

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



**REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL,
TERM CONTRACT**

Due Date: 11/30/16, Time: 2:15 PM

Pre-Bid Conference: 11/16/16, Time: 11:30 AM

**KATHY MADARY, C.P.M., STAFF BUYER
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EMAIL: kmadary@baltimorecountymd.gov**

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original? (and required duplicate copies when required?)
- Have you signed and returned amendments?
- Have you included the bid bond, if required?
- Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
- Have you included and verified the complete electronic version (CD) of your bid?

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT**

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BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence,

including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations

imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality

and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services

rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent

rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and

shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon

a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html>

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business name] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

C

P

C

P

P

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

Yes No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? Yes No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? Yes No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
 - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
 - b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (**You must check one of these**)

- [] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- [] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: _____

By: _____

Name:
 Title:
 (Authorized Representative and Affiant)

**“PRIME” CONTRACTOR
MINORITY INFORMATION**

This form is **NOT** applicable to Sub-Contractor requirements, and should be completed by the **PRIME Contractor ONLY**.

A. AUTHORIZED REPRESENTATIVE

I am the [title] _____ of [business] _____ (the “Business”).

B. DEFINITIONS

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) “Minority Business Enterprise” or “MBE” means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) “Women’s Business Enterprise” or “WBE” means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

C. INFORMATION REGARDING MINORITY STATUS

The Business is a certified MBE ___ or WBE ___

Maryland State Department of Transportation (MDOT) # _____

City of Baltimore # _____

Name Other Jurisdiction: _____ # _____

The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

African American Hispanic American Caucasian
 Asian American Native American Other

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____

By: _____

Name:
Title:
(Authorized Representative)

SIDE 2

MBE / WBE Certification	
<p>Maryland Department of Transportation (MDOT)</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>	<p>City of Baltimore</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>

Business Ownership (Check Only One)					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation	
Incorporation State: _____	OR Date Business Started _____ / _____ / _____

Signature		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

PERFORMANCE BOND

Bond No. _____

Principal

Business Address of Principal

Surety

Obligee: BALTIMORE COUNTY, MARYLAND
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

Penal Sum of Bond (express in words and figures) DOLLARS \$ _____

Contract Name _____ **Date of Contract** 20 _____

Contract Number _____ **Date Bond Executed** 20 _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: _____ **Individual Principal**

Witness: _____ **as to:** _____ (SEAL)

Print Name: _____ **Print Name:** _____

Attest: _____ **Corporate Principal**

(Name of Corporation)

Witness: _____ **By:** _____

Print Name: _____ **Print Name:** _____ (SEAL)

Title: _____

Attest: _____ **Surety**

(Name of Surety)

Business Address: _____

Witness: _____ **By:** _____ Affix

Print Name: _____ **Print Name:** _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

PAYMENT BOND

Bond Number _____

Principal

Business Address of Principal

Surety

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

_____ DOLLARS \$ _____

Penal Sum of Bond (express in words and figures)

Contract Name

_____ 20 _____
Date of Contract

Contract Number

_____ 20 _____
Date Bond Executed

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall promptly make payments to all persons supplying labor and/or material to the Principal and to any subcontractor of the Principal in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest:

Corporate Principal

(Name of Corporation)

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Attest:

Surety

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

IF SUBMITTING BOND, THIS FORM MUST BE USED

BID BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____ and authorized to do business in the State of Maryland	BALTIMORE COUNTY, MARYLAND, a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Bid	Date of Contract
Contract No. _____	Date Bond Executed
Proposal or Item No. _____	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the aforementioned Principal shall be awarded the contract. The said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the entire Penal Sum of the Bid Bond of the said Principal as liquidated damages.

Signed and sealed _____
(Date)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Witness

INDIVIDUAL PRINCIPAL

as to _____ (SEAL)

In Presence of:

Witness

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership _____ (SEAL)

as to by _____ (SEAL)

CORPORATE PRINCIPAL

Name of Corporation

By _____

Title _____

Surety

By _____

Title _____

Affix Corporate Seal
Affix Corporate Seal

Witness
Title _____

Witness
Title _____

Business Address of Surety _____

NOTE: Under Corporate Principal, this bond must be executed by either president or vice-president. Any person legally empowered to bind the corporation may execute document only if a copy of the resolution granting this right is attached.

BALTIMORE COUNTY, MARYLAND MBE/WBE PARTICIPATION SUMMARY

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on June 4, 2009, the County Executive adopted the attached Executive Order addressing MBE/WBE participation in County contracts.

Each Contract: The County shall establish a minimum MBE/WBE participation amount for each contract, as applicable.

Bidder Responsibility: The bidder shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidders shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

APPROVED MBE/WBE LISTINGS

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. BALTIMORE COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY (PRISM):
<http://www.baltimorecountymd.gov/Agencies/fairpractices/minoritybusiness/directory.html>
2. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
3. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER'S ACTIONS

Seeking Commitments: The bidder will seek commitments by subcontract or otherwise from MBE/WBE for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation for the County contract.

Expenditures for Materials and Supplies: A bidder may count toward its MBE/WBE contract requirements, all expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Information to be Supplied: All bidders shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder's liaison to the County's Office for Fair Practices.
2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require MBE/WBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

- If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder.
 -
3. For DPW contracts, if the bidder intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B** showing the extent of MBE/WBE participation. If a bidder intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder by the proposed subcontractors and signed by all parties.
 4. If the bidder's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Records to be Kept: The bidder must keep such records as are necessary to determine compliance with its MBE/WBE utilization requirements:

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

Retaining Records: All MBE/WBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder, contractor, or any subcontractor is not in compliance with the MBE/WBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder is unable to procure from MBE/WBE's (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder shall request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder must submit the following information at the time bids are due:

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

Bid Rejection/Liquidated Damages/Contract Breach: For Purchasing contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder being deemed non-responsive and the County's rejection of the bid. FOR DPW CONTRACTS, (a) THE SOLICITATION, INCLUDING BUT NOT LIMITED TO THIS MBE/WBE PARTICIPATION SUMMARY AND ALL RELATED COUNTY MBE/WBE DOCUMENTS, AND (b) THE BID RESPONSE SHALL COLLECTIVELY OVERRIDE, CONTROL AND GOVERN OVER Section GP 7.29 of the February 2000 Baltimore County Department of Public Works' Standard Specifications for Construction and Materials. For DPW contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan in the bidder's response as required by (a) described above, may result in the Director of the Department of Public Works' determination that the bid is non-responsive and recommendation to reject the bid as non-responsive despite the bidder being the apparent low bidder. For DPW contracts, if the County awarded the contract to the apparent low bidder who provided a responsive MBE/WBE Plan, but, if after said award and before execution of Contract Documents, the apparent low bidder fails to comply with the MBE/WBE Plan as required in (a) and (b) above, such failure may result in the Director of the Department of Public Works' recommendation to annul the award and forfeiture of the bidder's Proposal Guaranty to the County, not as a penalty, but as liquidated damages sustained. In such case, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder or the work may be re-advertised.

After execution of each and any applicable County contract, in the event a contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy, if any, is appropriate on a case-by-case, contract by contract, basis. For example, such contractor failure may result in (i) a breach for which the County determines it is appropriate to declare a contract default and thereafter take further action and/or remedy as deemed appropriate by the County in its sole discretion, or (ii) a contract breach upon which the County may elect take no further action if deemed appropriate by the County in its sole discretion, or (iii) if mutually agreeable to the County and the contractor, such revision shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor as described below in "Approval Required for Changes", or (iv) other actions or remedies as deemed appropriate by the County. Each action and/or remedy described above is at the sole discretion of the County.

Cooperation in Reviews: The bidder will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Approval Required for Changes: Any and all changes to the contractor's use of MBE/WBE subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresenting information, the contractor may be declared in breach of the contract and/or the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, take any action or no action, as deemed appropriate by the County, including but not limited to, review of each situation on a case-by-case basis, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.

PROSPECTIVE BIDDERS

If the solicitation includes a MBE/WBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. If you will be able to meet the goal for each assigned task, complete and sign FORM A with the initial bid submission, FORM B and FORM C must be submitted with the proposed submission for the assigned task.

***NOTE:** All Forms must be completed and signed. However, FORM C-1 **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*

OR

2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
 - a. If you are requesting a **partial waiver**, complete and sign FORM A, FORM B and FORM C to identify the portion of the goal that will be met. In addition, complete and sign FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved.
 - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver accompanied with a completed and signed FORM D and FORM E **accompanied with all supporting documentation.**

***NOTE:** All Forms must be completed and signed. However, FORM C and FORM D **MUST** be completed and properly signed by **both** the Prime **AND** the MBE/WBE subcontractor(s).*

Reminder: MBE/WBE **subcontracting** goal apply to **ALL** prime/general contractors including certified and non-certified minority and women owned firms.

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

* * * * *

I acknowledge the:

- The goals, if applicable, of:
 - _____ % for certified MBE-owned businesses and
 - _____ % for certified WBE-owned businesses.

I have made a good-faith effort to achieve this MBE/WBE requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.

PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)

NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MBE/WBE PARTICIPATION MAY RENDER A BID NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.
--

1 Prime contractor has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE Participation Form B and Form C, along with this Affidavit, which details how the prime contractor will achieve the contract requirements.

or

2 After having made a good-faith effort to achieve the MBE/WBE requirements, the prime contractor can only achieve partial success. I submit the MBE/WBE Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the prime contractor will partially achieve the contract requirements.

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation subgoals, if applicable:
 - _____ % for certified MBE-owned businesses and
 - _____ % for certified WBE-owned businesses.

or

3 After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the prime contractor is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the prime contractor has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

- 2) The request for waiver shall include documentation that demonstrates the bidder’s good faith efforts to comply with the goals, including:
 - (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to all potential subcontractors, including:
 - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- *MBE/WBE Participation Schedule* (Form B)
- *MBE/WBE Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E)
- Any other documentation in accordance with Section 6 (E) Bid Requirements of the attached Executive Order.

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *MBE/WBE Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the prime contractor shall achieve.

In the solicitation of subcontract quotations or offers, MBE/WBE subcontractors were provided the same information and amount of time to respond, as were non-MBE/WBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE/WBE subcontractors at a competitive disadvantage to non-MBE/WBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date

**BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SCHEDULE
(FORM B)**

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR EACH MBE/WBE PARTICIPANT

Prime Contractor's Name	Prime Contractor's Address and Telephone Number
Project Name and Description	Project Location
	Base Bid \$ _____
1. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
2. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
MBE/WBE Total Dollar Amount	Total MBE/WBE Percent of Entire Contract
Form Prepared by: Name _____ Title _____ Date _____	Reviewed and Accepted by Minority Business Enterprise Officer Name _____ Title _____ Date _____

Total MBE Participation:	_____ %	\$ _____
Total WBE Participation:	_____ %	\$ _____
Total Participation:	_____ %	\$ _____

BALTIMORE COUNTY, MARYLAND
MBE/WBE - SUBCONTRACTOR UNAVAILABILITY CERTIFICATE
(FORM D)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

2. The _____ (MBE/WBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firms MBE/WBE Representative

Title

Date

MDOT/Baltimore City Certification #

Telephone #

3. PRIME CONTRACTOR SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MBE/WBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

Signature of Prime Contractor

Title

Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction with the bid or offer submitted in response to Solicitation Number _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND SECURE
TO THE OUTSIDE OF YOUR RESPONSE
ENVELOPE OR CARTON.*

REQUEST FOR BID

**NO. B-1076
11/30/16, 2:15 PM
CONCRETE PAVING SERVICES, ON-CALL,
TERM CONTRACT**

**TO: BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVE, ROOM 148
TOWSON, MARYLAND 21204-4665**

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT**

**PART I CONCRETE PAVING SERVICES
GENERAL CONDITIONS**

1. SCOPE

- 1.1 Baltimore County Government shall purchase concrete paving services covered by this agreement which may be required during the period of time covered by this agreement. These construction services shall be performed for agencies under the Department of Public Works. The quantities shown are approximate and for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the Contractor, if it is found that such services are not required by Baltimore County. There shall be no compensation for work estimated in this solicitation but not ordered during the term of this agreement. The quantities for these items may be increased or decreased without and adjustment to the contract unit price or the item(s) may be deleted entirely from the contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against Baltimore County for any adjustments to the contract unit price bid, should the item(s) be increased, decreased, or eliminated.
- 1.2 Specific paving services will be required for the Bureau of Solid Waste at three (3) facilities:
- 1.2.1 Central Acceptance Facility (CAF): 201 West Warren Road, Cockeysville, MD 21030
- 1.2.2 Western Acceptance Facility (WAF): 3310 Transway Road, Halethorpe, MD 21227
- 1.2.3 Eastern Sanitary Landfill Solid Waste Management Facility (ESL): 6259 Days Cove Road, White Marsh, MD 21162
- 1.3 Baltimore County reserves the right to add additional facilities as may require these services. Pricing for new locations will be negotiated between the County and the Contractor and shall remain firm for the term during which they were added. The prices will be eligible for escalation in subsequent renewal terms.
- 1.4 The work to be done under this contract includes but is not limited to the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- 1.5 Multi-Agency Procurement. Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A delivery order release will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.

2. TERM OF CONTRACT

- 2.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.

- 2.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

3. AWARD

- 3.1 Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 3.2 The reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award.
- 3.3 **Each successful bidder and their approved subcontractors must collectively be pre-qualified with the Baltimore County Department of Public Works in Classification A-1 prior to award of the contract. Each bidder must submit their list of sub-contractors and their pre-qualified classifications with his/her bid. All sub-contractors must be approved by the Baltimore County Department of Public Works prior to award of the contract.**
- 3.4 **For paving services for the Bureau of Solid Waste, the successful bidder and their approved subcontractors must collectively be pre-qualified with the Baltimore County Department of Public Works in Classifications A-2 and E prior to award of the contract. Each bidder must submit their list of sub-contractors and their pre-qualified classifications with his/her bid. All sub-contractors must be approved by the Baltimore County Department of Public Works prior to award of the contract.**
- 3.5 The award of this contract to the successful bidder(s) is subject to an appropriation of funds by the County Council of Baltimore County.

4. COOPERATIVE PURCHASE

- 4.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 4.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

5. **APPLICABLE GENERAL CONDITIONS AND SPECIFICATIONS**. All work performed under this contract shall be done under strict compliance with the specifications bound herewith and with the "Baltimore County Standard Specifications for Construction" dated February, 2000 and as updated periodically, herein referred to as "Standard Specifications", and the Baltimore County "Standard Details for Construction" dated 2007 and as updated periodically, herein referred to as "Standard Details", and subsequent addenda thereto, so far as the same may be applicable, a copy of the same being on file in the Office of the County Executive, the Office of the Director of Public Works for

Baltimore County. The General Conditions and Specifications Sections are in addition to the County's Standard Specifications Section, and General Instructions for Formal Bids will take precedence.

6. **PRICES.** Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.
7. **ESCALATION.** All prices offered herein shall be firm against any increase for one (1) year from the effective date of this proposed agreement.
 - 7.1 Prior to commencement of subsequent renewal term for all line items except those for hot mix asphalt and concrete, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
 - 7.2 For line items for hot mix asphalt and concrete, Baltimore County will entertain a request for escalation equal to the actual cost increase to the Contractor. Bona-fide documents or price sheets from the manufacturer must accompany any request for price escalation for hot mix asphalt and concrete items. Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days.
 - 7.3 For all line items except hot mix asphalt and concrete, if the price increase is approved, the price will remain firm for 365 days from the date of the increase. For the items of hot mix asphalt and concrete, if the price increase is approved, the price will remain firm for 120 days from the date of the increase.
8. **ENGINEER.** The term "engineer" shall be used throughout this solicitation and designated as the person responsible for the administration of this agreement. The "engineer" shall be authorized by the Director of the Department of Public Works. For any Baltimore County agency or for entities outside of the general County government (e.g. Baltimore County Board of Education, State of Maryland Highways Administration), that wish to piggyback this agreement, the "engineer" shall be designated by their respective department heads.
9. **MATERIALS, WORKMANSHIP, PERMITS, LICENSES**
 - 9.1 With regard to this contract, the Engineer, or his designated representative, will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Engineer, or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
 - 9.2 The County reserves the right to make unannounced periodic inspections of the work in progress.
 - 9.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.
 - 9.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.
10. **MATERIAL SAFETY DATA SHEET.**

- 10.1 If the product herein described contains any ingredient or if the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Division, Room 148, Courthouse, 400 Washington Avenue, Towson, MD 21204-4665.

11. MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT.

- 11.1 In some sections, this specification might mention specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the maned material. Approval(s) must be in writing prior to beginning work.
- 11.2. The Contractor will notify the County, or his representative, immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

- 12. GUARANTEES.** All materials and structures furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of one (1) year from the date of acceptance of the system by the County against any and all defects in materials, workmanship and installation.

- 13. INQUIRIES.** Any inquiries relative to this bid should be directed to Kathy Madary, the Buyer, at (410) 887-3888.

14. INVOICES

- 14.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For dumping charges, the Contractor must include copies of the landfill scale tickets, both light and heavy. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the Engineer prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, Maryland 21204. A copy of each invoice must be submitted to the Engineer. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore county's order, whichever date is later. Under no circumstances will interest be paid.

- 14.2 Baltimore County may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:

14.2.1 Defective work not remedied.

14.2.2 Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.

14.2.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.

14.2.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.

14.2.5 Damage to another Contractor.

14.2.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

15. **CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The county shall give notice of observed defects with reasonable promptness.

16. **ASSIGNMENT.** The Contractor shall not assign the contract. He/she shall not sublet as a whole or sublet it by trades or other portions in an amount of more than 75% of the monetary value of the contract. The remaining 25% shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs for insurance, overhead, supervision, etc., may not be claimed as a portion of the 25% mentioned above. The execution of work by a subsidiary of the Contractor is not considered direct employment. The Contractor shall not assign any monies due to or to become due to him/her hereunder, without the previous written consent of the County.

17. **LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this contract, or receipt in full in knowledge or information the releases and receipt include all the labor and material for which a lien could be filed, but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him/her against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

18. **MARYLAND STATE SALES TAX**

18.1 Contractors who are performing work for the State of Maryland or any of its political subdivisions are required to pay tax on materials and supplies which will be incorporated in the work.

18.2 The Contractor must pay the tax on all equipment which he/she purchases even though it may be used on a job for the State or any of its political subdivision.

19. **EMPLOYEES**

19.1 **QUALIFICATIONS OF EMPLOYEES.** Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of work. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.

19.1.1 **Licensed Employees.** When County, State or Federal laws required that certain personnel be licensed, then all such personnel employed on the work shall be so licensed.

19.1.2 **Quality of Labor.** The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in his proposal.

19.1.3 Work Areas. The Contractors shall confine the operations of his/her employees to the limits as provided by law, ordinance, permits or directions of the Department of Public Works.

19.1.4 Superintendent. The Contractor shall keep on his/her work, at all times during its progress, a competent superintendent and all necessary assistants. The Superintendent will represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed on written request in each case. Should the Superintendent be complained of by the Chief of the Bureau of Highways and Traffic, or his/her designated representative, for cause, he/she shall be removed from the work and a new Superintendent shall be assigned to the project.

19.1.5 Discipline. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person. He/she shall enforce all instructions relative to use of water, heat, power, no smoking, and control any use of fires as required by law and for the Department of Public Works. Employees must not be allowed to loiter on the premises before or after job working hours.

19.2 WARRANTY AND SERVICE. Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems.

20. RELATION OF CONTRACTOR AND SUBCONTRACTOR

20.1 The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, Baltimore County's Standard Specifications for Construction, the General Conditions, the Drawings and Construction Specifications as far as applicable to his/her work, unless specifically noted to the contrary in the subcontract approved in writing as adequate by the Department of Public Works.

20.2 The Subcontractor agrees to be bound to the Contractor by the terms of the Agreement, Baltimore County's Standard Specifications for Constructions, Special Provisions, Construction Specifications, and to assume toward him/her all obligations and responsibilities that he/her, by those documents, assumes toward the County.

21. MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS The resulting minority and women business participation requirement for this contract is **15%**.

21.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.

21.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

21.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to

complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.

- 21.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online using the MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime Contractors and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The contractor must provide a contact person and contact information for the MBE/WBE compliance reporting. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

22. **INSURANCE**

- 22.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 22.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 22.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.
- 22.4 The contractor must investigate and report on any complaints that might arise in connection with the use of his/her materials and supplies.

23. **BONDS**

- 23.1 The Contractor shall be required to give both a performance and payment bond, each in the amount of the contract, conditioned that it shall comply in all respects with the terms and conditions of the contract and the Contractor's obligations thereunder, including the specifications.
- 23.2 In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC).

The **Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa)**, an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions.

For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone 410-333-2470. Or visit their website at www.mmgroup.com for information,

applications and a checklist of required documents and reports that must accompany the application.

24. BID DEPOSIT REQUIREMENTS

- 24.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.
- 24.2 When specified, bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for five percent (5%) of the amount of the bid; or a Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond form provided by the County will be acceptable and must be completed by a surety company duly licensed under the Laws of the State of Maryland.
- 24.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 24.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.

25. PRE-BID CONFERENCE

- 25.1 **A pre-bid conference will be held on Wednesday, November 16, at 1:00 pm in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204.** The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
- 25.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

26. "SAMPLE" FORM CONTRACT

- 26.1 A sample of the County's form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror's bid response.
- 26.2 If the Offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 26.3 All Offeror's further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

27. ELECTRONIC VERSION SUBMITTAL

- 27.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT**

**PART I CONCRETE PAVING SERVICES
SPECIFICATIONS**

1. SCOPE OF WORK – GENERAL, CONCRETE PAVING SERVICES.

1.1 In general, the scope of this contract shall be to furnish all labor, materials, tools, equipment, and supervision for the following concrete paving services:

1.1.1 It is the intent of these specifications to cover the construction and/or removal and replacement of concrete sidewalk, concrete curb, combination of concrete curb and gutter, concrete roll gutter, concrete alley entrances, concrete driveway aprons, and modular concrete block retaining walls, at various locations within Baltimore County on an as needed basis.

1.2 The requirements listed above are intended as an aid to the Contractors to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

1.3 The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work. All work shall be performed on a time and materials basis.

1.4 Details, sketches, and related instructions are provided in this specification labeled Attachment A, R-15A, Attachment B, R-15B, Attachment C, R-19, Attachment D, R-21, Attachment E, R-33, Attachment F, R-36A, Attachment G, R-37, Attachment H, R-43, and Attachment I, R-46A. Bidders may use them as guides for estimating only. This specification references these details, sketches, and related instructions.

1.5 A detail is also included called Modular Concrete Block Retaining Wall, Attachment J.

2. LOCATION OF WORK AND EXISTING CONDITIONS

2.1 The work sites shall be located within the boundaries of Baltimore County, Maryland.

3. WORK SCHEDULE, INTERRUPTIONS, PROPERTY PROTECTION.

3.1 All work must be conducted between the hours of 7:00 a.m. and 7:00 p.m. This includes, but not limited to breakout, forming, pouring, furnishing, clean-up and placing of all barricades, etc. needed to secure the work area for safe passage of vehicle and pedestrian traffic. It shall be the Contractors' responsibility to see that materials, tools, and equipment is delivered within or adjacent to the work area specified by the County.

3.2 All work can be accomplished during the weekdays Monday through Friday. No work shall be performed on weekends and the following County holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 3.3 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Engineer.
- 3.4 The Contractors are responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Engineer and the property owner.
- 3.4 The Contractor must coordinate his/her construction sequence so that there will be minimum inconvenience to the traveling public. The Department of Public Works reserves the right to restrict the Contractor's operation at any time on any road where, in the opinion of the Engineer, an undesirable traffic condition warrants same. Traffic must be maintained at all times by the Contractor.
- 3.5 The Contractor is responsible for notifying the public utilities and "Miss Utility" when it is applicable to the work being planned. The marking of "Street Light Cable" must be requested of "Miss Utility" specifically.
- 3.7 The Division of Traffic Engineering and Transportation Planning maintains traffic signals and traffic signals interconnect cable within and adjacent to the proposed construction. The contractor is required to contact the Baltimore County Signal Shop to request clearances and marking of underground utilities located in the area of signalized intersections. Such request shall be made to either Mike Lorenzo or Tim bush at (410) 887-8601 at least two (2) weeks prior to doing any work within 200 feet of the intersections. The Division of Traffic Engineering and Transportation Planning will have the underground traffic cables marked in the vicinity of the work and will discuss any concerns and/or cautions that should be shown by the Contractor with respect to these facilities.
- 3.8 Utilities in Roadway. It shall be the Contractor's sole responsibility to avoid disturbance or damage to any existing utility fixtures and any incurred damage will not be cause for additional Contractor compensation.
4. **CHANGES TO THE CONTRACT.** The Contractor will notify the Engineer, or his designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter: any changes found necessary by the County or the Contractors not covered under the original scope of work, specifications or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.
5. **DEMOLITION AND DEBRIS REMOVAL.** The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the Engineer, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.
6. **POTENTIALLY HAZARDOUS MATERIALS.** If the work to be performed under this contract required the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

7. **TEMPORARY SUSPENSION OF WORK.** During the progress of any job, the Contractor may suspend work via written permission of the Engineer, wholly or in part, for such period or periods as the Engineer may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede traveling public unnecessarily, nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, and erect temporary structures where necessary. When conditions permit resumption of work, the Contractor shall notify the Engineer twelve (12) hours in advance and shall proceed with the work only when and if authority is granted by the Engineer. Any work performed without approval by the Engineer will be at the Contractor's risk, and the Contractor shall be held liable for removal of any such work.

8. **STORAGE OF EQUIPMENT AND MATERIALS AND JOB SITE SAFETY**

8.1 It shall be the sole responsibility of the Contractors performing services for this contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

8.2 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, state and Federal Safety regulations.

8.3 If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

9. **WORK PROCEDURES**

9.1 Work shall be assigned to the Contractor in two (2) different fashions. First, the Engineer may request a written estimate, based on the contract prices, for a particular scope of work. Plans and specifications may accompany the request and the estimate shall conform to them. The Contractors shall visit the work site and submit a written estimate. Included in the quote shall be estimated quantities for each applicable line item, a brief description of repair to be done, and the work site location. If the written estimate is accepted, the Engineer shall give the Contractor a verbal Notice to Proceed and schedule the work. The County reserves the right to solicit bids on the open market when the Contractor's proposal for any work is \$25,000 or greater. Once the Notice to Proceed is given, the Contractor shall have ten (10) calendar days to mobilize at the job site and begin work.

9.2 Secondly, the Engineer may simply schedule work for the Contractor and instruct him to proceed. The Engineer will provide a schedule of work at least ten (10) days in advance. **No work shall be performed without the prior approval of the Engineer.** The issuance of a schedule of work by the Engineer is the official Notice To Proceed to the Contractor. Once the Notice to Proceed is given, the Contractor shall have ten (10) calendar days to mobilize at the job site and begin work. Work will be assigned geographically with little travel time between job sites.

9.3 The Contractor shall maintain a daily worksheet for documenting and reporting quantities. The Contractor shall supply these worksheets. They shall be three (3) part NCR paper with one copy for the Engineer, one copy for the Contractor and one copy for the Contractor's invoice. The Contractor shall fax a copy of the previous day's worksheet to the Engineer on a daily basis. A sample is included with this solicitation.

- 9.4 The Engineer shall inspect the work in progress and upon completion, and approve all work completed to his satisfaction. Any work not performed to the complete satisfaction of the Engineer shall be rejected and the work shall be corrected by the Contractor at no additional expense to Baltimore County. There shall be no exceptions to this provision. Baltimore County reserves the right not to approve additional work if it has not been pre-approved by the Engineer.
- 9.5 The Contractor shall submit a schedule of operating sequences and method of maintaining traffic to the Engineer and obtain his approval before any work is performed under this contract. The Contractor will be responsible for assisting others whenever possible to avoid delay in the progress of the work. In this connection, reference is made to the work to be done by others and the activities of the various utility companies within limits of and during the life of the Contract. All incidental costs and/or expenses occasioned by the schedule of the operation required to accomplish the work under this project, including the coordination of same with the work of other organizations, is to be absorbed by the Contractor in the several pay items indicated in the Proposal.
- 9.6 At the end of each work day, copies of all work tickets, itemizing each payment unit of measure and quantities generated for that day's work, shall be provided to the Engineer for review and verification of work.
- 9.7 In the event of emergency, the Contractor shall respond to the job site as quickly as possible, not to exceed eight (8) hours from time of notification. The Contractor shall furnish to the Engineer the names, addresses and phone numbers of two (2) individuals in his firm who can be contacted by the Engineer at any time in the event of an emergency. One of these two individuals shall respond to the Engineer within a maximum time period of four (4) hours. The Contractor shall be available twenty-four (24) hours per day, each day of the year for emergency work. For any emergency work performed in non-working hours, Baltimore County and the Contractor shall negotiate the contract pricing in a fair and equitable manner.

10. MAINTENANCE OF TRAFFIC

- 10.1 In addition to Section 107.08 of the Baltimore County 1976 Supplemental Specifications the following will apply:
 - 10.1.1 Appropriate work zone traffic control and sufficient flagmen shall be provided throughout the contract. For major traffic routes the traffic flow must be maintained in each direction at all times. Alternate flow may be allowed with use of flagmen and appropriate work zone traffic devices. On neighborhood streets the Contractor will be allowed to close a maximum of two blocks of any street during the application of Bituminous Concrete. The Contractor is to be responsible for road closure signs and proper marking of detour routes during the construction period. These roads are to be marked to the satisfaction of the Engineer prior to the commencement of work.
 - 10.1.2 Generally, traffic on residential streets may be detoured during the progress of work. Local traffic must have access to adjoining properties at all times. Streets under construction shall be opened to traffic on evenings and weekends following normal working hours, unless written permission is obtained from the Engineer to permit certain streets to remain closed.
 - 10.1.3 Care shall be exercised to prohibit traffic crossing the resurfaced area until final rolling operations have been completed and the bituminous material has cooled sufficiently.
 - 10.1.4 It shall be the Contractor's responsibility to notify the Baltimore County Bureau of Solid Waste Management and the Bureau of Utilities, at least five (5) days prior to the closing

of any street for construction. All road closures and detours shall be approved by the Baltimore County Division of Traffic Operations.

10.1.5 It shall be the Contractor's responsibility to notify Mr. Michael Filsinger, Chief of the Division of Traffic Operations (Phone 410-887-3554, Fax 410-887-5784), three (3) days before mailing or performing any operation which could affect traffic signal loops.

10.1.6 The Contractor must coordinate his/her construction sequence so that there will be a minimum inconvenience to the traveling public. The Department of Public Works reserves the right to restrict the Contractor's operation at any time on any road where, in the opinion of the Engineer, and undesirable traffic condition warrants same. Traffic must be maintained at all times by the Contractor.

10.1.7 Except for the items called out in these provisions, the cost of all maintenance of traffic will be included in contract bid prices for other items bid.

10.1.8 All maintenance of traffic must comply with the Uniform Code For Traffic Control Devices.

10.1.9 All maintenance of traffic signal will be included in the contract bid prices for the other items bid.

11. ROADWAY PATCHING

11.1 Included in the unit price bid, for the applicable items, shall be the replacement of macadam base course and bituminous surface and base courses removed or damaged by the Contractor in the performance of his work as directed by the Engineer.

11.2 It is the intent of this contract to disturb as little of the existing roadway outside the areas of concrete replacement as possible. Refer to Plate R-43 contained elsewhere in this proposal. At the direction of the Engineer, any additional damaged area deemed necessary for removal beyond the areas covered in Plate R-43 will not be paid for at the contract unit price bid for "Hot Mix Asphalt (HMA) contingent".

11.3 Undisturbed roadway areas within the construction limits that are directed to be removed by the Engineer will be paid for at the contract unit price bid for "Hot Mix Asphalt (HMA) contingent".

12. MEASURE AND PAYMENT

12.1 CONSTRUCT CONCRETE 4' SIDEWALK

12.1.1 The contract unit price bid per square foot for "Construction of Concrete Sidewalk" shall include all necessary excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.

12.1.2 Unless otherwise designated by the Engineer in the field, all concrete sidewalks shall conform to the Baltimore County Standards.

12.2 REMOVE AND REPLACE CONCRETE 4' SIDEWALK

12.2.1 The contract unit price bid per square foot for "Removing and Replacing Concrete Sidewalk" shall include removal and disposal of existing sidewalk and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping,

sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.

12.2.2 Unless otherwise designated by the Engineer in the field, all concrete sidewalks shall conform to the Baltimore County Standards.

12.3 CONSTRUCT CONCRETE COMBINATION CURB AND GUTTER

12.3.1 The contract unit price bid per linear foot for "Construction of Concrete Combination Curb and Gutter" shall include removal and disposal of existing concrete and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.

12.3.2 The Contractor shall use items for CR-6 Stone and for Borrow material as needed in fill areas.

12.3.3 Bid items have been prepared for construction of standard or modified curb section to match existing which shall be bid and paid for on a linear foot basis, measured in place at the front face of the curb, after completed and accepted.

12.4 REMOVE AND REPLACE CONCRETE CURB AND/OR COMBINATION CURB AND GUTTER. The contract unit price bid per linear foot for "Remove and Replace Concrete Combination Curb and Gutter" sections shall include removal and disposal of existing concrete and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item. This item will include both standard curb and gutter and modified curb and gutter built to the face height and top width to match existing curb where directed by this proposal or Engineer in the field.

12.5 CONSTRUCT 7" CONCRETE APRONS

12.5.1 The contract unit price bid per square foot for "Construction of Concrete Aprons" shall include removal and disposal of existing alley or driveway apron and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.

12.5.2 The maximum excavation required by the Contractor shall be from the top of the standard right of way cross section to the bottom of the required construction.

12.5.3 Unless otherwise designated by the Engineer in the field all concrete aprons shall conform to the Baltimore County Standards.

12.6 REMOVE AND REPLACE CONCRETE APRONS

12.6.1 The contract unit price bid per square foot for "Removing and Replacing Concrete Aprons" shall include removal and disposal of existing alley or driveway apron and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.

12.6.2 Unless otherwise designated by the Engineer in the field all concrete aprons shall conform to the Baltimore County Standards.

- 12.7 SAW CUTS – 2” - 4” MINIMUM DEPTH AND OVER 4” DEPTH. A minimum depth saw cut will be required for concrete walks, concrete aprons, and for curb and gutter wherever a portion of a monolithic pour of concrete is to remain. This item will not be used to pay for cutting a straight edge along bituminous concrete paving unless specifically directed by the Engineer. However, it is the Contractor’s responsibility to obtain an even paving tie-in as shown on Plate R-43. Payment for saw cutting does not include new contraction joints and is limited to cutting existing paving. No payment shall be made under this item for any correction or repair of the Contractor’s work.
- 12.8 INSTALL 3” PVC
- 12.8.1 The contract unit price per linear foot for “Installing 3” PVC Pipe Drain shall include removal and disposal of existing damaged drain, excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, and for all labor equipment, tools, and incidentals necessary to complete the item. This pipe shall meet ASTM Specifications Crushing Strength C4-55 and Tensile Strength Designation D838-527.
- 12.8.2 Contractor is responsible to connect all existing rain leaders, property drains, etc. through curb or into inlets. Additional pipe or drain holes through curb may be directed.
- 12.9 CR-6 AGGREGATE STONE SUB-BASE. This item will be used to fill voided areas under walks, curbs, and aprons; and as needed to maintain vehicle and pedestrian access. Payment is by the ton as delivered, placed and compacted.
- 12.10 BORROW MATERIAL FOR REFILL. Suitable borrow shall be used as needed for backfill under or behind concrete structures. This item will only be used in areas where the Contractor could not have anticipated the need for such fill. Payment is by the cubic yard compacted, this item does not apply to routine backfill of curbs, aprons, or sidewalks, which is the Contractor’s responsibility as part of those items.
- 12.11 SOLID SODDING
- 12.11.1 An item for sod is included for use only where the sidewalk or curb grade must be changed in a manner that the abutting area must be re-graded. The Engineer reserves the right to have sod placed anywhere excess excavation occurs, in his opinion, at the Contractor’s expense. Payment will only be made when the Engineer directs the use of sod in the re-graded area. Sod shall be placed between the dates of August 15 and May 31. Sod shall not be placed on frozen soil and no frozen sod shall be used. Sod shall be transported and installed without breaking, tearing or loss of soil. All sod shall be transplanted within 48 hours from the time it is harvested. The areas to be sodded shall present a smooth, uniform surface true to line and cross section, and any raking required to accomplish this shall be done immediately prior to placing of the sod at no additional cost. Sod shall be placed with close joints and no over lapping. No cracks will be permitted between sod pieces. All sod shall be tamped or rolled after placing to close the seams between sod pieces and to press the sod tight against the ground. A hand tamper shall weigh approximately 15 lbs. and have a flat surface of approximately 100 square inches. A roller shall weigh 40 lbs. Any slipping of sod shall be corrected by the Contractor without additional compensation. On slopes 2:1 and steeper, sod shall be placed with the long edges parallel to the contour starting at the bottom of the slope. Successive strips shall be neatly matched and all joints staggered or broken. Each strip or section of sod placed on slopes of 2:1 and steeper shall be staked securely with at least two staples or wooden pegs spaced not more than 2 feet apart and driven flush with the top of the sod. Each section of sod shall be thoroughly watered a minimum of three (3) times after placement. The first watering of sod shall be within four (4) hours after being placed and shall wet the soil to a depth

of three (3) inches below the sod. The second and third watering shall be within ten (10) days after the sod is placed. A minimum of twenty-four (24) hours shall elapse between the second and third watering.

- 12.11.2 At the time of acceptance all sod shall be firmly knitted, show signs of good health and have received initial watering.
- 12.11.3 Solid sodding will be measured and paid for at the contract unit price per square yard. The payment will be full compensation for all sod, initial watering, staking, liming, fertilizing and for all material, labor, equipment, tools and incidentals necessary to complete the work.
- 12.11.4 This specification is in addition to Article 36.06 – “Solid Sodding” contained in the Baltimore County Department of Public Works Standard Specifications and in the Errata and Addenda.

12.12 REMOVE AND REPLACE CONCRETE ROLL GUTTER

- 12.12.1 The Contract unit price bid per linear foot for “Removing and Replacing Concrete Roll Gutter” shall include removal and disposal of existing concrete and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.
- 12.12.2 Unless otherwise designated by the Engineer in the field, all concrete roll gutters shall conform to Baltimore County Standards, and shall be Type A (18” width) or Type B (26” width), as shown on Drawing H-1.
- 12.12.3 Removal and replacement of concrete roll gutters shall be bid and paid for on a linear foot basis, measured in place at the front of the gutter, after completed and accepted.

12.13 HOT MIX ASPHALT (HMA)

- 12.13.1 When necessary, and as directed by the Engineer, HMA shall be used to adjust the grade of the existing road to the new gutter edge. This includes placing a leveling wedge where the new gutter is higher or replacing the paving to a 3” depth where the gutter edge is lower – to a distance of up to 6 feet off of gutter edge if needed. This item will not be used to replace road material disturbed by the curb and gutter excavation. Where directed material will be used to tie in existing driveways and maintain entrances. SF material shall be used unless otherwise authorized. Payment will be by the ton of material placed.
- 12.13.2 The County shall provide to the Contractor, signs warning the homeowner of the Contractor’s work schedule. The Contractor shall post these signs in the area of work at least 48 hours prior to the scheduled time of work.
- 12.13.3 The Contractor shall adjust manholes, water meters, gas pots, inlet heads and grates, etc. on a force account basis.
- 12.13.4 The Contractor shall place “Construction Ahead” signs, lighted flashers and/or barricades at each end of the job before removing any sidewalks, curb and gutter driveway. The Contractor shall also furnish and place any additional flag, warning signs, lights, flagmen, etc. which in the opinion of the engineer are necessary to protect the traveling public. All cost for erecting, maintaining and removing of lighted flashers and/or barricades shall be included in the various unit prices.

- 12.13.5 Due to the small areas to be backfilled in this type of work, shredded topsoil material shall be used and all cost is to be included in the various unit prices.
- 12.13.6 In some instances, tree roots will be encountered that must be cut in order to replace the walk at the proper elevation. This work will be in items bid and will not be considered as an extra.
- 12.13.7 Grades for curb and gutter will be based on flow lines and will be as directed. Walk grades will be uniform between existing sections or as directed.
- 12.13.8 After the work is completed and before final payment is made therefore, the Engineer shall make final measurements to determine the quantities of various items of work performed as the basis for the payment. The Contractor will be paid for the actual amount of work performed in accordance with these Specifications as shown by the final measurement.
- 12.13.9 All longitudinal measurements for area will be made along the actual surface and not horizontally, and no deductions will be made for individual fixtures in the surface material, having an area of 4 square feet or less.
- 12.13.10 Payment will be established from item quantities and on a monthly basis as accepted by the Engineer.

12.14 CONSTRUCT CONCRETE 5' SIDEWALK

- 12.14.1 The contract unit price bid per square foot for "Construction of Concrete Sidewalk" shall include all necessary excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.
- 12.14.2 Unless otherwise designated by the Engineer in the field all concrete sidewalks shall conform to the Baltimore County Standards.

12.15 REMOVE AND REPLACE CONCRETE 5' SIDEWALK

- 12.15.1 The contract unit price bid per square foot for "Removing and Replacing Concrete Sidewalk" shall include removal and disposal of existing sidewalk and excavation, furnishing and placing all materials, including expansion material, backfilling, tamping, sod replacement, disposal of excess material, and for all labor equipment, tools, and incidentals necessary to complete the item.
- 12.15.2 Unless otherwise designated by the Engineer in the field all concrete sidewalks shall conform to the Baltimore County Standards.

12.16 PEDESTIRAN RAMP, FURNISH AND INSTALL WITH 7" CONCRETE, MIX #6, INCLUDING REPLACEABLE CAST IN PLACE DETECTABLE WARNING SURFACE, 2' X 4'.

- 12.16.1 In instances where curb and gutter(s) is to be replaced on the radius of a street corner, pedestrian ramp(s) are to be installed as directed by the Engineer in the field. The Contract unit price bid per square foot for "Remove and Replace Sidewalk(s) with 7" Concrete, mix 6, and 2' x 4' replaceable detectable warning surface Pedestrian Ramp(s) Using Mix 6 Concrete" shall include the removal and disposal of existing concrete, trimming and/or removal of tree roots contained in the area excavated, furnishing and placing all materials, including expansion material,

backfilling with approved topsoil, tamping, seeding and mulching, and for all labor, equipment, tools and incidentals necessary to complete the item shall be included in the unit price bid for the item. A coarse fiber broom is to be used to provide a rough surface finish.

12.16.2 Where pedestrian ramp(s) are to be installed as directed by the Engineer in the field, all depressed curb for pedestrian ramp(s) shall be paid for under the item "Remove and Replace Concrete Curb(s) and/or Combination Curb and Gutter(s) Using Mix 6 Concrete".

12.16.3 This item shall be type 1 replaceable cast in place as approved by the Maryland State Highway Administration.

12.16.4 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

12.17 PEDESTRIAN RAMP, REMOVE AND REPLACE WITH 7" CONCRETE, MIX #6, INCLUDING REPLACEABLE CAST IN PLACE DETECABLE WARNING SURFACE, 2' X 4'.

12.17.1 In instances where curb and gutter(s) is to be replaced on the radius of a street corner, pedestrian ramp(s) are to be installed as directed by the Engineer in the field. The Contract unit price bid per square foot for "Remove and Replace Sidewalk(s) with 7" Concrete, mix 6, and 2' x 4' replaceable detectable warning surface Pedestrian Ramp(s) Using Mix 6 Concrete" shall include the removal and disposal of existing concrete, trimming and/or removal of tree roots contained in the area excavated, furnishing and placing all materials, including expansion material, backfilling with approved topsoil, tamping, seeding and mulching, and for all labor, equipment, tools and incidentals necessary to complete the item shall be included in the unit price bid for the item. A coarse fiber broom is to be used to provide a rough surface finish.

12.17.2 Where pedestrian ramp(s) are to be installed as directed by the Engineer in the field, all depressed curb for pedestrian ramp(s) shall be paid for under the item "Remove and Replace Concrete Curb(s) and/or Combination Curb and Gutter(s) Using Mix 6 Concrete".

12.17.3 This item shall be type 1 replaceable cast in place as approved by the Maryland State Highway Administration.

12.17.4 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

12.18 CLASS 1A EXCAVATION. This item shall be paid for at the contract unit price per cubic yard, which, price and payment shall constitute full compensation for all excavation and hauling; for the formation and compaction of embankments and backfills; for disposing of excess and unsuitable materials; the preparation and completion of subgrade and shoulders, except as otherwise specified; for rounded and transition slopes; and for all labor, materials, equipment, traffic control, mobilization, and incidentals necessary to complete the item. Payment will not be made for the excavation of any material which is used for purposed other than those designated.

12.19 CLASS 2 EXCAVATION. This item shall be paid for at the contract unit price per cubic yard, which, price and payment shall constitute full compensation for all excavation and hauling; for the formation and compaction of embankments and backfills; for disposing of excess and unsuitable materials; the preparation and completion of subgrade and shoulders, except as

otherwise specified; for rounded and transition slopes; and for all labor, materials, equipment, traffic control, mobilization, and incidentals necessary to complete the item. Payment will not be made for the excavation of any material which is used for purposed other than those designated.

12.20 MOBILIZATION

12.20.1 The initial set-up and breakdown/removal of all equipment used on the job site, including all labor used in the set-up and breakdown.

12.20.2 Paid for as an each price per job regardless of the scope of work. Work in one area or on one street in which the areas of activity are contiguous or close together, regardless of the scope or scopes of work, is considered one job and the Contractor shall be paid for one mobilization. Work, at least ½ mile away from the last work area, that requires the Contractor's crew to break down the equipment, relocate, and reset at the new work are, is considered to be a new job and the Contractor shall be paid for another mobilization.

12.21 MAINTENANCE OF TRAFFIC – ARROW BOARD. This item shall be paid for at the contract unit price per arrow board per day. All costs of operation shall be included in the unit price. A day shall be a minimum of four (4) hours. Usage of an arrow board for less than four (4) hours shall not be a pay item and shall be incidental to the other contract bid items. The location and frequency of arrow boards shall be at the direction of the Engineer.

12.22 MAINTENANCE OF TRAFFIC – FLAGMAN. All flagmen used under this agreement shall be certified by the State of Maryland Highway Administration. This item shall be paid for at the contract unit price per man hour for work performed on the job only. The number of flagmen, hours worked, and placement in the field shall be at the direction of the Engineer.

12.23 CONSTRUCT 7" VALLEY GUTTERS

12.23.1 The contract unit price bid per square foot for "Construction of 7" Valley Gutters" shall include removal and disposal of excavation, furnishing and placing all materials, including expansion material, backfilling, sub-base, tamping, and for all labor equipment, tools, and incidentals necessary to complete the item.

12.23.2 Unless otherwise designated by the Engineer, all valley gutters shall conform to the Baltimore County Standards contained elsewhere in this proposal.

12.24 REMOVE AND REPLACE 7" VALLEY GUTTERS

12.24.1 The contract unit price bid per square foot for "Removing and Replacing 7" Valley Gutters" shall include removal and disposal of excavation, furnishing and placing all materials, including expansion material, backfilling, sub-base, tamping, and for all labor equipment, tools, and incidentals necessary to complete the item.

12.24.2 Unless otherwise designated by the Engineer, all valley gutters shall conform to the Baltimore County Standards contained elsewhere in this proposal.

12.25 MIX 6 CONCRETE FOR MISCELLANEOUS STRUCTURES

12.25.1 The work proposed under this item involves miscellaneous types of structures of concrete built according to the specifications and/or standards for concrete structures. Included are such work items as endwalls, steps, pipe encasements, etc., all of which involve relatively small amounts of concrete.

12.25.2 All miscellaneous structures will be measured on the basis of the volume in cubic yards of concrete actually used in their construction. The payment will be in full compensation for furnishing, placement and all materials, labor, equipment, tools and incidentals necessary to complete the work.

12.26 HOT MIX ASPHALT RESURFACING

12.26.1 The Contractor shall procure the Engineer's approval of methods before proceeding with this operation.

12.26.2 Payment shall be by the ton of Superpave. Payment shall include all material, equipment, hauling, compaction, incidental work, and traffic control.

12.27 HOT MIX ASPHALT FOR PAVING FAILURES

12.27.1 Where directed by the Engineer paving failures in the base course shall be removed and replaced in accordance with the included detail "Pavement Failure Repairs". Material shall conform to Section 901 as follows: "Aggregate Base shall conform to ASTM D2940. Unless otherwise specified, the gradation Design Range shall control and the limit for material finer than the .02 mm is waived. The percentage of wear shall not exceed 50 when tested in accordance with T-96. The soundness loss by 5 cycles of sodium sulfate shall not exceed 12% when tested in accordance with AASHTO T-104." If in the judgment of the Engineer, the failure is limited to the asphalt bound paving, this item will not be used.

12.27.2 Payment shall be by the ton of ABC as determined by computing the volume of excavation and assuming an aggregate weight of 150 lbs. per. cubic foot; and will be considered full compensation for all material

12.28 MILLING EXISTING PAVEMENT TO A DEPTH OVER 2" AND LESS THAN 4"

12.28.1 Locations will be marked, if needed for removal of existing pavement to the length, width, and depth directed. Payment for milling will be by the surface area marked, using a half lane machine. Roads in this contract may be milled only for the purpose of planning the road in areas prior to surfacing, and some roads may be milled in their entirety. Payment shall be by the square yard removed.

12.29 MILLING EXISTING PAVEMENT TO A DEPTH OF 2" OR LESS

12.29.1 Locations will be marked, if needed for removal of existing pavement to the length, width, and depth directed. Payment for milling will be by the surface area marked, using a half lane machine. Roads in this contract may be milled only for the purpose of planning the road in areas prior to surfacing, and some roads may be milled in their entirety. Payment shall be by the square yard removed.

12.30 STAMPED CONCRETE

12.30.1 The contract unit price is per square foot and includes all labor, equipment, materials, tools, supervision, and related costs to furnish and install the finished product. Demolition and removal of the existing is incidental to the unit price.

12.30.2 This work shall consist of placing conventionally reinforced colored and imprinted Portland cement concrete as directed by the Engineer. The conventionally reinforced colored and imprinted Portland cement concrete will be constructed using Mix No. 6 in conformance to 902.10.13 Portland Cement Concrete Mixtures.

The concrete shall be colored using ready-to-use, dry-shake type colored hardener and shall be streak-free intergrinds of pigments, surface conditioning and dispersing agents, and Portland cement blended with hard graded aggregates. The color hardener shall have a sufficient history of use with proven durability and stability. The color of the color hardener shall be dark tan supplemented with warm grey and dark brown color hardener to produce a range of color variations similar to that which occurs in natural random stone. Samples of the color hardener shall be submitted for color approval by the Engineer. The imprinting tools shall be capable of creating a random broken stone pattern as approved by the Engineer. Concrete shall be cured with a liquid membrane-forming compound. The curing compound shall be manufactured by the same manufacturer as the color hardener and shall be color matched to the hardener.

- 12.30.3 Prior to beginning any work, the Contractor shall provide a sample panel showing the size, color, texture, and pattern of the imprinted concrete. The sample must be approved by the Engineer. The same shall remain on the site to be used by the Engineer as a basis for comparison for the elements to be constructed on the project. The Contractor for colored and imprinted concrete shall provide proof that he is qualified to and has previously produced such a specialty concrete and can comply with the provision specified herein and shown on the plans. The Contractor shall limit the number of section to be poured at one time so as to be adequately imprint the concrete while still in the plastic stage of set. The concrete shall be placed and screeded to the finished grade and floated to a uniform surface in accordance with 520.03. Color hardener shall be applied evenly to the concrete surface while in the plastic stage of set by the dry-shake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each and troweled only after the final floating. The color of the color hardener shall be dark tan and have additional color hardener of warm grey and dark brown applied to provide a range of color variations similar to a natural random flagstone pattern. While the concrete is still in the plastic stage of set, imprinting tools shall be applied to make the desired impression to the surface. The imprinted surface shall be curing in accordance with 520.03.12 using a liquid membrane-forming compound to match the dark tan color hardener.

12.31 COLORED AND IMPRINTED CONCRETE, 4" THICK, COBBLESTONE PATTERN.

- 12.31.1 The Contract unit price is per square foot and includes all labor, equipment, materials, tools, supervision, and related costs to furnish and install the finished product. Demolition and removal of the existing concrete is incidental to the unit price.
- 12.31.2 This item shall consist only of such paving as the Engineer may order. Prior to the application of any bituminous material, the Contractor shall remove deficient concrete pavement and replace it with four (4) inch concrete paving (MIX 6) as directed by the Engineer.
- 12.31.3 The stamp shall be a cobblestone pattern using gray pigment mixed into the concrete before it is poured.

12.32 COLORED AND IMPRINTED CONCRETE, 7" THICK, COBBLESTONE PATTERN.

- 12.32.1 The Contract unit price is per square foot and includes all labor, equipment, materials, tools, supervision, and related costs to furnish and install the finished product. Demolition and removal of the existing concrete is incidental to the unit price.
- 12.32.2 This item shall consist only of such paving as the Engineer may order. Prior to the application of any bituminous material, the Contractor shall remove deficient

concrete pavement and replace it with four (4) inch concrete paving (MIX 6) as directed by the Engineer.

12.32.3 The stamp shall be a cobblestone pattern using gray pigment mixed into the concrete before it is poured.

12.33 FURNISH AND INSTALL BRICK PAVERS.

12.33.1 The Contract unit price per square ft. of "Brick Pavers" shall include furnishings and placing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

12.33.2 Standard 4" x 8" x 2-3/8" thick red brick paver with suitable grout material to meet the manufacturer's recommended installation.

12.33.3 Pavers shall be suitable in strength for travel ways and walkways when placed on an appropriate sub-grade material.

12.33.4 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

12.34 REMOVE AND RESET BRICK PAVERS.

12.34.1 The contract unit price per square foot to "Remove and Reset Brick Pavers" shall include all labor, equipment, tools, and incidentals necessary to complete the item.

12.34.2 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

12.35 TOP SOIL

12.35.1 This item shall consist only of placement of such material as directed by the Engineer. Payment will be by the cubic yard and will be in full compensation for furnishing, placement and all material, which includes seeding, labor, equipment, tools and incidentals necessary to complete the work.

12.35.2 All work shall be completed in accordance with the methods and payment of Section 700.

12.36 FURNISH AND INSTALL 8 INCH UNDERDRAIN(S)

12.36.1 The contract unit price per linear foot for "Installing 8 inch PVC Pip Drain(s)" shall include excavation, furnishing and placing all materials, backfilling with shredded topsoil, tamping, seeding and mulching and for all labor, equipment, tools, and incidentals necessary to complete the item shall be included in the unit price bid for the item.

12.36.2 All connections and fillings used are considered incidental to the installation.

12.36.3 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

12.37 SOIL STABILIZATION MATTING

12.37.1 Measurement for soil stabilization matting will be made of the surface area of soil stabilization matting measured in place and acceptably installed.

12.37.2 Payment for soil stabilization matting will be made per sq. yd. The price bid shall include all labor, tools, equipment and materials necessary to satisfactorily complete the work. The seed mixture shall be the same as in the areas immediately adjacent to the area where matting is to be placed.

12.38 TEST PIT EXCAVATION

12.38.1 This item is to be used as directed by the Engineer in accordance with the methods and payment of Section 205.

12.38.2 Unless otherwise specified or as directed by the Engineer all construction shall conform to Baltimore County Standards.

12.39 MAILBOX ADJUSTMENTS

12.39.1 Remove existing mailboxes and mailbox supports. When required by construction sequencing, relocate mailboxes at locations agreeable to owner and U.S. Postal Service. Reinstall same mailboxes and mailbox supports.

12.39.2 The Engineer will measure each mailbox installation. The Engineer will not measure for separate payment temporary mailbox relocations required due to construction sequencing.

12.40 SEEDING AND MULCHING, FURNISH AND INSTALL.

12.40.1 This work shall consist of furnishing and placing fertilizer, temporary seed and mulch on cuts, fills, stockpiled topsoil, and subsoil areas.

1. Materials
2. Fertilizer 920.03.1
3. Mulch Binder 904.05 and 920.05.04
4. Seed 920.04.01 and 920.04.02
5. Mulch 920.05.03 and 920.05.04
6. Water 920.08.01

12.40.2 Seeding and mulching shall be done any time of the year, as directed by the Engineer. Grading and shaping operations may be required before seeding.

12.40.3 Application Rates:

21) MATERIAL	22) LB PER 1000 FT2 23) (kg/100m2)	24) LB PER ACRE 25) (kg/ha)
26) Temporary Seed Mix	27) 2.9 (101)	28) 125 (115)
29) Fertilizer (10-20-10)	30) 17.2 (6.9)	31) 750 (690)
32) Mulch (Straw or Hay)	33) 91.8 (36.9)	34) 4000 (3690)
35) Mulch Binder	36)	37)
38)	39) 17.2 (6.9)	40) 750 (690)
(a) Wood Cellulose Fiber	44) Gallons per 1000 ft2	47) 48) Gallons per Acre
	45) (1/100 m2)	49) (l/ha)
41) or	46) 8.0 (32.7)	50) 350 (3270)

12.40.4 Seeding shall consist of soil preparation, applying seed, fertilizer, and mulch. Soil shall be loosened from grading operations. Compacted soil surface shall be loosened as approved by the Engineer before seed is applied. Seeding, fertilizing, and mulching shall conform to 705.03.01 and 705.03.02. Straw mulching shall conform to 705.03.01 and 704.03.02. Wood cellulose mulching shall conform to 705.03.01 and 705.03.02

12.40.5 Seeding and mulching shall be measured and paid for by the square yard. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work. Replacing mulch due to the Contractor's negligence, as determined by the Engineer, shall be at the Contractor's expense. After acceptance, mulch requiring replacement, as directed by the Engineer, will be paid for as additional work or extra work. Contractor shall also note that at any time under the discretion of the Engineer, he/she will be responsible to remove any mulching material used to establish newly seeded areas.

12.41 8" MODULAR BLOCK WALL, REINFORCED.

12.41.1 The contract unit price per square foot for "8" Modular Block Wall, Reinforced" shall include soil removal and disposal, furnishing and placing all materials, aggregates, drainage, backfill, and compaction and for all labor, equipment, tools, and incidentals necessary to complete the bid item, shall be included in the bid price for the item.

12.41.2 A design by a Maryland Registered Professional Engineer shall be submitted for approval prior to construction.

12.41.3 Unless otherwise specified or as directed by the Engineer all construction shall conform to Attachment J and Baltimore County Standards.

13. MINIMUM QUANTITIES OF WORK

13.1 Sidewalk, aprons, and/or pedestrian ramps, furnish and install, and/or remove and replace: 1000 square feet.

13.2 Curb and gutter, furnish and install, and/or remove and replace: 150 linear feet.

13.3 Any combination of curb, gutter, and sidewalk, furnish and install or remove and replace, equivalent to the monetary value of Section 13.1.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT**

**PART II SOLIDWASTE TRANSFER STATIONS
GENERAL CONDITIONS**

1. SCOPE

- 1.1 Baltimore County Government shall purchase concrete paving services covered by this agreement which may be required during the period of time covered by this agreement. These construction services shall be performed for agencies under the Department of Public Works. The quantities shown are approximate and for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the Contractor, if it is found that such services are not required by Baltimore County. There shall be no compensation for work estimated in this solicitation but not ordered during the term of this agreement. The quantities for these items may be increased or decreased without and adjustment to the contract unit price or the item(s) may be deleted entirely from the contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against Baltimore County for any adjustments to the contract unit price bid, should the item(s) be increased, decreased, or eliminated.
- 1.2 Specific paving services will be required for the Bureau of Solid Waste at three (3) facilities:
- 1.2.1 Central Acceptance Facility (CAF): 201 West Warren Road, Cockeysville, MD 21030
- 1.2.2 Western Acceptance Facility (WAF): 3310 Transway Road, Halethorpe, MD 21227
- 1.2.3 Eastern Sanitary Landfill Solid Waste Management Facility (ESL): 6259 Days Cove Road, White Marsh, MD 21162
- 1.3 Baltimore County reserves the right to add additional facilities as may require these services. Pricing for new locations will be negotiated between the County and the Contractor and shall remain firm for the term during which they were added. The prices will be eligible for escalation in subsequent renewal terms.
- 1.4 The work to be done under this contract includes but is not limited to the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- 1.5 Multi-Agency Procurement. Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A delivery order release will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.

2. TERM OF CONTRACT

- 2.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.

- 2.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

3. **AWARD**

- 3.1 Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 3.6 The reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award.
- 3.7 **Each successful bidder and their approved subcontractors must collectively be pre-qualified with the Baltimore County Department of Public Works in Classification A-1 prior to award of the contract. Each bidder must submit their list of sub-contractors and their pre-qualified classifications with his/her bid. All sub-contractors must be approved by the Baltimore County Department of Public Works prior to award of the contract.**
- 3.4 **For paving services for the Bureau of Solid Waste, the successful bidder and their approved subcontractors must collectively be pre-qualified with the Baltimore County Department of Public Works in Classifications A-2 and E prior to award of the contract. Each bidder must submit their list of sub-contractors and their pre-qualified classifications with his/her bid. All sub-contractors must be approved by the Baltimore County Department of Public Works prior to award of the contract.**
- 3.5 The award of this contract to the successful bidder(s) is subject to an appropriation of funds by the County Council of Baltimore County.

4. **COOPERATIVE PURCHASE**

- 4.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 4.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

5. **APPLICABLE GENERAL CONDITIONS AND SPECIFICATIONS**. All work performed under this contract shall be done under strict compliance with the specifications bound herewith and with the "Baltimore County Standard Specifications for Construction" dated February, 2000 and as updated periodically, herein referred to as "Standard Specifications", and the Baltimore County "Standard Details for Construction" dated 2007 and as updated periodically, herein referred to as "Standard Details", and subsequent addenda thereto, so far as the same may be applicable, a copy of the same being on file in the Office of the County Executive, the Office of the Director of Public Works for

Baltimore County. The General Conditions and Specifications Sections are in addition to the County's Standard Specifications Section, and General Instructions for Formal Bids will take precedence.

6. **PRICES.** Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.
7. **ESCALATION.** All prices offered herein shall be firm against any increase for one (1) year from the effective date of this proposed agreement.
 - 7.1 Prior to commencement of subsequent renewal term for all line items except those for hot mix asphalt and concrete, the County will entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
 - 7.2 For line items for hot mix asphalt and concrete, Baltimore County will entertain a request for escalation equal to the actual cost increase to the Contractor. Bona-fide documents or price sheets from the manufacturer must accompany any request for price escalation for hot mix asphalt and concrete items. Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days.
 - 7.3 For all line items except hot mix asphalt and concrete, if the price increase is approved, the price will remain firm for 365 days from the date of the increase. For the items of hot mix asphalt and concrete, if the price increase is approved, the price will remain firm for 120 days from the date of the increase.
8. **ENGINEER.** The term "engineer" shall be used throughout this solicitation and designated as the person responsible for the administration of this agreement. The "engineer" shall be authorized by the Director of the Department of Public Works. For any Baltimore County agency or for entities outside of the general County government (e.g. Baltimore County Board of Education, State of Maryland Highways Administration), that wish to piggyback this agreement, the "engineer" shall be designated by their respective department heads.
9. **MATERIALS, WORKMANSHIP, PERMITS, LICENSES**
 - 9.1 With regard to this contract, the Engineer, or his designated representative, will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Engineer, or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
 - 9.2 The County reserves the right to make unannounced periodic inspections of the work in progress.
 - 9.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.
 - 9.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

10. MATERIAL SAFETY DATA SHEET.

10.1 If the product herein described contains any ingredient or if the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Division, Room 148, Courthouse, 400 Washington Avenue, Towson, MD 21204-4665.

11. MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT.

11.1 In some sections, this specification might mention specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the maned material. Approval(s) must be in writing prior to beginning work.

11.2. The Contractor will notify the County, or his representative, immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

12. GUARANTEES. All materials and structures furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of one (1) year from the date of acceptance of the system by the County against any and all defects in materials, workmanship and installation.

13. INQUIRIES. Any inquiries relative to this bid should be directed to Kathy Madary, the Buyer, at (410) 887-3888.

14. INVOICES

14.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For dumping charges, the Contractor must include copies of the landfill scale tickets, both light and heavy. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the Engineer prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, Maryland 21204. A copy of each invoice must be submitted to the Engineer. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore county's order, whichever date is later. Under no circumstances will interest be paid.

14.2 Baltimore County may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:

14.2.1 Defective work not remedied.

14.2.2 Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.

14.2.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.

14.2.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.

14.2.5 Damage to another Contractor.

14.2.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

15. **CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The county shall give notice of observed defects with reasonable promptness.

16. **ASSIGNMENT.** The Contractor shall not assign the contract. He/she shall not sublet as a whole or sublet it by trades or other portions in an amount of more than 75% of the monetary value of the contract. The remaining 25% shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs for insurance, overhead, supervision, etc., may not be claimed as a portion of the 25% mentioned above. The execution of work by a subsidiary of the Contractor is not considered direct employment. The Contractor shall not assign any monies due to or to become due to him/her hereunder, without the previous written consent of the County.

17. **LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this contract, or receipt in full in knowledge or information the releases and receipt include all the labor and material for which a lien could be filed, but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him/her against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

18. **MARYLAND STATE SALES TAX**

18.1 Contractors who are performing work for the State of Maryland or any of its political subdivisions are required to pay tax on materials and supplies which will be incorporated in the work.

18.2 The Contractor must pay the tax on all equipment which he/she purchases even though it may be used on a job for the State or any of its political subdivision.

19. **EMPLOYEES**

19.1 **QUALIFICATIONS OF EMPLOYEES.** Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of work. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.

19.1.1 **Licensed Employees.** When County, State or Federal laws required that certain personnel be licensed, then all such personnel employed on the work shall be so licensed.

19.1.2 **Quality of Labor.** The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in his proposal.

19.1.3 Work Areas. The Contractors shall confine the operations of his/her employees to the limits as provided by law, ordinance, permits or directions of the Department of Public Works.

19.1.4 Superintendent. The Contractor shall keep on his/her work, at all times during its progress, a competent superintendent and all necessary assistants. The Superintendent will represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed on written request in each case. Should the Superintendent be complained of by the Chief of the Bureau of Highways and Traffic, or his/her designated representative, for cause, he/she shall be removed from the work and a new Superintendent shall be assigned to the project.

19.1.5 Discipline. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person. He/she shall enforce all instructions relative to use of water, heat, power, no smoking, and control any use of fires as required by law and for the Department of Public Works. Employees must not be allowed to loiter on the premises before or after job working hours.

19.2 WARRANTY AND SERVICE. Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems.

20. RELATION OF CONTRACTOR AND SUBCONTRACTOR

20.1 The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, Baltimore County's Standard Specifications for Construction, the General Conditions, the Drawings and Construction Specifications as far as applicable to his/her work, unless specifically noted to the contrary in the subcontract approved in writing as adequate by the Department of Public Works.

20.2 The Subcontractor agrees to be bound to the Contractor by the terms of the Agreement, Baltimore County's Standard Specifications for Constructions, Special Provisions, Construction Specifications, and to assume toward him/her all obligations and responsibilities that he/her, by those documents, assumes toward the County.

21. MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS The resulting minority and women business participation requirement for this contract is **15%**.

21.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.

21.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

21.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to

complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.

- 21.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online using the MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime Contractors and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The contractor must provide a contact person and contact information for the MBE/WBE compliance reporting. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

22. **INSURANCE**

- 22.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 22.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 22.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.
- 22.4 The contractor must investigate and report on any complaints that might arise in connection with the use of his/her materials and supplies.

23. **BONDS**

- 23.1 The Contractor shall be required to give both a performance and payment bond, each in the amount of the contract, conditioned that it shall comply in all respects with the terms and conditions of the contract and the Contractor's obligations thereunder, including the specifications.
- 23.2 In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC).

The **Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa)**, an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions.

For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone 410-333-2470. Or visit their website at www.mmgroup.com for information,

applications and a checklist of required documents and reports that must accompany the application.

24. BID DEPOSIT REQUIREMENTS

- 24.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.
- 24.2 When specified, bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for five percent (5%) of the amount of the bid; or a Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond form provided by the County will be acceptable and must be completed by a surety company duly licensed under the Laws of the State of Maryland.
- 24.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 24.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.

25. PRE-BID CONFERENCE

- 25.1 **A pre-bid conference will be held on Wednesday, November 16, at 1:00 pm in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204.** The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
- 25.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

26. "SAMPLE" FORM CONTRACT

- 26.1 A sample of the County's form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror's bid response.
- 26.2 If the Offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 26.3 All Offeror's further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

27. ELECTRONIC VERSION SUBMITTAL

- 27.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT**

**PART II SOLIDWASTE TRANSFER STATIONS
SPECIFICATIONS**

1. SCOPE OF WORK – GENERAL, SOLID WASTE TRANSFER STATIONS, PAVING SERVICES.

1.1 In general, the scope of this contract shall be to furnish all labor, materials, tools, equipment, and supervision for the following concrete paving services:

1.1.1 The intent of these specifications is to cover preparation, removal, and replacement of transfer station floors, hot mix asphalt pavement milling and patching, concrete curb and gutter replacement, utility adjustments, and related items at existing Baltimore County Bureau of Solid Waste transfer stations.

1.1.2 The County reserves the right to add or delete locations in its sole discretion if needed.

1.2 The requirements listed above are intended as an aid to the Contractors to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

1.3 The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work. All work shall be performed on a time and materials basis.

1.4 The facilities include but are not limited to:

1.4.1 Central Acceptance Facility (CAF): 201 West Warren Road, Cockeysville, MD 21030

1.4.2 Western Acceptance Facility (WAF): 3310 Transway Road, Halethorpe, MD 21227

1.4.3 Eastern Sanitary Landfill Solid Waste Management Facility (ESL): 6259 Days Cove road, White Marsh, MD 21162.

2. LOCATION OF WORK AND EXISTING CONDITIONS

2.1 The work sites shall be located within the boundaries of Baltimore County, Maryland.

3. WORK SCHEDULE AND PROTECTION OF PROPERTY.

3.1 All work shall be performed during each facility's operating hours as shown in 18.1.1 through 18.1.3 unless agreed upon mutually by the Contractor and the County. It shall be the Contractor's responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the County.

18.1.1 CAF: Monday through Saturday, 6:00 AM – 4:00 PM

18.1.2 WAF: Monday through Saturday, 6:00 AM – 4:00 PM

18.1.3 ESL: Monday through Saturday, 6:30 AM – 3:30 PM

- 3.2 No work shall be performed during County holidays: Memorial Day, Independence Day, and Labor Day.
- 3.3 The Contractor is responsible to protect all existing and newly installed work, material, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the County, or his designated representative.

4. **MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT.**

- 4.1 In some sections, this specification might mention specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work.
- 4.2 The Contractor will notify the County, or his representative, immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

5. **WARRANTY AND SERVICE.** Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems.

6. **VARIATIONS IN ESTIMATED QUANTITIES.** Section GP-4.04 of the Baltimore County Department of Public Works "Standard Specifications for Construction and Materials", dated February, 2000, does not apply to this bid solicitation and subsequent contract.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART I AND PART II
SPECIAL PROVISIONS**

1. PROJECT DESCRIPTION.

- 1.1 This project includes the replacement of transfer station floors at Baltimore County Solid Waste facilities and includes related preparations. The project also includes hot mix asphalt pavement milling and patching, concrete curb and gutter replacement, utility adjustments, and associated items.
- 1.2 Replacement of floors shall consist of milling existing asphalt and placing hot mix asphalt of a specified average thickness, generally laid in one course. In areas where needed, a leveling or wedge course will be used as directed by the County. The Western Acceptance Facility also includes milling the surface of an existing reinforced concrete floor, and replacement with a concrete overlay.
- 1.3 The anticipated total thickness for single course resurfacing shall generally be 2 or 3 inches as noted in the proposal, to return pavements to match adjacent finished pavement following compaction. However, the County may determine a need to change the depth as needed, including use of base course asphalt before construction of finished surface course. The depths noted are average depths that should be reasonably obtained by the Contractor. Payment for hot mix asphalt pavement items will be based on approved unit prices (i.e., tons).
- 1.4 The governing specifications for this project will be the Baltimore County Department of Public Works Standard Specifications for Construction and Materials dated February 2000, Standard Details for Construction dated February 2000, Supplemental Specifications to the Standard Specifications for Construction and Materials dated December 1, 2000 and May 2002, and any subsequent addenda, along with the bid solicitation General Conditions, Specifications and General Instructions for Solicitations.
- 1.5 Surface paving is restricted to ambient temperatures of 40° F and rising.
- 1.6 These Special Provisions are hereby made a part of the Contract. In case of any conflict with the 2000 "Standard Specifications" (as currently revised), "General Provisions" or other sections of the Contract, these Special Provisions shall govern.
- 1.7 These Special Provisions are hereby made part of this Contract and in case of any conflict between them and any other part of the specifications the Special Provisions shall govern.
- 1.8 The County reserves the right to make such alterations in the character of the work or the quantities stated in the Proposal as he /she may consider necessary.

2. PART I - ASPHALT.

2.1 Facilities

2.1.1 Central Acceptance Facility (CAF)

- 2.1.1.1 General Paving Areas: Exclusive of the waste transfer station and the single stream recycling building, there is a total of approximately 38,350

S.Y. of pavement which could potentially require repairs. Refer to Figure 1 in Attachment A for paving areas.

2.1.1.2 Tipping Floor: The waste transfer station at CAF is anticipated to required 2" milling and resurfacing for the entire tipping floor the first year with Superpave HMA 12.5 mm PG-76-22 Level 2. The 'push floor', outside of the building and immediately adjacent to the transfer station, is also anticipated to require 2" milling, and resurfacing with Superpave HMA 12.5 mm PG-76-22 Level 2. The tipping and push floor are anticipated to be replaced in corresponding halves as defined by the County, alternating between each side of the matching tipping and push floor each year.

2.1.2 Western Acceptance Facility (WAF)

2.1.2.1 General Paving Areas: Exclusive of the commercial waste transfer station and the residential transfer station, there is a total of approximately 15,100 S.Y. of pavement which could potentially require repairs. Refer to Figure 2 in Attachment A for paving areas.

2.1.2.2 Tipping Floor: The commercial waste transfer station at WAF is anticipated to required 3" milling and concrete resurfacing for the entire tipping floor every four (4) years. The concrete is anticipated to be replaced in-kind, with 3" of SHA Mix 9 concrete with steel fiber reinforcement. The entrance to the building has an area of asphalt paving, including a 'containment hump' at the entrance. To replace this asphalt with Superpave HMA 12.5 mm PG-76-22 Level 2 will require 3" milling, plus the removal of the entrance hump.

2.1.3 Eastern Sanitary Landfill (ESL)

2.1.3.1 General Paving Areas: Exclusive of the waste transfer station and the recycling transfer station, there is a total of approximately 38,955 S.Y. of pavement which could potentially require repairs. Refer to Figure 3 in Attachment A for paving areas.

2.1.3.2 Tipping Floor: The waste transfer station at ESL is anticipated to required 2" milling and resurfacing for half of the tipping floor ,as defined by the County, annually, including a small 'bump out' at the entrance. Half of the tipping floor, as defined the County, is anticipated to be replaced with Superpave HMA PG-76-22 Level 2, alternating between each half each year.

2.2 Milling Operations

2.2.1 The equipment shall meet the latest standards set forth by the Air Quality Act for noise and air pollution control.

2.2.2 The machine shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine will be equipped with means to effectively control dust generated by the cutting operation.

2.2.3 Sufficient equipment should be available to immediately clean up millings and fine particles in accordance with previously stated environmental standards by vacuum or mechanical sweeper. The type of equipment used shall have been demonstrated to operate successfully on similar work.

- 2.2.4 When the contractor performs a milling operation abutting any and all curb and gutter, valley gutter and concrete paving, the area will be measured and paid for, under the Minor Milling item, by the actual linear feet milled using a standard width of (3') three feet regardless of the actual width milled.
- 2.3 Construction Requirements for Superpave Hot Mix Asphalt 12.5mm PG-76-22 and PG-64-22 (Level 2) Resurfacing
- 2.3.1 In placing the Superpave HMA PG-76-22 and 64-22 12.5mm Level 2, the Contractor shall make full use of spreading and finishing machine operations. In the tapering of the surfacing, and wherever the placing of surfacing materials is not adaptable to machine methods, the material may be applied by hand methods. All areas inaccessible to normal rolling operations shall be thoroughly tamped by approved methods.
- 2.3.2 The Contractor will be held solely responsible for all damage to the abutting areas of the facility. Anything damaged during construction shall be replaced or repaired at no cost to the County.
- 2.3.3 The Contractor is responsible for notifying the Public Utility and "Miss Utility" when it is applicable to work being planned.
- 2.3.4 The cost involved in cleaning the existing surface will not be paid for directly, but is incidental to the other line items.
- 2.3.5 It shall be the Contractor's sole responsibility to avoid disturbance or damage to any existing utility fixtures and any incurred damage will not be cause for additional contractor compensation. Utility fixtures shall be thoroughly cleaned of all bituminous material immediately after the paver has passed over them.
- 2.3.6 Weather Restrictions – Note the 50-degree F minimum temperature for placement of courses of 1" or less.
- 2.3.7 Surface Tolerances for Each Course – The Contractor is expected to produce the truest surface possible given the existing paving conditions and parameters of the project.
- 2.3.8 The Contractor shall consult with the County as to the widths of paving to be placed. Joints shall be kept to a minimum - longitudinal joints shall be carefully set up with rakes or lutes. Every attempt should be made for new paving joints to overlap the joints in existing paving by at least 6 inches.
- 2.3.9 The pavement surface shall be removed by cold planing to the depth, width, grade and cross section as directed by the County.
- 2.3.10 The Contractor is responsible to provide equipment to access small areas such as around and between manholes and other structures. This may be accomplished by smaller milling equipment, hot planing, or other accepted methods.
- 2.3.11 Pavement that cannot be removed by cold planing equipment because of physical or geometrical restraints should be removed by other methods acceptable to the County.
- 2.3.12 On all phases of the removal operation, all loose materials shall be windrowed to one side and removed from the site, unless otherwise directed by the County to utilize this material and fill in any necessary patch area.

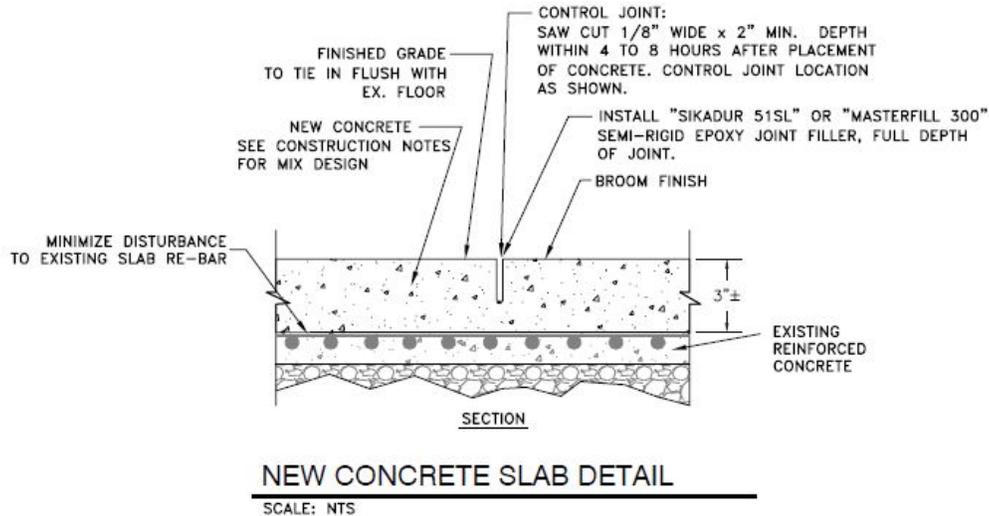
2.4.13 Adequate loading and sweeping equipment shall be provided to remove all cuttings from the surface on a daily basis. Removed material shall be disposed of as designated.

3. **PART II – CONCRETE.**

- 3.1 Western Acceptance Facility (WAF) Tipping Floor: As noted in Special Provision section 2.1.2.2, the surface of the tipping floor at the WAF commercial transfer station is 80% reinforced concrete, with asphalt paving at the building entrance. The tipping floor is anticipated to require 3" milling and concrete resurfacing for the entire tipping floor every four (4) years. The concrete is anticipated to be replaced in-kind, with 3" of SHA Mix 9 concrete with steel fiber reinforcement.
- 3.1.1 Prior to the start of demolition, the Contractor shall submit for approval a demolition and debris disposal plan, including equipment, methods, and procedures in accordance with SHA Section 522.02.03.B.
- 3.1.2 Asphalt and concrete materials resulting from milling of pavements shall become the property of the County, and will be neatly stockpiled at each site in a location designated by the facility operator for future use.
- 3.1.3 Contractor shall mill existing concrete from the tipping floor to a depth of up to 3 inches, staying above and minimizing disturbance to the existing slab reinforcing steel. Contractor shall also remove the entrance hump and mill existing asphalt paving to a depth of 3 inches. Special care is to be taken to not disturb or cover two existing 18"x18" floor drains during the course of this work.
- 3.1.4 Contractor shall apply a Portland Cement Bonding Compound (Sika Armatic 110 or approved equal) to the cleaned concrete pavement substrate in accordance with manufacturer's recommendations. All loose concrete shall be removed before application of bonding agent.
- 3.1.5 Contractor to install new fiber-reinforced concrete to a thickness of 3 inches. Concrete shall be ready mix SHA Mix #9 (3000 pounds at 24 hours) with the following properties:
- 3.1.5.1 Compressive strength: 4500 pounds per square inch (psi) at 28 days.
 - 3.1.5.2 Cement: Type I Portland Cement at 800 pounds per cubic yard (lb/CY).
 - 3.1.5.3 Slump: 4 to 8 inches (at the truck).
 - 3.1.5.4 Air Content: 2.0% to 3.5%.
 - 3.1.5.5 Mix Temperature: 60°F to 80°F as placed.
 - 3.1.5.6 Class: Severe weathering region but not less than "3S"; conforming to ACI 301, ACI 315, ACI 318. If conditions require, cold weather concreting shall be performed according to ACI 306R-88.
 - 3.1.5.7 Aggregate: Hard, fine grained crushed stone with nominal maximum size of ¾ inch (No. 57 stone).
 - 3.1.5.8 Reinforcement: Novocon XR 1-1/2" long steel fiber reinforcing (75 lb/CY).
 - 3.1.5.9 Finish: Bull float and light broom finish.
 - 3.1.5.10 Curing: Moist cure or spray on curing compound.
 - 3.1.5.11 Slab Control Joints: Control joints shall be sawcut within 4 to 8 hours after placement of concrete. Clean out joints with compressed air and fill joint with "Sikadur 51 SL" or "Masterfill 300" or equal semi rigid epoxy joint filler,

full depth of joint, in conformance with the manufacturer's recommendations. Sawcuts for control joints are incidental to this item.

- 3.1.5.12 Vibration: Contractor shall use a concrete vibrator when placing any concrete. At least one spare operable vibrator shall be on site whenever concrete is being placed.
- 3.1.5.13 A typical concrete section is shown below:



- 3.1.6 Concrete mix designs and compression test results shall be submitted to the County for review and approval a minimum of 10 days prior to placement. Concrete may be sampled and tested by the County. The Contractor shall notify the County at least 24 hours before placing any concrete.
- 3.1.7 Following removal of longitudinal bulkhead forms, the Contractor shall place temporary hot mix asphalt ramps, minimum 3-ft width, at exposed edge of new concrete pavement and milled edges of asphalt pavement to accommodate truck traffic and front-end loader operations at the facility for a minimum of 1-2 weeks, until hot mix asphalt paving and entrance hump are permanently replaced. No vibration is to be used on access ramp asphalt during placement and compaction.
- 3.1.8 Hot mix asphalt shall be Superpave HMA 12.5 mm, PG-76-22 Level 2. Prior to placing the asphalt, Contractor shall remove temporary access ramp asphalt, and thoroughly clean and tack coat the adjacent pavement, including vertical edges. Immediately following placement of hot mix asphalt, roll the mix using a 10 ton (or heavier) steel wheel vibratory roller.
- 3.2 Concrete Curb and Gutter: The facilities operated and maintained by the County each contain concrete combination curb & gutter (C&G) at various locations. Due to wear and tear, areas identified as having sustained significant damage may be identified to be removed and replaced. A unit price item has been established to provide for replacement on a linear foot basis, and includes removal and disposal of existing damaged C&G; replacement to match adjacent sections; backfill and stabilization (seed and mulch); and associated roadway patching.
- 3.3 Concrete Paving, 7" Depth, SHA Mix 6: The bid sheet includes a contingent item for patching of existing concrete pavement below asphalt, before surface paving is replaced. The bid item description calls for concrete paving as the County may order.

4. SCHEDULE OF OPERATIONS.

- 4.1 The Contractor will be held responsible for a "Schedule of Operations" which will enable him/her to complete the work in the time specified in the Proposal. He/she shall start his/her work no later than fifteen (15) days after "Notice to Proceed".
- 4.2 The Contractor shall submit a schedule of operating sequences and method of maintaining traffic to the County and obtain his/her approval before any work is performed under this Contract.
- 4.3 The Contractor will be responsible for assisting others whenever possible to avoid delay in the progress of the work. In this connection, reference is made to the work to be done by others and the activities of the various utility companies within limits of and during the life of the Contract.
- 4.4 All incidental costs and/or expenses occasioned by the "Schedule of Operations" required to accomplish the work under this project, including the coordination of same with the work of other organizations, is to be absorbed by the Contractor in the several pay items indicated in the Proposal.

5. TEMPORARY SUSPENSION OF WORK.

- 5.1 During the progress of the project, the Contractor may suspend work via written permission of the County, wholly or in part, for such period or periods as the County may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede facility operations unnecessarily, nor become damaged in any way, and he/she shall take every precaution to prevent damage or deterioration of the work performed. When conditions warrant resumption of work on the project, the Contractor shall notify the County forty- eight (48) hours in advance and shall proceed with the work only when and if authority is granted by the County. Any work performed without approval by the County will be at the Contractor's risk, and he/she shall be held liable for removal of any such work.

6. PROSECUTION OF THE WORK.

- 6.1 The Contractor shall notify the County at least 48 hours before starting work and shall begin work promptly within the time specified by the County in the "Notice To Proceed" letter. All work must be completed as mutually agreed upon by the Contractor and the County. The Contractor will be responsible for providing temporary lighting as necessary to ensure safe performance of the work.
- 6.2 After the work has been started, it shall be prosecuted continuously on all acceptable working days without stoppage, until the entire Contract is complete.
- 6.3 Should the prosecution of the work, for any reason, be discontinued, the Contractor shall notify the County of his/her intention to stop. The Contractor shall notify the County at least 48 hours before resuming operations.
- 6.4 The Contractor will not be permitted to "Stop Work" unless pre-approved by the County.
- 6.5 If the Contractor should have more than one (1) construction Contract with Baltimore County, Maryland all construction Contracts are to be worked concurrently within the time specified in the construction Contract documents.

7. EMPLOYEES.

- 7.1 Qualifications of Employees: Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of work. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- 7.2 Licensed Employees: When County, State or Federal laws require that certain personnel be licensed, then all such personnel employed on the work shall be so licensed.
- 7.3 Quality of Labor: The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in this proposal.
- 7.4 Superintendent: The Contractor shall keep on his/her work, at all times during its progress, a competent Superintendent and all necessary assistants. The Superintendent will represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed on written request in each case. Should the Superintendent be complained of by the Chief of the Bureau of Solid Waste Management, or his/her designated representative, for cause, he/she shall be removed from the work and a new Superintendent shall be assigned to the project.
- 7.5 Discipline: The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person. Employees must not be allowed to loiter on the premises before or after job working hours.

8. STORAGE OF EQUIPMENT, MATERIAL AND JOB SAFETY.

- 8.1 It shall be the sole responsibility of the Contractor(s) performing services for this Contract to safeguard their own materials, tools and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- 8.2 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, State and Federal Safety Regulations.
- 8.3 Paving is being performed at active municipal solid waste acceptance and transfer facilities. The Contractor shall be aware of special safety considerations related to the possibility of encountering landfill gas (methane) during excavation activities, and the operation of heavy equipment in the work areas during the performance of pavement operations.

9. WARRANTY OF CONSTRUCTION.

- 9.1 In addition to any other warranties at law or set out elsewhere in this Contract, the Contractor warrants for one year after the final acceptance of the work, that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material and/or design furnished, or workmanship performed by the Contractor or any of his/her subcontractors or suppliers. With respect to any part of the work, which the County takes possession of prior to final acceptance, such warranty shall continue for a period of one (1) year from the date the County takes possession. Under this warranty, the Contractor shall remedy at his/her own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his/her own expense any damage to County owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship, and/or design. The Contractor shall also restore any work damaged in fulfilling the terms of the clause. The Contractor's warranty with respect to work repaired or replaced

hereunder will run for one (1) year from the date of such repair or replacement. An additional time period for an extended warranty, supported by a bond, maybe required to insure that the repair or replacement will perform as desired.

- 9.2 Paving is being performed at active municipal solid waste acceptance and transfer facilities. The Contractor shall be aware that, in addition to utilities such as sanitary sewer and storm drain manholes, water main valve roadway box covers, storm drain inlets, and underground fuel tank fill and vent lids, the Contractor shall anticipate underground features within pavement areas such as groundwater monitoring wells and landfill gas probes. These features will be adequately located and marked by BSWM before the start of construction , but will be the responsibility of the Contractor to protect and maintain during pavement operations, and to repair or replace in kind if damaged by Contractor's operations or equipment.
- 9.3 The County shall notify the Contractor in writing within reasonable time after the discovery of any failure, defect, or damage.
- 9.4 Should the Contractor fail to remedy any failure, defect, or damage as described above within reasonable time, being no longer than twenty (20) calendar days, after receipt of notice thereof, the County shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.
- 9.5 If directed by the County, or his/her representative, the Contractor shall require any such warranties to be executed in writing to the County.
- 9.6 Notwithstanding any other provision of this clause, the Contractor is not relieved of the responsibility for the proper installation of any material furnished by the County and/or construction of the improvement to the design furnished by the County.
- 97 The warranty specified herein shall not limit the County's rights under the "Acceptance" clause of the Contract.

10. MAINTENANCE OF TRAFFIC. In addition to Section 104 of the Baltimore County Department of Public Works Standard Specifications for Construction and Materials dated February 2000 the following will apply:

- 10.1 Once the Contractor has received their "Notice to Proceed", the Division of Traffic Engineering and Traffic Planning will inventory the existing traffic control devices throughout the construction area. Should it be necessary for any devices to be removed by the Contractor, his/her personnel, or their subcontractor during construction, the Contractor shall be responsible for the safe storage of these devices. Should they become damaged, defaced, lost, etc., the Contractor will be billed for replacement of the devices. The Contractor will also be responsible for the installation of any devices removed during construction.
- 10.2 At the end of each workday, the Contractor is required to backfill and/or plate over all open trench excavations.
- 10.3 The Contractor is to be responsible for the fabrication, installation and maintenance of all traffic control devices. Said devices shall be in accordance with the Manual on Uniform Traffic Control Devices. Also, the Contractor may be required to furnish additional signs should conditions warrant. Regarding the control of traffic through work areas, Section "F" pages 6F-1 through 6F-6 of The Manual on Uniform Traffic Control Devices shall be utilized.
- 10.4 Request will be considered for working at night on paving at major intersections, and for doing non-paving operations elsewhere on the project. Prior to approval of any night work,

the Contractor shall provide a listing of equipment and lighting to be used, including maintenance of traffic requirements for night operations.

- 10.5 The Contractor must coordinate his/her construction sequence so that there will be a minimum inconvenience to the traveling public. The Department of Public Works reserves the right to restrict the Contractor's operation at any time on any road where, in the opinion of the County, an undesirable traffic condition warrants the same. Traffic must be maintained at all times by the Contractor.
- 10.6 Appropriate work zone traffic control and sufficient flagmen shall be provided throughout the Contract. For major traffic routes the traffic flow must be maintained in each direction at all times. Alternate flow may be allowed with use of flagmen and appropriate work zone traffic devices. On neighborhood streets the Contractor will be allowed to close a maximum of two blocks of any street during the application of bituminous concrete. The Contractor is responsible for road closure signs and proper marking of detour routes during the construction period. These roads are to be marked to the satisfaction of the County prior to the commencement of work.
- 10.7 The item of "Maintenance of Traffic" will not be measured for payment and all cost, therefore, shall be considered incidental to other items and included in the price bid for them.

11. CONTINGENT PRICE ITEMS.

- 11.1 Certain items in the proposal are designed "Contingent". These items may be substantially increased or decreased or eliminated from the Contract. Payment for each item will be determined by the actual quantity used at the unit price regardless of the increase or decrease in quantity from that shown in the proposal. Neither party to the Contract shall make claims for additional compensation because of any increase, decrease or elimination of such item or items.

BID ITEMS

The items listed in this section refer to and are the same pay items listed on the Bid Form. They constitute all of the pay items for the completion of the Work. Compensation for all such services and materials shall be included in the prices stipulated for the unit price pay items listed herein. Items of Work not specifically included in this section for measurement and payment as described herein will not be measured for payment, but will be considered incidental to the Contract with the associated costs borne solely by the Contractor. Refer to Attachment B for approximate quantities broken out by facility.

ITEM #1 SUPERPAVE 12.5mm PG 64-22 (Level 2)

- The Contractor shall procure the County's approval of methods before proceeding with this operation.
- Payment shall be by the ton of Superpave 12.5mm PG 64-22, furnished and placed. Payment shall include all material, equipment, hauling, compaction, incidental work, and traffic control.
- Where two courses are used, the first course may be a "scratch coat" and the second course shall be of uniform thickness. Payment for both courses will be made under the Superpave Paving items one (1) and/ or two (2).

ITEM #2 SUPERPAVE 12.5mm PG 76-22 (Level 2) for Transfer Station Floors

- The Contractor shall procure the County's approval of methods before proceeding with this operation.
- Payment shall be by the ton of Superpave 12.5mm PG 76-22, furnished and placed. Payment shall include all material, equipment, hauling, compaction, incidental work, and traffic control.

ITEM # 3 CONCRETE TIPPING FLOOR OVERLAY AT WESTERN ACCEPTANCE FACILITY

- The Contractor shall procure the County's approval of methods before proceeding with this operation.
- Payment shall be by the square yard of SHA Mix 9 concrete placed at +/- 3" depth in accordance with notes included in specifications related to mix design, bonding agent, steel fiber reinforcement, curing, and sawed and sealed construction joints.
- Sawcuts for construction joints are incidental to this unit price item, and not measured and paid separately.

ITEM #4 SUPERPAVE 19mm PG 64-22 BASE COURSE

- The Contractor shall procure the County's approval of methods before proceeding with this operation.
- Payment shall be by the ton of Superpave, furnished and placed. Payment shall include all material, equipment, hauling, compaction, incidental work, and traffic control.

ITEM #5 SUPERPAVE 12.5mm PG 64-22 (Level 2) FOR PATCHING UP TO AND INCLUDING 3 INCHES

- Where directed by the County, paving failures in the existing asphalt bound paving shall be removed and replaced to the depth marked in accordance with the included detail "Repair of Pavement Failure Areas" (Attachment C). The Contractor is responsible for providing all traffic control required consistent with this operation. The Contractor shall procure the County's approval of methods before proceeding with this operation. All roadway joints shall be sealed in accordance with the Special Provisions for "Tack Coat" contained elsewhere in this proposal.
- Payment shall be by the ton of Superpave furnished and placed as determined by computing the volume of patch areas and assuming a weight of .075 tons per cubic foot. Payment shall include all material, equipment, removal of pavement, hauling, compaction, incidental work, and traffic control.

ITEM #6 SUPERPAVE 12.5mm PG 64-22 (Level 2) FOR PATCHING OVER NOT INCLUDING 3 INCHES (EXCAVATED)

- Where directed by the County, paving failures in the existing asphalt bound paving shall be removed and replaced in accordance with the included detail "Repair of Pavement Failure Areas" (Attachment C). The Contractor is responsible for providing all traffic control required consistent with this operation. The Contractor shall procure the County's approval of methods before proceeding with this operation. All roadway joints shall be sealed in accordance with the Special Provisions for "Tack Coat" contained elsewhere in this proposal.
- Payment shall be by the ton of Superpave furnished and placed as determined by computing the volume of patch areas and assuming a weight of .075 tons per cubic foot. Payment shall include all material, equipment, saw cutting of pavement, excavation, hauling, compaction, incidental work, and traffic control.

ITEM #7 SUPERPAVE 12.5mm PG 64-22 (Level 2) FOR PATCHING OVER 3 INCHES (MILLED)

- Where directed by the County, paving failures in the existing asphalt bound paving shall be removed and replaced in accordance with the included detail "Repair of Pavement Failure Areas" (Attachment C). The Contractor is responsible for providing all traffic control required consistent with this operation. The Contractor shall procure the County's approval of methods before proceeding with this operation. All roadway joints shall be sealed in accordance with the Special Provisions for "Tack Coat" contained elsewhere in this proposal.
- Payment shall be by the ton of Superpave furnished and placed as determined by computing the volume of patch areas and assuming a weight of .075 tons per cubic foot. Payment shall include all material, equipment, milling of pavement, sweeping, hauling, compaction, incidental work, and traffic control.

ITEM #8 MINOR MILLING OF EXISTING PAVING

- This item is intended to provide a truer paving plane in very limited areas where existing paving is too high to accommodate a satisfactory tie-in. The nominal payment width shall be 18 inches (skid loader with milling attachment); although milling widths to 3 feet (double pass) may be directed. Depth of milling will be from 0 to 1-1/2 inches. On this project, payment will also be made for minor milling a 3-foot heeling-in at paving termini. Payment shall be by the square yard removed.

ITEM #9 MILLING EXISTING PAVEMENT TO A DEPTH OF 2" OR LESS

- Locations will be marked, if needed for removal of existing pavement to the length, width, and depth directed. Payment for milling will be by the surface area marked, using a half lane machine or

approved alternate. Roads in this contract may be milled only for the purpose of planing the road in areas prior to surfacing, and some roads may be milled in their entirety.

ITEM #10 MILLING EXISTING PAVEMENT TO A DEPTH OVER 2" AND LESS THAN 4"

- Locations will be marked, if needed for removal of existing pavement to the length, width, and depth directed. Payment for milling will be by the surface area marked, using a half lane or approved alternate machine. Roads in this contract may be milled only for the purpose of planing the road in areas prior to surfacing, and some roads may be milled in their entirety. Adjoining or nearby work areas may be considered as part of one work location. Payment shall be by the square yard removed.

ITEM #11 AGGREGATE BASE COURSE (ABC) FOR PAVING FAILURES

- Where directed by the County paving failures in the base course shall be removed and replaced in accordance with the included detail "Pavement Failure Repairs" (Attachment C). Material shall conform to Section 901 as follows: "Aggregate Base shall conform to ASTM D2940. Unless otherwise specified, the gradation Design Range shall control and the limit for material finer than the .02 mm is waived. The percentage of wear shall not exceed 50 when tested in accordance with T-96. The soundness loss by 5 cycles of sodium sulfate shall not exceed 12% when tested in accordance with AASHTO T-104." If in the judgement of the County, the failure is limited to the asphalt bound paving this item will not be used.
- Payment shall be by the ton of ABC as determined by computing the volume of excavation and assuming an aggregate weight of 150 lbs. per. cubic foot; and will be considered full compensation for all material, saw cutting of pavement, excavation, hauling, compaction, and traffic control.

ITEM #12 GRADED AGGREGATE (CR-6) FOR MAINTENANCE OF TRAFFIC

- Contractor shall provide and install graded aggregate CR-6 or approved equal as needed for maintenance of traffic in pavement construction areas.
- Payment shall be by the ton of graded aggregate as determined by computing the volume of excavation and assuming an aggregate weight of 150 lbs. per cubic foot; and will be considered full compensation for all material, hauling, compaction and traffic control.

ITEM #13 RECYCLED ASPHALT PAVEMENT (RAP) EDGE BACKFILL

- Processed paving material containing bitumin and aggregates (milling) 95% of the material is required to be able to pass through a two (2) inch sieve. RAP material will be used where existing road edge adjustments are required as directed by the County. Payment is by the ton for placement, hauling, compaction and traffic control.

ITEM #14 CHIP EXISTING MANHOLES (CONTINGENT)

- This item shall be used as directed by the County to remove paving up to 1-½ inches in depth from around existing manholes, roadway boxes, monitoring well covers and similar appurtenances suitably matching the proposed road surface. Material shall be removed to a distance, not exceeding 3 feet, from the manhole, which will allow a minimum of 1 inch of new material to be placed in this area. Work may be accomplished by jackhammer, milling machine, heating or planing device, or by hand tools in such a manner that the integrity of the remaining paving is not destroyed. Payment will be made for each fixture designated "chip".

ITEM #15 ADJUSTING EXISTING INLETS (CONTINGENT)

- Inlet grates will be adjusted to final paving grade wherever a satisfactory tie-in to paving cannot be accomplished by milling or other means. It shall be the Contractor's responsibility to insure the top of all inlets match the plane of the finished paved surface. The Contractor shall also keep a daily log of all inlets adjusted by type and location – submitted to inspector daily. Repair of the top 6 inches of brickwork, if needed, shall be included. Payment is for each inlet adjusted. Additional repair of brickwork, or replacement of broken frames or grates, will be on a force account basis.

ITEM #16 6" EXTRA STRENGTH PERFORATED ROAD UNDERDRAIN (CONTINGENT)

- This is a "contingent Item" to be used to correct excessively saturated sub-grades where outletting is possible to an inlet, manhole, or embankment. Construction will be similar to that of Standard Detail Plate R-22; excepting that where No. 6 Aggregate refill is used it shall include a filter cloth liner. Also the County may direct placement of underdrain across roadways, behind curbs, or at extra depth. Payment for extra depth will be by the Aggregate Base Course item.
- Payment shall be by the linear foot of underdrain placed and shall fully compensate removal of excavation, placement of pipe, refill materials to one foot over the underdrain, and locating conflicting utility installations. Payment to connect into inlets or manholes will be on a force account basis.

ITEM #17 REMOVE AND REPLACE CURB (S) AND/OR COMBINATION CURB AND GUTTER (S) USING MIX 6 CONCRETE

- The Contract unit prices bid per linear foot for the "Remove and Replace Concrete Curb(s) and/or Combination Curb and Gutter(s) Using Mix 6 Concrete" sections shall include removal and disposal of existing concrete and excavation, trimming and/or removal of tree roots contained in the area to be excavated, furnishing and placing all materials, including expansion material, saw cutting, backfilling with shredded topsoil, tamping, seeding and mulching, roadway patching, and for all labor, equipment, tools and incidentals necessary to complete the item shall be included in the unit price bid for the item. This item will include both standard curb and gutter and modified curb and gutter built to the face height and top width to match existing curb as directed by the County in the field.
- All replacement of Concrete Curb(s) and/or Combination Curb and Gutter(s) will be constructed with the use of a steel concrete roadway form as shown in details H-2. The practice of sawing the roadway and pouring to the roadway edge shall be used if the grade and condition of roadway permit. The County in the field may direct the Contractor to use either of these described construction methods as conditions permit.
- The saw cutting of the roadway will be paid through the item "Saw Cut".
- Where pedestrian ramp(s) are to be installed as directed by the County in the field, all depressed curb for pedestrian ramp(s) shall be paid for under the item "Remove and Replace Concrete Curb(s) and/or Combination Curb and Gutter(s) Using Mix 6 Concrete".
- This item shall be constructed using MIX 6 CONCRETE and the concrete mix design shall conform to current approved mix design by the Maryland State Highway Administration.

ITEM #18 SAW CUTS – 2" MINIMUM DEPTH (CONTINGENT)

- A 2" minimum depth saw cut will be required for concrete walks, concrete aprons, and for curb and gutter and rollgutter wherever a portion of the monolithic pour of concrete is to remain. This item will not be used to pay for cutting a straight edge along bituminous concrete paving unless specifically

directed by the County. However, it is the Contractor's responsibility to obtain an even tie – in as shown in Plate R-43. Payment for saw cutting does not include new contraction joints and is limited to cutting existing paving. No payment will be made under this item for Contractors to achieve a straight edge as a correction or repair of Contractors work.

ITEM #19 MIX NO. 6 CONCRETE PAVING (CONTINGENT)

- This item shall consist only of such paving as the County may order. Prior to the application of any bituminous material the Contractor shall remove deficient concrete pavement and replace it with seven (7) inch concrete paving (MIX 6), as directed by the County and shall be paid per square yard.
- The payment will be in full compensation for furnishing, placement and all materials, labor, equipment, tools and incidentals necessary to complete the work.

ITEM #20 SUBGRADE STABILIZATION FABRIC (CONTINGENT)

- This item is intended to compensate the Contractor for supplying and installation of "Subgrade Stabilization Fabric" Maryland Application Class "ST" as described in the Special Provisions contained elsewhere in this proposal.
- All geotextiles shall be listed in the National Transportation Product Evaluation Program (NTPEP) for geotextiles. The geotextile shall be manufactured from fibers consisting of long chain synthetic polymers, composed of a minimum 95 percent by weight of polyolefins or polyesters. The fibers shall be formed into a stable network so that the filaments or yarns retain their dimensional stability relative to each other, including selvages. Geotextiles shall conform to the following chart:

MARYLAND APPLICATION CLASS	TYPE OF GEOTEXTILE	GRAB STRENGTH lb D 4632	PUNCTURE STRENGTH lb D 4833	PERMITIVITY sec-1 D 4491	APPARENT OPENING SIZE, MAX mm D 4751	TRAPEZOID TEAR STRENGTH lb D 4533		
SD	NONWOVEN	160	56	0.50	0.43	55		
	TYPE I	WOVEN, MONOFILAMENT	250	90	0.50	90		
	TYPE II	NONWOVEN	160	56	0.20	0.25	55	
		WOVEN, MONOFILAMENT	250	90	0.20	0.25	90	
PSE	TYPE I	WOVEN, MONOFILAMENT	250	90	0.70	0.43	90	
		NONWOVEN	200	80	0.70	0.43	80	
		WOVEN, MONOFILAMENT	250	90	0.20	0.25	90	
		NONWOVEN	200	80	0.20	0.25	80	
	TYPE III	WOVEN, MONOFILAMENT	250	90	0.10	0.22	90	
		NONWOVEN	200	80	0.10	0.22	80	
		SE	WOVEN	250	90	0.02	0.30	90
			NONWOVEN	200	80	0.02	0.30	80
T	WOVEN	300*	110	0.05	0.15**	110		
F	WOVEN	100	–	0.05	0.60	–		
E	NONWOVEN	90	30	0.50	0.30	30		

Note 1: All property values are based on minimum average roll values in the weakest principle direction, except for apparent opening size.

Note 2: The ultraviolet stability shall be 50 percent after 500 hours of exposure for all classes, except Class F, which shall be 70 percent. (D 4355)

*Minimum 15 percent elongation.

This is a **MINIMUM apparent opening size, not a maximum

- Only those geotextiles which have been tested by NTPEP will be considered candidates for use. In addition, the geotextiles shall conform to the Contract Documents and to the Geotextile Acceptance and Quality Assurance procedure, MSMT 732.
- Geotextiles used for reinforcement applications shall have a separate approval process.
- When geotextiles are joined by sewing, the geotextile seam shall conform to the following:
 - (a) Seams shall be either “J” or “Butterfly” type and shall utilize a lock stitch.
 - (b) Seams shall conform to the tensile strength requirements for the geotextile when tested across the seam.
 - (c) The durability of the thread for seaming shall be at least equal to the geotextile itself.

- Securing pins or staples shall have a minimum 10-in. length and shall be designed to securely hold the geosynthetic in place during construction.
- The item will be paid for on a square yard basis and will be full compensation for all labor, equipment and incidentals required to install the Subgrade Stabilization Fabric.

ITEM #21 PAVEMENT REINFORCEMENT FABRICS

- This work shall consist of furnishing and placing an asphalt overlay textile (paving fabric) beneath a pavement overlay or between layers to provide a water resistant membrane and crack retarding layer.
- Paving Fabric: The paving fabric will be a nonwoven material consisting of at least 85 percent by weight polyolefins, or polyamides. The paving fabric shall be resistant to chemical attack, rot and mildew and shall have no tears or defects, which will adversely alter its physical properties. The fabric shall be specifically designed for pavement applications and be heat bonded only on one side to reduce bleed-through of tack coat during installation. Fabric shall be Amoco's Petromat Style No. 4597 or approved equal.
- Tack Coat: The tack coat used to impregnate the fabric and bond the fabric to the pavement shall be a paving grade asphalt. A cationic or anionic emulsion may be used as approved by the County. The use of cutbacks or emulsions which contain solvents shall not be used.
- Shipment and Storage: The paving fabric shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. At no time shall the paving fabric be exposed to ultraviolet light for a period exceeding fourteen days. Paving fabric rolls shall be stored in a manner, which protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover. The paving fabric shall be labeled as per ASTM D 4873, "Guide for Identification, Storage, and Handling of Geotextiles."
- Weather Limitations: Minimum air and pavement temperature shall be at least 50 degrees F and rising for placement of asphalt and shall be at least 60 degrees F and rising for placement of asphalt emulsion. Neither asphalt tack coat nor paving fabric shall be placed when weather conditions, in the opinion of the County, are not suitable.
- Surface Preparations: The pavement surface shall be thoroughly cleaned of all dirt, water, and oil to the satisfaction of the County. Cracks 1/8 inch wide or greater shall be cleaned and filled with suitable bituminous material or by a method approved by the County. Crack filling material shall be allowed to cure prior to paving fabric placement. Potholes and other pavement distress shall be repaired. Repairs shall be performed as directed by the County.
- Tack Coat Application: The tack coat shall be spread by means of a calibrated distributor spray bar. Hand spraying and brush application may be used in locations of fabric overlap. Every effort shall be made to keep hand spraying to a minimum. The tack coat shall be applied uniformly to the prepared dry pavement surface at the rate of 0.20 to 0.30 gallons per square yard or as recommended by the paving fabric manufacturer and approved by the County. When heavy duty paving fabrics are installed, the tack coat application rate shall be increased to 0.30 to 0.40 gallons per square yard or as recommended by the paving fabric manufacturer and approved by the County. When using emulsions, the application rate must be increased as directed by the County to offset the water content of the emulsion. Within street intersections, on steep grades, or in other zones where vehicle speed changes are commonplace, the normal application rate shall be reduced by about 20 percent as directed by the County but to no less than 0.20 gallons per square yard or 0.30 gallons per square yard for heavy duty paving fabrics. The tack coat application rate must be sufficient to

saturate the fabric and to bond the fabric to the existing pavement surface. AC-10 or AC-20 asphalt (dependent on temperatures) must be used.

- The temperature of the tack coat shall be sufficiently high to permit a uniform spray pattern. For asphalt cements, the minimum temperature shall be 290 degrees F. To avoid damage to the fabric, distributor tank temperatures shall not exceed 325 degrees F. For asphalt emulsions, the distributor tank temperatures shall be maintained between 130 degrees F and 160 degrees F.
- The target width of tack coat application shall be equal to paving fabric width plus six inches. The tack coat shall be applied only as far in advance of paving fabric installation as is appropriate to ensure a tacky surface at the time of paving fabric placement. Traffic shall not be allowed on the tack coat. Excess tack coat shall be cleaned from the pavement.
- Paving Fabric Placement: The paving fabric shall be placed onto the tack coat using mechanical or manual laydown equipment capable of providing a smooth installation with a minimum amount of wrinkling or folding. The paving fabric shall be placed prior to the tack coat cooling and losing tackiness. Paving fabric shall not be installed in areas where the overlay asphalt tapers to a thickness of less than 1.5 inches. Excess paving fabric which extends beyond the edge of existing pavement or areas of tack coat application shall be trimmed and removed.
- When asphalt emulsions are used, the emulsion shall be allowed to cure properly such that essentially no water moisture remains prior to placing the paving fabric. Wrinkles or folds in excess of one inch shall be slit and laid flat. All transverse joints and slit folds or wrinkles shall be single-lapped in the direction of the paving operation. Brooming and/or pneumatic rolling will be required to maximize paving fabric contact with the pavement surface. Additional hand-placed tack coat may be required at laps and repairs as determined by the County to satisfy asphalt retention of the lapped paving fabric. **ALL AREAS WITH PAVING FABRICS PLACED WILL BE PAVED THE SAME DAY. NO TRAFFIC EXCEPT NECESSARY CONSTRUCTION EQUIPMENT WILL BE ALLOWED TO DRIVE ON THE PAVING FABRIC. TRAFFIC REQUIREMENTS MAY BE WAIVED BY THE COUNTY IN SPECIFIC CIRCUMSTANCES.**
- Turning of the paver and other vehicles shall be done gradually and kept to a minimum to avoid movement and damage to the paving fabric. Abrupt starts and stops shall also be avoided. Damaged fabric shall be removed and replaced with the same type of fabric. Overlaps shall be shingled-lapped in the direction of paving. Additional tack coat shall be placed between the overlap to satisfy saturation requirements of the fabric. Overlaps shall be sufficient to ensure full closure of the joint by not exceed six inches. Wherever traffic must be maintained the contractor is fully responsible for traffic control, signing, pre-approved detours, and slipping conditions.
- Overlay Placement: Asphalt overlay construction shall closely follow fabric placement. All areas in which paving fabric has been placed will be paved during the same day. Excess tack coat which bleeds through the paving fabric shall be removed. Excess tack coat can be removed by broadcasting Superpave HMA or sand on the paving fabric. Excess sand or Superpave HMA should be removed before beginning the paving operation. In the event of rainfall on the paving fabric prior to the placement of the asphalt overlay, the paving fabric must be allowed to dry completely before asphalt is placed. Overlay asphalt thickness shall meet the requirements of the contract drawings and documents. Overlay asphalt thickness shall not be less than 1.5 inches in areas of paving fabric installation.
- The paving fabric including tack coat will be measured by the square yard. The accepted quantities of paving fabric will include the cost of tack coat and will be paid for at the contract unit price per square yard in place.

- For purposes of computing an asphalt adjustment for increases or decreases in the cost of liquid asphalt exceeding 5%, the following formula shall be used to compensate when using “Asphalt Paving Fabrics.”
- $\$A = a \times R \times D \times Pb$
- $\$A$ – the amount of adjustment in dollars, and
- A = the area of fabric coverage accepted in square yards, and
- R = the assumed average rate of liquid application (.22 gal./sy) divided by the assumed gallons per ton (235 gal./ton), and
- D = differential percentage expressed as a decimal, and
- Pb = the index price of asphalt cement/ton at time of advertisement.

ADDITIONAL INFORMATION

TACK COAT

- Tack coat shall be applied to seal joints and cracks, bind edges, and as preparation for the Superpave paving. The rate for surface preparation shall be between 0.04 and 0.10 gal. per s.y. (non-residual) as directed. Emulsified asphalt, Type AE-4 shall be supplied in accordance with the following specifications. This is not a pay item but is considered incidental to the various paving items provided in this Contract.
- Refinery or Manufacturer’s Certifications – Each shipment of material delivered to the project or to storage tanks at mixing plants serving the project must be accompanied by a certification by the refinery or manufacturer giving all of the following information:
 - a) The date, time, point of loading and identification of the hauling unit loaded.
 - b) The type, grade, temperature and quantity of the material loaded.
 - c) A batch or lot number by which the material loaded can be identified with a complete certified analysis conducted by the producer and showing that the material met specifications in all respects.
 - d) The actual results of significant tests of the specific batch from which the delivery was drawn. Test values required are forth in the following table:

TABLE A

Asphalt Cement – Penetration; Kinematic Viscosity @275° F and @ 310°F

Cut Back Asphalts – Viscosity; Distillation

Asphalt Emulsions – Viscosity; Sieve Test; % Residue from distillation Tars – Viscosity; Total Bitumen

- The refiner is also required to submit one copy of the complete analysis referred to in C above to the State Highway Administration’s Central Laboratory for each batch from which material is drawn for use on this work.

- Hauler's Certification – Each shipment of material delivered to the project or to storage tanks at mixing plants serving the project must be accompanied by a certification by the hauler giving all of the following information:
 - a) Identification of the hauling tank and owner.
 - b) The type, grade, source and date of the last previous delivery made using the hauler tank.
 - c) The volume of material from the last previous delivery remaining in the tank at the time of loading of the shipment being delivered.

SUPERPAVE HMA PRICE ADJUSTMENT OF ASPHALT CEMENT

- The Baltimore County Department of Public Works has a procedure in place in all of our roadway repair/resurfacing contracts for adjusting the price of asphalt cement from the prevailing price quoted in the Contract documents.
- In addition to the payment of the Contract unit price bid per ton in place for bituminous concrete, an adjustment to the Contract price will be allowed if the price of asphalt cement fluctuates significantly from the price listed in the Monthly Price Index as shown for the month the Contract is advertised for bids, to the date of placement.
- For the purpose of making these calculations, a benchmark Monthly Price Index is provided in the Contract Proposal. This index is the average F.O.B. selling price of asphalt cement at the suppliers' terminals in Maryland as provided by the "Maryland State Highway Administration".
- For Contracts scheduled to be paved during more than one (1) construction season or having an estimated mix tonnage of 10,000 or more, the adjustment will be based on the amount of fluctuation in cost of asphalt cement above 5%. For Contracts scheduled to be completed within one (1) construction season and having an estimated mix tonnage of less than 10,000, the adjustment will be based upon the amount of fluctuation above 15%. Only the difference percent change beyond the noted 5 and 15 percent will be used. Payment(s) or credit(s) will be made on a monthly basis.
- The Bureau of Solid Waste Management will calculate the adjustment and if payment is due the Contractor, that payment will be made via the "Monthly Invoice". If the County is to receive payment from the Contractor, that payment will be deducted from the "Monthly Invoice".
- The method of determining the payment(s) or credit(s) will be as stated in the Baltimore County Department of Public Works Specifications for Construction and Materials dated February 2000, Section 504.04.01 "Bid Price Adjustment Hot Mix Asphalt", and as amended by this Special Provision.
- The prevailing monthly price of asphalt cement, as determined by the Maryland State Highway Administration, for the month of **May 2013, is \$558.75 for grade PG 64-22.**

ITEM #22 MOBILIZATION/DEMobilIZATION

- Mobilization requires the Contractor to furnish and deliver to the job site all labor, materials, resources, equipment, temporary support facilities, office trailer space, and utilities required to perform the Work. The Contractor shall secure and prepare areas approved by the County for placement of any materials to be stockpiled.
- Demobilization requires the Contractor to decontaminate equipment and to remove from the job site all materials, resources, equipment, temporary support facilities and utilities at the completion of the project.

- The method of payment for this bid item shall be lump sum, paid in accordance with the Baltimore County Standard Specifications. BALTIMORE COUNTY, MARYLAND

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO.

Due Date: Time: P.M.

BID/PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID / REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

_____ (City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens?
If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

BID DEPOSIT REQUIRED: Accompanying this bid is a Certified Bid Deposit Check or Bid Bond in the amount of \$ _____ payable to Baltimore County, Maryland.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

Delivery shall be made within _____ calendar days after receipt of order.

F.O.B. Destination (unless otherwise stated herein).

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

BALTIMORE COUNTY, MARYLAND
 REQUEST FOR BID NO. B-1076
 CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
 PART I CONCRETE PAVING SERVICES
 Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 1 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
	NOTE: Quantities are for bid evaluation purposes only.				
1	COMMODITY CODE: 913-47 Sidewalk, concrete, 4", furnish & install, as per specs.	10,000	SqFt	\$ _____	\$ _____
2	COMMODITY CODE: 913-47 Sidewalk, concrete, 4", remove & replace, as per specs.	40,000	SqFt	\$ _____	\$ _____
3	COMMODITY CODE: 913-47 Curb & gutter, combination, concrete, furnish & install, as per specs.	250	LnFt	\$ _____	\$ _____
4	COMMODITY CODE: 913-47 Curb & gutter, combination, concrete, remove & replace, as per specs	20,000	LnFt	\$ _____	\$ _____
5	COMMODITY CODE: 913-47 Aprons, concrete, 7", furnish & install, as per specs.	2,500	SqFt	\$ _____	\$ _____
6	COMMODITY CODE: 913-47 Aprons, concrete, 7", remove & replace, as per specs.	9,000	SqFt	\$ _____	\$ _____
7	COMMODITY CODE: 913-47 Saw cutting, concrete pavement, 2"-4" min depth, as per specs.	10,000	LnFt	\$ _____	\$ _____
8	COMMODITY CODE: 913-47 Pipe, drain, 3", PVC, furnish & install, as per specs.	100	LnFt	\$ _____	\$ _____
9	COMMODITY CODE: 913-47 Sub-base, CR-6 stone, furnish & install, as per specs.	275	Ton	\$ _____	\$ _____
10	COMMODITY CODE: 913-47 Borrow, for fill, furnish & install, as per specs.	75	CuYd	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART I CONCRETE PAVING SERVICES
Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 2 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
11	COMMODITY CODE: 913-47 Sod, furnish & install, as per specs.	300	SqYd	\$ _____	\$ _____
12	COMMODITY CODE: 913-47 Roll gutter, Type A, Mix #6, remove & replace, as per specs.	100	LnFt	\$ _____	\$ _____
13	COMMODITY CODE: 913-47 Hot mix asphalt (HMA), for edge adjustment, furnish & install, as per specs.	150	Ton	\$ _____	\$ _____
14	COMMODITY CODE: 913-47 Sidewalk, concrete, 5", remove & replace, as per specs.	1,000	SqFt	\$ _____	\$ _____
15	COMMODITY CODE: 913-47 Sidewalk, concrete, 5", furnish & install, as per specs.	500	SqFt	\$ _____	\$ _____
16	COMMODITY CODE: 913-47 Pedestrian ramp, furnish & install, w/ concrete sidewalk, 7", including replaceable cast in place detectable warning surface, 2' X 4', as per specs.	660	SqFt	\$ _____	\$ _____
17	COMMODITY CODE: 913-47 Pedestrian ramp, remove & replace w/ concrete sidewalk, 7", including replaceable cast in place detectable warning surface, 2' X 4', as per specs.	7,000	SqFt	\$ _____	\$ _____
18	COMMODITY CODE: 913-47 Excavation, Class 1A, as per specs.	70	CuYd	\$ _____	\$ _____
19	COMMODITY CODE: 913-47 Excavation, Class 2, as per specs.	65	Each	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART I CONCRETE PAVING SERVICES
Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 3 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
20	COMMODITY CODE: 913-47 Mobilization, per job, as per specs.	60	Each	\$ _____	\$ _____
21	COMMODITY CODE: 913-47 Arrow board, for MOT, rental, per unit per day, as per specs.	15	Day	\$ _____	\$ _____
22	COMMODITY CODE: 913-47 Flagman, SHA certified, as per specs.	40	Hour	\$ _____	\$ _____
23	COMMODITY CODE: 913-47 Valley gutter, furnish & install, as per specs.	820	SqFt	\$ _____	\$ _____
24	COMMODITY CODE: 913-47 Valley gutter, remove & replace, as per specs.	250	SqFt	\$ _____	\$ _____
25	COMMODITY CODE: 913-47 Concrete, for misc. structures, as per specs.	24	CuYd	\$ _____	\$ _____
26	COMMODITY CODE: 913-47 Superpave, 9.5 mm/12.5 mm, PG64-22 Level 1, as per specs.	1,250	Ton	\$ _____	\$ _____
27	COMMODITY CODE: 913-47 Hot mix asphalt (HMA), for paving failures, furnish & install, as per specs.	750	Ton	\$ _____	\$ _____
28	COMMODITY CODE: 913-47 Stamped concrete, furnish & install, as per specs.	4,000	SqFt	\$ _____	\$ _____
29	COMMODITY CODE: 913-47 Milling, cold, 2 " or less depth, as per specs.	750	SqYd	\$ _____	\$ _____
30	COMMODITY CODE: 913-47 Milling, cold, greater than 2", less than 4" depth, as per specs.	450	SqYd	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART I CONCRETE PAVING SERVICES
 Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 4 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
31	COMMODITY CODE: 913-47 Colored and imprinted concrete, 4", cobblestone pattern, furnish and install as per specs.	2,000	SqFt	\$ _____	\$ _____
32	COMMODITY CODE: 913-47 Colored and imprinted concrete, 7", cobblestone pattern, as per specs.	2,000	SqFt	\$ _____	\$ _____
33	COMMODITY CODE: 913-47 Brick pavers, furnish & install, as per specs.	560	SqFt	\$ _____	\$ _____
34	COMMODITY CODE: 913-47 Brick pavers, remove and reset, as per specs.	700	SqFt	\$ _____	\$ _____
35	COMMODITY CODE: 913-47 Topsoil, as per specs.	1,000	CuYd	\$ _____	\$ _____
36	COMMODITY CODE: 913-47 Under drain pipe, furnish & install, as per specs.	750	LnFt	\$ _____	\$ _____
37	COMMODITY CODE: 913-47 Soil stabilization, furnish & install mat (Curlex), as per specs.	700	SqYd	\$ _____	\$ _____
38	COMMODITY CODE: 913-47 Test pit excavation, as per specs.	100	Each	\$ _____	\$ _____
39	DELETED ITEM				
40	COMMODITY CODE: 913-47 Mailboxes, remove & reset, as per specs.	150	Each	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART I CONCRETE PAVING SERVICES
Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 5 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
41	COMMODITY CODE: 91347 Temporary seeding and mulching, as per specs.	660	SqYd	\$ _____	\$ _____
42	COMMODITY CODE: 913-47 8" modular block wall, reinforced, as per specs.	6,000	SqFt	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART II SOLIDWASTE TRANSFER STATIONS
 Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 1 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 913-95 Superpave HMA, 12.5 MM, PG-64-22, Level 2, As Per Specifications.	1,500	Ton	\$ _____	\$ _____
2	COMMODITY CODE: 913-95 Superpave HMA, 12.5 MM, PG-76-22, Level 2, as per specs, for Transfer Station Floors.	1,000	Ton	\$ _____	\$ _____
3	COMMODITY CODE: 913-95 Concrete Tipping Floor Overlay at Western Acceptance Facility, as per specs, SHA Mix 9, 3-Inch Depth	550	SqYd	\$ _____	\$ _____
4	COMMODITY CODE: 913-95 Superpave HMA, 19 MM, PG-64-22, Base Course, as per specs.	350	Ton	\$ _____	\$ _____
5	COMMODITY CODE: 913-95 Patching, Superpave HMA 12.5 MM, PG-64-22, Level 2, Up To 3", as per specs.	250	Ton	\$ _____	\$ _____
6	COMMODITY CODE: 913-95 Patching, Superpave HMA 12.5 MM, PG-64-22, Over 3", Excavated, as per specs.	100	Ton	\$ _____	\$ _____
7	COMMODITY CODE: 913-95 Patching, Superpave HMA 12.5 MM, PG-64-22, Over 3", Milled, as per specs.	100	Ton	\$ _____	\$ _____
8	COMMODITY CODE: 913-95 Milling, Minor, Existing Pavement, as per specs.	1,000	SqYd	\$ _____	\$ _____
9	COMMODITY CODE: 913-95 Milling, Existing Roadway, Depth 0" To 2", As Per Specifications.	12,000	SqYd	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART II SOLIDWASTE TRANSFER STATIONS
Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 2 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
10	COMMODITY CODE: 913-95 Milling, Existing Roadway, Depth Over 2", as per specs.	2,000	SqYd	\$ _____	\$ _____
11	COMMODITY CODE: 913-95 Aggregate Base Course, For Paving Failures, as per specs.	220	Ton	\$ _____	\$ _____
12	COMMODITY CODE: 913-95 Graded Aggregate (CR-6) for Maintenance of Traffic, as per specs.	220	Ton	\$ _____	\$ _____
13	COMMODITY CODE: 913-95 Recycled Asphalt Pavement, as per specs.	100	Ton	\$ _____	\$ _____
14	COMMODITY CODE: 913-95 Chip Existing Manholes, Contingent Item, as per specs.	50	Each	\$ _____	\$ _____
15	COMMODITY CODE: 913-95 Adjustment, Existing Inlet, Contingent Item, as per specs.	10	Each	\$ _____	\$ _____
16	COMMODITY CODE: 913-95 Underdrain 6", Extra Strength, Perforated, Contingent Item, as per specs.	100	LnFt	\$ _____	\$ _____
17	COMMODITY CODE: 913-95 Curb and Gutter, Concrete Remove and Replace, as per specs.	200	LnFt	\$ _____	\$ _____
18	COMMODITY CODE: 913-95 Saw Cut, 2" Minimum, Contingent Item, as per specs.	1,200	LnFt	\$ _____	\$ _____
19	COMMODITY CODE: 913-95 Paving, Concrete Mix #6, Contingent Item, as per specs.	50	SqYd	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1076
CONCRETE PAVING SERVICES, ON-CALL, TERM CONTRACT
PART II SOLIDWASTE TRANSFER STATIONS
 Due Date: 11/30/16, Time: 2:15 P.M.

PRICE SHEET PAGE 3 OF 3		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
20	COMMODITY CODE: 913-95 Fabric, Subgrade Stabilization, Contingent Item, as per specs.	1,000	SqYd	\$ _____	\$ _____
21	COMMODITY CODE: 913-95 Fabric, Pavement Reinforcement, Contingent Item, as per specs.	1,000	SqYd	\$ _____	\$ _____
22	COMMODITY CODE: 913-95 Mobilization/Demobilization, as per specs.	10	Each	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____