabilize disturbed soils with vegetation for up to 6 months

Purpose

To use fast growing vegetation that provides cover on disturbed soils.

Conditions Where Practice Applies

Exposed soils where ground cover is needed for a period of 6 months or less. For longer duration of time permanent stabilization practices are required.

Criteria

- Select one or more of the species or seed mixtures listed in Table B.1 for the appropriate Plant Hardiness Zone (from Figure B.3), and enter them in the Temporary Seeding Summary below along with application test, seeding dates and seeding depth. If this Summary is not put on the plan and completed, then Table B.1 plus fertilizer and lime rates must be put on the plan.
- For sites having soil tests performed, use and show the recommended rates by the testing agency Soil tests are not required for Temporary Seeding.
- When stabilization is required outside of a seeding season, apply seed and mulch or straw mulch alone as prescribed in Section B-4-3.B.1.a and maintain until the next seeding season.

Temporary Seeding Summary

		ne (from Figure (from Table B.	Fertilizer Rate	Lime Rate					
No.	Species	Application Rate (lb/ac)	(10-20-20)	Lunt Katt					
	Carling and and such	40	3/1 - 5/15 8/1 - 10/15	0.5					
	and the second	56	3/1 - 5/15 8/1 - 10/15	w	436 lb/ac (10 lb/1000 sf)	2 tons/ac (90 lb/1000 sf)			
	GATS SING	η	3/1 - 5/15 8/1 - 10/15	w	(10 lb/1000 sf)				
	FORTAL MILLET	30	5/16 + 7/3	0.5	1				

CONTACT "MISS UTILITY" WWW.MISSUTILITY.NE 1-800 OR 811 AT LEAST 48 HOURS DESCRIPTION OF REVISION P.E. INITIAL DATE DPW APPROVAL OF REVISIONS AFTER INTIAL PLAN APPROVAL DATE SUBMITTED DEPARTMENT OF PUBLIC WORKS DESIGN PLAN APPROVAL AS BUILT PLAN APPROVAL A.I. DESIGNED L.E.W. NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT SCALE SHEET EROSION AND SEDIMENT CONTROL APRIL 2022 CITY OF DRAFTED L.E.W. SCP# ______SCP2022-00014 141 Craig L. Simoneau 2022.04.19 17:31:57-04'00' NO. _____34 NOTES AND DETAILS Git Ann **ROCK VILLE** N.T.S. CHECKED C+V.M. REVIEWED BY SMP# . IFB 37 111 MARYLAND AVE. DF ROCKVILLE, MARYLAND DIRECTOR OF PUBLIC WORKS CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DAT APPROVAL DATE Election District No. 2 City of Rockville, Maryland

DESCRIPTION OF REVISION P.E. INITIAL DATE DPW

APPROVAL OF REVISIONS AFTER INTIAL PLAN APPROVAL

SCALE

N.T.S.

DATE SUBMITTED

APRIL 2022

IFB

NORTH WASHINGTON STREET AND EAST MIDDLE LANE ROAD DIET PROJECT

Election District No. 2 City of Rockville, Maryland

DATE

FILE #

SHEET

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NO. <u>35</u>

B-4-2 STANDARDS AND SPECIFICATIONS FOR

SOIL PREPARATION, TOPSOILING, AND SOIL AMENDMENTS Definition

The process of preparing the soils to sustain adequate vegetative stabilization

Purpose

To provide a suitable soil medium for vegetative growth.

- Conditions Where Practice Apolies Where vegetative stabilization is to be established.
- Criteria A. Soil Preparation
- 1. Temporary Stabilization
 - Funçoira y somazinana S. Seebed preparation consists of loosening soil to a depth of 3 to 5 inches by memo of suinble agricultural or construction equipment, such as disc harrows or chief plows or rippers mounted on construction equipment. After there uses also is loosened, in must not be rolled or draged smooth but lift in the roughened condition. Skeps 3.1 or flatter are to be tracked with ridges running parallel to be actual or flatter are to be tracked with ridges running parallel.
 - b. Apply fertilizer and lime as prescribed on the plans. c. Incorporate lime and fertilizer into the top 3 to 5 inches of soil by disking or other suitable
 - 2 Dermanent Stabilization
 - a. A soil test is required for any earth disturbance of 5 acres or more. The minimum soil conditions required for permanent vegetative establishment are: i. Soil pH between 6.0 and 7.0.
 - . Soluble salts less than 500 parts per million (ppm)
 - iii. Soil contains less than 40 percent clay but enough fine grained material (greater than 30 percent slip plus clay) to provide the capacity to bold a moderate amount of moisture. An exception: if lowgrass will be planted, then a sandy soil (less than 30 percent slit plus clay) would be acceptable.
 - iv. Soil contains 1.5 percent minimum organic matter by weight
 - v. Soil contains sufficient pore space to permit adequate root penetration b. Application of amendments or topsoil is required if on-site soils do not meet the above
 - Graded areas must be maintained in a true and even grade as specified on the approved plan, then scarified or otherwise loosened to a depth of 3 to 5 inches.
 - Apply soil amendments as specified on the approved plan or as indicated by the results of a soil
 - The soil mondment into the top 3 to 5 inches of soil by doking or other suitable means. Role laws areas to smooth the surface, remove large objects its stones and branches, and rody the areas for seed application. Lossons surface and by doging with a havey ability or dotter application of the surface shows the shows the surface shows the shows the surface shows the s

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- Topsoil is placed over prepared subsoil prior to establishment of permanent vegetation. The purpose is to provide a suitable soil medium for vegetative growth. Soils of concern have low mosistme content, low mrinistn levels, low plit, matricults toxis to plant, and/ev macegrable soil graduation.
- Topsoil salvaged from an existing site may be used provided it meets the standards as set forth in these specifications. Typically, the depth of topsoil to be salvaged for a given soil type can be found in the representative soil profile section in the Soil Sarvey publiched by USDA-NRCS.
- 3. Topsoiling is limited to areas having 2:1 or flatter slopes where:
- The texture of the exposed subsoil/oarent material is not adequate to produce vegetative growth. b. The soil material is so shallow that the rooting zone is not deep enough to support plants or furnish continuing supplies of moisture and plant nutrients.
- c. The original soil to be vegetated contains material toxic to plant growth.
- d. The soil is so acidic that treatment with limestone is not fasible.
- 4. Areas having slopes steeper than 2:1 remire special consideration and design.
- 5. Topsoil Specifications: Soil to be used as topsoil must meet the following criteria: Topost operationation: To be the order to prove must in accurate must increase must be a lossing sample sample. Topost must be a lossing sample sa
- b. Topsoil must be free of nexious plants or plant parts such as Bernauda grass, quack grass, Johnson grass, nut sedge, poison ivy, thistle, or others as specified. c. Topsoil substitutes or amendments, as recommended by a qualified agronomist or soil scientist and approved by the appropriate approval authority, may be used in lieu of natural topsoil.
- 6. Topsoil Application a. Erosion and sediment control practices must be maintained when apolying topsoil.
- a. Leroon and sobmed control practice must be maniform hybrid probable. In Uniformly distribute topool in a 5 of incl hyer and highly compact to a minimum thickness of 4 inches. Spreading is to be performed in such a namere that sodding or seeding can proceed with a minimum of additional sol preparation and ulliga. Any irregulativities in the surface resulting from toposiling or other operations must be corrected in order to prevent the formation of performance of the surface of the surface of the surface of the surface surface of the su
- c. Topsoil must not be placed if the topsoil or subsoil is in a frozen or muddy condition, when the subsoil is excessively wet or in a condition that may otherwise be detrimental to proper grading and seedbed preparation.

Soil Amendments (Fertilizer and Lime Specifications)

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CITY OF

ROCK VILLE

111 MARYLAND AVE.

- Soil tests must be performed to determine the exact ratios and application rates for both lime and fertilizer on sites having dishurbed areas of 5 acres or more. Soil analysis may be performed by a recognized private or commercial laboratory. Soil samples taken for engineering purposes may also be used for chemical analyses.
- ce need to chemistan manyess.
 2. Pertilizers must be uniform in composition, free flowing and suitable for accurate application by appropriate approval authority. Fertilizers unstal libe delivered to the itse fully labeled according to the applicable libes and must bere the name, trade name or takenark and warranty of the produce:
- in approximate interval and the state of the state of

DESIGNED L.E.W.

DRAFTED ____L.E.W.

CHECKED _____C.V.M.

 Lime and fertilizer are to be evenly distributed and incorporated into the top 3 to 5 inches of soil by disking or other suitable means. Where the subsoil is either highly acidic or composed of heavy clays, spread ground limestone at the rate of 4 to 8 tons/acre (200-400 pounds per 1,000 square feet) prior to the placement of topsoil.

ROCKVILLE, MARYLAND

- B-4-3 STANDARDS AND SPECIFICATIONS FOR SEEDING AND MULCHING Definition The application of seed and mulch to establish vegetative cover.
- Purpose To protect disturbed soils from erosion during and at the end of construction
- Conditions Where Practice Applies To the surface of all perimeter controls, slopes, and any disturbed area not under active grading.
- Criteria
- A. Seeding 1. Specification a. All seed must meet the requirements of the Marvland State S-ed Law. All seed must be sul
- All seem must meet the requirements set the staryund state see of any. All seem must be subject to releving by a recognized seed bubernetry. All seem that we have the base tested within the 6 months immediately preceding the date of rowing such material on any project. Refer to Table R A regarding the quality of seed Seed tage must be available upon request to the inspector to verify type of seed and seeding rate. Mulch alone may be applied between the fall and spring seeding dates only if the ground is frozen. The appropriate seeding mixture must be applied wher the ground thaws.

 - Incodatts: The incodant for twening questions must be approximately a
 - 2. Application
 - a. Dry Seeding: This includes use of conventional drop or broadcast spreaders Incorporate seed into the subsoil at the rates prescribed on Temporary Seeding Table B.1, Permanent Seeding Table B.3, or site-specific seeding summaries.
 - ii. Apply seed in two directions, perpendicular to each other. Apply half the seeding rate in each direction. Roll the seeded area with a weighted rdler to provide good seed to soil h Drill or Cultingelor Sauding: Machanized seaders that seely aid cover sead with sail
 - Cultipacking seeders are required to bury the seed in such a fashion as to provide at least 1/4 inch of soil covering. Seedbed must be firm after planting
 - Apply seed in two directions, perpendicular to each other. Apply half the seeding rate in each direction. e. Hadroseeding: Annly seed uniformly with hadroseeder (slum includes seed and fertilizer). If fertilizer is being applied at the time of seeding, the application rates should not exceed the following: nitrogen, 100 pounds per acre total of soluble nitrogen; P₂O₅ (phosphorous), 200 pounds per acre; KAO (potossium), 200 pounds per ace.
 - Lime: Use only ground agricultural limestone (up to 3 tons per acre may be appl hydroseeding). Normally, nor more than 2 tons are applied by hydroseeding at an time. Do not use burnt or hydrated lime when hydroseeding.
 - iii. Mix seed and fertilizer on site and seed immediately and vithout interruption. iv. When hydroseeding do not incorporate seed into the soil.

B Mulching

- 1. Specifications (In order of preference)
- a. Straw consistent of particularly interfaced wheat, rye, out, or barey and reasonably bright in Straw is to be fire of noncoints weed seeds as specified in the haryland Seed Law and not m mobify, caked, decayed, or exessivity dusty. Note: Use only sterile straw mulch in a where one species of grass is desired. b. Wood Cellulose Fiber Mulch (WCFM) consisting of specially prepared wood cellu processed into a uniform fibrous physical state.
- i. WCCM is to be dyed press or contain a press dye in the package that will provide an appropriate color to helinae visual impection of the uniformly press damy. ii. WCFM, including dye, must contain no germination or growth inhibiting factors.
- - WCFM material must not contain elements or compounds at concentration levels that will be phyto-toxic.
 - v. WCFM must conform to the following physical wquirements: fiber length of approximately 10 millimeters, diameter approximately 1 millimeter, pH range of 4.0 to 8.5, ash content of 1.6 percent maximum and water holding cosoity of 90 percent minimum.
 - Application: Apply mulch to all seeded areas immediately after seding.
 - a. When stree make is used, spread if over all seeded stress of the rate of 2 was per store 0 > Vegention much by caliblached and maintained to that the requirements for Adaptate Vegentive Exabilitations and the soft watches in a store of 1 to 2 stocks. Apply of 1 to
 - Wood cellulose fiber used as mulch must be applied at a net dy weight of 1500 pounds po Mix the wood cellulose fiber with water to attain a mixture vith a maximum of 50 pou wood cellulose fiber per 100 gallens of water.
 - Ancheeing: Perform mulch anchoring immediately following application to minimize loss by winn or water. This may be done by one of the following methods (listd by preference), depending upon the size of the area and erosion hazard:
 - ure store ou use most and troomen materia. A. A multi-hardening tool is a rateord enzym implement designed to pranch and anchor mulch into the oul surface a minimum of 2 inches. This practice is must effective on large areas, but is jimited to flamer adopes where equipment can operate safely. If used on sloping land, this practice should be used on the contour if possible.
 - b. Wood cellulose fiber may be used for anchoring straw. Apply the fiber binder at a net dry weight of 750 pounds or arcre. Mix the wood cellulose fiber with water at a maximum of 50 pounds of word cellulose fiber per 100 galless of water.
 - promoti on torocaramoter many per trop gances on variant. Synthetic binders such as Accyclic DER (Agao-Tack), DCA70, Petroset, Term Tax II, Term Tack AR or other approved equal may be used. Follow application rates as specified by the munificature. Application of Bigni binders needs to be howirs at the edges where wind catalose much, such as in valleys and on crests of banks. Use of asphalt binders is strictly prohibited.
 - d. Lightweight plastic netting may be stupled over the mIch according to manufacturer recommendations. Netting is usually available in rolls 4 to 15 feet wide and 300 to 3,000 feet

DESIGN PLAN APPROVAL

PWK# .

SMP# __

VAL DATE

SCP# _____SCP2022-00014

REVIEWED BY

Craig L. Simoneau

G/L A 2022.04.19 17:31:58-04'00'

DIRECTOR OF PUBLIC WORKS

B-4-6 STANDARDS AND SPECIFICATIONS FOR

B-4-8 STANDARDS AND SPECIFICATIONS

FOR

STOCKPILE AREA

Definition

Purpose

To provide a designated location for the temporary storage of soil that controls the potential for erssion, sedimentation, and changes to drainage patterns.

Conditions Where Practice Applies

Criteria

The footprint of the stockpile must be sized to accommodate the anticipated volume of and based on a side slope ratio no steeper than 2:1. Benching must be provided in ac with Standard B-3 Land Grading.

3. Runoff from the stockpile area must drain to a suitable sediment control practice.

4. Access to the stocknile area should be from the upgrade side.

rosion and sediment control plan

NOTE:

EROSION AND SEDIMENT CONTROL

NOTES AND DETAILS

1. The stockpile location and all related sediment control practices must be clearly indicated on the

Clear water runoff into the stockpile area must be minimized by use of a diversion drvice such as an earth dike, temporary swale or diversion fence. Provisions must be made for discharging concentrated flow in a non-erosive manner.

Where runoff concentrates along the toe of the stockpile fill, an appropriate eroion/sediment control practice must be used to intercept the discharge.

Stockpiles must be stabilized in accordance with the 3/7 day stabilization requirement as well as Standard B-4-1 Incremental Stabilization and Standard B-4-4 Temporary Stabilization.

8. If the stockpile is located on an impervious surface, a liner may be provided below the stockpile to facilitate cleanup. Stockpiles containing contaminated material must be covered withimpermeable

The stockpile area must continuously meet the requirements for Adequate Vegetative Establishment in accordance with Section B-4 Vegetative Stabilization. Side slopes must be maintained at no steeper than a 2,1 within. The stockpile area must be kept or of errorism. If the source inhibition of a stochable necessid. 30 give for 2,1 slopes, 30 feet for 3:1 slopes, or 40 feet for 4:1 slopes, benching must be provided in accordance with Section B-3

NO STAGING/ STOCKPILE AREA IS DESIGNATED. CONTRACTOR TO DESIGNATE STOCKPILE AREA IF NECESSARY AND OBTAIN ALL NECESSARY PERMITS FOR STAGING / STOCKPILE AREA.

- SOIL STABILIZATION MATTING Definition
- Material used to temporarily or permanently stabilize channels or steep slopes until grouncover is established. A mound or pile of soil protected by appropriately designed erosion and sediment control meas
 - Parpose

To protect the soils until vegetation is established.

Conditions Where Practice Applies

On newly seeded surfaces to prevent the applied seed from washing out; in channels and on steep slopes where he flow has ensive velocities or conveys clear water, on temporary swales, earth dikes, and perimeter dike. Stockpile areas are utilized when it is necessary to salvage and store soil for later use. now may ensure vessences or conveys crear water; on temporary swates, earth dikes, and perimeter dike ies as required by the respective design standard; and, on stream banks where movine water is likely to wash out new vegetative planting

Design Criteria

- The soil stabilization matting that is used must withstand the flow velocities and shear si determined for the area. Designate on the plan the type of soil stabilization matting usis standard symbol and include the ackutacid shear stress for the respective treatment area. tting using the
- Mutting is required on permanent channels where the runoff velocity exceeds two and half feet per second (2.5 (ps) or the shear stress exceeds two pounds per square foot (2.8wff). On temporary channels discharging to a safement trapping practice, provide matting where the runoff velocity exceeds four feet per second (4 fps).
- 3. Temporary soil stabilization matting is made with degradable (lasts 6 months minimum), natural, or made fibers of uniform thickness and distribution of fibers throughout and is smolder resistant. maximum permissible velocity for temporary matting is 6 feet per second.
- Permanent soil stabilization matting is an open weave, synthetic material consisting or degradable fibers or elements of uniform thickness and distribution of veave throughout maximum permissible velocity for permanent matting is 8.5 feet per second. non-The
- 5. Calculate channel velocity and shear stress using the following procedure:
- Shear Stress (t) is a measure of the force of moving water against the substrate and is calcu
- $\tau = \gamma \cdot \mathbf{R} \cdot \mathbf{S}_{w}$ where:
 $$\begin{split} \tau &= \text{Shear Stress} \; (\text{lb/ft}^2) \\ \gamma &= \text{Weight Density of Water (62.4 \text{ lb/ft}^2)} \\ R &= A \text{verage Water Depth (Hydraulic Rad} \\ S_W &= \text{Water Surface Slope (ft/ft)} \end{split}$$
 n j Radine) (ff)
- Velocity (v) measures the rate of flow through a defined area and is calculated as
- v = Velocity (ft/sec) n = Manning's Roughness Coefficient R = Hydraulic Radius (ft) S = Channel Slope (ft/ft) $v = \frac{1.486 R^{\frac{2}{3}} s^{\frac{1}{2}}}{100}$

Use Table B.7 to assist in selecting the appropriate soil stabilization matting for slope applications based on the slope, the slope length, and the soil-erodibility K factor.

Table B 7- Soil Stabilization on Slones

30	Slape	20:	20:1 or Flatter (55%)		<20:1 to 4:1 (>5 - 25%)			<4:1 to 3:1 (>25 - 33%)		<3:1 to 25:1 (-33 - 48%)			<2.5:1 to 2:1** (>40 - 50%)			
	Slope Length (feet)*	0-30	30-60	60-120	0-30	30-60	60-120	0-30	30-60	60-120	0-30	30-60	60-120	0-30	30-60	60-120
	Straw Mulch/Wood Cellulose Fiber					for	K ≤ 0.3	s								
	Temporary Matting with Design Shear Stress ≥ 1.5 B/sf															
5	Temporary Matting with Design Shear Stress ≥ 1.75 lb/sf															
e	Temporary Matting with Design Shear Stress ≥ 2.0 Ib/sf															
	Temporary Matting															

* slöpe tengin unsanns commonang nor angend. *** Soji having a K value less than or equal to 0.35 can be stabilized effectively with straw mulch or wood cellulose filter when located on slowes greater than 5%. Soil stabilization matting is sequired on all slop

cellulose fiber when located on alongs graver than 5%. Soil subhitzation anning is signified on all slopes graver than 5% that have roal with a K. Karing graver than 0.3%. Know raining are subhilded in the NRCS Soil Survey. During construction or reclamation, the soil-endobility K value should represent the paper 6 should on the final III matterial sequences at a bat still. Couple director of rack (signature within the soil profile are considered in the estimation of the K value. Jou on algorit K values to account for the color profile are considered in the estimation of the K value. Jou on algorit K values to account for the color profile are considered in the estimation of the K value. The value to account for the color profile are considered in the estimation of the K value. The value to account for the color of the out servers in a structure of the color of the test of the color of the test of the color of the

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