

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



**REQUEST FOR BID NO. B-1077  
STORM DRAIN/INLET REPAIR, ON-CALL**

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

**Pre-Bid Conference: 11/16/16, Time: 2:00 PM**

**KATHY MADARY, C.P.M., STAFF BUYER  
Phone: (410) 887-3888  
EMAIL: [kmadary@baltimorecountymd.gov](mailto: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](http://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-1077  
STORM DRAIN/INLET REPAIR, ON-CALL**

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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](mailto: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]:

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**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]:

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**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]:

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**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)*:

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: \_\_\_\_\_

*(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)

**Taxpayer Identification Number (TIN) and Certification**  
**(Substitute for IRS Form W-9)**  
**COMPLETE BOTH SIDES OF FORM**

**Baltimore County, Maryland**  
 Office of Budget and Finance  
 400 Washington Avenue, Room 148  
 Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

**SIDE 1**

<p>List your <b>legal business name</b> below, <b>as shown on your income tax return</b>. <b>Sole proprietors</b> should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For <b>limited liability companies (LLC)</b> that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For <b>limited liability companies</b> that are corporations, partnerships, etc., enter the business name on Name line (1).</p>																																														
1. Name (as shown on your income tax return)																																														
2. Business name, if different from above																																														
Address																																														
City	State ZIP Code																																													
Remittance Address, if different from above																																														
City	State ZIP Code																																													
Contact Person	Title																																													
Phone Number ( ) - Ext:	Fax Number ( ) -																																													
E-mail address																																														
Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9"><b>Social Security Number</b></td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> <tr> <td align="center" colspan="9">OR</td> </tr> <tr> <td align="center" colspan="9"><b>Employer Identification Number</b></td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	<b>Social Security Number</b>																		OR									<b>Employer Identification Number</b>																	
<b>Social Security Number</b>																																														
OR																																														
<b>Employer Identification Number</b>																																														
<b>CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING</b>																																														
<b>CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:</b>																																														
<b>Filing Status (Ownership) (LLC is not acceptable)</b>																																														
Individual	Sole Proprietor																																													
Corporation	Partnership																																													
Other: (explain)																																														
<b>CERTIFICATION:</b>																																														
Under penalties of perjury, I certify that:																																														
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).																																														
Signature of U.S. Person	Date																																													

**SIDE 2**

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

<b>Business Ownership (Check Only One)</b>					
	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

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

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

<b>Incorporation</b>
<p>Incorporation State: _____ OR Date Business Started _____ / _____ / _____</p>

<b>Signature</b>		
<p>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.</p>		
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](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.

**BALTIMORE COUNTY, MARYLAND**  
**Certified MBE/WBE Utilization and Fair Solicitation Affidavit**  
**(FORM A)**

*\*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.

**BALTIMORE COUNTY, MARYLAND**  
**Certified MBE/WBE Utilization and Fair Solicitation Affidavit**  
**(FORM A)**

- 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 - 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.*

<b>REQUEST FOR BID</b>	
<hr/>	
<b>NO. B-1077 11/30/16, 2:30 PM STORM DRAIN/INLET REPAIR, ON-CALL</b>	
<b>TO:</b>	<b>BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665</b>

**BALTIMORE COUNTY, MARYLAND  
REQUEST FOR BID NO. B-1077  
STORM DRAIN/INLET REPAIR, ON-CALL**

**GENERAL CONDITIONS**

**1. SCOPE**

- 1.1 Baltimore County government under this agreement shall purchase services for storm drain inlet repair cut and cover construction required during the period of time covered by this agreement. These construction services shall be performed for agencies working under and with 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 agreement period, and it also reserves the right not to order any services bid upon by the Contractor, if 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, decreased, or 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 The scope of this contract shall be to provide work on an on-call basis to perform tasks involving inlet repair or replacement and associated work as directed. Work upon each task will be done in accordance with the instructions provided by the **Engineer** and with the following **Contract Documents**:
- 1.2.1 **Baltimore County "Standard Specifications for Construction and Materials"** dated February 2000 and as updated periodically, herein referred to as "*Standard Specifications*".
- 1.2.2 **Baltimore County " Standard Details for Construction"** dated February 2007 and as updated periodically, herein referred to as "*Standard Details*".
- 1.2.3 Plans or design sketches as provided to the inspector for his use. See Section 26 of these General Conditions.
- 1.3 The work to be done under this contract includes, but is not limited to, provision 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.

**2. COOPERATIVE PURCHASE**

- 2.1 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.
- 2.2 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.

**3. MULTI-AGENCY PROCUREMENT.**

3.1 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 sub-order release will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.

**4. TERM OF AGREEMENT.**

4.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.

4.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current terms expiration date.

4.3 The vendor/contractor must maintain the insurance coverages required by the County while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the county when required.

**5. METHOD OF AWARD.**

5.1 Award will be made on a total lump sum basis. 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.

5.2 Bidders will be required to provide at least three (3) (names of contact persons and phone numbers) references of similar sized and scoped contracts during the past two (2) years.

**5.3 Each successful bidder and their approved subcontractors must collectively be pre-qualified with the Baltimore County Department of Public Works in Classification F-3 prior to award of the contract. Each bidder must submit their list of sub-contractors with his/her bid. All sub-contractors must be approved by the Baltimore County Department of Public Works prior to award of the contract.**

5.4 The award of this contract to the successful bidder(s) is subject to an appropriation of funds by the Baltimore County Council.

**6. APPLICABLE GENERAL CONDITIONS AND SPECIFICATIONS.**

6.1 All work performed under this contract shall be done in strict compliance with the Special Provisions bound herewith and with the *Standard Specifications* and *Standard Details* referenced in Section 1.2, 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 and the Office of the Director of Public Works for Baltimore County. The General Conditions and Special Provisions sections are in addition to the County's Standard Specifications. General Instructions for Formal bids will take precedence.

**7. PRICES.**

7.1 Prices quoted must remain firm for the period covered by this agreement, unless price escalation is herein specified. Price quoted shall include delivery costs and charges.

7.2 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.

**8. ESCALATION.** All prices offered herein shall be firm against any increase for one (1) year from the effective date of this proposed agreement.

8.1 Prior to commencement of each subsequent renewal term for all line items except those for hot mix asphalt, 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.

8.2 For line items for hot mix asphalt, 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 items. Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days.

8.3 For all line items except hot mix asphalt, if the price increase is approved, the price will remain firm for 365 days from the date of the increase. For line items for hot mix asphalt, if the price is approved, the price will remain firm for 120 days from the date of the increase.

**9. ENGINEER.** The term "Engineer" shall be used throughout this solicitation. The term will designate 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, Maryland State Highway Administration), that wish to "piggyback" this agreement, the "Engineer" shall be designated by the respective department heads.

**10. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS**

10.1 With regard to this contract, the Engineer, or a 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 a designated representative, the Contractor will make repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

10.2 The Contractor shall not proceed with any task until all permits applicable to that task have been received. The Contractor is responsible for possession of valid copies of all applicable licenses and certifications required to proceed with and to complete the work.

10.3 The Contractor shall be responsible for the reporting and remittance of all State, Federal and local taxes, including sales taxes on material and equipment purchases, and shall hold Baltimore County harmless in the event of claims regarding taxes. Licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.

10.4 The Department of Public Works will receive and evaluate all sewerage / drainage concerns, provide all plans and permits required and schedule work through The Bureau of Utilities (410) 887-1891. They will work closely with the field engineer and the Contractor for satisfactory production and improvements.

10.5 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.

11. **GUARANTEES.** All materials and/or equipment 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.

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

13. **INVOICES.**

13.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, shall accompany all invoices. Invoices must be legibly prepared showing the full description of all work performed, the unit price for each payment unit of measure, the specific task (location) and job order number. 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 149, 400 Washington Avenue, Towson, MD 21204. A copy of each invoice must be submitted to the Engineer. Charges for late payment of invoices are prohibited.

13.2 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:

13.2.1 Defective work not remedied.

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

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

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

13.2.5 Damages to another Contractor.

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

14. **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, the Contractor shall remedy any defects and pay for any damage to other work resulting from faulty materials or workmanship that appear within the guarantee period. The county shall give notice of observed defects with reasonable promptness.
15. **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 or to become due to him/her under this agreement without the previous written consent of the County.
16. **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 receipts in full in lieu thereof. In either case, an affidavit should be provided stating that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remains 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.
17. **MARYLAND STATE SALES TAX.**
- 17.1 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 that will be incorporated in the work.
- 17.2 The Contractor must pay the tax on all equipment that he/she purchases even though it may be used on a job for the State or any of its political subdivisions.
18. **EMPLOYEES.**
- 18.1 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.
- 18.1.1 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.
- 18.1.2 Quantity 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.
- 18.1.3 Work Areas. The Contractor 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.

18.1.4 Superintendent. The Contractor shall have, at all times during its progress, a competent superintendent and all necessary assistants assigned to each task. 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 in writing upon request in each case, Should the Superintendent be the cause of complaint by the Chief of the Bureau of Traffic Engineering and Transportation Planning or the Chief of the Bureau of Highways, or their designated representatives, for cause, the Superintendent shall be removed from the work and a new Superintendent shall be assigned to the project.

18.1.5 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 by the Department of Public Works.

18.1.6 Employees shall not be allowed to loiter on the work premises before or after job working hours.

## **19. RELATION OF CONTRACTOR AND SUBCONTRACTOR.**

19.1 The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, the Contract Documents specified in Section 1.2, the General Conditions, the Drawings, Special Provisions and Construction Specifications as far as applicable to his/her work, unless specifically noted to the contrary in the subcontract as approved in writing as adequate by the Department of Public Works.

19.2 The Subcontractor agrees to be bound to the Contractor by the terms of the Agreement, the Contract Documents specified in Section 1.2, Special Provisions, Construction Specifications, and to assume toward him/her all obligations and responsibilities that he/her, by those documents, assumes toward the County.

## **20. MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is **20%**.

20.1 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.

20.2 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.

20.3 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.

- 20.4 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](http://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](mailto:mwbe@baltimorecountymd.gov) or call 410-887-3407.

## 21. INSURANCE.

- 21.1 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.
- 21.2 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.
- 21.3 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. BONDS.

- 22.1 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.
- 22.2 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).
- 22.3 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.
- 22.4 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](http://www.mmgroup.com) for information, applications and a checklist of required documents and reports that must accompany the application.

**23. PRE-BID CONFERENCE.**

- 23.1 **A pre-bid conference will be held on Wednesday, November 16, 2011 at 2:00 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.**
- 23.2 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](http://www.baltimorecountymd.gov/purchasing).

**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. CONTRACT DOCUMENTS - DESIGN INTENT**

- 25.1 Contract Drawings to be followed for this Contract shall be those approved drawings on file at the office of the Engineer. The Contract Drawings contain information as to amount, location, dimension and detail of the work to be performed in accordance with the Specifications. No deviation shall be permitted from the Contract Drawings and Specifications unless authorized in writing by the Engineer. Deviation by the Contractor from the Contract Documents without the Engineer's prior written approval shall be at the Contractor's risk and expense, including the expense of removal and restoration if so ordered.
- 25.2 Any discrepancies found between the Drawings and Specifications or any inconsistencies in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities prior to corrections directed by the Engineer shall be done at the Contractor's risk. In the case of discrepancy or omission, the Engineer will determine the intent of the design in issuing clarifying or corrective instructions.
- 25.3 In order to fulfill the requirements of the Contract, conformance is required with both the Contract Drawings and Specifications. The Contractor is not released from responsibility for performing work called for in the Contract Drawings but not in the Specifications or vice versa; mention of work in either part is sufficient to include it under the Contract. In all cases, the decision of the Engineer will be final.

## **26. SUBSTITUTION OF EQUIPMENT OR MATERIALS**

- 26.1 Whenever a material, article or process is specified or described by using the name of a proprietary product or the name of a particular vendor or manufacturer followed by the phrase "or equal," the specific item mentioned shall be understood as establishing type, function, dimension, appearance and quality desired and is to be the basis upon which bids are prepared.
- 26.2 Equipment or materials, other than those specified, will be permitted provided that, in the opinion of the Engineer, such equipment is equal to or better than that specified. Any such decision of the Engineer with respect to approval or disapproval of any equipment or material proposed to be substituted as an "or equal" is final, and the Contractor shall have no claim of any sort by reason of such decision.
- 26.3 If the Contractor proposes to provide equipment or materials as "or equal" to those specified, it shall be his responsibility to furnish complete, specific, detailed information from the manufacturer or supplier of such equipment or material establishing conformance with the requirements of the Contract Specifications. This shall consist of an item-by-item comparison of the Contract Specification requirements with the equipment or material proposed to be furnished. In the event the Contract Specifications mention a model number or other designated manufacturer in lieu of the detailed description and manufacturer, an item-by-item comparison shall be furnished of the equipment specified under the Contract and that proposed to be substituted. The Contractor shall bear the burden of responsibility of demonstrating that the equipment or material to be substituted is equal to, or of higher quality than, that specified. Submission of incomplete, insufficient or irrelevant data as evidence of compliance with this provision shall be grounds for denial of the Contractor's request.
- 26.4 All requests for approval of equipment and materials other than specified shall be submitted by the bidders to the Baltimore County Department of Public Works, Contract Division, in writing no less than fourteen (14) calendar days prior to the opening of bids for approval. If approved by the Department of Public Works, all bidders will be notified through an addendum to these Specifications no less than seven (7) days prior to the opening of bids. Upon extension of the opening date of the bids, the deadline for approval of equal or substitute equipment shall not be extended but shall remain fixed relative to the original date of the bid opening. Requests for changes to equipment or material must be made by the prime bidders, and requests for such changes by manufacturers or suppliers will neither be considered nor approved.
- 26.5 After the opening of bids, following approval of a request for a change to equipment or materials, the Contractor shall provide the County with a credit equal to the difference between the net cost to the Contractor of the article submitted and the lowest cost to the Contractor of the article specified. The Contractor shall submit these figures accompanying each substitute submittal; no request for substitution of equipment or materials will be considered without such figures.
- 26.6 The Engineer may, at his discretion, authorize use of substitute items or materials at greater, lesser or equal cost to those specified when required due to the Contractor's inability to obtain specified equipment or materials in a timely manner where unreasonable delays to the progress of the work may result.

- 26.7 In the case of the two previous paragraphs, the Contractor shall submit a written request for permission to use substitute equipment or materials, furnishing full information as to the costs of the items or materials specified and the substitute item or material. Such information shall be of sufficient detail to permit verification by the Engineer of the costs submitted. If approved by the Engineer, written authorization for credit to the County or payment to the Contractor will be made based on the cost difference between the specified item and the substitute item.
- 26.8 All decisions of the Engineer with regard to credits to the County, payments to the Contractor or equipment and materials to be substituted, shall be final.

## **27. FIRE HYDRANT UTILIZATION**

- 27.1 Fire hydrant permits must be obtained if water is required from a hydrant. No water is to be drawn from a public fire hydrant except through a meter. Applications are made through the Department of Permits and Licenses. All costs are considered incidental to the cost of items bid. (Exception: The Department of Public Works will issue a meter for Fire Hydrant Utilization for charging, testing, or flushing new mains being constructed under a County Contract. At the request of the Contractor, within five (5) days of charging the lines, the Inspector will issue the meter application to the Contractor without cost; and there will be no charge for water use recorded on the meter provided. Failure to return the meter in good condition or utilization of the meter provided for any other purpose will be grounds for assessment of associated costs against the Contractor as liquidated damages.)

## **28. GUARANTEE**

- 28.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of conditional acceptance of any item. The Contractor warrants and guarantees that the completed work is free from all defects due to faulty materials, equipment and workmanship and is in every way fit for the use intended, including but not necessarily limited to, the following:
- Against all faulty or imperfect materials and equipment, subsidence of fill, backfill and embankment, vegetative stabilization and against all imperfect, careless and/or unskilled workmanship.
  - That work performed under this Contract, including all mechanical and electrical equipment, appurtenances and every part thereof, shall operate, with due care and maintenance, in a satisfactory and efficient manner in accordance with the requirements of these Contract Documents.
  - Where manufacturer's equipment warranties required elsewhere herein are in effect for a period longer than the Contractor's guarantee period, the County shall be named beneficiary of said warranties; and the Contractor shall furnish the County with a copy of said warranty.
  - That all structures and equipment designed to hold or convey water or prevent the entrance of water shall be watertight and leakproof at every point in accordance with their intended use.
  - No use or acceptance by the County of any part of the work, nor failure to use same, nor any repairs, adjustments, corrections or replacements made by the County due to the Contractor's failure to comply with any of his Contract

obligations, or other corrections made by the County shall modify in any way the guarantee obligations of the Contractor under the Contract Documents.

- The Contractor shall promptly make corrections as necessary by reason of such defects, including damage to other parts of the work resulting from such defects. The Contractor agrees to replace with proper workmanship, materials and equipment, and to correct and repair without cost to the County, any work which does not operate satisfactorily nor performs as specified, does not conform to the Contract Documents or is otherwise improper or imperfect. Exceptions will be made only for damage resulting from direct negligence of County personnel or that due to normal wear and tear. In the event the Contractor fails to properly perform such repairs or corrections or other work made necessary by such defects, the County may do so and shall charge the Contractor for costs incurred.

## **29. SITE VIDEO**

- 29.1 At the request of the Engineer, the Contractor shall provide videotape showing the work site prior to construction and shall provide two (2) copies of the video to the Chief, Bureau of Utilities. The video shall show detailed views of the interior and exterior of any houses or other improved buildings (with particular attention to cracks and settlement) when construction equipment shall pass adjacent to the house or building. A letter of refusal of admittance signed by the occupant will be accepted by the Engineer in lieu of the interior videotape, with the understanding that the County will not pay for damages that cannot be directly attributed to the construction. Cost of the video will not be a pay item but must be included in other items bid, and no additional compensation to the Contractor will be considered.

## **30. “SAMPLE” FORM CONTRACT**

- 30.1 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.
- 30.2 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.
- 30.3 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.

## **31. ELECTRONIC VERSION SUBMITTAL**

- 31.1 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-1077  
STORM DRAIN/INLET REPAIR, ON-CALL**

**SPECIFICATIONS**

**1. LOCATION AND NATURE OF WORK.**

- 1.1 The work site shall be any location within the boundaries of Baltimore County, Maryland, as directed by the Engineer.
- 1.2 Work to be assigned under this contract shall be limited to the repair or replacement of existing inlets, inlet connections and appurtenances thereto. Work to be performed upon other utilities (unless directly related to repair of an inlet) or to other types of drainage structures shall be performed under the “Storm Drain and Sanitary Sewer Cut and Cover Contract” as directed by the Engineer.
- 1.3 For purposes of this Contract, the Engineer shall be that individual representing the Department of Public Works and the Bureau of Utilities that has been placed in responsible charge of the work task(s) to be performed by the Contractor.

**2. WORK SCHEDULE, INTERRUPTIONS, PROPERTY PROTECTION.**

- 2.1 Work must be conducted between the hours of 7:00 a.m. and 7:00 p.m. unless directed by the Engineer to do otherwise. Work requiring special hours shall be done if so directed by the Engineer as a task under the “Storm Drain and Sanitary Sewer Cut and Cover Contract” which has provisions to allow special hours.
- 2.2 All work shall be accomplished during the weekdays Monday through Friday. No work shall be performed on the weekend and on the following County holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 2.3 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 shall be kept to an absolute minimum and shall be coordinated with the user agency at (410) 887-1887.
- 2.4 The Contractor is 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.
- 2.5 For each task, the Engineer shall approve the work schedule proposed by the Contractor. This work schedule shall be established with regard to constraints placed by property owners, utility company work schedules, the number of working days estimated, weather forecasts, availability of equipment, materials and labor sufficient to complete the work and other considerations. The Contractor is required to complete one task before disturbing

another task site, unless permission of the Engineer for the Contractor to work on more than one site is granted.

2.6 The Contractor shall provide 72 hours of notice to the Bureau of Utilities at (410) 887-1887 before beginning work on a new task or before continuing work at a site where work was discontinued at the request of the Engineer.

3. **CHANGES TO THE CONTRACT.** The Contractor will notify the Chief, Water, Sewer, Storm Drain Construction Repair Division or a designated representative immediately by telephone (at 410-887-1887) 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 that are not covered under the original scope of work, contract documents or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional costs to the project resulting from the changes must be submitted in writing by the Contractor to the Engineer as soon as possible so that an amendment to the purchase order can 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 Special Provisions should be directed to, and will be issued by the Purchasing Agent.

4. **DEMOLITION AND DEBRIS REMOVAL.**

4.1 The Contractor shall be responsible to remove all debris from the site and clean affected work areas. The 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 disturbed areas as they were prior to beginning work.

5. **POTENTIALLY HAZARDOUS MATERIALS.**

5.1 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 submitted with the Contractor's 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.

6. **TEMPORARY SUSPENSION OF WORK.** During the progress of any job, the Contractor shall partially or entirely suspend work and restore normal traffic flow in accordance with instructions from the Engineer. The work suspension shall be 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 the 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 permission to do so is granted by the Engineer. Any work performed without approval of the Engineer will be at the Contractor's risk, and the Contractor shall be held liable for removal of any such work.

## **7. SECURING MATERIALS, TOOLS, EQUIPMENT AND JOB SITE SAFETY.**

- 7.1 It shall be the sole responsibility of the Contractor and each sub-contractor 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.
- 7.2 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, by not be limited to OSHA, MOSHA, etc. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal Safety regulations.
- 7.3 Adequate barricades shall be erected and maintained completely around all staging areas where equipment and materials are stored and used. The Contractor shall be responsible for keeping the staging area neat, clean and a minimal local inconvenience.
- 7.4 If requested by the County, all existing mechanical and electrical systems and mechanisms within areas affected by proposed work shall be checked by the Contractor in the presence of the Engineer for proper operation before and after completion of the work.

## **8. WORK PROCEDURES.**

- 8.1 Work shall be assigned to the Contractor in the following fashion. The Engineer may request a written estimate, based on the contract prices, for a particular scope of work. Plans and Special Provisions may accompany the request and the estimate shall conform to them. The Contractor(s) 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, a Purchase Order shall be prepared. The Engineer shall give the Contractor a verbal Notice to Proceed and schedule the work following receipt of the Purchase Order. Once the Notice to Proceed is given, the Contractor shall have ten (10) calendar days to mobilize at the job site and begin work.
- 8.2 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 form is included with this solicitation.
- 8.3 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 for construction.
- 8.4 The Contractor shall submit a schedule of operating sequences and a plan for 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 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.

- 8.5 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.
- 8.6 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 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 hours. The Contractor shall be available twenty-four (24) hours per day, each day of the year for emergency work.

**9. MOBILIZATION.**

- 9.1 Mobilization will be bid per task, on a per "each" basis. Each task will be limited to a specific site, road or geographic area limited to three (3) square miles or less in all cases.

**10. EQUIPMENT, MATERIALS & STORAGE.**

- 10.1 The Contractor is required to provide any equipment necessary to complete an assigned task in a timely and workmanlike manner. All equipment shall be in operable and safe condition and shall be suitable in size and condition for the work that is to be done. At the request of the Engineer, unsuitable equipment or materials shall be removed from the site and replaced with acceptable equipment or materials. Any delays caused by equipment failure shall be at the Contractor's sole cost; the County will not pay for lost time under items bid, including time and materials items.
- 10.2 Neither equipment nor construction materials shall be stored on private residential property before the start of or after the completion of the applicable task. Surplus materials shall become the property of the contractor at the completion of each task and shall be removed by the Contractor at that time. Castings salvaged as part of the work, including inlet grates and frames, manhole frames and covers, etc. shall be returned to the nearest County yard if usable. No overnight storage of materials will be permitted within any designated floodplain. Storage within County property or Road right-of-way will be allowed only with written permission of the Engineer and with approved traffic control measures in place in County road right-of-way. The contractor shall be responsible for work, equipment and materials and security of same until work is inspected, tested and finally accepted. Materials and equipment shall be neatly and compactly stored in a location that minimizes inconvenience to occupants, County personnel, adjoining owners, public travel and others having rights of access to the site. Excess materials will be removed as directed by the Engineer.
- 10.3 The County will not accept delivery of materials or equipment for the Contractor. All expenses incurred in handling materials or equipment consigned or directed to the County will be charged to the Contractor.

## 11. TIME AND MATERIALS WORK.

- 11.1 This contract consists of a considerable number of contingent bid items. The Department of Public Works cannot possibly include all possible bid items that may be encountered on tasks that will be assigned under this contract. We therefore are including items for labor hours and for unforeseen materials that will be needed to complete assigned tasks. Wherever possible, the contractor is to provide work under the various bid items. If this is not possible, the Engineer will review and approve work to be completed on a time and materials basis.
- 11.2 Labor rates are assumed to include small tools, powered and non-powered. Travel time shall be included as part of the Mobilization item for the particular task. The County shall pay the full hourly rate for all break time.
- 11.3 Payment items shall be as follows for time and materials work. Each labor category shall be paid for by the hour, with regular time and overtime applicable. Overhead and profit is included in the hourly rate.
- 11.3.1 *Foreman*- Day to day supervisor for all Contractor's workers
- 11.3.2 *Heavy Equipment Operator* - loaders, bulldozers, backhoes, trenching machines, liquid asphalt distributors, cranes, graders, Grade-alls, Hot Mix Asphalt paving & finishing machines, rollers, pan and scoop scrapers, spreaders, trenching machines, excavators, shovels, crawler wheel tractors, concrete paving & finishing machines, concrete mixers, drilling machines
- 11.3.3 *Truck Driver* - All trucks over 1.5 ton capacity - single axle to tractor trailer
- 11.3.4 *Skilled Laborer* -craftsmen of the journeyman grade, including masons, carpenters, concrete finishers, etc.
- 11.3.5 *Unskilled Laborer* - Helpers to Journeyman craftsmen and all other labor requiring no special skills or experience or the exercise of discretion or independent judgement.
- 11.3.6 *Equipment* - All equipment to be used during this agreement is listed in the "Rental Rate Blue Book for Construction Equipment, Vol. 2" as published by the Machinery Information Division of K-111 Directory Corp., latest edition. Equipment shall be paid for by the hour using the following Blue Book (as referenced) formula: weekly hourly rental rate (weekly rate divided by 40) + regional map adjustments plus estimated operating costs per hour. Overhead and profit, fuel, repairs, oil, vital fluids, maintenance, incidentals and all items of cost required for full operation of the equipment are pre-calculated in the Blue Book rating system. Only one hourly rate applies. The contractor shall be reimbursed for third party rental rates plus five (5) percent for overhead and profit for specialized equipment specified by the Engineer. All third party rental rates must be approved in writing by the Engineer prior to arrival of the equipment on site. Baltimore County shall not pay rental charges for unauthorized equipment at any job site.
- 11.3.7 *Materials* - All materials shall be in accordance with *Standard Specifications* and Details and shall be from an approved supplier. Materials used may include but shall not be limited to bituminous concrete, portland cement

concrete, aggregates, reinforcing steel, pre-approved precast concrete components, block, brick and mortar, masonry units, pipe and fittings, approved borrow, seed, mulch, gray iron castings, shoring, and materials for landscaping and concrete forming. All materials used shall be subject to normal County inspection and approval procedures. Non-approved materials shall be removed from the site as directed by the Engineer. Baltimore County reserves the right to provide materials to the Contractor for incorporation in work performed under this agreement. Approved materials supplied by the Contractor for time and materials work shall be paid for under the following formula: [Contractor's cost of materials] x [Mark-up for Overhead & Profit]. Markup for Overhead & Profit is a bid line item.

- 11.4 WORK PROCEDURE - Where 10% or more of a task consists of time and materials items as opposed to bid items, the Engineer will request a written estimate for the time and materials work from the contractor based upon contract prices. The estimate shall conform to any plans and special provisions provided for the time and materials work. The Engineer will advise the Contractor prior to preparation of this estimate of the types and quantities of labor, equipment and materials needed to complete the work and whether the time and materials work will involve overtime hours, regular hours or a combination of both. If the estimate is acceptable, the Engineer will approve the estimate and sources of supply and issue a verbal notice to proceed. In cases where the Contractor's proposal for time and materials work is not acceptable, the County reserves the right to remove the entire task from this agreement and bid it on the open market.
- 11.5 If the time and materials work is less than 10% of a task, the Engineer may simply ask the Contractor to proceed with the work based upon a work schedule provided by the Engineer to the Contractor at least 7 days in advance. This schedule shall stipulate whether regular time, overtime or both shall be used by the Contractor in completing the time and materials work. It will also advise the Contractor of the quantities and types of labor, equipment and materials necessary to complete the time and materials work. All work assigned to the Contractor shall be coordinated, directed, scheduled and approved by the Engineer. The Contractor MUST receive approval from the Engineer before beginning work.
- 11.6 The Contractor shall supply and maintain a daily worksheet with a format that has received prior approval for documenting and reporting quantities. Identical copies of the worksheet shall be made for the Engineer, the Contractor's records and for the invoice to the County.
- 11.7 At the end of each workday, 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.
- 11.8 The Engineer shall inspect all work in progress and at completion and shall approve all work completed to his satisfaction. Unsatisfactory work shall be rejected and shall be corrected by the Contractor to the satisfaction of the Engineer at the sole expense of the Contractor. There are to be no exceptions to this provision.

## **12. MAINTENANCE OF TRAFFIC.**

- 12.1 At the end of each workday, the Contractor is required to complete the following:
  - 12.1.1 Backfill and/or plate over all open excavation so that traffic flow is safely maintained.

- 12.1.2 Remove all equipment and material from the traveled portion of the roadway. Also, equipment and materials should not be stored in such a manner as to obstruct sight distance at any driveway or intersecting road.
- 12.1.3 Cover or remove all signs referring to a single lane operation. Also, it may be necessary for the Contractor to provide STEEL PLATES AHEAD signs on each approach to the construction area, if appropriate, or as directed by the Inspector for the project.
- 12.2 All existing driveway or side road access must be maintained at all times.
- 12.3 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 latest edition of the *Manual On Uniform Traffic Control Devices (MUTCD)*. Also, the Contractor may be required to furnish additional signs should conditions warrant. Regarding the control of traffic through work areas, Part 6 of the *Manual On Uniform Traffic Control Devices* (latest edition) shall be utilized.
- 12.4 The Contractor shall also comply with the maintenance of traffic and signing instructions and hours of work in the Maryland SHA Permit issued for any tasks that involve inlets on SHA roadways
- 12.5 In addition to the above, the Contractor must contact the Inspector one (1) week prior to any work being done to go over maintenance of traffic.
- 12.6 The costs for Maintenance of Traffic shall be paid for as part of the prices bid for other items.
  - 12.6.1 The item "Flagger" shall be performed, measured and paid for in accordance with Section 104.15 of the *Standard Specifications*.
  - 12.6.2 The Contractor shall provide temporary traffic signs, furnished and placed on a rental basis for each task site. The signage is measured and paid on a square footage basis per task site (an area of jobs three square miles or less). Signs for traffic control shall be measured and paid for as square feet of "Temporary Traffic Signs". The contract price for temporary traffic signage is capped at \$18.00 per square foot. Bidders cannot bid more than the cap and the County shall not pay more than the cap for temporary traffic signage.
  - 12.6.3 Traffic control barrels shall be measured and paid for as "Drums for Maintenance of Traffic" per each.
  - 12.6.4 Arrow boards shall be measured and paid for on a per unit per day basis as "Arrow Board".

**13. TEST PITS, BORINGS & UTILITIES.**

- 13.1 The Contractor is solely responsible for contacting Miss Utility (1-800-257-7777) to identify all underground utilities, power cables, communication, water and sewer lines.
- 13.2 The Contractor shall notify Miss Utility (phone no.1-800-257-7777) at least three (3) days prior to beginning work so that Baltimore Gas & Electric Co. can arrange to relocate their

facilities. Notification shall include nature of work to be done, location of job, and time and date work is to be started.

- 13.3 The Contractor is required to locate existing underground utilities to his own satisfaction prior to construction, unless elevations determined by excavated test pits are shown, Metrotech elevations are to be used as a guide, with cautious excavation in the area of utilities located by this method. The contractor will be held responsible for any damage to existing utilities or to connections to same, and shall receive no compensation for repairing damage or for time lost due to resulting delay.
- 13.4 Extreme caution shall be used in excavation adjacent to railroad tracks in order that any railroad signal conduit in the area not be disturbed. If conduit disturbance is a possibility, the Railroad shall be notified at least 48 hours in advance of commencement of work.
- 13.5 The Contractor shall use extreme caution in crossing existing utility (water, gas, sanitary, etc.) lines that are determined to have less than 6" clearance. The Engineer shall direct the Contractor to provide either a sand cushion or plastic foam spacers in sheet form to prevent one utility from bearing directly upon another in low clearance situations. Cost is to be included in unit price bid per linear foot of proposed pipe.
- 13.6 Soil borings, or test pits, for soil determination in improved roads are not to be excavated by the Contractor unless prior application is made by the Contractor and permit is issued by the Baltimore County Bureau of Highways and Traffic Operations.
- 13.7 If borings have been completed, the test boring logs presenting physical data on subsurface conditions are for informational purposes only. Neither Baltimore County nor the Engineer warrants or guarantees that the conditions and/or any part thereof will be the same as shown by the test borings. If the Contractor relies for any purposes upon said information, he does so at his own risk.
- 13.8 Bidders are urged to make their own subsurface exploration upon approval of written application. **All test pits shall be submitted to the Engineer for approval prior to excavation. Test pit excavation may be done only after receiving approval from the Engineer and the permit from the Bureau of Highways.**

#### 14. **CONNECTION OF EXISTING DRAINS.**

- 14.1 Connection of existing property drains to proposed drain pipe or structure, if required, shall be accomplished in accordance with Baltimore County *Standard Specifications* Section 303.03.10 (Addendum). All sump pump outlet lines, rain leaders and any curb or drain structure penetrations that are encountered shall be reconnected as directed by the Engineer, after the Engineer is certain that backflow from the drain will not occur.

#### 15. **CORE-BORING EXISTING DRAINS AND STRUCTURES.**

- 15.1 This work shall consist of boring a specified diameter hole into the side of an existing storm drain pipe or structure and inserting a suitable fitting to make a connection of the specified diameter. Unless otherwise directed by the Engineer, the centerline of the lateral connection shall intersect the centerline of the pipe being bored. The final connection shall be watertight and crack-free. Measurement shall be on a per "Each" basis for "Core-bore/X in. Lateral with Pre-Fabricated Connection", where X is 4, 6, 8, 12, 15, or 18 inches. Payment shall be full compensation for all labor, equipment, materials, etc.

required to complete this work satisfactorily. The contractor will be responsible for replacing either pipe or structure in kind if cracks or breaks occur during boring.

**16. CONCRETE PIPE JOINTS.**

16.1 All concrete pipe joints shall utilize gaskets meeting ASTM C-443 Standards per Section 303.03.04 as noted in latest Addenda to the *Standard Specifications*. In cases where C-443 gaskets cannot be used, alternate methods of obtaining soil-tight joints as outlined in Section 303.03.04 of Addenda shall be used.

**17. CONCRETE COLLARS.**

17.1 Where required, concrete collars shall be constructed in accordance with Standard Detail D-4.00. Cost of constructing concrete collars shall be measured and paid for at the Contract unit price per cubic yard of "Mix #2 Concrete for Miscellaneous Structures".

17.2 Payment for this item will be full compensation for all applicable excavation, sheeting, shoring, dewatering, hauling, felt, invert paving, storing, re-handling of material, backfilling, forming bedding or foundation, compaction and for all labor, equipment, materials, tools and incidentals necessary to complete the work.

**18. GEOTEXTILE (FILTER FABRIC) AND FILTER BLANKET.**

18.1 Geotextiles shall conform to Baltimore County *Standard Specifications* Section 921.09 and shall be paid for as part of the item for which it is specified. Unless otherwise specified on the plans, *Standard Details* or Special Provisions, Class C Geotextile shall be used.

18.2 Where directed by the Engineer, the Plans or the *Standard Details*, a filter blanket of approved aggregate of specified size and thickness shall be placed between native soil and riprap / gabions or as protection for geotextile during placement of riprap. The filter blanket shall be paid for as part of the item for which it is specified.

**19. SHEETING & SHORING LEFT IN PLACE.**

19.1 Where sheeting and shoring is to be left in place, cost is to be paid for as part of price bid for associated pipe and/or structures.

**20. SAW CUTTING.**

20.1 Saw cutting of existing structures, where required for repair, shall be paid for as part of "Removal of Existing Masonry".

20.2 Saw-cutting of existing asphalt paving shall be measured in terms of linear feet and paid for as "Full Depth Saw-Cut".

20.3 Where existing concrete paving must be removed to repair or replace an inlet located within a concrete alley or entrance, or where concrete paving is damaged adjacent to an inlet, the paving shall be saw-cut so that the damaged section can be removed. An expansion joint shall be placed as shown on Detail D-2.47 included within these Special Provisions. Joint sealer shall be applied as applicable. The cost of the saw-cut, expansion joint and joint sealer shall be included in the price paid for replacing the concrete paving.

**21. MdSHA HIGH EARLY STRENGTH CONCRETE MIX #6 MODIFIED.**

21.1 Within commercial driveway entrances and where specified by the Engineer or on plans, the Contractor shall use the subject concrete mix in order to be able to return the proposed work to service at the earliest possible time. Specifications for the materials are attached to these Special Provisions. Work shall be measured in terms of Square Yards of " 7" Concrete Paving for Entrances and Driveways, Mix #6" or Square Yards of " 7" Concrete Paving on 4" Graded Aggregate Base, Mix #6" and Linear Feet of " 7 In. Concrete Combination Curb and Gutter, Mix #6 on 3 In. Graded Aggregate Base". Payment will be full compensation for excavation, removal, hauling, subgrade preparation, base materials, forms, joints, placement, forming and finishing in accordance with applicable specifications.

**22. FLOWABLE FILL.**

22.1 Flowable fill shall conform to all requirements of Section 313 of the *Standard Specifications*.

22.2 Upstream and downstream manholes along sanitary and storm drain systems adjacent to areas where flowable fill is to be placed shall be opened and monitored during placement of flowable fill. The Contractor will be responsible for removing any flowable fill that enters adjacent drains or sanitary sewers regardless of method of entry. No additional compensation will be allowed for this cleanup.

**23. BACKFILLING OF TRENCH.**

23.1 **WITHIN STATE RIGHT-OF-WAY:** Crusher run #6 or flowable fill material shall be used in all areas within State Right-of-Way. The crusher run #6 must be compacted in accordance with the following:

23.1.1 The material shall be installed in 8" lifts, tamped by approved mechanical means, and compacted to 92% of AASHTO T- 180 density at optimum moisture content to within the top foot of subgrade. The top foot of subgrade shall be compacted as described above to 95% of AASHTO T-180 density at optimum moisture content.

23.1.2 The Contractor shall correct all deficiencies with respect to compaction as directed by the engineer without additional compensation.

23.2 **OUTSIDE STATE RIGHT-OF-WAY:** In all areas outside of the State right-of-way, the following shall apply:

23.2.1 Initial Backfill - Suitable material from project excavation shall be carefully placed around and to a depth of 2 feet over the pipe or structure. This initial backfill shall be carefully placed and tamped by approved mechanical means, in 6-inch layers, to a minimum of 92% of AASHTO T-180 density. Care shall be exercised during this operation in order to insure that the pipe is not damaged and the alignment of the utility is not disturbed.

23.2.2 General Backfill - Suitable material from the project excavation shall be used for general backfill wherever possible.

- 23.3 In all unimproved areas and existing roads, with either bound or unbound surfaces, the area extending from 2 feet above a pipe to the subgrade shall be refilled in layers not to exceed 12 inches. The refill shall be tamped by approved mechanical means and compacted to 90% of AASHTO T-180 density for all material within  $\pm 3\%$  of the optimum moisture content. For all material with a moisture content more than 3% above optimum, the material shall be compacted to a minimum of 98% AASHTO T180 density at existing moisture content. Soils more than 3% below optimum moisture content shall be wetted to bring the moisture content to within  $\pm 3\%$  of optimum.
- 23.4 Insofar as the specifications for mechanical tamping equipment or methods are concerned, no specific requirements are included in these Special Provisions other than the use of any particular type of equipment is subject to the approval of the Engineer and that he/she has the sole right to judge what equipment is suitable for the uses intended.
- 23.5 After the completion of refilling, all material not used therein shall be removed and disposed of in such a manner and to such a point as approved or directed by the Engineer; and all roads, sidewalks and other places on, the line of the work shall be left clean and in good order. Cleaning up shall be done by the Contractor without extra compensation; and if he shall fail to do such work within a reasonable time after receipt of notice, the cleaning up will be arranged by the Engineer; and the cost will be retained out of monies due to or to become due the Contractor under the Contract.
- 23.6 The Contractor shall be aware that these alternative backfill specifications will probably require the storage and rehandling of excavated materials. In accordance with Section 303.04 of the *Standard Specifications*, the cost of storage and rehandling of excavated materials shall be included in the cost of the pipe.

#### **24. TRENCH & EXCAVATION SUPPORT SYSTEMS.**

- 24.1 The Contractor shall support the sides and ends of all excavations with sheeting, shoring, stringers, trench boxes or other methods of the type, size and quality required for either temporary or permanent support. The Contractor shall submit details of his excavation support system and design computations prepared by, and sealed by, a Professional Engineer registered in the State of Maryland. The Engineer must approve the support concept, and the Contractor will be entirely responsible for the design and adequacy of the approved excavated support system.
- 24.2 Temporary trench and excavation support systems shall be removed as refilling proceeds in a manner so as not to damage any pipelines, structures, roadbed, fill or property. The Contractor shall be entirely responsible for the condition of all excavations made by him for the entire period of the contract. All slides, cave-ins or other unacceptable conditions shall be promptly corrected whenever they may occur without extra compensation.
- 24.3 In addition, the Contractor shall comply with the requirements for sheeting as specified in Maryland SHA Permit No. B-4-2920.
- 24.4 Cost of the trench or excavation support system shall be included in the cost of pipe or structure.

**25. INLETS.**

- 25.1 Inlet locations along existing roads shall be set with the proposed curb opening face in line with the face of the existing curb and gutter, except with prior written approval of the Storm Drain Design Section, Bureau of Engineering & Construction.
- 25.2 Y-1 inlets shall be open on all 4 sides, except where noted. Y-1 inlets shall not be placed adjacent to a public road. Y-1 inlet openings shall be 4" to 6" measured vertically. Constructed openings on Y-1 inlets exceeding 6" in height shall be reset to be within the 4" to 6" range by fastening a #6 reinforcing bar horizontally across the opening to provide two equally sized openings. The bar, when installed, shall be embedded or fastened at each end securely enough to keep children out of the inlet, as judged by the Engineer. This work shall be measured on a per "Each" basis as "Adjust Existing Y-1 Inlet Opening".
- 25.3 All new Type E and S inlets will use cast iron frames with curved vane grates.

**26. INLET GRATE AND FRAME REPLACEMENT.**

26.1 Scope:

- 26.1.1 This work shall consist of replacement of existing failed cast iron frames and all parallel bar grates and reticular (NR and WR) frames and grates encountered (as described in 26.1.2 of these Special Provisions) with new cast iron frames and curved vane grates.
- 26.1.2 All inlets located within road right-of-way that are disturbed by work performed as part of a task under this Contract shall have curved vane grates and cast iron frames (if not already in place) installed as part of this work.

26.2 Materials:

- 26.2.1 Materials shall be those specified in applicable Standard Details, in Section 909.04 (Addendum 1) "Gray Iron Castings" and in Section 305, "Miscellaneous Structures" in the *Standard Specifications*. Replacement grates shall be flat and true on all bearing surfaces and shall not "rock" within the matching frame after completion of installation. Existing frames to be re-used shall not be broken, warped, improperly sized or otherwise unsuited for continued use.

26.3 Construction:

- 26.3.1 The Standard Details referenced can be accessed here:

[http://resources.baltimorecountymd.gov/Documents/Public\\_Works/standardsandspecs/feb2007/5stormdrain1details2007.pdf](http://resources.baltimorecountymd.gov/Documents/Public_Works/standardsandspecs/feb2007/5stormdrain1details2007.pdf)

- 26.3.2 Grates shall be replaced as follows:

- 26.3.2.1 EXISTING TYPE E INLET: (Standard Details D-2.06, 2.07, 2.09, 2.10) - Replace grate as specified on Standard Detail D-2.09A (or D-2.09B if applicable) using the curved vane replacement grate shown on that Detail.

- 26.3.2.2 EXISTING TYPE S INLET: (Standard Detail D-2.16 through D-2.20 inclusive) - Replace grate as specified on Standard Detail D-2.21A (or D-2.21B if applicable) using the curved vane replacement grate shown on that Detail.
- 26.3.2.3 CURVED VANE GRATES shall be installed in the frame in accordance with the directional arrow shown on the top surface of the grate. In the case of sumped double grate inlets, arrows shall point to the center of the inlet (vaned directed outward). Corrective measures shall be taken as needed to assure that the new grate does not "rock" within the frame under traffic loading. In the event that a frame is encountered that does not allow the replacement grate to sit properly within the frame squarely upon the frame supports, that frame shall be removed and replaced with an appropriately sized frame.
- 26.3.2.4 Existing Type NR and WR Inlets (Shown on superseded 1978 to 1985 Standard Details D-2.29 to D-2.35 inclusive) -Frames and grates to these inlets shall be removed and replaced with cast Type E and S frames respectively and the replacement grates as described herein for these frames.
- 26.3.2.5 Type NR inlets will require adjustment to the walls to account for the 3" greater thickness of the Type E frame.
- 26.3.2.6 Existing Non-Standard Inlets - This classification includes those existing inlets that have frames and grates that do not match either the Type E or Type S frames and grates. These frames and grates shall be removed and the exposed brickwork removed to a depth as directed on the plans or by the Engineer in the field. The replacement brickwork shall be "racked" as required by the Engineer to allow the fitting and full support of a Type E or Type S Inlet frame, as directed on the plans or by the Engineer.
- 26.3.3 Existing frames shall be visually checked for breakage and correct sizing prior to installation of a replacement grate.
- 26.3.4 Replacement frames for combination curb and gutter inlets shall have flanges cut as directed by the Engineer in order to be in compliance with the applicable Standard Details for inlets. The horizontal gap between the top of the face of the curb piece (header) and the top of the frame shall be no more than 1" in any case.
- 26.4 Method of Measurement and Basis of Payment
  - 26.4.1 Replacement grates shall be measured in kind complete in place and paid for at the Contract unit price per each, as "Replacement Type E Curved Vane Grates" or "Type S Curved Vane Replacement Grate".
  - 26.4.2 Replacement frames and grates shall be measured in kind complete in place and paid for at the Contract unit price per each matching set, as "Type E Frame with Type E Curved Vane Grates" or "Type S Frame with Curved Vane Grate".

- 26.4.3 Brickwork required in order to adjust existing brick inlet boxes to accept standard inlet frames shall be measured and paid for at the Contract unit price per cubic yard of "Brick Masonry for Miscellaneous Structures".
- 26.4.4 Cost of adjusting existing precast inlet walls to accept standard inlet frames shall be measured and paid for at the Contract unit price per linear foot of vertical depth for the applicable type of inlet.
- 26.4.5 Payment for the items specified in the Contract Documents will be full compensation for all applicable excavation, sheeting, shoring, dewatering, hauling, invert paving, storing, rehandling of material, removal and disposal of excess and unsuitable material, backfilling, forming bedding or foundation, compaction and for all labor, equipment, materials, tools and incidentals necessary to complete the work.

**27. INLET REPAIR.**

27.1 Scope:

- 27.1.1 The work shall consist of repair of existing County storm drain inlet brickwork and replacement of concrete components that have failed. See also "Inlet Structure Replacement".
- 27.1.2 Grates and frames shall be replaced on repaired inlets in accordance with Section 26.1.2 of these Special Provisions.

27.2 Materials:

- 27.2.1 Materials shall be those specified in Section 903, "Masonry Products", Section 908 "Reinforcement Steel", Section 903.05 "Masonry Cement" and Section 305, "Miscellaneous Structures".

27.3 Construction:

- 27.3.1 Prefabricated curb pieces shall be manufactured in accordance with Standard Detail D-2.08. Prefabricated curb pieces shall be replaced with curb pieces with a visible steel angle embedded in the top of the curbpiece as shown on Detail D-2.08. If this angle is not visible, the headpiece must be rejected as unacceptable. Prefabricated top slabs for Type A, B and Y inlets shall be manufactured in accordance with Standard Details for those inlets.
- 27.3.2 Frames, grates, headpieces, support beams and/or top slabs shall be removed and examined to determine if the casting shall be reused. Large chips or cracks, warping, breakage or excessive erosion of fines from the concrete are causes for rejection and replacement. NR and WR reticular grates and frames and reticular replacement grates for Type E and S frames shall be replaced in all cases in accordance with Special Provisions regarding "Inlet Frame and Grate Replacement", contained herein.
- 27.3.3 Upon placement of Type A or B inlet top slabs after inlet repair or replacement where sidewalk is NOT located behind the top slab, the Contractor shall pour a concrete barrier along the entire length of the rear wall of these inlets as shown in the "Top Slab Anchor Detail" shown on Standard Detail D-2.03. The

Engineer has the option (on repaired inlets only) of allowing the contractor to "peg" the top slab in place with #6 rebars of 3 foot or longer length to be placed 12 inches to either side of the rear corners of the structure at the walls. Fully installed rebars may not protrude above the top of the top slab.

- 27.3.4 Longitudinal reinforcement in monolithic concrete curb and gutter for Type A or B inlets as shown in Details D-2.01A, D-2.01B, D-2.02A, D-2.02B and D-2.03 shall extend the entire length of the section in front of the inlet and shall be unspliced. Where necessary, adjacent curb and gutter shall be saw-cut and removed to provide the proper length of monolithic curb and gutter shown on the applicable detail.
- 27.3.5 Brickwork shall be removed to a depth where a complete course of brick has mortar intact. This layer shall be cleaned of mortar debris and leveled. The inlet shall then be reconstructed to grade using a prefabricated inlet riser section or new mortar with either new or clean, unbroken brick salvaged from the removed structure per *Standard Specifications*, Section 424, "Brick Masonry".
- 27.3.6 Contractor shall, as directed, saw cut frame flanges or make other adjustments to ensure an acceptable gap at the curb opening face on combination inlets. See Section 26.3.3 of these Special Provisions.
- 27.3.7 Salvaged or replacement frames, grates, headpieces and/or top slabs along with salvaged support beams shall be placed to grade after brick mortar has cured.
- 27.3.8 When required, the Contractor shall be directed by the Engineer to place a horizontal bar across existing vertical inlet openings in order to reduce the size of the opening for public safety. A round steel bar of #5 minimum size shall be placed horizontally across the center of the existing opening in such a way that the bar is firmly anchored against movement in any direction at both ends.

In cases where placement of such a bar risks blockage or clogging of the opening by debris, the Engineer shall consult with the Storm Drain Design Section regarding the proposed placement before work is done.

#### 27.4 Method of Measurement and Basis of Payment –

- 27.4.1 Replacement inlet headpieces and top slabs shall be measured in kind complete in place and paid for at the Contract unit price per each, as "Replace Type E Combination Inlet Headpiece", "Replace Double Type E Combination Inlet Headpiece", "Replace Type S Combination Inlet Headpiece", "Replace Double Type S Combination Inlet Headpiece", "Replace A-I Inlet Top Slab", "Replace A-2 Inlet Top Slab, Slab Width Per Plan", "Replace B-I Inlet Top Slab", or "Replace B-2 Inlet Top Slab, Slab Width Per Plan".
- 27.4.2 Brickwork required for repair of existing brick inlet boxes shall be measured and paid for at the Contract unit price per cubic yard of "Brick Masonry for Inlet Repair".
- 27.4.3 In accordance with *Standard Specifications* section 305.04.03, concrete required to repair or replace broken concrete inlet components in place (such as Type A and B Inlet monolithic curb and gutter section) shall be measured

and paid for at the Contract unit price per cubic yard of "Mix #3 Concrete for Inlet Repair". Except as noted in section 42 of these Special Provisions, this payment shall be full compensation for saw cutting, removal, excavation, bedding, forming, reinforcement as specified, cutting, bending, placement, supports and tying of reinforcement, placement of concrete, concrete finishing and for all labor, tools, equipment, and materials necessary to complete the work.

Concrete placed behind A or B inlet top slabs shall be measured and paid for at the Contract unit price per cubic yard of "Mix #2 Concrete for Miscellaneous Structures".

- 27.4.4 Except as noted in Section 42 of these Special Provisions, payment for the items specified in the Contract Documents will be full compensation for all applicable excavation, sheeting, shoring, dewatering, hauling, invert paving, storing, rehandling of material, removal and disposal of excess and unsuitable material, backfilling, forming bedding or foundation, frame and support beam adjustment, saw cutting of frames as directed, compaction and for all labor, equipment, materials, tools and incidentals necessary to complete the work.
- 27.4.5 Placement and anchoring of steel bars across existing vertical inlet openings shall be measured per "Each" item and paid for as "Adjust Existing Curb Inlet / Y-1 Inlet Opening".

## **28. INLET STRUCTURE REPLACEMENT.**

- 28.1 Where specified herein, on plans, or as directed by the Engineer, the Contractor shall replace an entire inlet structure rather than attempt to repair that structure. This will be done where a collapsed wall has occurred within an inlet structure having walls exceeding 8 feet in length, measured horizontally, including but not limited to Type B-1, B-2 and Double E inlets; or where other significant structural problems have occurred. The existing structure, including walls, top slab, headpiece, frames, grates and invert (invert in good condition may remain for poured-in-place replacement), shall be completely removed and the existing inlet box replaced with a precast or cast-in-place concrete structure in accordance with *Standard Details*. In no case will brick be used to construct a replacement structure. Suitable underdrains will be provided as part of the new structure as indicated on plans or as directed by the Engineer.
- 28.2 Except as noted in Section 42 of these Special Provisions, inlet replacement will be measured and paid for as specified in Section 305 of the *Standard Specifications*. Payment for the items specified in the Contract Documents will be full compensation for all frames, grates, headpieces or top slabs, applicable excavation, removal of existing structure, salvage as applicable of existing parts, sheeting, shoring, dewatering, hauling, invert paving, storing, rehandling of material, removal and disposal of excess and unsuitable material, backfilling, underdrains, forming bedding or foundation, compaction and for all labor, equipment, materials, tools and incidentals necessary to complete the work.

## **29. DEBRIS REMOVAL FROM STORM DRAIN STRUCTURES.**

- 29.1 As directed by the Engineer, the Contractor shall remove silt, loose debris, concrete, asphalt, brick, etc. from the inverts of inlets and manholes. Costs of removing and hauling this material shall be included in the costs associated with work on that structure. Where

these materials must be removed from storm drain pipes, the Engineer shall contact the County's Bureau of Utilities at (410)887-7428 for any pipe cleaning that that agency determines to be necessary.

**30. POLYETHYLENE (HDPE) PIPE USE FOR STORM DRAINS.**

- 30.1 Items for use of HDPE pipe in sizes of 15", 18" and 24" diameters have been included in this contract. This pipe may only be used for tasks for which this pipe material has been specified. It may NOT be substituted for other specified pipe materials without the written approval of the Storm Drain Design Section Chief and the Registered Professional Engineer responsible for preparation of the plans.
- 30.2 Other limitations are applicable to use of this material:
  - 30.2.1 The pipe is not to be used in sizes larger than 24" in diameter;
  - 30.2.2 it is not to be used where it will "daylight" at an outfall or inlet;
  - 30.2.3 manufacturer's approved methods and specifications for installation shall be used;
  - 30.2.4 it shall not be used where high groundwater can cause flotation;
  - 30.2.5 it shall be checked for retention of proper cross-section and grade following installation.
- 30.3 In cases where problems with line and cross-section occur with use of this pipe material, the pipe shall be removed and reinstalled correctly at the Contractor's sole expense, or a rigid pipe shall be substituted.
- 30.4 Note that openings in precast structures may need to be of a different size to properly accommodate the outer diameter of this pipe. See Section 36 of these Special Provisions regarding requirements for use of precast structures.

**31. ADJUST & REPLACE FENCES, SHRUBS, HEDGES, TREES, ETC.**

- 31.1 Work done will be paid for on a time and materials basis, and will not be bid.

**32. SITE DISTURBANCE.**

- 32.1 The Contractor will protect the work site for each task in accordance with the sediment control permit applicable to the task site. The Contractor shall work in such a way that both disturbed areas and the time of disturbance are minimized. The task site shall be fully stabilized when the Contractor completes work at that site. All disturbed areas on private property will be sodded. Other designated areas shall be seeded and mulched, except as noted on plans and sediment control details, or as directed by the Engineer. These items shall be paid for at the unit price bid for "Sodding", "Seeding" and for "Temporary Mulching".
- 32.2 An approved dewatering method shall be used to remove sediment or concrete-laden water from traps, sumps, etc. This water shall never be discharged directly to a storm drain or channel.

- 32.3 At the sole discretion of the Engineer in the field, the Contractor shall excavate, ball in burlap and replant privately owned shrubs of manageable size located in existing easements or other existing County-owned property. The shrubs, or other small plants shall be planted at a location that is mutually agreeable to the owner and the Engineer. The County offers no guarantee that plants originally planted in County-owned right-of-way will survive transplanting and shall suffer no liability for damage to these plants or to private property resulting from these transplanting operations. Work done will be paid for on a time and materials basis, and will not be bid.

**33. TEMPORARY MULCHING.**

- 33.1 All non-paved areas disturbed (except wetlands) will immediately receive temporary mulching. Temporary mulching will be placed after completion of drain construction and regrading before final restoration. Areas subject to repeated disturbance shall receive temporary mulching as directed by the Engineer.
- 33.2 Measurement for temporary mulching shall be on a square yard basis for all non-paved areas disturbed by construction.
- 33.3 Payment shall be made by the contract unit price per square yard for "Temporary Mulching" which price will be full compensation for all labor, material, equipment and incidentals required to satisfactorily complete the work as specified.

**34. EROSION AND SEDIMENT CONTROL.**

- 34.1 Construction operations shall be carried out in such a manner that erosion will be controlled and water and air pollution will be minimized. State and local laws concerning pollution abatement will be followed. Construction plans detail erosion and sediment control measures to be employed during the construction process. All work at a task site shall be performed under a blanket sediment control permit or under an APPROVED sediment control plan specific to the site.

- 34.2 Measurement and Payment:

The items "Super Silt Fence" and "Silt Fence" shall be measured and paid for on the basis of linear feet of acceptable material in place. The measured quantity shall be paid for at the contract unit price per linear foot for the pertinent item which price and payment shall constitute full compensation for furnishing, placement, maintenance, cleanout of silt and removal, and for all labor, tools, equipment and incidentals necessary to complete the item.

**35. TEMPORARY SAFETY FENCE.**

- 35.1 The item "Temporary Safety Fence" shall be measured and paid for on the basis of linear feet of acceptable material in place. The measured quantity shall be paid for at the contract unit price per linear foot for the pertinent item which price and payment shall constitute full compensation for furnishing, placement, maintenance, removal, and for all labor, tools, equipment and incidentals necessary to complete the item.

**36. PRECAST STRUCTURES.**

- 36.1 Openings in rectangular precast structures shall be cut in such a way that the material removed does not impinge upon a corner, as shown on Standard Detail G-1. The Engineer

will refuse without exception all precast structures where sections of corner have been cut. When situations arise that will involve the corner of a precast structure, the Engineer shall refer the matter to the designer, who shall make appropriate corrections so that the precast structure's corner is not compromised.

- 36.2 The contractor will be responsible for providing appropriately sized structure openings in precast structures. Field adjustments to precast structure openings are NOT allowed. A precast structure with improperly sized or misplaced openings must be removed from the site as unacceptable.

**37. RUBBLE DISPOSAL.**

- 37.1 In addition to the specific payment items covering masonry removal, the contractor shall be reimbursed for dumping fees charged to the contractor for disposal of masonry removed from existing inlets. These fees shall be paid for as "Rubble Disposal" and measured by cubic yard.

**38. TRIM EXISTING DITCHES.**

- 38.1 This item shall consist of trimming, sloping and shaping existing ditches within limits as directed by the Engineer or as indicated on the Plans.
- 38.2 Within the limits indicated for "Trim Existing Ditches", clearing and grubbing shall conform to Section 101 of the *Standard Specifications*. Existing ditches shall be trimmed, sloped and shaped in accordance with specified grades and to a uniform cross-section, with constant side-slopes not steeper than 2:1.
- 38.3 This work shall be paid for as "Trim Existing Ditches" based upon the number of linear feet measured along the centerline of the ditch, acceptably completed. This payment shall constitute full compensation for all clearing, grubbing, excavation and disposal of surplus and unsuitable materials and for all other labor, equipment, materials, tools and incidentals necessary to complete the work.

**39. WASHED CONCRETE SAND.**

- 39.1 This item shall be used where specified on Plans and as directed by the Engineer for backfill around underdrain. The material used for this purpose shall be clean, uncontaminated bank run sand rather than manufactured sand. It shall be placed dry, without compaction, fully surrounding the underdrain pipe as shown on Standard Detail R-22 (Addendum 2). When surrounded by this material, a geotextile "sock" around the underdrain pipe is optional, at the discretion of the Engineer.
- 39.2 This item shall be paid for as "Washed Concrete Sand", measured in terms of Tons satisfactorily placed.

**40. HIGH EARLY STRENGTH CONCRETE FOR RETURNING HIGH-TRAFFIC AREAS TO SERVICE.**

- 40.1 When selected areas must be returned to traffic service quickly, a high early strength concrete shall be used to construct critical curb and gutter, entrances and driveway

aprons. With this in mind, MdSHA Specification 522 is appended to these Special Provisions.

40.2 The work involved shall be measured and paid for under one or more of the following items:

40.2.1 LF of " 7" Conc. Comb. Curb & Gutter, Mix 6 / 3" Graded Aggr. Base";

40.2.2 SY of " 7" Concrete Paving On 4" Graded Aggregate Base, Mix #6"; and

40.2.3 SY of " 7" Concrete Paving for Entrances and DW, Mix #6".

Note the attached Detail D-2.47 showing an application for repairing broken concrete paving surrounding an existing inlet, with an option to use high early strength concrete for the repair.

**41. STEEL PLATING AND SOLID SHEETING.**

41.1 If steel plates are used, they shall be used to cover open trenches in roadways during non-working hours. The cost for this work, material, labor, etc., shall be included in the various items used for Maintenance of Traffic.

41.2 If steel plates are used, solid sheeting and shoring shall be used for the limits of the steel plating. The cost for this work, material, labor, etc., shall be included in the price bid for installed pipe.

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**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>.

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 913-45 Mobilization for each task, as per specifications	45	Each	\$ _____	\$ _____
2	COMMODITY CODE: 913-45 Hot Mix Asphalt for Maintenance of Traffic Stage 2, as per specifications	500	Ton	\$ _____	\$ _____
3	COMMODITY CODE: 913-45 Arrow Board for Maintenance of Traffic, as per specifications	45	Day	\$ _____	\$ _____
4	COMMODITY CODE: 913-45 Temporary Traffic Signs, Fixed Price Item, as per specifications	2400	SqFt	<u>\$18.00</u>	<u>\$43,200.00</u>
5	COMMODITY CODE: 913-45 Flagger, State Certified, as per specifications	700	Hour	\$ _____	\$ _____
6	COMMODITY CODE: 913-45 Drums for Maintenance of Traffic, as per specifications	900	Each	\$ _____	\$ _____
7	COMMODITY CODE: 913-45 Class 2 excavation, as per specifications	100	CuYd	\$ _____	\$ _____
8	COMMODITY CODE: 913-45 Borrow Excavation/Offsite Disposal, as per specifications	60	CuYd	\$ _____	\$ _____
9	COMMODITY CODE: 913-45 Removal of existing bituminous concrete mountable curb, as per specifications	150	LnFt	\$ _____	\$ _____
10	COMMODITY CODE: 913-45 Removal, existing masonry, as per specifications	25	CuYd	\$ _____	\$ _____
11	COMMODITY CODE: 913-45 Rubble disposal, as per specifications	100	CuYd	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
12	COMMODITY CODE: 913-45 Selected backfill/#57 stone, as per specifications	50	CuYd	\$ _____	\$ _____
13	COMMODITY CODE: 913-45 Selected backfill/#6 aggregate, as per specifications	150	CuYd	\$ _____	\$ _____
14	COMMODITY CODE: 913-45 Mix No. 1 concrete for incidental construction, as per specifications	20	CuYd	\$ _____	\$ _____
15	COMMODITY CODE: 913-45 Brick masonry for inlet repair, as per specifications	100	CuYd	\$ _____	\$ _____
16	COMMODITY CODE: 913-45 Mix #3 concrete for inlet repair, as per specifications	100	CuYd	\$ _____	\$ _____
17	COMMODITY CODE: 913-45 15 IN. RCC Pipe Class - 4, as per specifications	120	LnFt	\$ _____	\$ _____
18	COMMODITY CODE: 913-45 18 IN. RCC Pipe Class - 4, as per specifications	80	LnFt	\$ _____	\$ _____
19	COMMODITY CODE: 913-45 21 IN. RCC Pipe Class - 4, as per specifications	8	LnFt	\$ _____	\$ _____
20	COMMODITY CODE: 913-45 24 IN. RCC Pipe Class - 4, as per specifications	40	LnFt	\$ _____	\$ _____
21	COMMODITY CODE: 913-45 27 IN. RCC Pipe Class - 4, as per specifications	8	LnFt	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
22	COMMODITY CODE: 913-45 30 IN. RCC Pipe Class - 4, as per specifications	24	LnFt	\$ _____	\$ _____
23	COMMODITY CODE: 913-45 36. IN . RCC Pipe Class - 4, as per specifications	8	LnFt	\$ _____	\$ _____
24	COMMODITY CODE: 913-45 42 IN. RCC Pipe Class - 4, as per specifications	8	LnFt	\$ _____	\$ _____
25	COMMODITY CODE: 913-45 48 IN. RCC Pipe Class - 4, as per specifications	8	LnFt	\$ _____	\$ _____
26	COMMODITY CODE: 913-45 12 IN. BCCM Pipe Type ' A ' # 14 GAUGE, as per specifications	8	LnFt	\$ _____	\$ _____
27	COMMODITY CODE: 913-45 15 IN. Polyethylene Pipe Type 'S', as per specifications	8	LnFt	\$ _____	\$ _____
28	COMMODITY CODE: 913-45 18 IN. Polyethylene Pipe, Type 'S', as per specifications	8	LnFt	\$ _____	\$ _____
29	COMMODITY CODE: 913-45 24 IN. Polyethylene Pipe Type 'S', as per specifications	8	LnFt	\$ _____	\$ _____
30	COMMODITY CODE: 913-45 Standard Type "A-1" Inlet Minimum Depth, as per specifications	2	Each	\$ _____	\$ _____
31	COMMODITY CODE: 913-45 Standard Type "A-1" Inlet Vertical Depth, as per specifications	20	LnFt	\$ _____	\$ _____
32	COMMODITY CODE: 913-45 Standard Type 'B-1' Inlet Minimum Depth, as per specifications	2	Each	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
33	COMMODITY CODE: 913-45 Standard Type 'B-1' Inlet Vertical Depth, as per specifications	20	LnFt	\$ _____	\$ _____
34	COMMODITY CODE: 913-45 Standard Type 'E' Inlet Minimum Depth, as per specifications	2	Each	\$ _____	\$ _____
35	COMMODITY CODE: 913-45 Standard Type 'E' Inlet Vertical Depth, as per specifications	12	LnFt	\$ _____	\$ _____
36	COMMODITY CODE: 913-45 Replacement Type 'E' Curved Vane Grate, as per specifications	7	Each	\$ _____	\$ _____
37	COMMODITY CODE: 913-45 Replacement Type 'E' Frame w/Type 'E' Curved Vane Grates, as per specifications	24	Each	\$ _____	\$ _____
38	COMMODITY CODE: 913-45 Standard Type 'E' Combination Inlet, Minimum Depth, as per specifications	4	Each	\$ _____	\$ _____
39	COMMODITY CODE: 913-45 Standard Type 'E' Combination Inlet, Vertical Depth, as per specifications	30	LnFt	\$ _____	\$ _____
40	COMMODITY CODE: 913-45 Standard Type 'Double 'E' Combination Inlet, Minimum Depth, as per specifications	3	Each	\$ _____	\$ _____
41	COMMODITY CODE: 913-45 Standard Type 'Double E' Combination Inlet, Vertical Depth, as per specifications	25	LnFt	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
42	COMMODITY CODE: 913-45 Standard Type 'S' Inlet Minimum Depth, as per specifications	1	Each	\$ _____	\$ _____
43	COMMODITY CODE: 913-45 Standard Type 'S' Inlet Vertical Depth, as per specifications	10	LnFt	\$ _____	\$ _____
44	COMMODITY CODE: 913-45 Replacement Type "S" Curved Vane Grate, as per specifications	50	Each	\$ _____	\$ _____
45	COMMODITY CODE: 913-45 Repl Type 'S' Frame with Curved Vane Grate, as per specifications	50	Each	\$ _____	\$ _____
46	COMMODITY CODE: 913-45 Standard Type 'Double S' Inlet Minimum Depth, as per specifications	1	Each	\$ _____	\$ _____
47	COMMODITY CODE: 913-45 Standard Type 'Double S' Inlet Vertical Depth, as per specifications	8	LnFt	\$ _____	\$ _____
48	COMMODITY CODE: 913-45 Standard Type 'S' Combination Inlet Minimum Depth, as per specifications	1	Each	\$ _____	\$ _____
49	COMMODITY CODE: 913-45 Standard Type 'S' Combination Inlet Vertical Depth, as per specifications	5	LnFt	\$ _____	\$ _____
50	COMMODITY CODE: 913-45 Double 'S' Combination Inlet Minimum Depth, as per specifications	5	Each	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
51	COMMODITY CODE: 913-45 Double "S" combination inlet, vertical depth, as per specifications	40	LnFt	\$ _____	\$ _____
52	COMMODITY CODE: 913-45 Standard "Y-1" inlet, minimum depth, as per specifications	2	Each	\$ _____	\$ _____
53	COMMODITY CODE: 913-45 Standard "Y-1" inlet with collar, minimum depth, as per specifications	1	Each	\$ _____	\$ _____
54	COMMODITY CODE: 913-45 Standard "Y-1" inlet, vertical depth, as per specifications	1	LnFt	\$ _____	\$ _____
55	COMMODITY CODE: 913-45 Standard type MDSA yard inlet, minimum depth, as per specifications	1	Each	\$ _____	\$ _____
56	COMMODITY CODE: 913-45 Standard type MDSA yard inlet, vertical depth, as per specifications	1	LnFt	\$ _____	\$ _____
57	COMMODITY CODE: 913-45 Adjust existing "Y-1" inlet opening, as per specifications	10	Each	\$ _____	\$ _____
58	COMMODITY CODE: 913-45 Adjust existing inlet, as per specifications	12	Each	\$ _____	\$ _____
59	COMMODITY CODE: 913-45 Replace "E" combination inlet headpiece, as per specifications	20	Each	\$ _____	\$ _____
60	COMMODITY CODE: 913-45 Replace double "E" combination inlet headpiece, as per specifications	8	Each	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
61	COMMODITY CODE: 913-45 Replace "S" combination inlet headpiece, as per specifications	3	Each	\$ _____	\$ _____
62	COMMODITY CODE: 913-45 Replace double "S" combination inlet headpiece, as per specifications	15	Each	\$ _____	\$ _____
63	COMMODITY CODE: 913-45 Replace "A-1" inlet top slab, as per specifications	15	Each	\$ _____	\$ _____
64	COMMODITY CODE: 913-45 Replace "A-2" inlet top slab, as per specifications	2	Each	\$ _____	\$ _____
65	COMMODITY CODE: 913-45 Replace "B-1" inlet top slab, as per specifications	10	Each	\$ _____	\$ _____
66	COMMODITY CODE: 913-45 Replace "B-2" inlet top slab, as per specifications	1	Each	\$ _____	\$ _____
67	COMMODITY CODE: 913-45 6" perforated pipe underdrains, as per specifications	200	LnFt	\$ _____	\$ _____
68	COMMODITY CODE: 913-45 Aggregate backfill for underdrain, as per specifications	25	CuYd	\$ _____	\$ _____
69	COMMODITY CODE: 913-45 Washed concrete sand, as per specifications	5	Ton	\$ _____	\$ _____
70	COMMODITY CODE: 913-45 3 inch plastic sewer pipe, as per specifications	10	LnFt	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
71	COMMODITY CODE: 913-45 Safety fence for sediment control, as per specifications	3000	LF	\$ _____	\$ _____
72	COMMODITY CODE: 913-45 Silt fence for sediment control, as per specifications	20	LnFt	\$ _____	\$ _____
73	COMMODITY CODE: 913-45 Super silt fence for sediment control, as per specifications	10	LnFt	\$ _____	\$ _____
74	COMMODITY CODE: 913-45 Trim existing ditches, as per specifications	50	LnFt	\$ _____	\$ _____
75	COMMODITY CODE: 913-45 7 inch concrete paving on 4 inch aggregate base course, mix #6, as per specifications	100	SqYd	\$ _____	\$ _____
76	COMMODITY CODE: 913-45 7 inch concrete paving for entrances & driveways, mix #6, as per specifications	100	SqYd	\$ _____	\$ _____
77	COMMODITY CODE: 913-45 Joint sealer, as per specifications	20	LnFt	\$ _____	\$ _____
78	COMMODITY CODE: 913-45 Full depth saw cut, as per specifications	4500	LnFt	\$ _____	\$ _____
79	COMMODITY CODE: 913-45 Bituminous concrete for mountable curb, as per specifications	100	LnFt	\$ _____	\$ _____
80	COMMODITY CODE: 913-45 Placing furnished topsoil for grading adjustment, as per specifications	100	CuYd	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
81	COMMODITY CODE: 913-45 Placing furnished topsoil, 2" depth, as per specifications	250	SqYd	\$ _____	\$ _____
82	COMMODITY CODE: 913-45 Placing furnished topsoil, 4" depth, as per specifications	200	SqYd	\$ _____	\$ _____
83	COMMODITY CODE: 913-45 Temporary seeding, as per specifications	1250	SqYd	\$ _____	\$ _____
84	COMMODITY CODE: 913-45 Temporary mulching, as per specifications	100	SqYd	\$ _____	\$ _____
85	COMMODITY CODE: 913-45 Class 3 excavation & selected backfill/offsite disposal, as per specifications	50	CuYd	\$ _____	\$ _____
86	COMMODITY CODE: 913-45 Mix #2 concrete/miscellaneous structures, as per specifications	25	CuYd	\$ _____	\$ _____
87	COMMODITY CODE: 913-45 Remove & replace existing concrete sidewalk, as per specifications	300	SqFt	\$ _____	\$ _____
88	COMMODITY CODE: 913-45 Remove & replace existing curb & gutter, as per specifications	150	LnFt	\$ _____	\$ _____
89	COMMODITY CODE: 913-45 Labor, skilled, storm drain/inlet repair, regular time, M - F, 8AM - 5 PM, as per specifications	200	Hour	\$ _____	\$ _____
90	COMMODITY CODE: 913-45 Labor, unskilled, storm drain/inlet repair, regular time, M - F, 8 AM - 5 PM, as per specifications	700	Hour	\$ _____	\$ _____

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LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
91	COMMODITY CODE: 913-45 Operator, equipment, storm drain/inlet repair, regular time, M - F, 8 AM - 5 PM, as per specifications	500	Hour	\$ _____	\$ _____
92	COMMODITY CODE: 913-45 Driver, truck, storm drain/inlet repair, regular time, M - F, 8AM - 5PM, as per specifications	1000	Hour	\$ _____	\$ _____
93	COMMODITY CODE: 913-45 Foreman, storm drain/inlet repair, regular time, M - F, 8AM - 5PM, as per specifications	750	Hour	\$ _____	\$ _____
94	COMMODITY CODE: 913-45 Materials, storm drain/inlet repair, cost x multiplier (overhead & profit), for T&M work, as per specifications	125,000	Multi	\$1. _____	\$ _____
95	COMMODITY CODE: 913-45 Rental, equipment, Blue Book for Construction Equipment, Vol. 2, fixed price item, as per specifications	180,000	Each	<u>\$1.00</u>	<u>\$180,000.00</u>
96	COMMODITY CODE: 913-45 Test pit, excavation in County road paving, fixed price item, as per specifications	10	CuYd	<u>\$120.00</u>	<u>\$1,200.00</u>
97	COMMODITY CODE: 913-45 Test pit, excavation outside County road paving, fixed price item, as per specifications	10	CuYd	<u>\$65.00</u>	<u>\$650.00</u>

**GRAND TOTAL \$ \_\_\_\_\_**

**COMPANY NAME:** \_\_\_\_\_

**FED ID OR SOCIAL SECURITY NO.** \_\_\_\_\_