

**SPECIAL PROVISIONS**  
**PROJECT DESCRIPTION**

CONTRACT NO. AX4695180

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**PROJECT DESCRIPTION**

This project, located in Frederick County, is for the removal and replacement of Bridge No. 10016 on MD 28 over Washington Run.

The work will consist of the following:

- (1) Removal of existing two span concrete slab bridge.
- (2) Construction of a new single span prestressed concrete slab panel bridge on the same alignment as the existing bridge.
- (3) Approach roadway reconstruction and paving.
- (4) Placement of traffic barriers, signing, and pavement markings.
- (5) Landscaping within the project limits.

**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 January 2001 revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids.

**EMPLOYMENT AGENCY**

The Maryland Department of Human Resources is located at:

Frederick Job Service  
67 Thomas Johnson Drive  
Frederick, Maryland 21702  
301- 694-2180

**NOTICE TO CONTRACTOR**

**ROADWAY COMPLETE INCENTIVE.** The Contractor's attention is directed to the Incentive/Disincentive article included elsewhere in this Invitation for Bids. A Roadway Complete Incentive item has been included in the Schedule of Prices that allots the maximum incentive payment for this project. The price shall not be changed and shall be included in the sum of the Contractor's bid; however, the price is exempt from the Contractor's MBD/DBE goal on this Contract.

**PROJECT SCHEDULE.** Section 109 shall only be required when a CPM Project Schedule item is included in the Schedule of Prices. Otherwise, all Project Schedules shall conform to Section 110.

**NOTICE TO BIDDERS.** The Proposal Form Packet in this Invitation for Bids requires the following information be submitted for the Bidder and each firm quoting or considered as subcontractors:

- (a) Name of firm.
- (b) Address of firm.
- (c) MBE, Non-MBE, DBE, or Non-DBE.
- (d) Age of firm.
- (e) Annual gross receipts per last calendar year.

Note that there are provisions for submitting copies for additional subcontractors, and that an "X" is required to indicate whether or not additional copies have been submitted.

**AFFIRMATIVE ACTION PLAN (AAP) CONTRACT GOALS.** In order to be in compliance with the revised MBE/DBE laws effective October 1, 2004 the bidder is required to complete the AAP information on pages 18, 19 and 20 of 24 of the Contract Provisions, Proposal Form Packet—Federal, or complete the AAP information on pages 15, 16 and 17 of 21 of the Contract Provisions, Proposal Form Packet—State. Failure to complete the information may be grounds for the bid to be declared non-responsive.

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**BOOK OF STANDARDS.** The Book of Standards for Highway and Incidental Structures is now available only on the Administration's Internet Site at [www.marylandroads.com](http://www.marylandroads.com). The Book of Standards can be located by clicking on Business with SHA; Business Standards and Specifications; and Book of Standards for Highway and Incidental Structures. Hard copies of the Book of Standards will no longer be sold in the Cashiers Office and hard copy distributions of the Standard updates will no longer be made.

**PAVEMENT SURFACE PROFILE.** The Pavement Surface Profile requirements will not be required for this project.

**WORKING DRAWING SUBMISSIONS.** The last sentence of the first paragraph of TC-5.02, "No work shall be started before receipt of the Notice to Proceed" shall not apply to the following:

After notification to the Contractor from the Administration that the Contractor is the apparent low bidder, the Contractor will be permitted to provide a written request to the Engineer to submit documentation for materials sources and working drawings for any items of work that have a long lead time and could jeopardize the project schedule. Upon written approval from the Engineer the Contractor may submit the applicable documentation to the Engineer.

Should the Contract not be awarded to the lowest responsible bidder who meets the requirements of the Contract, GP-8.10 will apply for all costs accrued for the preparation of specified items and any resultant material purchased and steel fabricated in conformance with the approved working drawings between the date the Contractor received notice of apparent low bidder and the date of notice that the low bidder will not be awarded this Contract.

Should this Contract not be awarded to the Contractor with the lowest bid due to failure of the Contractor to comply with all award and execution requirements, all costs accrued for the preparation of the specific item and any resultant material purchased and steel fabrication shall be borne by the Contractor.

Failure of the Contractor to submit the specified submissions will not be basis for delaying issuance of the Notice to Proceed.

**NEW CLEANING AND PAINTING SPECIFICATIONS.** The Contractor is alerted to the fact that Section 435 has been deleted and replaced by Special Provisions for Sections 435 (New Structural Steel) and 436 (Existing Structural Steel revised 03-09-06). Additional Special Provisions may also be included to supplement/supersede these Sections to address project specific requirements.

**LEAD.** The Contractor is alerted to the fact that paint on the existing bridges contains "LEAD".

The Certification of Insurance or endorsement shall affirmatively state that claims arising from cleaning, including lead based paint removal, and painting operations are covered.

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**PAYMENT OF STATE OBLIGATIONS.** Electronic funds transfer will be used by the State to pay the Contractor for any Contract expected to exceed \$200,000 and any other State payments unless the State Comptroller's Office grants the Contractor an exemption.

Therefore, by submitting a response to this solicitation, the Bidder/Offerer agrees to accept payment by electronic funds transfer unless the State Comptroller's Office grants an exemption.

Prior to the Award of the Contract the selected Bidder/Offerer shall register using the X-10 Vendor Electronic Funds (EFT) Registration Request Form. The instructions and the form are located on the internet at [compnet.comp.state.md.us/gad](http://compnet.comp.state.md.us/gad).

Any request for exemption shall be submitted to the State Comptroller's Office at the address specified on the X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption.

**REQUEST FOR INFORMATION.** Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, and delivered prior to the scheduled date of bid opening. Responses to questions or inquiries having any material effect on the bids will be made by written addenda sent to all prospective bidders. The Administration will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Written requests for information or questions shall be addressed to:

Mr. Earle S. Freedman  
Director, Office of Bridge Development  
Attention: John Narer  
Mail Stop C-203  
707 North Calvert Street  
Baltimore, MD 21202  
or  
FAX at 410-209-5002

Each request for information or questions shall include the Contract number and the name and address of the originator.

**INCENTIVE/DISINCENTIVE FOR PROJECT COMPLETION  
FOR BRIDGE NO. 10016 ON MD 28 OVER WASHINGTON RUN**

**DESCRIPTION.** It is the intent of the Administration to complete construction as quickly as possible and minimize the time period when the bridge is closed to traffic. For this reason, an incentive/disincentive has been included as part of this Contract. The Contractor is alerted that time is of the essence in performing work on this Contract. The Contractor will have a specific time period, as specified herein, in which to have the bridge closed to all traffic then restore it to its present two lane configuration. Upon issuance of the Notice to Proceed, the Contractor is expected to begin work immediately, including the timely establishment of the Engineer's Office.

**NOTICE TO PROCEED.** It is anticipated that the Notice to Proceed for this Contract will be issued on or before April 15, 2008. The Contractor's schedule for the project shall ensure a continuous operation without interruptions except for designated holidays. If the Notice to Proceed date is beyond the April 15, 2008 date, then the calendar completion date of September 9, 2008 for the project will be adjusted forward accordingly on a day for day basis. Regardless of the Notice to Proceed date, the Total Bridge Closure Dates of June 17, 2008 through August 24, 2007, which are tied to the school closure period, will remain unchanged. Therefore, the Contractor, who is the apparent low bidder on the Contract, must make every effort to submit their paperwork in a timely manner so that the Notice to Proceed date can be met or accelerated. The Contractor's schedule for the project shall ensure a continuous operation without interruptions except for designated holidays.

In an effort to avoid unnecessary delays to the traveling public, the Contractor shall complete the following work prior to being granted permission to close the road to traffic:

- (a) All detour signing shall be in place and covered ready for use.
- (b) All perimeter sediment and erosion controls shall be in place to the fullest possible extent.
- (c) All required equipment and materials shall be at a nearby staging area and be ready for use.
- (d) Have an approved detailed schedule of operations from the Engineer. This schedule shall outline the exact sequence of construction and how the work will be completed to have the roadway open to traffic within the specified time period. The schedule shall include critical delivery dates for materials such as reinforcing steel, roadway joint angles and precast concrete slab units.

Note: The Contractor will be allowed to submit working drawings for review and approval prior to the Award and Notice to Proceed to expedite the fabrication of the above mentioned elements.

**Work to be Performed Concurrent with Bridge Removal/Construction.** Upon closing the roadway to traffic and commencing work, the Contractor shall proceed in an efficient and continuous manner. Concurrent with removing the existing bridge and commencing construction of the new bridge, the Contractor shall proceed with the approach roadway grading, and paving. This work shall not be delayed until the end of the bridge construction.

**DEFINITIONS.**

**Roadway Complete.** For incentive/disincentive purposes, roadway open to traffic will be when conditions (a) thru (e) are met:

- (a) All lanes of MD 28 are open to vehicle traffic and lane locations are in their final configuration.
- (b) Completion of bridge curbs and placement of railings.
- (c) Completion of all approach roadway paving and installation of lane markings on the bridge and approach roadways.
- (d) Installation of all traffic barriers, including traffic barrier attachments at bridge railings and installation of all traffic barrier end treatments.
- (e) Temporary detour signing as placed along the detour route is removed.

Completion of slope grading, placement of final riprap slope protection, landscaping, seeding and mulching, removal of sediment and erosion controls, and final cleanup and other construction operations that do not alter the final traffic configuration are not required to be complete to meet the requirements of the Roadway Complete definition.

To complete the project within the time allotted, it is expected that the Contractor provide multiple crews, work multiple shifts, work weekends, work overtime, or combinations thereof. Work restrictions for this Contract are detailed elsewhere in this Invitation for Bids.

All reductions and extensions of Contract duration will be made in conformance with the provisions of Section 109.

**Total Bridge Closure Period.** The Contractor will be provided an available Bridge Closure Period from June 17, 2008 until August 24, 2008 in which to meet all the requirements of Roadway Complete. The Bridge Closure Period begins the day traffic on MD 28 is closed to all traffic and traffic is detoured. The Bridge Closure Period ends the day the requirements of Roadway Complete are met. The Contractor is advised that restrictive work days do exist in the Contract as specified in 104.01 located elsewhere in this Invitation for Bids. The Bridge Closure Period will not be extended as a result of these restrictive work days.

**Incentive.** Provided that the open to traffic date of August 24, 2008 is met, the Contractor will be paid an incentive of \$9,000.00 per day for every calendar day less than the time period of June 17, 2008 until August 24, 2008 (67 calendar days) that the roadway is open to traffic. The incentive can be earned by either closing the roadway to traffic later than the June 17, 2008 date or opening the roadway to traffic prior to the August 24, 2008 date. The Contractor may earn a daily incentive up to a maximum of 7 calendar days, for a maximum possible incentive of \$63,000.00. In other words, the Contractor can earn the \$63,000.00 incentive if the road closure is limited to 60 calendar days within the available Bridge Closure Period.

**Disincentive.** As a disincentive, \$9,000.00 will be assessed for each calendar day beyond August 24, 2008 that the Contractor maintains the Bridge Closure Period. The daily assessment of \$9,000.00 will be deducted from the Contractor's monthly billing and will continue until the Roadway Complete conditions are met. There is no maximum disincentive assessment.

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**Calendar Day.** The calendar day will be from 6:00 AM to 6:00AM. If the roadway is complete and open to traffic between midnight and 6:00AM, the previous day will be used for purposes of calculating the incentive/disincentive. If the roadway is complete and open to traffic between the hours of 6:00AM to midnight, the current day will apply.

**PROJECT COMPLETION.** The entire project shall be completed no later than September 9, 2008.

**LIQUIDATED DAMAGES.** The Disincentive amount does not include Liquidated Damages of \$1,020.00 per calendar day, which will be assessed after September 9, 2008. There is no maximum time limit or dollar amount for assessing Liquidated Damages. Liquidated Damages will be assessed starting on September 10, 2008. Should the Roadway Complete conditions still not be met, Liquidated Damages will be assessed in addition to the Disincentive assessment.

**Disincentive Schedule:**

The following calendars indicate the disincentive that will be incurred based on the calendar dates the Contractor maintains the Roadway Closure Period beyond the specified August 24, 2008 date. The amounts shown include Liquidated Damages.

August 2008						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 \$0	25 -\$9,000 (b)	26 -\$18,000 (b)	27 -\$27,000 (b)	28 -\$36,000 (b)	29 -\$45,000 (b)	30 -\$54,000 (b)
31 -\$63,000 (b)						

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<b>September 2008</b>						
<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
	<b>1</b> -\$72,000 (b)	<b>2</b> -\$81,000 (b)	<b>3</b> -\$90,000 (b)	<b>4</b> -\$99,000 (b)	<b>5</b> -\$108,000 (b)	<b>6</b> -\$117,000 (b)
<b>7</b> -\$126,000 (b)	<b>8</b> -\$135,000 (b)	<b>9</b> -\$144,000 (b), (c)	<b>10</b> -\$154,020 (b+d)	<b>11</b> -\$164,040 (b+d)	<b>12</b> -\$174,060 (b+d)	<b>13</b> -\$184,080 (b+d)
<b>14</b> -\$194,100 (b+d)	<b>15</b> -\$204,140 (b+d)	<b>16</b> -\$214,140 (b+d)	<b>17</b> -\$224,160 (b+d)	<b>18</b> -\$234,180 (b+d)	<b>19</b> -\$244,200 (b+d)	<b>20</b> -\$254,220 (b+d)
<b>21</b> -\$264,240 (b+d)	<b>22</b> -\$274,260 (b+d)	<b>23</b> -\$284,280 (b+d)	<b>24</b> -\$294,300 (b+d)	<b>25</b> -\$304,320 (b+d)	<b>26</b> -\$314,340 (b+d)	<b>27</b> -\$324,360 (b+d)
<b>28</b> -\$334,380 (b+d)	<b>29</b> -\$344,400 (b+d)	<b>30</b> -\$354,420 (b+d)				

- (b) Disincentive - Contractor is penalized designated disincentive during this period and beyond. There is no maximum time limit or dollar amount for assessing the disincentive. Penalty does not include Liquidated Damages.
- (c) Project Completion - The entire project shall be completed on or before this date.
- (d) Liquidated Damages - Contractor penalized Liquidated Damages of \$1020 per calendar day from this period until completion of the project. There is no maximum time limit or dollar amount for assessing liquidated damages