
**CITY OF ROCKVILLE
RIDER AGREEMENT**

This **CITY OF ROCKVILLE, MARYLAND RIDER AGREEMENT** (this “**Rider Agreement**”) is, made this ____ day of _____, 2025 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **OLNEY MASONRY CORPORATION**, a Maryland corporation with its principal place of business at 6701 Ammendale Road, Beltsville, MD 20705 (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

1. **WHEREAS**, the Mayor and Council desires to procure, on behalf of the City of Rockville Departments of Recreation and Parks and Public Works (collectively, the “**Departments**”), certain services for asphalt and concrete improvements to the infrastructure of the City’s parks, buildings, and other facilities (the “**Services**”); and
2. **WHEREAS**, in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the Services from the Contractor without utilizing the City’s formal solicitation process if (a) the Contractor has entered into a contract to provide the Services to “other state or local governments or agencies,” (b) the other state or local government or agency arrived at the contract terms for the Services with the Contractor “through a competitive procurement procedure similar to the procedure used by the City,” and (c) the City obtains the same contract terms the Contractor offered to the other state or local government or agency for the Services; and
3. **WHEREAS**, the City of Gaithersburg, Maryland is a municipal corporation (“**Gaithersburg**”). The City of Rockville Department of Procurement determined that Gaithersburg’s competitive procurement procedure is similar to the competitive procurement procedure utilized by the City; and
4. **WHEREAS**, on or about February 23, 2024, Gaithersburg issued Request for Bids RFB2024-009, soliciting competitive proposals for firms to provide construction services for Gaithersburg’s CIP Annual Surface Improvement Program, Annual Sidewalk Repair Program, and other projects with similar work items, including asphalt milling and overlay, repair and replacement of concrete curbs and sidewalks, and other related work (the “**Gaithersburg RFB**”), and on March 29, 2024, the Contractor submitted a bid in response to the Gaithersburg RFB; and
5. **WHEREAS**, effective September 16, 2024, Gaithersburg entered into a contract titled “Construction Services Contract for City Roadway Resurfacing, Curbs, Sidewalks, and Miscellaneous Appurtenances” (the “**Gaithersburg Procurement Agreement**”), attached hereto as **Exhibit A** and incorporated by this reference, pursuant to which the Contractor

agreed to provide Gaithersburg, among other things, the Services. In accordance with Section 17-71(b) of the Rockville City Code, the same terms and conditions of the Gaithersburg Procurement Agreement for the procurement of the Services are extended to the City by Contractor, subject to the terms and conditions of this Rider Agreement; and

6. **WHEREAS**, the Parties agree that (i) the terms and conditions of the Gaithersburg Procurement Agreement are modified by the specific modifications, if any, detailed in the “**Specific Modifications to the Gaithersburg Procurement Agreement**” attached hereto as **Exhibit B** and incorporated herein by this reference, and (ii) where the terms of this Rider Agreement vary from the terms and conditions of the Gaithersburg Procurement Agreement, the terms and conditions of this Rider Agreement shall prevail.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND/OR SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards and in accordance with the terms and conditions of this Rider Agreement, provide the Services to the City by completing, from time to time, the work detailed in the “**Scope of Work**” in **Exhibit C**, which is attached hereto and incorporated by this reference, as requested by the City pursuant to Section 1.03 of this Rider Agreement.

Section 1.02. Project Administrators. The following staff members of the Departments are the City’s designated “**Project Administrators**”:

Ms. Alex Kramer
Parks and Facilities Administrative Manager
240-314-8712
akramer@rockvillemd.gov

Jason Bible
Parks Services Manager
240-314-8703
jbible@rockvillemd.gov

Charles Reed
Parks Services Manager
240-314-8711
creed@rockvillemd.gov

Jessica Corazza
Horticulturist
240-314-8706
jcorazza@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the applicable Project Administrator is kept informed on the progress of the Scope of Work for the Notice to Proceed submitted by that Project Administrator. The City Manager or his designee may modify the

foregoing list of Project Administrators by notifying the Contractor of such modification in writing.

Section 1.03. Notices to Proceed. When the City requires certain Services, the Contractor will provide those services pursuant to the terms and conditions of this Rider Agreement, upon request, on an as-needed basis, as follows:

(a) A Project Administrator will request the Contractor to provide a price quote for certain required Services (“**City’s Request for Price Quote**”). The Project Administrator shall include with the City’s Request for Price Quote (i) a scope of work required for the provision of the Services, (ii) the location where the work will be performed and the Services provided, and (iii) a detailed preliminary timeline for the scope of work.

(b) Within two (2) business days of receiving the City’s Request for Price Quote, the Contractor shall provide the Project Administrator with a price quote for the requested Services (the “**Contractor Price Quote**”), consistent with the pricing established in the “**Compensation and Fee Schedule**” attached hereto as **Exhibit D** and incorporated herein by this reference.

(c) Upon receipt of the Contractor Price Quote, the Project Administrator will notify the Contractor of its acceptance or rejection of the Contractor Price Quote within five (5) business days.

(d) Upon acceptance of a Contractor Price Quote, the Project Administrator shall provide the Contractor with a City of Rockville Notice to Proceed (“**Notice to Proceed**”). All changes, including without limitation scope and timeline, must be communicated to the Project Administrator and if acceptable confirmed by the supplemental Notice to Proceed.

(e) Any work performed outside the scope of a written Notice to Proceed is at Contractor’s risk and faces the probability of delayed or denied payment.

(f) Any agreements or stipulations in any work order that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The term of this Rider Agreement shall begin on the Effective Date and shall expire on June 30, 2026, unless earlier terminated in accordance with Article IX below. Pursuant to its terms, the Gaithersburg Procurement Agreement shall be automatically extended for up to two (2) successive terms of one (1) year each, unless terminated by either party to the Gaithersburg Procurement Agreement. If Gaithersburg Procurement Agreement is extended, the City may extend the term of this Rider Agreement by up to two (2) successive terms of one (1) year each, until June 30, 2028, by notifying the Contractor of such extension and confirmation of pricing in writing at least 60 days before June 30, 2026, and June 30, 2027, respectively, and subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Scope of Work.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation; Required Appropriation of Funds.

(a) In order to compensate the Contractor for its provision of the Services, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Rider Agreement, an amount not to exceed **THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00)** for Services rendered by the Contractor during the initial term of this Rider Agreement, pursuant to the pricing established in **Exhibit D** and the terms and conditions of this Rider Agreement (the “**Contract Sum**”). If the term of this Rider Agreement is extended in accordance with Section 2.01, the annual maximum total compensation shall not exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) for each fiscal year the term of this Rider Agreement is extended, subject to appropriation by the Mayor and Council. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 3.01 shall be at no cost to the Mayor and Council.

(b) The Mayor and Council appropriates funds on a fiscal year basis; the City’s fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Rider Agreement through the end of the fiscal year, June 30, 2026. All payments made under this Rider Agreement after June 30, 2026, are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fails to approve an appropriation to fund this Rider Agreement for a subsequent fiscal year, this Rider Agreement shall terminate on the first day of that fiscal year without further cost to the City.

(c) This Rider Agreement does not guarantee any minimum level of purchases or any minimum amount of compensation.

Section 3.02. Manner and Method of Payment; Invoices.

(a) The City shall pay the Contractor in accordance with the Compensation and Fee Schedule. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum. The method of compensation is detailed in the Compensation and Fee Schedule, and may include (i) a lump sum payment upon completion and acceptance of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the provision of the Services, (iii) payment for time and materials based upon the Contractor’s rates as specified in the Compensation and Fee Schedule, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum, or (iv) such other methods as may be specified in the Compensation and Fee Schedule.

(b) Invoices.

(i) In accordance with the Compensation and Fee Schedule, the Contractor shall submit to the Contract Manager, identified in Section 3.02(b)(iii) invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred during the preceding month in a form approved by City of Rockville Chief Financial Officer or her designee. The invoice shall include this Rider Agreement number, detailed charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, equipment, supplies, and Subcontractor contracts. Subcontractor charges shall also be detailed by such categories.

(ii) The Contract Manager will independently review the invoices submitted by the Contractor to determine whether the work performed, tasks and deliverables completed, and expenses incurred for the provision of the Services comply with the provisions of this Rider Agreement. Except as to any charges for work performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 9.03, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.

(iii) All invoices shall be forwarded to the following address:

Ms. Alex Kramer
Parks and Facilities Administrative Manager
Recreation and Parks Department
City of Rockville
240-314-8700 (Main)
240-314-8712 (Direct)
240-314-8719 (Fax)
akramer@rockvillemd.gov

(iv) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(v) Payment to Subcontractor. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Rider Agreement, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Rider Agreement; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

Section 3.03. Waiver. Payment to the Contractor for work performed and expenses incurred for the provision of the Services pursuant to this Rider Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Services, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "Key Personnel") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the Services and make all decisions in connection therewith.

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President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or subcontractors, if any, are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or subcontractors, if any, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or subcontractors perform the work related to the provision of the Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent contractor of the City and shall always remain as to the City a

wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

Section 4.04. Intentionally Omitted.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Rider Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform Scope of Work related to the provision of the Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Rider Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all Services in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services are rendered and the Scope of Work performed.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Scope of Work required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the Scope of Work required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor’s performance of work related to the provision of the Services. The Contractor further covenants that in the provision of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The

Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the “ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Scope of Work specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Scope of Work for the provision of services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the Services required by this Rider Agreement and enable the Contract Administrator to evaluate the performance of such Services. All such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Scope of Work hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor’s successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the City Manager or his designee such reports concerning the performance related to the provision of the Services as the City Manager or his designee shall require. The Contractor hereby acknowledges that the cost of work and services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related

thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Intentionally Omitted.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or his designee or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred because of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) At the discretion of the Risk Manager for the City of Rockville (the "**Risk Manager**"), the Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager, during the entire term of this Rider

Agreement including any extensions thereof, the insurance coverages described in **Exhibit E**, entitled “**Insurance Requirements**,” which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the Scope of Work hereunder, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents (“**Indemnified Parties**”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

The Contractor shall incorporate similar indemnity agreements with its subcontractors, and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Intentionally Omitted.

Section 7.04. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Rider Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Rider Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Work and provide the Services.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Maryland, Southern Division.

Section 9.02. Disputes; Default. If the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all the outstanding invoices during the period of default. If the Contractor does not cure

the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Retention of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for

termination for cause. The City reserves the right to terminate this Rider Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Scope of Work performed prior to the effective date of the notice of termination for any Scope of Work authorized by the City Manager or his designee or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Rider Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:

Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council
Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations

Email: cityclerk@rockvillemd.gov
Telephone: (240) 314-8283

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

Department of Purchasing
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov
Telephone: (240) 314-8432

To the Contractor:

Nuno Passarinho
President
Olney Masonry Corporation
6701 Ammendalte Road
Beltsville, Maryland 20705
Email: nunop@olneymasonry.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals; Interpretation.

(a) Incorporation of Recitals. The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties

have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are incorporated as if fully set forth into this Rider Agreement by this reference and incorporated by reference and state the obligations as if the parties to the Gaithersburg Procurement Agreement were identical to the parties of this Rider Agreement.

(b) Interpretation. The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and the Gaithersburg Procurement Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. 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. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this Rider Agreement or fails to include such contract provisions in all subcontracts, this Rider Agreement may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. 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 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.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider 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 this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.10. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.11. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.12. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically

scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(Signature pages to follow)

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Rider Agreement in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

OLNEY MASONRY CORPORATION, a
Maryland corporation

By: _____
Nuno Passarinho, President

EXHIBIT A
Gaithersburg Procurement Agreement

Please See Attached.

EXHIBIT B
Specific Modifications to the Gaithersburg Procurement Agreement

The following provisions of the Gaithersburg Procurement Agreement are deleted in their entirety:

- Recitals
- Section 3. Compensation, subsection A
- Section 4. Invoices, Payments and Taxes, subsections A and B
- Section 5. Duration
- Section 7. Insurance
- Section 11. Indemnification
- Section 16. Arbitration
- Section 18. Non-Discrimination Requirements

(End of Exhibit B)

EXHIBIT C
Scope of Work

See Attached

EXHIBIT C

GENERAL REQUIREMENTS, REFERENCES AND TECHNICAL SPECIFICATIONS

A. SUMMARY DESCRIPTION OF WORK

The intent of this contract is to establish unit priced items related to: asphalt pavement repairs to include milling, patching, resurfacing, and the rehabilitation or replacement of roadway pavements; the removal and replacement and/or installation of concrete curbs and sidewalks; and the repair, replacement, or installation of storm drain pipes and structures at various locations on residential roadways within the City of Gaithersburg.

This unit price contract is intended to provide construction services in support of the City's Surface Improvement Program, Annual Sidewalk Repair Program, and other Department of Public Works CIP and non-CIP construction projects which contain similar work items but are too small to be efficiently bid as separate projects.

Please note that there is no separate payment item for Mobilization and Demobilization. All costs related to Mobilization and Demobilization shall be considered part of the unit prices for the work items listed. Bidders should expect work to take place at 5 to 12 sites in the City each year.

The amount of work performed under this contract on an annual basis will be contingent upon funds available as determined by the Mayor and City Council after funding appropriations have been granted each fiscal year.

The Contractor will ensure the quality of work by employing qualified and experienced personnel. The Contractor will provide all necessary management, supervision, personnel, labor, tools, services, materials, and equipment for all work performed under the contract. All contract unit prices shall be the price inclusive of all Contractor costs.

Where applicable, specifications shall apply in the following order of preference:

- 1) A specification provided in these Contract Documents.
- 2) A Montgomery County Department of Transportation Standard specification or detail.
- 3) The most recent version of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials and Supplemental Provisions.

B. REFERENCED STANDARDS AND SPECIFICATIONS

The following specifications and standards, including addenda, amendments and errata, form a part of this specification to the extent required by the references thereto. The Contractor is responsible for adhering to these specifications and any newer versions of the referenced standards and specifications. The list below contains the most frequently used standards that are referenced, but other standards may be referenced in the standard specifications.

American Association of State Highway and Transportation Officials (AASHTO). Washington, D.C.<<http://www.transportation.org/>>, Referenced as "AASHTO".

American Concrete Institute (ACI), Farmington Hills, Michigan.
<<http://www.concrete.org/general/home.asp>>. Referenced as “ACI”.

- ACI-318 – “Building Code Requirements for Reinforced Concrete”.
- ACI-350/350R – “Code Requirements for Environmental Engineering Concrete Structures and Commentary”.
- ACI SP-66-94 – “Detail and Detailing of Concrete Reinforcement”. This standard replaced ACI 315-92. American National Standards Institute (ANSI), Washington D.C.

American Society of Testing and Materials International, Standards Worldwide. West Conshohocken, PA. <<http://www.astm.org/Standard/index.shtml>>, Referenced as “ASTM”.

Concrete Reinforcing Steel Institute (CRSI), “Manual of Standard Practice”. Schaumburg, Illinois. <<http://www.crsi.org/>>. Referenced as “CRSI”

- CRSI “Manual of Standard Practice”, 27th edition.
- CRSI 10PLACE “Placing Reinforcing Bars”, 8th edition,

International Code Council (ICC), International Building Code (IBC). Washington D.C.
<<http://www.iccsafe.org/>, 2006>. Referenced as “International Building Code”

Maryland Department of the Environment (MDE), Water Management Administration in association with Soil Conservation Service and State Soil Conservation Committee, “1994 Maryland Standards and Specifications for Soil Erosion and Sediment Control”. Baltimore, Maryland. 1994. Reference as “MDE Specifications for Soil Erosion and Sediment Control”.

Maryland Department of Transportation (MDOT), State Highway Administration (SHA), Hanover, Maryland. < <http://www.mdot.state.md.us/>>. Referenced as “MDOT SHA”.

- “Book of Standards for Highway and Incidental Structures,” and all revisions thereof, or additions thereto. Referenced as “MDOT SHA Standard Details”.

- “Standard Specifications for Construction and Materials”, July, 2020 and all revisions thereof, or additions thereto. Referenced as “MDOT SHA Standard Specifications for Construction and Materials”.

https://www.roads.maryland.gov/ohd2/2020_Standard_Specifications.pdf

Montgomery County Department of Transportation (MCDOT), Rockville, Maryland.
“Design Standards”, February 2001.

- “Montgomery County Road Construction Code and Standard Specifications”, 1967.
- “Work Zone Traffic Control Standards”, January 2002.

Montgomery County, Code of Montgomery County Regulations (COMCOR), Chapter 19.00.01, Stormwater Management

National Asphalt Pavement Association (NAPA), Lanham, Maryland.
<<http://www.hotmix.org/>>.

- "Design, Construction and Maintenance Guide for Porous Asphalt Pavements,"
Information Series No. 131, 2003.

- "Design, Construction, and Maintenance of Open-Graded Friction Courses", Information
Series 115, 2002.

NSF International, "NSF/ANSI Standard 61" (NSF 61). Ann Arbor, Michigan.
<http://www.nsf.org/business/water_distribution/>.

Potomac Electric Power Company, Requirements and Specifications for High Voltage
Customer Built Facilities, 1994.

United States Department of Agriculture (USDA), Natural Resources Conservation Service,
"Maryland Conservation Practice Standard, Pond, Code 378 (MD-378)", January 2000.
Washington D.C. Referenced as "NRCS MD-378".

United States Department of Justice (USDJ), American Disabilities Act (ADA), "ADA
Standards for Accessible Design". Washington D.C. 1994. <<http://www.ada.gov/>>

United States Occupational Safety and Health Administration (OSHA), "Confined Spaces
Standard". Washington D.C. <<http://www.osha.gov>>.

Washington Suburban Sanitary Commission (WSSC). Laurel, Maryland.
<http://www.wsscwater.com/index.cfm>

- "General Conditions and Standard Specifications", 2015. Referenced as "WSSC
General Conditions and Standard Specifications".

- "Standard Details for Construction", 2005. Referenced as "WSSC Standard Details".

C. UNDERGROUND UTILITIES

The contractor shall notify respective utility companies in accordance with state law, regarding possible presence of water, sewer, gas mains, electric wires, conduit, communication cables (both overhead and underground), poles and house service connections in the street or common areas in which the construction project is to be performed.

Prior to the start of any work on the project, the Contractor shall notify Miss Utility 48-hours in advance. For Locations of Utilities, call "MISS UTILITY", at 811 or 1-800-257-7777 or <http://www.missutility.net> and must;

(a) Request a MISS UTILITY stakeout and possess a valid MISS UTILITY clearance ticket number for any underground work.

(b) Contact all utilities within the limits of the Task Order who are not members of MISS UTILITY, and obtain a stakeout of their respective facilities.

It is the Contractor's responsibility to locate and verify the elevation of all underground structures and utilities prior to commencing excavation activities of any kind.

The Contractor shall locate all existing utilities and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the damages or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory working condition. These repairs or replacements shall be at no additional expense to the City or the owner of the utility.

D. TECHNICAL SPECIFICATIONS

CATEGORY 100 – PRELIMINARY

ITEM 1001 : MAINTENANCE OF TRAFFIC

GENERAL

The purpose of this item will be to provide for the safe and continuous maintenance of both vehicular and pedestrian traffic throughout the work zones and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

The work under this time shall be performed in accordance with all of the applicable provisions of the "Manual on Uniform Traffic control Devices", and the Maryland State Highway Administration, Standard "Specification for the Construction and Materials" Section 104, 2008 and addenda and errata thereto.

The Contractor shall furnish, install and maintain all necessary barricades, suitable and sufficient caution lights, danger signals, warning signals, arrow boards, and detour signs including any cold mix required for temporary patching of road cuts and utility adjustments. The Contractor shall take all necessary precautions for the protection of work and safety to the public. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset to sunrise.

WORK RESTRICTION

The Contractor shall contact the adjacent property owners a minimum of 48-hours in advance of any work on the site, informing them of the scope and timing of construction.

Ingress and egress to adjacent properties shall be maintained at all times.

During non-working hours, all excavated materials shall be removed from the roadway; cuts shall be plated, as necessary and two-way traffic shall be maintained.

During working hours, the Contractor may utilize the roadway in accordance with the approved traffic control plan.

The noise levels shall not exceed those established by law and the Engineer reserves the right to impose additional restrictions should it be warranted.

The Contractor shall cooperate in every way with City officials in maintaining, as much as possible, normal vehicular and pedestrian access.

Vehicles parked in the general work area by the Contractor or his employees must be in current or immediate use and must be essential to the completion of that phase of construction in progress. All other vehicles shall be parked or stored as directed by the Project Manager.

Excavated material shall be stored away from the roadway whenever possible. Any earth or fill material, which might be dropped on the traveled surface of the roadway, should be removed to avoid slippery conditions. A water truck or other approved method shall

be provided to be used as directed by the Project Manager to control dust in all areas of construction.

All traffic control devices not applicable to the actual situation shall be removed, covered, or turned away from the drivers view as soon as possible.

TRAFFIC CONTROL PLAN

The Contractor shall submit in writing, "A Traffic Control Plan", described for purpose of this bid as a T.C.P.

The T.C.P. for each street shall be submitted to the Director of Public Works, for approval, two (2) weeks prior to implementation. No work shall begin without a signed approval.

The T.C.P. should include the proposed method for providing the safe and continuous maintenance of vehicular and pedestrian traffic as previously described. The T.C.P. should indicate the types of and locations for all related signing, temporary stripping and/or any other applicable devices.

The option to detour daytime traffic should be considered in the development of the T.C.P. Since it is the intent to reconstruct the street in a systematic manner, properly signed and well planned daytime detours may be approved for certain streets where traffic flow will be severely impeded.

FIELD PERSONNEL

In accordance with MSHA Specification Section 104.18, the Contractor shall name in writing a Traffic Manager to implement Traffic Control Plans and this person shall be readily available at the worksite during all working hours. The Traffic Manager shall be familiar with the traffic control plan and have received training on the implementation of Part VI of the MUTCD. Flag persons for any nighttime work must wear retro-reflective clothing. This clothing must show the outline of a human form.

CONSTRUCTION REQUIREMENT

The Contractor shall provide for the safe and expeditious movement of all traffic throughout the work zone in accordance with the approved T.C.P., special provisions, and as directed by the Engineer.

MEASUREMENT AND PAYMENT

Maintenance of Traffic will not be measured but will be paid for on a **per work day basis, based on the number of work days requiring Maintenance of Traffic**. All work incidental to the maintenance of traffic, including flag person; the relocating, maintaining and removal of existing traffic signs and other traffic devices, development and implementation of a T.C.P. will be paid for at a per work day price for Maintenance of Traffic. This price shall include all materials, labor and work of any kind including the installation of temporary pavement striping incidental to this item.

NOTICE TO BIDDER

A qualified Traffic Control Manager shall be in charge of setting up all traffic control devices at the beginning of the day, as well as removing all unnecessary signage at the close of the day.

ITEM 1002 : PORTABLE VARIABLE MESSAGE SIGNS (PVMS)

GENERAL

This item shall be in accordance with Subsection 104.19 of "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager.

DESCRIPTION

The work for this item shall provide to furnish, install and relocate portable, self-contained, trailer mounted, variable message signs. The use of this item shall be specified in the Traffic Control Plan.

MEASUREMENT AND PAYMENT

The Portable Variable Message Sign will be measured and paid for at the Contract price per unit day as specified in in Subsection 104.19.04 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 1003 : TEMPORARY ORANGE CONSTRUCTION FENCE

GENERAL

This item shall be in accordance with Subsection 104.20 of "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager.

DESCRIPTION

The work for this item shall provide to furnish, install and maintain new or like new temporary orange mesh construction fence. This fence is not to be used as a safety barrier

MEASUREMENT AND PAYMENT

The Temporary Orange Construction Fence will be measured and paid for at the Contract Unit Price bid per linear feet as specified in in Subsection 104.20.04 of the "MDOT SHA Standard Specifications for Construction and Materials".

CATEGORY 200 – GRADING

ITEM 2001 : GENERAL EXCAVATION

GENERAL

This item shall be conducted in accordance with Section 201 “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents, the approved plans and as specified below.

DESCRIPTION

Replace 201.01 DESCRIPTION and 201.01.01 CLASSIFICATION in Section 201 of the “MDOT SHA Standard Specifications for Construction and Materials” with the following:

201.01 DESCRIPTION This work shall consist of the excavation, grading and any necessary undercutting required for the construction of roadways and their appurtenances to the lines and grade specified in the Contract Documents and as directed by the Project Manager. The Contractor shall use all suitable materials from any excavation in the construction of embankments throughout the limits of the work as directed by the Project Manager. Any necessary undercutting shall be approved by the Contract Administrator or Designee in advance. Any rock, if encountered, will be the responsibility of the Contractor and no additional compensation will be considered.

201.01.01 Classification. GENERAL EXCAVATION is all inclusive of the following:

- (a) CLASS 1 — All excavation where the width of the bottom of the cut is 15 ft. or more.
- (b) CLASS 1-A — All excavation of unsuitable material below the lowest excavation limits established.
- (c) CLASS 2 — All excavation where the width of the bottom of the cut is less than 15 ft. Excavation for flumes, ditches outside cut or fill slopes, and stream and channel changes are included in this classification unless otherwise specified.
- (d) Cut areas within the boundary faces of the typical cross sections specified, including ditches within the cut sections, entrances, approach roads, streets, intersections, gutters, ditches, berm ditches, and flumes.
- (e) The removal and disposal of existing hot mix asphalt and concrete pavement, hot mix asphalt and concrete sidewalks and curb, and concrete combination curb and gutter, shall be performed as specified in this Contract Document.

MEASUREMENT AND PAYMENT

Replace 201.04 MEASUREMENT and PAYMENT in Section 201 of the “MDOT SHA Standard Specifications for Construction and Materials” with the following:

General Excavation will be measured and paid for at the Contract Unit Price bid per cubic yard. Payment for this item includes, but is not limited to, all Class 1, Class 1-A, and Class 2 Excavation. The payment will be full compensation for all excavation and hauling, blasting, formation and compaction of embankments and backfills, disposing of excess and unsuitable materials, preparation and completion of subgrade and shoulders except as otherwise specified, serrated slopes, rounded and transition slopes, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment will not be made for excavation of any material used for purposes other than those specified.

ITEM 2002 : TEST PIT EXCAVATION

DESCRIPTION

This item shall be conducted in accordance with Section 205 of the "MDOT SHA Standard Specifications for Construction and Materials", as directed by the Project Manager, and as specified herein. Excavate and backfill test pits to determine the location of existing underground utilities. Prior to any land disturbance, excavate test pits at the location and to the size and depth as directed and authorized by the Project Manager.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per cubic yard for the material actually 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.

ITEM 2003 : FULL DEPTH SAW CUT

DESCRIPTION

This item shall be conducted in accordance with Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials" and as specified herein. Saw cut to full depth along the lines specified or as directed.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 2004 : REMOVAL OF EXISTING CURB AND GUTTER

DESCRIPTION

This item shall be conducted in accordance with Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials", Montgomery County Department of Transportation (MCDOT), and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials".

ADD THE FOLLOWING: This item shall include the excavation and removal of any unsuitable material as directed by the Project Manager.

ITEM 2005 : REMOVAL OF EXISTING SIDEWALK

ITEM 2006 : REMOVAL OF EXISTING PAVING

DESCRIPTION

These items shall be conducted in accordance with Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials", Montgomery County Department of Transportation (MCDOT), and as specified herein.

MEASUREMENT AND PAYMENT

These items will be measured and paid for at the Contract Unit Price bid per cubic yard as specified in Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials".

ADD THE FOLLOWING: These items shall include the excavation and removal of any unsuitable material as directed by the Project Manager.

CATEGORY 300 – DRAINAGE

ITEM 3001 : RAISE AND/OR ADJUST INLET TOPS AND THROATS TO MEET GRADE

GENERAL

This item is for adjustment of all curb inlets to meet the new elevation as directed by Project Manager. The adjustments shall be in accordance with “MDOT SHA Standard Specifications for Construction and Materials” and the Montgomery County Department of Transportation (MCDOT) Standard Specifications.

DESCRIPTION

The work under this item shall include but not limited to the following:

1. Remove the top and/or throat section as required.
2. Raise to the new elevation by the use of rings for pre-cast or brick for masonry structures.
3. Reset inlet tops for pre-cast or brick up and pour new throats using SHA mix 3 concrete for masonry inlets to receive the existing top.
4. Care should be taken in the removal and handling of the existing tops. Any careless handling that creates damage shall be the responsibility of the contractor.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on an each basis. The Contract Unit Price bid on an each basis shall be full compensation for all work necessary to raise the existing inlets to meet the new grade and shall include all labor material, equipment, tools, rings, brick, mortar, paint and all other items incidental to the performance of the work.

ITEM 3002 : REMOVE, DISPOSE AND REPLACE/REPAIR STORM DRAIN INLETS AND TOPS

GENERAL

This item is for the removal, disposal and repair of storm drain inlets, as directed by Project Manager. These modifications shall be in accordance with "MDOT SHA Standard Specifications for Construction and Materials" and the Montgomery County Department of Transportation (MCDOT) Standard Specifications.

DESCRIPTION

This item shall also include:

1. The removal and disposal of damaged existing storm drain inlets, including excavation of any unsuitable material.
2. The furnishing and placing of new materials, repair of existing structure as directed, any reinforced concrete slabs, tops, all concrete and brick masonry, all required grade and slope adjustments, special or precast units. Per MSHA and MCDOT specs.
3. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the inlet replacement.
4. All labor, materials and incidentals necessary to completing the work as directed.

MEASUREMENT AND PAYMENT

Surface measurements of the completed storm drain inlet shall be taken, from which the areas in square feet of completed work shall be computed and used for payment, no matter the thickness. The Contract Unit Price bid per square foot shall be full compensation for the removal, disposal and replacement of the inlets as directed. Included in this item shall be all saw cuts, excavation, sub-grade preparation, forms, reinforcement, concrete joint materials, curing compound, brick masonry, finishing, compacting and stabilizing, in kind, of all the disturbed areas resulting from this work. Also included shall be all labor tools, equipment, and incidentals necessary to perform the work.

ITEM 3003 : “GUTTERBUDDY” OR APPROVED EQUAL INLET PROTECTION

GENERAL

This item is for the protection of existing inlets to prevent sediment, debris and other pollutants from entering the storm water systems during construction.

The work under this item shall be performed in accordance with manufacturers detail and specifications. This item includes the installation, maintenance and removal of silt fence necessary to construct the project in accordance with the mandatory sediment control measures, as directed by the Project Manager.

MEASUREMENT AND PAYMENT

“Gutterbuddy” or approved equal will be measured and paid for at the Contract Unit Price bid per linear foot. The payment will be full compensation for material, labor, equipment, tools, removal, maintenance, and incidentals necessary to complete the work,

ITEM 3004 : SILT FENCE

GENERAL

The work under this item shall be performed in accordance with Section 308 of the “MDOT SHA Standard Specifications for Construction and Materials”.

This item includes the installation, maintenance and removal of silt fence necessary to construct the project in accordance with the mandatory sediment control measures, as directed by the Project Manager.

MEASUREMENT AND PAYMENT

Silt Fence will be measured and paid for at the Contract Unit Price bid per linear foot. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

ITEM 3005 : NEW PIPE CONNECTIONS TO EXISTING STORM DRAIN STRUCTURES

ITEM 3006 : FURNISH & INSTALL 15" CL. IV RCP

ITEM 3007 : FURNISH & INSTALL 18" CL. IV RCP

ITEM 3008 : FURNISH & INSTALL 24" CL. IV RCP

GENERAL

The work described in Items 3005-3008 shall be conducted in accordance with Section 303 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation (MCDOT) Standard Specifications, the Contract Documents, the approved plans, and as directed by the Project Manager.

MEASUREMENT AND PAYMENT

Item 3005 - New Pipe Connection to Existing Storm Drain Structures as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per each as specified in Section 303 of the "MDOT SHA Standard Specifications for Construction and Materials".

Items 3006 to 3008 - 15" CL. IV RCP, 18" CL. IV RCP, and 24" CL. IV RCP as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per linear foot as specified in Section 303 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 3009 : STANDARD "WR" INLET SHA MD 374.21 (MAXIMUM 8 FOOT DEPTH)

ITEM 3010 : "A-5" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)

ITEM 3011 : "A-10" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)

ITEM 3012 : "J" INLET MC-506.01 (MAXIMUM 8 FOOT DEPTH)

GENERAL

The work described in Items 3009-3012 shall be conducted in accordance with Section 305 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation (MCDOT) Standard Specifications, the Contract Documents, the approved plans, and as directed by the Project Manager.

MEASUREMENT AND PAYMENT

Std. "WR" Inlet, "A-5" Inlet, "A-10" Inlet, and "J" Inlet as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per each as specified in Section 305 of the "MDOT SHA Standard Specifications for Construction and Materials". Measurement will be from the bottom of the inlet base to the top of the inlet frame and cover or grate.

ITEM 3013 : VERTICAL DEPTH – ALL INLETS

GENERAL

This item is for any extra vertical depth inlet in accordance with Section 305 of the “MDOT SHA Standard Specifications for Construction and Materials”, the approved plans and as directed by the Project Manager.

MEASUREMENT AND PAYMENT

The accepted quantities of extra depth inlet will be paid for at the contract unit price per vertical foot complete in place which price will be full compensation for materials and materials’ testing; excavation, special protection; placing, protection and curing of concrete; laying, plastering, protection and curing of brick work; placing and jointing precast sections; construction of steps and channel; cleaning and inspection, and backfilling.

CATEGORY 400 – STRUCTURES

ITEM 4001: FURNISH AND INSTALL ½" GRADE 60 STEEL DEFORMED BAR

GENERAL

This item shall be conducted in accordance with Section 421 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear feet as specified in in Subsection 421.04.01 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 4002: FUNISH AND INSTALL 6"X6" 6 GUAGE WIRE MESH

GENERAL

This item shall be conducted in accordance with Section 421 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square feet as specified in in Subsection 421.04.01 of the "MDOT SHA Standard Specifications for Construction and Materials".

CATEGORY 500 – PAVING

ITEM 5001 : FURNISH AND INSTALL MDSHA GRADED AGGREGATE BASE COURSE: VARIABLE DEPTH/WIDTH

GENERAL

This item shall be conducted in accordance with Section 501 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. Payment will be made off the delivery tickets to the site from the supplier of the MDSHA Graded Aggregate Base Course. The Contract Unit Price bid per ton shall be full compensation for all aggregate, including excavation and off-site disposal of excess material, furnishing, hauling, placing, curing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as directed.

ITEM 5002 : FURNISH AND INSTALL MDSHA #57 AGGREGATE

GENERAL

This item shall be conducted in accordance with Section 501 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. Payment will be made off the delivery tickets to the site from the supplier of the MDSHA #57 Aggregate. The Contract Unit Price bid per ton shall be full compensation for all aggregate, including excavation and off-site disposal of excess material, furnishing, hauling, placing, curing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as directed.

ITEM 5003 : BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE : 2 INCH DEPTH AS SPECIFIED (ASPHALT TO BE 64-22-12.5 MM SUPERPAVE) ESAL 3

GENERAL

This item is for the placement of a 2 inch surface course (average depth) in accordance with Section 504 of the "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager. 64-22-12.5 MM Superpave mix shall be used.

DESCRIPTION

The work to be performed under this item shall include but not limited to the following:

1. Furnish and place 64-22-12.5 MM Superpave asphalt mix.
2. Clean all areas where surface is to be placed.
3. Saw cut and prepare all joints where new asphalt joins existing pavement.
4. Clean up all asphalt scatterings once the surface has been installed.

WORK RESTRICTION

There will be no placement of this item between October 31 and March 31 unless otherwise approved by the Director of Public Works.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Manager for quantity verification. The Contract Unit Price bid per ton shall be full compensation for the furnishing, placing and compacting the surface course. Also included in this item shall be all labor, equipment, temporary striping, and incidentals necessary to place the surface course as specified, day or night paving as directed.

**ITEM 5004 : BITUMINOUS CONCRETE ASPHALT FOR BASE PATCHES AND NEW BASE
(ASPHALT TO BE 64-22-19 MM SUPERPAVE) ESAL 3**

GENERAL

This item is for the removal and replacement of existing base failures where directed including all excavation (any type) as well as the installation of new base where directed.

The work performed under this item shall be in accordance with Section 504 and 904 of the "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager.

DESCRIPTION

This item has been provided to repair, certain base failures as directed by the Project Manager as well as the installation of new base in authorized areas.

The following items of work shall be included under this item:

1. Saw cut, remove and dispose of failed asphalt base as directed, including all excavation.
2. Stabilize and prepare sub-base to receive new paving.
3. Furnish, install and compact new asphalt base.
4. Furnish all labor equipment tools and any incidentals necessary to perform the work.

NOTE: No additional compensation will be justified should old concrete utility patches be encountered

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Manager for quantity verification. The Contract Unit Price bid per ton shall be full compensation for saw cutting, milling, excavating, stabilizing the sub-grade, furnishing, installing, and compacting the new material, disposing of all excavated pavement, all tools, equipment and incidentals necessary to install base patches.

**ITEM 5005 : BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE: 1 1/2 INCH DEPTH
AS SPECIFIED (ASPHALT TO BE 64-22- 9.5 MM SUPERPAVE) ESAL 3**

GENERAL

This item is for the placement of a 1 1/2 inch surface course (average depth) in accordance with Section 504 of the "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager. 64-22-9.5 MM Superpave mix shall be used.

DESCRIPTION

The work to be performed under this item shall include but not limited to the following:

1. Furnish and place 64-22-9.5 MM Superpave asphalt mix.
2. Clean all areas where surface is to be placed.
3. Saw cut and prepare all joints where new asphalt joins existing pavement.
4. Clean up all asphalt scatterings once the surface has been installed.

WORK RESTRICTION

There will be no placement of this item between October 31 and March 31 unless otherwise approved by the Director of Public Works.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Manager for quantity verification. The Contract Unit Price bid per ton shall be full compensation for the furnishing, placing and compacting the surface course. Also included in this item shall be all labor, equipment, temporary striping, and incidentals necessary to place the surface course as specified.

ITEM 5006 : FURNISH AND INSTALL CONCRETE BUS PAD (IN ROADWAY)

GENERAL

This item shall be conducted in accordance with Section 520 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete bus pads to match the existing line and grade in accordance with the specifications, the Concrete Bus Pad Detail attached herein, and/or as directed by the Engineer.

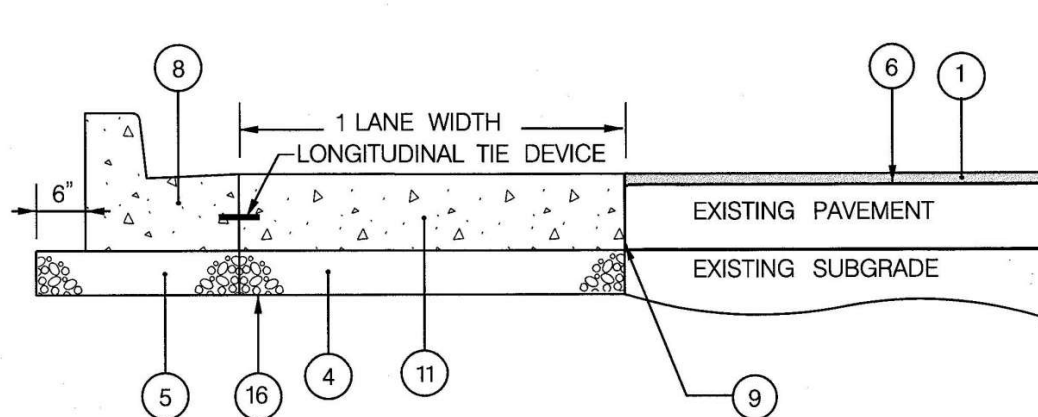
MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation to furnish all materials and perform all work necessary, including all excavation, grading, disposal of excess or unsuitable material, finishing, curing, joints, joint construction, saw cutting and joint sealing, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

ITEM 5006 – CONCRETE BUS PAD

LEGEND

- 1 - 2" HOT MIX ASPHALT SUPERPAVE 12.5mm, FOR SURFACE
- 4 - 6" GRADED AGGREGATE BASE COURSE (GAB)
- 5 - 6" GRADED AGGREGATE BASE COURSE (GAB) (INCIDENTAL TO CURB & GUTTER)
- 6 - TOP OF EXISTING PAVEMENT SURFACE AFTER NOMINAL 2" GRINDING
- 8 - CONCRETE CURB AND GUTTER
- 9 - FULL-DEPTH SAW CUT (INCIDENTAL)
- 11 - 8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT, MIX NO. 9 HE
- 16 - TOP OF SUBGRADE AND LIMIT OF EXCAVATION



NOTES:

- A) CONSTRUCT CONTRACTION JOINTS AT A MAXIMUM SPACING OF 15 FEET, AND MATCHING ADJACENT CURB JOINT LOCATIONS, PER SECTION 520 AND MD 572.21, EXCEPT THE SAW CUTS SHALL BE 18" WIDE, 3" DEEP AND DO NOT REQUIRE SEALING.
- B) NO MID-SLAB REINFORCEMENT IS REQUIRED.
- C) LOAD TRANSFER DEVICES – #8 DOWEL BARS, 18" LONG, 12" ON CENTER, PLACED 6" FROM LONGITUDINAL JOINTS.
- D) LONGITUDINAL TIE DEVICES – #4 BARS, 14" J BAR, PLACED 36" ON CENTER (AT SLAB/CURB INTERFACES).

CONCRETE BUS PAD DETAIL

NTS

ITEM 5007 : FURNISH AND INSTALL STAMPED COLORED PORTLAND CEMENT CONCRETE CROSSWALKS

GENERAL

This item shall be conducted in accordance with Section 520 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

DESCRIPTION

This work shall consist of furnishing and installing stamped colored Portland cement concrete (PCC) crosswalks. The stamped pattern PCC treatment shall be applied according to the manufacturers' specifications and these specifications. The location, pattern, and color shall be as specified in the Contract Documents and as directed by the Engineer.

MATERIALS.

Concrete Mix No. 9	902.10
Portland Cement Concrete & Related Products	902

CONSTRUCTION

The contractor shall use a coloring system from one supplier only. No mixing of materials from different suppliers will be allowed. The Contractor shall use an integral color hardener. The Quality Control Plan shall include the coloring system that the Contractor will be using. The crosswalks shall not be placed until the inside and outside curb and/or curb and gutter have been placed.

1. QUALITY CONTROL PLAN

The Contractor shall submit to the Engineer for approval a written Quality Control Plan at least two weeks prior to the planned start of the stamped pattern work. The plan shall include how the Contractor intends to control the equipment and material application for the treatment process of the PCC surface and to ensure conformance with the manufacturers specifications and Contract Documents. The type of coloring method, color, and a list of materials being used in the project shall be included. For this project no acid type of agents shall be used to clean or treat any of the PCC surfaces.

2. OBSERVATION AND MAINTENANCE PERIOD

The Contractor shall be responsible for any defects in the materials and workmanship of the stamped colored PCC crosswalk treatments for a period of one year from date of completion of the project.

MEASUREMENT AND PAYMENT

Stamped Colored Portland Cement Concrete Crosswalks will be measured and paid for at the Contract Unit Price bid per square yard including the pertinent coloring and stamping system. The square yard measurement will be computed on the basis of plan width and as-built length measured along the pavement center line. The payment will be full compensation for all concrete coloring agents, release agents, concrete, forms, reinforcement steel, chairs, epoxy coating, finishing, curing, joints, joint construction, saw cutting and joint sealing and for all material, labor, equipment, tools, and incidentals necessary to complete the work. The price and payment also includes removal and disposal of materials required to place the Stamped Colored Portland Cement Concrete Crosswalks.

ITEM 5008 : MILLING HOT MIX ASPHALT PAVEMENT, 2-INCH AVERAGE DEPTH**GENERAL**

This item shall be conducted in accordance with Section 508 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Milling Hot Mix Asphalt Pavement shall be measured and paid for at the Contract Unit Price bid per square yard as specified in Section 508 of the “MDOT SHA Standard Specifications for Construction and Materials”.

ITEM 5009 : HOT MIX ASPHALT NON-WOVEN PAVING FABRIC**GENERAL**

This work shall consist of furnishing and installing in place Hot Mix Asphalt (HMA) paving fabric. Mirafi® MPV600 or approved equal paving fabrics are needle punched, polypropylene, heat set, non-woven geotextiles with high asphalt absorption. When installed with sufficient asphalt cement tack coat on a properly prepared surface, paving fabric and the tack coat form an impermeable fabric interlayer system that is fully recyclable and adds long-term lifecycle and cost benefits to pavement.

Please note that the Project Manager will determine whether paving fabric is required or not at all paving locations.

MATERIALS**A. Geotextile:**

1. The paving fabric shall be needle punched nonwoven and heat treated on one side and shall conform to MSHTO M288, Mild Climate Region specification for paving fabrics and the following physical and mechanical properties:

TABLE 1 - PAVING GEOTEXTILE

Property	Units	Test Method	Minimum Average Roll Value (MARV)
Mass Per Unit Area	oz/yd ² /(gm/m ²)	ASTM D5261	4.6 (156)
Grab Tensile Strength	lb (N)	ASTM D4632	125 (556)
Grab Elongation at Break	%	ASTM D4632	50
Melting Point	OF (OC)	ASTM D276	320 (160)
Asphalt Retention,	gal/yd ² (l/m ²)	ASTM D6140	0.22 (1.0)

*Approved geotextiles are as follows: Mirafi® MPV600 or approved equal

SUBMITTALS

- A. Submit the following:
 - 1. Certification: The contractor shall provide to the Engineer a certificate stating the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns and other pertinent information to fully describe the geotextile. The Certification shall state that the furnished geotextile meets MARV requirements of the specification as evaluated under the Manufacturer's quality control program. The Certification shall be attested to by a person having legal authority to bind the Manufacturer.
 - 2. Quality Standards: The contractor shall provide to the Engineer the Manufacturer's Quality Control Plan along with their current A2LA, GAI-LAP, and ISO 9001:2008 certificate.

EQUIPMENT

- A. Asphalt Distributor: The distributor must be suitably metered and capable of spraying the asphalt cement uniformly and at the prescribed application rate. No drilling or skipping shall be permitted.
- B. Fabric Handling Equipment: A tractor or similar mechanical device with mounted lay down equipment that is capable of handling full rolls of fabric shall be used. The equipment shall be capable of laying the paving fabric smoothly without excessive wrinkles and/or folds.
- C. Miscellaneous Equipment: Stiff bristle brooms used to smooth, and scissors (or blades) used to cut the paving fabric shall be provided by the Installer. A pneumatic-tired roller may be needed in some cases to smooth paving fabric into the asphalt cement.

INSTALLATION

- A. Surface Preparation: The surface shall be free of dirt, water, vegetation and other foreign materials prior to placement of the paving fabric. Open cracks ¼ inches or larger shall be filled with sand mixed asphalt as directed by the Engineer. Cracks larger than ½ inch or holes shall be filled with cold or hot mix asphalt. The use of a leveling course may be required prior to placing the paving fabric in severe cases.
- B. When installing on existing PCC pavements it is imperative that the concrete slabs are stable and do not exhibit any movement. If there is movement in the slabs this condition must be addressed and corrected prior to installing an interlayer.
- C. Application of Sealant: The asphalt cement and binder must be uniformly spray-applied at the specified rate. The quantity required may vary with the surface condition of the existing pavement (e.g. degree of porosity), but shall be applied at a nominal rate of 0.25 gallons per square yard of residual asphalt.
- D. Application of asphalt cement (PG 64-22) will be performed by truck-mounted distribution equipment whenever possible, with hand spraying kept to a minimum. The temperature of the asphalt cement must be sufficiently high to permit a uniform spray pattern. The minimum recommended temperature for asphalt cement is 290°F, and should not exceed 325°F.
- E. Paving Fabric Placement: The paving fabric shall be placed onto the asphalt cement with a minimum of wrinkles before the asphalt can cool or lose its tackiness. The paving fabric shall be placed so that the non-heat treated (bearded or fuzzy) side is placed downward, into the sealant, thus providing optimum bond between fabric

and pavement during the construction process. As directed by the Engineer, wrinkles severe enough to cause "folds" shall be slit and laid flat in the direction of paving operations. Brooming the paving fabric will assist it in making intimate contact with the pavement surface.

- F. Any overlap of the paving fabric should be minimized, although an overlap of 1 to 3 inches is recommended to insure full closure of overlapping layers. Care must be exercised to prevent edge pick-up by the paver on transverse joints they may be shingled (overlapped) in the direction of paving operations or secured by asphalt tack. The contractor installing the paving fabric must prove that they have at least 4 years' experience in placing paving fabric.
- G. In the event that asphalt cement should bleed through the paving fabric before the hot mix asphalt is placed, it may be necessary to absorb any visible sealant by spreading sand or hot mix asphalt over those areas. This should minimize the tendency for construction equipment tires to lift the paving fabric when driving over it. Turning of paving equipment and other vehicles on the paving fabric must be kept to a minimum to avoid movement or damage to the fabric.

Standard paving operations shall follow immediately behind the HMA paving fabric installation. If the fabric becomes wet, it shall be allowed to dry completely before paving. Minimum HMA coverage over the fabric shall be two (2") inches.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yards measured in place, shall be full compensation for the item and shall include all pavement preparation, sweeping, removal and disposal of existing raised pavement markers, furnishing and placing pavement fabric or mat, tack, liquid asphalt cement, and all labor, equipment, materials, and incidentals necessary to complete the work. No price adjustment for Liquid Asphalt Cement will be made.

**ITEM 5010 : REMOVE AND RECONSTRUCT SPEED HUMP/RAISED CROSSWALK
(FLAT TOP PROFILE - ANY SIZE/ANY TYPE)**

DESCRIPTION

This work is for the complete removal and the reconstruction of existing Speed Hump/Raised Crosswalk, and for the installation of new Speed Humps and Raised Crosswalks.

MATERIAL

Hot Mix Asphalt Mixes	904.04
Heat Applied Permanent Preformed Thermoplastic Pavement Marking Material	951.06
Tack Coat	904.03

CONSTRUCTION

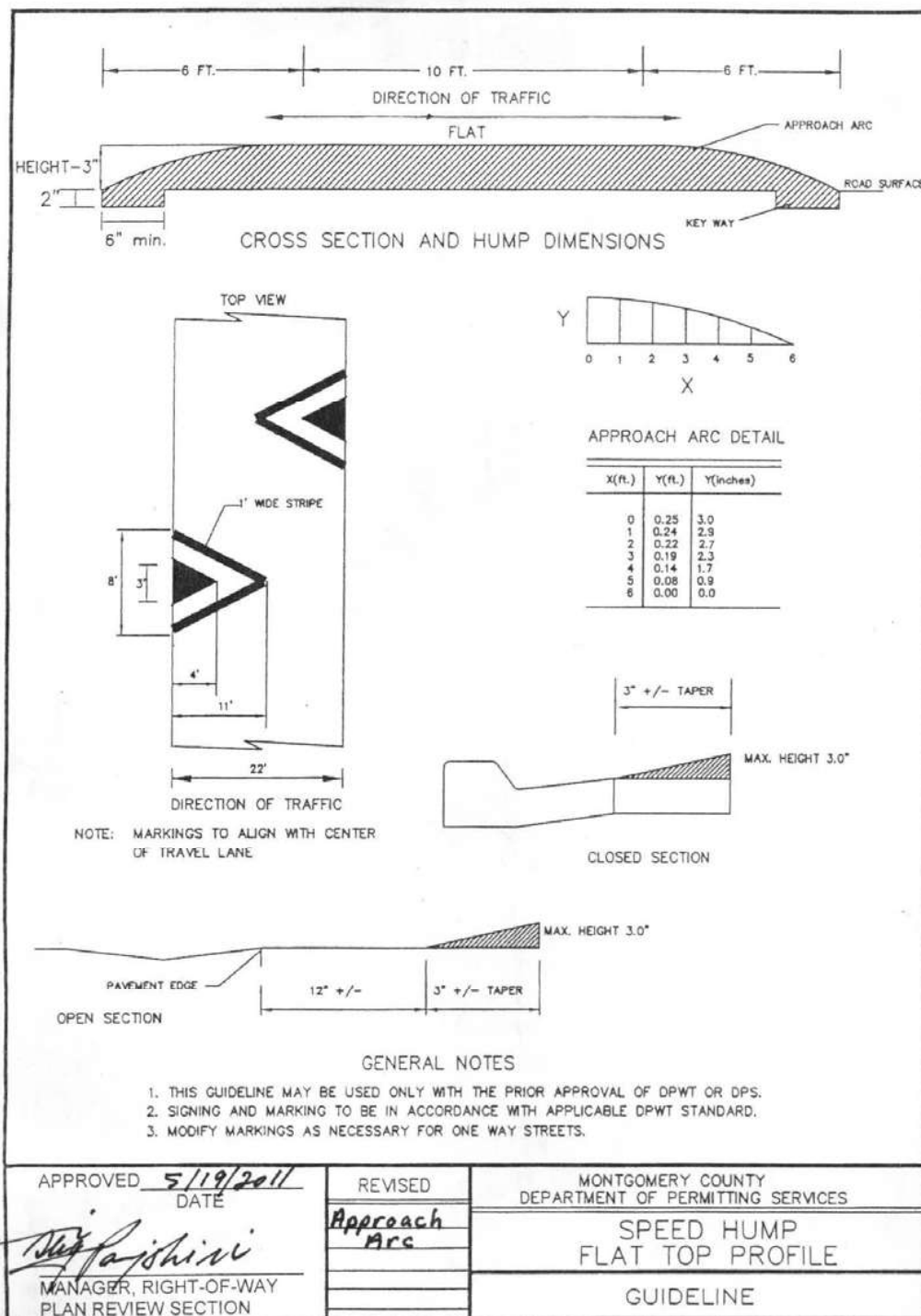
The existing Speed Hump/ Raised Crosswalk will be removed in its entirety and relocated and reconstructed in the location as shown on the approved plans and as directed by the Project Manager. The replacement Speed Hump/ Raised Crosswalk shall be constructed according to the Montgomery County Standard Details and specifications as contained herein.

Note: Both ends of each Speed Hump/ Raised Crosswalk shall be sawcut and milled to a depth of 2” and width of at least 6” for the entire length of each Speed Hump/ Raised Crosswalk.

MEASUREMENT AND PAYMENT

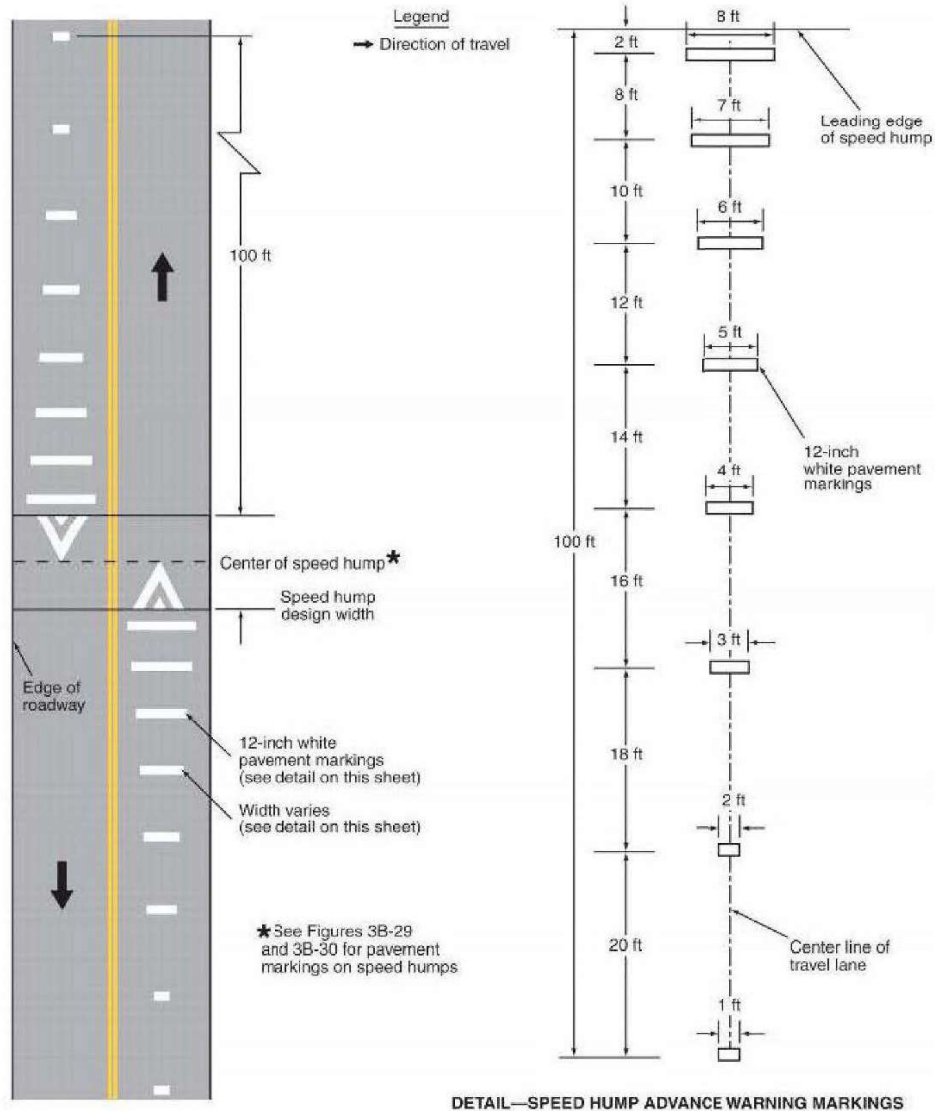
Remove and Reconstruct Speed Hump/ Raised Crosswalk (flat top profile) including Pavement Markings will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation for the removal and disposal off site of the existing Speed Hump/ Raised Crosswalk in its entirety, the furnishing and placement of all materials required for the re-construction of the Speed Hump/ Raised Crosswalk including the permanent pavement markings, and for all equipment, labor, tools, Traffic Control, and incidentals necessary to complete the work.

ITEM 5010 - SPEED HUMP



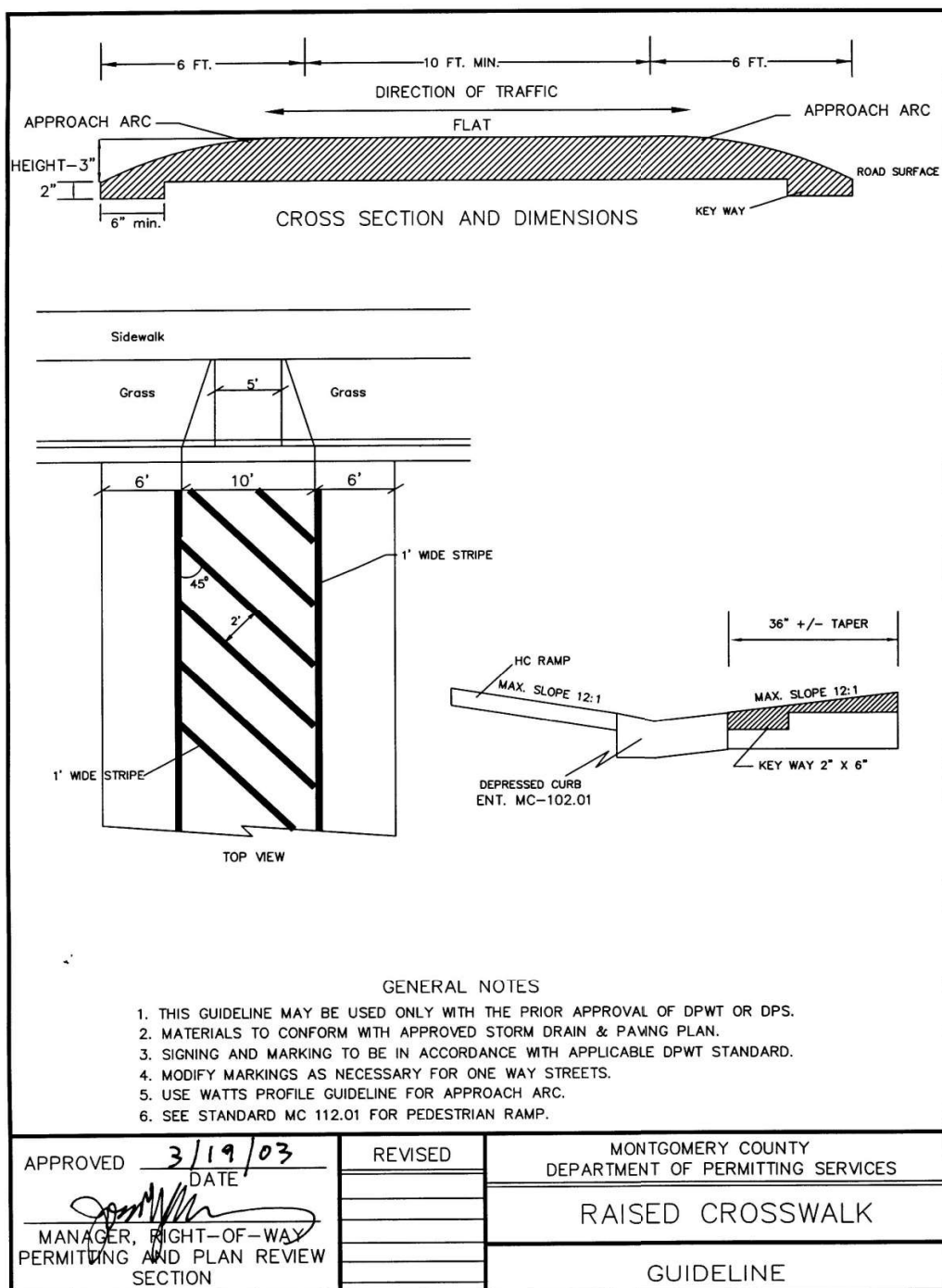
ITEM 5010 – SPEED HUMP ADVANCED WARNING PAVEMENT MARKING

Figure 3B-31. Advance Warning Markings for Speed Humps



ITEM 5010-RAISED CROSSWALK

CROSSWALK STRIPING TO BE CONTINENTAL STYLE



ITEM 5011 : 5 INCH YELLOW SOLID PAVEMENT MARKING PAINT LINES
ITEM 5012 : 5 INCH WHITE DASHED PAVEMENT MARKING PAINT LINES
ITEM 5013 : 12 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES
ITEM 5014 : 16 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES
ITEM 5015 : 4 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES – PARKING SPACE MARKING

GENERAL

Pavement Marking Paint Lines shall be conducted in accordance with Section 550 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Pavement Marking Paint lines shall be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 550 of the “MDOT SHA Standard Specifications for Construction and Materials.

ITEM 5016 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: ARROW-WHITE
ITEM 5017 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: TEXT-WHITE
ITEM 5018 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: -12 INCH WHITE SOLID LINES
ITEM 5019 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: SYMBOL-BIKE SHARROW WHITE

GENERAL

Prefomed Thermoplastic Pavement Markings, Arrows, and Text, shall be conducted in accordance with Section 556 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Replace 556.04 Measurement and Payment in Section 556 of the “MDOT SHA Standard Specifications for Construction and Materials with the following:

The Payment will be full compensation for all pavement preparation, traffic control, furnishing and placing of markings, testing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Prefomed Thermoplastic Pavement Marking Legends (letters and numbers) and Symbols (Arrows, Text and Bike Sharrow) will be measured and paid for at the Contract Unit Price bid per each as specified in the Contract Documents. Pavement Thermoplastic Pavement Marking lines shall be measured and paid for at the Contract Unit Price bid per linear foot.

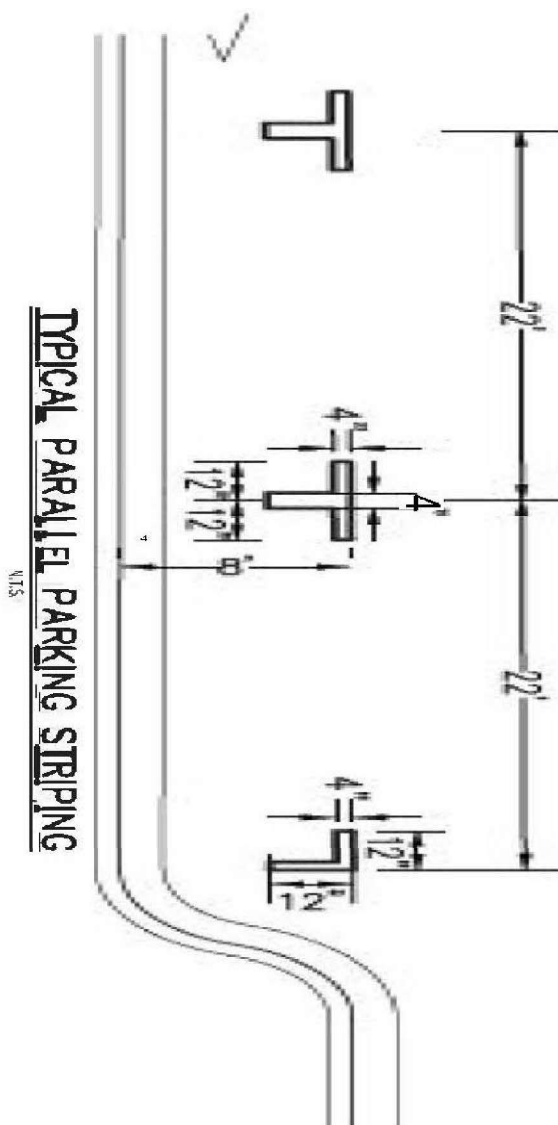
ITEM 5020 : 4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "T" PAINT LINE
ITEM 5021 : 4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "L" PAINT LINE

GENERAL

Pavement Marking Paint Lines shall be conducted in accordance with Section 550 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Parallel Parking Pavement Marking "T" and "L" Paint lines shall be measured and paid for at the Contract Unit Price bid per each as specified in the Contract Documents.



CATEGORY 600 - SHOULDERS

ITEM 6001 : REMOVE, DISPOSE AND REPLACE CONCRETE CURB AND GUTTER (ALL TYPES)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard Details, the Contract Documents, and as specified herein.

DESCRIPTION

The work shall consist of the construction of concrete curb and gutter to match the existing line, grade, and configuration in accordance with these specifications and/or as directed by the Engineer.

The item shall also include, but not limited to:

1. The removal and disposal of the existing curb and gutter, including excavation of any unsuitable material as directed.
2. Furnishing and placing MDOT SHA Mix 3 concrete for new curb.
3. Finishing and curing of new curb and gutter.
4. No more than 145 linear feet of curb and gutter shall remain open at one time, but not overnight. Backfilling and stabilization shall be completed to comply with this limitation.
5. The use of a curb machine must be approved by the Project Manager.

MEASUREMENT AND PAYMENT

This item will be measured on the basis of the length of concrete curb and gutter satisfactorily constructed to the required cross-section and grade. Measurements shall be made along the flow line of the curb and gutter parallel to face of curb. The Contract Unit Price bid per linear foot shall be full compensation for the removal, disposal and replacement of all existing curb and gutter as directed, saw cuts, excavation, subgrade preparation, forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb replacement.

ITEM 6002 : FURNISH AND INSTALL CONCRETE CURB AND GUTTER (ALL TYPES)

GENERAL

This item shall be conducted in accordance with Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard Details, the Contract Documents, and as specified herein.

DESCRIPTION

The work shall consist of the construction of concrete curb and gutter to match the existing line, grade, and configuration in accordance with these specifications and/or as directed by the Engineer.

The item shall also include, but not limited to:

1. Furnishing and placing MDOT SHA Mix 3 concrete for new curb.
2. Finishing and curing of new curb and gutter.
3. No more than 145 linear feet of curb and gutter shall remain open at one time, but not overnight. Backfilling and stabilization shall be completed to comply with this limitation.
4. The use of a curb machine must be approved by the Project Manager.

MEASUREMENT AND PAYMENT

This item will be measured on the basis of the length of concrete curb and gutter satisfactorily constructed to the required cross-section and grade. Measurements shall be made along the flow line of the curb and gutter parallel to face of curb. The Contract Unit Price bid per linear foot shall be full compensation for the installation of all curb and gutter as directed, saw cuts, excavation, subgrade preparation, full depth forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb installation.

ITEM 6003 : REMOVE, DISPOSE AND REPLACE MONOLITHIC CONCRETE MEDIANS (MDOT SHA STD. DETAIL NO. MD 645.01)

GENERAL

This item shall be conducted in accordance with Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the removal, disposal and replacement of monolithic concrete medians per MDOT SHA Std. Detail 645.01 (height and width will vary), to match the existing line and grade in accordance with the specifications, and/or as directed by the Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation for the removal, disposal and replacement and to furnish all materials and perform all work necessary, including all concrete, forms, excavation, backfill, disposal of excess material, drainage openings, joint sealers, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 6004 : FURNISH AND INSTALL MONOLITHIC CONCRETE MEDIANS
(MDOT SHA STD. DETAIL NO. MD 645.01)**

GENERAL

This item shall be conducted in accordance with Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of monolithic concrete medians per MDOT SHA Std. Detail 645.01 (height and width will vary), to match the existing line and grade in accordance with the specifications, and/or as directed by the Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation to furnish all materials and perform all work necessary, including all concrete, forms, excavation, backfill, disposal of excess material, drainage openings, joint sealers, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 6005 : REMOVE, DISPOSE AND REPLACE CONCRETE SIDEWALK AND SIDEWALK RAMPS
- (MONTGOMERY COUNTY DOT STD. NO. MC-110 THROUGH MC-113)**

GENERAL

This item shall be conducted in accordance with Section 206 and Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-110 through MC-113, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete sidewalk and or wheelchair ramps to match the existing line and grade in accordance with these specifications, and/or as directed by the Engineer.

1. The removal and disposal of existing sidewalk or wheelchair ramps including excavation of unsuitable material as directed.
2. The furnishing and placing of MDOT SHA concrete mix 3 for new work.
3. Finishing and curing of new sidewalk using water base cure seal.
4. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the sidewalk replacement.
5. All labor and materials incidental to completing the work as described.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yard shall be full compensation for the removal, disposal, and replacement of the concrete sidewalk as directed. Included in this item shall be all materials, curing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

**ITEM 6006 : FURNISH AND INSTALL CONCRETE SIDEWALK AND SIDEWALK RAMPS
(MONTGOMERY COUNTY DOT STD. NO. MC-110 THROUGH MC-113)**

GENERAL

This item shall be conducted in accordance with Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-110 through MC-113, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete sidewalk and or sidewalk ramps to match the existing line and grade in accordance with these specifications, and/or as directed by the Engineer.

1. The furnishing and placing of MDOT SHA concrete mix 3 for new work.
2. Finishing and curing of new sidewalk using water base cure seal.
3. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the sidewalk replacement.
4. All labor and materials incidental to completing the work as described.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yard shall be full compensation for the installation of the concrete sidewalk as directed. Included in this item shall be all materials, curing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

**ITEM 6007 : REMOVE, DISPOSE, AND REPLACE BRICK SIDEWALK
(MONTGOMERY COUNTY DOT STD. NO. MC-111.02)**

GENERAL

This item shall be conducted in accordance with Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-111.02, the Contract Documents, and as specified herein.

DESCRIPTION

This item is for the removal and reconstruction of existing brick sidewalks to match the existing line and grade in accordance with the specifications, the Montgomery County Department of Transportation Standard No. MC-111.02 attached herein, and as directed by the Engineer.

The Contractor shall submit a brick sample to the Project Manager for inspection and acceptance a minimum of five (5) working days prior to the scheduled commencement date of work on the sidewalk. The color, texture, and size of any new brick must match that of the existing walk that is to remain in place.

MEASUREMENT AND PAYMENT

This item shall be measured and paid for at the Contract Unit Price bid per square foot. The excavation and removal of the existing brick walk, the excavation, removal, and disposal off site of any excavated material necessary for the installation of the walk and walk forms shall not be measured for payment and shall be considered incidental to the Contract unit price paid for this item.

ITEM 6008: REMOVE, DISPOSE AND REPLACE CONCRETE DRIVEWAYS – (MONTGOMERY COUNTY DOT STD. NO. MC-301.01 OR MC-302.01)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 603 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Montgomery County Department of Transportation Standard No. MC-301.01 or MC-302.01, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete driveways to match the existing line and grade of the street in accordance with these specifications.

This item shall also include:

1. The removal and disposal of damaged existing driveways including excavation of any unsuitable material.
2. The furnishing and placing of MDOT SHA concrete Mix 6 or 9 for driveways, as directed by the Project Manager.
3. Finishing and curing of the new concrete driveway using water base cure seal.
4. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the driveway replacement.
5. All labor and materials incidental to completing the work as directed.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square foot shall be full compensation for the removal, disposal and replacement of the driveways as directed. Included in this item shall be all saw cuts, excavation, disposal, sub-grade preparation, forms, concrete joint materials, curing compound, finishing, compacting and stabilizing, in kind, of all the disturbed areas resulting from this work. Also included shall be all labor tools, equipment and incidentals necessary to perform the work.

ITEM 6009 : DETECTABLE WARNING SURFACES (INLAID, TYPE 1)

GENERAL

This item shall be conducted in accordance with and Section 611 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square feet as specified in Section 611 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 6010 : CONCRETE SEALANT FOR CURB, GUTTER, AND SIDEWALKS, AS DIRECTED, WITH OKON W-1 WATERPROOFING OR APPROVED EQUAL

GENERAL

This item is for the application of OKON W-1 to all curb and gutter and adjacent sidewalks as directed by the Project Manager.

DESCRIPTION

This method of application shall be in accordance with the manufacturer's recommendation.

MATERIAL

OKON W-1 shall be applied at the rate specified by the manufacturer and all material shall meet the specifications as noted in these special provisions. All concrete where OKON W-1 is to be used shall be cured with a water base curing compound.

CONSTRUCTION REQUIREMENT

The surface of the concrete shall be cleaned to comply with the manufacturer's specifications. The OKRON W-1 sealer shall not be applied within six (6) weeks of the cure seal application or until such time that the cure seal has dissipated to allow penetration of the OKRON W-1 sealer.

MEASUREMENT AND PAYMENT

The method of measurement for this item shall be on a surface area measurement computed in square yards. The Contract Unit Price bid per square yard shall be full compensation for cleaning, furnishing the material and application of the sealer in accordance with the manufacturer's specification and this proposal.

ITEM 6011 : FURNISH AND INSTALL CAST-IN-PLACE CONCRETE - SLOT MIX (SHA MIX NO. 3)

GENERAL

Cast-in-place concrete shall be furnished and installed only where and to the limits and in the forms as directed by the Project Manager. The work shall include furnishing and placing SHA Mix No. 3 concrete in accordance with Section 902.10 of the "MDOT SHA Standard Specifications for Construction and Materials" and in accordance with the Contract Documents

DESCRIPTION

This item is for the removal of a portion of the existing pavement for placement of the forms for the new curb. This concrete item is to be used as the replacement material.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per cubic yard on the amount of concrete furnished and installed at the direction of the Project Manager. No payment will be made for cast-in-place concrete installed for the Contractor's convenience or beyond the limits approved and ordered by the Project Manager. The payment will be full compensation to furnish all materials and perform all work necessary, including all labor, tools, equipment, forms, and other materials necessary to complete the work as directed and accepted by the Project Manager and in accordance with the Contract Documents.

ITEM 6012 : REMOVE AND REPLACE HMA CURB (MC-103.01)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-103.0, in accordance with the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of HMA curb to match the existing line and grade of the street in accordance with these specifications.

This item shall also include:

1. The removal and disposal of damaged existing asphalt curb including excavation of any unsuitable material.
2. The furnishing and placing of MDOT SHA HMA as stated in accordance with section 904, as directed by the Project Manager.
3. Unless otherwise approved, use a self-propelled machine to place Asphalt curb. The machine shall form curbing that is uniform in texture, shape, and density, and to the specified template.
4. Place the curb on a clean, dry, and stable base. Apply tack coat using asphalt of the type and amount as directed.
5. When required, backfill the curb as specified in 602.03.01(i) after the asphalt curb has sufficiently hardened to prevent damage.

MEASUREMENT AND PAYMENT

Asphalt Curbs will be measured along the front face of the curb. This item will be measured on the basis of the length of asphalt curb satisfactorily constructed to the required cross-section and grade. The Contract Unit Price bid per linear foot shall be full compensation for the installation of all curbs as directed, saw cuts, excavation, subgrade preparation, full depth forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb installation.

CATEGORY 700 – LANDSCAPING

ITEM 7001 : FURNISH AND PLACE TOPSOIL

GENERAL

This item is for re-grading and backfilling of all disturbed areas. All work shall be conducted in accordance with Section 701 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents and as specified herein.

DESCRIPTION

The work under this item shall include but is not limited to the following::

1. Furnish topsoil to comply with Section 920.01.02 of the M.S.H.A Specifications.
2. Backfill and grade to meet the curb and sidewalk elevations.
3. Fine grade for seeding or sodding.

MEASUREMENT AND PAYMENT

This item shall be paid on a cubic yard basis. The contractor shall furnish tickets showing the actual amounts; 15% shrinkage will be deducted from the loose material tickets. The Contract Unit Price bid shall be full compensation for the furnishing, placing and fine grading of the topsoil and shall include all labor, equipment, tools, and incidentals necessary to place the topsoil and prepare the disturbed areas for seeding or sodding.

ITEM 7002 : SEED AND SOIL STABILIZATION MATTING (MULCH) USING MDOT SHA MIX NO. II

GENERAL

This item is for the stabilization of the disturbed areas and shall be conducted in accordance with Section 705 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, as directed by the Project Manager, and as specified herein.

DESCRIPTION

The work under this item is for stabilization of the disturbed areas, as directed by the Project Manager, includes but not limited to the following:

1. Prepare seed bed.
2. Seed using MDOT SHA Mix No. II
3. Lime and fertilize in accordance with Section 705.03.01 of the MDOT SHA Specifications.
4. Soil Stabilization (Mulch) matting shall be Curlex Net Free 0.50 lbs./s.y. Soil Stabilization Matting must be bio-degradable within 12 months and placed and "pinned" immediately after placement of the seed but in no case, more than 24 hours after seed placement.
5. The contractor shall be responsible for an acceptable growth prior to final payment.

MEASUREMENT AND PAYMENT

Seed and Soil Stabilization Matting will be measured and paid for at the Contract Unit Price bid per square yard and shall be full compensation for the stabilization of all disturbed areas as directed by the Project Manager, and shall include all labor, equipment, materials and incidentals necessary to establish an acceptable growth of grass. Initial watering shall be completed immediately after placement of the soil stabilization matting. Follow-up watering shall be made at the Inspectors direction. 95% germination of seed is required. The cost of all watering shall be incidental.

ITEM 7003 : SODDING

GENERAL

Sodding shall be conducted in accordance with Section 708 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, as directed by the Project Manager, and as specified herein.

MEASUREMENT AND PAYMENT

Sodding will be measured and paid for at the Contract Unit Price bid per square yard as specified in Section 708 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 7004 : TREE ROOT PRUNING

GENERAL

Tree Root Pruning shall be conducted in accordance with Section 715 of the “MDOT SHA Standard Specifications for Construction and Materials”, the Contract Documents, the approved plans, as directed by the Project Manager, and as specified herein.

DESCRIPTION

The work under this item shall include but not be limited to the following guidelines:

1. Meet ANSI A300 standards for Tree Care Operations
2. Clean cut tree roots along approved line to a depth of up to 18 inches, at the direction of the Project Engineer, and immediately backfill trenches with excavated soil
3. Ensure that all roots not backfilled within 24 hours are kept moist
4. Check that roots have been pruned at edge of excavation, or one inch (1”) beyond if necessary

MEASUREMENT AND PAYMENT

Tree Root Pruning will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 715 of the “MDOT SHA Standard Specifications for Construction and Materials”, only for ½” diameter and larger live roots. The measured linear distance will only consist of the length along the excavated area in which live tree roots are existing after excavation is completed.

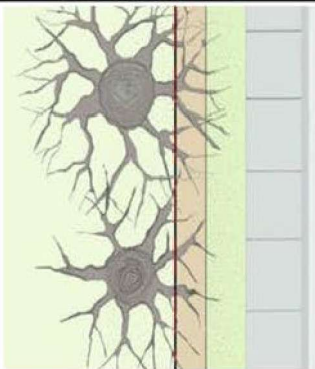
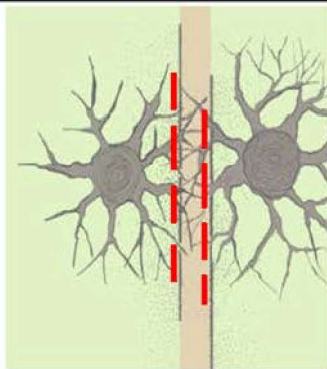
<u>Measurement</u>		
– Along the edge of excavation where live roots are being pruned.		
<u>Payment</u>		
– Tree roots have been measured by linear feet along the excavation line.		

Figure 24: Note that for the example on the left only one pay line is needed as only one side of the trench requires pruning of live roots. The example on the right needs pay lines on both sides of the trench as there are live trees & roots remaining on both sides of the excavation.



Figure 25: Note that the face of excavation is typically ragged and the roots to be pruned are at varying setbacks. Pruning only required on left side (one payment line) where the live roots exist.

ITEM 7005 : TREE FELLING AND STUMP REMOVAL UNDER 10+ INCH DIAMETER AT BREAST HIEGHT

GENERAL

Tree Felling and Stump Removal shall be conducted in accordance with Section 715 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, the approved plans, as directed by the Project Manager, and as specified herein.

DESCRIPTION

Tree felling and stump removal involves cutting, herbicide treatment, stump removal, stump grinding, debris removal, and restoration of turfgrass in conformance with the pertinent Operation. When trees cannot be felled as a unit without danger to traffic or injury to other plants or property, remove the top in sections until the tree can be safely felled.

MEASUREMENT AND PAYMENT

Tree Felling and Stump Removal will be paid for at the Contract Unit price bid per each as specified in the Contract Document. The payment will be full compensation for all labor, material, equipment, tools, wood disposal and chipping, cleanup and restoration, damage repair, disposal fees and incidentals necessary to complete the work. Topsoil and materials required to perform Turfgrass Establishment and Turfgrass Sod Establishment shall be incidental to the Contract price for Tree Felling and Stump Removal.

ITEM 7006 : EXCAVATE, FURNISH AND INSTALL 1" THICK RIGID FOAM MOISTURE BARRIER UNDER CONCRETE SIDEWALK

GENERAL

This item is for creating a moisture barrier under sections of concrete sidewalk that have been selected for removal and replacement and shall be conducted in accordance of the Contract Documents, as directed by the Project Manager and as specified herein.

DESCRIPTION

At the direction of the Project Manager, excavate up to an additional 6 inches under sections of sidewalk that have been selected for removal. Install 1-inch thick square unfaced extruded polystyrene rigid foam board insulation with a minimum 25 psi compression strength. Upon the installation of the moisture barrier, the sidewalk shall be replaced as specified in **ITEM 6006** of the Contract Documents.

MEASUREMENT AND PAYMENT

Excavation, furnishing and installing 1 inch thick rigid foam moisture barrier under concrete sidewalk will be paid for at the Contract Unit price bid per square foot as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.

CATEGORY 800 – UTILITIES AND TRAFFIC

ITEM 8001 : ADJUST EXISTING WATER VALVES, SEWER MANHOLES, AND/OR ANY OTHER UTILITY STRUCTURE LOCATED WITHIN THE RIGHT-OF-WAY WHICH MAY REQUIRE ADJUSTMENT

GENERAL

This item is for the care, protection, and ultimate adjustment of the existing water valves and any other utility that requires adjustment to the finished proposed grade. The extent of work required to adjust a given facility is dependent on the method of excavation applied to a given location.

DESCRIPTION

All methods of construction shall be in conformance with the latest Standard Specifications as required by the respective utility company to whose facility the work is being performed.

For WSSC, all materials and methods required to complete the work as previously stated should be in conformance with WSSC Standards and Specifications. Any concrete used shall be MDOT SHA mix #3. Any broken or damaged sections of the frame, cover or riser shall be replaced at the contractor's expense.

CONSTRUCTION REQUIREMENTS

Regardless of the adjustment method applied, the facilities affected by the street work shall be adjusted prior to the surface paving operation as per Montgomery County Specifications for Utility Construction.

Prior to the placement of the surface asphalt and after the adjustment has occurred it shall be the contractors responsibility to save the traveling public harmless by virtue of implementing those controls as outlined in the maintenance of traffic item of this contract.

Should the facility be damaged once the adjustment has been completed, the Contractor shall be responsible to readjust the facility at no cost to the City.

The Contractor shall contact a representative of the respective utility companies prior to making adjustments to that company's facility and obtain a paving clearance.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per each for any type of facility adjusted to within 3/8" tolerance of the finished surface asphalt. The payment will be full compensation for and shall include all labor, tools, equipment, replacement of damaged frames or covers, MDOT SHA mix #3 concrete, mortar, bricks and other incidentals necessary to complete this item as previously described.

EXHIBIT C
Scope of Work

(End of Exhibit C)

EXHIBIT D
Compensation and Fee Schedule

See Attached

ATTACHMENT B

SCHEDULE OF PRICES					
	DESCRIPTION OF ITEM	UNIT	ESTIMATED BID QUANTITIES	UNIT PRICE	TOTAL PRICE
CATEGORY 100: PRELIMINARY					
1001	MAINTENANCE OF TRAFFIC	DAY	90	\$ 150.00	\$ 13,500.00
1002	PORTABLE VARIABLE MESSAGE SIGNS (PVMS)	DAY	30	\$ 125.00	\$ 3,750.00
1003	TEMPORARY ORANGE CONSTRUCTION FENCE	LF	100	\$ 5.00	\$ 500.00
CATEGORY 200: GRADING					
2001	GENERAL EXCAVATION	CY	500	\$ 50.00	\$ 25,000.00
2002	TEST PIT EXCAVATION	CY	10	\$ 100.00	\$ 1,000.00
2003	FULL DEPTH SAW CUT	LF	500	\$ 2.00	\$ 1,000.00
2004	REMOVAL OF EXISTING CURB AND GUTTER	LF	100	\$ 10.00	\$ 1,000.00
2005	REMOVAL OF EXISTING SIDEWALK	CY	152	\$ 50.00	\$ 7,600.00
2006	REMOVAL OF EXISTING PAVING	CY	100	\$ 70.00	\$ 7,000.00
CATEGORY 300: DRAINAGE					
3001	RAISE /ADJUST INLET TOPS AND THROATS TO MEET GRADE	EA	20	\$ 700.00	\$ 14,000.00
3002	REMOVE, DISPOSE AND REPLACE/REPAIR STORM DRAIN INLETS AND TOPS	SF	50	\$ 50.00	\$ 2,500.00
3003	"GUTTERBUDDY" OR APPROVED EQUAL	LF	40	\$ 25.00	\$ 1,000.00
3004	SILT FENCE	LF	50	\$ 5.00	\$ 250.00
3005	NEW PIPE CONNECTIONS TO EXISTING STORM DRAIN STRUCTURES	EA	2	\$ 600.00	\$ 1,200.00
3006	FURNISH & INSTALL 15" CL. IV RCP	LF	100	\$ 95.00	\$ 9,500.00
3007	FURNISH & INSTALL 18" CL. IV RCP	LF	100	\$ 105.00	\$ 10,500.00
3008	FURNISH & INSTALL 24" CL. IV RCP	LF	100	\$ 125.00	\$ 12,500.00
3009	FURNISH & INSTALL STANDARD "WR" INLET SHA MD 374.21 (MAXIMUM 8 FOOT DEPTH)	EA	1	\$ 4,500.00	\$ 4,500.00
3010	FURNISH & INSTALL "A-5" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)	EA	1	\$ 7,000.00	\$ 7,000.00
3011	FURNISH & INSTALL "A-10" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)	EA	1	\$ 9,500.00	\$ 9,500.00
3012	FURNISH & INSTALL "J" INLET MC-506.01 (MAXIMUM 8 FOOT DEPTH)	EA	1	\$ 9,500.00	\$ 9,500.00
3013	VERTICAL DEPTH - ALL INLETS	LF	15	\$ 500.00	\$ 7,500.00
CATEGORY 400: STRUCTURES					
4001	FURNISH & INSTALL 1/2" GRADE 60 STEEL DEFORMED BAR	LF	100	\$ 6.00	\$ 600.00
4002	FURNISH & INSTALL 6"x6" 6 GAUGE WIRE MESH	SF	320	\$ 1.50	\$ 480.00
CATEGORY 500: PAVING					
5001	FURNISH & INSTALL MDSHA GRADED AGGREGATE BASE COURSE	TON	600	\$ 35.00	\$ 21,000.00
5002	FURNISH & INSTALL MDSHA #57 AGGREGATE	TON	100	\$ 38.00	\$ 3,800.00
5003	BITUMINOUS CONCRETE ASPHALT FOR 2-INCH SURFACE COURSE (12.5MM SUPERPAVE)	TON	7,600	\$ 105.00	\$ 798,000.00
5004	BITUMINOUS CONCRETE ASPHALT FOR BASE PATCHES AND NEW BASE (19 MM SUPERPAVE)	TON	762	\$ 150.00	\$ 114,300.00
5005	BITUMINOUS CONCRETE ASPHALT FOR 1.5-INCH SURFACE COURSE (9.5 MM SUPERPAVE)	TON	220	\$ 110.00	\$ 24,200.00
5006	FURNISH & INSTALL BUS PAD (IN ROADWAY)	SY	50	\$ 120.00	\$ 6,000.00
5007	FURNISH & INSTALL STAMPED COLORED PORTLAND CEMENT CONCRETE CROSSWALKS	SY	50	\$ 150.00	\$ 7,500.00
5008	MILLING HOT MIX ASPHALT PAVEMENT	SY	70,000	\$ 5.00	\$ 350,000.00
5009	PROTECTIVE NON WOVEN MEMBRANE	SY	40,000	\$ 4.00	\$ 160,000.00
5010	REMOVE AND RECONSTRUCT SPEED HUMP/RAISED CROSSWALK	SY	1,000	\$ 65.00	\$ 65,000.00
5011	5 INCH YELLOW SOLID PAVEMENT MARKING PAINT LINES	LF	5,000	\$.70	\$ 3,500.00

Olney Masonry Corporation 3/29/2024

SCHEDULE OF PRICES					
	DESCRIPTION OF ITEM	UNIT	ESTIMATED BID QUANTITIES	UNIT PRICE	TOTAL PRICE
5012	5 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES	LF	5,000	\$.70	\$ 3,500.00
5013	12 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES	LF	700	\$ 1.85	\$ 1,295.00
5014	16 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES	LF	600	\$ 2.00	\$ 1,200.00
5015	4 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES - PARKING SPACE MARKING	LF	700	\$ 1.00	\$ 700.00
5016	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : ARROW-WHITE	EA	20	\$ 385.00	\$ 7,700.00
5017	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : TEXT-WHITE	EA	20	\$ 385.00	\$ 7,700.00
5018	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : 12 INCH WHITE SOLID	LF	4,000	\$ 16.00	\$ 64,000.00
5019	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : SYMBOL BIKE SHARROW	EA	20	\$ 450.00	\$ 9,000.00
5020	4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "T" PAINT LINE	EA	100	\$ 12.00	\$ 1,200.00
5021	4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "L" PAINT LINE	EA	100	\$ 12.00	\$ 1,200.00
CATEGORY 600: SHOULDERS					
6001	REMOVE, DISPOSE & REPLACE CONCRETE CURB & GUTTER (ALL TYPES)	LF	4,000	\$ 32.00	\$ 128,000.00
6002	FURNISH & INSTALL CONCRETE CURB & GUTTER (ALL TYPES)	LF	320	\$ 30.00	\$ 9,600.00
6003	REMOVE, DISPOSE & REPLACE MONOLITHIC CONCRETE MEDIANS - SHA MD 645.01	SY	150	\$ 150.00	\$ 22,500.00
6004	FURNISH & INSTALL MONOLITHIC CONCRETE MEDIANS - SHA MD 645.01	SY	60	\$ 150.00	\$ 9,000.00
6005	REMOVE, DISPOSE & REPLACE CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02)	SY	5,250	\$ 55.00	\$ 288,750.00
6006	FURNISH & INSTALL CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02)	SY	750	\$ 50.00	\$ 37,500.00
6007	REMOVE, DISPOSE & REPLACE BRICK SIDEWALK (MC-111.02)	SF	1,000	\$ 20.00	\$ 20,000.00
6008	REMOVE, DISPOSE AND REPLACE CONCRETE DRIVEWAYS (MC-301.01 / 302.01)	SY	3,500	\$ 12.00	\$ 42,000.00
6009	DETECTABLE WARNING SURFACES (INLAID, TYPE 1)	SF	550	\$ 35.00	\$ 19,250.00
6010	SEAL ALL CURB AND GUTTER AND ADJACENT SIDEWALK	SY	5,000	\$ 1.75	\$ 8,750.00
6011	FURNISH & INSTALL CAST-IN-PLACE CONCRETE - SLOT MIX	CY	30	\$ 200.00	\$ 6,000.00
6012	REMOVE & REPLACE HMA CURB (MC-103.01)	LF	500	\$ 25.00	\$ 12,500.00
CATEGORY 700: LANDSCAPING					
7001	FURNISH & PLACE TOPSOIL	CY	150	\$ 50.00	\$ 7,500.00
7002	SEED AND SOIL STABILIZATION MATTING (MULCH) USING M.S.H.A. MIX NO. II	SY	2,000	\$ 2.00	\$ 4,000.00
7003	SODDING	SY	150	\$ 6.00	\$ 900.00
7004	TREE ROOT PRUNING	LF	500	\$ 20.00	\$ 10,000.00
7005	TREE FELLING AND STUMP REMOVAL UNDER 10+ INCH DIAMETER AT BREAST HIEGHT	EA	1	\$ 2,500.00	\$ 2,500.00
7006	EXCAVATE, FURNISH & INSTALL 1" THCK RIGID FOAM MOISTURE BARRIER UNDER CONCRETE SIDEWALK	SF	1,600	2.00	3,200.00
CATEGORY 800: UTILITIES AND TRAFFIC					
8001	ADJUST EXISTING WATER VALVES, SEWER MANHOLES	EA	120	\$ 550.00	\$ 66,000.00
TOTAL					\$2,499,625.00

QUANTITIES shown are approximate and unit price bid shall apply regardless of any increase or decrease in the estimated quantities. Any increase or decrease in the quantity of these items, or their deletion will not be considered justifiable claims for compensation in addition to the Contract unit price in the Bid Proposal.

Olney Masonry Corporation
Name of Bidder

Signature

3/29/2024
Date

Muno Passarino President
Name / Title

EXHIBIT D
Compensation and Fee Schedule

(End of Exhibit D)

EXHIBIT E

Insurance

Insurance Requirements

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 submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 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 Rider Agreement 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. Workers' Compensation 2. 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. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. 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. Automobile Liability a. All Owned Autos b. Hired Autos c. 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.

EXHIBIT E
Insurance

6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	
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Alternative and/or additional insurance requirements, when outlined under the special provisions of this Rider Agreement, 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 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 Rider Agreement. 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 the requirements stated herein.

CERTIFICATE HOLDER

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

(End of Exhibit E)