

MARYLAND TRANSPORTATION AUTHORITY
Baltimore, Maryland

Invitation for Bids

JOHN F. KENNEDY MEMORIAL HIGHWAY



Maryland
Transportation
Authority

Contract No. KH-2451-000-006

I-95 EXPRESS TOLL LANES PROJECT
OFF-SITE REFORESTATION

Sykesville, Carroll County, Maryland
Joppatowne, Harford County, Maryland



SEPTEMBER 2010

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement as defined in **COMAR 21.11.01.06**, for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- It is independently owned and operated;
- It is not a subsidiary of another business;
- It is not dominant in its field of operation;
- Its **wholesale** operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
- Its **retail** operations did not employ more than 25 persons, and its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- Its **manufacturing operations** did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- Its **service operations** did not employ more than 100 persons, and its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- Its **construction operations** did not employ more than 50 persons, and its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- The **architectural and engineering** services of the business did not employ more than 100 persons and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

* If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

NOTICE TO BIDDERS/OFFERORS

Please review the checklist prior to submitting your bid on this Contract.

- When submitting your completed bid, do not separate the book. Submit the whole book including all addenda acknowledgment pages.
- Make sure that all addenda letters are attached outside of the front cover of the bid book.
- If the addendum has revised the Schedule of Prices, make sure that you have included the revised pages in your bid. Your price should reflect any and all changes.
- Prices must be written numerically and in words, unless approved substitute forms are used (Refer to GP-2.06). Don't leave any items blank.
- When tabulating your final price, make sure all your calculations are correct.
- There are no Minority Business Enterprise (MBE) requirements for this project.
- The Bid/Proposal Affidavit must be completely filled out and signed by all the parties as indicated.
- If Escrow is being offered in a contract, the contractor must indicate whether or not it wishes to utilize an Escrow Account for Retained Funds on the provided form.
- A bid bond must accompany all bids of One Hundred Thousand Dollars (\$100,000.00) or more. The bid bond document must be completely filled out and have an original Power of Attorney form attached.
- If the document is too large for the envelope that we have provided, you can place the document in another form of packaging that can be sealed and submitted. If the document is too large for the bid box, you should alert the receptionist.
- Make sure that your company's name, address, the Contract number and the bid date appears on the front of the packaging.
- When submitting bid packages via US Mail, Federal Express, DHL, UPS or any other delivery service it is your responsibility to make sure that the bid reaches the bid box before the time deadline. It may be in your best interest to send the package 24 hours in advance of the deadline. Also, when sending packages this way, make sure that the labeling specifies that it is a bid submission.

EMaryland Marketplace Fee

In order to take advantage of Maryland State and local government contracting opportunities, vendors/contractors are encouraged to register with eMaryland Marketplace. The registration provides a means for business to receive e-mail notification of upcoming contracting opportunities in their specified areas of interest and expertise.

For registration requirements, visit www.eMarylandMarketplace.com.



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Sykesville, Carroll County, Maryland
Joppatowne, Harford County, Maryland



SEPTEMBER 2010

NOTICE TO BIDDERS

A “Pre-Bidding Session” for the purpose of answering or obtaining answers to questions of parties interested in constructing the work relative to the I-95 Express Toll Lanes Off-Site Reforestation for Springfield Hospital Center & Mariner Point Park will be conducted at **10:00 am** on **September 28, 2010**, in the Conference Room, at the I-95 Express toll Lanes project office: 8019 Corporate Dr – Suite F – White Marsh Baltimore, Maryland. While attendance at the Pre-Bid conference is not mandatory, this is the offeror’s opportunity to raise questions and/or issues of concern regarding the project.



**I-95 Express Toll Lanes Off-Site Reforestation
Springfield Hospital Center & Mariner Point Park**

CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY

Contract No. KH-2451-000-006

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**NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT
HIGH VISIBILITY SAFETY APPAREL POLICY**

BACKGROUND. Research indicates that high visibility garments have a significant impact on the safety of employees who work on highways and rights-of-way. In addition, high visibility garments may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

STATEMENT OF POLICY.

- (a) The High Visibility Safety Apparel Policy provides a standardized apparel program.
- (b) The program seeks to improve the visibility of all persons who work on Administration highways and rights-of-way.
- (c) All apparel shall contain the appropriate class identification label.
- (d) Compliance with this policy is retroactive and becomes effective immediately. All affected employees shall receive high visibility apparel awareness training.

APPLICABILITY. This policy applies to all Administration employees and all other persons who work on Administration highways and rights-of-way. All workers shall wear, at a minimum, Class 2 ANSI/ISEA 107/2004 apparel.

- (a) For Administration employees, this apparel shall have a fluorescent yellow-green background material color and be the outermost garment worn.
- (b) Retro-reflective material color for Administration employee apparel shall be silver or white and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not exceeding one and one half inches on either side of the retro-reflective material.
- (c) For non-Administration employees, this apparel shall be either fluorescent orange-red or fluorescent yellow-green background material color and be the outermost garment worn.
- (d) Retro-reflective material color for non-Administration employee apparel shall either be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment.



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Springfield Hospital Center & Mariner Point Park**

CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY

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REFERENCES.

- (a) ANSI/ISEA 107/2004 standard – American National Safety Institute/International Safety Equipment Association
- (b) MUTCD 2003 – Manual for Uniform Traffic Control Devices - Sections 6D.03B and 6E.02
- (c) Visibility Research – The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

DEFINITIONS.

- (a) Apparel – The outermost high-visibility garment worn by employees who work on Administration highways and rights-of-way.
- (b) Highways – All roads owned by the Maryland Department of Transportation and maintained by the Administration.
- (c) High Visibility – The ability for workers to be distinguishable as human forms to be seen, day and night, at distances that allow equipment operators and motorists to see, recognize, and respond.



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SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SP 1-1 PROJECT DESCRIPTION

CONTRACT NO.: KH-2451-000-006

TITLE: I-95 Express Toll Lanes Off-Site Reforestation - Springfield Hospital Center & Mariner Point Park

FACILITY: For the John F. Kennedy Memorial Highway

CITY: Sykesville, Maryland and Joppatowne, Maryland

ADVERTISED: **September 7, 2010**

PRE-BID MEETING: **10:00 am on September 28, 2010,**
in the Conference Room at the I-95 Express Toll Lanes Project Office, 8019 Corporate Drive, Suite F, Baltimore, MD 21236

PROJECT CONTACT: Project Manager: Mr. Tim Harvey at (301) 362-9200
Contract Administration: Maggie Johnson at (410)-537-7807

BIDS DUE: **12 Noon, October 21, 2010,** in the Bid Box on the 1st floor of the Maryland Transportation Authority, Engineering Building, 300 Authority Drive, Baltimore, MD 21222

CLASSIFICATION: **Class C – \$500,001 to \$1,000,000**

CONTRACT TIME: **Completion by November 15, 2011**

LIQUIDATED DAMAGES: **\$1000.00 per Calendar Day**

MINIMUM MBE GOALS: **MINIMUM MBE GOALS: 0% OVERALL AND 0% SUBGOALS - SMALL BUSINESS RESERVE PROCUREMENT (SBR)**

BID DOCUMENTS: **\$60.00** Bid documents on CD in PDF format can be purchased between 7:30 a.m. and 3:30 p.m. Mondays, Wednesday, Thursdays and Fridays and between 10:00 a.m. and 4:00 p.m. on Tuesdays at the Ticket Office located at the Francis Scott Key Bridge, Maryland Transportation Authority, Administration Building, 303 Authority Drive, Baltimore, MD 21222.



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PROJECT DESCRIPTION

This project is for reforestation planting at the Springfield Hospital Center in Sykesville, Maryland and Mariner Point Park in Joppatowne, Maryland. Planting of mostly native trees is being proposed as part of a reforestation planting project due to previous tree removal along the I-95 Section 100 corridor for the I-95 Express Toll Lanes Project. The project involves the planting of approximately 10,000 deciduous trees (5-foot height; 1-inch caliper; and 2-inch caliper). Trees must adhere to current ANSI Z60.1 standards. All 1-inch caliper and 2-inch caliper trees shall be balled and burlapped. Tree protection sleeves will be required for all of the trees planted at the Springfield Hospital Center. A one year care and replacement period will be in effect and strictly enforced. Periodic mowing of existing turf areas will be required at the Mariner Point Park site.

In addition, the Contractor will be responsible to employ a utility locating firm to identify the locations of existing utilities prior to the commencement of planting operations.

The work includes but is not limited to:

- Submitting list of sources of plant material;
- Locate existing utilities;
- Test pits;
- Planting deciduous and evergreen trees;
- Staking trees;
- Mulching;
- Fertilizing;
- Spraying;
- Pruning;
- Weeding;
- Watering;
- Installing tree protection sleeves;
- Installing reforestation area signage;
- Clean up after planting;
- Care and Replacement for one year; and
- Removal of staking and planting accessories.



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SP 1-2 SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July 2008, revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids. In addition, all terms and conditions of the Standard Specifications for Construction and Materials dated July 2008, revisions thereof, or additions thereto shall apply to this IFB unless specified herein.

All reference to the Maryland State Highway Administration's offices and/or positions shall be construed to mean the Maryland Transportation Authority's corresponding offices and/or positions. Prior to any submittal or contact specified, the Contractor shall have the Construction Project manager verify that the current office and/or position are shown in the specifications. The Authority will not be responsible for any loss resulting from the Contractor not verifying the current office and/or position.

SP 1-3 ACCESS TO SITES & SPECIAL REQUIREMENTS

General

All parties interested in viewing the plans and/or accessing the reforestation planting sites should contact Mr. David A. LaBella, P.E., I-95 ETL Project Manager, at 410-931-0808. The Contractor is also to contact Springfield Hospital Center and Mariner Point Park (see points-of-contact below) prior to site visitations during the bidding period and prior to the performance of any planting operations following the eventual Notice-to-Proceed.

Springfield Hospital Center Point-of-Contact:

Mr. James Isner, Director
Maintenance Department
Springfield Hospital Center
410-970-7063
jisner@dnhm.state.md.us

Mariner Point Park Points-of-Contact:

Mr. Paul Magness
Harford County Department of Parks & Recreation
410-638-3571
pmagness@harfordcountymd.gov

and

Ms. Meghan Denhard
Harford County Department of Parks & Recreation
410-612-1608
madenhard@harfordcountymd.gov



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The Contractor will be responsible to repair any damage to either reforestation planting site that is caused by his equipment or employees. All repairs must be made to pre-construction condition, to the satisfaction of the Engineer, and at no additional cost to the Maryland Transportation Authority.

The Contractor will not be able to acquire water for tree watering at either reforestation planting site. The Contractor must make arrangements elsewhere (off-site) to procure his water supply.

Springfield Hospital Center

The Contractor shall read and explicitly follow the Springfield Hospital Center's "Contractor Construction Guidelines" contained in Appendix A of this IFB document. Under no circumstance are the Contractor's workers to enter any of the Springfield Hospital Center's buildings.

The Contractor shall provide portable toilet facilities for his workers. The Contractor shall instruct his workers that only these portable toilet facilities may be used for their periodic relief. These portable toilet facilities shall be transported to the site each day that the Contractor's workers are present. The portable toilet facilities shall not be left on-site over night. There will be no measurement and payment for these facilities. These facilities shall be incidental to the cost of the Contract.

The Contractor shall coordinate all utility locations identification and reforestation planting work with Mr. James Isner. In addition, the Contractor's workers shall wear "high visibility safety apparel" (vests), as described earlier in this IFB document, at all times when on the Springfield Hospital Center site.

Mariner Point Park

The Contractor shall access the reforestation planting area via Garnett Road. The Contractor shall contact Ms. Meghan Denhard to arrange access to the reforestation planting area. The Contractor shall not traverse upon the existing bituminous trail; and no materials shall be stored upon the bituminous trail.

The Contractor shall coordinate all utility locations identification and reforestation planting work with Ms. Meghan Denhard.

Periodic mowing of existing turf areas shall be in accordance with Section 719 – Mowing of the Contract Documents.

The Mariner Point Park public restroom facilities will be available for use by the Contractor's workers.



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SP 1-4 PROMPT PAYMENT TO SUBCONTRACTORS

The prime Contractor is responsible for making timely payments to all Subcontractors and Suppliers and provide written certification as required in Section 17-106 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

This Contract requires the Contractor to make payment to all Subcontractors within 10 days of receiving payment from the Authority.

Each month, the construction Project Engineer will review the current pay items with the prime Contractor and all involved Subcontractors to ensure that all work satisfactorily completed within specifications is included in the monthly progress payment. For payment purposes, the same quantity totals used to compute the payment to the prime Contractor will be the basis for payment to the Subcontractor.

If the Subcontractor does not receive payment within the required 10 days, the Subcontractor shall notify the Project Engineer in writing of the amount in dispute including the item numbers and payment quantity for each. The Project Engineer will then notify the Chief of Construction of the dispute. The Chief of Construction or his representative will verbally contact the prime Contractor within 48 hours to ascertain whether or not a performance dispute exists which necessitates non-payment to the Subcontractor. If performance dispute exists, the prime Contractor must demonstrate that there is a valid basis to withhold payment from the Subcontractor. If the prime Contractor withholds payment from a Subcontractor, the prime Contractor shall provide to the Subcontractor written notice of the withholding of payment. The notice shall detail the reasons for withholding payment as well as the amount. A copy of the notice shall be provided to the Surety and the Authority.

If no valid dispute exists, the prime Contractor will be directed to make immediate payment to the Subcontractor. The Subcontractor will be responsible for notifying the Chief of Construction if this payment is not made. Upon receipt of notification, the Chief of Construction will schedule a meeting with the Contractor and Subcontractor to verify and discuss the non-payment issue. This meeting will be held at the Authority's offices within 2 working days of the Authority's contact with the subcontractor. If it is determined that the prime Contractor has withheld payment to the Subcontractor without cause, further progress payments to the prime Contractor will be withheld until the Subcontractor is paid. In addition, the Authority may order a suspension of work or other administrative actions as it sees fit.

If an action is taken as stated above the Contractor shall notify the Authority's Project Engineer when payment is made. After the Authority's Project Engineer verifies that payment has been made to the Subcontractor the Authority shall release withheld progress payments.



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Nothing in this Special Provision shall be construed to prevent the Subcontractor from pursuing a claim with the surety under the prime Contractor's payment bond at any time.

SP 1-5 WORK HOURS

Activities which cause excessive noise shall not be performed between the hours of 9:00 p.m. and 7:00 a.m. Except for the above restrictions, the Contractor will be permitted to work twenty- four (24) hours a day, seven (7) days a week.

SP 1-6 INSURANCE

TC-5.01 INSURANCE

Section TC 5.01 of the Standard Specifications is supplemented as follows:

1. The Contractor shall not commence work under this Contract until he has obtained all of the minimum amounts of insurance required by these Special Provisions and the insurance has been approved by the Engineer. The Contractor shall furnish to the Maryland Transportation Authority ("Authority") duly executed certification of all required insurance on forms satisfactory to the Authority. The certificates of insurance shall state that it is in force and cannot be cancelled, release or non-renewed except upon thirty (30) days prior written notice, registered mail to the Authority. All Contractors' insurance policies, with the exception of the Worker's Compensation and Employer's Liability, shall be endorsed to provide as additional insured the Maryland Transportation Authority and the State of Maryland.
2. The Contractor shall purchase and maintain such insurance as is specified herein which will protect the Authority, its members, employees and agents, as well as the Contractor from claims which may arise out of or as a result of the Contractor's operations under this Contract, whether such operations be by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them or by anyone whose acts for which any of them may be held liable. This insurance shall be maintained in full force until the Contract has been accepted by the Authority and final payment is made.
3. The Authority requires the following minimum levels of insurance coverage for this Contract:
 - a) Worker's Compensation and Employer's Liability

The Contractor shall, at all times, maintain and keep in force such insurance as will protect him from claims under the Worker's Compensation Act of the State of



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Maryland and maintain and keep Employer's Liability Insurance at a limit of **One Hundred Thousand Dollars (\$100,000)** per accident or employee disease, and **Five Hundred Thousand Dollars (\$500,000)** aggregate for disease. The Contractor shall also maintain United States Long Shore and Harbors Act coverage, if such exposure exists.

b) Comprehensive General Liability Insurance

The Contractor shall maintain Comprehensive General Liability Insurance in the amount of at least **One Million Dollars (\$1,000,000)** per person and per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of **Two Million Dollars (\$2,000,000)** aggregate per project. Such insurance shall specifically include the Comprehensive General Liability Broad Form Endorsement and indicate explosion, collapse, and underground damage coverage. Harford County is to be additional insured in the Contractor's general liability insurance. Harford County is to be named insured in the builder's policy.

c) Comprehensive Automobile Liability Insurance

The Contractor shall maintain Comprehensive Automobile Liability Insurance (including all automotive equipment owned, operated, rented, or leased), in the amount of at least **One Million Dollars (\$1,000,000)** Combined Single Limit for bodily injury and property damage.

d) Additional Insurance

The Contractor shall also procure and keep in effect:

Excess liability (umbrella coverage) in excess of and applicable to the coverage in the Comprehensive General Public Liability and Property Damage Insurance, "X, C, U" and Comprehensive Automobile Insurance in the amount of at least **One Million Dollars (\$1,000,000)** for each occurrence and subject to a **One Million Dollar (\$1,000,000)** per aggregate limit. Harford County is to be additional insured in the Contractor's umbrella excess insurance. Harford County is to be named insured in the builder's policy.

4. Accident Notification - The Contractor shall send a written report to the Engineer and to the Maryland Transportation Authority within twenty-four (24) hours of any accident or other event arising in any manner from the performance of the Contract which results in or might result in personal injury or property damage.



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5. The Contractor shall comply with all insurance and other related requirements outlined in the memorandum of understanding by and between Maryland Department of Health and Mental Hygiene and the Maryland Transportation Authority, located in Appendix B, and the memorandum of understanding by and between Harford County, Department of Parks and Recreation and the Maryland Transportation Authority, located in Appendix C.
6. Failure to comply with these Special Provisions may lead to termination from default/convenience.
7. There will be no special payment for the insurance as required by this Contract and all costs incidental thereto shall be included in the (Lump Sum for "Mobilization", (refer to Section 108), or if the Contract does not include such an item, the insurance costs are to be included in other pay items for the Proposal.

For Informational Purposes Only

SP 1-7 MINORITY BUSINESS ENTERPRISE REGULATIONS GOVERNING CONSTRUCTION CONTRACTS IN EXCESS OF \$50,000 EFFECTIVE JULY 1, 2001.

GP - 7.29 of the General Provisions is supplemented as follows:

The Contractor shall:

1. Identify specific work categories appropriate for subcontracting;
2. At least 10 days before bid opening, solicit Minority Business Enterprises, through written notice that:
 - a) Describe the categories of work: and,
 - b) Provide information regarding the type of work being solicited and specific instructions on how to submit a bid.
3. Attempt to make personal contact with Minority Business firms:
4. Assist Minority Business Enterprises to fulfill bonding requirements or to obtain a waiver of these requirements:
5. Upon acceptance of a bid, provide the Maryland Transportation Authority ("Authority" or "MDTA") with a list of Minority Businesses with whom the Contractor negotiated, including price quotes from Minority and Non-minority firms.



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Third Tier Subcontracting:

Third Tier MBE/DBE Subcontracting will be approved by the Authority only when the Authority is satisfied that there is no way except by Third Tier contracting that an MBE/DBE goal can be achieved. The Contractor's written request must be submitted with the bid and contain specifics as to why a Third Tier contracting agreement is being requested.

Waivers:

If for any reason the bidder/offeror is unable to achieve the specified overall Contract goal or subgoals for each certified MBE classification, the bidder/offeror must request, in writing, on Attachment A, (Certified MBE Utilization and Fair Solicitation Affidavit), a waiver at time of bid.

Strict adherence regarding documentation of the rationale for the waiver request and documentation of "Good Faith Efforts" of the Contractor are required for consideration of any waiver. For additional information on waivers, please see COMAR 21.11.03.11.

Criminal Fraud Provisions:

All Contractors are reminded that Criminal Fraud Provision and Administrative Sanctions may be imposed for failure to achieve and maintain established MBE/DBE goals.

SP 1-8 PROGRESS SCHEDULE REQUIREMENTS

Refer to Section 110 of the Standard Specifications.

SP 1-9 CORPORATE REGISTRATION

A foreign corporation is any corporation not incorporated under the laws of the State of Maryland. All foreign corporations, prior to performing any services for the Authority, must register with the Maryland State Department of Assessment and Taxation in compliance with Subtitle 2, Title 7, of the Corporations and Associations Article of the Annotated Code of Maryland. Compliance is required of the successful vendor as well as the proposed subcontractors.

To accomplish the required registration, a foreign corporation must request and complete "Qualification Application Forms" which can be obtained from the Department of Assessment and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Forms can be obtained via web site at e-mail address: www.dat.state.md.us.



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The Contractor will be responsible for documenting compliance with the aforesaid. This documentation will be required prior to the execution of a contract with the successful bidder.

SP 1-10 CONTRACTOR'S EMPLOYEE IDENTIFICATION

The Contractor shall provide to the Authority, a list containing the following for Contractor and all sub-contractors that would be working at the site. This shall include trucking companies who would come to the site on a repetitive basis for supply or remove materials:

Name of Company
Name and title of contact person
Address of the Company
Phone number
Facsimile number
E-Mail address of contact person (if any)

All Contractor's employees, including employees of subcontractors, on this project, present at the site, shall be in possession of a valid employee identification card provided by the Employer, which shall contain a photograph and identify the employee by name and job title. The employee must produce the said identification if required by the Engineer or the Authority Police.

When working in or around the Authority's buildings, said employees identification shall be displayed at all time.

While working in the Tunnels or on one of the major bridges of the Authority, Contractor's personnel shall have an ID decal displayed on their hardhat. These decals will be provided by the Authority. All of the Contractor's vehicles shall have a parking decal, attached to the rear view mirror. These parking decals will also be provided by the Authority and a distribution list will be maintained. At the time of project completion these decals shall be returned to the Authority. Requests for hardhat and rearview mirror decals shall be made to the Construction Section before the beginning of construction and should include the number required of each type of decal.

All costs associated with ID's will not be paid for separately and shall be incorporated under other items of payment in the Contract.



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SP 1-11 CONTRACT DRAWINGS

All Contract drawings will be provided electronically on a CD.

SP 1-12 ADDENDA

At the discretion of the Authority, addenda may be supplied either electronically, on CD, or hard copies, on paper.

SP 1-13 UTILITIES SHOWN ON DRAWINGS

The existing utilities and obstructions shown on these plans are from the best available records and shall be verified by the Contractor to his own satisfaction prior to construction.

All existing utilities shall be located by the Contractor's utility locating contractor prior to the commencement of planting operations.

Repairs or replacement to utilities or property damaged as a result of Contractor's negligence or method of operation shall be made at the contractor's expense to the satisfaction of the MDTA.

The contractor shall perform all work in a manner that will ensure the safety of the general public, employees of the contractor, and the MDTA at all times.



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**GENERAL PROVISIONS
GP-SECTION 1
DEFINITIONS AND TERMS**

GP-1.03 ORGANIZATIONAL DEFINITIONS

Revise the definition of Administration to read as follows:

Administration – The word "Administration" shall mean "Maryland Transportation Authority".

Except for Office of Materials and Research, all references to the Maryland State Highway Administration's offices and positions shall mean the Authority's corresponding offices and positions.



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**GENERAL PROVISIONS
GP-SECTION 1
DEFINITIONS AND TERMS**

GP-1.05 DEFINITIONS

GP7 **ADD:** The following after State.

Subcontract—Any agreement entered into by the Contractor or a subcontractor for a portion of the construction or any other part of the work in connection with, and under the terms of, the Contract.

DELETE: The Subcontractor definition in its entirety.

INSERT: The following.

Subcontractor—Any person undertaking a portion of the construction or any other part of the work under the terms of the Contract, by virtue of an agreement with the Contractor or a subcontractor, who prior to such undertaking has received the approval of the Administration. Subcontractor does not include an employee with an employment contract, or an employee organization with a collective bargaining agreement.

ADD: The following after Surety.

Third Tier Contracting—The process in which the Contractor subcontracts a portion of the Contract to a subcontractor who in turn subcontracts a portion of a subcontract to a third party. This latter action is termed entering into a third tier Contract.



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**GENERAL PROVISIONS
GP-SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

GP-2.04 SITE INVESTIGATION

Revise the paragraph to read as follows:

The Contractor acknowledges that it has investigated and satisfied itself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, and confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. Any failure by the Contractor to acquaint itself with the available information may not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.



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**GENERAL PROVISIONS
GP-SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

GP-2.06 PREPARATION OF THE BID

GP9 **ADD:** After paragraph (a), the following.

The Contractor may elect to submit its bid on forms it has generated in the development of its bid. These may be submitted in lieu of the schedule of prices bid forms furnished by the Administration in the Invitation for Bids. These forms shall emulate the forms currently furnished by the Administrations and, as a minimum, contain the following information.

- (1) State (MDTA) Contract No.;
- (2) State Item Nos.;
- (3) State's Proposed Quantities;
- (4) Description of Items;
- (5) Unit Price;
- (6) Total Cost of Each Item; and
- (7) Total Bid Amount.

The document shall be 8-1/2 x 11 inches, and oriented in a landscape format. The font size shall be no less than 10 points with horizontal lines dividing each item. Any addendum which revised items or quantities shall be noted on all affected schedule of prices sheets. Any special bid requirements that are noted in the schedule of prices shall also be listed on the form.

Should the Contractor elect to submit bids on the Contractor's own forms, the Contractor shall submit a sample of the form to the Administration at least two weeks prior to the scheduled opening of bids. The use of Contractor generated forms shall be approved, in writing, prior to their use. If the Contractor's forms were previously approved in writing on another Administration project and have not changed, they need not be resubmitted for this project.



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Sample forms shall be submitted to:

Ms. Sandra Clifford
Chief Procurement Officer
Maryland Transportation Authority
300 Authority Drive
Baltimore, MD 21222



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**GENERAL PROVISIONS
GP-SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

GP-2.23 BID PROTESTS

Section GP 2.23 of the General Provisions is supplemented as follows:

The Board of Public Works does not have the jurisdiction to consider protests relating to this solicitation or an award of this Contract under this solicitation.

All protests relating to this solicitation, the selection, and/or award must be filed in writing with the Authority's Procurement Officer, within the time limitations set forth in COMAR 21.10.07 and 21.10.02. Bid protests shall be filed not later than 7 days after the basis for protest is known, or should have been known, whichever is earlier. Oral protests will not be considered.

The specific details of the protest procedures to be followed by aggrieved actual or prospective bidders or offerors are contained in COMAR 21.10.



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**GENERAL PROVISIONS
GP - SECTION 4
SCOPE OF WORK**

GP-4.10 WARRANTY OF CONSTRUCTION

GP 4.10 of the Standard Specifications is revised to read as follows:

Delete: The first paragraph in its entirety.

Insert: The following:

The Warranty as defined under paragraphs A through G in GP 4.10 (Warranty of Construction) shall apply to this Maryland Transportation Authority Contract unless specified elsewhere in this Invitation for Bids.



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**GENERAL PROVISIONS
GP - SECTION 5
CONTROL OF THE WORK**

GP-5.01 AUTHORITY OF THE PROCUREMENT OFFICER

Add the following paragraph:

(d) The I-95 GEC Partners have been named the Authority's Designee acting as Program Managers for the I-95 Section 100 Off-Site Reforestation Project. As such, all correspondence and/or submittals regarding this Contract after Notice to Proceed has been issued shall be addressed to:

Mr. David Greenwood, P.E., Program Director
I-95 GEC Partners
8019 Corporate Drive – Suite F
Baltimore, MD 21236
Attention: Mr. Gradon Tobery, Construction Project Manager.
Phone: 410-931-0808
Fax: 410-931-4110



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GENERAL PROVISIONS

GP - SECTION 7

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

GP-7.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS

40 ADD: After the last paragraph.

All Contractor personnel shall comply with the following at a minimum, unless otherwise determined unsafe or inappropriate in accordance with the regulations referenced in the Specifications: 1. Hard hats shall be worn while participating in or observing all types of field work when outside participating in or supervising construction. 2. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the referenced regulations. 3. Adequate eye protection shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. 4. Safety vest shall be worn by all personnel exposed to vehicular traffic and construction equipment. 5. Standards and guidelines of the current Maryland State Highway Administration's work zone safety shall be used when setting, reviewing, and removing traffic controls. 6. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. 7. All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Maryland Occupational Safety and Health agency (MOSH). If extension cords are used, they shall be free of defects and designed for their environment and intended use. 8. No person shall enter a confined space without training, permits and authorization. 9. Fall protection devices shall be used in accordance with the referenced regulations.



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**GENERAL PROVISIONS
GP SECTION 8
PROSECUTION AND PROGRESS**

GP-8.09 LIQUIDATED DAMAGES

DELETED: Section GP 8.09 in its entirety

INSERT: the following.

Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion.

For every calendar day that the Contract remains uncompleted after the expiration of the Contract time specified herein, or as amended by extra work authorization, change orders or supplemental agreements, the Contractor will be liable for Liquidated Damages. The amount of Liquidated Damages shall be as specified in Contract Time and Bonding. This amount shall be deducted from any money due the Contractor, not as a penalty, but as Liquidated Damages. Damages in excess of any retained percentage shall be paid to the Authority by the Contractor.

Refer to Contract time and Bonding sheet contained elsewhere herein.



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**GENERAL PROVISIONS
GP SECTION 9
PAYMENT**

GP70 **DELETED:** GP 9.01 SCOPE OF PAYMENT in its entirety

INSERT: the following.

GP-9.01 SCOPE OF PAYMENT

Payment to the Contractor will be made for the actual quantities of Contract items performed in accordance with the Plans and Specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the bid schedule, the Contract unit prices will still prevail, except as provided in GP-4.04 Variations in Estimated Quantities.

The payment of any partial estimate or of any retained percentage except by and under the approved final estimate and voucher, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

When requested in writing by the Contractor and approved by the procurement officer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site. Material for which payment has been made, wholly or partially, shall not be removed from the worksite or other approved site.

Payment to the Contractor under this section for materials on hand in no way will be construed as acceptance by the Administration of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in accordance with GP-5.13.

The Contractor shall indicate his Federal Tax Identification or Social Security Number on the face of each invoice billed to the State.

On Contracts in excess of \$25,000, the Contractor and any subcontractor with a lower tier subcontract, prior to receiving a progress or final payment under this Contract, shall first certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payments, from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them.



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The Contractor shall also obtain from each subcontractor a certification that it has made payment from proceeds of prior payments to any of its lower tier subcontractors, and will make timely payments to its lower tier subcontractors and suppliers in accordance with its contractual arrangements with them. This certification is not required from subcontractors who have no lower tier subcontracts. These certifications may be required by the procurement officer for contracts of \$25,000 or less.

In addition to any other remedies provided by law or this Contract, any Contractor or subcontractor of any tier who fails to make payments as required by the certifications set forth in the above paragraphs within thirty (30) days from the date such payment is due shall be obligated to include with such payment interest at the rate of 10 percent per annum from the date the payment was due to the date the payment was actually made to the subcontractor or lower tier subcontractor.



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**GENERAL PROVISIONS
GP SECTION 9
PAYMENT**

GP-9.05 LATE PAYMENTS

ADD the following:

- (e) Payments will be made within thirty (30) days of the date when the Contract amount becomes due and payable or the date of receipt of a proper invoice, whichever is later. The State's failure to remit payment within forty-five (45) days from that date may entitle the Contractor to interest at the rate of 10% per annum beginning on the 31st day.



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**TERMS AND CONDITIONS
TC SECTION 1
REFERENCES AND DEFINITIONS**

TC-1.01 REFERENCES

- 1 **ADD**: As the third paragraph.

References to all specifications and procedures shall be understood to be the most recently published standard at the time of advertisement unless otherwise specified in the Contract Documents.



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TERMS AND CONDITIONS

**TC SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

87 **DELETE:** TC-2.01 PROJECT CLASSIFICATION in its entirety.

INSERT: The following.

TC-2.01 PROJECT CLASSIFICATION

The Administration will estimate the cost of the Contract and classify it within one cost group and letter designation as follows:

COST GROUP ESTIMATE	COST GROUP LETTER CLASS
Up to \$ 100 000	A
\$ 100 001 to \$ 500 000	B
\$ 500 001 to \$ 1 000 000	C
\$ 1 000 001 to \$ 2 500 000	D
\$ 2 500 001 to \$ 5 000 000	E
\$ 5 000 001 to \$ 10 000 000	F
\$ 10 000 001 to \$ 15 000 000	G
\$ 15 000 001 to \$ 30 000 000	H
\$ 30 000 001 to \$ 50 000 000	I
\$ 50 000 001 to \$ 75 000 000	J
\$ 75 000 001 to \$ 100 000 000	K
Over \$ 100 000 000	L

The letter designation will be published as part of the Notice to Contractors.



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**TERMS AND CONDITIONS
TC SECTION 3
SCOPE OF WORK**

TC-3.01 GOVERNING ORDER OF CONTRACT DOCUMENTS

11 **DELETE**: The first paragraph in its entirety.

INSERT: The following.

The Contract Documents, including but not limited to the Standard Specifications, the Plans, Special Provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In the event of any discrepancy between the drawing and written figures thereon, the written figures, unless obviously incorrect, will govern over the drawing. In the event of any discrepancy between the various Contract Documents, the governing order from highest to lowest shall be Special Provisions, Plans, and Standard Specifications.

TC-3.03 CONTINGENT ITEMS

12 **DELETE**: In the second paragraph the last sentence "Neither party shall . . . of such items."

INSERT: The following.

The requirements of GP-4.04 (Variations in Estimated Quantities) and TC-7.07 (Eliminated Items) shall apply.



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**TERMS AND CONDITIONS
TC SECTION 4
CONTROL OF WORK**

TC-4.01 SHOP PLANS AND WORKING DRAWINGS

DELETE: Section (a) in its entirety

INSERT: The following.

(a) Substitution of equipment or materials other than those specified will be considered, providing, in the opinion of the Engineer, such equipment or material is equal to, or better than specified. The decision of the Engineer with respect to approval or disapproval of any material or equipment proposed to be substituted as an “or equal” is final. The Contractor shall have no claim of any sort by reason of such decision.

If the Contractor proposes to substitute materials or equipment as “or equal” to those specified, it shall be its responsibility to furnish, in addition to the information discussed above, a point by point comparison of the material or equipment specified under the Contract and that proposed to be substituted. The burden of responsibility in furnishing this information is with the Contractor.

If the substitute material or equipment requires any re-design or affects other aspects of the project, the Contractor shall be responsible to provide such re-design including details and to adjust elements as necessary to achieve the re-design at no additional cost to the Authority. Cost saving re-designs will be considered under the value engineering specifications.

If incomplete or irrelevant data is submitted as evidence of compliance with Specifications, Special Provisions, or Plans, the data will be returned and the request for approval of working drawings will be denied.

The Contractor shall provide, at no additional cost to the Authority, all required working drawings which shall be thoroughly checked and stamped by the Contractor, after which they shall be submitted to the Engineer for review. The Engineer may reject working drawings and return them for revisions, in which case the Contractor shall submit revised working drawings as required. No items involving working drawings shall be incorporated into the work until working drawings have been accepted by the Engineer; however, acceptance shall not relieve the Contractor of any responsibility in connection with the working drawings.

The working drawings shall be prepared on sheets no smaller than 8.5" x 11" and no larger than 22" x 34". The sheet size and scale of the drawings shall be appropriate for the work depicted.



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All working drawings shall be submitted by the Contractor. Working drawings submitted directly by subcontractors, fabricators, suppliers, etc. will NOT be accepted. Acceptance of a material source or equipment source by the Engineer or the Authority shall NOT constitute approval of the material or equipment nor approval of the materials or equipment as a substitute or an "equal" product.

Requests for information (RFI) may be submitted by the Contractor as required to clarify the Contract requirements. RFI's shall be subject to the same submittal requirements described below for other submittals required by the Contract.

Working drawings for standard scuppers are not required. A sketch or statement specifying the type and number of standard scuppers required and the length of the downspout is acceptable.

ADD: The following.

The working drawings and all other submittals required by the Contract shall be submitted electronically via email as Word or PDF files (FAXES are NOT acceptable). Reviewed working drawings shall be returned to the Contractor via email or regular mail.

The minimum computer requirements for use of the secure website are as follows:

- Hardware
 - Dictated by the Internet Browser: ensure the hardware meets minimum requirements specified by the browser manufacturer.
- Operating System
 - NT 4.0 (w/SP 6a), Windows 2000 or Windows XP for full functionality.
- Internet Browser
 - Microsoft Internet Explorer 5.x or 6.x (7.x not currently supported);
 - Netscape Navigator / Communicator 4.7x (6.x and 7.x not currently supported).
- Internet Access
 - High-speed access (DSL, ISDN, T1, cable-modem or similar).
- Pop-up Blockers
 - Disable.



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- Spyware
 - *Can* interfere with operation: recommend monitoring or blocking, and periodic cleaning.

ADD: The following.

Electronic Submittal Format. All electronic submittals shall be in a format readable by the Authority. The submittals shall be in Adobe portable document format (PDF) compatible with version 6.0 of Adobe Acrobat.

Submittals shall be submitted as single files or multiple files. Multiple files shall be used for submittals that are over 5 MB in size. Submittals shall be broken into files of approximately 5 MB. Submittals made as multiple files shall be accompanied by a text file that describes the contents of each file and the total number of files in the submittal.

The first page of each submittal shall be a cover page. The cover page must be in the 8.5" x 11" sheet format. The cover page must include:

The Contract number.

The Contract title.

Submittal Number. For each project (Contract), a sequential number starting with number 1 shall be used. Where a submittal is rejected, or otherwise requires resubmittal or replacement, the Submittal number shall be appended with an "R" followed by the revision number.

The Contractor's name, mailing address, contact phone number and contact email address.

The relevant line items in the Contract that the submittal is associated with.

A brief description of the materials or data represented in the submittal package.

The date of the submittal.

The manufacturer's name, web-site address, mailing address, and contact phone number, if applicable.

The vendor's or reseller's name, web-site address, mailing address, and contact phone number if applicable.



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The cover page must contain a 6" x 3" blank space where engineering stamps may be placed (electronically) without covering data in the page.

The electronic file must not be secured. The review process for electronic submittals will place electronic stamps and may include electronic comments in the electronic submittals by the Contractor. Any security or compatibility problems that prevent the use of the electronic stamps or electronic commenting will render the submittal unacceptable. The returned file may be secured to prevent accidental changes.

ADD: The following.

File Naming Conventions and rules. It is necessary and required that file naming conventions and rules be followed to lend to organization and reduce confusion regarding the electronic submissions. Submittals that do not follow the file naming conventions described herein will be rejected without review. Strict adherence to the file naming rules is required. The file names for electronic submissions shall follow these rules:

1. The first six characters must be the first six characters of the Contract number. For example, for this Contract, KH 2451-000-006, the first six characters of the file name must be KH2451.
2. The seventh character must be a dash.
3. The eighth through tenth characters shall be the text format. "SUB" short for Working Drawing and Catalog submittals, "RFI" short for Request for Information, "SOS" short for Source of Supply, "LTR" short for letter (correspondence), "SAP" short for Subcontractor Approval Request, and "MD" short for Mix Design submittals.
4. The eleventh character must be a dash.
5. The twelfth through fourteenth characters must be the submittal number, e.g., 001.
6. In the event of a re-submittal, the 15th character will be an R followed by the revision number.
7. The remaining filename characters may be any short descriptive characters that may be useful to identify the nature of the submittal (fewer than 40 additional characters). If multiple files are used to make a submittal, the indication "File X of Y" shall be included in this part of the file name, where "X" is a two digit number indicating the where in the sequence of files the file falls and "Y" is the total number of files. The value of "X" shall not exceed the value of "Y".



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8. Examples of filenames:
 - i. Original Submission:
 1. KH2451-SUB-001-Plant Material Sources.pdf
 2. KH2451-LTR-002-Planting Schedule.pdf
 - ii. Resubmission:
 1. KH2451-SUB-001R2- Plant Material Sources.pdf
 2. KH2451-LTR-002R4-Planting Schedule.pdf
 - iii. Submission with multiple files:
 1. KH2451-SUB-006-Fertilizer Cut Sheets 02 of 05.pdf

ADD: Section TC 4.01 of the Specifications is amended:

Immediately upon approval, the Contractor shall arrange for delivery of three print copies of working drawings and submittals for use by the inspection staff. The delivery of printed drawings and submittals shall be within ten working days. All costs for such reproduction shall be considered incidental to the various items of work in the Contract and no additional payment shall be made therefore.

In addition to the electronic submission requirement, the Contractor must provide one original copy for all correspondence.

The Contractor shall allow 30 Calendar days turnaround time on all shop drawings and material submittal from the date they are received by the Authority. All shop plans and working drawings shall be reviewed and approved by the Contractor prior to submitting for approval to the Maryland Transportation Authority and shall be submitted by the general Contractor only. No drawings sent to the Authority directly by subcontractors, fabricators, etc. will be accepted.



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Scheduling & Additional Requirements:

All shop plans and working drawings shall be reviewed and approved by the Contractor prior to submitting for approval to the Maryland Transportation Authority and shall be submitted by the general Contractor only. No drawings sent to the Authority directly by subcontractors, fabricators, etc. will be accepted.

Acceptance of a material source by the Engineer does not constitute approval of the material as a substitute as an "equal". Submission of a material as an "or equal" must be done in accordance with the following paragraphs:

All shop drawings, regardless if "Submitted as Specified" or "Submitted as Equal to Specified", shall be furnished with complete, specific, detailed information from the manufacturer or supplier or the material or equipment the Contractor proposes to furnish, in which the requirements of the Specifications are clearly shown to be met. This shall include a point by point comparison with the detail requirements of the Specifications.

When any article is specified by trade name of manufacturer with or without the clause "or equal", it is intended to establish the quality of the article. If the Contractor proposes to use material or equipment of another manufacturer as an "or equal" to material or equipment specified, all shop drawings shall conform to the following requirements, conditions, and procedure:

1. Substitution of equipment or materials other than those specified will be considered, provided, in the opinion of the Engineer, such equipment or material is equal to, or better than specified. The decision of the Engineer with respect to approval or disapproval of any material or equipment proposed to be substituted as an "or equal" is final. The Contractor shall have no claim of any sort by reason of such decision.

2. If the Contractor proposes to substitute materials or equipment as "or equal" to those specified, it shall be its responsibility to furnish, in addition to the information discussed above, a point by point comparison of the material or equipment specified under the Contract and that proposed to be substituted. The burden of responsibility in furnishing this information is with the Contractor.

If incomplete or irrelevant data is submitted as evidence of compliance with this section of the Specifications, the data will be returned and the request for approval will be denied.



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TERMS AND CONDITIONS

**TC SECTION 4
CONTROL OF WORK**

TC99 **ADD**: After TC-4.04.

TC-4.05 DISPUTE MEDIATION

When a dispute arises out of or relates to the Contract or breach thereof, and if the dispute can not be settled through negotiation or the partnering issue resolution process, either party may first elect to try in good faith to settle the dispute by non-binding mediation administered by a mutually agreed upon qualified mediator before proceeding with other dispute resolution procedures including litigation.



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**TERMS AND CONDITIONS
TC SECTION 5
LEGAL RELATIONS AND PROGRESS**

TC-5.01 INSURANCE

17 **DELETE:** The first three paragraphs under TC-5.01 in their entirety.

INSERT: The following.

The requirement of GP-7.14 (Liability Insurance) to submit Certificate of Insurance prior to starting work is modified for Administration Contracts to require the certificate of insurance to be submitted prior to the execution of the Contract.

The Contractor shall maintain in full force and effect third party legal liability insurance necessary to cover claims arising from the Contractor's operations under this agreement which cause damage to the person or property of third parties. The insurance shall be under a standard commercial general liability (CGL) form endorsed as necessary to comply with the above requirements; or other liability insurance form deemed acceptable by the State. The State of Maryland and Harford County shall be listed as an additional named insured on the policy. The limit of liability shall be no less than **\$1,000,000 per occurrence/\$2,000,000** general aggregate. The insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. The policies shall be endorsed to provide 30 days notice of cancellation or non-renewal and submitted to:

Construction Project Manager
Gradon Tobery
Phone: 410-931-0808
Fax: 410-931-4110
I-95 Express Toll Lanes (ETL)
8019 Corporate Drive – Suite F
Baltimore, MD 21236



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**TERMS AND CONDITIONS
TC SECTION 6
RESTRICTIONS AND PERMITS**

25 **DELETE:** TC-6.08 HAZARDOUS MATERIALS in their entirety.

INSERT: The following.

TC-6.08 HAZARDOUS MATERIAL

(a) If the Contractor encounters or exposes during construction any abnormal conditions which indicate the presence of a hazardous material or toxic waste, work in the area shall immediately be suspended and the Engineer notified. The Contractor's operations in this area shall not resume until permitted by the Engineer; however, the Contractor may continue working in other areas of the project, unless directed otherwise.

Abnormal conditions shall include, but not be limited to the presence of barrels, obnoxious or unusual odors, excessively hot earth, smoke, or any other condition which could be a possible indicator of hazardous material or toxic waste.

Where the Contractor performs necessary work required to dispose of these materials and no items have been identified in the Contract Documents, the work shall be performed under an extra work order.

(b) For any material furnished on the project by the Contractor suspected to be hazardous or toxic the Engineer may require the Contractor to have it tested and certified to be in conformance with all applicable requirements and regulations. Material found to be hazardous or toxic shall not be incorporated into the work. The required testing will be determined by the Engineer and may include, but not be limited to, the EPA Toxicity Characteristic Leaching Procedure (TCLP) or its successor. The evaluation and interpretation of the test data will be made by the Engineer. Testing and certification shall be at no additional cost to the Administration.

(c) Disposition of the hazardous material or toxic waste shall be made in conformance with all applicable requirements and regulations.



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**CATEGORY 700
LANDSCAPING**

**SECTION 710 – TREE, SHRUB, AND PERENNIAL INSTALLATION AND
ESTABLISHMENT**

GENERAL NOTE:

CHANGE: Throughout the specification the term “Landscape Operations Division” shall be changed to “MDTA (the Authority)”.

710.03.02 Submittals and Inspection.

CHANGE: (b) Installation Phase Schedule

First sentence: Delete “30 days” and insert “15 calendar days”.

CHANGE: (c) Plant Material Inspection and Approval

Delete “Landscape Operations Division” and insert “MDTA Landscape Architect”.

Add after the first sentence: “Only balled and burlapped (B&B) trees shall be furnished for the 1-inch caliper and 2-inch caliper trees in this Contract.”

710.03.09 Installing.

CHANGE: Delete third sentence and insert “Cut and remove the tops of wire baskets. The cuts shall be made as close to the bottom of the plant pit as possible.”

710.03.18 Unacceptable Plants and Replacement Plants.

INSERT: At the end of the second paragraph add a sentence: “All plants shall be in a healthy and thriving condition, typical of their genus and species, to be acceptable”.



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710.03.22 Establishment Phase.

CHANGE: (c) Pest Management.

Delete the third sentence and insert "Remove all weeds in the tree pit areas prior to the inspections."



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**CATEGORY 700
LANDSCAPING**

SECTION 717 – TREE PROTECTION SLEEVE

717.01 DESCRIPTION. This work shall consist of furnishing and installing tree protection sleeves around deciduous reforestation trees as specified in the Contract Documents or as directed by the Engineer.

717.02 MATERIALS.

717.02.01 Tree Sleeves. The 3-foot high tree protection sleeves shall consist of 4 inch diameter, high-strength/ heavy duty, open weave mesh (not to exceed 3/4 inch x 3/4 inch grid) to prohibit harboring of insects and animals and prevent moisture/mildew build-up. Material shall be UV stable rigid plastic, black in color, with an expected useful lifespan of a minimum of 5 years.

717.02.02 Fastening Ties. Ties shall be approximately 3/16 inch x 11 inch in length and made of black UV treated plastic with releasable, ratchet locking mechanism to fasten to white oak stake.

717.02.03 White Oak Stakes. Stakes shall be a minimum of 1 inch x 1 inch x 47 inch in size and consist of straight, rot-resistant, white oak heartwood with pencil-point ground on one end.

717.03 CONSTRUCTION. Tree protection sleeves shall be installed immediately following planting as specified in the Contract Documents or as directed by the Engineer.

- (a) **Installation.** Tree protection sleeves shall be installed according to the following sequence and all manufacturer's instructions shall be followed.
- (1) Prepare site and install trees according to specifications.
 - (2) Carefully wrap tree protection sleeve around installed tree, centering the tree within the tree sleeve.
 - (3) Place one white oak stake upright so that it rests outside and next to the tree protection sleeve. Drive the stake into the ground until the top of the stake is approximately 12 inches below top of tree protection sleeve. Do not drive the stake into any structural roots.
 - (4) Evenly space two fastening ties along the tree protection sleeve and tighten ties to secure the stake to the tree protection sleeve.



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- (b) **Maintenance.** Tree protection sleeves shall be checked monthly after installation to ensure that the tree protection sleeves are upright, ties are tight, and stakes are providing the designed support.
- (c) **Equipment.** No equipment is necessary for installing tree sleeves.
- (d) **Clean up.** All waste material resulting from the operation shall be removed from the site and disposed of in a manner approved by the Engineer. The material shall not be left on site.
- (e) Tree protection sleeves shall remain in place after the completion of the Establishment Phase and Final Acceptance. The tree protection sleeves will be removed by others at a future date.

717.04 MEASUREMENT AND PAYMENT. Installation of tree protection sleeves, oak stakes, and nylon ties will be measured and paid for at the Contract Unit Price per each tree protection sleeve item specified in the Contract Documents. The payment will be full compensation for all tree protection sleeves, oak stakes, nylon ties, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.



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**CATEGORY 700
LANDSCAPING**

SECTION 718 – REFORESTATION AREA SIGNAGE

718.01 DESCRIPTION. This work shall consist of furnishing and installing reforestation area signage at the Mariner Point Park site as indicated on the Contract Documents or as directed by the Engineer.

718.02 MATERIALS.

718.02.01 Reforestation Area Signs. 11-inch+/- by 15-inch+/- commercially available plastic screen printed signs with the words “Reforestation Project” or other text as approved by the Engineer.

718.02.02 Oak Stakes. Stakes shall be 2 inches x 2 inches x 60 inches in size and consist of straight, rot-resistant, oak heartwood with a point on one end.

718.02.03 Screws. Screws shall be galvanized and have a round head. Their diameter shall be 1/8 to 1/4 inch and they shall be 1-1/4 inches long.

718.03 CONSTRUCTION. Reforestation area signs shall be installed immediately following the completion of the reforestation planting or as directed by the Engineer.

- (a) **Installation.** Reforestation area signs shall be installed at the spacing indicated on the Contract drawings.
 - (1) Each stake shall be driven firmly into the ground to a depth of 10 to 12 inches and shall be plumb.
 - (2) Align the top of the sign with the top of the stake. The active face of the sign shall face the bituminous walkway. Attach one sign to each stake using a minimum of two screws per sign.
- (b) **Maintenance.** Reforestation area signs shall be checked at each site visit during the Establishment Phase required for Specification Section 710 to ensure that the sign stakes are plumb and the signs are properly fastened to the stakes.
- (c) **Clean up.** All waste material resulting from the reforestation area sign installation work shall be removed from the site and disposed of in a manner approved by the Engineer.



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715.04 MEASUREMENT AND PAYMENT. Installation of reforestation area signs will be measured and paid for at the Contract Unit Price per each reforestation area sign item specified in the Contract Documents. The payment will be full compensation for all reforestation area signs, oak stakes, and screws, and for all material, labor, equipment, tools, and incidentals necessary to complete the work and the maintenance of the signs.



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**CATEGORY 700
LANDSCAPING**

SECTION 719 – MOWING

719.01 DESCRIPTION. This work shall consist of furnishing and installing mowing limit stakes and periodic mowing at the Mariner Point Park site as indicated on the Contract Documents or as directed by the Engineer.

719.02 MATERIALS.

719.02.01 Mowing Limit Stakes. Stakes shall be oak and 1 inch+/- x 3 inches +/- x 24 to 30 inches long. The top 2 inches of the stake shall be painted red and the letters MOW painted upon each stake.

719.03 CONSTRUCTION.

- (a) **Installation of mowing limit stakes.** Mowing limit stakes shall be placed at 50 to 75 foot intervals. The letters MOW shall face the bituminous walkway or outward from the mowing areas.
- (b) **Mowing.** Mowing shall be performed within the limits indicated on the Contract Documents at six-week intervals, or as directed by the Engineer, during the growing seasons. The turf shall be cut to a height of 4 to 6 inches. Turf clippings shall remain in place after mowing operations.

719.04 MEASUREMENT AND PAYMENT. Mowing will be measured and paid for at the Contract Unit Price per each mowing performed. No separate measurement or payment will be made for the mowing limit stakes. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.



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**CATEGORY 900
MATERIALS**

SECTION 920.07 - PLANT MATERIALS

GENERAL NOTE:

CHANGE: Throughout the specification the term “Landscape Operations Division” shall be changed to “MDTA (the Authority)”.

920.07.02 Plant Material Inspection.

CHANGE: (b) **Scheduling.**

Second sentence: Delete “within Maryland, and at least 45 days notice to schedule an Inspection outside Maryland.”

920.07.03 (a) Hardiness Zones of Origin.

CHANGE: First sentence: After the words and numbers “hardiness zones, 5, 6, or 7” insert “, in the states of Maryland, Delaware, Virginia, New Jersey, Pennsylvania, or New York”.

INSERT: After the last sentence add the following:

“The major roots of the deciduous and evergreen trees shall not be more than 2 inches below the top of their root ball. This measurement shall be made 4 inches from the tree’s trunk at multiple locations around the root ball.”



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