

PROPOSAL FORM
BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
TOWSON, MARYLAND

Division of Construction Contracts Administration



Contract Number 24024 GX0
Pittsfield Road Stream Restoration at
Green Valley Lane, Owings Mills, MD. 21117
Owings Mills – District 3c2
Workday Number
PROJ-10001417, 214000351, 10000198

CONTRACT BASED ON SEPTEMBER 2023
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS
AND STANDARD DETAILS FOR CONSTRUCTION

Bidders Information

A pre-bid meeting will be held on Wednesday, April 9, 2025 at 10:00 a.m. EST via WebEx.
Phone-In (Audio Only) 1-415-655-0001, Meeting Number 2317 367 1257##.
Video Conference go to <https://signin.webex.com/join> Meeting Number 2317 367 1257,
Password: GAnHZMwf688, for Webex link go
to: www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations

Baltimore County Prevailing Wage and Local Hiring Affidavit, Wage Rates & Requirements
see pages 107-114.

(Contract Disclosure): *“Wage rates that are in effect as of the contract solicitation date will be the wage rates through the duration of the project”*

MBE/WBE Requirements & Forms **see pages 115-129**

THIS PROPOSAL FORM INCLUDES AND INCORPORATES ALL DOCUMENTS AND INFORMATION REFLECTED, LISTED, AND/OR REFERENCED IN THIS TABLE OF CONTENTS, AND ALL SUCH DOCUMENTS AND INFORMATION ARE PART OF AND INCORPORATED INTO THE CONTRACT DOCUMENTS.

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SECTION I

INFORMATION FOR BIDDERS

ELECTRONIC SUBMITTAL PROCESS

To be considered, Bids (Section IV – Proposal) shall be received by the bid closing date and time to the following email address dpwbid@baltimorecountymd.gov. The contract number and company name should be referenced in the Subject Line of the email. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2*, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

After submitting a Bid to dpwbid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Division of Construction Contracts Administration and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described above, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.

NOTE: Electronic copy of the Bid Bond will be accepted at bid opening. The apparent low bidder is required to submit the original Bid Bond within ten (10) days after the bid opening to the Division of Construction Contracts Administration, 111 West Chesapeake Avenue, Room 300B, Towson, Maryland 21204.

INSTRUCTIONS AND SPECIFICATIONS

Refer to the enclosed proposal sheets for quantities to be bid upon. All proposals submitted on the attached form must give the price in clear figures for each item of the proposed work and be signed by the bidder with his name and address. Bidders must not change any item in the proposal for which a price has been stipulated by the County. Any change will cause rejection of the proposal.

NOTE: STATEMENT UNDER OATH FORM TO ACCOMPANY BID as per Baltimore County Purchasing Act 65-98, Section 15-94 and 15-95 which requires that the enclosed affidavit (see Proposal Affidavit pages in Section IV) be completed and submitted as part of the sealed bid.

Proposals made on any other than the attached form will not be considered. All papers included in, bound thereto, or attached to the Proposal Form are necessary parts thereof and shall not be detached, separated, or altered in their intent.

Changes in the phraseology of the proposal, additions, or limiting provisions will render the proposal informal or void and may cause its rejection.

All right is hereby reserved by the Purchasing Agent to reject any or all proposals and to waive formalities and technicalities as the interest of the County may require.

No successful bidder may withdraw his bid within **Ninety (90) days** after the opening thereof.

The successful bidder will be required to be bonded to Baltimore County, Maryland to the sum of One Hundred per Cent (100%) of the amount of his proposal or proposals according to the form of bond hereto attached for projects in excess of \$25,000.00.

This Proposal must be accompanied by a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment of the amount thus determined in case of a default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award. The Bid Bond must be in the form accompanying the Proposal executed by a Surety licensed in the State of Maryland. The Surety must be currently rated "B" or better by the A. M. Best Company, and the bid must be in an amount less than, or equal to, the underwriting limitation contained in Department of Treasury Circular 570 as amended at the time of the underwriting.

All work to be performed under this contract shall be done under strict compliance with Baltimore County Department of Public Works and Transportation September 2023 Standard Specifications for Construction and Materials and Standard Details for Construction and any and all proposed revisions thereto as of the date of advertisement and copies of which are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards, and all of which are made a part hereof and incorporated herein (collectively, the "Specifications").

If the bidder to whom an award is made shall fail to execute the contract and bond hereto attached and as herein provided, the award may be annulled and the contract awarded to the lowest responsible bidder who has consented to a time extension, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made, or the Purchasing Agent may reject all of the bids as the interest of the County may require.

The Bid Bond of the three lowest bidders is deemed to be effective until the execution and delivery of the Contract Agreement, together with Payment and Performance Bonds for projects in excess of \$25,000.00 or until rejection of all bids, whereupon Surety is deemed relieved of all further obligations under the bid bonds provided.

Bidders must examine the drawings and specifications carefully and must make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the drawings or comprised in the specification, inquiry shall be made of the Director of Public Works and Transportation at least five (5) days prior to the date of bid opening. The submission of the Proposal shall indicate that the bidder thoroughly understands the drawings and the terms of the Specifications.

To better ensure fair competition and to permit a determination of the lowest bidder, unresponsive bids or bids obviously unbalanced may be rejected by the Purchasing Agent.

Bidders are required to fill out the total price column and total their proposals so that the result of the bidding, barring possible arithmetical errors, will be known at once. Any errors in computations will be corrected by the Engineer when the proposals are canvassed. Where the unit price and the total price are at variance, the unit price will prevail.

Bidders must be prepared to complete the work within the time stated in the proposal.

NOTE: ONLY CONTRACTORS FORMALLY PRE-QUALIFIED WITHIN THE ADVERTISED WORK CLASSIFICATION BY THE DIRECTOR OF PUBLIC WORKS AND TRANSPORTATION OF BALTIMORE COUNTY 10 CALENDAR DAYS PRIOR TO BID OPENING WILL BE ELIGIBLE TO SUBMIT BIDS.

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract. Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.

Baltimore County has adopted a Minority Business Enterprise (MBE) program and Women's Business Enterprise (WBE) Program. The percentage of participation applies to the contract amount awarded to the Contractor. Qualified minority subcontractors are those certified as being a Minority Business Enterprise by the following:

1. Maryland Department of Transportation Certification Committee (MDOT)
2. City of Baltimore, Minority Business Certification Council

Projects funded by the Federal Highway Administration are limited to the certification listed under #1 (MDOT).

More detailed information regarding the County's MBE/WBE Program can be obtained from the County MBE Office, telephone (410) 887-3407. See Executive Order dated December 6, 2022. MBE/WBE Participation Summary and Forms A, B, C, D and E enclosed in this proposal booklet.

NOTE: If you do not complete and submit the enclosed forms 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.**

The County reserves the right to require the low bidder to produce evidence indicating that the company's financial condition is equal to, or better than, that enjoyed by the company at the time of prequalification. This additional information may be in the form of a financial statement or other evidence satisfactory to the Office of Budget and Finance.

Bidders' attention is directed to the requirement that a permit must be obtained from the Baltimore County Bureau of Highways and Bureau of Traffic Engineering prior to cutting any County road for the purpose of obtaining sub-surface soils information, and permission must be obtained from the State Highways Administration prior to making any openings in a State road.

Under no circumstances shall a bidder enter upon any property outside a County or State road for the purpose of securing sub-surface soils information until permission is received from the property owner. The fact that the County has obtained a utility easement does not give the bidder the right to enter upon the property.

Prevailing index price of asphalt cement/ton \$640.00.

INCLEMENT WEATHER POLICY: If Baltimore County General Government Offices are open or open with liberal leave the day the bids are due, the bids are due as stated in the bid documents (date and time). **ONLY** when the Baltimore County General Government Offices are **OFFICIALLY CLOSED** the day the bids are due, the bid date will be postponed and an Addendum will be issued the next business (or next day buildings are officially open) day the county offices are open with the new bid date and time.

BID TABULATIONS: All bid tabulations will be confidential until after final award, at which time the total bid amounts for all bidders, as well as the complete bid tabulations for the top three (3) bidders, can be inspected by others when requested in writing pursuant to the Maryland Public Information Act.

ALTERNATIVE SOURCES OF CONTRACT BONDS: In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC). The **Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa)**, an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions. MSBDFA also provides lines of credit, term loans and loan guarantees to help qualified businesses purchase equipment and real property, make improvements to leased property, refinance existing debt and assist them with their working capital needs. 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) 333-4270. Or visit their website at www.mmcapitalgroup.com for information, applications and a checklist of required documents and reports that must accompany the application.

S E C T I O N I I

SPECIAL PROVISIONS

MAINTENANCE BOND

Per the Baltimore County Department of Public Works and Transportation September 2023 Standard Specifications for Construction and Materials, Section GP – 4.10 (C) states, the contractor is required to post a maintenance bond in the amount of five (5) percent of the total cost of the contract or withhold five (5) percent retainage for two (2) years from the date of Final Acceptance.

BALTIMORE COUNTY, MARYLAND

BOND NO. _____

CONTRACT NO. _____

MAINTENANCE BOND

THIS MAINTENANCE BOND is entered into on this _____ day of _____, 20____, by and between _____, as principal ("Principal") and _____, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of _____, as surety ("Surety"), are held and firmly bound unto Baltimore County, Maryland, a body corporate and politic of the State of Maryland ("County"), as Obligee.

WHEREAS, the above-named Principal has entered into a written contract known as Contract Number _____ dated _____, 20____ with Obligee for _____ (the "Agreement"), the terms of which are hereby incorporated by reference; and

WHEREAS, Principal has completed construction under the Agreement; and

WHEREAS, the Agreement includes a warranty on the quality of the Work performed that runs for a period of two (2) years from the date of the County's final acceptance and that runs for two (2) additional years beyond the repair date if any repair is done during the warranty period; and

WHEREAS, Principal is required to cause this instrument to be executed and delivered to Obligee as security for maintenance during the warranty period in an amount equal to 5% of the total value of the Contract.

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the Obligee in the sum of \$ _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves and their personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this maintenance bond.

The conditions of this bond are as follows:

1. The Principal shall, for a period of two (2) years from and after the date of completion and acceptance of same by Obligee, replace all defects arising in the Work, whether resulting from defective materials, equipment, design furnished or workmanship. After such period, this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. In the event of a default on the part of the Principal that may be the subject of a claim under this bond, Obligees shall mail, by certified mail, to Surety at the address listed below, a written statement that a claim is being made under the bond and, with substantial accuracy, the amount of the claim. Surety shall have no obligation to Obligees under this bond until the notice of claim is mailed.
3. When the Obligees has satisfied the condition of Paragraph 2 that a notice of claim be mailed, the Surety shall promptly and at the Surety's expense send an answer to Obligees within 30 days after the date of the claim. The answer shall state the amounts that are undisputed and the basis for challenging any amounts that are disputed. The answer shall be accompanied by payment (or arrangements for immediate payment) of any undisputed amounts.
4. Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligees and agreed upon by Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.
5. This bond is a specialty governed by the twelve-year statute of limitations period set forth in the Annotated Code of Maryland Courts and Judicial Proceedings §5-102.

WITNESS OR ATTEST:

(Principal – Contractor Name)

By: _____

Type Name: _____

Type Title: _____

Date: _____

(Surety)

By: _____

Type Name: _____

Type Title: _____

Type Address: _____

Date: _____

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AS-BUILT STREAM RESTORATION CHECKLIST

**CATEGORY 100
PRELIMINARY**

HEAVY TREE PROTECTION

DESCRIPTION. Install heavy tree protection around trees vulnerable to damage during construction activities as identified on the Contract Drawings or as otherwise directed by Baltimore County or the Engineer.

MATERIALS.

Planking. Individual lumber planks with minimum dimensions of 2 in. by 4 in. by 12 ft.

Rope. Fiber or nylon rope with a minimum diameter of ½ in. or 10-gauge wire.

Steel Staples. Galvanized steel staple of sufficient gauge and length to secure rope/wire to the planking.

CONSTRUCTION.

- a. Planking will be required on trees identified in the Contract Drawings, as designated by the Engineer, or when construction activity occurs within 5 ft of trees. Do not perform any construction activities within 10 ft of trees designated for planking until planking is installed.
- b. If trees identified in the Contract Documents to be planked are determined to be in dead, poor, or dying condition consult the Engineer or Baltimore County prior to installing the planking to determine if the tree should be removed.
- c. Manually place planking along all required trees such that all faces of the tree facing construction activity are protected. Extend planking up the tree to an elevation 12 ft above existing ground level. Extend planking to the elevation of the lowest branch, in the case wherever branches prevent plank installation to the specified elevation and cut planks to required length on-site.
- d. Tightly wrap each plank with wire/rope securing them together. Staple the wire/rope to the plank to secure the wire/rope in place. Place wire/rope every 3 ft along the length of the plank. Firmly secure planks around the entire diameter of the tree trunk.
- e. Maintain tree planking throughout the construction period. Remove all tree planking following the construction period as approved.

MEASUREMENT AND PAYMENT. Heavy Tree Protection will be measured and paid for at the Contract unit price per each tree protected. The payment will be full compensation for all timber, rope, transportation, preparation, installation, maintenance, disposal of excess material, removal and disposal of material following project completion, labor, equipment, tools, and incidentals necessary to complete the work.

END OF SECTION

**CATEGORY 100
PRELIMINARY**

SEISMIC SURVEY AND MONITORING

DESCRIPTION

Furnish seismic surveys, seismic monitoring equipment, and services for the purpose of monitoring seismic activity within close proximity to structures, building, and homes.

MATERIALS

- (a) **Seismic Monitor.** Seismic monitoring device capable of measuring 3 orthogonal channels of ground motion, with a peak particle velocity (PPV) range of 0.005 to 10.0 in/sec in a frequency range of 2 to 250 Hertz (Hz). The ground channels yield a complete time history of the motion. Each channel is sampled at a minimum of 1,024 samples per second. Seismic monitor will have wireless communication abilities. Seismic monitor device will have wireless/cellular capabilities to contact select individuals in the event the seismic threshold has been breached.
- (b) **Installation and Power.** Install each seismic monitor in a secure enclosure. Power for seismic monitors will be solar or AC power with battery backup.
 - (1) For outdoor installations, power the seismic monitors by an appropriate sized solar panel with a battery backup. In case of cloudy days or solar panel unit failure, the backup battery must be capable of providing a minimum of 2-days continuous power.
 - (2) For indoor installations, seismic monitors may be connected to a local AC power source. A backup battery must be installed and capable of providing a minimum of 2-days continuous power in case of electricity outage.
- (c) **Deliverable.** Submit a report of pre and post-construction surveys, including but not limited to, findings, photos, measurements, data, summary, etc. Make a digital report available to the Engineer on appropriately sized USB or DVD at the conclusion of seismic monitoring.

CONSTRUCTION

- (a) **Qualifications.** A seismic monitoring specialist, technician, and project engineer must each have a minimum of three completed projects with similar size and scope to this project. Upon request by the Engineer, at any time during the project, the Contractor must provide documentation of recent trainings and work history and for employees responsible for seismic monitoring.
- (b) **Pre-Construction Survey.** Prior to clearing, grading, and mobilization activities:

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- (1) Conduct a visual existing conditions survey to identify, document, and photo all existing cracks, noting location and width and length measurements. Photo document structures within a 75 ft boundary of the LOD. Structures include, but are not limited to, building/house foundations, concrete or asphalt flat work (e.g. sidewalks, driveways, patios, etc.), decks, manholes, in-ground and above ground pools, sheds, decks, fences, retaining walls, etc.
- (2) Items which are immovable/permanent obstructions should be documented and photographed. Surveys are not necessary for confined spaces and abnormal areas which pose a threat to worker safety. Document these areas with photographs.
- (3) Interior surveys may be conducted with property owner's permission. Notify Engineer if permission is granted for interior surveys.
- (4) Prior to construction activities, provide and make available to the Engineer the results of the existing conditions survey. Submit documentation including, but not limited to, photographs, existing conditions survey summary, data, etc.

(c) Seismic Monitoring Services.

- (1) Develop and submit to the Engineer a site specific seismic monitoring plan addressing potential impacts to structures identified in the pre-construction existing conditions survey. Include in the plan: type and location of seismic monitors, site specific safe ground seismic thresholds, existing baseline seismic activity, cellular/wireless contact information for Engineer, Project Manager, Site Supervisor, Foreman, and any other necessary personnel.
- (2) Seismic monitor will notify select personnel by cellular/wireless text message, call, or app when seismic thresholds are breached.
- (3) Seismic monitors used on-site may be moved to other parts of the project as directed by the Contractor at no additional cost to the County.
- (4) A qualified seismic monitoring technician should be on-site during the initial day of heavy seismic producing activities, or if activities are within 25 ft of a structure of concern. If a seismic monitor is moved to another location, a technician should be on-site during initial activities at the new location.
- (5) Seismic monitoring equipment will be calibrated annually. Provide a copy of the calibration certification to the Engineer.

(d) Post-Construction Survey.

- (1) At the conclusion of seismic producing construction activities, structures surveyed during the pre-construction survey will be re-surveyed. Document and photo any seismic damage not documented in the pre-construction existing conditions survey.

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- (2) Submit a final report including, but not limited to: summary of pre and post-construction documentation, photos of pre and post-construction surveys, data, image key plan, cross reference of pre and post-construction survey photos, and summary of changed conditions or alleged damages. Electronically submit report to the Contractor and Engineer by USB or DVD.

MEASUREMENT AND PAYMENT

Seismic Survey and Monitoring will not be measured and will be paid at the Contract price per each (EA). Payment will be full compensation for seismic sensor, setup, monitoring, pre and post-construction surveys, digital reporting, digital photography, tools and incidentals necessary for seismic survey and monitoring.

Costs of cellular calls, text messages, or data usage to individuals who voluntarily register as a point of contact for seismic alerts will be considered incidental.

END OF SECTION

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**CATEGORY 100
PRELIMINARY**

STREAM RESTORATION SITE AS-BUILT CERTIFICATION

DESCRIPTION. Prepare and submit to the County for approval, a certified As-Built Survey of the completed stream restoration construction to fully illustrate all construction within the established limits of disturbance.

MATERIALS. The As-Built Survey shall be a reproducible mylar copy of the approved Contract Documents Features to be surveyed shall consist of items listed under the Stream Restoration As-Built Checklist. The As-Built Survey shall be certified by a registered land surveyor licensed within the State of Maryland. During construction, the Contractor shall adhere to tolerances as noted on the plans. The signed, sealed and certified reproducible mylar As-Built drawings shall be forwarded to the County for approval.

CONSTRUCTION.

- (a) Notify the County a minimum of two-weeks prior to completion of construction activities.
- (b) Upon completion of construction activities, the contractor has no longer than 8 weeks to furnish the County with a certified As-Built topographic plan.
- (c) The Contractor may choose to submit to the County partial as-built survey drawings in order to illustrate the layout of all stream restoration features and grading; however, this submission of this partial as-built does not automatically convey approval of construction or eliminate the requirement for the Contractor to provide a final as-built survey of the entire completed project certified by a registered land surveyor. The County may, at its sole discretion, grant formal acceptance of the partial as-built in order to expedite the as-built certification process.
- (d) Any errors or omissions found during the course of the as-built survey and determined by the County, who shall be the sole judge, to have occurred during construction shall be repaired by the Contractor to the satisfaction of the County at no additional expense to the County. The Contractor shall make any necessary repairs or corrections required by the County including grading, adjustment of stream restoration structures, etc. Upon completion of corrective action, the Contractor shall furnish the County with a re-survey of the problem area showing the original as-built information and any modification highlighted and noted. A registered land surveyor shall also seal the resurvey.
- (e) The Contractor shall modify the as-built survey to address County review comments. Final acceptance of the project by the County will not occur until the certified as-built has been completed for the entire project.

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MAINTENANCE.

- (a) The Contractor will be held fully responsible for maintaining the project during the course of the construction including the period of the as-built certification.
- (b) The Contractor shall be held responsible for maintaining the integrity of the project until final acceptance of the as-built drawing and a determination by the County that no errors or omissions have been made by the Contractor during the course of construction. The County shall make every effort to notify the Contractor within five (5) weeks of the County's receipt of the as-built survey as to the acceptability or rejection of the construction of the stream restoration project; however, lapse of this time frame does not relieve the Contractor of responsibility for maintaining the integrity of the project or for correcting any errors/omissions until final acceptance of the certified as-built for the entire stream restoration project.

MEASUREMENT AND PAYMENT. Preparation of the As-Built Survey and certification will not be measured, but will be paid for at the Contract lump sum price. The payment will be full compensation for surveying, preparation of as-built drawings, and for the Licensed Surveyor to seal the as-built drawings. Payment shall include all materials, labor, equipment, tools, maintenance and incidentals necessary to complete the work.

END OF SECTION

**CATEGORY 100
PRELIMINARY**

TEMPORARY PRIVACY SCREEN FENCE

DESCRIPTION.

Furnish a temporary privacy screen fence as a visual barrier to the construction zone. Temporary privacy screen fence will consist of chain link fence panels, base stand, and privacy screen.

MATERIALS.

- (a) **Privacy Screen.** Privacy screen will be made from HDPE Polyethylene fabric or similar. Fabric must be able to cover an 8ft high by 12ft width panel fence. Privacy screen blockage must be no less than 80% transparent.
- (b) **Chain Link Panel Fence.** Chain link panel fence is a chain link fence which can be placed without ground disturbance. Chain link panel fence should be galvanized steel and meet ASTM A392-06 and CSI 01 56 26. Chain link panel fence will be 8ft in height and 12ft in length.
- (c) **Base Stand.** Base stand should have a length of 36in and have the ability to support erect posts able to hold the weight of the fence and privacy screen. The support post should be the same shape as the fence post to ensure a proper fit to hold the panel in place.

CONSTRUCTION.

Temporary privacy screen fence will be installed at the location defined in the Contract Documents. Base stands will be laid out at the proper length, about 10ft apart. Panels will be installed on the base stand posts so the gap between the panels is not wider than 4in. Panels must be secured together by cap pegs or brackets.

Secure base stands with sandbags, anchors, or an item approved by the Engineer, to prevent the fence from falling over.

Once the chain links panels are secured, anchor the privacy screen to each chain link panel fence. Use wire clips, electric ties, or a method approved by the Engineer to secure the privacy screen to the chain link panel fence.

Remove privacy screen temporary fence at the conclusion of the project at the time when the LOD fence is being removed.

Privacy screen temporary fence must be inspected every morning prior to beginning work to ensure

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the integrity of the chain link panel fence and privacy screen. If the fence falls or becomes damaged, it is the contractor's responsibility to reset and/or repair the privacy screen temporary fence as needed or as directed by the Engineer at no extra cost to the County.

MEASUREMENT AND PAYMENT.

Installation and removal of Temporary Privacy Screen Fence will be measured and paid for by the contract unit price per linear foot (LF). Payment will be full compensation for privacy screen, chain link panel fence, and base stand, as well as, all material, equipment, tools, labor and incidentals necessary to complete the work.

END OF SECTION

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**CATEGORY 100
PRELIMINARY**

SECTION 101 – CLEARING AND GRUBBING

101.01 DESCRIPTION

101.01.01 Definitions

ADD: The following at the end of (a) Clearing:
Only those trees approved by the County or Engineer may be removed.

REPLACE: 101.01.01 (d) with the following.

(d) Limits. Limits of clearing and grubbing will be directed by the Engineer and includes all portions of the construction area where erosion and sediment controls are to be installed and areas where stream or channel grading will occur. **The Limit of Disturbance (LOD) shown on the plans is not the limit of clearing and grubbing.**

ADD: After (g) Stabilization Measures.

(h) Chipping. Describes chipping of existing stockpiles of cut trees, within the limit of disturbance, and spreading or placing on the site as directed by the Engineer. Chipping will be accomplished by use of a wood chipping machine to a size acceptable to the Engineer. Shredded hard wood mulch from off-site should be mixed with existing wood chips to ensure the wood chips do not suppress seeding and hinder growth.

101.03 CONSTRUCTION

ADD: As the first sentence under 101.03.07 Disposal. (a) Burning.

Burning is strictly prohibited on the project site without prior approval from the County or Engineer.

DELETE: 101.03.08 Damage to Trees and Other Protected Resources in its entirety.

INSERT: The following:

101.03.08 Destroying Trees and Wetlands Beyond Clearing Limits. The Contractor shall not damage nor destroy any trees or wetland areas that exist beyond the clearing limits.

END OF SECTION

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**CATEGORY 100
PRELIMINARY**

SECTION 107 – CONSTRUCTION STAKEOUT

REPLACE: Section 107 with the following:

107.01 DESCRIPTION

- (a) Furnish, place, and maintain construction layout stakes.
- (b) Provide and have available to the project an adequate engineering staff which is competent and qualified to set all lines and grades needed to construct the stream restoration.
- (c) Make all field measurements necessary to stakeout the baseline of construction and lay out lines and grades in the Contract Documents or as directed by the Engineer. Use the horizontal and vertical survey controls as shown in the Contract Documents to lay out lines of work, limits of grading, fill placement and to stake out the location of all proposed structures.

The Contractor shall, as a part of his/her construction stakeout operation and before any clearing operation commences, demarcate any wetlands and the Limit of Disturbance throughout the entire project as shown on the Plans and labeled as Limit of Disturbance and/or Wetlands, to the satisfaction of the Engineer.

- (d) At a minimum, installation of the Temporary Orange Construction Fence shall occur prior to the pre-construction meeting.
- (g) Notify DEPS once the stakeout or a phase of the stakeout is completed. DEPS will inspect the construction stakeout prior to the Contractor beginning clearing and grubbing activities. The purpose of the inspection is not to verify the stakeout, but to allow the County an opportunity to assess the lines established by the Contractor prior to the start of construction. If there are obvious errors with or questions concerning the stakeout, the visible errors and questions will be discussed with the Contractor, prior to the Contractor proceeding with construction. **This inspection will in no way relieve the Contractor of his/her responsibilities to construct the site as specified in the Contract Documents.**
- (h) Existing elevations and contours shown on the plans, cross-sections, stream bottom profiles, and/or bank alignment shown on the Contract Drawings were correct at the time of the original survey. However, because of interim vegetation growth and/or soil mobilization, existing elevations and grades may have changed since the original survey

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was completed. It is the Contractor's responsibility to confirm existing grades and adjust quantities, earthwork and work efforts as necessary at no additional cost to the County.

107.02 MATERIALS

The material for flagging the limits of disturbance shall be a 3-in. international orange vinyl material. The material for flagging wetlands shall be standard pink vinyl flagging.

107.03 CONSTRUCTION

107.03.01 Line and Grade. The Contractor will provide the following:

- (a) **Stream Channel Stakeout.** Stake the base line of the stream channel as indicated in the Contract Documents. Clearly label stakes with appropriate stations. The stream channel base line of construction shall be staked with 3-ft long wooden stakes. The maximum spacing of stations (stakes, nails, crosses, etc.) will be 25 ft, and the elevations on the top of each marked point will be furnished. The Contractor shall establish appropriately spaced benchmarks and the necessary references including all points of curvature (P.C.), and points of tangency (P.T.) for the preservation and control of the base line. Upon completion of grading, the Contractor will provide a staked base line or working line.
- (b) **In-Stream Structure Stakeout.** For in-stream structures and pools, stake out the boundaries, all breaks in slope, and the tops and toes of banks with a maximum spacing of 25 ft. Stakes will be used to mark pool spot elevations and bank toes and top of bank will be flagged with pin flags. Graphical display of structures on the grading sheets shall not be used for construction stakeout.

107.03.02 Equipment and Personnel The Contractor shall use competent personnel and state of the art equipment for all engineering work required to set and maintain the elevations and dimensions as specified in the Contract Documents.

107.03.03 Control Markers The Contractor shall be responsible for preserving the baseline of construction, working lines, and benchmarks set at the beginning of the project. The Contractor shall replace the baseline of construction, working lines, and benchmarks if they are disturbed or destroyed by the Contractor, at no additional cost to the County.

107.03.04 Control Stakes. For the stream baseline of construction, as specified in 107.03.03(a), set and preserve stakes at each station along each side of the proposed channel. On each of these stakes mark its offset distance from the baseline of construction and its top elevation or the cut or fill to the profile grade line. Additional stakes, as needed for horizontal and vertical controls necessary for correct layout of the work, shall be set by the Contractor.

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107.03.05 Layout. For structures specified in 107.03.01(b), the check the proposed structure lengths by electronic distance measurement or chaining. When chaining is used, the measurements must be compensated for horizontal alignment. Check the location of the structure to affirm its correct location with relation to existing on-site features and conditions that are to remain in their original positions. If any discrepancies are found, the Contractor shall notify the Engineer at once in writing, otherwise, it will be assumed that all planned dimensions, grades and field measurements are correct. All lines established on the ground shall be preserved or referenced, marked, and kept available at all times.

107.03.06 Utilities. Make available to the utility companies or agencies working within the limits of the project, promptly upon request, reference to control points, alignment and grade data, so that they may properly locate and coordinate their work and improvements in relation to the project.

Intersection Utility Stakeout. The Contractor shall notify the appropriate agencies as noted below a minimum of 72 hours (excluding weekends and holidays) prior to the Contractor's anticipated beginning of any underground work.

- (a) Request a MISS UTILITY stakeout and possess a valid MISS UTILITY clearance ticket number for any underground work.
- (b) Contact all utilities within the limits of the project that are not a member of MISS UTILITY and obtain a stakeout of their respective facilities.

107.03.07 Flagging. The flagging shall be placed continuously throughout wetland areas. In areas where trees are not to be disturbed, individually flag those trees in a line along the clearing limits, which are not to be moved or destroyed. If the flagging has been destroyed and the Engineer determines that its use is still required, re-flag the area at no cost to the County.

If the Contractor, after notification by the Engineer that replacement flagging is needed, does not replace the destroyed flagging within 48 hours, the Engineer may proceed to have the area re-flagged. The cost of the re-flagging by the Engineer will be charged to the Contractor and deducted from any monies due under the Contract.

At the completion of construction, the Contractor shall remove all flagging.

107.04 MEASUREMENT AND PAYMENT

Construction Stakeout will not be measured but will be paid for at the Contract lump sum price. The payment will be full compensation for furnishing, placing and maintaining construction layout stakes, flagging of disturbance limits, trees, and wetland limits, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment of the Contract lump

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sum price will be prorated and paid in equal amounts on each monthly estimate. The number of months used for prorating will be the number estimated to complete the work.

END OF SECTION

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**CATEGORY 100
PRELIMINARY**

**SECTION 110 – ADJUSTING AND REPLACING FENCES, SHRUBS,
TREES, HEDGES, ETC.**

110.01 DESCRIPTION

DELETE: "...shrubs, trees, hedges, mail boxes etc.,"

110.03 CONSTRUCTION METHODS.

REPLACE: Section 110.03 with the following:

"Existing fences shall be carefully removed as needed as directed by the Engineer and to the extent required to permit construction operations. The Contractor shall safely store all elements during the time that they are down and, when possible, re-erect them at the locations designated by the Engineer. If, through no fault of the Contractor, these elements cannot be re-erected, then they shall be replaced in-kind."

110.04 METHOD OF MEASUREMENT & BASIS OF PAYMENT

REPLACE: Section 110.04 with the following:

"The item will be measured and paid for per linear foot for 'Remove and Reset Existing Fence', which shall be full compensation for all equipment and labor and any other work incidental to the satisfactory completion of this item."

END OF SECTION

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**CATEGORY 200
GRADING**

MICROTOPOGRAPHY (MT) AND CREATED WETLANDS (CW)

DESCRIPTION

Create roughness features, low elevation depressions, mounds, berms, or other irregular grading to create habitat and flow diversity throughout the proposed floodplain.

MATERIALS

Topsoil. 920.01

Permanent Seed 700.03

CONSTRUCTION

Create Microtopography and Created Wetlands with an excavator bucket during the final grading of the proposed floodplain surface and prior to the placement of permanent seed. Once final floodplain elevations have been achieved per the lines and grades of the construction plans, Microtopography and Created Wetlands will add roughness and low elevation diversity to the floodplain area.

Microtopography and Created Wetland features which create mounds or berms shall not be constructed in a straight down-valley flow direction. Within the microtopography area, a graded feature (elevated or depressed) shall not exceed 50 ft. in continuous length and should be field directed by the Engineer.

Tolerance for Microtopography and Created Wetlands is ± 0.5 ft of final floodplain grade elevation.

Areas marked as Created Wetlands on the plans should be verified in the field at the direction of the Engineer. Created Wetlands shall be constructed as per the microtopography details.

Finished areas shall be immediately stabilized with permanent seed mix.

MEASUREMENT AND PAYMENT

Microtopography and Created Wetlands. will be measured and paid for at the Contract unit price per square yard.

Permanent Seed will be measured and paid for per lb.

Furnished Topsoil will be measured and paid for by square yard.

Salvaged Topsoil will be measured and paid for by square yard.

END OF SECTION

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**CATEGORY 200
GRADING**

SECTION 202 – CHANNEL OR STREAM CHANGE EXCAVATION (CLASS 5)

REPLACE: Section 202 with the following:

202.01 DESCRIPTION

All excavation specified on the plans and in the Contract Documents, unless otherwise specified, shall be classified as Class 5 Excavation. Use all suitable materials, including topsoil, subsoil and channel bed material as specified. Dispose of unsuitable material as directed.

202.02 MATERIALS

Not Applicable

202.03 CONSTRUCTION

202.03.01 Layout. The layout of the grading shall be as shown on Contract Drawings. Grade out a smooth transition between cross-sections, with no abrupt changes in channel geometry.

202.03.02 Excavation. Excavation includes the following:

- (a) Cut areas within the boundary faces of the cross-sections, including excavation within the channel, banks or floodplain for stream channel restoration activities. This includes excavation for the installation of stone structures, channel bed materials, and bank treatment techniques.
- (b) Demolition and/or removal of debris from the stream channel, including trees and debris jams, tires, gabion baskets, concrete lining, and broken up concrete and other materials as designated by the engineer.
- (c) Additional rock encountered within the stream channel that may be handled by the same tools and equipment used for channel or stream excavation.
- (d) When excavating for stream restoration or other facilities indicated on the plans, the Contractor may encounter wet or saturated soils. The Contractor is responsible for dewatering and transporting saturated soil off-site in a manner that prevents discharge or spillage of soils or water onto adjacent properties or roads. Should any discharge occur, the Contractor shall be responsible for immediate and complete clean-up.

202.03.03 Grading Units. Refer to Section 201.03.01.

202.03.04 Use of Excavated Materials. Excavated material may be salvaged and reused onsite with approval from the Engineer. Remove and dispose of unapproved materials.

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202.03.05 Disposal of Unsuitable Materials. Remove existing debris, concrete, waste, and other unsuitable materials, as determined by these specifications or by the Engineer. Dispose of unsuitable material in a site with an approved erosion and sediment control permit. Remove all soft and unstable material and any other portions of the subgrade that will not properly compact, disposed of and replaced with suitable material and compacted.

202.03.06 Rock Excavation.

(a) Boulders and rock from the excavation may not be broken and used for any of the proposed in-stream or bank structures unless authorized by the Engineer or provided for in the Contract Documents.

(b) **Blasting.** No blasting is allowed on this project.

202.03.07 Frozen Material. Frozen material shall be handled as specified in Section 201.03.05.

202.03.08 Excavation Beyond Specified Limits. The widening of cut or excavation sections beyond the limits of the cross-sections, is prohibited in all instances except by written order from the Engineer. When so ordered by the Engineer, the procurement of additional suitable materials for fill shall conform to the following provisions.

(a) **Finished Excavation.** Refer to Section 201.03.08 (a).

(b) **Excavation Limits.**

(1) If the Contractor, with approval of the Engineer, elects to obtain material by widening cuts beyond the limits of the cross-sections originally proposed and within the limits of disturbance, the excavation of the materials will be classified as Class 5 Excavation.

(c) **Borrow Excavation Beyond Specified Limits.** If the Engineer directs the Contractor to excavate beyond the limits of the cross-sections originally proposed and after the Contractor has substantially completed the excavation in a cut section, then all material removed beyond the limits of the cross-sections will be classified as Class 5.

202.04 MEASUREMENT AND PAYMENT

Unsuitable Material and Undercuts. Unstable or other unsuitable material encountered at or below the lowest excavation limit required for a structure's installation, as specified in the Contract Documents, shall be undercut (i.e. over-excavated) and removed to the extent directed by the Engineer. The undercutting and removal of unsuitable material shall be incidental to Class 5 Excavation. In rock areas, the limit of measurement for excavation will be at the bottom of the normal plan section. All voids created by the removal of unsuitable material and undercuts, except when rock is encountered at subgrade, shall be backfilled to the lines and grades specified in the Contract Documents. Backfill material for undercuts shall conform to materials specified and shall be incidental to the Class 5 Excavation.

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Class 5 Excavation will not be measured but will be paid for at the Contract lump sum price. Payment will be full compensation for all excavation, hauling, salvaging, separating, and stockpiling of suitable materials, backfilling old stream beds or otherwise disposing of excess and unsuitable materials, undercutting and backfilling of undercuts, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

END OF SECTION

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**CATEGORY 300
DRAINAGE**

CONCRETE SEWER ENCASEMENT

DESCRIPTION

This work shall consist of all work to replace PVC in kind with DIP as well as encase existing sanitary sewer lines as identified in the Contract Drawings, along the Hartley Tributary and downstream of SD-0, which cross under the proposed stream channel within the limits of disturbance.

MATERIALS

Ductile Iron Pipe (DIP). 4" to 8" DIP Schedule 52 (size shall be confirmed by Contractor in the field prior to replacement).

Coupling. Fernco Strong Back RC 5000 Series Coupling or equal.

Concrete Encasement. Concrete encasement shall meet the standards of Baltimore County Department of Public Works Standard Specifications for Construction and Materials Section 902, Portland Cement Concrete and Related Products.

CONSTRUCTION

- a) The Contractor, in all instances, shall conduct construction and protection of existing utilities in accordance with Baltimore County Department of Public Works Standard Specifications for Construction and Materials Category 300 – Utility Construction.
- b) The Contractor shall replace PVC sewer laterals with DIP and Coupling (Strong Back RC 5000 Series Coupling) or equal.
- c) The Contractor shall encase underground sanitary sewer utilities in a minimum of 6 in. of concrete as depicted in the Contract Documents. The sewer encasement shall extend 5.0 ft. beyond the top-of-bank.
- d) Excavation below the sanitary sewer shall be minimized. Contractor must ensure sanitary sewer is supported with a stable subgrade during and after construction.
- e) No interruption of utility service shall be permitted.
- f) The Contractor shall be liable for all damage to existing utilities and shall repair them in-kind at no additional cost to the County.
- g) The Contractor shall notify the Engineer immediately upon discovery of deficiencies which would render the existing underground utilities unsuitable for concrete encasement.

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- h) The Contractor shall excavate by hand or other means necessary in order to protect the underground utilities to be encased.
- i) The Contractor shall ensure that underground utilities to be encased are properly supported.
- j) No free spans containing pipe or duct joints shall be permitted in excess of ten feet in length without temporary support. Vertical deflection of underground utilities shall be minimized.

MEASUREMENT AND PAYMENT

Concrete Sewer Encasement shall be measured and paid at the Contract unit price per linear foot of pipe replaced, including encasement extending 5 feet beyond the top of banks. The payment will be full compensation for furnishing, handling, preparation, transport, storage, installation, formwork, excavation, and for all materials, labor, equipment, tools and incidentals necessary to complete the work.

Excavation, backfill and disposal of excess material shall be performed in accordance with the Class 5 Special Provision and will not be measured and paid for separately, but instead shall be considered incidental to this structure.

END OF SECTION

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**CATEGORY 300
DRAINAGE**

STREAM ACCESS PATHS

DESCRIPTION: This work shall consist of furnishing, installing, maintaining, and removing Stream Access Paths during construction as specified in the Contract Documents, or as directed by the Baltimore County.

MATERIALS:

Temporary Mulch Access Path	See Special Provision for Materials
Timber Mat Access Path	See Special Provision for Materials

CONSTRUCTION: Stream Access Paths are composed of Temporary Mulch Access Roads, Timber Mat Access Path, and Rubber Construction Mat. Refer to the respective special provisions for construction direction.

MEASUREMENT AND PAYMENT: Payment for Stream Access Paths will not be measured but will be paid for at the Construct lump sum price (LS). Locations specifically requiring Mulch Access Path and Timber Mat Access Path are shown on the Construction Drawings. If additional Mulch Access Path or Timber Mat Access Path are desired by the Contractors or will help meet Erosion and Sediment Control requirements for temporary stabilization, it shall be at no additional cost to the County. Payment shall be full compensation for furnishing, transporting, installing, maintaining, and removing Stream Access Paths including all shredded hardwood mulch, soil stabilization matting, timber mats, and all material, labor, equipment, tools, and incidentals necessary to complete the work as specified in the Contract Documents, or directed by Baltimore County.

END OF SECTION

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**CATEGORY 300
DRAINAGE**

TEMPORARY MULCH ACCESS PATH

DESCRIPTION

Furnish all labor, material and equipment required to install the access path at locations delineated in the Contract Documents.

MATERIALS

- (a) Wood Chip Mulch.** Wood chips shall be either hardwood or softwood chips, produced by a chipping machine to a size acceptable to the Engineer. Chips shall not have been subjected to any conditions that would shorten their life or cause them to lose any of their value as mulch. Wood chips shall be free from leaves, twigs, wood shavings, sawdust, toxic substances, and any foreign materials.

The Contractor will locate potential sources for the wood chips. The Contractor will not be granted an extension of time or extra compensation due to delay caused by sampling, testing, approval or disapproval of material under the requirements of these specifications.

Shredded hard wood mulch from off-site should be mixed with existing wood chips to ensure the wood chips do not suppress seeding and hinder growth.

- (b) Geotextile Class SE (Nonwoven).** Refer to Section 921.09

- (c) Natural Fiber Matting.** Refer to Section 709.

- (d) High Visibility Fence.** Refer to Section 111 – Temporary Orange Safety Fence.

CONSTRUCTION

Install temporary mulch access path by lining the path with geotextile SE and cover with a minimum 12” of mulch. Install temporary mulch access path so the width is not less than 12ft. In sensitive areas and where the temporary mulch access path impacts root zones of trees, a thicker layer of mulch may be required, or as required by the Engineer. With permission of the Engineer, Natural Fiber Matting may be used in lieu of geotextile SE.

Remove all parts of the temporary access path once the location is no longer used. Off-site disposal of the mulch should be planned for, but some of the mulch may be dispersed on-site with approval and discretion of the Engineer. Once the temporary mulch access path has been removed, the contractor will need to loosen any compacted soil left and prepare the soil for landscaping. No mulch shall be left in any delineated or constructed wetland area.

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MEASUREMENT AND PAYMENT

Temporary mulch access path will not be measured but will be incidental to the Contract lump sum price (LS) under Stream Access Paths.

END OF SECTION

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**CATEGORY 300
DRAINAGE**

TIMBER MAT ACCESS PATH

DESCRIPTION

Timber mat access path is to be used to supplement temporary mulch access path in sensitive areas to protect against compaction.

MATERIALS

- (e) **Wood Chip Mulch.** Wood chips shall be either hardwood or softwood chips, produced by a chipping machine to a size acceptable to the Engineer. Chips shall not have been subjected to any conditions that would shorten their life or cause them to lose any of their value as mulch. Wood chips shall be free from leaves, twigs, wood shavings, sawdust, toxic substances, and any foreign materials.

The Contractor will locate potential sources for the wood chips. The Contractor will not be granted an extension of time or extra compensation due to delay caused by sampling, testing, approval or disapproval of material under the requirements of these specifications.

Shredded hard wood mulch from off-site should be mixed with existing wood chips to ensure the wood chips do not suppress seeding and hinder growth.

- (f) **Geotextile Class SE (Nonwoven).** Refer to Section 921 -Miscellaneous - Geotextile.

- (g) **Natural Fiber Matting.** Refer to Section 709 – Soil Stabilization Matting.

- (h) **Timber Matting.** Minimum 6” Thick 3-Ply Hardwood Laminated/Construction Mat or Equivalent

- (i) **High Visibility Fence.** Refer to Section 111 – Temporary Orange Safety Fence.

CONSTRUCTION

Install temporary mulch access path by lining the path with geotextile SE and cover with minimum depth of mulch as shown in the Contract Drawings (6 inches). Install temporary mulch access path so the width is not less than 12ft. With permission of the Engineer, Natural Fiber Matting may be used in lieu of geotextile SE.

Timber mats are to be utilized within existing wetland boundary limits and critical route zones. If the Contractor intends to use any equipment with higher loads, the Contractor would be responsible to select appropriate size/strength of timber matting based on equipment to be used and must be approved by the project engineer prior to implementation. Access routes for the timber matting to be verified by the project engineer at the pre-construction meeting. Revisions to the alignment that minimize tree disturbance are encouraged and require review and approval

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by the Engineer. Timber mat access is to be maintained in working condition throughout the construction period. Timber mats are to be installed continuously without gaps for the length of the Timber Mat Access delineation.

Remove all parts of the temporary access path once the location is no longer used. Off-site disposal of the mulch should be planned for, but some of the mulch may be dispersed on-site with approval and discretion of the Engineer. Once the temporary mulch access path has been removed, the contractor will need to loosen any compacted soil and prepare the soil for landscaping. No mulch shall be left in any delineated or constructed wetland area.

MEASUREMENT AND PAYMENT

Timber mat access path will not be measured but will be incidental to the Contract lump sum price (LS) under Stream Access Paths.

END OF SECTION

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**CATEGORY 300
DRAINAGE**

SECTION 308 – EROSION AND SEDIMENT CONTROL

308.01 DESCRIPTION

ADD: The following at the end of the first paragraph.

Erosion and sediment control will consist of the installation, maintenance, and removal of all sediment control devices shown on the Construction Documents, as required by the County or sediment control inspector. Detailed construction requirements and specifications for specific erosion and sediment control devices are shown on the Construction Plans. These requirements are in addition to the requirements of Section 308 of the Baltimore County Standard Specifications and these specifications.

All erosion and sediment controls are to be inspected daily to ensure that the controls meet the project specifications.

It is the responsibility of the Contractor to monitor any mud and surface debris accumulation beyond the limit of disturbance, and to perform daily cleanup of mud and surface debris accumulation.

All perimeter controls and erosion and sediment control structures and devices must be maintained throughout the duration of the project, conforming to the detailed sequence of construction, or as directed by the Engineer and/or sediment control inspector. Sediment control devices are to remain in place until all disturbed areas are stabilized in accordance with the approved erosion and sediment control plan and after the inspecting authority has approved their removal.

Maintenance of Stream Flow consists of maintaining and diverting stream flow and storm drain flow, and installing flow diversion devices for the purpose of isolating work areas when construction activities take place within the stream channel.

As regulated by the State of Maryland permit conditions, it is imperative that no sediment leaves the active construction site. All sediment and erosion control measures will be strictly enforced by Baltimore County. The Contractor is advised to carefully consider access to the work area based on overhead utilities, storm drain outfalls, and structures/grading proposed to the given area.

REPLACE: Section 308.01.02 with the following:

Section 308.01.02 Standards and Specifications.

Construct and maintain all erosion and sediment control measures and devices in accordance with the latest “Maryland Standards and Specifications for Soil Erosion and Sediment Control” (MDE), “Maryland Stormwater Design Manual, Volumes I and II” (MDE), “2012 Urban Policy

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and Guidelines Manual” as updated (Baltimore County Soil Conservation District), “Maryland’s Guidelines for Waterway Construction” (MDE, Water Resources Administration), and as described in the Contract Drawings/Specifications.

308.03 CONSTRUCTION.

REPLACE: Section 308.03.42 with the following:

308.03.42 Maintenance of Stream Flow.

- (a) Maintain a continuous flow and operation of all waterways, channels and storm drains to the Engineer’s satisfaction while minimizing the discharge of sediment to any watercourse. The plans include details and sequencing for maintaining channel flow during construction. Dewatering of excavation areas directly into the stream is prohibited. Any discharge of sediment resulting from the Contractor’s construction shall be remedied to the satisfaction of the Engineer at the Contractor’s expense.
- (b) Utilize sandbags, pumps, sump pits, hoses, energy dissipaters, diversion pipes, filter bags, dewatering methods, and other approved means to divert flow around the work area, dewater work areas, and control discharges of sediment to receiving waters.
- (c) The height of the dewatering dams are one half of the distance from streambed to the top of the streambank, plus one foot. Overlap sheeting such that the overlying portion covers the underlying portion with at least an 18-inch overlap.
- (d) If the proposed system per the Contract Documents does not perform satisfactorily or additional material and equipment are required to dewater the site and excavated areas, adjust the stream diversion or pump around system and obtain necessary approvals at no additional cost to the County.
- (e) Remove controls upon completion of the work, after the drainage devices have served their purposes, and with the inspector’s approval. Removal and disposal are to be done in compliance with erosion and sediment control and waste disposal requirements of the Baltimore County Code.

308.04 MEASUREMENT AND PAYMENT

REPLACE: The first paragraph of Section 308.04 with the following:

Erosion and Sediment control will be measured and paid for at the Contract unit price for one or more of the items listed below. Payments for all items will be full compensation for the installation, maintenance, and removal of all erosion and sediment control measures shown on the Contract Drawings, including all materials, labor, equipment, tools, and incidentals necessary to complete the work.

REPLACE: Section 308.04.17 with the following:

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308.04.17 Silt Fence on Pavement is measured and paid for at the Contract unit price per linear foot. Removal, maintenance, and resetting of silt fence on pavement will not be measured but will be incidental to contract unit price for silt fence on pavement.

REPLACE: Section 308.04.18 with the following:

308.04.18 Super Silt Fence is measured and paid for at the Contract unit price per linear foot. Removal, maintenance, and resetting of super silt fence will not be measured but will be incidental to contract unit price for super silt fence.

REPLACE: Section 308.04.19 with the following:

308.04.19 Stabilized Construction Entrance (SCE) is measured and paid for at the Contract unit price per each and includes all excavation, geotextile, rehabilitation, and incidentals to complete the work.

DELETE: Section 308.04.21 in its entirety.

REPLACE: Section 308.04.23 with the following:

308.04.23 Maintenance of Stream Flow will not be measured but paid for at the Contract unit price lump sum. The payment will be full compensation for polyethylene sheeting, sandbags, sediment filter bags, straw bales, excavation and clean-out of dewatering basins, pumps, geotextile, hoses, energy dissipaters for hose outfalls, and all other materials, labor, equipment, tools and incidentals necessary to complete the work.

ADD:

Temporary Access Bridge is measured and paid for at the contract unit price per each.

END OF SECTION

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**CATEGORY 400
STRUCTURES**

BOULDER BANK PROTECTION (BBP)

DESCRIPTION

This work shall consist of protecting the channel bank with placed geotextile and boulders as specified in the Contract Documents.

MATERIALS

- (a) **Bed Mix.** Bed Mix used in Boulder Bank Protection shall be Type I No Brush or Type II. Refer to Section 900.01 – Bed Mix.
- (b) **Boulders.** Boulder Bank Protection boulders shall be Boulder Type I or Boulder Type II, depending on location. Refer to Section 900.03 – Select Boulders.
- (c) **Geotextile Class SE (Nonwoven).** Refer to Section 921.09.
- (d) **Natural Fiber Matting.** Refer to Section 709. – Soil Stabilization Matting.
- (e) **Suitable Backfill.** Refer to Section 900 - Suitable Backfill.

CONSTRUCTION

Excavation for boulders for Boulder Bank Protection along the streambank shall conform to the lines and grades specified on the Contract Documents. The subgrade shall be smooth and firm, free from protruding objects that would damage the geotextile or soil stabilization matting, and constructed in a manner acceptable to the Engineer. The limits of Boulder Bank Protection shall transition smoothly and evenly between cross-sections, as indicated on the plans. Boulder Bank Protection shall abut other structural treatments (Key-in of Grade Control Element of Riffles). If the Grade Control Element of the upstream or downstream Riffle do not abut the Boulder Bank Protection, excavate an additional 3 ft. curved into the bank for key-in to ensure there is no gap between Boulder Bank Protection and the upstream and/or downstream Grade Control Element.

The ground surface upon which the bank protection is to be placed shall be free of brush, trees, and stumps and shall be acceptable to the Engineer. The placement of boulders for bank protection shall begin a minimum at the footer depth requirement for the specified Boulder Type per the Contract Documents. The boulder shall be placed with suitable equipment to produce a uniformly graded mass of boulders with an even surface. The Boulders' A-axes (long axis) shall be placed parallel to the flow. Place the Natural Fiber Matting, then the Geotextile on top of the boulder placed to achieve the required footer depth and up along the stream bank. The Natural Fiber Matting and Geotextile with the adjacent edges should overlap at least 12 inches. Replace or repair damaged Geotextile as directed.

Boulders shall be stacked upon the B-axes (intermediate) to produce the surface face shown in the Contract Documents. Axis definitions can be found in the Contract Documents. Boulders

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shall have at least 3 points of contact on adjacent boulders to ensure stability. Then construct the remaining bank protection to the height noted in the Contract Documents. Cut the Geotextile material flush with or a tenth below the top boulder. The Natural Fiber Matting shall wrap on top of the top boulder and extend to the limits of grading.

The surface elevation of completed boulder installations shall be flush with adjacent channel bed or bank slope elevations and shall not create an obstacle to flow or result in a decrease of channel cross sectional area. The outer boulder surfaces shall be even and present a generally neat appearance. The plus or minus tolerance of the surface of the finished boulder installation shall be within ± 0.2 feet from the lines and grades shown on the Contract Documents when measured perpendicular to the exterior surface of the boulder work. Top of boulders shall not be higher than surrounding floodplain grades. Boulders placed for key-in shall be buried below the surface at both the stream channel bank and the finished top grade.

Placed material not conforming to the specified limits shall be removed and replaced as directed by the Engineer at no additional cost to the County.

The Boulders shall be placed and distributed so the resulting layer will contain a minimum of voids and there will be no pockets of undersized material. Remaining voids in the Boulder Bank Protection shall be chinked with Bed Mix material using the largest particle size that can be used to fill the void, then with salvaged suitable backfill. The Natural Fiber Matting shall be placed and pinned for toe and slope protection prior to installation of Boulder. Natural Fiber Matting shall overlap with the Geotextile Class SE by 12 inches.

Backfill any excavation voids compacting in an acceptable manner.

MEASUREMENT AND PAYMENT

The payment shall be full compensation for all excavation, boulder, geotextile, natural fiber matting, bed mix, compaction, placement and repositioning of boulders, disposal of excess material, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Salvaged suitable backfill is not measured but considered incidental to Class 5 Excavation.

Furnished suitable backfill is measured and paid for by the contract unit price per cubic yard.

Boulder Bank Protection shall be measured and paid for at the Contract unit price per linear foot as measured along the outer bank as shown on GR-07 of the contract documents.

END OF SECTION

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**CATEGORY 400
STRUCTURES**

BRUSH / COBBLE RIFFLE (BCR) WITH GRADE CONTROL

DESCRIPTION

Install brush/cobble riffles with grade controls, which are graded boulder and wood structures designed to improve habitat and provide grade control. Each Brush Cobble Riffle has three main components: Bed Mix, Grade Control Element(s) (GCE(s)), and Key-in of each GCE.

MATERIALS

- (a) **Bed Mix.** Refer to Special Provision 900 – Bed Mix (Type 0, I, I No Brush, or II).
- (b) **Boulders.** Refer to Special Provision 900 – Select Boulders
- (c) **Class 0/I Mix.** Class 0 riprap (D50 of 4” and D100 of 8.5”) and Class I riprap (D50 of 9” and D100 of 16”) is a 50/50 mix.
- (d) **Duckbill Anchors.** Duckbill earth anchor model 138 or equivalent with galvanized cables 5/16” diameter by 60” long linked with galvanized, stainless steel, alloy bolt type shackle with working load limit of 10,000 lbs minimum.
- (e) **Geotextile Class SE (Nonwoven).** 921.09.
- (f) **Live Stakes.** Refer to Special Provision 700 – Live Stake
- (g) **Permanent Seed** Refer to Special Provision 700 – Permanent Seed
- (h) **Logs.** Logs must meet the specifications noted on the Contract Documents on DE-04.
- (i) **Suitable Backfill.** Refer Special Provision 900 – Suitable Backfill
- (j) **Natural Fiber Matting.** Refer to Section 709 – Soil Stabilization Matting.
- (k) **Topsoil.** 920.01

CONSTRUCTION

Working downstream to upstream, excavate a section of the existing stream channel and associated banks to obtain the necessary sub-grade. Use suitable backfill placed in lifts and compacted with the excavator bucket as needed. Allow room for placement of the Bed Mix, Upstream and/or Downstream Grade Control Element (GCE), and the key in required for each GCE. Limit the total length of work to that which can be completed and stabilized in a single workday or dry weather period. Excavation for the installation of the Brush/Cobble Riffle with GCE shall conform to the dimensions, grades, and details specified in the Contract Documents.

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Complete the placement of all Bed Mix Material and GCEs to its full depth for the entire length of the Brush/Cobble Riffle with GCE structure as illustrated on the Contract Drawings.

Boulder Type and use of Logs as a GCE is specified on the Contract Documents in the structure tables. Upstream Boulder GCEs shall be placed so that upstream face of the center Boulders are at the point of tangency (PT) with the Boulders spanning across the rest of the channel angled slightly downstream creating a minor 'V' shape. Similarly, place the Downstream Boulder GCE so that the downstream face of the center Boulders are at the point of curvature (PC) and the Boulders spanning the rest of the channel are angled slightly downstream creating an obtuse 'V' shape. Boulders used to key into the channel banks and in situ material is to be placed perpendicular to the channel. Place top boulder or header log a minimum of 0.5 ft upstream of the footer boulder/log.

Log GCEs shall be placed perpendicular to the channel and key into the channel banks and in-situ material. The elevation of the header log shall be set to the elevation of the toe of bank. A notch shall be cut into the log between the toe of bank to ensure the center of the log meets the invert specified on the Contract Documents. Header and Footer logs shall be tied together with duckbill anchors at a minimum horizontal distance equivalent to the channel width at the top of bank.

Wrap both Boulder and Log GCEs beginning under the footer boulder/log up along the upstream face with geotextile. Natural fiber matting with Topsoil shall tie into the Boulder GCE by pinning the matting under a Boulder used as a footer on both the right and left banks. Natural Fiber Matting with Topsoil shall wrap on top of the header logs when a Log GCE is utilized. Downstream of the downstream GCE, Class 0/I mix shall be placed to smoothly transition into the pool downstream of the riffle. Suitable backfill material shall be placed on top of the 0/I mix to the proposed grade specified on the Contract Documents.

Bed Mix Material shall be placed in a manner that shingles the stone in a downstream direction and not dumped to achieve final grade. Larger particles must be placed the full depth of the structure with smaller particles placed around the larger particles to promote interlocking and sealing of the structure. Major limbs used as brush material shall be oriented downstream to reduce snagging. Bed Mix, except Type II, shall extend from toe of bank to toe of bank. The toe of bank to top of bank shall be graded, seeded, matted with natural fiber matting, and planted with live stakes.

Where Bed Mix Type II is specified, the bed mix material shall extend between top of banks and no live stakes shall be utilized.

Where Bed Mix Type 0 is specified in cut situations and with approval by the engineer, the riffle may be graded without placement of bed mix. Where Bed Mix Type 0 is specified in fill situations, the use of salvaged material shall be optimized.

Large voids shall be filled as needed using Bed Mix material first followed by Suitable Backfill material throughout installation until all voids are filled. After Bed Mix material is placed to the specified depth and elevation specified on the Contract Documents and all large voids have been

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filled, place approximately 2 inches of additional Suitable Backfill on top of the Bed Mix material and wash in using a pump and hose to spray water on the Suitable Backfill, forcing the material into the exposed void space. It is expected that the wash in will force material to an approximate depth of 0.5 feet into the structure. No excess Suitable Backfill shall be sitting on top of the Bed Mix Material after wash in operations. Suitable Backfill shall not be placed on the Bed Mix material and allowed to “naturally” wash in.

Surface elevations, widths, and slopes of the brush/cobble riffle structures shall conform to the design stream profiles and cross-sections specified in the Contract Documents within a +/- 0.2 foot tolerance vertically and 0.3 foot tolerance horizontally, unless directed otherwise and approved by the Engineer.

Placed material not conforming to the specified limits shall be removed and replaced as directed by the Engineer at no additional cost to the County.

MEASUREMENT AND PAYMENT

Payment will be full compensation for all excavation, boulders, bed mix, logs, compaction, disposal of excess material, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

Bed Mix Type 0, Type I, Type I No Brush, and Type II shall be measured and paid for per square yard of each respective mix type.

Boulder Type I GCE, Boulder Type II GCE, Imbricated GCE, and Log GCE shall be measured and paid for per each respective type GCE. Boulders Type I, Type II, Imbricated, and Logs used within GCEs (both footer and top boulder/log) shall not be measured but considered incidental to the respective GCE.

Key in of Boulder Type I, Boulder Type II, Imbricated Boulders, and Header Logs shall be incidental to its respective GCE.

Geotextile Class SE (Nonwoven) shall not be measured but considered incidental to the respective type of GCE.

Natural Fiber Matting/Matting Stakes shall be measured and paid for per square yard of Natural Fiber Matting.

Live stakes shall be measured and paid for per each live stake.

Permanent Seed (Lowland Riparian Seed) will be measured and paid for per LB.

Class 0/I Mix shall not be measured but considered incidental to the GCE.

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Furnished Topsoil will be measured and paid for by square yard.

Salvaged Topsoil will be measured and paid for by square yard.

END OF SECTION

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STREAM RESTORATION PROJECT
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**CATEGORY 400
STRUCTURE**

CLAY PLUG (CP)

DESCRIPTION

This work consists of furnishing material and equipment for, and placing a clay plug in areas specified in the Contract Drawings.

MATERIALS

- (a) **Clay Channel Block.** Must be unified soil. Classification SC or -CC and must be compacted to 85% of AASHTO specification T-99 or ASTM D698. Moisture content must be +/- 2% of optimum moisture content.
- (b) **Suitable Backfill.** Refer Special Provisions 900 – Suitable Backfill.
- (c) **Topsoil.** 920.01

CONSTRUCTION

Excavate 12 inches below existing grade in the location of the clay channel block for key-in. Place clay channel block material in 12 inch loose horizontal lifts and compact to 85% as detailed in AASHTO specification T-99 or ASTM D698. Then, place suitable backfill around clay channel block and compact to 95% following AASHTO specification T-99 or ASTM D698. Perform testing using methods acceptable to the Engineer at a frequency of 1 test per 5,000 square feet.

Repeat lifts at 1:1 side slopes until 12 inches below proposed grade. At this elevation, clay block width will be 2 feet. Place suitable backfill and compact on top of clay channel block to achieve final grade.

MEASUREMENT AND PAYMENT

Payment will be full compensation for all excavation, compaction, disposal of excess material, and for all labor, equipment, tools, and incidentals necessary to complete the work. Clay plug is paid for at the unit price per cubic yard.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

Furnished Topsoil will be measured and paid for by square yard.

Salvaged Topsoil will be measured and paid for by square yard.

END OF SECTION

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STREAM RESTORATION PROJECT
SPECIAL PROVISIONS

**CATEGORY 400
STRUCTURES**

CONCRETE MONITORING BENCHMARKS

DESCRIPTION

This work shall consist of installing concrete monitoring benchmarks so that the stream can be monitored upon completion of construction.

MATERIALS

- (a) **PVC pipe.** A three (3)-foot length of six (6)-inch diameter PVC pipe.
- (b) **Cement.** Portland or equivalent cement
- (c) **Carriage Bolt.** A six (6)-inch long by one-half ($\frac{1}{2}$)-inch diameter plated (not black), carriage bolt shall be used.

CONSTRUCTION

Establish twenty (20) concrete monitoring benchmarks creating ten (10) permanent post-construction monitoring stream channel cross-sections at locations determined during the final walkthrough. Stakeout and construct permanent benchmarks at each cross-section on either side of the stream channel, with the benchmarks set perpendicular to the stream channel baseline of construction, a minimum of ten (10) feet beyond the top of the bank, and where feasible, outside of the floodplain so long as the monuments are not placed beyond the limit of disturbance. Install benchmarks by digging a hole to a depth of at least three (3) feet, installing a six (6) inch diameter PVC pipe into the hole as a form, and filling it with concrete. Install the monument so that the pipe protrudes above the ground surface no greater than one (1) inch. As the concreted sets, install a six (6) inch long by half ($\frac{1}{2}$) inch diameter plated (not black) carriage bolt into the center of the concrete monument, with the top of the bolt set flush with the concrete. Survey monuments using vertical and horizontal controls as part of the as-built survey.

MEASUREMENT AND PAYMENT

Benchmarks shall be measured and paid for at the Contract unit price each monument. Payment will be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

END OF SECTION

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**CATEGORY 400
STRUCTURES**

FLOODPLAIN LOG SILL (FPLS)

DESCRIPTION

This work shall consist of installing floodplain log sills, which are buried logs installed in the floodplain perpendicular to the channel and floodplain, as specified in the Contract Documents or as directed by the Engineer.

MATERIALS

Logs. A minimum diameter of 10 in and a minimum length of 15 ft.

Duckbill Anchors. Duckbill earth anchor model 138 or equivalent with galvanized cables 5/16" diameter by 60" long linked with galvanized, stainless steel, alloy bolt type shackle with working load limit of 10,000 lbs minimum.

Suitable Backfill. Refer to Special Provision 900 – Suitable Backfill.

Topsoil. 920.01

CONSTRUCTION

Excavate a trench to obtain the necessary sub-grade for the floodplain log sills. Compact suitable backfill in lifts with excavator bucket to reach the sub-grade elevation when the floodplain log sills are in fill. Overlap the logs a minimum of two (2) ft and secure each log in its place with two duckbill anchors.

Placement of floodplain log sills may be adjusted to minimize disturbance to mature trees as directed by the Engineer.

MEASUREMENT AND PAYMENT

Payment will be full compensation for all excavation, logs, duckbill anchors, compaction, disposal of excess material, and for all labor, equipment, tools, and incidentals necessary to complete the work. Floodplain Log Sills are paid for by the unit price per linear foot, not accounting for overlap between logs.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

Furnished Topsoil will be measured and paid for by square yard.

Salvaged Topsoil will be measured and paid for by square yard.

**END OF SECTION
CATEGORY 400
STRUCTURES**

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OUTFALL STABILIZATION (OS)

DESCRIPTION

Work includes the placement Outfall Stabilization structures to provide a sustainable transition to the stream.

MATERIALS

- (a) **Geotextile Class SE (Nonwoven).** 921.09.
- (b) **Bed Mix.** Refer to Special Provision 900 Bed Mix (Typer 0.I, I, I No Brush, or II).
- (c) **Suitable Backfill.** Refer to Special Provision 900 – Suitable Backfill.

CONSTRUCTION

Excavate to the dimensions required to install the Outfall Stabilization. Subgrade should be smooth, firm, and free from brush, trees, stumps and protruding objects or voids that would affect proper positioning of the Geotextile SE or stone. Once smooth sub-grade surfaces have been achieved, place geotextile SE and Bed Mix to the proposed grade. Fill gaps with suitable sized Bed Mix until all gaps are filled. Suitable backfill may be used to fill voids that Bed Mix is too large to fill.

MEASUREMENT AND PAYMENT

Payment will be full compensation for all excavation, geotextile, compaction, disposal of excess material, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Bed Mix Type I No Brush, and Type II is measured and paid for at the contract unit price per square yard.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

END OF SECTION

**CATEGORY 400
STRUCTURES**

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ROCK LINED POOLS (POOL)

DESCRIPTION

This item includes subgrade preparation and placement of bed mix within specified pools.

MATERIALS

(l) Bed Mix. Refer to Special Provision 900 – Bed Mix (Typer 0.I, I, I No Brush, or II).

(m) Suitable Backfill. Refer to Special Provision 900 – Suitable Backfill.

CONSTRUCTION

Excavate a section of the existing stream channel and associated banks to obtain the necessary sub-grade and width. Use suitable backfill placed in lifts and compacted with the excavator bucket when working in an area of fill. The subgrade should be smooth, firm, and free from brush, trees, stumps and protruding objects or voids that would affect proper positioning of the bed mix. Place Bed Mix once smooth sub-grade surfaces have been achieved. Fill gaps with suitably sized Bed Mix until all gaps are filled. Suitable backfill may be used to fill voids that Bed Mix is too large to fill.

MEASUREMENT AND PAYMENT

Payment will be full compensation for excavation, preparation of surfaces, loading, hauling, placing, supplying and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Bed Mix Type I No Brush and Type II is measured and paid for by the contract unit price per square yard.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

END OF SECTION

**CATEGORY 400
STRUCTURES**

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SPECIAL PROVISIONS

STEP/DROP STRUCTURE (STDR)

DESCRIPTION

Step/Drop Structures are boulder structures designed to provide grade control with short, quick elevation changes.

MATERIALS

- (a) **Bed Mix.** Refer to Special Provision 900 – Bed Mix (Typer 0.I, I, I No Brush, or II).
- (b) **Select Boulders.** Refer to Special Provisions 900 – Select Boulders.
- (c) **Geotextile Class SE (Nonwoven).** Refer to Section 921.09.
- (d) **Suitable Backfill.** Refer to Special Provision 900 – Suitable Backfill.

CONSTRUCTION

Grade the streambed and add additional suitable backfill compacted in lifts to bring the bed to a suitable subgrade level for the Step/Drop Structure installation, including placement of the footer boulder at the downstream most Step/Drop. If bedrock is encountered in the stream channel notify the Engineer immediately. If the placement directly on bedrock is required, pin the lower structure boulder to the bedrock as directed by the Engineer.

Place Geotextile SE over the subsoil in the location of the footer boulder and then place the boulder on top of the footer boulder. Construct cutoff sills with select boulders and tie into banks to prevent flanking. Wrap geotextile SE around the edges of the cut off sill and key into bank.

Minimize voids and gaps, including where the Step/Drops Structures abut stormdrain headwalls and outfalls. Grout the seam between the existing concrete apron and top row of imbricated boulders to seal and maintain surface flow over the face of the step structure. Fill all voids and gaps with suitably sized Bed Mix until all gaps are filled. Suitable backfill may be used to fill voids that Bed Mix is too large to fill. If Bed Mix does not completely fill all voids, grout may be utilized as directed by the County and Engineer.

MEASUREMENT AND PAYMENT

Payment will be full compensation for the installation of Step/Drop Structures, and for excavation, geotextile SE, grout, material, labor, equipment, tools, and incidentals necessary to complete the work.

Step/Drops are measured and paid for at the Contract unit price per each Step/Drop Structure inclusive of Cutoff Sills (and footers where specified).

Bed Mix and/or grout is not be measured but considered incidental to Step/Drop Structure.

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Select Boulders are not measured but considered incidental to Step/Drop Structure.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

END OF SECTION

**CATEGORY 400
STRUCTURES**

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STEP-POOL STRUCTURE (SP)

DESCRIPTION

This work consists of installation of step-pools within the stream channel, defined as a step-pool crest (crest) followed by a step-pool pool (pool), as specified in the Contract Documents or as directed by the Engineer.

MATERIALS

- (a) **Bed Mix.** Bed Mix used in Pools shall be Type I No Brush or Type II. Refer to Special Provision 900 – Bed Mix.
- (b) **Boulders** Refer to Special Provisions 900 – Select Boulders.
- (c) **Imbricated.** Refer to Special Provisions 900 – Select Boulders.
- (d) **Geotextile Class SE (Nonwoven).** Refer to 921.09
- (e) **Suitable Backfill.** Refer Special Provisions 900 – Suitable Backfill.

CONSTRUCTION

Working downstream to upstream, excavate a section of the stream channel and associated banks to obtain the necessary sub-grade. Use suitable backfill placed in lifts and compacted with the excavator bucket as needed. Allow room for placement of footer and crest boulders, full thickness of bed mix, adjacent step-pools, and cutoff sills. Inspect the stream channel at this time to identify streambed materials and any impediments to construction such as boulders, rock outcrops, debris or trash. If bedrock is encountered in the stream channel during the inspection or channel preparation phases, notify the Engineer immediately. If the placement must be directly on bedrock, pin the footer boulder to the bedrock as directed by the Engineer.

Place geotextile at the proposed location of the footer boulder, with enough material to wrap up the footer boulder and crest boulder on the upstream side of the crest. Once the footer boulder has been properly situated on top of the geotextile, check voids per note on DE-01. Place crest boulder on top of footer boulders ensuring they are shingled and interlocking to achieve dimensions and layout. Install cutoff sill as shown in the Contract Documents.

Place Bed Mix material to a depth shown in the Contract Documents. Check voids per note on DE-01 to prevent subterranean flow. The final surface in the pool should conform to the elevations shown in the Contract Drawings.

MEASUREMENT AND PAYMENT

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The payment will be full compensation for excavation, geotextile, boulders, placement and repositioning of boulders and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Imbricated Step-Pool Crest and Boulder Type II Step-Pool Crest shall be measured and paid for per each respective material type crest.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

Bed Mix is measured and paid by the unit price per square yard.

END OF SECTION

**CATEGORY 400
STRUCTURES**

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SPECIAL PROVISIONS

TOE BOULDERS (TB)

DESCRIPTION

Toe Boulders are structures placed to at the toe of outside meander bends to provide stability to erodible stream banks.

MATERIALS

- (n) Bed Mix.** Refer to Special Provision 900 – Bed Mix.
- (o) Geotextile Class SE (Nonwoven).** 921.09
- (c) Live Stakes.** Refer to Special Provision 700 – Live Stakes
- (d) Permanent Seed (Lowland Riparian Seed).** Refer to Special Provisions 700 - Permanent Seeding.
- (e) Natural Fiber Matting.** Refer to Special Provision 709 – Soil Stabilization Matting.
- (f) Suitable Backfill (Backfill Material).** Refer to Special Provision 900 – Suitable Backfill.
- (g) Boulders.** Refer to Special Provision 900 – Select Boulder.
- (h) Topsoil.** 920.01

CONSTRUCTION

Excavate for placement of toe boulders along the streambank in areas where Toe Boulder structures will be installed. Final excavation of subgrade must be smooth and firm, free of brush, trees, and stumps, compacted, and constructed in a manner acceptable to the Engineer.

Place the Geotextile then the natural fiber matting under the lowest layer of Toe Boulders and on the prepared subgrade with the adjacent edges overlapping at least 2 feet. Ensure boulders have at least 3 points of contact to adjacent boulders to ensure stability. Cut the Geotextile SE flush with the top boulder.

Place toe boulder in an interlocking fashion with overlapping boulders so that gaps are avoided and there are no pockets of undersized material. Chink remaining voids in toe boulder with Bed Mix material using the largest particle size that can be used to fill the void. Suitable backfill material may be used when Bed Mix material is too large to fill a gap.

Following placement of the top Toe Boulder, fold the matting over the toe boulders towards the channel bed. Place Backfill Material to form a lift with the slope including the 6 inch layer of

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SPECIAL PROVISIONS

topsoil. Apply necessary Permanent Seeding, then flip the matting to wrap around and on top of the placed Backfill Material.

MEASUREMENT AND PAYMENT

Payment for Toe Boulders will be measured and paid for by Linear Foot (LF). The length is measured along the outer bank as shown on GR-07 of the contract documents. Payment includes all excavation, boulders, compaction, placement and repositioning of boulders, disposal of excess material, natural fiber matting, bed mix, geotextile, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

Live Stakes shall be measured and paid for as specified in Section 700.02 – Live Stakes.

Permanent Seed (Lowland Riparian Seed) will be measured and paid by the unit cost per LB.

Furnished Topsoil will be measured and paid for by square yard.

Salvaged Topsoil will be measured and paid for by square yard.

END OF SECTION

**CATEGORY 400
STRUCTURES**

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WOODY DEBRIS PLUG (WDP)

DESCRIPTION

Woody Debris Plug includes the selection and placement of salvaged woody debris within the filled portions of the existing channel.

MATERIALS

- (a) **Suitable Backfill.** Refer to Special Provisions 900 – Suitable Backfill.
- (b) **Topsoil.** 920.01.
- (c) **Woody Debris Material.** Woody Plug Material includes salvaged trees with rootwads approximately 10 to 20 feet in length with a diameter of 10 to 20 inches. Final log selection will be made after clearing and grubbing prior to any debris removal from site. Material shall be free of vines and invasives.

CONSTRUCTION

During the filling of existing channel in the areas specified in the Contract Documents, Woody Debris will be incorporated into the filled channel. Once rough fill grades are achieved, selected Woody Debris will be placed across the former channel, with the dominant orientation being roughly perpendicular to the former lines of flow. The length of the Woody Debris should extend to the former top of banks, at a minimum. A minimum of two large trunks with rootwads shall be necessary to promote interlocking of the Woody Debris.

After Woody Debris has been selected and roughly placed in planview, according to the Contract Documents or as directed by the Engineer, the individual pieces shall be displaced vertically to depress the trunk and rootwad. The Woody Debris shall be buried a maximum of 4 feet below the surface.

Backfill material shall be placed and compacted around the woody debris to final grades as shown on the Contract Drawings, allowing for 6" of topsoil. Rootwads or branches may be exposed, but trunks shall generally remain at or below the final grade. Branches on tree tops can also be trimmed for ease of placement.

MEASUREMENT AND PAYMENT

The payment will be full compensation for the preparation of surfaces, excavation, loading, hauling, placing, and supplying and for all material, woody debris material, labor, equipment, tools, and incidentals necessary to complete the work.

Woody Debris Plugs shall be measured and paid for at the Contract unit price per each location.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

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Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

Furnished Topsoil will be measured and paid for by square yard.

Salvaged Topsoil will be measured and paid for by square yard.

END OF SECTION

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**CATEGORY 400
STRUCTURES**

WOODY TOE PROTECTION (WT)

DESCRIPTION

Work consists of placing woody material along the toe of the stream bank to protect against erosion.

MATERIALS

- (a) **Woody Bank Material.** Woody Bank Material shall consist of 2-8 inch diameter hardwood cuttings approximately 6 feet to 10 feet (+/- 6 inches) in length, with leaves/twigs, etc. removed to the maximum practical extent and free of structural irregularities such as breakage or extreme angles. All material must come from material salvaged during Clearing and Grubbing activities and shall be free of vines and invasive species.
- (b) **Foundation Logs.** Foundation Logs consist of 12 inch min. diameter hardwood tree trunks cut to 10 to 15 feet in length and salvaged from Clearing and Grubbing activities.
- (c) **Reinforced Natural Fiber Matting.** Refer Special Provision 900 – Reinforced Natural Fiber Matting.
- (d) **Natural Fiber Matting.** Refer to Section 709 – Soil Stabilization Matting.
- (e) **Live Stakes.** Refer to Special Provisions 700 – Live Stakes.
- (f) **Permanent Seed.** Refer to Special Provision 700 - Permanent Seeding.
- (g) **Suitable Backfill.** Refer to Special Provision 900 – Suitable Backfill.
- (h) **Matting Stakes.** Refer to Special Provision 709 – Soil Stabilization Matting
- (i) **Topsoil.** 920.01

CONSTRUCTION

Woody Toe Protection consists of a base of Foundations Logs oriented slightly downstream approximately 30-degrees from tangent to the baseline. The Foundation Logs should cover a broad area so the perpendicularly placed Woody Bank Material layers are fully supported. Place Foundation Logs so the top of the log is approximately equal in elevation to the toe of the bank, based on the cross section at that location, and spaced as needed to support the woody layers and soil lifts After the Foundation Logs are in place, fill any gaps with suitable backfill between the excavated bank and the Foundation Logs. The Foundation Logs and suitable backfill should create a level surface on which to stack the woody bank material.

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After the Foundation Logs are installed and stabilized with suitable backfill, the Woody Bank Material can be installed with a gradual taper at the up- and down-stream extents of the Woody Toe Protection placement to blend into the abutting brush/cobble riffles. The layers begin at the stable Foundation Logs and extend 1 to 1.5 feet above the toe of bank as shown on the Contract Documents. The Woody Bank Material shall protrude from the bank no more than 12 inches. Woody Bank material shall be installed in 6 to 10 inch lifts of neatly stacked 2-8-inch diameter Woody Bank Material and suitable backfill. Suitable backfill material shall then be deposited over the Woody Bank Material such that it settles and fills between the branches. Ensure the minimization of gaps/voids by gently compressing the Woody Bank Material at regular intervals, without breaking the material, The suitable backfill should continue to be deposited over the Woody Bank Material until there is no more settling between the Woody Bank Material and it begins to pile above the branches. Additional layers of Woody Bank Material and suitable backfill should be continued until the height noted in the Contract Drawings is achieved. Orient all butt ends toward the stream and ensure that the size of all material is well-mixed in order to minimize gaps between individual branches/limbs and create the intended effect of a unified structure.

Upon completion of the Woody Bank Material installation, place Reinforced Natural Fiber Matting (RNFM) on top of the Woody Bank Material, such that the outer face of the matting is facing down towards the channel bed. Upstream matting shall be laid down first with downstream matting overlapping to provide correct shingling once completed. The matting shall be placed in a manner that will allow for a minimum of 3 feet of matting to be keyed in under the soil lift and secured to the top of the Woody Bank and suitable backfill material with dead hardwood stakes, placed every 2 feet. Suitable backfill material shall be placed to a height specified on the Contract Documents for the RNFM Soil Lift. Flip the matting and pull tightly to eliminate any slack or wrinkles.

Install Natural Fiber Matting (NFM) lift on top of the Reinforced Natural Fiber Matting in a similar manor to the height specified on the Contract Documents and formed to achieve the slopes and finished grades as shown on the Contract Documents within ± 0.3 feet vertically of the specified top of bank elevation. Apply necessary seeding and topsoil per the Contract Documents, then flip the matting to wrap around and on top of the placed suitable backfill material.

After all Woody Toe Protection have been placed, the Contractor shall plant live stakes. Live Stakes shall be planted in accordance with the Contract Documents.

MEASUREMENT AND PAYMENT

Payment shall be in full compensation for all Foundation Logs, Woody Bank Material, natural fiber matting, reinforced natural fiber matting, matting stakes, other materials, excavation, installation, and resetting of materials, and for all labor, equipment, tools, and incidentals necessary to complete the work as specified in the Contract Documents.

Woody Toe Protection shall be measured and paid for at the Contract unit price per linear foot. The length is measured along the outer bank as shown on GR-07 of the contract documents.

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Live Stakes shall be measured and paid for as specified in Section 700.02 – Live Stakes.

Permanent Seed (Lowland Riparian Seed) will be measured and paid for per LB.

Salvaged Suitable Backfill is not measured but considered incidental to Class 5 Excavation.

Furnished Suitable Backfill is measured and paid for by the contract unit price per cubic yard.

Furnished Topsoil will be measured and paid for by square yard.

Salvaged Topsoil will be measured and paid for by square yard.

END OF SECTION

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**CATEGORY 700
LANDSCAPING**

LIVE STAKES

DESCRIPTION

Furnish and install Live Stakes to provide vegetated stream bank protection.

MATERIALS

- (a) **Live Stakes.** Live Stakes are freshly cut, dormant branches consisting of the species listed within the Master Plant Schedule. The cuttings may be obtained from a landscape nursery that specializes in production of bioengineering plant materials, with prior approval of the source by the Engineer.

CONSTRUCTION

Live Material Handling. Bundle and cover cut Live Stakes with a tarpaulin during transport. Bundles should be transported in an unheated portion of the vehicle to prevent desiccation and stress. Keep bundles moist by wrapping with a wet cloth material or wet paper towel. Make sure cut side of stem is full covered by the wet wrap. Until installed, Live Stakes must be kept refrigerated (below 40°) and moist to prevent pre-mature budding and desiccation. Live stakes shall be properly prepared to the correct size and cutting angle prior to planting.

Live Stake Installation. Install Live Stakes into the ground with a dead blow hammer, if needed, with the budding side facing upwards at perpendicular with the streambank. For hard packed or sealed soil, hammer a ½ inch diameter rebar into the soil and remove to provide a pilot hole for aid in placing the Live Stake. Install so that at least 2/3 the length of the Live Stake is within the soil and in contact with the groundwater. Trim or replace any Live Stake that is damaged during installation.

Landscape Inspection. Inspection of installed Live Stakes will be within two weeks of written notification from the Contractor that the staking operation is complete.

Maintenance. Maintain all Live Stakes in conformance with the original specifications.

Removal and Replacement. Inspection of the Live Stakes will occur in the fall season, prior to leaf-drop. The Contractor is responsible for the removal and replacement of Live Stakes to meet 85% stem survivability success rate, as determined by the Baltimore County representative.

- (a) If needed replacement of Live Stakes will occur as outlined above.

MEASUREMENT AND PAYMENT

Live Stakes will be measured and paid for at the contract unit price per each (EA) Live Stake installed. Payment will be full compensation for furnishing, handling, preparation, transport,

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storage, installation, removal and replacement, and for all materials, labor, equipment, tools and incidents necessary to complete the work.

END OF SECTION

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**CATEGORY 700
LANDSCAPING**

SECTION 709 – SOIL STABILIZATION MATTING

709.01 DESCRIPTION

INSERT: “Soil Stabilization Matting (SSM) shall be considered the same as Natural Fiber Matting (NFM). Insall Natural Fiber Matting (NFM) in conjunction with seeding.

709.02 MATERIALS

DELETE: Soil Stabilization Matting (SSM) 920.05.01

INSERT: **Natural Fiber Matting.** Matting for the bank treatment areas shall consist of a machine produced mat of degradable natural fibers and shall meet the following *minimum* specifications:

Material:	Woven coir fiber yarn or twine
Thickness:	0.30 in.
Elongation (Dry/Wet):	29%/35%
Weight:	19 oz/SY
Open Area:	50%
Size:	6 ft. wide X 150 ft in length (100 SY per roll)
Flow Velocity:	8 ft./sec.
Life Expectancy:	3 years

DELETE: Fasteners 920.05.02

INSERT: Fasteners (Matting Stakes). Stakes for securing the matting along other portions of the matting material above the toe trench and for the key-in trench at the top of the slope shall consist of 1 ½” X 1 ½” hardwood stakes, 18-inches in length, tapered at the bottom end for easy insertion into the soil and flat at the top end for hammering.

709.03 CONSTRUCTION

REPLACE: Section 709.03.01 Soil Preparation and Seeding with the following:

“Refer to the Contract Documents for proper installation method.” Where more than one width of matting is required, the ends of each strip shall overlap at least 12 inches for vertical and 24 inches for horizontal overlaps. Overlapping shall be done with both the upslope and upstream ends of the matting overlapping the downslope and downstream ends. Natural fiber matting shall be installed as depicted on the typical details to the limits of grading shown on the cross sections. In no case shall matting extend less than 24 inches beyond the top of the slope. Lay matting smoothly in firm, uniform contact with the soil surface.

END OF SECTION

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**CATEGORY 700
LANDSCAPING**

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

710.02 MATERIALS.

ADD: Plant materials shall conform to 920.07 with the following clarifications:

All Trees, Shrubs, and Perennials will have at a minimum one branched growth at the time of planting. The plant species shown in the Contract Drawings may be unavailable from standard landscape nurseries. Make arrangements with competent wetland restoration and/or native plant supply sources to ensure a supply of the required materials. Submit to the Engineer a source of supply for all plant materials two (2) weeks prior to planting.

Tree shelters: Install Tree Shelters to circle the tree trunk with 2 to 3 inches of space between trunk and protection. Tree shelters should be similar or equal to BioBark, or plastic mesh fence, stable black polypropylene, or other suitable material functioning in a similar manner with approval from the Engineer. Secure Tree shelters using a 4 foot wooden stake measuring greater than 1" x 1" and use appropriate wire ties to secure the protection. Drive stake into the ground a minimum of 1 foot, maximum of 1.5 feet without damaging the tree including the root ball. Installation must be approved by the Engineer. Installation of tree shelters is applicable for all trees.

710.03 CONSTRUCTION.

710.03.03 Utilities Marketing, Layout, and Inspection.

INSERT: The following after the last sentence.

The Contractor is not required to stake out each individual planting pit. However, upon planting a typical 50-foot by 50-foot area within each planting zone, the Contractor shall have the Engineer inspect and approve plant spacing and planting techniques prior to proceeding. The contractor shall relocate plants that are deemed to interfere with power-lines, access, etc. at his/her own expense. No trees shall be planted within 15 feet of a sanitary sewer line.

710.03.23 Establishment Phase.

ADD: The following at the end of the first sentence:

An 85% stem survival rate will be required at the end of the one-year maintenance period. Inspection for the required survival will take place during the first growing season once the one-year period has been reached.

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710.04 MEASUREMENT AND PAYMENT

710.04.01 Tree, Shrub, and Perennial Installation and Establishment

ADD: After the last sentence:

Tree shelters will not be measured but considered incidental to the installation of trees.

Replacement of any trees, shrubs, and perennials required by a survival rate below 85% at the end of the one-year maintenance period will be provided at no additional cost to the County.

END OF SECTION

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**CATEGORY 900
MATERIALS**

BED MIX (TYPE 0, I, I No Brush, or II)

Bed Mix (Type 0, I, I No Brush, or II)

Suitable material for Type 0, I, I No Brush, or II Bed Mix must meet the specifications and gradations specified in the Contract Documents on DE-01 of the plan set and must be approved by the Engineer. Salvaged material must be approved by the Engineer.

Stones must be angular in shape and of appropriate color (green/brown/gray/dark brown/dark gray) from an approved source. White colored stone is not acceptable. Provide a sample of the furnished Bed Mix Materials to the Engineer for review and approval a minimum of two weeks prior to its intended use. Only approved material shall be placed at the site.

END OF SECTION

UNNAMED TRIBUTARY TO GWYNNS FALLS AT PITTSFIELD ROAD
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**CATEGORY 900
MATERIALS**

REINFORCED NATURAL FIBER MATTING

Reinforced Natural Fiber Matting

Matting for Woody Toe Protection lifts consists of a double-layered biodegradable fabric: a bottom layer of jute fabric and a top layer of high strength coir matting, connected together. Reinforced Natural Fiber Matting must meet or exceed the following *minimum* specifications:

Materials:	Woven coir fiber (top layer) and jute fabric (bottom layer)
Thickness:	0.35 in.
Elongation (Dry/Wet) max:	30%/26% (top layer) and 8%/9% (bottom layer)
Weight:	33.3 oz/SY
Permeability:	1.03 in/sec
Shear Stress:	4.5 psf
Flow Velocity:	12 ft./sec.
Life Expectancy:	3 years

END OF SECTION

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**CATEGORY 900
MATERIALS**

SELECT BOULDERS

All Select Boulder material used will be angular rock, of appropriate color (green/brown/gray/dark brown/dark gray) from an approved source. White colored boulders are not acceptable. All Select Boulder material must be free from lamination, weak cleavages and will not disintegrate from the action of air water or in handling and placing. Granular sedimentary boulders are not acceptable. Concrete will not be considered as an alternative for boulders. Select Bounders must have a minimum unit weight of 150 lbs per cubic foot.

- (a) Boulder Type I.** Type I Boulders are not blocky but should be irregular or rounded in shape and follow the sizing set forth in the Contract Documents on DE-01.
- (b) Boulder Type II.** Type II Boulders are not blocky but should be irregular or rounded in shape and follow the sizing set forth in the Contract Documents on DE-01.
- (c) Imbricated.** Imbricated must be blocky in shape and follow the sizing set forth in the Contract Documents on DE-01.

Suitable salvaged material must be used prior to using furnished material. Provide a sample of the Select Boulders to the Engineer for review and approval two weeks prior to its intended use. Only approved material will be accepted to be placed at the site.

END OF SECTION

UNNAMED TRIBUTARY TO GWYNNS FALLS AT PITTSFIELD ROAD
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**CATEGORY 900
MATERIALS**

SUITABLE BACKFILL

Backfill materials shall be salvaged from Class 5 Excavation when possible. It is assumed that suitable backfill material is available from Class 5 Excavation.

Limestone, sandstone, or other sedimentary rock materials shall not be utilized for suitable backfill.

Suitable backfill materials of uniform composition classified as subsoil shall be removed from the project site cut areas and stored for reuse. Soil having the following properties shall be excluded from use as suitable backfill:

- a) Material with a maximum dry weight less than 90 lb./cu. ft unless approved by the Engineer.
- b) Material with a liquid limit greater than 50
- c) Material containing seed or viable parts of Japanese stilt grass, Japanese knotweed, mile-a-minute, bamboo, reed canary grass, shattercane, Johnsongrass, Canada thistle, bull thistle, plumeless thistle, musk thistle, and common reed when inspected for transportation
- d) Material containing 5% or greater by weight of cement, concrete, asphalt, crushed gravel or construction debris when inspected
- e) Material containing frozen soil, rubbish, or organic matter such as leaves, roots, grass or sewage

If suitable material is not approved by the Engineer, furnished Bank Run Gravel as specified in 901.01 is acceptable. The Contractor shall provide a sample of the furnished suitable backfill material to the Engineer for review and approval two weeks prior to its intended use. Only approved material shall be placed at the site.

END OF SECTION

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**CATEGORY 900
MATERIALS**

SECTION 920 – LANDSCAPING MATERIALS

920.06 SEED AND TURFGRASS SOD STANDARDS

REPLACE: 920.06.07 (c) with the following:

(c) Temporary Seeding. Refer to the Contract Documents on ES-10 for species components and notes.

ADD:

(d) Permeant Seeding for Riparian Zone and Riparian Seed Only Zone. Refer to the Contract Documents on LD-01 for species components. All seed must have a minimum purity of 95%, and a minimum germination of 85%.

(e) Permeant Seeding for Lowland Riparian and Lowland Riparian Seed Only Zones. Refer to the Contract Documents on LD-01 for species components. All seed must have a minimum purity of 95%, and a minimum germination of 85%.

END OF SECTION

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**BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND RESOURCE MANAGEMENT**

AS-BUILT STREAM RESTORATION CHECKLIST

**PROJECT NAME: Unnamed Tributary to Gwynn Falls at Pittsfield Road Stream
Restoration Project**

This list is supplemental to the requirements contained in these Special Provisions.

The as-built conditions shall be clearly shown and differentiable from all other features. The approved construction drawings with all revisions noted shall be used as a base sheet for the as-built drawings. All as-built sheets shall be labeled "AS-BUILT" in the lower right hand corner of each sheet.

The following checklist is a list of items to be included as part of the as-built survey. The items shall be drawn on top of the respective feature of the approved plan.

LEGEND FOR REVIEW CHECKLIST:

ACC. Accepted	N/A Not Applicable	NC Not Checked
X Not Acceptable	REQ. Required, Not Submitted	INC. Incomplete

MINIMUM INFORMATION REQUIRED:	COMMENTS
<i>1. Certifications – See end of Checklist for format:</i> ____ a. Survey Certification ____ b. Design Consultant Certification	
<i>2. Plan View</i> ____ a. Show the extent of the constructed grading ____ b. Identify and show extent of each bioengineering feature ____ c. Identify elevations and dimensions of any structure ____ d. Verify the geometric curve information – note any changes ____ e. Show the location and elevation of monitoring benchmarks	
<i>3. Profile Along Thalweg:</i> ____ a. Elevations at design stations and at locations of any revisions ____ b. In-stream structures / bioengineering controls should be identified with elevations noted	
<i>4. Cross-Sections (at design stations and at locations of any revisions):</i> ____ a. Elevations identified at inverts and grade breaks ____ b. Identify and show the placement of structures, bioengineering controls and any bank stabilization with elevations noted ____ c. Show existing grading and the extent of constructed grading	

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SPECIAL PROVISIONS

STREAM STABILIZATION FEATURES Construction shall match design details – any modifications to design details shall be drawn and noted on plans Minimum Items To Be Verified:	
____ 1. <i>Microtopography</i> ____ a. Extent of rough graded area ____ b. Update structure tables and grading sheets with actual square yardage of microtopography	
____ 2. <i>Created Wetland</i> ____ a. Extent of rough graded area ____ b. Update structure tables and grading sheets with actual square yardage of microtopography	
____ 3. <i>Concrete Monitoring Benchmarks</i> ____ a. All monitoring benchmarks have been installed	
____ 4. <i>Clay Plug</i> ____ a. Placement of the clay ____ b. Update structure tables and grading sheets with actual cubic yardage of clay	
____ 5. <i>Boulder Bank Protection:</i> ____ a. Stone keyed into channel invert ____ b. Finished grade ____ c. Update structure tables and grading sheets with actual extent of structure, and confirmed footer depths	
____ 6. <i>Step-Pool Structures:</i> ____ a. Indicate placement of crest and footer stone; note length, depth, width, and elevation ____ b. Update structure tables and grading sheets with actual extent of structure, and confirmed footer depths	
____ 7. <i>Brush Cobble Riffles:</i> ____ a. Placement of bed mix; note length, width, and thickness ____ b. Indicate placement of grade control elements; note length, depth, width, elevation, and key in lengths ____ c. Update structure tables and grading sheets with actual extent of structure, and confirmed footer depths for GCEs	
____ 8. <i>Outfall Stabilization:</i> ____ a. Indicate placement of channel riprap; note length, width, thickness, and elevation ____ b. Update structure tables and grading sheets with actual extent of structure	
____ 9. <i>Toe Boulders:</i> ____ a. Stone keyed into channel invert ____ b. Finished grade ____ c. Update structure tables and grading sheets with actual extent of structure, and confirmed footer depths	
____ 10. <i>Rock Lined Pools:</i> ____ a. Indicate placement of start and end stability structure ____ b. Update structure tables and grading sheets with actual extent of structure	
____ 11. <i>Woody Toe:</i> ____ a. Indicate extents of structure ____ b. Update structure tables and grading sheets with actual extent of structure, and confirmed foundation log depths	

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<p><i>12. Step/Drop Structure:</i></p> <p>_____ a. Indicate placement of boulders; note length, depth and width</p> <p>_____ b. Update structure tables and grading sheets with actual extent of structure</p>	
<p><i>13. Utility Pipe Protection</i></p> <p>_____ a. Indicate locations of protected utilities</p> <p>_____ b. Indicate on grading sheets with actual extent of structure</p>	
<p><i>14. Floodplain Log Sill:</i></p> <p>_____ a. Indicate placement of log sills; note length, depth and elevation</p> <p>_____ b. Update structure tables and grading sheets with actual extent of structure</p>	
<p><i>15. Woody Debris Plugs</i></p> <p>a. Indicate placement of woody debris plugs; note length, width, depth and elevation</p> <p>b. Update structure tables and grading sheets with actual extent of structure</p>	

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SUBMITTALS

The approved construction drawings with all revisions noted shall be used as a base sheet for the As-Built drawings. The Contractor shall furnish the County with this checklist signed by the certifying surveyor and a reproducible mylar copy of the as-built topographic survey. The County will forward to the Consultant – the Contractor’s certified as-built topographic survey and this checklist. The Consultant is then responsible for submitting: this completed checklist, a certified reproducible mylar set of the As-Built drawings to the County for final review and approval according to the time schedule established in the Special Provisions.

The following section is to be completed by the Consultant and the Certifying Surveyor.

SIGNATURES

I have reviewed this checklist and the referenced special provisions.

Consultant (print name)
Seal & Signature

License Number

Date

Registered Land Surveyor (print name)
Seal & Signature

License Number

Date

END OF SECTION

**U.S. Environmental Protection Agency (EPA)
National Pollutant Discharge Elimination System (NPDES)**

CONTRACTOR'S RESPONSIBILITIES

For all County contracts with a "total disturbance" of one (1) acre or more, as that term is defined by the Maryland Department of the Environment (MDE), the County will make application on behalf of the Contractor to MDE for the NPDES permit.

At the contract pre-construction meeting, or such other time as the County deems advisable, the County will provide the Contractor with (a) the NPDES permit, (b) a NPDES Transfer of Authorization Form, (c) a NPDES Notice of Termination Form, and (d) a copy of the NPDES permit requirements. The Contractor shall read and review these documents completely, including, but not limited to, Part IV of the NPDES permit outlining the requirements for monitoring, record keeping, and reporting.

The Contractor shall sign and return the NPDES Transfer of Authorization Form to the County within two (2) calendar days of receipt. **Failure to do so may result in a breach of the contract, in the County's sole discretion, and enforcement of all rights and remedies available to the County.**

Upon full and final completion of the contract, as determined by the County, the Contractor shall complete and submit the NPDES Notice of Termination Form to MDE and provide a copy to the County. **Failure to do so may result in a breach of the contract, in the County's sole discretion, and enforcement of all rights and remedies available to the County.**

Any costs or expenses to comply with the NPDES permit, and any related MDE or EPA regulations, shall not be a separate pay item under the contract but shall be included by the Contractor in the "Other Items" portion of its bid. **No additional compensation to the Contractor shall be considered or provided by the County with regards to the NPDES permit or the related requirements.**

S E C T I O N I I I

Permits

Baltimore County electronically submitted two 20-CP Notice of Intent's (NOI) through Maryland Department of the Environment (MDE) ePermits prior to project advertisement. All required supporting information was included in this submission.

Both 20-CP NOI permits have been placed on the 14-day Public Notification Period. Permit #'s: **MDRCC09DR/20CP09DR** and **MDRCC09DM/20CP09DM**.

A Stormwater Pollution Prevention Plan (SWPPP), was created using the general project information and the contractor is listed as "To Be determined after bid opening". This construction project includes activities that require a SWPPP to be submitted with the 20-CP NOI permits. The specific duties and responsibilities for each "Operator" are outlined in the SWPPP.

Once a contractor is selected and has received NTP, one of the 20-CP NOI permits and, its supporting documentation, will be transferred from Baltimore County to the contractor as the "responsible party" for the construction site. At this time, the contractor will be responsible to revise the 20-CP NOI with updated information and submit as a revision on the MDE ePermits site located at <https://egov.maryland.gov/mde/npdes/Account/Login>.

Baltimore County will work with the construction sites responsible party to provide appropriate stormwater controls as shown on the approved/permitted project design sheets and they should be installed and maintained according to terms of the permit (see Parts III.A and III.B).

All responsible parties should be familiar with the turbidity monitoring requirements of the 20-CP NOI permit SWPPP and it is expected to sample at the appropriate locations and record the data as outlined in the permit documents..

If there are conditions that trigger a corrective action, the responsible parties are required to identify and correct the issue in a timely manner. The corrective action should be recorded in the quarterly turbidity monitoring reports and added to the Section 5.2 Corrective Action of the SWPPP. Any modifications to the SWPPP should be posted on site.

The responsible parties must submit Quarterly reports by the dates listed in Appendix D 20CP: Turbidity Monitoring Report Form and Instructions.

This is a general outline of responsibilities but the appointed responsible parties are expected to make themselves familiar with the General Permit for Stormwater Discharge Associated with Construction Activity Permit for compliance.



Baltimore County, Maryland
Department of Permits, Approvals, and Inspections
BUILDING PERMIT

Permit Number: CEN24-000084

Permit Type: Commercial Environmental

Sub Type: Grading

Date Issued: 06/27/2024

Expiration Date: 06/26/2026

Property Information

Property Address:

City, State, Zip: , ,

Tax ID: 2000012409

District: 03

Existing Use:

Proposed Use:

Is this property located in a Floodplain: NO

Sprinkler to be Installed?:

Plumbing Work?:

Electrical Work?:

Lot Size and Setbacks

Size:

Set Backs - Front Yard:

Set Backs - Rear Yard:

Set Backs - Right Side Yard:

Set Backs - Left Side Yard:

Owner Information

Owner: Baltimore County Government

Owner Address: 111 W Chesapeake Ave, Towson, MD, 21204

Tenant:

Applicant: Jena Smolko

C. Pete Gutwald, AICP, Director

E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquiries.



Baltimore County, Maryland
Department of Permits, Approvals, and Inspections
BUILDING PERMIT

Permit Number: CEN24-000084

Permit Type: Commercial Environmental

Sub Type: Grading

Date Issued: 06/27/2024

Expiration Date: 06/26/2026

Building Permit Contractor

Name of Contractor:

Phone Number:

Address:

City, State, Zip: , ,

Is Owner Contractor?:

Building Permit Information

Description of Work: Grading of the floodplain and channel for a stream restoration project that is 4,692 LF of the unnamed tributary to the Gwynn's Falls. Overall disturbance is approximately 309,964 SF (7.12ac).

No construction to begin until pre-construction meeting. Failure to comply will result in penalties. Schedule your pre-construction meeting in your portal.

C. Pete Gutwald, AICP, Director

E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquiries.

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
WETLANDS AND WATERWAYS PROTECTION PROGRAM
LETTER OF AUTHORIZATION

AUTHORIZATION NUMBER: 22-NT-0146/202261038

EFFECTIVE DATE: January 26, 2024

EXPIRATION DATE: January 26, 2029

AUTHORIZED PERSON: Baltimore County DEPS
111 W. Chesapeake Ave
Towson, MD 21204
Attention: Mr. Horacio Tablada



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND, COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS OF AUTHORIZATIONS, **Baltimore County DEPS** (AUTHORIZED PERSON), IS HEREBY AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ON **January 26, 2024** ("APPROVED PLAN") AND PREPARED BY KCI AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

This project will restore/stabilize approximately 4,100 linear feet of Trib to Gwynns Falls. The proposed work includes channel realignments, constructing riffle grade controls, step pools, woody and stone toe protection, and placing floodplain log sill. The proposed restoration will temporarily impact approximately 4,100 linear feet (36,703 square feet) of stream, 111,256 square feet of floodplain, 2,000 non tidal emergent wetlands, and 8,090 square feet of nontidal wetlands buffer. The project will also permanently impact 610 square feet of nontidal emergent wetlands and 2,320 square feet of nontidal wetlands buffer. The permanent nontidal wetlands impacts will be offset by 3,150 square feet of wetlands creation. The project is located at Pittsfield Road at Green Valley Lane, Owings Mills, Baltimore County.

MD Grid Coordinates 192259 X 420844



Heather L. Nelson
Program Manager
Wetlands and Waterways Protection Program

Attachments: Conditions of Authorization

cc: MDE Compliance Program/ Baltimore County

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.
2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities in waterways, including streams and the 100-year floodplain, within two (2) years of the Effective Date of this Authorization or the Authorization shall expire. [Annotated Code of Maryland, Environment Article 5-510(a)-(b) and Code of Maryland Regulations 26.17.04.12]. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion. (Annotated Code of Maryland, Environment Article 5-510(c), and Code of Maryland Regulations 26.17.04.12, and Annotated Code of Maryland, Environment Article 5-907 and Code of Maryland Regulations 26.23.02.07).
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington Counties, Authorized Person shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery and Prince George's Counties, Authorized Person shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, Harford and St. Mary's Counties, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester Counties, Authorized Person shall call 410-901-4020. If Authorization is for a project that is part of a mining site, please contact the Land and Materials Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Authorized Person shall obtain approval from the **Baltimore County** Soil Conservation District for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
11. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
12. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.

13. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
14. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
15. **Instream Construction Prohibition:** To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): Trib to Gwynns Falls is a Use I waterway; in-stream work may not be conducted from March 1 through June 15, inclusive, of any year.
16. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
17. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by this Authorization or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
18. **Restoration of Construction Site:** Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.
19. **Stream Monitoring:** Authorized Person shall monitor the stream restoration project for three (3) out of five (5) years; on years one, three, and five following the completion of construction of the project. The monitoring shall identify and evaluate changes in 1) channel cross-section, pattern and profile; 2) bed materials; 3) channel stability; 4) structure stability and condition; and 5) vegetation viability. The monitoring effort may include topographic surveys of monumented cross-sections within the realigned channel segment, visual field observations, photographic documentation, vegetation viability measurements, and identify any necessary corrective measures. The Authorized Person shall submit annual reports on the results of the monitoring efforts for the stream restoration project to the Department by the end of each year. The Authorized Person shall coordinate with the regulatory agencies concerning applicable remedial measures for any identified project failures and shall correct any project failures within one year of their identification. If the project is determined to be stable at the end of year 3, the Authorized Person may request an exemption from the year 5 stream monitoring requirement.

FEDERALLY MANAGED STATE AUTHORIZATIONS

The State of Maryland issued a Water Quality Certification to the U.S. Army Corps of Engineers for projects receiving federal authorization under the Maryland State Programmatic General Permit, Regional General Permit for Chesapeake Bay Total Maximum Daily Load (TMDL) Activities and non-suspended Nationwide Permits. In addition, as applicable, this Authorization constitutes the State's concurrence with the Applicant's certification that the activities authorized herein are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. Activities in the following counties are not subject to the Maryland Coastal Zone Management requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers has reviewed this activity and:

 Granted authorization under the Maryland State Programmatic General Permit (MDSPGP-6), as a Category A activity. The terms and conditions of the MDSPGP-6 as outlined in the documents found on the Maryland Department of the Environment's website, https://mde.maryland.gov/programs/Water/WetlandsandWaterways/Pages/MDSPGP6_conditions.aspx, should be followed when performing the authorized work, or

 X Will issue a Category B authorization or Individual Permit directly to the Authorized Person

**BEST MANAGEMENT PRACTICES FOR WORKING IN
NONTIDAL WETLANDS, WETLAND BUFFERS,
WATERWAYS AND 100-YEAR FLOODPLAINS**

- 1) No excess fill, construction material, or debris shall be stockpiled or stored in nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 2) Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 3) Do not use the excavated material as backfill if it contains waste metal products, unsightly debris, toxic material, or any other deleterious substance. If additional backfill is required, use clean material free of waste metal products, unsightly debris, toxic material, or any other deleterious substance.
- 4) Place heavy equipment on mats or suitably operate the equipment to prevent damage to nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 5) Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands, nontidal wetland buffers, or waterways, or permanent modification of the 100-year floodplain in excess of that lost under the originally authorized structure or fill.
- 6) Rectify any nontidal wetlands, wetland buffers, waterways, or 100-year floodplain temporarily impacted by any construction.
- 7) All stabilization in the nontidal wetland and nontidal wetland buffer shall consist of the following species: Annual Ryegrass (Lolium multiflorum), Millet (Setaria italica), Barley (Hordeum sp.), Oats (Uniola sp.), and/or Rye (Secale cereale). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Nontidal Wetlands and Waterways Division. **Kentucky 31 fescue shall not be utilized in wetland or buffer areas.** The area should be seeded and mulched to reduce erosion after construction activities have been completed.
- 8) After installation has been completed, make post-construction grades and elevations the same as the original grades and elevations in temporarily impacted areas.
- 9) To protect aquatic species, in-stream work is prohibited as determined by the classification of the stream:

Use I waters: In-stream work shall not be conducted during the period March 1 through June 15, inclusive, during any year.

Use III waters: In-stream work shall not be conducted during the period October 1 through April 30, inclusive, during any year.

Use IV waters: In-stream work shall not be conducted during the period March 1 through May 31, inclusive, during any year.

- 10) Stormwater runoff from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
- 11) Culverts shall be constructed and any riprap placed so as not to obstruct the movement of aquatic species, unless the purpose of the activity is to impound water.

MODIFICATIONS TO STATE AUTHORIZATIONS FOR ECOLOGICAL RESTORATION PROJECTS IN NONTIDAL WETLANDS AND WATERWAYS

The Maryland Department of the Environment, Wetlands and Waterways Protection Program (WWPP), has instituted guidance for modifications to State-issued Authorizations for Ecological Restoration Projects. Modifications to permitted Tidal Wetlands projects are not subject to these procedures. The guidance (below) reflects a three-tiered approach to the various activities for which modifications are typically sought:

Level one activities would be those for which no Wetlands and Waterways Protection Program notification and review is necessary. These minor changes may be made with no prior notice to MDE.

Examples include:

1. Additional plantings / substitutions of plantings or soil mixture / re-planting provided that all locally native vegetation is used and appropriate bio diversity is addressed.
2. Modifications of work occurring outside of regulated resources (i.e. access changes, adjustments to LOD).
3. Changes to the Sequence of Construction that do not affect erosion/sediment control implementation or maintenance.
4. Bank stabilization measures that are limited to the placement of fiber matting and fiber bio logs excluding the use of stone riprap.
5. In-kind repair of permitted projects within the term of the Authorization.

Level two activities would be those for which the WWPP would need to be contacted beforehand. The appropriate Division Chief and assigned reviewer should be contacted via Email with details including a work description, site sketch and photos (if appropriate). The Department commits to a 3-business-day turn around for these requests. The applicant should not proceed with the proposed changes until 3-business days have passed. If MDE does not respond to the notification of the proposed modification within 3-business days, the permittee may assume approval and proceed. In the event MDE requests further information, the work may not proceed until MDE is satisfied that a formal modification is not necessary. MDE will make every attempt to expedite the review of the supplemental information submitted to make a determination of next steps (i.e. proceed or submit a formal modification).

Examples include:

1. Installation of non-structural woody debris (logs, wood, root wads).
2. Alteration of grade control structures, within original structure LOD and do not affect flood elevations.
3. Expansion of LOD in regulated areas for temporary construction access only (no additional permanent impacts or tree removal within jurisdictional resources). Timber matting should be used for access through wetlands or buffers to minimize impacts.
4. Relocation of created nontidal wetlands within LOD.
5. Changes in pump around / diversion type and location, excluding new channel diversion construction.
6. Changes to in-stream structures or configurations, including changes to stone sizes/materials.

Level three activities are more substantial changes that would require a formal modification approval to the permitted activity from the WWPP through submission of a permit modification request before proceeding with these changes in the field.

Examples include:

1. Changes in the stream plan, profile or cross-section.
2. Additional grade control structures (different from as permitted plans) including the raising, lowering and relocation; including addition of coarse woody debris which functions like a dam.
3. Expansion of LOD with permanent impacts to regulated areas.
4. Change in location of temporary access crossing/s.
5. Additional floodplain grading / fill
6. Any additional permanent wetlands and wetland buffers impacts.
7. Projects in sensitive areas (e.g. Critical Area).
8. Any change or waiver to in-stream closure period.

This Process for Modifications to Authorizations for Ecological Restoration Projects is applicable only to Nontidal Wetlands and Waterways authorizations issued by the Wetlands and Waterways Protection Program at MDE. Any other local, state or federal authorizations necessary to implement the field modifications contained in this document will be necessary before proceeding with the work. (2/2021)



DEPARTMENT OF THE ARMY
U. S. ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201-2930

May 22, 2023

Operations Division

Mr. David Lykens
Baltimore County DEPS
111 W. Chesapeake Avenue, Room 305
Towson, Maryland 21204

Dear Mr. Lykens:

This is in reference to your application, **NAB-2022-61038-M49 (Baltimore County EPS/UT to Gwynns Falls at Pittsfield Road/Stream Restoration)**, dated **May 31, 2022**, wherein you requested a Department of the Army authorization to restore several unnamed tributaries to Gwynns Falls, in accordance with the approved plans. The restoration will realign stream channels to stable planforms using natural channel design principles. A series of riffles, boulder grade controls, log sills, and constructed pools will be installed within the stream channels to create a stable bedform and protect buried infrastructure. The work will raise stream channel inverts and grade stream banks to improve stream-floodplain interaction. Large woody debris, soil lifts, and stone toe protection structures will be installed on outside meander bends to improve streambank stability and aquatic species habitat. Log sill structure will be embedded in the floodplain to serve as valley wide grade controls. The project will grade depressional areas, create microtopography, and place large woody debris in the floodplain to create new wetland areas, enhance riparian habitat, and increase roughness during overbank flow events. Additionally, the project will stabilize several outfall channels using step pools and stone structures. All disturbed areas of the project will be planted with a mixture of native riparian trees, shrubs, and grasses. The restoration work will permanently impact 3,916 linear feet (35,144 square feet) of stream and 609 square feet of emergent nontidal wetlands. Construction access and dewatering will temporarily impact 189 linear feet (1,559 square feet) of stream and 1,999 square feet of emergent nontidal wetlands. All permanent impacts will be mitigated on site, and the project will result in net functional uplift by reducing stream erosion, increasing bedform diversity, increasing stream-floodplain connection, and improving aquatic species habitat. The restoration work will occur on tributaries to the Gwynns Falls located between Greenshire Lane and the Northwest Expressway (I-795) in Garrison, Baltimore County, Maryland (39.398567, -76.757241).

These waterways have been determined to be within our regulatory jurisdiction and the activity proposed does require Department of the Army authorization.

The United States Army Corps of Engineers, Baltimore District has determined that the proposed stream restoration work, if accomplished in accordance with the enclosed

plan(s) is authorized by Nationwide Permit (NWP)s for purposes of Section 404 of the Clean Water Act as published in the January 13, 2021 Federal Register, Final Notice of Issuance, Reissuance, and Modification of NWPs (86 FR 2744) and/or the December 27, 2021 Federal Register, Final Notice of Issuance, Reissuance, and Modification of NWPs (86 FR 73522), NWP number(s) **27**, provided all state authorizations are granted. If any of the information contained in the application and/or plan(s) is later found to be in error, this authorization may be subject to modification, suspension, or revocation.

Please note that you must comply with the general conditions and activity-specific impact limits and requirements for NWP **27**, including Water Quality Certification (WQC) conditions, if appropriate, at the following link:

<https://www.nab.usace.army.mil/Missions/Regulatory/NWP/>.

In addition, we have determined that the project-specific special conditions below must also be followed in performing the work to ensure that the project impacts to the aquatic environment are minimal:

1. A copy of this DA permit and plans must be available on site at the time of construction. A final set of construction drawings (stamped) must be submitted to this office (nab-regulatory@usace.army.mil) prior to commencement of construction.
2. The permittee must allow representatives of the Corps to enter the project area to inspect the ongoing or completed work.
3. The permittee must monitor the stream restoration project for three (3) years following the completion of the project and prepare monitoring reports. Monitoring requirements are listed below. Monitoring frequency and success criteria is outlined in Table 1.

At a minimum, the monitoring reports must:

- a. Classify stream flow before and after construction (Perennial, intermittent, ephemeral).
- b. Evaluate structural stability by establishing monumented cross sections at riffle crests at minimum 400 linear feet intervals on each restored reach of stream. A cross section should be established within 200 linear feet if the upstream and downstream end of the restoration reach. Locations of each cross section must be shown within the as-built plan set.
- c. Report vegetation species and cover.
- d. Evaluate stream habitat quality using an assessment method such as EPAs Rapid Bioassessment Protocol (RBP) stream habitat form. Results of the stream habitat assessment must be shown for all monitoring years assessed at the time the report is submitted, including preconstruction in each monitoring report.

- e. Photograph site conditions annually along the entire stream restoration project work area at 400-foot intervals and at points demonstrating project success and locations of instability.
- f. Identify any necessary corrective measures and provide notes on a copy of a project plan set.

Table 1. Success Criteria for Stream Restoration and Enhancement

Level and Category	Parameter	Measurement	Success Criteria	Monitoring Years
1-Hydrology	Flow Classification (Perennial, intermittent, ephemeral)	Visual	Meets or exceeds baseline	PC, 1, 3
2-Hydraulics	N/A	N/A	N/A	N/A
3-Geomorphology	Photographs	Every 400 feet	No visual signs of problematic erosion	PC, 1, 3
	Vertical Stability (Stream)	Cross Sections / riffle crest	<0.5 ft thalweg degradation from as-built	AB, 3
	Habitat Assessment	EPA RBP high gradient	Exceeds Baseline	PC, 3
	Vegetative Cover	% cover	>85% cover in LOD	3
4-Water Quality	N/A	N/A	N/A	N/A
5-Biology	Invasive Plant Reduction	% cover invasive species in LOD	Less than Baseline	PC, 3

Table 1 showing performance standards for stream restoration as described in Condition 3. AB=As-built, PC=Pre-construction, 1-3 corresponds to the monitoring year following construction, NA = Not applicable

4. The permittee must submit reports to the USACE Baltimore District Office- Enforcement and Compliance Section. Please include your Corps permit number on your monitoring report and submit to the following link: NAB-Regulatory@usace.army.mil , for three (3) years after project construction, on the results of the monitoring efforts by December 31 of the monitoring year. If necessary, the permittee must coordinate with the regulatory agencies concerning applicable remedial measures. Monitoring reports are required for years 1 and 3.
5. The permittee must prepare an invasive species eradication and maintenance plan to remove non-native invasive plant species within the project site if annual site visits document their presence. The plan must be submitted to the Corps for approval along with the annual monitoring report.

6. The permittee must maintain the as-built integrity of the authorized stream restoration project and must ensure that the restoration is functionally mature and self-sustaining. The permittee must provide the Corps an as-built survey of the project **within 90 days** of construction completion and submit to NABRegulatory@usace.army.mil with your Corps permit number in the subject line. The permittee must notify and provide to the Corps, a detailed description and construction plans for any necessary corrective measures, including maintenance and repair, or alteration in any way, of the permitted stream restoration 15 days prior to performance of such corrective measures for Corps review and approval.
7. The permittee must assume all liability for accomplishing the corrective work should the Corps determine the project has not been fully satisfactory. If the Corps does not find the project satisfactory, the permittee will be required to develop a remediation plan and an extension of monitoring time may be required to cover any necessary remedial work.
8. Best management practices must be employed to minimize impacts to wetlands and waterways. Temporary disturbance to wetlands and waterways must be restored to preconstruction conditions or better, including replanting as necessary or directed by the Corps.
9. In order to minimize fish and wildlife mortality during construction, a good faith effort must be made by the contractor to flush and/or relocate fish and wildlife species from within the limit of disturbance prior to construction.
10. No instream work may be conducted during the Use I closure period between March 1st to June 15th of any year.

The use of this NWP is contingent upon obtaining an individual Coastal Zone Management Act (CZMA) consistency determination or presumption of concurrence.

Please note that as of the date of this authorization, your project is in compliance with Section 7 of the Endangered Species Act. However, new species may be listed, or additional populations found. Therefore, it is your responsibility to ensure that construction of the authorized work does not adversely affect any existing or newly listed federally endangered or threatened species. Information on threatened and endangered species and their critical habitat can be obtained from the offices of the U.S Fish and Wildlife Service and National Marine Fisheries Service or their web pages at: <https://ecos.fws.gov/ipac> and <https://www.greateratlantic.fisheries.noaa.gov/protected/section7/guidance/maps/index.html> respectively.

Please note that you are required to submit a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. An example of the information that is required is posted on the Baltimore District webpage at: https://www.nab.usace.army.mil/Portals/63/NAB-xxxx-xxxxx_XXXX_Universal_CompCert_Final.pdf. The signed certification should be emailed to the Regulatory Branch email at nab-regulatory@usace.army.mil within **60 days** with **NAB-2022-61038-M49 (Baltimore County EPS/UT to Gwynns Falls at Pittsfield Road/Stream Restoration)**, in the subject line following completion of the authorized work and any required mitigation. Your signature on the certification verifies your understanding that the work was completed in accordance with the terms and conditions associated with your Department of the Army permit.

Your DA NWP verification is valid until the NWP is modified, reissued, or revoked. The NWPs issued in the January 13, 2021, Federal Register, Final Notice of Issuance, Reissuance, and Modification of NWPs (86 FR 2744) and/or the December 27, 2021, Federal Register, Final Notice of Issuance, Reissuance, and Modification of NWPs (86 FR 73522) expire on March 14, 2026. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

After you have obtained all required federal, state, and/or local authorizations, you may proceed with the authorized work.

When the structures or work authorized by this NWP are still in existence at the time the property is transferred, the terms and conditions of this NWP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this NWP and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of this NWP verification signed by the transferee must be submitted to the Baltimore District to validate the transfer.

A copy of this letter is being provided to Ms. Randah Kamel, MDE Waterway Construction Division (randah.kamel@maryland.gov), Ms. Jena Smolko, Baltimore County DEPS (jsmolko@baltimorecountymd.gov), Ms. Jennifer Bird, KCI Technologies, Inc. (Jennifer.bird@kci.com), and Ms. Shannon Lucas, KCI Technologies, Inc. (Shannon.lucas@kci.com) for informational purposes.

If you have any questions concerning this matter, please call or email Matt Hynson of this office at (410) 689-9532 or matthew.hynson@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Hynson", with a stylized flourish at the end.

Matthew Hynson
Physical Scientist
Maryland North Section

NAB-2022-61038-M49 (Baltimore County EPS/UT to Gwynns Falls at Pittsfield Road/Stream Restoration)

TRANSFeree SIGNATURE

DATE

TELEPHONE NO.

PRINTED NAME

ADDRESS

To identify how we can better serve you, we need your help. Please take the time to fill out our customer service survey at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>

SECTION I V

Proposal

**This Section to be
Completed by Time of Bid**

SECTION – IV
PROPOSAL

DESCRIPTION OF WORK

Bid Opening via Teleconference WebEx: Thursday, April 24, 2025 @ 10:30 a.m. EST via WebEx Phone Number 1-415-655-0001, Access Code Number 2315 694 1405##.

Begin Work Within Fifteen (15) Days After NOTICE TO PROCEED

Completion Date Project: All instream work must be completed by February 28, 2026. All other work must be completed by May 31, 2026.

Liquidated and Other Damages: FIVE HUNDRED DOLLARS (\$500.00) a day for instream work not completed by February 28, 2026 and FIVE HUNDRED DOLLARS (\$500.00) a day for all other work not completed by May 31, 2026.

Cost Group “E” (\$2,500,001 to \$5,000,000)” (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification)

Work Classification: K5 with a prequalified F3 sub-contractor.

TO BALTIMORE COUNTY, MARYLAND: The proposed stream restoration project consists of clearing and grubbing, class 5 excavation, boulder bank protection, live stakes, soil stabilization, landscaping, heavy tree protection, adjusting and replacing fences, trees, shrubs and concrete sewer encasement. Owings Mills - District 3c2.

The following listed Drawing Number(s) are collectively the “Drawings”, and are hereby incorporated in the Contract.

Workday Number

Drawing Number(s)

10001417, 214000351, 10000198

2023-1187 thru 1232

A pre-bid meeting will be held on Wednesday, April 9, 2025 at 10:00 a.m. EST via WebEx. *Phone-In (Audio Only)* – 1-415-655-0001, Meeting Number 2317 367 1257##. *Video Conference* – go to <https://signin.webex.com/join> Meeting Number 2317 367 1257, **Password: GAnHZMwf688**, or go to for the WebEx link go to <https://www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations>

NOTE: No successful bidder may withdraw their bid within NINETY (90) days after the opening thereof.

The Contractor hereby declares that it has carefully examined the solicitation, plans and specifications, form of contract, Special Provisions and Drawings (collectively the “Contract Documents”). The Contractor also hereby declares that it has carefully examined the September 2023 “Standard Specifications for Construction and Materials” and “Standard Details for Construction”, collectively the “Applicable County Law” and any and all Department of Public Works and Transportation revisions thereto as of the date of advertisement. The Contract Documents, the Applicable County Law and the Department of Public Works and Transportation revisions thereto are collectively the “Specifications” and are incorporated herein. Copies of any and all Department of Public Works and Transportation revisions including but not limited to the General Conditions Building Projects, are available online at www.baltimorecountymd.gov/departments/public-works/standards. Also, the Contractor has, to its satisfaction, examined the locality of the proposed work and agrees to furnish all labor, tools, materials, machinery, equipment, and other means of construction called for in the manner provided in the Specifications for the prices shown on the next page(s) and as evidenced by Contractor’s signature on the last page thereof.

SCHEDULE OF PRICES

NOTE: The Bidder shall fill out this Proposal, write in the unit prices in clear numerals, and make the extensions.

For complete information concerning these items, see Specifications and contract forms.

CONTRACT PROPOSAL

Pittsfield Road Stream Restoration at Green Valley Lane

CONTRACT NUMBER : 24024 GX0

WORKDAY NUMBER : 10001417, 214000351, 10000198

COMPLETION DATE CONTRACT: All instream work must be completed by February 28, 2026.

All other work must be completed by May 31, 2026.

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____

BID ITEM	COMM. CODE		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	0	0000	HEAVY TREE PROTECTION	EA	16		\$
2	0	0000	SIESMIC SURVEY & MONITORING	EA	4		\$
3	0	0000	STREAM RESTORATION SITE AS-BUILT CERTIFICATION	LS	1		\$
4	0	0000	TEMPORARY PRIVACY SCREEN FENCE	LF	120		\$
5	110100	0000	CLEARING & GRUBBING	LS	1		\$
6	130840	0000	CONSTRUCTION STAKEOUT	LS	1		\$
7	130850	0000	MOBILIZATION	LS	1		\$
8	695183	0000	REMOVE & RESET EXISTING FENCE	LF	40		\$
9	388095	0000	TEMPORARY ORANGE CONSTRUCTION FENCE (TEMPORARY SAFETY FENCE)	LF	8,550		\$
10	0	0000	BED MIX TYPE 0	SY	209		\$
11	0	0000	BED MIX TYPE 1	SY	434		\$

12	0	0000	BED MIX TYPE 1, NO BRUSH	SY	601		\$
13	0	0000	BED MIX TYPE II	SY	796		\$
14	0	0000	FURNISHED SUITABLE BACKFILL	CY	390		\$
15	0	0000	MICROTOPOGRAPHY AND CREATED WETLANDS	SY	2,664		\$
16	201035	0000	CLASS 5 EXCAVATION	LS	1		\$
17	0	0000	CONCRETE SEWER ENCASEMENT	LF	149		\$
18	0	0000	STREAM ACCESS PATHS	LS	1		\$
19	0	0000	SILT FENCE ON PAVEMENT	LF	182		\$
20	388108	0000	TEMPORARY ACCESS BRIDGE	EA	7		\$
21	388067	0000	INLET PROTECTION	EA	6		\$
22	388091	0000	STABILIZED CONSTRUCTION ENTRANCE	EA	7		\$
23	388102	0000	SUPER SILT FENCE	LF	947		\$
24	0	0000	BOULDER TYPE 1 GCE	EA	34		\$
25	0	0000	BOULDER TYPE II GCE	EA	51		\$
26	0	0000	IMBRICATED GCE	EA	16		\$
27	0	0000	LOG GCE	EA	10		\$
28	0	0000	CLAY PLUG	CY	112		\$
29	0	0000	CONCRETE MONITORING BENCHMARKS	EA	20		\$
30	0	0000	FLOODPLAIN LOG SILL	LF	726		\$

31	0	0000	STEP / DROP	EA	19		\$
32	0	0000	IMBRICATED STEP-POOL CREST	EA	6		\$
33	0	0000	BOULDER TYPE II STEP-POOL CREST	EA	21		\$
34	0	0000	BOULDER BANK PROTECTION	LF	253		\$
35	0	0000	TOE BOULDER	LF	278		\$
36	0	0000	WOODY DEBRIS PLUG	EA	12		\$
37	0	0000	WOODY TOE PROTECTION	LF	941		\$
38	410005	0000	MAINTENANCE OF STREAM FLOW	LS	1		\$
39	655415	0000	REPAIR AND REPLACE 4" CONCRETE SIDEWALK	SF	465		\$
40	0	0000	LIVE STAKES 3'	EA	2,950		\$
41	0	0000	PERMANENT SEEDING FOR LOWLAND RIPARIAN AND LOWLAND RIPARIAN SEED ONLY ZONE	LB	269		\$
42	0	0000	PERMANENT SEEDING FOR RIPARIAN ZONE AND RIPARIAN SEED ONLY ZONE	LB	68		\$
43	0	0000	SHRUBS 3' HT CONTAINER	EA	1,152		\$
44	0	0000	TREES 5' HT CONTAINER	EA	1,091		\$
45	0	0000	TEMPORARY SEEDING FOR SITE STABILIZATION	SY	30,687		\$
46	705412	0000	TEMPORARY MULCH	SY	30,687		\$
47	0	0000	TURFGRASS ESTABLISHMENT (PERMANENT TURF GRASS SEEDING)	LB	56		\$
48	701365	0000	PLACING SALVAGED TOPSOIL (6" DEPTH)	SY	11,436		\$
49	704365	0000	PLACING FURNISHED TOPSOIL (6" DEPTH)	SY	17,154		\$

50	708240	0000	SOIL STABILIZATION MATTING (NATURAL FIBER MATTING)	SY	8,260		\$
51	713010	C	LARGE TREE FELLING	EA	5		\$
TOTAL COST FOR CONTRACT							\$

TOTAL COST FOR CONTRACT IN WORDS

OFFICER SIGNATURE

TITLE

PROPOSAL AFFIDAVIT

1. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [business]_____ (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.

2. PROPOSAL CERTIFICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES receipt of the following Addenda (list by number and date):

Accompanying this Proposal is a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid, if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment to Baltimore County of the amount thus determined as liquidated damages in case of default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award.

3. AFFIRMATION REGARDING BRIBERY 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, or any of its employees 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 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]:

4. 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, 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]:

5. 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, 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]:

6. 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]:

7. 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.

8. 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 officers, directors, members or partners, 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 in restraint of 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.

9. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Business 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 \$200,000.00, 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.

10. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a _____(State) (Corporation), (LLC), (Partnership), (Sole Proprietor/Individual), (Other:_____), that it **is** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is** in good standing in the State of Maryland, and that it **has** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state)

(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has 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 will have paid all withholding taxes due the State of Maryland prior to final settlement.

11. 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.

12. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded 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 a 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.

13. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

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, 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. The disclosure shall be made to the Office of Budget and Finance, Purchasing Bureau.

14. MINORITY BUSINESS ENTERPRISE AND FEMALE CONTRACTORS

THIS BUSINESS INTENDS to affirmatively seek out and consider minority business enterprises to participate in this contract as subcontractors and/or suppliers of materials and services.

THE UNDERSIGNED UNDERSTANDS AND AGREES: that any and all subcontracting of supplies and services in connection with this contract, whether undertaken before or after award of contract, will be in accordance with the Minority Business Enterprise and Female Contractor requirement included in the Bid Proposal package and incorporated herein as if fully set forth; and

THE UNDERSIGNED ALSO UNDERSTANDS AND AGREES that no subcontracting will be approved until Baltimore County has reviewed and approved the affirmative actions taken by this firm.

15. REQUIREMENTS FOR EXECUTING AFFIDAVIT & PROPOSAL

The Affidavit must be signed in ink in order for the bid to be accepted and that the Proposal must be typewritten or filled out in ink.

THE UNDERSIGNED ALSO UNDERSTANDS that:

Proposals submitted by an INDIVIDUAL must be signed by an individual.

Proposals submitted by a PARTNERSHIP must be signed by the partner who is legally authorized authority to bind the partnership. Attach a copy of the Partnership Agreement and a duly certified resolution evidencing the authority of the partner so signing on behalf of the partnership.

Proposals submitted by a CORPORATION must be signed by a legally authorized officer of the corporation and attested to by the Corporate Secretary. Attach a copy of the Articles of Incorporation, By-Laws and a duly certified Board Resolution evidencing the authority of the officer so signing on behalf of the corporation.

Proposals submitted by a LIMITED LIABILITY COMPANY must be signed by a legally authorized member of the company and attested to. Attach a copy of the Operating Agreement, Articles of Organization and a duly certified resolution evidencing the authority of the member so signing on behalf of the limited liability company.

NOTE: The contractor may file with the County a list of the names of those officers, partners or members, as applicable, having legal authority to execute documents on behalf of and legally bind the contractor, duly certified, as applicable and legally required, together with the aforesaid corporate documents, which shall remain in full force and effect until such time as the County Department of Public Works and Transportation, Construction Contract Administration is advised in writing to the contrary.

16. 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 statutory right or remedy conferred by the Constitution and the laws of Maryland 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.

WITNESS/ATTEST:

_____	By: _____
Date: _____	Name: _____
	Title: _____
	(Authorized Representative and Affiant)

BID BOND

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

Five Percent of Bid Amount _____ **\$** _____ **5% of Bid**

Penal Sum of Bond [shall be determined pursuant to latest revised Specification / G.P. 2.07 (2000 Ed.)]

Pittsfield Rd. Stream Restoration @ Green Valley Ln, Owings Mills, MD. 21117

Contract Name

24024 GX0

Contract Number/Proposal Item Number

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.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal is the apparent low bidder and complies with all specified matters required before award or if the aforesaid Principal is awarded the contract, the said Principal will, within the time required, execute and deliver to the Obligee a formal contract and good and sufficient payment and performance bonds in the form provided by the Obligee, then, this obligation to be void; otherwise the Principal and Surety will, upon demand, pay unto the Obligee the entire Penal Sum of this Bid Bond as liquidated damages.

THE SURETY FURTHER GUARANTEES No Proposal will be considered unless accompanied by a guaranty of the amount specified in the Proposal in the form of either a certified check, bank cashier's check or a Bid Bond on the form provided therein or an exact facsimile thereof. The Bid Bond must be executed by a Surety that is, as of the date of the Bid: (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. The Bid Bond must guaranty payment to the County of liquidated damages as follows: (a) if only one Bid is received, the guaranteed payment shall be five (5%) percent of the Bidder's Bid amount, (b) if two or more Bids are received, the guaranteed payment shall be the difference between the Bidder's Bid amount and the next lowest Bid amount, subject to the limitation that the guaranteed payment not be greater than five (5%) percent of the Bidder's Bid amount. This Bid Bond is required in case the successful Bidder, after issuance of notice of Award, fails to comply, timely and completely, with each of the requirements set forth under Section GP-3.04.

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:

Individual Principal

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Corporate Principal

In Presence of:

(Name of Corporation)

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Surety

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Revised
February 4, 2015

**BALTIMORE COUNTY
PREVAILING WAGE AND LOCAL HIRING**

AFFIDAVIT

(Project Name) _____

Proposal No.: _____

Project No.: _____

On behalf of _____, I do solemnly declare and affirm,
(Contractor)
under penalty of perjury, that to the best of my knowledge, information, and belief:

1. I have submitted all documentation in accordance with Baltimore County Code § 10-2- 506 and § 10-2-507 regarding the prevailing wage and local hiring laws and requirements of the prevailing wage guidelines located at ([Prevailing Wage and Local Hire Laws](#)), and acknowledge that I have read and agree to all provisions of said law, as amended, and have a continuing obligation to be compliant with the law and any changes to the law.

2. I shall not knowingly provide any false information relating to payroll documentation and/or hiring of local employees for capital improvement contracts that are subject to the prevailing wage and/or local hiring laws of Baltimore County. I further attest and certify that all documentation relating to the same will be accurate and complete and will remain accurate and complete on an ongoing basis, and will reflect the payroll and/or local hiring status of contractors, subcontractors, apprentices, and independent contractors performing work for the Contract (contract number _____). I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of myself and all subcontractors and parties performing work pursuant to this Contract.

3. I certify and attest that I am an officer or agent of the Contractor or subcontractor who supervises the payment of employees. I understand and agree that all documentation related to prevailing wages and/or local hiring required by law shall be submitted to Baltimore County's Prevailing Wage Administrator or designee before any surety is released or final payment due under the terms of the Contract is made.

4. I further certify and attest that I will have personal knowledge of the wages paid to all employees of _____ for work performed on the Contract and of all of the hours worked, and that I am an authorized agent of the Contractor and assume responsibility for my actions.

5. I further certify and attest that _____ will comply with prevailing wage rates set by the State of Maryland as the same apply to the Contract and are a part of the bid documents and Contract, and that _____ will comply with applicable local hiring requirements.

6. I attest and certify that, if the Contract is subject to the local hiring requirement under §10-2-507 of the Baltimore County Code, _____ will make best efforts to ensure that residents of Baltimore County constitute at least 51% of the new hires made for the Contract, subject to all exceptions allowable by law.

7. I certify and attest that, if the Contract is subject to prevailing wage requirements, no rebates or deductions will be made, directly or indirectly, from any wages paid in connection with the Contract, other than those provided for by law.

8. I certify and attest that, if awarded the Contract and if the Contract is subject to prevailing wage law, I will submit certified payroll to the County through its electronic compliance system or as instructed by the Prevailing Wage and Local Hire Unit.

9. I certify that if awarded the Contract, I will provide a list of subcontractors who will participate as a beneficiary of this project to the agency and the Prevailing Wage and Local Hire Unit at PrevailingWage@baltimorecountymd.gov.

10. I understand that no funds will be dispersed by the County until an Employment Analysis has been issued to the Prevailing Wage and Local Hire Unit in compliance with the local hire law. The Employment Analysis will include how many jobs will be required to complete the project; how many current employees are available to complete the project, and how many of those jobs will require new hires.

Contractor/Bidder/Offeror

By

Printed Name

Printed Title

Date

Phone

License Number

Business Email

BALTIMORE COUNTY, MARYLAND

Prevailing Wage and Local Hiring Contract Requirements and Policies

The Contractor and all Subcontractors must comply with the Prevailing Wage and Local Hiring Laws, contained in Baltimore County Code § 10-2-506 and § 10-2-507, respectively, as amended. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The County will use the prevailing wage established by the State of Maryland (the "State") Department of Labor for state funded construction contracts in the County at the time of award. These rates include the basic hourly rate and fringe benefits. Apprentices must be paid at least the rate that the State's Apprenticeship and Training Council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Any Contractor that is subject to the prevailing wage or local hiring law will be required to agree to the below provisions:

For the purposes of these requirements, an employee means an apprentice, laborer or mechanic employed by a contractor or subcontractor on a capital improvement project with a value of over \$300,000 or a County-subsidized capital project with a value over \$5,000,000.

Capital Improvement Project does not include blanket order or open-end agreements, capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; with another governmental entity; to the extent the contractor is precluded from compliance by the terms of any federal or state law, contract or grant; entered into pursuant to Baltimore County Code § 10-2-310(e); entered into as a joint or cooperative purchase; or entered into as an emergency purchase.

The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for Capital Improvement contracts and Capital Projects under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland Department of Labor and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State's Department of Labor; the prevailing wage rates in effect on the date a solicitation is issued and will apply throughout the term of a contract resulting from that solicitation. Contractor or subcontractors may NOT split or subdivide a capital improvement contract, pay an employee through a third party, treat an employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage law; or employ an individual classified as a helper or trainee to perform direct and measurable work on a capital improvement contract.

2. Pay employees at a rate equal to or more than the prevailing wage rate currently in effect for the type of work performed.

3. Pay employees overtime for work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.

4. Classify employees in their proper work classification in conformance with the schedule established by the State's Department of Labor.

5. May only make fair and reasonable deductions that are (a) required by law; (b) authorized in a written agreement between an employee and contractor or subcontractor signed at the beginning of employment (any deductions taken from employee paychecks including healthcare, pension, 401K, IRA, etc., child/spouse support, or tax levies); and submitted by the contractor or subcontractor to the Director of the County's Prevailing Wage Program; or required or allowed by a collective bargaining agreement between a bona fide labor organization and a contractor or subcontractor.

Electronically submit a certified copy of payroll records through the County's designated certified payroll and compliance system within 14 days after the end of payroll week ending date, to verify that Prevailing Wage rates have been paid to employees.

6. Backup documentation may be required upon demand from the County to be submitted for all 3rd party benefits being claimed, to include, but not limited to: *one month's healthcare transmittal showing employee name and amount company pays on their behalf, company vacation/sick policy, etc. or if Union, a Union transmittal for one month in which work has been performed.*

7. Retain records for a period of five (5) years after the work is completed and permit the Director of the County Prevailing Wage Program, or his/her designee, to inspect the payroll records at a reasonable time and as often as necessary.

8. Payroll records shall contain a statement signed by the contractor or subcontractor (including tiered subcontractors) certifying that the payroll records are complete and correct; the wage rates are not less than required by the Prevailing Wage Law; and the rate of pay and classification for each employee accurately reflects the work the employee performed.

9. All payroll records shall include the name, address, telephone number and email address of the contractor or subcontractor; the name and location of the job; and each employee's name, current address, unless previously reported; specific work classification; daily basic time and overtime hours; total basic time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages, and any deductions taken from employees' paychecks including, but not limited to, healthcare, pension/401K/IRA. Late submission of copies of any payroll records may be deemed deficient by the County until the required records are provided, and the County may postpone processing payments due under the Contract or under an agreement to finance the Contract.

10. Submit to random or regular audits and investigation of any complaint of a violation of the County's Prevailing Wage and Local Hiring Laws and requirements.
11. Make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Baltimore County residents.
12. Submit monthly reports to the Director of the County's Prevailing Wage Unit relating to local hiring with respect to capital improvement contracts over \$300,00 or County-subsidized capital construction projects receiving assistance over \$5,000,000, that includes (a) the number of new hires needed for the contract or project, (b) the number of County residents hired during the reporting period, (c) the total number of all employees hired during the contract period, (d) best efforts made to fill open positions with County residents, and (e) 5) for new hires: name, last four (4) digits of the social security number, job title, hire date, address and referral source.
13. Agree that any and all disputes will be handled as set forth in the County's Prevailing Wage and Local Hire as a condition of award.
14. In the event the County determines that a provision of the Prevailing Wage and/or Local Hire Law has been violated, the County shall issue a written decision, including appropriate sanctions, and may withhold payment due the Contractor in an amount sufficient to pay each employee of the Contractor or any subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of the Contractor for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County. The Contractor may appeal a written decision of the Director of the County's Prevailing Wage Unit that the Contractor violated a provision of the Prevailing Wage and/or Local Hire Law, to the Office of Administrative Hearings ("OAH"), within ten (10) working days after receiving a copy of the decision. OAH will conduct a hearing upon the receipt of a timely appeal. If no appeal, the decision of the Director of the County's Prevailing Wage Unit or his/her designee becomes final. A Contractor who is found to have violated the provisions of the Prevailing Wage or Local Hiring Laws intentionally, may not be awarded a County contract or work on any County project for a period of one year from the date of the OAH determination.
15. May not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
16. An aggrieved employee is a third-party beneficiary of the Contract and may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.
17. Each Contract subject to the Prevailing Wage and Local Hire Laws may specify the payment of liquidated damages to the County by the Contractor for any noncompliance with the Prevailing Wage and Local Law. Liquidated damages are:
 - a. \$10 for each calendar day that the payroll records are late (payrolls are to be submitted no later than 14 days after the week ending date shown on Certified Payroll Record CPR);
 - \$20 for each day that an employee is misclassified and/or paid less than the prevailing

wage rate; and a civil penalty of \$50 per violation of the requirement to post the prevailing wage rates at the work site.

- b. \$50 per month for each month the Local Hire report is not submitted by the last day of the existing month due.

These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate from, in addition to, and not in lieu of, any remedies available and set forth in the Contract, or at law, for other breaches or defaults under the Contract.

- 18. Where the initial Contract Sum is \$300,000 or below, but it is subsequently increased and exceeds \$300,000 due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed \$300,000 is subject to the Prevailing Wage and Local Hiring Laws.
- 19. The Contractor and all subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.
- 20. A contract may include the actual cost of health and dental insurance, pension or retirement plan, paid time off such as vacation or sick days and life insurance. In calculating the cost per hour, divide the annual cost of benefits by 2,080 hours for each employee. Other benefits such as the use of a company vehicle, cell phones, lodging reimbursement, company owned tools **may not be credited towards the fringe benefit amount.**
- 21. All apprentices must be registered with the Maryland Apprenticeship and Training Council, V.A., or US DOL as well as be currently enrolled in, and attending appropriate classes, to which is considered “actively enrolled”. Only actively enrolled apprentices may be employed on the project at the apprentice prevailing wage rate.

Classification	Modification Reason	Basic Hourly Rate	Borrowed From	Fringe Benefit Payment
BRICKLAYER	CR	\$37.50	510	\$14.78
CARPENTER	CR	\$34.41		\$14.49
CARPENTER - SHORING SCAFFOLD BUILDER	CR	\$34.41		\$14.49
ELECTRICIAN	CR	\$47.00		\$20.17
IRONWORKER - REINFORCING	CR	\$30.70		\$23.91
IRONWORKER - STRUCTURAL	CR	\$36.50		\$21.86
LABORER - AIR TOOL OPERATOR	AD	\$26.12		\$7.40
LABORER - ASPHALT PAVER	AD	\$26.12		\$7.40
LABORER - ASPHALT RAKER	CR	\$18.80		\$3.23
LABORER - BLASTER - DYNAMITE	AD	\$26.12		\$7.40
LABORER - BURNER	AD	\$26.12		\$7.40
LABORER - COMMON	CR	\$18.80		\$3.23
LABORER - CONCRETE PUDDLER	CR	\$18.80		\$3.23
LABORER - CONCRETE SURFACER	AD	\$26.12		\$7.40
LABORER - CONCRETE TENDER	CR	\$18.80		\$3.23
LABORER - CONCRETE VIBRATOR	CR	\$18.80		\$3.23
LABORER - DENSITY GAUGE	CR	\$18.80		\$3.23
LABORER - FIREPROOFER - MIXER	CR	\$18.80		\$3.23
LABORER - FLAGGER	CR	\$18.80		\$3.23
LABORER - GRADE CHECKER	CR	\$18.80		\$3.23
LABORER - HAND ROLLER	CR	\$18.80		\$3.23
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$26.12		\$7.40
LABORER - JACKHAMMER	CR	\$18.80		\$3.23
LABORER - LANDSCAPING	CR	\$18.80		\$3.23
LABORER - LAYOUT	CR	\$18.80		\$3.23
LABORER - LUTEMAN	CR	\$18.80		\$3.23
LABORER - MASON TENDER	AD	\$26.12		\$7.40
LABORER - MORTAR MIXER	CR	\$18.80		\$3.23
LABORER - PIPELAYER	AD	\$26.12		\$7.40
LABORER - PLASTERER - HANDLER	CR	\$18.80		\$3.23
LABORER - SCAFFOLD BUILDER	AD	\$26.12		\$7.40
LABORER - TAMPER	CR	\$18.80		\$3.23
MILLWRIGHT	CR	\$38.61	025	\$17.21
PAINTER - BRIDGE	CR	\$44.18		\$16.08
POWER EQUIPMENT OPERATOR - BACKHOE	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - BOOM TRUCK	CR	\$30.04	510	\$13.55
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR - BULLDOZER	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - CRANE	CR	\$41.00		\$18.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - EXCAVATOR	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - FORKLIFT	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR - GRADALL	CR	\$34.00		\$13.55

CONTRACT NUMBER:
24024 GX0

BALTIMORE COUNTY PREVAILING WAGE RATES
HIGHWAY CONSTRUCTION

Print Date 3/20/2025

POWER EQUIPMENT OPERATOR - GRADER	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - LOADER	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - MECHANIC	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - MILLING MACHINE	CR	\$32.10		\$13.55
POWER EQUIPMENT OPERATOR - PAVER	CR	\$33.15		\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	CR	\$32.10		\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	CR	\$37.50		\$14.85
STONE MASON	CR	\$44.30	510	\$21.22
TILE & TERRAZZO FINISHER	CR	\$28.09	510	\$12.59
TRUCK DRIVER - DUMP	CR	\$23.83		\$9.22
TRUCK DRIVER - LOWBOY	CR	\$29.68		\$10.51
TRUCK DRIVER - TACK/TAR TRUCK	CR	\$29.39		\$10.51
TRUCK DRIVER - WATER	CR	\$29.39	027	\$10.51

BALTIMORE COUNTY, MARYLAND
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES
IN
COUNTY CONTRACTS
MWBE Plan Package



Division of Diversity, Equity and Inclusion
The Jefferson Building
105 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3407

www.baltimorecountymd.gov/go/mwbe



PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2022-005 Use of Minority Business Enterprises and Women's Business Enterprises states:

SECTION 6. BID REQUIREMENTS.

- (A)(1) *All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.*
(2) *The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).*
(B)(1) *All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.*
(2) *This list shall include all subcontractors (both MWBE and non-MWBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.*

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

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
 - a. *All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MWBE 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 with initial bid submission. FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C (**listing all subcontractors**). In addition, complete, sign and submit FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved as specified on FORM A.
 - 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 C listing all subcontractors**, FORM D and FORM E **accompanied with all supporting documentation. This MUST be submitted with the initial bid as specified on FORM A.**
 - c. *All Forms must be completed and signed. FORM C and FORM D **MUST** be completed and properly signed by both the Prime AND the MWBE subcontractor(s).*

NOTE: The MWBE **subcontracting** goal applies to ALL prime/general contractors including certified and non-certified minority and women owned firms. **However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MWBE subcontracting goal set in the solicitation. The MWBE primes that wish to count towards the goal must list themselves on all appropriate forms.**

12/2023

BALTIMORE COUNTY, MARYLAND **MWBE PARTICIPATION SUMMARY**

Executive Order: Minority Business Enterprises and Women Business Enterprises (MWBE) 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 December 6, 2022, the County Executive adopted the EXECUTIVE ORDER No. 2022-005 addressing MWBE participation in County contracts. The December 6, 2022 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

Bidder/Offeror Responsibility: The bidder/offeror shall ensure that MWBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/offerors shall ensure that MWBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/offerors 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.

Mobilization Payments: For subcontractors, project start-up costs can also be significant. A subcontractor that has limited resources and access to credit may find that start-up expenses inhibit its ability to bid County contracts. Under circumstances where mobilization payments are approved for the prime contractor, the subcontractor should be paid an amount equal to their participation percentage no later than five (5) business days before they are required to mobilize to perform the contracted work.

Mobilization costs represent pre-contract costs incurred by a contractor to prepare a job site before the actual commencement of the contract. These costs can include movement of personnel and equipment to the project site and for the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work.

APPROVED MWBE LISTINGS

Published compilations of approved and certified MWBE, contractors, subcontractors, material suppliers, etc. include:

DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):

<https://marylandmdbe.mdbecert.com>

MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:

<https://baltimorecity.diversitycompliance.com>

BIDDER/OFFEROR'S ACTIONS

Seeking Firms:

The bidder/offeror will seek commitments by subcontract or otherwise from MWBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MWBE participation goal for the County contract. However a MWBE Prime that affirms its MWBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

Expenditures for Materials and Supplies:

A bidder/offeror may count toward its MWBE contract requirements all expenditures for materials and supplies obtained from MWBE suppliers and manufacturers, provided that the MWBE firm is furnishing and installing the materials and is certified to perform these services. If the MWBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MWBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in the Percent of Total Contract field of Form B Subcontractor Participation Schedule.

BALTIMORE COUNTY, MARYLAND **MWBE PARTICIPATION SUMMARY**

Information to be supplied: All bidder/offers shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offers's liaison to the County's Minority Business Enterprise Office.
2. The following forms shall be completed and submitted:
 - Certified MWBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MWBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation MBE Advisory Committee);
 - A Subcontractor Participation Schedule (**Form B**) completed by the prime contractor for each MWBE listed on the Form.
 - A MWBE Prime Participation Schedule (Form B-Prime) completed by a MWBE prime contractor if the firm wishes to self-perform up to 50% of the MBE/WBE goal.
 - A MWBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MWBE firm for each MWBE listed on the Form. Form C **must match** what is stated on Form B.
 - If applicable, MWBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MWBE for each MWBE listed on the Form.
3. If applicable, MWBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offers. The prime shall submit a list of all subcontractors.
4. For DPW contracts, if the bidder/offers intends to fulfill the MWBE 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 MWBE participation. If a bidder/offers intends to use a MWBE joint venture as a subcontractor to meet its MWBE requirements, the affidavit must be submitted through the bidder/offers by the proposed subcontractors and signed by all parties.
5. If the bidder/offers's proposed MWBE participation does not meet the MWBE contract requirements, information sufficient to demonstrate that the bidder/offers has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Returning Records: The bidder/offers must keep such records as are necessary to determine compliance with its MWBE utilization requirements:

1. The MWBE 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 MWBE services for the contract.
3. All prime contractors and MWBE sub-contractors are required to report monthly, by the 10th of each month, 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 MWBE 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 MWBE. In the event you are not able to enter your payments in PRISM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or cancelled checks).

Retaining Records: All MWBE 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/offers, contractor, or any subcontractor may not be operating in compliance with the MWBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offers, contractor, or any subcontractor is not in compliance with the MWBE 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.

BALTIMORE COUNTY, MARYLAND **MWBE PARTICIPATION SUMMARY**

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder/offeror is unable to procure from MWBE firms (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/ offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/ offeror must submit the following information at the time bids are due:

1. The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:
2. 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/offeror contacted each MWBE; and
3. 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: The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MWBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County's rejection of the bid.

Liquidated Damages If the County issues a notice of intent to awards contract to the apparent low bidder/offeror who provided a responsive MWBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MWBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror's Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, 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/offeror or the work may be re-advertised.

Contract Breach: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MWBE 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 is appropriate on a case-by-case basis, in the County's sole discretion.

Approval Required for Changes: Any and all changes to the MWBE subcontractors or the type or amount of work to be performed by such 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.

Cooperation in Reviews: The bidder/offeror 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.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MWBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and 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 MWBE 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, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MWBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of
[business]_____
_____ (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 MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the December 6, 2022 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.

____ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) # _____

☐ City of Baltimore # _____

☐ Name Other Jurisdiction: _____ # _____

☐ The ownership of the Noncertified MWBE 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 ownership.

_____ % African American _____ % Hispanic American _____ % Women
_____ % Asian American _____ % Native American _____ % Disadvantaged (DBE)

____ The MWBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce.

MWBE primes percentage must be stated on the MWBE PRIME PARTICIPATION SCHEDULE (FORM B-PRIME) to count towards the goal.

____ The prime anticipates ☐ does not anticipate ☐ utilizing subcontractors for _____ % of the work of the contract requirements, of which it anticipates _____ % will be MBEs and _____ % will be WBEs.

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.

Date: _____

By: _____

(Authorized Representative and Affiant's Name and Title)

BALTIMORE COUNTY, MARYLAND
Certified MWBE 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 goal for solicitation # 24024 GX0 is a minimum of 30 %. This goal must be met by any combination of the MWBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MWBE subcontractors.

- The goal breakdown is as follows:
 - _____ % Minority/Women Prime
 - _____ % for certified MBE-owned businesses and/or
 - _____ % for certified WBE-owned businesses.

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

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

1 ☐ Prime has met the MWBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors

Or

2 ☐ After having made a good-faith effort to achieve the MWBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MWBE participation goals:

- Partial waiver of MWBE subcontract participation:
 - _____ % Minority/Women Prime
 - _____ % for certified MBE-owned businesses and/or
 - _____ % for certified WBE-owned businesses.

Or

3 ☐ After having made a good faith effort to achieve the MWBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MWBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime 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 MWBE 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:
- a. Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - b. Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
 - i. 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
 - ii. Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
 - iii. Responses from MWBE firms contacted to fulfill the goal.

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

- *Subcontractor Participation Schedule* (Form B)
- *MWBE Subcontractor Disclosure and Participation Statement* (Form C)
- *MWBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MWBE Outreach Efforts – Compliance Statement* (Form E) (if applicable)

I acknowledge that the MWBE subcontractors/suppliers listed on the *Subcontractor Participation Schedule* (Form B) will be used to accomplish the percentage of MWBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

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

The solicitation process was conducted in such a manner so as to not place MWBE subcontractors at a competitive disadvantage to non-MWBE 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
SUBCONTRACTOR PARTICIPATION
SCHEDULE (FORM B)

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

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

Prime Name Bid/Proposal Name and Number 1. Subcontractor Name and Tax ID Telephone Number _____ Email Address _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Prime Address, Telephone Number and Email Project Location Base Bid \$ _____ Subcontractor Address Minority Status (If applicable): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> African American <input type="checkbox"/> Asian American Pacific <input type="checkbox"/> Asian American Sub-continent <input type="checkbox"/> Supplier, Wholesaler and/or Regular Dealer - 60% Rule </div> <div> <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American </div> </div>
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount 2. Subcontractor Name and Tax ID Telephone Number _____ Email Address _____ Select One: MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A <input type="checkbox"/> Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule) _____% Subcontractor Address Minority Status (If applicable): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> African American <input type="checkbox"/> Asian American Pacific <input type="checkbox"/> Asian American Sub-continent <input type="checkbox"/> Supplier, Wholesaler and/or Regular Dealer - 60% Rule </div> <div> <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American </div> </div>
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount 3. Subcontractor Name and Tax ID Telephone Number _____ Email Address _____ Select One: MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A <input type="checkbox"/> Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule) _____% Subcontractor Address Minority Status (If applicable): <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> African American <input type="checkbox"/> Asian American Pacific <input type="checkbox"/> Asian American Sub-continent <input type="checkbox"/> Supplier, Wholesaler and/or Regular Dealer - 60% Rule </div> <div> <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American </div> </div>
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount Subcontractor Total Dollar Amount \$ _____	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule) _____% Total Subcontractor Percent of Entire Contract _____%
Form Prepared by: Name/Date: _____ Title: _____ Email: _____	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name _____ Title _____ Date _____

MBE or WBE Prime Participation Total	_____ %	\$ _____	
MBE Subcontracting Participation Total	_____ %	\$ _____	
WBE Subcontracting Participation	_____ %	\$ _____	
Total MWBE Participation	_____ %	\$ _____	
Total SBE Participation	_____ %	\$ _____	

BALTIMORE COUNTY, MARYLAND

**MWBE PRIME PARTICIPATION SCHEDULE
(Form B-Prime)**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOU AS THE MWBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED ON THE SUBCONTRACTOR PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MWBE PARTICIPATION GOALS.

**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.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the County contract in conjunction with Solicitation No. _____, such MWBE Prime Contractor intends to count the distinct, clearly defined portion of the work of the contract that the MBE/WBE Prime Contractor performs with its own forces toward fulfilling **up to fifty-percent (50%) of the MWBE participation goal**, at least \$ _____ which equals to _____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MWBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Email Address: _____

Certified Yes No No

Certifying Jurisdiction _____

Date: _____

MWBE PRIME CONTRACTOR

Minority Status:

☐ African American

☐ Hispanic American

☐ Women

☐ Asian American

☐ Native American

Reviewed and Accepted by Baltimore County Minority Business Enterprise Office

Name _____

Title _____

Date _____

BALTIMORE COUNTY, MARYLAND
MWBE SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)

**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.

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

Contract Name, Bid/Proposal Number: _____

Prime Contractor Name: _____

Name of MWBE Subcontractor: _____

Subcontractor Contact Name, Title

Subcontractor Email Address

☐ MDOT ☐ Baltimore City

_____ Certification Number

☐ MBE ☐ WBE ☐ SBE ☐ N/A

1. NAICS Code(s), Work/Services to be performed by MWBE Subcontractor: _____

**Percent of Total Contract (See instructions on Page 1 of the MWBE
PARTICIPATION SUMMARY for 60% rule)**

2. Subcontract Amount: \$ _____ or _____ % of the County contract cost.

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MWBE Anticipated Commencement Date: _____ Completion Date: _____
Mobilization Cost Amount \$ _____

5. This is a MBE-Owned Business Firm: Yes _____ No _____

6. This is a WBE-Owned Business Firm: Yes _____ No _____

NOTE: If the Prime is notified that it will be awarded the above referenced contract, the undersigned MWBE subcontractor and Prime must enter into a subcontract for the work/service indicated above upon the Prime's execution of a contract for the above referenced project with Baltimore County, and provide a copy of the fully executed MWBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (FORM C-Subcontractor) accompanied with the anticipated Work Breakdown Schedule (providing the subcontractor's mobilization timeframe) to mwbe@baltimorecountymd.gov within 10 calendar days of receipt by the Prime of FORM C- Subcontractor from the County. The undersigned subcontractor is an MDOT or Baltimore City certified MWBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MWBE Subcontractor: _____ Date: _____

Prime's Printed Name and Title: _____ Email: _____

The terms and conditions stated above are consistent with our agreements.

Signature of Prime: _____ Date: _____

BALTIMORE COUNTY, MARYLAND
MWBE –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 _____ (MWBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Subcontractor MWBE Representative

Title

Date

MDOT/Baltimore City Certification #

Email Address #

Telephone #

3. PRIME'S SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MWBE 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

Title

Date

BALTIMORE COUNTY, MARYLAND
MWBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

****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 MWBEs for the subcontract opportunities accompanied with the signed MWBE Subcontractor Unavailability Certificate (Form D).

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

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date



JOHN A. OLSZEWSKI, JR.
County Executive

SEVETRA PEOPLES-BROWN
Executive Director
Chief of Diversity, Equity and Inclusion

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: December 13, 2024

Subject: Compliance Reporting and Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit payment reports by the 10th of each month through an online MWBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at www.baltimorecountymd.gov/go/mwbe. In the event you are not able to enter your payments in PRISM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or canceled checks).

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

- (a) For failure to file timely monthly reports:
 - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
 - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MWBE requirements:
 - a. Assessment of a penalty of up to 10% of the contract value; and/or
 - b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
 - c. Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract. This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

If after contract expiration, it has been determined the MWBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MWBE Office at mwbe@baltimorecountymd.gov or call (410) 887-3407.

Attachment: MWBE Payment Report Form
 MWBE Payment Acknowledgement Form

Cc: File

S E C T I O N V

POST AWARD DOCUMENTS

**This Section to be Completed
by Successful Bidder after Award**

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract"), IS MADE THIS _____ day of _____ 20____, by and between Baltimore County, Maryland, a body corporate and politic ("County"), and _____, ("Contractor").

WITNESSETH, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the County, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, services, and labor in fulfillment of the requirements of Contract Number **24024 GX0** "Project") in strict conformity with the solicitation, plans, specifications, special provisions, any and all addenda, and the proposal, at the prices named therein, and all of which are collectively the Proposal, and said Proposal is attached hereto and made a part thereof.

The Project shall be done in strict compliance with (i) the Proposal, (ii) the Baltimore County Department of Public Works and Transportation September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" (iii) and any and all revisions thereto as of the date of advertisement, including but not limited to the General Conditions Building Projects, as applicable, and all of which (i-iii) are made a part hereof and incorporated herein (collectively, the "Specifications"). Contractor understands and agrees it is Contractor's responsibility and obligation to obtain a copy of the "Specifications" and agrees the Specifications are incorporated herein. Copies are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards.

The Project shall be subject to the inspection and approval of the Director of Public Works and Transportation for Baltimore County, or his authorized representative, and in the event any portion thereof shall be rejected by said Director or his representative as defective or unsuitable, then the said portion shall be removed and replaced and be performed anew to the satisfaction and approval of the said Director or his representative at the cost and expense of the Contractor.

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, as the same may be amended from time to time, 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, of at least \$200,000.00, to 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.

THE CONTRACTOR FURTHER COVENANTS AND AGREES that all the Project shall be furnished, performed and delivered, in every respect, to the satisfaction and approval of the Director of Public Works and Transportation, aforesaid, **this a completion date contract. All instream construction activity, grading, and site stabilization must be completed by February 28, 2026 or liquidated damages will apply. All other work must be completed by May 31, 2026 or liquidated damages will apply** (collectively, the "Contract Period") after written notice has been given by the Director or their authorized representative to begin the work.

IT IS AGREED THAT TIME IS OF THE ESSENCE. In the event the Contractor fails to achieve Final Completion and Final Acceptance of the Contract work within the Contract Period specified herein, plus any extensions thereto agreed to in writing by a legally authorized representative of the County pursuant to the terms of this Contract, then Contractor shall pay the County the sum of **FIVE HUNDRED DOLLARS (\$500.00)** as Liquidated Damages for each **WORKING DAY** after the **expiration of February 28, 2026**, as may be extended by the County, until the Contractor achieves Final Completion and Final Acceptance of the Project for all instream construction activity, grading and site stabilization and the Contractor shall additionally pay the county the sum of **FIVE HUNDRED DOLLARS (\$500.00)** as Liquidated Damages for each **WORKING DAY** after the **expiration of May 31, 2026** for all other work, as may be extended by the County, until the Contractor achieves Final Completion and Final Acceptance of seasonal planting and all Contract Work.

Contractor's Initials

Date

Rev. 09/2024

IT IS FURTHER AGREED that:

- (a) These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and is not a penalty.
- (b) It is very difficult, if not impossible, to accurately measure the damages to the County due to the public's loss of use of the Project during the delay period.
- (c) Notwithstanding GP 8.09 of the Baltimore County Standard Specification for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all of which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.
- (d) The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Project, and the County's actual costs and costs to continue administration of the construction and the Contract, from any monies due or any monies that may become due to the Contractor.

IT IS DISTINCTLY UNDERSTOOD AND AGREED that no claim for extra work, material or overhead not specifically provided for in the Contract will be allowed by the County, nor shall the Contractor do any work or furnish any materials not covered by this Contract and the Specifications, unless the same is ordered in writing by a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of the Contract. Any such work or materials which may be done or furnished by the Contractor without any such written order first being given shall be at said Contractor's sole risk, cost and expense and Contractor hereby covenants and agrees that without such written order, Contractor shall make no claim for compensation for work, materials, or overhead so done or furnished.

NOTWITHSTANDING GP 4.06 OF THE BALTIMORE COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION, IT IS SPECIFICALLY AGREED that the Contractor shall have no entitlement to damages arising out of delay, disruption, interference or hindrance from any cause whatsoever. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud or gross negligence on the part of the County or its agents.

IT IS FURTHER DISTINCTLY AGREED that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any of the monies to be paid hereunder, nor shall any part of the work to be done or material furnished under said Contract be sublet without the prior written consent of a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of this Contract. Further, the acceptance of the final payment by the Contractor shall effectuate a release in full of all claims against County and its officials, employees, representatives, and agents arising out of, or by reason of the Project and this Contract.

The Contractor shall review government issued identification and badge all employees of the Contractor and its subcontractors. The Contractor shall also review all federal forms, including but not limited to I-9's, for compliance as well as copies of all employment eligibility and identity documentation maintained to the extent required by law.

The Bonds, given by the Contractor in a sum equal to the total contract price of the Project in compliance with the terms and provisions of this Contract, are hereby attached and incorporated herein.

IT IS AGREED that in the event that the County is delayed or prevented from timely execution of this Contract, the Contractor releases County and agrees Contractor shall have no action, claim or demand against County therefore.

Contractor's Initials

Date

Rev. 09/2024

THE CONTRACTOR HEREBY FURTHER AGREES to receive the prices set forth in the Proposal incorporated herein as full compensation for the completion of the Project and, in all respects, to complete said Contract to the satisfaction of the County.

THE CONTRACTOR REPRESENTS AND WARRANTS:

- (i) it is duly formed and validly existing under the laws of the State of _____;
- (ii) it is in good standing in the State of Maryland;
- (iii) it has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Contract;
- (iv) the Contractor and the person executing this Contract for the Contractor each warrant that he/she is duly authorized by the Contractor to execute and seal this Contract on the Contractor's behalf;
- (v) the warranties of merchantability and fitness for a particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Contract, including but not limited to the Proposal (and any sample or model presented by Contractor and expressly accepted by the County) shall apply to the portion of this Contract pertaining to or for goods;
- (vi) all representations and warranties made in the Proposal and herein remain true and correct in all respects when made, as of the date of this Contract, and throughout the term of this Contract; and
- (vii) there exists no actual or potential conflict of interest between its performance under this Contract and its engagement or involvement in any other personal or professional activities and in the event such conflict or potential conflict arises during the term of this Contract, the Contractor shall immediately advise the County in writing thereof.

THE CONTRACTOR shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

Those sections in this Contract which by their nature are intended to survive, including but not limited to, Contractor's representations and warranties, confidential information, and indemnification shall survive the termination of this Contract.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal the day and year first above written.

CONTRACTOR NAME: _____

WITNESS FEDERAL TAX ID or SS #: _____

By: _____ (Seal)

Name: _____

Type (Print) Name

Title: _____ Date: _____

WITNESS: **BALTIMORE COUNTY, MARYLAND**

Executive Secretary By: _____ Date: _____
D'Andrea L. Walker, County Administrative Officer

Type (Print) Name

APPROVED FOR FORM AND LEGAL
AND SUFFICIENCY* (Subject to
execution by the duly authorized
Administrative official and Chairperson
of the County Council, as indicated).

APPROVED:

Lauren T. Buckler, Director
Department of Public Works & Transportation Date: _____

Office of the County Attorney

*Approval of Form and Legal Sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset documents. All modifications require re-approval.

Rev. 09/2024

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

DOLLARS

\$ _____

Penal Sum of Bond (express in words and figures)

Pittsfield Rd. Stream Restoration @ Green Valley Ln. Owings Mills, MD. 21117

Contract Name

24024 GX0

Contract Number

Date of Contract

20 _____

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, 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 (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. A Performance Bond is required for each and every Contract in excess of twenty-five thousand (\$25,000). A Performance Bond shall be in the amount equal to at least one hundred (100%) percent of the Contract price. The fully executed Performance Bond shall be delivered by the Bidder to the Department's Division of Construction Contracts Administration no later than the time the Contract is to be executed by the Contractor.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each 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: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

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)

Pittsfield Road Stream Restoration @ Green Valley Lane,
Owings Mills, MD. 21117

Contract Name _____

Date of Contract _____ 20 _____

24024 GX0

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, 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 (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. A Payment Bond is required for each and every Contract in excess of twenty-five thousand (\$25,000). A Payment Bond shall be in the amount equal to at least one hundred (100%) percent of the Contract price. The fully executed Payment Bond shall be delivered by the Bidder to the Department's Division of Construction Contracts Administration no later than the time the Contract is to be executed by the Contractor.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each 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: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

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



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 coverage's listed herein.
- 1.2 Certificate 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 Insured:
The coverage required, excluding Workers' Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials 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. The Contractor/Vendor must maintain the insurance coverages required under the terms and conditions on this Contract while this Contract is in effect including renewal and extension terms.

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;
(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 - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

Minimum Limits of Coverage:
\$100,000 Per Claim and Each Occurrence
\$100,000 in the Aggregate

2.5 Other

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