

PROJECT MANUAL

FOR

ADA PATHWAYS

AT

HISTORIC ST. MARY'S CITY COMMISSION

18559 Hogaboom Lane

St. Mary's City, Maryland 20686

FOR THE

DEPARTMENT OF GENERAL SERVICES

DGS PROJECT NUMBER: SM-000-220-001

PROJECT CLASSIFICATION: B

DATE: August 9, 2023

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

DEPARTMENT OF GENERAL SERVICES

Atif T. Chaudhry, Secretary
301 West Preston Street, Room 1405
Baltimore, Maryland 21201

BOARD OF PUBLIC WORKS

Wes Moore, Governor
Brooke E. Lierman, Comptroller
Dereck E. Davis, Treasurer

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DIVISION 0 – PROCUREMENT & CONTRACTING REQUIREMENTS

- Notice to Bidders – Solicitation Fact Sheet (eMaryland Marketplace Advantage attachment)
- Instructions to Bidders for Construction Projects (July 1, 2022) (eMaryland Marketplace Advantage attachment)
- General Conditions for Construction Contracts (July 1, 2022) (eMaryland Marketplace Advantage attachment)
- Bid Proposal Affidavit (eMaryland Marketplace Advantage attachment)
- State Funded Construction Projects – Payment of Employee Health Care Expenses (eMaryland Marketplace Advantage attachment)
- Payment of Employee Health Care Expenses Certification (eMaryland Marketplace Advantage attachment)
- Contractors Questionnaire (eMaryland Marketplace Advantage attachment)
- Bid Bond, *if applicable* (eMaryland Marketplace Advantage attachment)
- Minority Business Enterprise Utilization Procedures, *if applicable* (February 5, 2021) (eMaryland Marketplace Advantage attachment)
- MBE Attachment D-1A Forms (eMaryland Marketplace Advantage attachment)
- Veteran-Owned Small Business Enterprise Forms Attachment E, *if applicable* (September 1, 2022) (eMaryland Marketplace Advantage attachment)
- List of Prevailing Wage Rates, *if applicable* (eMaryland Marketplace Advantage attachment)
- Corporate Diversity Addendum, *if applicable* (eMaryland Marketplace Advantage attachment)
- Addenda, *if any* (eMaryland Marketplace Advantage attachment)
- List of Drawings (eMaryland Marketplace Advantage attachment)
- Pre-Bid Conference / Site Visit - Refer to State Finance and Procurement Article §14-302(a)(7)(v) and COMAR 21.11.03.09.C.(2)(e)

DRAWINGS

The following drawings are attached hereto and incorporated into this Project Manual for reference only.

- Sheet 1, Pathway and Parking Lot Improvements
- Sheet 2, Detail Sheet
- Sheet 3, Exhibit Path Improvements
- Section 321200, Hot-Mix Asphalt Paving

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GENERAL

Historic St. Mary's City is a living history museum that sits on 850 acres along the banks of the St. Mary's River. The mission of the Historic St. Mary's City Commission is to preserve and protect the archaeological and historical record of Maryland's first colonial capital and to appropriately develop and use this historic and scenic site for the education, enjoyment, and general benefit of the public.

The successful Contractor shall provide all labor, supervision, equipment, tools, materials, insurances, testing, and supplies incidental and necessary to mill, pave, and reconstruct, approximately 1.5 miles or 73,000 square feet of ADA accessible asphalt pathways which make up the Exhibit Path at Historic St. Mary's City.

SCOPE OF WORK

1. This Contract requires the complete removal by milling of the existing pathways, removal of tree roots and encroaching brush to a depth of 8 inches within the limits of disturbance, regrading, where necessary, clean-out, repair, and, if necessary, replacement of damaged drain pipes, spillways and swales, the addition of sub-base, where necessary, sealing of all pathways, furnishing and installation of park benches, and any landscaping which may be necessary to restore all areas surrounding the pathways to their original condition. In the event unsound subgrade material is found, the Contractor shall notify the Project Manager to determine the course of action to be taken. The limits of disturbance shall be marked in the field with paint, stakes, or other suitable means by the Project Manager, the Site Supervisor and an Authorized Representative from the Department of Research & Collections.

Authorized Representatives from the Department of Research & Collections may be present when work is being performed to monitor the excavation and to ensure that the integrity of the site is preserved. In all instances where removal of tree roots or encroaching brush has the potential to impact areas outside of the limits of disturbance, work should be supervised by the Department.

The Contractor should be aware that many of the areas which are being repaved are some distance away from an accessible parking or unloading area. Any transportation of equipment or materials to the work areas will be restricted to the limits of disturbance which shall be identified, unless otherwise approved. It will not be permissible to drive heavy equipment and machinery across open land without pre-approval.

2. Any and all materials installed and any and all work performed shall be in accordance with the standards established by:
 - a. Occupational Safety & Health Administration ("OSHA").
 - b. Maryland Department of Transportation, State Highway Administration ("SHA") Standard Specifications for Construction and Materials dated July 2020, with all current addenda pertaining thereto.

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- c. International Building Code ("IBC"), as applicable to the Scope of Work, with all current addenda pertaining thereto.
3. All equipment and materials used shall meet the standards required by SHA. Accurate calibration and operation of the equipment shall be demonstrated to the Project Manager and all materials shall be tested to ensure compliance with SHA specifications.
4. The Contractor shall comply with hauling and disposal regulations of authorities having jurisdiction pertaining to "Particulate Matter from Materials Handling and Construction" (COMAR 26.11.06.03D) requiring that during any demolition operations, reasonable precaution shall be taken to prevent particulate matter, such as dust and dirt, from becoming airborne.
5. It is the Contractor's responsibility to establish the proper placement of the materials to be installed. The Contractor shall ensure that the specified materials can be installed in the available space to affect a safe, legal, Code compliant, and properly functioning system.
6. All drawings and images contained in this document are diagrammatic in nature, not necessarily to scale, and are intended to identify the work to be performed and not to convey information about specific measurements. It shall be the Contractor's responsibility to field verify all existing conditions, dimensions, and counts prior to bidding and ordering materials.
7. All equipment removed and materials originating from the project that the Using Agency elects not to keep shall become the property of the Contractor and shall be removed from the site and disposed of legally/lawfully.
8. All unloading, rigging, hoisting, lifting, and moving of equipment and materials necessary to perform the work is to be provided by the Contractor.
9. All storage expenses for inadvertent manifestations shall be the obligation of the Contractor.
10. Any and all materials, design, labor, equipment, tools, or other goods and services not mentioned in this document but necessary to affect a complete, safe, legal, Code compliant, turn-key, properly functioning system shall be furnished by the Contractor at no additional cost to the State or its agencies.
11. The Contractor shall provide the facility with Operational Manuals, documentation, and warranty information for all materials installed in paper and digital format.
12. At the conclusion of the project, the Contractor shall attend a walkthrough with the Using Agency representative(s) and Project Manager. If there are any outstanding issues with the work, a punch list will be prepared, and the punch list items shall be completed within thirty (30) days per the DGS General Conditions.
13. The Contractor is responsible for all permits and fees associated with the project.

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14. See Specification Section 321200, Hot-Mix Asphalt Paving which is attached hereto and incorporated herein as if fully restated in its entirety.

ALTERNATES

None.

ALLOWANCES

The Contractor shall carry in their Base Bid an allowance of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for the furnishing and installation of the sixteen (16) park benches. At the conclusion of the project, the Contractor shall provide documentation to support their costs at which time a Change Order will be issued to account for the increase/decrease in the allowance.

MATERIAL QUALITY

All materials used for the performance and completion of this project are to be new and designed for the purposes for which they are installed. Materials are to be utilized in accordance with the manufacturer's recommendations and/or the applicable industry standards for such use. Materials are to be furnished, delivered, erected, connected, and finished in every detail and shall be selected and arranged to fit properly into the available spaces in the specified areas. Where no material qualities are specified and there are several appropriate material choices to select for a given use, the material(s) having the higher durability or suitability for the purpose shall be utilized. Any such material selection instances are to be approved by the Using Agency and Project Manager.

SITE SECURITY

All site security measures under the general direction of the Using Agency and Maintenance Supervisors shall be observed. The Contractor is expected to cooperate fully with the Using Agency and Maintenance Supervisors to permit the security of the facility to be maintained at all times.

Any site work which may extend beyond the limits of disturbance must be authorized in advance by an Authorized Representative with the Department of Research & Collections.

SITE CONDITIONS

1. The work covered by this specification is on a historic landmark. The limits of work shall be properly identified by the Using Agency representatives and Project Manager before any on-site work can begin.
2. The Contractor shall utilize the services of a third-party utility service to locate and mark all existing utilities prior to any digging.
3. The Contractor shall provide all signage, barricades, etc. necessary to ensure public safety at all times during construction operations and as approved by the Using Agency and Project Manager.
3. The Contractor shall at all times keep the premises as clean and free from an accumulation of waste materials and rubbish. At the completion of the project, all rubbish, tools, and surplus materials shall be removed, and the work area shall be left completely clean.

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4. The Contractor shall leave no area unsafe or unsecure at the end of the working day.
5. It shall be the Contractor's responsibility to field verify all existing conditions, dimensions, and counts prior to bidding and ordering materials.
6. The Contractor is responsible for verifying all material quantities and counts.
7. It is strongly recommended that the Contractor attend the pre-bid/site visit and familiarize themselves with all requirements for the project. Failure to attend the pre-bid/site visit will not relieve the successful bidder from complying with the requirements of these specifications at no additional cost to the State or its agencies. Any site visits requiring access to the interior of a building (other than the pre-bid/site visit) shall be coordinated in advance with the Using Agency.
8. The Contractor shall repair and restore to its original condition any equipment, materials, or surfaces damaged as a result of their performance during this Contract.
9. The Contractor shall deliver all materials to the project in original, unopened packaging and store same in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other damage. The Contractor shall be entirely responsible for any loss or damage to their materials, supplies, or equipment and the personal property of their employees and subcontractors while they are on State premises.
10. The Contractor shall be solely responsible for any damage to the surrounding building or its contents and for any loss or damage to any property belonging to the Owner or the Owner's employees when such damage may be attributable to their actions or the actions of their employees or subcontractors.
11. The Contractor, during the construction period, may leave their essential equipment on site at their own risk. The State of Maryland will not assume any liability for any of the stored equipment. Any stored equipment, at the Owner's risk, shall be stored in a safe manner and marked with reflective barricades. The Contractor shall be responsible for any and all damages to the State of Maryland and/or private property, including trees, curbs, asphalt, or concrete pavements, mailboxes, private yards, and signage as a result of the improper use or unlawful taking of their equipment.

ENVIRONMENTALLY HAZARDOUS MATERIALS

The Contractor shall provide to the Using Agency representative and Project Manager all Material Safety Data Sheets ("MSDS") covering any hazardous materials or hazardous chemicals to be furnished, used, applied, or stored by the Contractor, or any of its subcontractors, at the project in connection with and during the performance of the work.

If at any time during the performance of the work required by this Contract the Contractor finds or has reason to suspect the presence, in any work area, of environmentally hazardous materials other than those that may be addressed in the drawings and/or specifications, they shall immediately notify the Using Agency representative and Project Manager. Notice shall also be in writing, setting forth any observations/suspicions and requesting instructions. At the same time, the Contractor shall withdraw all of their personnel from the potentially contaminated area.

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SUBMITTALS

The Contractor shall refer to the DGS General Conditions for submittal procedures.

CONTRACTOR'S QUALIFICATIONS

1. The Contractor shall possess any and all license(s) and insurance required by the State of Maryland and the subdivision in which the project is performed, if applicable. The required license(s) shall be current. All employees utilized by the Contractor to perform work on this project shall each be licensed, as necessary, or covered under the Contractor's licensing appropriately.
2. A copy of the Contractor's current license and certificate of insurance is to be provided to the DGS Procurement Officer and/or Project Manager, if required. The Contractor shall have a minimum of five (5) years of experience performing construction work of a similar nature. Upon request, the Contractor shall supply a list of other similar projects which have been completed to the Project Manager for review.
3. The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials and techniques specified.
4. A background check may be required for all workers before any on site work can begin but it is not required for the pre-bid/site visit. Background checks, if necessary, will be conducted by the Maryland Capital Police.

PROJECT DURATION

1. The Contractor shall have all project work completed and ready for complete acceptance by the Owner within one hundred twenty (120) days of the Notice to Proceed.
2. The Contractor shall pay \$350.00/per day in liquidated damages for every day past the due date of the project that the project is not completed.

WORK HOURS & POINT OF CONTACT

1. Unless otherwise coordinated and approved in writing by the Using Agency or Project Manager, all work specified within this Contract shall be performed from 7:00 a.m. to 3:00 p.m., Monday through Friday, to coincide with the Maintenance Department's work hours.
2. The point of contact for the facility is:

Joe Kangas, Director of Facilities and Grounds
Historic St. Mary's City Commission
Office: 240.895.4964
Cell: 301.247.9154
Email: JoeK@DigsHistory.org

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- 3. The point of contact for DGS is:

Cindy Hunt, Project Manager
Department of General Services
Office of Facilities Planning, Design, Construction & Energy
Office: 410.767.3622
Cell: 410.963.4672
Email: Cindy.Hunt1@Maryland.gov

GENERAL CONDITIONS

- 1. The Contractor acknowledges that all information, direction, procedures, etc. provided in the Department of General Services General Conditions for Construction Contracts (“DGS General Conditions”) are part of this project specification.
- 2. Any damage, cutting, or patching caused by the Contractor or his employees or subcontractors to the facility (i.e., building, contents, or grounds) shall be the responsibility of the Contractor and shall be restored to original condition.
- 3. Any materials originating from this project that the Using Agency elects not to keep shall be hauled from the site at the Contractor’s expense and disposed of in a legal/lawful manner. All materials, supplies, and equipment are subject to the inspection and approval of the Using Agency.
- 4. Throughout the entire project, the Contractor shall schedule and coordinate all work with the Project Manager to minimize disruption to the facility operation.
- 5. All work shall be performed in the best and most professional manner. Contractor shall maintain the site in a safe, neat, and orderly manner at all times.
- 6. Contractor shall ensure that a drug, alcohol, and tobacco-free workplace are maintained on the project pursuant to the Governor’s Executive Order mandating the same.
- 7. The Contractor shall attend a Pre-Construction Meeting before any on site work can begin. Contractor shall attend Project Meeting(s) as requested by the Using Agency and Project Manager per the DGS General Conditions.
- 8. Security measures under the general direction of the Using Agency and the Maintenance Supervisor shall be observed. In this regard, the Contractor is expected to cooperate fully with the Using Agency to permit the security of the institution to be maintained at all times.

WARRANTY

- 1. The Contractor shall warrant, unconditionally, inclusive of all equipment, materials, and workmanship, for a period of two (2) years, commencing on the date of substantial completion, as determined by the Project Manager:
 - a. That the work contains no faulty imperfect materials, equipment, or any careless or unprofessional workmanship.

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- b. That the Contractor shall correct, repair, or replace with proper work, without cost to the State of Maryland, its agencies, departments, or facilities, any and all work found not to be as guaranteed by this section or otherwise not in conformity with the Contract; the Contractor will make good all damages caused to other work, the structure, and its contents or materials in the process of complying with this section.
- c. The Contractor shall correct any defects within three (3) working days, as defined by the State, of notification of such defects.
- d. The Contractor shall provide to the State copies of all manufacturer warranties and product manuals associated with the equipment.