

PROPOSAL FORM

**BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
TOWSON, MARYLAND**

Division of Construction Contracts Administration



**Contract Number 25185 SX0
SEWER DESIGN PROJECT
Overbrook Road Relief Sewer Extension Task D
Catonsville – District 1c1
Workday Number PROJ-10001321**

**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, January 7, 2026 at 10:00 a.m. EST via WebEx. *Phone-In* (Audio Only) 1-415-655-0001, Meeting Number 2317 673 1690##. *Video Conference* go to <https://signin.webex.com/join> Meeting Number 2317 673 1690, Password 2emGqcMg5J6, 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 157-164**

(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 165-179**

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 \$625.00.

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.

SECTION II

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: _____

For Sanitary Sewer Rehabilitation Projects utilizing the County secure file transfer protocol site:

Existing CCTV and manhole inspections for this project will be located on Baltimore County's secure file transfer protocol (SFTP) site. Anyone who downloads the bid package can be provided a user name and password to access the SFTP site. To obtain login credentials to access the SFTP site, please email the request to cidwebportalaccess@baltimorecountymd.gov. The email request should include the contract name and number in the subject line. The body of the email should state "SFTP site login credentials are being requested" along with the Contractor's name, contact person, phone number and email address. The existing CCTV and manhole inspections may be downloaded for use in preparing bids. The SFTP site contains the CCTV and Manhole Inspections only. The Proposal Book and the Construction Drawings, along with the CCTV and Manhole inspections, constitute a complete bid package.

April 15, 2014
Revised 9/10/14
Revised 10/2/14
Revised 10/15/15
Revised 2/7/17
Revised 2/21/18
Revised 6/12/20

Supplement to the Baltimore County
Department of Public Works and Transportation
STANDARD SPECIFICATIONS
FOR
CONSTRUCTION MATERIALS

**2018-02 TASK D-Overbrook Road Relief Sewer Extension
Baltimore County Job Order No. PROJ-10001321
CONTRACT No. 25185-SX0**

**FINAL BID SUBMITTAL
TECHNICAL SPECIFICATIONS**

Prepared For:

Baltimore County
Department of Public Works and Transportation
Bureau of Engineering and Construction
Sewer Design Section
111W. Chesapeake Avenue
Towson, MD 21204

Prepared By:

AECOM
7 Saint Paul Street, 17th Floor
Baltimore, MD 21202
(305) 409-1539

September 2025

SECTION 00 01 03

PROJECT DIRECTORY

PART 1 - GENERAL

1.01 DESCRIPTION

A. Identification of project team members and their contact information.

1.02 OWNER:

A. Name: Baltimore County Department of Public Works and Transportation

1. Address: 111 West Chesapeake Avenue, Suite 307, Towson, MD 21204

1.03 CONSULTANTS:

A. Civil Engineering Consultant:

1. Company Name: AECOM

2. Primary Contact:

a. Primary Contact: Ariadna Risher, PMP/ Senior Project Manager

b. Telephone: 305-409-1539

c. Email: ariadna.risher@aecom.com

B. Structural Engineering Consultant:

1. Company Name: AECOM

a. Address: 7 Saint Paul Street, 17th Floor, Baltimore, MD 21202

2. Primary Contact:

a. Title: Structural Engineer

b. Name: Bob Joshi, PE

c. Telephone: 410.891.9318

d. Email: bob.joshi@aecom.com

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 01 07

SEALS PAGE

PART 1 - GENERAL

1.01 DESIGN PROFESSIONALS OF RECORD

A. Civil Engineer:

1. Moubin Al-Malla
2. License No. 60388

B. Structural Engineer:

1. Bob Joshi
2. License No. 9741

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 00 01 10

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B	UTILITY TEST HOLE LOCATION REPORT
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END OF SECTION

SECTION 00 01 15

LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section consists of the CONTRACT DRAWINGS and other drawings listed on the cover page of the separately bound drawing set submitted with the TECHNICAL SPECIFICATIONS, as modified by subsequent Addenda and Contract modifications.

B. List of Drawings

SHEET DESIGNATION	SHEET NO.	DRAWING NO.	DESCRIPTION
GENERAL	G-1	2025-3252	COVER SHEET - LOCATION MAP, INDEX OF DRAWINGS, AND SEQUENCE OF CONSTRUCTION
	G-2	2025-3253	GENERAL SEWER NOTES, LEGEND, AND BENCHMARK INFORMATION
	G-3	2025-3254	SITE PLAN - EXISTING CONDITIONS
CIVIL	C-1	2025-3255	PLAN - OVERBROOK RD
	C-2	2025-3256	PROFILE - OVERBROOK RD
	C-3	2025-3257	GEOTECHNICAL SOIL BORING AND UTILITY TEST PIT PLAN
	C-4	2025-3258	GEOTECHNICAL SOIL BORING LOGS
	C-5	2025-3259	CONSTRUCTION DETAILS
GRADING AND EROSION & SEDIMENT CONTROL	ES-1	2025-3260	EROSION AND SEDIMENT CONTROL PLAN
	ES-2	2025-3261	EROSION AND SEDIMENT CONTROL NOTES
	ES-3	2025-3262	EROSION AND SEDIMENT CONTROL DETAILS
TRAFFIC CONTROL	MT-1	2025-3263	MAINTENANCE OF TRAFFIC PLAN

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The work to be completed under this contract shall include all labor, materials, and equipment necessary to complete the construction of the Job Order No. PROJ-10001321, Contract No. 25185-SXO – Overbrook Road Relief Sewer Extension, as indicated on the CONTRACT DRAWINGS, STANDARD SPECIFICATIONS, TECHNICAL SPECIFICATIONS, and as directed by the Engineer. Work includes, but is not limited to: mobilization; clearing and grubbing; demolition/removal of the existing 8-inch sanitary sewer and manholes; construction of the new 15-inch PVC sanitary sewer and manholes; reconnection of existing house connections, bypass pumping/flow control; traffic control; all related trenching, shoring, dewatering, backfill; base and surface pavement replacement; erosion and sediment control; landscaping and restoration; testing; demobilization; and all other work shown on the CONTRACT DRAWINGS and specified in the CONTRACT DOCUMENTS required to complete the Project in its entirety.
- B. The CONTRACT DRAWINGS and written CONTRACT DOCUMENTS are intended to indicate as clearly as is practicable the work to be performed. The Contractor must realize, however, that construction cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications to the details of the CONTRACT DOCUMENTS and the work involved. Work under the Contract shall be carried out to meet these field conditions to the satisfaction of the Engineer and in strict conformance to the Engineer's instructions, the CONTRACT DRAWINGS, the Special Provisions, the STANDARD SPECIFICATIONS, conditions, and covenants of the CONTRACT DOCUMENTS in accordance with their true intent and full meaning.

1.02 RELATED DOCUMENTS

- A. These TECHNICAL SPECIFICATIONS are divided into 3 parts.
 - 1. Part 1 – General: includes administrative and procedural requirements in a number of articles, such as system description.
 - 2. Part 2 – Products: includes materials, equipment, components, and source quality control.
 - 3. Part 3 – Execution: includes construction, installation, application, and field quality control. Schedules, if used, are in Part 3.
- B. These TECHNICAL SPECIFICATIONS include Section SP-01900 Special Conditions:
 - 1. The Special Conditions (Section SP-01900) modify Baltimore County Department of Public Works and Transportation “Standard Specifications for Construction and Materials”, dated September 2023, and all associated Errata, Addenda, and Supplemental Specifications and the Baltimore County Standard Details for Construction, dated September 2023, and all associated Errata and Addenda, and Supplemental Specifications
 - 2. The Special Conditions (Section SP-01900) contain general and specific information concerning the control of work and limits on the methods of construction.

- C. These TECHNICAL SPECIFICATIONS supplement the STANDARD SPECIFICATIONS as defined below in Paragraph 1.04. In the event of conflict, these TECHNICAL SPECIFICATIONS shall prevail.

1.03 LOCATION

- A. Work to be performed begins replacement of approximately 700 linear feet (LF) of existing 8-inch gravity sewer with 15-inch gravity relief sewer starting near 41 Overbrook Road (from existing manhole MH 278) and continuing south along Overbrook Road to existing manhole TCM-158.
- B. Contractor Storage and Staging area is located within the working limits and/or limits of disturbance of the project site. Staging and storage can only be conducted within the working limits shown on the CONTRACT DRAWINGS. Work under this contract will be restricted to the working limits as shown on the CONTRACT DRAWINGS. There shall be no deviation, either by additions, subtractions or alterations by the Contractor or his representatives without written permission of the Engineer. The Contractor shall make arrangements with other property owners for any additional workspace that is required at no additional compensation.

1.04 CONTRACT DOCUMENTS

- A. The CONTRACT DOCUMENTS for this project shall consist of, but not be limited to, the following items, including any addenda, errata, modifications, or supplemental drawings subsequently furnished by the Owner:

ITEM 1 - CONTRACT DRAWINGS

The Plans referred to in the CONTRACT DRAWINGS are OVERBROOK ROAD RELIEF SEWER EXTENSION PROPOSED 15" SANITARY SEWER. These plans contain drawings numbered 2025-3252 through 2025-3263 inclusive, totaling 12 (twelve) sheets. The CONTRACTOR shall be responsible for all related work shown on this plan.

ITEM 2 - CONTRACT BOOK AND TECHNICAL SPECIFICATIONS

This CONTRACT BOOK, containing the TECHNICAL SPECIFICATIONS, is titled JOB ORDER NUMBER PROJ-10001321, CONTRACT NO. 25185-SX0, OVERBROOK ROAD RELIEF SEWER EXTENSION PROPOSED 15" SANITARY SEWER

ITEM 3 - STANDARD SPECIFICATIONS

The following documents, along with the latest revision thereto, are hereby made part of the CONTRACT DOCUMENTS. These documents will be collectively referred to as the STANDARD SPECIFICATIONS.

1. Baltimore County Department of Public Works and Transportation, "Standard Specifications for Construction and Materials", dated September 2023, and all associated Errata, Addenda, and Supplemental Specifications.
2. Baltimore County Department of Public Works and Transportation, "Standard Details for Construction", dated September 2023 and all associated Errata, Addenda, and Supplemental Details.
3. Baltimore County Department of Public Works, "Design Manual", dated August 2010 and all associated Errata, Addenda, and Supplemental Details.

4. Maryland Department of the Environment, Water Management Administration "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control", dated December 2011 and all associated revisions.
5. Maryland Department of the Environment, Water Management Administration "Maryland Waterway Construction Guidelines" dated November 2000 and all associated revisions.
6. Maryland Department of Transportation, State Highway Administration, Book of Standard Specifications for Construction and Materials, dated July 2023, and subsequent revisions thereto.

1.05 CONTRACT TIME

- A. The replacement of the 8-inch with a 15-inch gravity sewer work in this Contract, including removal/installation of the pipeline, manholes, reconnection of the sanitary sewer trenching, and testing, shall be completed within 135 working days of the Notice to Proceed.
- B. Contract time is defined in Section GP-1.05 of the STANDARD SPECIFICATIONS.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Measurement and payment shall be in accordance with the provisions of the STANDARD SPECIFICATIONS, except as modified herein.

1.02 DESCRIPTION

- A. Payment for the work completed under this Contract will be made at the lump sum and unit prices. These prices shall include the furnishing of all labor, tools, equipment and materials, and the performing of all work necessary to complete the project as shown and Specified, in strict accordance with all the requirements of the CONTRACT DOCUMENTS and to the entire satisfaction of the Engineer.
- B. The Contractor, with the approval of the Engineer, may decide not to clear the entire area within the allowable working limits as shown on the CONTRACT DRAWINGS. Payment for work associated with pavement and trench replacement and/or repair, pavement milling and overlay, permanent seeding, stabilized construction entrance, silt fence, topsoil, etc. will only be made for the quantities completed.
- C. When the term “as directed by the Engineer” is used in describing the method of measurement or basis of payment for an item of the Contract, it shall be understood that the order from the Engineer to the Contractor will be either: 1) a written direction, or 2) a verbal directive to be followed by written confirmation of it from both the Contractor to the Engineer and from the Engineer to the Contractor to minimize the possibility of a misunderstanding between the two (2).

1.03 CONTRACTOR TO SUBMIT BREAKDOWN

- A. In order to determine the amount of the monthly estimate, the successful Contractor shall furnish a complete breakdown of contract. The Contractor shall furnish this information within three (3) days after being requested. The breakdown will, in general, follow the outline of the specification items. Upon approval by the Engineer, the breakdown shall be the basis for calculating the amount of monthly estimates specified in Section GP-9.03 of the STANDARD SPECIFICATIONS.

1.04 PAYMENT ITEMS

ITEM 1. MOBILIZATION

- 1. This item of work consists of providing all material, labor, and equipment necessary to complete the mobilization of all the required equipment and supplies in accordance with Section 108 of the STANDARD SPECIFICATIONS and as directed by the Engineer. Also included shall be the construction photographs and videos, project signs, and all incidentals as described in Section SP-01900 of these TECHNICAL SPECIFICATIONS.
- 2. Measurement and payment per the lump sum bid price will be made in accordance with Section 108.04 of the STANDARD SPECIFICATIONS.

ITEM 2. 15-INCH PVC SDR 35 PIPE AND FITTINGS

2. This item of work shall consist of all labor, materials and equipment required to complete the 15-inch PVC SDR35 pipe and fittings as shown on the CONTRACT DRAWINGS, in accordance with Sections SP-01900 and SP-02600 of the TECHNICAL SPECIFICATIONS, Sections 905 and 361 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
3. Measurement and Payment per linear foot under this item will be made in accordance with Section SP-02600 and SP-02740 of the TECHNICAL SECIFICATIONS.

ITEM 3. RECONNECT EXISTING HOUSE CONNECTIONS TO NEW SANITARY SEWER

1. This item of work shall consist of all labor, materials and equipment required to complete the reconnection of Sewer House Connections, as shown on the CONTRACT DRAWINGS, in accordance with Sections SP-01900 and SP-02600 of the TECHNICAL SPECIFICATIONS, Sections 905 and 361 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per each under this item will be made in accordance with Section SP-02600 of the TECHNICAL SPECIFICATIONS.

ITEM 4. STANDARD PRE-CAST SANITARY SEWER MANHOLE - 48 INCH DIAMETER

1. This item of work shall consist of all labor, materials and equipment required to complete the 48-inch Manholes, as shown on the CONTRACT DRAWINGS, in accordance with Section 362 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per vertical foot under this item will be made in accordance with Section 362.04.01 of the STANDARD SPECIFICATIONS.

ITEM 5. SANITARY SEWER MANHOLE FRAME AND COVER (CAST IRON) - 24-INCH DIAMETER

3. This item of work shall consist of all labor, materials, and equipment required to complete the manhole frames and covers (cast iron), as shown on the CONTRACT DRAWINGS, in accordance with Section 362 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
4. Measurement and Payment per unit under this item will be made in accordance with Section 362.04.02 of the STANDARD SPECIFICATIONS.

ITEM 6. REMOVE EXISTING WATER METER AND REPLACE WITH NEW WATER METER

1. This item of work shall consist of all labor, materials, and equipment required to remove existing water meters, connecting piping and fittings and replace with new water meters, connecting piping and fittings, as shown on the CONTRACT DRAWINGS, in accordance with Section 353 of the STANDARD SPECIFICATIONS, Baltimore County Standard Detail Plate W-21 and as directed by the Engineer.
2. Measurement and Payment per unit under this item will be made in accordance with Section 353.04.04 of the STANDARD SPECIFICATIONS.

ITEM 7. REMOVE EXISTING FIRE HYDRANT AND REPLACE WITH NEW FIRE HYDRANT

1. This item of work shall consist of all labor, materials, and equipment required to remove existing fire hydrant, connecting piping and fittings and replace with new fire hydrant, connecting piping and fittings, as shown on the CONTRACT DRAWINGS, in accordance with Section 354.03.04 of the STANDARD SPECIFICATIONS 354, Baltimore County Standard Detail Plate W-3A and as directed by the Engineer.
2. Measurement and Payment per unit under this item will be made in accordance with Section 354.04 of the STANDARD SPECIFICATIONS.

ITEM 8. FLOWABLE BACKFILL FOR UTILITY CUTS

1. This item of work shall consist of all labor, materials, and equipment to provide flowable backfill as directed by the Engineer in accordance with Section 313 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per cubic yard of the actual quantity of flowable fill placed will be made in accordance with Section 313.04 of the STANDARD SPECIFICATIONS and within the limits shown on the CONTRACT DRAWINGS.

ITEM 9. SILT FENCE

1. This item of work shall consist of all labor, materials and equipment required to complete the silt fence for erosion and sediment control, including installation, maintenance and removal, as shown on the CONTRACT DRAWINGS and Section 308 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per linear foot under this item will be made in accordance with Section 308.04.17 of the STANDARD SPECIFICATIONS.

ITEM 10. INLET PROTECTION

1. This item of work shall consist of all labor, materials and equipment required to complete the inlet protection including installation, maintenance and removal for erosion and sediment control, as shown on the CONTRACT DRAWINGS, in accordance with Section 308 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per each under this item will be made accordance with the Section 308.4 of the STANDARD SPECIFICATIONS.

ITEM 11. TREE REPLACEMENT

1. This item of work shall consist of all labor, materials and equipment required to install replacement trees, as shown on the CONTRACT DRAWINGS, in accordance with Section 710 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per each tree installed will be made in accordance with Section 710.04.01 of the STANDARD SPECIFICATIONS.

ITEM 12. PLACING FURNISHED TOPSOIL, 4-INCH DEPTH

1. This item of work consists of providing all material, labor, and equipment necessary to complete the placement of furnished topsoil, as shown on the CONTRACT DRAWINGS, in accordance with Section 701 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per square yard under this item will be made in accordance with Section 701.04 of STANDARD SPECIFICATIONS.

ITEM 13. TEMPORARY SEEDING

1. This item of work shall consist of all labor, materials and equipment required to provide temporary seeding as directed by the Engineer and in accordance with Section 704 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment per pound under this item will be made in accordance with Section 704.04.01 of the STANDARD SPECIFICATIONS.

ITEM 14. TEMPORARY MULCHING

1. This item of work shall consist of all labor, materials and equipment required to provide temporary mulching as directed by the Engineer and in accordance with Section 704 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment per square yard under this item will be made in accordance with Section 704.04.02 of the STANDARD SPECIFICATIONS.

ITEM 15. TURFGRASS ESTABLISHMENT

1. This item of work shall consist of all labor, materials and equipment required to provide turfgrass establishment as directed by the Engineer and in accordance with Section 705 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment per square yard under this item will be made in accordance with Section 705.04.01 of the STANDARD SPECIFICATIONS.

ITEM 16. CONTINGENT TURFGRASS SOD ESTABLISHMENT

1. This item of work shall consist of all labor, materials and equipment required to provide contingent turfgrass sod establishment as directed by the Engineer and in accordance with Section 708 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment per square yard under this item will be made in accordance with Section 708.04.01 of the STANDARD SPECIFICATIONS.

ITEM 17. MAINTENANCE OF TRAFFIC

1. This item of work consists of providing all material, labor and equipment required to maintain traffic during construction to include, but not limited to, the fabrication, installation, maintenance, flagmen, arrow boards, and removal of all temporary maintenance of traffic control devices and steel plating in accordance with the STANDARD SPECIFICATIONS. Maintenance of traffic shall be in accordance with General Provisions and Section 104 of the

STANDARD SPECIFICATIONS, as shown on the CONTRACT DRAWINGS, and as directed by the Engineer.

2. Measurement and payment at the lump sum bid price will be made in accordance with Section 104.02.04 of the STANDARD SPECIFICATIONS.

ITEM 18. GRADED AGGREGATE BASE FOR MAINTENANCE OF TRAFFIC - STAGE 1

1. This item of work shall consist of all labor, materials and equipment required to complete the aggregate base for maintenance of traffic in accordance with Sections 105 and 301 of the STANDARD SPECIFICATIONS, Baltimore County Standard Detail Plate R-38 and as directed by the Engineer.
2. Measurement and Payment per ton under this item will be made in accordance with Section 301.04 of the STANDARD SPECIFICATIONS. Trench payment width shall be per Baltimore County Standard Detail Plate G-6.

ITEM 19. HOT MIX ASPHALT FOR TEMPORARY TRENCH REPAIR - STAGE 1

1. This item of work shall consist of all labor, materials and equipment required to complete the hot mix asphalt for maintenance of traffic in accordance with Sections 106 and 301 of the STANDARD SPECIFICATIONS, Baltimore County Standard Detail Plate R-38 and as directed by the Engineer. This item shall also be used for temporary repair of asphalt parking pads located along the trench alignment between curb and sidewalk.
2. Measurement and Payment per ton will be made in accordance with Section 301.04 of the STANDARD SPECIFICATIONS and as directed by the Engineer. Trench payment width shall be per Baltimore County Standard Detail Plate G-6.

ITEM 20. HOT MIX ASPHALT FOR PERMANENT TRENCH REPAIR - STAGE 2

1. This item of work shall consist of all labor, materials and equipment required to complete the permanent asphalt pavement repair in accordance with Section SP-01900 of these TECHNICAL SPECIFICATIONS, Sections 301, 504 and 505 of the STANDARD SPECIFICATIONS, Baltimore County Standard Detail Plate R-38, and as directed by the Engineer including the removal of the temporary asphalt pavement and aggregate base in accordance with Baltimore County Standard Detail Plate R-38. This item shall also be used for permanent replacement of asphalt parking pads located along the trench alignment between curb and sidewalk. Also included are the services of an independent professional testing consultant for the sampling and laboratory testing of all materials.
2. Measurement and Payment per ton will be made in accordance with Section 301.04 of the STANDARD SPECIFICATIONS and as directed by the Engineer. Trench payment width shall be per Baltimore County Standard Detail Plate G-6.

ITEM 21. REMOVE AND REPLACE EXISTING CURB AND GUTTER

1. This item of work shall consist of all labor, materials and equipment necessary to remove and replace existing concrete curb and gutter, as shown in the CONTRACT DRAWINGS, in accordance with Section 609 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per linear foot will be made in accordance with Section 609.04.01 of the STANDARD SPECIFICATIONS.

ITEM 22. REMOVE AND REPLACE EXISTING CONCRETE SIDEWALK

1. This item of work shall consist of all labor, materials, and equipment necessary to remove and replace existing concrete sidewalks, as shown in the CONTRACT DRAWINGS, in accordance with Section 610 of the STANDARD SPECIFICATIONS, Baltimore County Standard Detail Plate R-19 and as directed by the Engineer.
2. Measurement and Payment per square foot under this item will be made in accordance with Section 610.04.01 of the STANDARD SPECIFICATIONS.

ITEM 23. REMOVE AND REPLACE EXISTING CONCRETE DRIVEWAY APRON

1. This item of work shall consist of all labor, materials, and equipment necessary to remove and replace existing concrete driveway aprons, as shown in the CONTRACT DRAWINGS, in accordance with Baltimore County STANDARD SPECIFICATIONS, Baltimore Standard Detail Plate R-15A and as directed by the Engineer.
2. Measurement and Payment will be made per square yard under this item.

ITEM 24. CONTINGENT MILLING OF EXISTING ASPHALT PAVEMENT

1. This item of work shall consist of all labor, materials and equipment required to complete consist of milling the existing asphalt pavement to a 1-inch average depth at locations directed by the Engineer, in accordance with Section 508 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per square yard under this item will be made in accordance with Section 508.04.01 of the STANDARD SPECIFICATIONS.

ITEM 25. CONTINGENT HOT MIX ASPHALT SUPERPAVE OVERLAY PAVEMENT

1. This item of work shall consist of all labor, materials and equipment required to construct Hot Mix Asphalt (HMA) Superpave overlay pavement at locations directed by the Engineer, in accordance with Section 504 of the STANDARD SPECIFICATIONS, Baltimore County Standard Detail Plate G-25 and as directed by the Engineer.
2. Measurement and Payment per ton will be made in accordance with Section 504.04 of the STANDARD SPECIFICATIONS and as directed by the Engineer.

1.05 FIXED PRICE CONTINGENT ITEMS

- A. These items of work shall be in accordance with Section TC-3.03 of the STANDARD SPECIFICATIONS.
- B. The Contractor in submitting the Proposal agrees to accept as full compensation the unit prices stipulated for the fixed price contingent items that are incorporated into the work as indicated. The fixed price contingent items shall be in accordance with Section 109 of the STANDARD SPECIFICATIONS.

ITEM 26. TEMPORARY TRAFFIC SIGNS

1. This item of work shall consist of all labor, materials and equipment required for the fabrication, installation, maintenance and removal of non-standard temporary traffic signs as directed by the Engineer in accordance with Sections 104.08 and 109 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment per square foot under this item will be made in accordance with Section 104.08.04 of the STANDARD SPECIFICATIONS as directed by the Engineer.

ITEM 27. TEST PIT EXCAVATION / CONVENTIONAL EXCAVATION METHODS

1. This item of work shall consist of all labor, materials and equipment required to complete the excavation of test pits as directed by the Engineer and in accordance with Sections 109 and 205 of the STANDARD SPECIFICATIONS. Work does not include test pits associated with locating any existing utilities shown on the CONTRACT DRAWINGS.
2. Measurement and Payment per cubic yard under this item will be made in accordance with Section 109.04 of the STANDARD SPECIFICATIONS as directed by the Engineer.

ITEM 28. TEST PIT EXCAVATION BY VACUUM

1. This item of work shall consist of all labor, materials and equipment required to complete the excavation of test pits in accordance with Sections 109 and 205 of the STANDARD SPECIFICATIONS as directed by the Engineer. Work does not include test pits associated with locating any existing utilities shown on the CONTRACT DRAWINGS.
2. Measurement and Payment per cubic yard under this item will be made in accordance with Section 109.04 of the STANDARD SPECIFICATIONS as directed by the Engineer.

ITEM 29. CLASS 3 EXCAVATION / SELECT BACKFILL - PROPER DISPOSAL OF UNSUITABLE MATERIAL

1. This item of work shall consist of all labor, materials and equipment required to complete Class 3 Excavation with select backfill as directed by the Engineer in accordance with Sections 109, 301, and 302 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment per cubic yard under this item will be made in accordance with Section 109.04 of the STANDARD SPECIFICATIONS as directed by the Engineer.

ITEM 30. BORROW FOR BACKFILLING TRENCHES WITH PROPER OFF-SITE DISPOSAL OF UNSUITABLE MATERIAL

1. The unit price shall include, but not limited to, furnishing all labor, materials, and equipment necessary to complete the work required and all related work as shown, specified and as directed by the Engineer in accordance with Sections 109 and 203 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment per cubic yard under this item will be made in accordance with Section 109.04 of the STANDARD SPECIFICATIONS as directed by the Engineer.

ITEM 31. MIX NO. 1 CONCRETE

1. This item of work shall consist of all labor, materials and equipment to provide Mix No. 1 concrete as directed by the Engineer in accordance with Sections 305 and 902 of the STANDARD SPECIFICATIONS.
2. Measurement and Payment will be per cubic yard of the actual quantity of Mix No. 1 concrete placed in accordance with Section 305.04.03 of the STANDARD SPECIFICATIONS as directed by the Engineer

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

All quality control shall be in accordance with the requirements of the STANDARD SPECIFICATIONS except as modified herein.

1.02 CODES, RULES, PERMITS, AND FEES

A. General

1. The Contractor shall give all necessary notices, pay all government taxes, fees and other costs in connection with the work, file all necessary plans, prepare all documents, and obtain all necessary approvals and/or permits of all government departments having jurisdiction.

B. Included Items

1. The Contractor shall include in the work, without extra cost to the County, all labor, materials, services, apparatus and drawings required to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on the CONTRACT DRAWINGS, and/or specified.
2. It shall be the Contractor's responsibility to obtain the appropriate permits for the off-site disposal of excess and unsuitable material.

1.03 STANDARDS

- A. Where the following or any other standards, codes, or specifications are referred to in these Special Provisions, the reference is to the particular standard, code, or specification, together with all amendments and errata applicable at the time the bids are received and shall apply except to the extent that said standards, and/or requirements may be in conflict with applicable laws and ordinances.

ACRONYM	DESCRIPTION
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials
AWS	American Welding Society
Federal	Federal Government Specifications
FM	Factory Mutual
MOSHA	Maryland Occupational Safety and Health Administration
NSF	NSF International
OSHA	Occupational Safety and Health Administration
UL	Underwriters Laboratories

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION SP-01900

SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Special Conditions of these TECHNICAL SPECIFICATIONS are hereby made a part of the Contract. In case of any conflict with the Baltimore County “Standard Specifications for Construction and Materials,” dated September 2023, “Standard Details for Construction,” dated September 2023, or other sections of the contract, these Special Conditions shall prevail.
- B. All work under this Contract shall be performed in strict compliance with the Baltimore County “Standard Specifications for Construction and Materials,” dated September 2023 and “Standard Details for Construction,” dated September 2023 and all associated Errata, Addenda, and Supplemental Details and the Maryland Department of Transportation, State Highway Administration, Book of Standard Specifications for Construction and Materials, dated July 2025, and subsequent revisions thereto.

1.02 CONTRACT DOCUMENTS – DESIGN INTENT

- A. Baltimore County Department of Public Works Standard Specifications for Construction and Materials and the Standard Details for Construction, dated September 2023, are hereby made a part of the Contract and these Special Provisions.
- B. Contract Drawings to be followed for this Contract shall be those approved drawings on file at the office of the Engineer. The Contract Drawings contain information as to amount, location, dimension and detail of the work to be performed in accordance with the Specifications. No deviation shall be permitted from the Contract Drawings and Specifications unless authorized in writing by the Engineer. Deviation by the Contractor from the Contract Documents without the Engineer's prior written approval shall be at the Contractor's risk and expense, including the expense of removal and restoration if so ordered.
- C. Any discrepancies found between the Drawings and Specifications or any inconsistencies in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities prior to corrections directed by the Engineer shall be done at the Contractor's risk. In the case of discrepancy or omission, the Engineer will determine the intent of the design in issuing clarifying or corrective instructions.
- D. In order to fulfill the requirements of the Contract, conformance is required with both the Contract Drawings and Specifications. The Contractor is not released from responsibility for performing work called for in the Contract Drawings but not in the Specifications or vice versa; mention of work in either part is sufficient to include it under the Contract. In all cases, the decision of the Engineer will be final.
- E. The work under this Contract shall be built of the materials, sizes, dimensions, on the lines and slopes, at the depths, with the connections, and in a manner called for by the Specifications and as shown on the Contract Drawings. All materials and equipment installed as part of the permanent installation shall be new.

1.03 SPECIAL CONDITIONS

A. The Special Conditions of these TECHNICAL SPECIFICATIONS are hereby made a part of the Contract and include the following:

1. As-Built Drawings
2. Certification of Materials and Installations
3. Cultural Resources
4. Completion and Cleanup
5. Disposal of Excess Soil and Demolition Materials
6. Environmental Protection
7. Existing Utility Facilities
8. Fire Hydrant Utilization
9. Force Majeure and Damages
10. General Requirements for Sanitary Sewer Construction
11. Guarantee
12. Health Hazards and Confined space
13. Labor Standards and Anti-Kickback Regulations
14. Limits of Work
15. Maintenance of Traffic
16. Manhole Vacuum Testing
17. OSHA Standards and Safety
18. Preservation and Restoration of Property
19. Progress Meetings
20. Project Scheduling Requirements
21. Property Access
22. Record Drawings
23. Semi-Final Payment
24. Shop or Working Drawings
25. Site Investigation
26. Site Video
27. Steel Plating and Solid Sheeting
28. Storage and Protection of Materials
29. Submittals
30. Substitution of Equipment or Materials
31. Temporary Straw Mulching

PART 2 - MATERIALS

Not Used

PART 3 - CONSTRUCTION

3.01 AS-BUILT DRAWINGS

A. For each and every part of the work performed, the Contractor shall record the actual as-built location of work performed under the Contract neatly, legibly and to scale in a form acceptable to the Engineer. The Contractor shall compare his measurements with measurements taken on-site by the Engineer or his representative prior to any item being covered or backfilled to ensure accuracy of these records. The alignment, horizontal and vertical location and burial depth as applicable shall be noted on as-built drawings.

B. Items installed under the Contract and shown on as-built drawings shall be referenced to existing structures, utilities, roadways and rights-of-way. The Engineer will not grant

conditional acceptance of a portion of the work without submission and approval of as-built drawings for that portion of the work. The Contractor shall maintain and make available to the Engineer copies of all as-built records on the project site until the close of the Contract.

- C. No separate payment will be made for as-built drawings and the cost for the as-built drawings shall be included in other items bid.

3.02 CERTIFICATION OF MATERIALS AND INSTALLATIONS

- A. The Contractor shall furnish certificates from each manufacturer or from approved testing laboratories that all material used in the work is in accordance with these and all reference specifications. Upon completion of the work, and before acceptance by the Owner, the Contractor shall furnish the Owner with a certificate from each of the manufacturers of the equipment and mechanisms used in the work that such equipment and mechanisms furnished by him has been erected and installed in a satisfactory manner and is ready for continuous service and operation.
- B. A statement originating from the Contractor, or any of his subcontractors, suppliers, or any other agent which merely indicates that a particular product, or component of a product, meets the requirements of the standard specified in the CONTRACT DOCUMENTS shall not be considered a certificate. Any such submittal made in this manner will not be approved and the corresponding product, or component of the product, shall not be incorporated into the work.

3.03 CULTURAL RESOURCES

- A. No areas are known to have, or potentially to have, historical, archaeological, or paleontological value within the project area. Should the Contractor encounter anything during construction which appears to have historical, archaeological, or paleontological significance, it shall not be disturbed. The Engineer shall be notified at once and work in the area of discovery shall be stopped. The Engineer shall arrange for the evaluation of the situation by the appropriate authorities and for the ultimate disposition of the matter.

3.04 COMPLETION AND CLEANUP

A. GENERAL

1. Reference

- a. All applicable requirements of other portions of the Contract Documents apply to the Work of this Section. The Contractor's attention is directed to Section GP-7.11 of the Standard Specifications.

2. Description

- a. The work will include the cleanup, restabilization, restoration and disposal to maintain a safe and well-kept job site and properly repair disturbed areas of the site to a condition acceptable to the County during and upon completion of the project. The Contractor shall furnish all labor, materials, equipment and supplies to perform all work herein described.

B. CONSTRUCTION REQUIREMENTS

1. Site Restoration

- a. The Contractor shall restore all surfaces removed, damaged, or disturbed by his operations to the condition in which they existed prior to the commencement of the work, except as otherwise noted.
- b. Pipe drains, headwalls, catch basins, and all incidental drainage structures shall be restored using like materials and details.
- c. Grassed surfaces shall be restored to pre-construction conditions by sodding or seeding.
- d. All drainage ditches shall be restored to their existing grade line and cross section. When grading operations begin, remove conflicting facilities and store in manner to keep them clean and in existing condition.
- e. All pavement, walks, curb and gutter, and entrances removed or damaged by the Contractor shall be replaced to equal or better conditions.
- f. Gravel surfaces and roadway shoulders shall be restored to their pre-construction (or better) condition. Do not reuse shoulder material if contaminated by foreign material. Replace with new material of same quality and gradation. Follow jurisdictional requirements and applicable permits secured for this Contract. The Contractor shall also restore surface areas adjacent to shoulders, if left unstable by construction, with stabilized gravel or other acceptable stabilizing material.
- g. The Contractor shall disassemble and remove all temporary construction facilities.
- h. All public and private signs, markers, guardrails, and fences shall be preserved and maintained in existing locations and condition unless written permission is obtained for removal and restoration or replacement.
- i. The contractor shall repair or replace damaged items when directed, at no cost to the County.

2. Cleanup During and on Completion of Project.

- a. The Contractor shall, on a continuous basis throughout the course of the project, provide cleanup and restoration of lawns, streets, drainage facilities, and adjacent properties within the project limits. All trash, debris, and other foreign matter shall be disposed of in accordance with the specifications herein.
- b. On completion of the work covered by any of the sections of this project, the Contractor for said section shall cleanup the entire premises occupied by his operations. This area shall be left neat and clean of trash, debris, piles of earth, waste materials or equipment. All surplus materials and equipment, trash, debris, and other foreign matter shall be properly disposed of. The entire project or sections thereof shall be made ready for the County's use, and the Contractor shall assist as may be necessary in placing any equipment furnished under the Contractor's Contract in proper operating condition.

C. Measurement and Payment

1. This item will not be measured. No separate payment will be made for completion and cleanup. Payment for completion and cleanup will be included in the prices bid for items in the proposal and as defined in these Specifications.

3.05 DISPOSAL OF EXCESS SOIL AND DEMOLITION MATERIALS

- A. All excavated material not required or unsuitable for backfill or other designated purposes shall be removed from within the limits of the work and disposed of by the Contractor at his own expense

3.06 ENVIRONMENTAL PROTECTION

- A. The Contractor, and his subcontractors, in the performance of this Contract, shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.
- B. The Contractor shall take all precautions necessary in order to avoid pollution of water in adjacent watercourses or water storage areas, including wells.
- C. All earthwork, equipment movement, control of water in excavations, and other operations which may create silting, shall be conducted in a manner to keep water pollution to an absolute minimum.
- D. Water used during the Contract work which has become polluted with oil, harmful or objectionable chemicals, sewage or other pollutants, shall be disposed of in a manner that will not affect nearby waters and land. The Contractor shall not, under any circumstances, discharge pollutants into any watercourse.
- E. The Contractor shall take all precautions necessary in order to avoid noise and air pollution during the course of the Contract.
- F. The Contractor shall maintain all work areas free from dust which would contribute to air pollution. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Sprinkling, where used, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times. Dust control shall be performed as the work proceeds and whenever the dust nuisance or hazard occurs. The use of road oils and waste oils to control dust is prohibited.
- G. The Contractor shall keep clean all streets, driveways and sidewalks affected by his operations. Trucks hauling excavated materials, cement, sand, stone, or other loose materials to or from the site shall be tight so that no spillage will occur. Before trucks start away from the site, their loads shall be carefully trimmed to prevent spillage.
- H. The Contractor shall provide all labor, materials, equipment and services necessary for, and incidental to, the complete and satisfactory application of temporary sediment control measures throughout the time of the Contract as specified herein.
- I. In order to prevent and to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of the Contract, the Contractor and his subcontractors shall comply with all

applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

- J. It shall be the Contractor's responsibility to adhere to the "Standards and Specifications for Soil Erosion and Sediment Control in Developing Areas" as approved and adopted by the State of Maryland, Department of Water Resources, an agency of the Department of Natural Resources and furthermore, the Contractor also shall adhere to the provisions of the Standard Specifications, Section 308, and any revisions thereof or additions thereto and all sections referred to therein.
- K. The Contractor shall notify the Engineer indicating the source of all borrow material and the disposal site for excess material. The Contractor shall be responsible for obtaining sediment control permits from the appropriate agency for off-site disposal of excess material.
- L. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures, such as berms, dikes, silt fences, drains or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations shall be held to a minimum. Fills and waste areas shall be constructed by selective placement of materials to eliminate silts or clays on the surface that will erode and contaminate adjacent rivers, streams, lakes, or ponds. Further protection of any excavation storage area, waste area, or fill area shall be provided by the Contractor by the installation and maintenance of a silt fence, as shown on the Contract Drawings, around the down slope perimeter of such areas.
- M. The cost for any excavation and/or fill and incidentals involved in connection with the construction of erosion, sediment and pollution control devices required on this project shall be included in the prices bid in the Contract.
- N. In general, the Contractor shall erect sediment control devices prior to beginning any other earthwork under the Contract. Areas through which vehicular access to and from the site will be gained shall be stabilized by the Contractor in accordance with the Standard for Stabilized Construction Entrance. Swales, ditches, stockpiles of earth and topsoil and other cleared or graded areas shall be temporarily stabilized with seed and mulch. All areas disturbed by the Contractor shall be seeded and sodded to the satisfaction of the Engineer.
- O. Temporary Drainage
 - 1. The Contractor shall conduct his work in such a manner that the efficiency of the existing surface drainage and pipe storm drain system will not be diminished.
 - 2. The Contractor shall keep all drainage and water courses unobstructed, or provide equal courses effectively placed, to prevent accumulations of surface water.
- P. Stream Flow Protection
 - 1. The dewatering or pumping out of trenches, utility line structures, or newly excavated areas directly into a stream which causes turbidity and/or erosion of stream banks will be prohibited. The Contractor shall make use of sediment traps, filters or other methods as stated in "Erosion and Sediment Control Provisions", included in Section 308 of the Standard Specifications and Materials for Construction. The restrictions contained herein

shall be strictly enforced, and the Contractor is cautioned to make every effort possible to comply with these regulations and shall conduct his operations in such a manner to keep to an absolute minimum the amount of sedimentation introduced into any stream.

- Q. Upon completion of the project and after such devices have served their purpose, such devices shall be removed from the project by the Contractor at his own expense.
- R. The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the site in a neat and orderly condition throughout the period of the work. Cleaning up, including the restoration of areas of construction, shall proceed as quickly as is practicable after the construction is completed in any given area. This period, between construction completion and final cleanup, normally shall not exceed two (2) weeks.
- S. Within ten (10) days after completion of the work and before final acceptance, the Contractor shall, without charge, tear down and remove all temporary structures built by him, remove all rubbish of all kinds from any ground which he has occupied, and shall leave the work site in a clean and orderly condition.
- T. If at any time during the course of the work, the cleanup operation in any given area should become delinquent in the opinion of the Engineer, he may order that construction be stopped until such delinquent cleanup is completed.
- U. The Contractor shall not be entitled to any additional compensation or extension of time of completion should such stoppage of construction be ordered by the Engineer.
- V. Burning will be allowed only if approved in writing by the Fire Marshal and authorized in writing by the Engineer. The specific time, location and manner of burning shall be subject to the approval of the Engineer. Fires shall be confined to a closed vessel, guarded at all times, and shall be under constant surveillance until they have burned out or have been extinguished. All burning shall be so thorough that the materials will be reduced to ashes.

3.07 EXISTING UTILITY FACILITIES

- A. Existing utilities shown in the Contract Drawings are from available records and are shown for the Contractor's convenience only. Baltimore County Department of Public Works does not guarantee in any way the completeness or accuracy of the information given and shall be held harmless from any claims arising from damage to such facilities in the course of the work. Existing utilities and services shall be carefully investigated and protected by the Contractor.
- B. The Contractor shall test pit existing underground utilities with caution to verify information to his/her satisfaction before beginning work. The Contractor is responsible for locating, protecting, and maintaining uninterrupted service on all existing utilities. Any damage to utilities caused by their work shall be immediately repaired by the Contractor to the satisfaction of the Engineer, using materials of the same kind as those damaged.
- C. The Contractor shall be liable for any damages to existing utilities caused by his/her operations as stipulated in Section GP-5.05, and shall bear the entire cost of any and all kind of penalties (including court cost) which may be assessed by all utilities whose facilities are damaged by the Contractor and/or out of service during the prosecution of the work under this Contract.

3.08 FIRE HYDRANT UTILIZATION

- A. Fire hydrant permits must be obtained if water is required from a hydrant. No water is to be drawn from a public fire hydrant except through a meter. Applications are made through the Department of Permits and Licenses.
- B. All costs are considered incidental to the cost of items bid.

3.09 FORCE MAJEURE AND DAMAGES

- A. "Force Majeure" means, for the purposes of this Contract, an event arising from causes beyond the control of the Contractor and County which delays or prevents the performance of any obligation under this contract. Unanticipated or changed financial circumstances of the Contractor shall not, in any event, be considered a Force Majeure event.
- B. The Contractor shall file written notice to the County within fifteen (15) calendar days after the Force Majeure event is known or should have been known to the Contractor, whichever is earlier. The Contractor's written notice shall include, but not be limited to, a description of the event and an explanation of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or mitigate the delay or the effect of the delay, the timetable by which those measures will be implemented, whether the Contractor claims that the delay should be excused as a Force Majeure event, and the Contractor's rationale for attributing such delay to a Force Majeure event if the Contractor intends to assert a claim. Furthermore, the Contractor is required to state what steps are being taken to ensure completion and shall supply any and all documentation available to show what steps have already been taken. Contractor shall also comply with all other County statutes, regulations and requirements in connection with any such manner.
- C. If a delay of performance is, or was, caused, in the sole discretion of the County, by a Force Majeure event, the time for performance of the construction shall be extended for a period to compensate for the delay resulting from such event. Extensions of a completion date based on a particular event shall not automatically extend any other completion date under this Contract. The Contractor shall make a showing of proof by a preponderance of the evidence that the Force Majeure event was the cause of the delay in performance for each requirement or completion date for which an extension is sought. In the event of a dispute regarding application of this Special Provision to a delay in performance, the Contractor shall comply with all County statutes, regulations, and requirements and shall have the burden of proving by preponderance of the evidence that the delay is, or was, caused by a Force Majeure event, and that the amount of additional time requested is necessary to compensate for that event.
- D. The Contractor is also notified that copies of any reports, plans, permits, and documents related to this Contract shall be maintained for a period of five (5) years from the date of Award.
- E. The Contractor understands that **TIME IS OF THE ESSENCE UNDER THIS CONTRACT**. In the event the Contractor fails to achieve Final Completion and Final Acceptance (as defined in the Specifications) as required by this Contract, then the Contractor shall pay the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for each Calendar Day (day 1 through 30) after the expiration of the Contract Period; and Five Thousand Five Hundred Dollars (\$5,500.00) for each Calendar Day (day 31 through 60) after the expiration of the Contract Period; and Twelve Thousand Five

Hundred Dollars (\$12,500.00) for each Calendar Day (day 61) thereafter until the Contractor achieves Final Completion and Final Acceptance of the Project. The Contractor agrees that:

1. 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 are not a penalty.
2. It is very difficult, if not impossible, to accurately measure the damages to the County due to the public loss of use of the Project during the delay period.
3. Notwithstanding GP-8.09 of the Baltimore County Standard Specifications 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 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.
4. 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.

3.10 GENERAL REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION

- A. The Contractor is warned that the alluvial soils below the water table are likely to be unstable under the unbalanced hydrostatic head caused by excavation and pumping of the trench. Unstable conditions, such as raveling of the excavation face and running sand, are possible; and trench support and/or groundwater control measures shall be designed to control these problems.
- B. The Contractor shall submit details of the excavation support system and design computations prepared and sealed by a Professional Engineer registered in the State of Maryland. The Engineer will review the support concept, and the Contractor will be entirely responsible for the design and adequacy of the excavation support system.
- C. The temporary excavation support systems shall be removed as refilling proceeds in a manner so as not to damage any pipelines, structures, roadbed, fill or property. The Contractor shall be entirely responsible for the condition of all excavations made by him/her for the entire period of the Contract. All slides, caves or other unacceptable conditions shall be promptly corrected, whenever they may occur, without extra compensation.
- D. The Contractor will, in all likelihood, encounter groundwater above the trench bottom. Although it is anticipated that pumping from within the trench shall be sufficient to control the groundwater along most of the project length, the Contractor is alerted that the alluvial soils may contain some very permeable deposits of sand or gravel which allow large water inflows; and a trench shield and/or watertight sheeting may be necessary should large water

inflows occur. Cost of the excavation support system will be considered incidental to other bid items and no separate payment will be made.

- E. The Contractor shall diligently monitor ground, roadway paving, and existing structure elevations adjacent to, or reasonably proximate to, dewatering operations to detect surface subsidence or structure settlement. If these conditions occur, singly or together, the Contractor shall immediately cease dewatering operations and shall notify the Engineer.
- F. The Contractor shall design the dewatering system to insure that trenches remain open and conform to OSHA standards for safety. Disposal of drainage water from dewatering devices shall be accomplished in a manner that conforms to Maryland Standards and Specifications for Soil Erosion. No water shall be discharged to a sanitary sewer.
- G. The Contractor shall design the dewatering system so that the dewatering is localized to the construction area. The Contractor shall be responsible for all damage and shall assume all expense for any buildings, structures, walls, poles, etc., that are affected by the dewatering.
- H. Cost of all dewatering operations and activities related to protection of adjacent structures and ground surface will not be paid for separately but shall be considered as incidental to the cost of items bid.
- I. Cost of all bypass pumping/flow control operations and activities related to control of sewage flows during construction will not be paid for separately but shall be considered incidental to the cost of items bid.
- J. Cost of all pipe connections from existing upstream sewers to new MH-278 and connection of the new sewer to the existing downstream manhole TCM-158, including new pipe penetration, will not be paid for separately but shall be considered incidental to the cost of items bid.
- K. Protection of Trench Subgrade
 - 1. Since the residual soils upon which some of the sewer will be founded are very susceptible to deterioration and softening when exposed to water and disturbance from construction activities, the trench bottom shall be left exposed for as short a period of time as practicable prior to the placement of pipe bedding material. If the trench bottom soils become softened, the soft material shall be excavated to expose fresh undisturbed foundation soils; and the excavated material shall be replaced with compacted selected backfill which conforms to the requirements of these Special Provisions.
 - 2. Should the Contractor elect to use #6 stone to assist drainage within the trench bottom in soil subgrade areas, the #6 stone shall be placed over geotextile to prevent migration of adjacent soils into the stone. The geotextile shall extend the full width of the trench and shall be continued up the trench sides a minimum vertical distance of six inches (6"). The cost for geotextile and #6 stone will not be paid for separately but shall be considered as incidental to other items bid.

3.11 GUARANTEE

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of conditional acceptance of any item. The Contractor warrants and guarantees that the completed work is free from all defects due to faulty materials, equipment and workmanship and is in every way fit for the use intended, including but not necessarily limited to, the following:
 - 1. Against all faulty or imperfect materials and equipment, subsidence of fill, backfill and embankment, vegetative stabilization and against all imperfect, careless and/or unskilled workmanship.
 - 2. That work performed under this Contract, including all mechanical and electrical equipment, appurtenances and every part thereof, shall operate, with due care and maintenance, in a satisfactory and efficient manner in accordance with the requirements of these Contract Documents.
- B. Where manufacturer's equipment warranties required elsewhere herein are in effect for a period longer than the Contractor's guarantee period, the County shall be named beneficiary of said warranties; and the Contractor shall furnish the County with a copy of said warranty.
- C. That all structures and equipment designed to hold or convey water or prevent the entrance of water shall be watertight and leak-proof at every point in accordance with their intended use.
- D. No use or acceptance by the County of any part of the work, nor failure to use same, nor any repairs, adjustments, corrections or replacements made by the County due to the Contractor's failure to comply with any of his Contract obligations, or other corrections made by the County shall modify in any way the guarantee obligations of the Contractor under the Contract Documents.
- E. The Contractor shall promptly make corrections as necessary by reason of such defects, including damage to other parts of the work resulting from such defects. The Contractor agrees to replace with proper workmanship, materials and equipment, and to correct and repair without cost to the County, any work which does not operate satisfactorily or perform as specified, does not conform to the Contract Documents, or is otherwise improper or imperfect. Exceptions will be made only for damage resulting from direct negligence of County personnel or that due to normal wear and tear. In the event the Contractor fails to properly perform such repairs, corrections, or other work made necessary by such defects, the County may do so and shall charge the Contractor for costs incurred.

3.12 HEALTH HAZARDS AND CONFINED SPACE

- A. The Contractor is required to provide for the safety, health, and decontamination of workers, equipment and/or pipes and structures at the work site. Contamination is generally considered to be a result of sewage components and pathologic microorganisms. Other health hazards include, but are not limited to, working in confined space, sewer gas and the lack of naturally supplied oxygen.
- B. The Contractor shall comply with the requirements of all local, State and Federal laws, rules and regulations and the WPCF Manual of Practice Number 1, *SAFETY AND HEALTH IN WASTE WATER SYSTEMS. 1983*, as amended to date.

3.13 LABOR STANDARDS AND ANTI-KICKBACK REGULATIONS

- A. The Contractor and all subcontractors will be required to comply with:
 - 1. The regulations of the Secretary of Labor made permanent to the Davidson Act of March 3, 1981 and the Anti-Kickback act of June 13, 1984.
 - 2. The stipulations and provisions issued by the Secretary of Health, Education and Welfare in LABOR STANDARDS (Federal Water Pollution Control Act Amendment of 1961).
 - 3. The Contract Work Hours Standard Act, Title I, of the Work Hours Act of 1962 (72 Stat, 357-60).

3.14 LIMITS OF WORK

- A. The Contractor shall confine his operations to the working limits as shown on the CONTRACT DRAWINGS. He shall not utilize other adjacent property outside the specific work areas; nor shall he block existing traffic patterns without sufficient notice to the Engineer, and only after securing the written approval of same. All areas disturbed as a result of the Contractor's operations shall be restored to a condition equal to, or better than, the condition that existed prior to beginning the work.
- B. At no time shall the Contractor store material, equipment, or vehicles within public road right-of-ways unless approved by the Engineer. Staging and Storage area has been provided to the Contractor where shown on the CONTRACT DRAWINGS. The Contractor is also prohibited from parking vehicles in the adjacent public right-of-way unless given written permission by the Engineer.

3.15 MAINTENANCE OF TRAFFIC

- A. A minimum single lane of traffic is required to be maintained at all times on all roadways. Single lane operations will only be allowed between the hours of 9:00 a.m. until 3:00 p.m. Monday through Friday on Patterson Avenue and Alter Street. There are no time restriction for weekend lane closures.
- B. At the end of each workday, the Contractor is required to complete the following:
 - 1. Backfill and/or plate over all open excavation so that two (2) lanes of traffic are maintained.
 - 2. Remove all equipment and material from the traveled portion of the roadway. Also, equipment and materials should not be stored in such a manner as to obstruct sight distance at any driveway or intersecting road.
 - 3. Cover or remove all signs referring to a Single Lane operation. Also, it may be necessary for the Contractor to provide "STEEL PLATES AHEAD" signs on each approach to the construction area, if appropriate, or as directed by the inspector for the project.
- C. All existing driveway access must be maintained at all times.
- D. The Contractor is to be responsible for the fabrication, installation, and maintenance of all traffic control devices. Said devices shall be in accordance with the Manual on Uniform

Traffic Control Devices. Also, the Contractor may be required to furnish additional signs should conditions warrant. Regarding the control of traffic through work areas, Part 6 "Temporary Traffic Control" of The Manual on Uniform Traffic Control Devices (Latest Edition) shall be utilized.

- E. Once the Contractor has received their notice to proceed, the Division of Traffic Engineering will inventory the existing permanent traffic control devices throughout the construction area. Should it be necessary for any devices to be removed by the Contractor, his personnel, or their sub-contractor during construction, the contractor shall be responsible for the safe storage of these devices. Should they become damaged, defaced, lost, etc., the Contractor will be billed for replacement of these permanent devices. The contractor will also be responsible for the re-installation of any permanent devices removed during construction.

TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATION

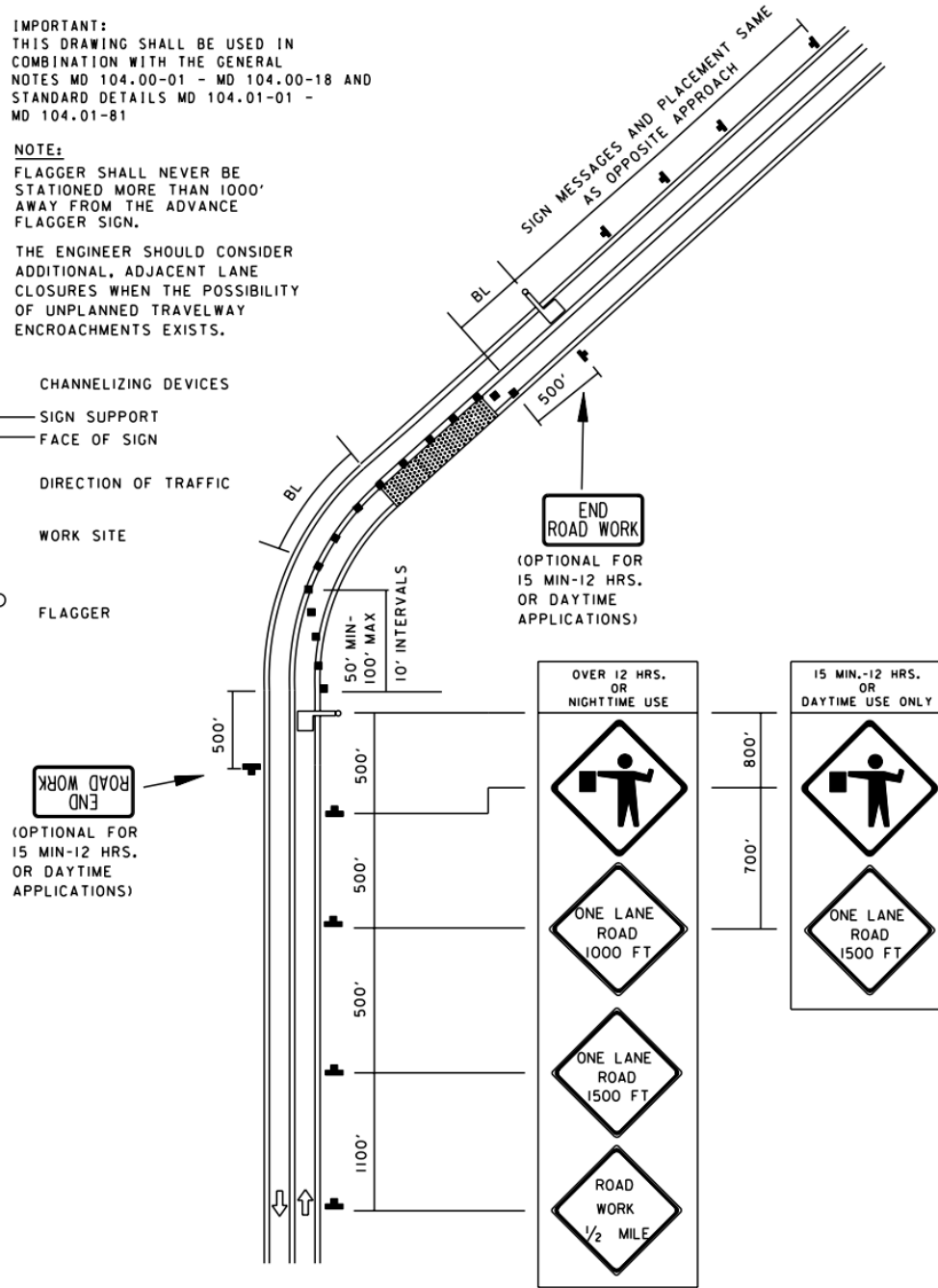
IMPORTANT:
THIS DRAWING SHALL BE USED IN COMBINATION WITH THE GENERAL NOTES MD 104.00-01 - MD 104.00-18 AND STANDARD DETAILS MD 104.01-01 - MD 104.01-81

NOTE:
FLAGGER SHALL NEVER BE STATIONED MORE THAN 1000' AWAY FROM THE ADVANCE FLAGGER SIGN.

THE ENGINEER SHOULD CONSIDER ADDITIONAL, ADJACENT LANE CLOSURES WHEN THE POSSIBILITY OF UNPLANNED TRAVELWAY ENCROACHMENTS EXISTS.

KEY:

- CHANNELIZING DEVICES
- ▬ SIGN SUPPORT
- ▬ FACE OF SIGN
- ↑ DIRECTION OF TRAFFIC
- ▨ WORK SITE
- FLAGGER



SPECIFICATION 104	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES FLAGGING OPERATION 2-LANE, 2-WAY EQL/LESS THAN 40 MPH											
APPROVED DIRECTOR - OFFICE OF TRAFFIC AND SAFETY		STANDARD NO. MD 104.02-10											
<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="font-size: small;">APPROVAL • SHA REVISIONS</td> <td style="font-size: small;">APPROVAL • FEDERAL HIGHWAY ADMINISTRATION</td> </tr> <tr> <td style="font-size: small;">APPROVAL 8-20-03</td> <td style="font-size: small;">APPROVAL 9-23-03</td> </tr> <tr> <td style="font-size: small;">REVISED 8-11-10</td> <td style="font-size: small;">REVISED 7-29-10</td> </tr> <tr> <td style="font-size: small;">REVISED</td> <td style="font-size: small;">REVISED</td> </tr> <tr> <td style="font-size: small;">REVISED</td> <td style="font-size: small;">REVISED</td> </tr> </table>				APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	APPROVAL 8-20-03	APPROVAL 9-23-03	REVISED 8-11-10	REVISED 7-29-10	REVISED	REVISED	REVISED	REVISED
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				REVISED 8-11-10	REVISED 7-29-10								
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F. For measurement and payment refer to the relevant pay items under SP-01025, "Measurement and Payment".

3.16 MANHOLE VACUUM TESTING

- A. A vacuum of 10 inches (mercury) shall be applied to the manhole and the time lapse shall be measured for the vacuum to drop from 10 inches to 9 inches. The following table of the time lapse measured will be used for acceptance of manholes.

Depth of Manhole (Feet)	Time Lapse (Seconds)		
	Manhole Diameter (Inches)		
	48"	60"	72"
8	14	18	23
10	17	23	28
12	21	28	34
14	25	32	40
16	28	37	45
18	32	41	51
20	35	46	57
22	39	51	62
24	42	55	68
26	46	60	74
28	49	64	80
30	53	69	85

- B. Manholes with the time lapse for the specified vacuum drop greater than the times shown in the table are considered to pass the vacuum test.
- C. Cost for vacuum testing of manholes shall be considered incidental to other items bid in the proposal. No separate payment will be made.

3.17 OSHA STANDARDS AND SAFETY

- A. The Contractor shall comply with the US Department of Labor, Safety and Health Regulations for construction promulgated under the *Occupational Safety and Health Act* (OSHA) of 1970 (Public Law 91-596) and under Section 107 of the *Contract Work Hours and Safety Standards Act* (Public Law 92-54).
- B. Nothing in the Occupational Safety and Health Act of 1970 shall be construed to supersede or in any manner affect any Workmen’s Compensation Law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees arising out of, or in the course of, employment.
- C. The Contractor shall comply with all regulations and requirements of the *Maryland Occupational Safety and Health Administration* (MOSHA).
- D. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed.

3.18 PRESERVATION AND RESTORATION OF PROPERTY

- A. The Contractor's attention is directed to Section GP-7.11 of the Standard Specifications which defines his responsibility for restoration of all public and private property affected by the prosecution of work.

3.19 PROGRESS MEETINGS

- A. The Contractor shall hold monthly "progress meetings" at the site, at a time suitable to the Engineer, at which the progress of the work shall be reported upon in detail with reference to schedules. Each interested subcontractor shall be required to have a competent representative present to report the condition of his branch of the work and to receive instructions.
- B. Minutes of these "progress meetings" shall be taken by the Contractor who shall type them for distribution to members of the conference, the Bureau of Engineering and Construction and other interested persons. These minutes shall be received by all parties prior to the next scheduled "progress meeting."
- C. All costs are considered incidental to the cost of items bid.

3.20 PROJECT SCHEDULING REQUIREMENTS

- A. Contractor will have ten (10) working days after the date of Award to complete and receive County approval for all Contract submittals. If this deadline is not met, the Contractor shall schedule a meeting with the County to discuss this failure. **The Contractor will not be able to begin any other aspect of the Contract Work, including, but not limited to, any physical portions of the Contract Work, until all Contract submittals are complete and approved by the County. Five (5) copies of the Contract submittals are required. However, Contract Time will begin to run within fifteen (15) working days from the date of Notice to Proceed, even if the Contractor has not yet completed all submittals and is therefore prevented from beginning any other Contract Work.** No additional Contract Time will be awarded to the Contractor for any and all delays caused, directly or indirectly, by the Contractor's failure to complete and receive County approval for all Contract submittals.
- B. The following section shall replace and supersede Section GP-8.04 of the September 2023 Standard Specifications for Construction and Materials.
- C. GENERAL
 1. Scheduling of construction is the responsibility of the Contractor. The Contractor must take all reasonable action to avoid or to mitigate the effects of delays including, but not limited to, rescheduling or resequencing the work, accepting other work, and reassigning personnel. When the Contractor is responsible for any delays, the County may order the Contractor to accelerate construction, work overtime, add additional shifts or manpower, work on weekends, or to do anything else reasonably necessary to complete the work on time, at no additional cost to the County.
 2. The Contractor shall submit to the County for review and approval a Baseline Schedule, Monthly Progress Schedules, and any required Recovery Schedules as outlined the following sections.
 3. Failure of the Contractor to comply with the requirements of this section shall be grounds for determination by the County that the Contractor is not prosecuting the

work with due diligence as to ensure completion of the work within the time specified in the Contract Documents or as agreed upon with the County after execution of the Contract. The County may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Section GP-8.08 of the General Provisions.

4. The Contractor does not have the unilateral right to complete the work late and pay liquidated or other damages.

D. BASELINE SCHEDULE

1. Within thirty (30) calendar days after the award of the Contract, the Contractor shall submit to Baltimore County a detailed Baseline Schedule indicating the time allocated by the Contractor for performance of each portion of the work. The schedule shall show commencement of work from the date the Notice to Proceed is issued. The schedule shall show completion of the work within the Contract time as specified in the Contract Documents or as agreed upon with the County after execution of the Contract.
2. The submitted Baseline Schedule shall be properly and reasonably sequenced to show the order of performing the various tasks of work. The schedule shall clearly identify the sequencing restraints and the critical activities necessary to complete the work on time and shall list proposed workdays, holidays and any special non-work days.
3. The submitted Baseline Schedule shall list the dollar value for each work item and shall show the Contractor's labor requirements for achieving each work item. The schedule shall also include a list of submittals related to material and equipment fabrication orders, permits, easements and any other work tasks requiring submittals. Each necessary submittal shall be shown on the schedule as a separate work activity with necessary dates of submittal, anticipated review and response time, anticipated dates of re-submittal if necessary, and anticipated dates for final review and approval.
4. Within fourteen (14) calendar days after the County reviews and rejects or conditionally approves the submitted Baseline Schedule, the Contractor shall make all necessary corrections and resubmit the corrected schedule. Baltimore County may decline to issue the Notice to Proceed until the Contractor submits the required schedule and the County approves it.

E. SUBSEQUENT MONTHLY PROGRESS SCHEDULES

1. Within thirty (30) days after the County issues the Notice to Proceed, and on a monthly basis thereafter, the Contractor shall submit a revised Monthly Progress Schedule accurately updated to reflect all revisions to the previously submitted schedule including actual commencement dates of listed work activities, actual work activities completed to date, and any sequence changes made or planned for the order of work activities and their effect on the critical path for completion of the whole project. The sequencing changes shall show extension of times granted by Baltimore County and any delays or early completion of work activities.
2. The Contractor shall meet with the County, or its designated attendee, at least once a month to discuss in detail the Contractor's updating of the Monthly Progress Schedule and the necessity for revision or correction in the schedule.

3. Within ten (10) calendar days after the County reviews and rejects or conditionally approves the submitted Monthly Progress Schedule, the Contractor shall make all necessary corrections and resubmit the corrected schedule.
4. The Contractor shall submit the required Monthly Progress Schedule whether or not the Contractor submits an application for payment each month. Baltimore County may decline to process any pending payment requests for this project until the Contractor submits the required schedule and the County approves it.

F. RECOVERY SCHEDULES

1. Within ten (10) calendar days after the project falls behind schedule or is alleged by either party to be behind schedule, the Contractor shall furnish to the County, at no additional cost, a revised schedule hereinafter called a "Recovery Schedule". The Recovery Schedule shall show how the Contractor will finish the project by the Contract completion date.
2. The Recovery Schedule shall include all of the information required under paragraphs (2), (3), and (6) of section (G).

G. LOGICAL SEQUENCING AND LAYOUT OF THE SUBMITTED SCHEDULES (CPM SCHEDULES)

1. Unless the Contract Documents expressly permit the Contractor to use a schedule other than a Critical Path Method (CPM) schedule, the submitted Baseline Schedule, the subsequent Monthly Progress Schedules, and any required Recovery Schedules shall all be CPM schedules
2. CPM schedules are required to assure adequate planning and execution of the work and in evaluating the progress of the work and the impact on the schedule events, which could affect the completion date.
3. The submitted CPM schedules shall clearly designate the Substantial Completion Date of the project. This is the date when the construction project or specified part thereof is sufficiently completed, in accordance with the Contract Documents.
4. Logic or network diagrams shall show the order and interdependence of activities and the sequence in which work is to be accomplished as planned by the Contractor. These diagrams must show how the start of a given activity is dependent on preceding activities and how its completion restricts the start of the following activities.
5. At a minimum, the following information shall be furnished for each work activity:
 - a. Activity number
 - b. Description of activity
 - c. Activity numbers for any predecessor and successor activities
 - d. Relationships with preceding activities
 - e. Activity duration in Calendar days
 - f. Percent of activity completed
 - g. Early start date (by calendar date)
 - h. Early finish date (by calendar date)
 - i. Actual start date (by calendar date)
 - j. Actual finish date (by calendar date)
 - k. Float or slack (by calendar date)

6. The Monthly Progress Schedules and any required Recovery schedules shall show the activities or portion of the activities completed during the reporting period and their total dollar value as basis for the Contractor's periodic request for payment. For each activity, the update shall state the percentage of work actually completed and the progress along the critical path in terms of days ahead or behind the allowable dates.
7. The Monthly Progress Schedules and any required Recovery schedules shall include a comments section summarizing the updated analysis for the project as a whole, describing problems with work activities, and explaining proposed corrective actions.
8. Approved change orders shall be reflected as new activities or as changes in logic and/or time framing of existing activities. They shall be shown on the updated schedule that immediately follows a receipt of a Change Order Approval from the County.

H. FORM OF SCHEDULE SUBMITTAL:

1. All schedules, including the Baseline Schedule, the Monthly Progress Schedules, and any required Recovery schedules shall be submitted in three (3) paper copies and one (1) copy on CD.

I. CONTRACTOR TO SUBMIT BREAKDOWN AND CONSTRUCTION SCHEDULE

1. In order to determine the amount of the monthly estimate, the successful Contractor shall furnish a complete breakdown of his total bid and the number of working days necessary to complete the work. The Contractor shall furnish this information within three (3) days after being requested. The breakdown will, in general, follow the outline of the specification items. Upon approval by the Engineer, the breakdown shall be the basis for calculating the amount of monthly estimates specified in Section GP-9.03 of the STANDARD SPECIFICATIONS.
2. In order to provide a definite basis for determining job progress, a construction schedule shall be prepared by the Contractor at no additional cost to the County and be submitted to the County within thirty (30) days after the Award of the Contract. Following review and approval by the Engineer, the approved schedule shall become part of the CONTRACT DOCUMENTS and shall constitute the basis for determining satisfactory progress of the work. The time of project completion shall be included in the Contractor's Construction Schedule.

3.21 PROPERTY ACCESS

- A. Completion of work for this project may require access to manholes and/or pipes located on private property. In all cases, the Contractor is to contact the property owner prior to accessing private property.

3.22 RECORD DRAWINGS

- A. During the progress of the job, the Contractor shall keep a careful record at the job site of all changes and corrections to the information shown on the CONTRACT DRAWINGS. The Contractor shall enter such changes and corrections on one set of CONTRACT DRAWINGS immediately. The record drawings shall indicate, in addition to all interior changes and corrections, the actual location referenced from two permanently fixed surface structures of all subsurface utilities installed or uncovered by him. At the time of beneficial occupancy of the facility involved under the Contract, the Contractor shall submit to the Engineer one set of

record drawings showing the aforementioned data. If the Contractor fails to maintain the record drawings as required herein, final payment, with respect to the Contract as a whole, will be withheld until proper record drawings have been furnished to the Engineer.

- B. The Contractor shall keep one copy of all CONTRACT DOCUMENTS and approved Shop Drawings at the respective site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him upon completion of the Project.

3.23 SEMI-FINAL PAYMENT

- A. If within sixty (60) calendar days from the date of conditional acceptance of the Contract, the County does not present the final quantities to the Contractor, the County will at the Contractor's request, within 15 calendar days after the aforesaid 60 calendar day period, partially pay the Contractor (without consent of surety) what is known as a semi-final payment.

3.24 SHOP OR WORKING DRAWINGS

- A. All Shop drawings and working drawings shall be identified with the following information for identification purposes, either written directly on each sheet or permanently attached thereto:
 - 1. Project Name
 - 2. Contract Number
 - 3. Submittal Number (see below)
- B. Submittals shall be numbered sequentially in the order of their original submission. Resubmissions must include original submission number and shall be sequentially lettered (e.g., 2A, 2B, etc).
- C. The Contractor shall submit for the Engineer's acceptance the requisite number of complete detailed shop drawings of all materials, equipment, accessories and appurtenances specified herein prior to the fabrication, installation or incorporation of the specified materials, equipment, accessories, and appurtenances in the work.
- D. Shop drawings are generally defined as all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrates how specific portions of the work shall be fabricated or installed.
- E. All shop drawings shall be in conformity with the CONTRACT DOCUMENTS and shall be to scale, shall be accurate, distinct and shall give all dimensions required for the fabrication, installation, and incorporation of the Specified items in the work. Whenever the location of any of the materials, equipment, accessories, and appurtenances is not shown on the CONTRACT DRAWINGS, the Contractor shall furnish prints of shop drawings for the purpose of giving the exact location in plan and in elevation of the said materials, equipment, accessories and appurtenances.

3.25 SITE INVESTIGATION

- A. The Contractor's attention is directed to Section GP-2.04 of the Standard Specifications, which is amended as follows:

The Contractor shall satisfy himself as to the nature and location of the work, general and localized conditions which will affect the prosecution of the work, particularly transportation, materials handling, storage, and disposal. The Contractor shall satisfy himself as to the physical conditions of the site, including conformation and condition of the ground, character, quantity and quality of subsurface materials which will be encountered, surface and subsurface conditions, including the presence of rock and groundwater, and all other conditions which may affect the performance or cost of the work under the Contract. Failure of the Contractor to properly acquaint himself with all available information relevant to these conditions will not in any way be cause for adjustment to the cost or schedule of the work nor relieve the Contractor from his responsibility to successfully perform the work.

3.26 SITE VIDEO

- A. Description of Work:

1. The Contractor shall videotape the entire construction route prior to construction and shall provide two (2) copies of the video to the County prior to Notice To Proceed. Cost of the video will not be a pay item, but it may be included in other items bid; and no additional compensation to the Contractor will be considered.

- B. Qualifications:

1. Color audio-video tapes must be compiled by a competent videographer actively engaged in color-video recordings of similar-type projects for municipal agencies.

- C. Ownership of Video Files :

1. All video files produced will become the permanent property of the County. The Contractor shall upload Video files to the Baltimore County FTP site. All videos must be reviewed and approved by the Baltimore County Department of Public Works and Transportation before the beginning of any construction Work
2. Any portion of the video coverage deemed unacceptable by the County must be re-televised by the Contractor at no additional cost to the County, prior to the beginning of any construction Work.

- D. MATERIALS

1. All videotaping files will be uploaded to the Baltimore County FTP site at no additional cost to the County.

- E. CONSTRUCTION REQUIREMENTS

1. Coverage of Taping:

- a. The area to be taped shall include, but not be limited to: all existing driveways, sidewalks, curbs, ditches, streets, landscaping, trees, culverts, catch basins, headwalls, retaining walls, fences, visible utilities (including telephone and electrical poles with any overhead lines crossing the site), and all buildings located within the zone of influence of construction. Of particular concern are any existing faults, fractures, defects, or other imperfections exhibited by the above-mentioned surface features. Audio description shall be made simultaneously with, and in support of, the video coverage.
2. Streets:
 - a. Streets shall be recorded from the travel lane adjacent to the work areas where the sewer is located and runs along one side of the street except where specifically noted otherwise by the County.
3. Easement Areas:
 - a. Easement areas shall be recorded for the full width of the permanent and temporary easements and all other adjacent areas lying within the zone of influence of "SURFACE" construction as directed by County. The size and locations of all easements to be taped shall be shown on the plans or otherwise supplied by the County.
4. Access Ways and/or Routes:
 - a. Any access ways and/or routes, regardless of whether they are located within a right-of-way or not, shall be recorded for the full width of the access way and/or route and all other adjacent areas lying within the zone of influence of "SURFACE" construction as directed by County. The size and locations of all ways and routes to be taped shall be shown on the plans or otherwise supplied by the County.
5. Location Information
 - a. All video files shall be appropriately named by sequence number, location, and project name in a manner acceptable to the County.
 - b. Each video file shall be supplied on a log sheet that identifies each segment by location, such as street or easement number, viewing direction, travel direction, sewer stationing, and all references by video file counter numbers and date.
 - c. A brief report and inventory of all video file segments completed, referenced by location and video file number, shall be furnished to the County upon completion of the Work and delivery to the County prior to Notice To Proceed.
 - d. All video recordings shall begin with the date and time of recording, the project name, the sheet numbers or engineering stationing as shown on the Plans, the name of the street, easement number or building address being taped, the direction of travel, and the viewing side.
 - e. Houses and buildings shall be identified visually by house or building number, when possible, in such a manner that the progress of the taping and the proposed system may be located by reference to the houses and buildings.

- f. Unless an alternate format is proposed by the Contractor and approved by the County, the Contractor shall provide the following information, in the format specified. The engineering stationing numbers must be continuous and correspond to the project sewer stationing and include the standard engineering symbols. This information must appear in the lower half of the viewing screen. Below the engineering stationing shall appear the name of the project, name of the area covered, direction of travel, viewing side, date, time, etc.
- g. In easements, local landmarks on the route or other recognizable features off to the side of the sewer routes shall be visually and audibly noted at frequent intervals to identify the camera location.

6. Entering Property

- a. If it becomes necessary to enter onto private property, the Contractor shall notify the owner of such property at least 24 hours in advance of the planned entry to obtain his permission to do so.
- b. Should the owner of the property refuse to give him permission for said entry, the Contractor shall notify the County. The Contractor is advised that he shall not enter any private property before permission is granted to do so or the County notifies the Contractor that he has gained the legal right to do so. The Contractor shall be held liable for entry made other than stated above. The Contractor shall, at his own expense, repair or restore any areas damaged during the Work of this Item.

7. Site Recording Conditions

- a. All taping shall be done during times of good visibility. No outside taping shall be done during periods of visible precipitation or when the ground area is covered with snow, leaves, or debris unless otherwise authorized by the County.
- b. In order to produce the proper detail and perspective, adequate auxiliary lighting will be required to fill in shadow areas caused by trees, utility poles, road signs, and other such objects, as well as other conditions requiring artificial illumination.
- c. The average rate of speed in the general direction of travel of the conveyance used during taping shall not exceed 48 feet per minute. Panning rates and zoom-in/zoom-out rates shall be controlled sufficiently such that playback will produce adequate clarity of the objects being viewed.
- d. When conventional wheeled vehicles are used as conveyance for taping, the distance from the camera lens to the ground shall not be less than eight (8) feet to insure proper perspective. In instances where coverage will be required in areas not accessible to conventional wheeled vehicles, such coverage shall be obtained by walking or by special conveyance approved by the County, but with the same requirements for Video files quality and content as specified herein except as may be specifically exempted by the County.

F. Measurement and Payment

- 1. This item will not be measured. No separate payment will be made for this site video, on the video files uploaded to the County FTP site, and is considered incidental to the cost of other items bid.

3.27 STEEL PLATING AND SOLID SHEETING

- A. If steel plates are used, they shall be used to cover open trenches in roadways during non-working hours. The cost for this work, material, labor, etc., shall be included in the lump sum price for Maintenance of Traffic.
- B. If steel plates are used, solid sheeting and shoring shall be used for the limits of the steel plating. The cost for this work, material, labor, etc., shall be included in the unit price bid for sanitary sewer pipe.

3.28 STORAGE AND PROTECTION OF MATERIALS

- A. The Contractor shall maintain a neat and orderly construction site at all times.
- B. The Contractor shall define the staging/storage area limits within the working limits on the CONTRACT DRAWINGS. See Section SP-01010 of these TECHNICAL SPECIFICATIONS for additional requirements. The Contractor shall be fully responsible for the security of this area(s), including fencing, watchman and other means of security. Under no circumstances will the County be responsible for the security of any property belonging to the Contractor, his subcontractors, or any of his work forces.
- C. All equipment and materials provided and work performed under this Contract shall be protected from damage before and after installation. The Contractor shall be responsible for work, equipment and materials until inspected, tested and finally accepted.
- D. During construction, the open ends of work shall be effectively closed with temporary covers or plugs to prevent the entry of foreign material.
- E. Where permanent equipment called for under this Contract is installed before the erection of adequate protective structures, the Contractor, without additional compensation therefore, shall provide approved effective and durable covers for fully protecting such equipment against damage from the elements or from any other cause.
- F. All structures, equipment, piping, and accessories and appurtenances shall be adequately supported and safeguarded against all damage or injury during performance of work under this Contract. The Contractor shall be responsible for all damage or injury resulting from his operations and shall repair such damage immediately and to the satisfaction of the Engineer.
- G. Contractor shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated material, construction equipment, and materials and equipment to be incorporated into the work shall be placed so as not to injure any part of the work or existing facilities, and so that free access can be achieved at all times to all parts of the work and to all public utility installations in the vicinity of the work. No material or equipment shall be stored within the State Highway right—of—way. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other Contractors, public travel, adjoining owners, tenants, occupants and County personnel.
- H. No delivery of materials and equipment will be accepted by the County, and all expenses incurred by the County in handling materials or equipment which have been consigned or directed to the County will be charged to the Contractor.

- I. Following completion of the work, but before final payment, the Contractor shall remove all trailers, paving, fencing and other items used by him during the construction of the project and/or contained in his storage area(s). The Contractor shall be responsible for stabilizing the area and seeding and mulching in accordance with the CONTRACT DRAWINGS.

3.31 SUBMITTALS

- A. Submittals are generally defined as all specific product shop drawings, Contractor's method for completing the work, calculations, diagrams, illustrations, catalog cut sheets, product data sheets, brochures, schedules, bills of material, and other data, certified correct for construction, which are prepared by the Contractor, their subcontractors, suppliers, distributors, equipment or product fabricators or manufacturers, and which illustrate the manufacture, fabrication, construction, installation of the work, or a portion thereof.
- B. The Contractor's attention is specifically directed to the fact that working drawings will be required, and shall be submitted, for each and every element of the work to comply with the all-inclusive intent of this requirement. Each submittal shall be assigned a sequential submission number for purposes of easy identification and tracking of the submittals, and shall retain its assigned submission number, with appropriate subscript, on all required resubmissions. Example: The Contractor's tenth (10) submittal containing four (4) different items with appropriate shop drawings or cut sheets might be numbered thus:

Submittal Number 10-01, 10-02, 10-03, and 10-04.

- C. The following stamp shall be affixed to each shop drawing submittal and be appropriately completed. All of the Prime Contractor's sub-contractor submittals shall be checked and also contain the stamp of the prime contractor. Any deviation for the Contract Drawings shall be clearly noted.

CHECKED AND APPROVED FOR SUBMISSION	
(CONTRACTOR'S NAME)	
JOB	_____
DATE	_____ BY _____
SUBMITTAL NUMBER	_____
ITEM NUMBER	_____
CONTRACT REFERENCES:	
SPECIFICATION REFERENCE:	_____

- D. Resubmittals shall be labeled with the letter "R" followed by the number of the resubmission. Example: The Contractor's tenth (10) submittal, Item 3 being resubmitted for the first time shall be displayed as: Submittal Number: 10-03-R1.
- E. All shop drawings shall be in conformity with the Contract Drawings and Special Provisions provided herein. All shop drawings except diagrams, illustrations, brochures and schedules shall be to appropriate scale, but in no case smaller than 1/4" = 1'-0", and shall give all dimensions required for manufacture, fabrication, assembly, installation and incorporation into the work. All shop drawings shall be complete, accurate and distinct, and shall show outline and section views, details, kinds of materials to be used, the kind of machine work and finish to be applied, and the installed locations of the said materials, equipment,

accessories, appurtenances and related items. Shop drawings showing field assembly of piping or lining systems shall incorporate sufficient views, sections, plans and elevations to show each and every fitting, specialty, and item of equipment, including locations and spacing of supports, buttresses and installation locations.

- F. After checking and verifying all field measurements, the Contractor shall submit to the County for approval, five (5) copies of all submittals, which shall have been checked by and stamped with the approval of the Contractor and any subcontractors (as applicable) identified as shown herein. The information shown on the submittals shall be complete with respect to dimensions, design criteria, materials of construction and other requirements as specified or shown in the Contract Documents to enable the County to review the information as required. At the time of each submission, the Contractor shall call to the County's attention, in writing, any deviations that the submittals may have from the Contract Documents.
- G. The County will check submittals with reasonable promptness, but this checking and approval shall be only for conformance with the design concept or intent of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such shall not indicate approval of the assembly or installation in which the item functions. The Contractor shall make any corrections required by the County and shall resubmit the required number of corrected copies of each submittal until approved. The Contractor shall direct specific attention to revisions called for by the County on previous submissions.
- H. It is incumbent upon the Contractor to make all modifications and/or corrections, and/or to cause such modifications and/or corrections to be made by the subcontractors, suppliers, distributors, equipment fabricators and/or manufacturers, as may be required by the County in an accurate, complete, and timely fashion.
- I. The County's review and/or approval of submittals shall not relieve the Contractor or their subcontractors from their responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the County's attention to such deviations and any implications of their deviation at the time of submission and the County has given written approval to the specific deviation, nor shall any review or approval by the County relieve the Contractor from their responsibility for product functionality and/or errors or omissions in the submittals. Submittals shall be submitted with sufficient time provided for checking, return to the Contractor, and/or resubmission as required. The words "APPROVED" or "APPROVED AS NOTED" or words of similar import placed by the County on a submittal means that all items and details of the submittal are fully approved with the exception of those items or details that are specifically marked for further action. When the submission is marked "EXCEPTIONS NOTED" it means that the material or product can probably fulfill the intent of the plans and Specifications but that enough questions or comments have arisen to require a corrected or updated submission. If the material submitted represents a product that is totally unsatisfactory and probably will not under any circumstances meet Contract requirements, it will be marked "REJECTED" and will not be reconsidered by the County. The withholding of an approval by the County of any submittal in its entirety, including required certifications, shall under no circumstances constitute a basis for delay in arranging for and proceeding with the manufacturing, fabricating, delivering and installing, in accordance with the Contract, of those items or details in such submittals which may have been approved.
- J. The Contractor's attention is specifically directed to the fact that no work shall begin, nor materials be ordered, nor any construction performed, prior to approval by the County of submittals applicable thereto.

- K. Construction performed in violation of this requirement will be neither approved nor certified for payment until applicable submittals have been approved. If the County so directs, the Contractor shall disassemble and/or remove any such construction performed prior to approval by the County of submittals applicable thereto, and the Contractor will be allowed neither additional compensation nor extension of Contract time thereto.
- L. If the Contractor orders or causes to be ordered or delivered, any materials in violations of this requirement, the Contractor does so at their own risk, and such materials shall neither be installed in the work nor stored on the site of the work. If, after submission and review of applicable submittals, the County determines that any such materials do not meet the requirements of the Contract Documents, such materials will be rejected, and the Contractor will be allowed neither additional compensation nor extension of time therefore.
- M. The Contractor's attention is specifically directed to the fact that since manufacturer's standards and procedures are subject to unilateral changes over which the County has no control, the stipulations herein are applicable, and will be enforced, even for those materials which may be specified by extraneous model or catalog number in these Contract Documents.

3.32 SUBSTITUTION OF EQUIPMENT OR MATERIALS

- A. Whenever a material, article or process is specified or described by using the name of a proprietary product or the name of a particular vendor or manufacturer followed by the phrase "or equal," the specific item mentioned shall be understood as establishing type, function, dimension, appearance and quality desired and is to be the basis upon which bids are prepared.
- B. Equipment or materials, other than those specified, will be permitted provided that, in the opinion of the Engineer, such equipment is equal to or better than that specified. Any such decision of the Engineer with respect to approval or disapproval of any equipment or material proposed to be substituted as an "or equal" is final, and the Contractor shall have no claim of any sort by reason of such decision.
- C. If the Contractor proposes to provide equipment or materials as "or equal" to those specified, it shall be his responsibility to furnish complete, specific, detailed information from the manufacturer or supplier of such equipment or material establishing conformance with the requirements of the Contract Specifications. This shall consist of an item-by-item comparison of the Contract Specification requirements with the equipment or material proposed to be furnished. In the event the Contract Specifications mention a model number or other designated manufacturer in lieu of the detailed description and manufacturer, an item-by-item comparison shall be furnished of the equipment specified under the Contract and that proposed to be substituted. The Contractor shall bear the burden of responsibility of demonstrating that the equipment or material to be substituted is equal to, or of higher quality than, that specified. Submission of incomplete, insufficient or irrelevant data as evidence of compliance with this provision shall be grounds for denial of the Contractor's request.
- D. All requests for approval of equipment and materials other than specified shall be submitted by the bidders to the Baltimore County Department of Public Works, Contract Division, in writing no less than fourteen (14) calendar days prior to the opening of bids for approval. If approved by the Department of Public Works, all bidders will be notified through an addendum to these Specifications no less than seven (7) days prior to the opening of bids. Upon extension of the opening date of the bids, the deadline for approval of equal or substitute equipment shall not be extended but shall remain fixed relative to the original date of the bid opening. Requests for changes to equipment or material must be made by the prime

bidders, and requests for such changes by manufacturers or suppliers will neither be considered nor approved.

- E. After the opening of bids, any request by the Contractor to substitute equipment or materials for those specified herein will be presumed to be for the purpose of saving money. If such a request is approved, the Contractor shall provide the County with a credit equal to the difference between the net cost to the Contractor of the article submitted and the lowest cost to the Contractor of the article specified. The Contractor shall submit these figures accompanying each substitute submittal; no request for substitution of equipment or materials will be considered without such figures.
- F. The Engineer may, at his discretion, authorize use of substitute items or materials at greater, less or equal cost to those specified when required due to the Contractor's inability to obtain specified equipment or materials in a timely manner where unreasonable delays to the progress of the work may result.
- G. In the case of the two (2) aforementioned paragraphs, the Contractor shall submit a written request for permission to use substitute equipment or materials, furnishing full information as to the costs of the items or materials specified and the substitute item or material. Such information shall be of sufficient detail to permit verification by the Engineer of the costs submitted. If approved by the Engineer, written authorization for credit to the County or payment to the Contractor will be made based on the cost difference between the specified item and the substitute item.
- H. All decisions of the Engineer with regard to credits to the County, payments to the Contractor or equipment and materials to be substituted, shall be final

3.33 TEMPORARY STRAW MULCHING

- A. All non-paved areas disturbed (except wetlands) will receive temporary straw mulching. Temporary mulching will be placed after completion of sewer construction and before final restoration. Areas subject to redisturbance shall receive temporary mulching as directed by the Engineer. (Wetlands will be restored as noted on drawings and will not be redisturbed.)
- B. No separate measurement or payment will be made for temporary straw mulching or temporary wood cellulose mulching and cost shall be incidental to temporary seeding.

END OF SECTION

SECTION SP-02600

SANITARY SEWERS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Sanitary sewers shall be constructed in accordance with Sections 361 and 905 of the STANDARD SPECIFICATIONS, CONTRACT DRAWINGS AND Standard Details, except as modified by these Special Provisions.

PART 2 - MATERIALS

2.01 PVC PIPE

- A. Provide PVC pipe, wyes, fittings and appurtenances in accordance with Section 905 of the STANDARD SPECIFICATIONS.

PART 3 - CONSTRUCTION

3.01 LAYING PIPE

- A. Refer to Section 361.03.01 of the STANDARD SPECIFICATIONS.

3.02 HOUSE CONNECTIONS

- A. Wye fittings shall be positioned along the sewer main alignment to accommodate the reconnection of the existing house connections. Provide elbows, fittings, short lengths of pipe, couplings and all incidentals necessary to reconnect the existing house service connections to the new sewer main.

3.03 ACCEPTANCE TESTING

- A. Refer to Section 361.03.02 of the STANDARD SPECIFICATIONS.

3.04 INSPECTION

- A. Complete TV inspection in accordance with Section 300.03.06 of the STANDARD SPECIFICATIONS.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Sanitary Sewers shall be measured horizontally along the centerline of the trench from center-to-center of manholes and through fittings.
- B. Reconnection of house connections shall be measured on a per each basis.

4.02 BASIS OF PAYMENT

- A. Payment for Sanitary Sewers shall be made at the contract unit price per linear foot completed. Pricing shall include, but shall not be limited to, the following: labor and

materials; permits; resident notifications and access requirements; bypass pumping/flow control; removal and disposal of existing sewer pipe and manholes; furnishing and placing pipe, wye fittings and joining materials; unclassified excavation and refill; removal, storage and re-handling of excavated materials; bracing; No. 6 aggregate bedding; sediment and erosion control; excavation and shoring; excavation steel plating; dewatering; manhole connections; reconnection of existing upstream sewers to new MH-278; connection of new sewer to existing City manhole TCM-158; acceptance testing; post-installation TV inspection; backfill and compaction; pavement removal and disposal; and all items necessary to successfully complete the sanitary sewers as specified herein or as required to complete the work.

- B. Payment for reconnection of house connections to the new sewer shall be made at the contract unit price per each installed. Pricing shall include, but shall not be limited to, labor and materials; pipe, fittings, and joining materials from termination of existing house service connection to the wye fitting at the mainline sewer; and all items necessary to successfully complete the reconnection of house connections as specified herein or as required to complete the work.

END OF SECTION

SECTION SP-02740

BYPASS PUMPING / FLOW CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Where indicated on the Drawings, the Contractor shall bypass sewage flow in order to perform all proposed Work without interference of existing sewage flow, while maintaining sewer services to existing customers within the project limits and upstream tributary areas.
- B. Violations from sewage spills shall be the sole responsibility of the Contractor and must be reported to the County Inspector and the Baltimore County Bureau of Utilities immediately in order that the County may report to the Maryland Department of the Environment. Contractor must complete and submit to the County Inspector an Incident Report, which is included in this section. The "Basement - Sewage Backup Report" shall be used for basement back-ups. The "Sewage Overflow Report" shall be used for all other back-ups, stoppages, and/or overflows.

1.02 REFERENCES

- A. All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.

1.03 SUBMITTALS

- A. The Contractor shall submit to the County a detailed plan and description outlining all provisions and precautions that the Contractor shall take regarding the handling of wastewater flows throughout construction. The plan shall be submitted to the County for review and approval at least seven (7) days prior to commencing work on each portion of the system to be bypassed. Flow control includes, but is not limited to, plugging, bypass pumping or trucking as deemed appropriate for the work performed. The plan must be specific and complete, and shall include, but not be limited to, the following details:
 - 1. Schedule for installation and maintenance of bypass pumping system.
 - 2. Staging areas for pumps and site access point(s), including design plans and computation for access to bypass pumping locations. Contractor shall indicate locations on the drawings.
 - 3. Bypass pump sizes, including calculations to validate size selected, capacity, number of each size to be on site, and power requirements.
 - 4. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted).
 - 5. Road crossing details, where applicable.
 - 6. Sewer plugging methods, type of plugs, and bypass time duration for each sewer section.
 - 7. Size, number, length, material, location and method of installation for suction and discharge piping.

8. Sections showing suction and discharge pipe depth.
9. Method of noise control for each pump and/or generator.
10. Standby power generator size and location.
11. Downstream discharging plan.
12. Methods of protecting discharge manholes or structures from erosion and damage.
13. Restraining lengths for piping. Thrust blocks will not be allowed as a method of restraint for bypass pumping systems.
14. Temporary pipe supports and anchoring required.
15. Location of fuel tank(s) and other potential contaminants.
16. Reliability methods including float switches, visual and audible alarms, and pump controls.
17. Overflow Prevention, Contaminant and Cleanup Plan.
18. Procedures to monitor upstream mains for backup impacts.
19. Procedures for setup and breakdown of pumping operations.
20. In some instances as indicated on the contract drawings, the Contractor will be required to provide temporary sewer service to individual homes or groups of homes while construction of the replacement mainline sewer is being performed. Contractor shall submit details of proposed methods and procedures for providing temporary sewer service for individual homes or groups of homes that must be temporarily disconnected from the mainline sewers during construction of the replacement sewer.
21. Emergency plan detailing procedures to be followed in event of pump failures, generator failures, sewer overflows, service backups, and sewer spillage. Maintain a copy of this emergency plan on site for the duration of the project

PART 2 - MATERIALS

2.01 GENERAL

- A. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- B. The Contractor shall provide the necessary operating controls for each pump.
- C. The Contractor shall provide either bypass redundancy for the largest pump or a minimum of 50% pump capacity of the total required flow within the system, whichever is greater with respect to flow volume. The intent of the redundant pump capacity is to ensure adequate back-up pumps are immediately available to the system. Back-up pumps shall be on-line, isolated from the primary system by a valve. Keep and maintain spare parts for pumps and piping on site, as required. Maintain adequate hoisting equipment and accessories on site for each pump.

- D. Pumps shall be fully automatic, self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps shall also be electric or diesel powered and constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.
- E. Discharge Piping. In order to prevent the accidental spillage of sewage, all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Only materials that withstand pressures greater than the peak bypass system pressures, as determined according to flow calculations and system operating calculations, may be used. All materials shall be suitable for contact with domestic sanitary sewage. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the County. The bypass pumping system shall be 100% watertight. The Contractor shall perform leakage and pressure tests on discharge piping using clean water, before operation.
- F. Bypassed flows shall be discharged to the sanitary sewer system, trucked using appropriate watertight vehicles or watertight containers, or otherwise handled to prevent flows from interfering with the work to be performed on that portion of the system.

PART 3 - CONSTRUCTION

3.01 PREPARATION

- A. As part of flow control plans, the Contractor shall be responsible for notifying sewer customers where that service will be disturbed during all stages of work. The Contractor shall advise the customers by written notice that service may be interrupted. Service shall promptly be restored and will not be shut off for more than one (1) hour.
- B. The Contractor shall furnish all labor, materials, equipment and supplies, and shall perform all work related to the control of sewage flow where indicated on the Drawings. The Contractor shall provide all pumps, piping, plugs and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities and areas disturbed to conditions equal to or better than pre-construction conditions and to the satisfaction of the County. Flow control and routing methods shall be subject to review by the County prior to work commencing on each portion of the system.
- C. The Contractor is responsible for locating any existing utilities in the area where the Contractor selects to locate the bypass pipelines. The Contractor shall locate his bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the County and affected utility agencies. All cost associated with relocating utilities and obtaining all approvals are considered incidental and shall be paid by the Contractor.
- D. When working inside a manhole or sanitary sewer main, the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres, and confined spaces.
- E. The Contractor is responsible for obtaining any approvals for placement of the temporary pipeline within public ways from the Maryland State Highway Administration, Baltimore County and/or Baltimore City.

- F. Transport, deliver, handle, and store pipe, fittings, pumps, ancillary equipment and materials to prevent damage and following the manufacturer's recommendations. Inspect all material and equipment for proper operation before initiating work.
- G. Material found to be defective or damaged due to the manufacturer or shipment shall be repaired or replaced, as recommended by the manufacturer, at no cost to the County.
- H. Remove manhole sections or make connections to existing sewer and construct temporary bypass pumping structures as required to provide adequate suction conduit.

3.02 PLUGGING AND BLOCKING

- A. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. Sewer line plugs shall be inserted into the line upstream of the proposed Work. The plugs shall be so designed that all or any portion of the upstream flow can be released. When plugging or blocking is no longer needed for performance and acceptance of work remove it, in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.

3.03 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, the Contractor shall supply all necessary pumps, conduits, engines, and other equipment to divert the flow around the pipe section in which work is to be performed. The contractor shall calculate the maximum carrying capacity of the system to be bypassed. The Contractor shall have backup equipment available should the primary system fail, and the pumping/bypass system shall be adequate in size to handle the existing peak use flows and additional flows that occur with rainstorms or snowmelt events.
- B. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up, maintain, and operate the pumping and bypassing system at all times. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24 hour basis, engines shall be equipped in a manner to keep noise to a minimum, as specified in the paragraph below.
- C. The Contractor shall select pumping/bypassing equipment that will not have excessive noise levels and shall be restricted to a maximum of 69 decibels (dB) at a distance of thirty (30) feet.
- D. Unless otherwise approved by the County in writing, the bypass system shall remain in place until all pipelines, manholes, and lateral construction has been completed and tested. If tasks are not complete as per the Contract Documents, full compensation will not be received for that respective task. The County will not incur costs for remobilization of the bypass system due to Work deemed unacceptable.

3.04 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. The Contractor shall be responsible for any damage resulting from his flow control operations.

- B. When flow in a sewer line is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plugs and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass from traffic, vandalism, or other possible sources of damage.
- C. Should any liquid or solid matter from the sewer collection system be spilled, discharged, leaked or otherwise deposited to the open environment or private property, including but not limited to basements, as a result of the Contractor's flow control operations, he shall be responsible for all cleanup and disinfection of the affected area and all associated costs, including any fines or penalties resulting from the discharge. The Contractor shall also be responsible for notifying the Inspector and performing all required cleanup operations at no additional cost to the County. Any sewer spills shall be reported within 24 hours to the Inspector and Baltimore County Bureau of Utilities (at 410-887-7415) and an Incident Report shall be completed and provided to the County Inspector.

PART 4 – MEASUREMENT AND PAYMENT

4.01 Measurement and Payment

- A. This item will not be measured and no separate payment will be made for bypass pumping/flow control. The cost of bypass pumping/flow control shall be included in the prices bid for sewer construction items in the proposal.

END OF SECTION
(2 attachment pages follow)



**BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS
BASEMENT – SEWAGE BACKUP REPORT**
E-mail completed form with pictures to: utilities@baltimorecountymd.gov

DATE _____ RESPONSIBLE PARTY _____

AREA _____ SEWER LINE SEGMENT(S) ID _____

OWNER/RESIDENT _____ PHONE #1 _____

ADDRESS _____ ZIP _____ PHONE #2 _____

DESCRIBE DAMAGE TO BASEMENT (PICTURES REQUIRED) _____

CAUSE FOR BACKUP: _____

WHO CLEANED BASEMENT _____

TIME STARTED BASEMENT _____ FINISHED BASEMENT _____

DESCRIBE WORK DONE _____

HOW WAS WASTEWATER DISPOSED OF: _____

OTHER PROPERTIES/ADDRESSES AFFECTED _____

REMARKS: _____

GALLON CALCULATION: LENGTH _____ (FT) X WIDTH _____ (FT) X DEPTH _____ (NOTE: 1" = .083)

X 7.48 = _____ # GALLONS

REPORT PREPARED BY:

PRINT NAME _____ SIGNATURE _____

SEWAGE OVERFLOW REPORT
BALTIMORE COUNTY BUREAU OF UTILITIES

OVERFLOW Location – FULL address		
Manhole(s) # or Segment(s):		
Zip Code:		
Estimated Overflow of Gallons:	SSA:	
Name and Type of Facility: MH / Pipe / Force Main / PS / WWTP		
Cause of Overflow:		
Date Overflow Occurred:	Time Started:	Time Stopped:
Ongoing or Repaired:	Duration:	
Correction:		
Type of Clean up or Mitigation:		
Additional Comments:		
Contractor's Contact Name:		
Contractor's Contact Number:		
Contractor's Signature:	Date:	
Inspector's Name:		
Inspector's Contact Number:		
Inspector's Signature:	Date:	

APPENDIX A - GEOTECH REPORT

GEOTECHNICAL SUBSURFACE INVESTIGATION REPORT

Overbrook Road Relief Sewer Extension Baltimore County, Maryland



PREPARED FOR:

AECOM
7 St. Paul Street, 17th Floor
Baltimore, MD 21202

PREPARED BY:



AB CONSULTANTS, INC.
9450 ANNAPOLIS ROAD
LANHAM, MARYLAND 20706

May 30, 2025



May 30, 2025

Attn: Ms. Ariadna Risher, PMP
AECOM
7 St. Paul Street, 17th Floor
Baltimore, MD 21202

**REF: Report of Subsurface Investigation and Studies
Overbrook Road Relief Sewer Extension
Baltimore County, Maryland
AB Job No. 2022134-D**

Dear Ms. Risher,

AB Consultants, Inc. (ABC) is pleased to submit this soil report containing the results of the geotechnical investigation for the above-referenced project. To obtain information of the subsurface conditions, a total of two (2) 15 and 20-foot-deep soil borings were drilled at the site. The purpose of this study was to explore the subsurface conditions for the proposed sanitary sewer line replacement project. The following report sections discuss the results of field and laboratory studies, design recommendations and construction methods for the proposed improvements.

All samples obtained from the soil test borings will be retained in our laboratory for a period of thirty (30) days from the date of this report. They will be available for inspection during this period. After that time, the samples will be discarded.

It has been a pleasure serving you on this project. If you have any questions regarding this report, or if we can be of further service in any way, please contact us.

Very truly yours,
AB Consultants, Inc.

Carlos Parra, E.I.T.
Project Engineer

Andinet Tolla, P.E.
Geotechnical & CMI Services

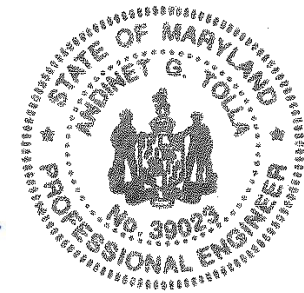


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1.0 INTRODUCTION

1.1 General

This report summarizes the findings of the subsurface exploration and laboratory testing conducted for the proposed sanitary sewer line replacement project in Catonsville, Maryland. The project involves replacing approximately 710 linear feet of existing 8-inch sanitary sewer line with 15-inch PVC pipe, extending between existing Manhole No's. 278 and TCM158. Additionally, five (5) existing manholes within this section are scheduled to be replaced with new structures. This study was conducted for AECOM and has been performed in general accordance with our revised proposal dated October 22, 2024, and subsequent conversations.

1.2 Scope of Work

The investigation of existing subsurface soil conditions at the site consisted of the following:

- Planning and executing subsurface exploration programs to evaluate soil conditions for the proposed sanitary sewer improvement project.
- Performing laboratory tests on soil samples obtained from the borings.
- Providing a geotechnical report that includes field findings, laboratory test results and geotechnical recommendations to assist in the design.

1.3 Site Location

The project site is situated along Overbrook Road in Catonsville, Maryland, with the two borings drilled at or near its intersection with Medwick Garth South.

2.0 FIELD ACTIVITIES AND SUBSURFACE EXPLORATION

2.1 Soil Borings

To obtain information of the subsurface conditions, a total of two (2) soil borings were drilled at the project site. Since the proposed sanitary sewer pipeline under this task ties into two distinct contracts at each end – Contract 18170 SXO (SB-1) at the north end and Contract 09067 SXO (B-03) at the south end - the borings for this project are designated as B-02 and B-04. Borings were drilled to depths of 15 and 20 feet below existing grade on May 5, 2025. Soil borings were staked out in the field by ABC; in

addition, all field drilling operations were managed and supervised by ABC. A site location map and boring plan are included in Appendix B and C, respectively.

2.2 Subsurface Investigation

Borings for this project were drilled utilizing a CME-45 series truck-mounted drilling rig. Test borings were advanced using hollow-stem augers and soil samples were obtained using the Standard Penetration Test (SPT) procedure in accordance with ASTM D1586. SPT samples were obtained from each boring at depth intervals of 2.5 feet within the top ten feet, and at 5-foot intervals, thereafter. A representative portion of each split spoon sample was placed in a glass jar and was transported to our laboratory. In addition, bulk samples were collected at both locations.

In the split-barrel sampling procedure, a 2-inch O.D. split-barrel sampling spoon is driven into the ground with a 140-pound hammer, free falling a distance of 30 inches. The blows required to advance the sampling spoon to a specified distance are reported as the penetration resistance values. The values are shown on the boring logs at the depths of their occurrence. The N-value is the sum of standard penetration resistance values that advanced through the last 12 inches of sampling. The N-value is an indication of the relative density of in-place granular soils and, to a lesser degree of accuracy, the consistency of cohesive soils.

Groundwater levels were monitored in both borings. Samples obtained from the borings were inspected by a geotechnical engineer and the field logs were edited accordingly. The final logs indicating the encountered subsurface conditions are included in Appendix D.

3.0 **LABORATORY TESTING PROGRAM**

3.1 Laboratory Testing Program

Laboratory tests were performed on selected representative samples. Natural moisture contents were performed on all soil samples, and the results are included in the boring logs. Atterberg limits, sieve analysis, and modified proctor tests were conducted on selected samples. Atterberg limit results are shown in the boring logs at their corresponding sample depths. The Atterberg Limits chart, gradation curves, and proctor results are presented in Appendix E.

3.2 Laboratory Results

Results of the modified proctor laboratory tests are summarized in the following table. Other pertinent soil data are presented in the boring logs and Appendix E.

RESULTS SUMMARY OF MODIFIED PROCTOR TESTS								
Boring No.	Sample Depth (ft)	Atterberg Limits			Passing #200 Sieve (%)	Modified Proctor Test		Soil Classification
		LL	PL	PI		Max. Dry Density (pcf)	Opt. Moist. Content (%)	
B-02	2 to 6	47	26	21	57.3	114.8	16.2	A-7-6

4.0 GENERAL SITE AND SUBSURFACE CONDITION

4.1 Site Condition

Soil borings were drilled along Overbrook Road, at or near its intersection with Medwick Garth South, in Catonsville, Maryland. The site is located just west of the Baltimore City and Baltimore County boundary, between the arterial road MD-144 (Frederick Road) and the collector road Edmondson Ridge Road. Both soil borings were performed in the roadway; Boring B-02 was conducted in front of 42 Overbrook Road, while B-04 was drilled at the intersection with Medwick Garth South. In general, residential property consisting of single-family detached and multi-family dwellings are found in the immediate vicinity. Moreover, the Baltimore National Cemetery is found beyond MD-144 to the south. The area in the immediate vicinity of the borings is served by a range of utilities including water, sanitary sewer, gas, stormwater and electric and communication lines. Overbrook Road slopes gently downward to the south, with a steeper incline near the site of the two soil borings. The existing pavement in the vicinity shows different types and levels of distress, especially along the southbound lane of Overbrook Road, where the patching is deteriorated and has failed in several locations. Additionally, a severely degraded asphalt patch was observed on Medwick Garth South at its intersection with Overbrook Road. Refer to Photo No's. 1 and 2 below for existing site conditions.



Photo No. 1: View of Boring B-02 Looking North



Photo No. 2: View of Boring B-04 Looking South

4.2 Site Geology

According to the *Maryland Geological Map published by The Maryland Geologic Survey (1968)*, the project site appears to be located within the Baltimore Gabbro Complex Rock Formation believed to be of the Early Paleozoic to Late Precambrian age. This rock formation consists of hypersthene gabbro, with lesser amounts of olivine gabbro, norite, anorthositic gabbro, and pyroxenite. Some rocks retain well-preserved igneous minerals and textures, while others show varying degrees of alteration and recrystallization, with some fully recrystallized into new metamorphic mineral assemblages.

4.3 Subsurface Soil Condition

Soil types were grouped into the major zones noted on the boring logs. A brief explanation of the terms and notes used in the logs is included with this report. The stratification lines designating the interfaces between earth materials on the boring logs are approximate; in situ, the transitions may be gradual. Detailed soil descriptions and depth of various soil strata are given in the boring logs, together with SPT blow counts with corresponding depth. In general, the encountered soils are grouped into major types and summarized as follows:

Pavement: Asphalt pavement was encountered in both borings and ranged in thickness from 4 to 5 inches. In addition, 8 inches of gravel base was encountered underneath the asphalt in Boring B-02, and 4 inches of concrete was found beneath the asphalt in Boring B-04.

Possible Fill: A possible fill consisting of dark brown sandy clay was encountered underneath the Pavement in Boring B-04 and extended to a depth of 3

feet below existing grade. The N-value for this soil type was 7 blows per foot (bpf).

Stratum I: *Sandy Lean Clay:* Reddish-brown sandy lean clay was encountered underneath the Pavement in Boring B-02 and extended to a depth of 6 feet below existing grade. N-values for this soil type ranged from 2 to 7 bpf.

Stratum II: *Sandy Fat Clay:* Brown and tan sandy fat clay was encountered beneath Stratum I in Boring B-04 only. This type of soil extended to a depth of 6 feet below existing grade. The N-value for this soil type was 7 bpf.

Stratum III: *Sandy Silt:* Reddish-brown sandy silt with clay was encountered underneath Stratum I and Stratum II in Borings B-02 and B-04, respectively. This type of soil extended to depths of 12.5 and 12 feet below existing grade in Borings B-02 and B-04, respectively. N-values for this soil type ranged from 1 to 16 bpf.

Stratum V: *Silty Sand (Decomposed Rock):* A decomposed rock consisting of greenish-gray silty sand with rock fragments was encountered in both borings and extended to completion depth of these borings. N-values for this soil type were greater than 51 bpf.

4.4 Groundwater Observations

The boreholes were observed for the presence and level of groundwater while drilling and immediately after completion of drilling operations. As noted on the boring logs, groundwater was not encountered in any of the borings. Water level observations are presented at the lower left-hand corner of the boring logs. It is important to note that fluctuations in the level and quantity of groundwater can occur due to factors such as variations in rainfall, temperature, soil permeability and other conditions that may not be apparent at the time of measurement.

5.0 FINDINGS AND RECOMMENDATIONS

5.1 Thrust Restraints

Thrust forces resulting from hydrostatic and hydrodynamic pressure within the wastewater lines should be controlled using properly designed thrust blocks. These forces typically occur at points where the pipeline changes direction or diameter - such as at bends, tees, wyes, reducers, offsets, valves, and dead-ends - and must be resisted to prevent movement and potential failure. Thrust blocks should bear against undisturbed native soil to provide adequate resistance. A profile of the sanitary sewer line was not available during the preparation of this report, and therefore, the depths of the proposed sewer lines and manholes are unknown. However, it is anticipated that the sewer line will be installed between 6 and 12 feet below existing grade. Structures, such as thrust blocks, which are supported on the soil encountered below the invert elevation may be designed for the maximum net allowable soil bearing pressures listed in the table below.

The provided stratification designation for each boring is approximate; in situ the transitions may be gradual and different layers may be encountered. The recommended bearing values are based on a minimum factor of safety of 2.5. Based on the boring data, the engineering properties of the soils encountered at or near the anticipated elevation of the sanitary sewer line are summarized in the following table. These soil parameters are derived from laboratory test results, empirical correlations with SPT data, and relevant published information.

SUMMARY OF SUBSURFACE SOILS						
Boring No.	Depth of Sewer Line Below Existing Ground (ft)	Type of Material Encountered		Material Properties		
		USCS	N-Value Range	Estimated Effective Unit Weight (pcf)	Estimated Friction Angle (deg.)	Maximum Net Allowable Soil Bearing Pressure (psf)
B-02	6 to 12.5	ML	1 to 5	105 to 110	18 to 22	2000*
	12.5 to 20	SM (DR)	>51	120 to 125	30 to 34	6000
B-04	6 to 12	ML	16	110 to 115	22 to 24	3000
	12 to 15	SM (DR)	>51	120 to 125	30 to 34	6000

*Maximum Net Allowable Soil Bearing Pressure after soil improvements.

DR- Decomposed Rock

During drilling, very soft to soft clayey material was encountered in the top 6 feet at both borings. In addition, very loose to loose sandy silt was encountered between 6 and 12.5 feet below existing grade at Boring B-02. If any pipes or structures are to be installed at these depths, the loose soil shall be removed, replaced and compacted with suitable backfill materials. In addition, localized areas of loose material may be found during construction. In such cases, the loose material shall be excavated, removed and replaced with suitable and compacted backfill material. An allowable bearing strength of 2000 psf may be used with the compacted backfills. The bearing capacity at the final elevations should be verified in the field by the geotechnical engineer to ensure the bearing capacity at the bottom of each excavation is adequate for the design loads.

5.2 Manholes

A total of five (5) new manholes are proposed on this project. The new manholes will replace the existing structures to accommodate the new 15-inch sanitary sewer line. The bottom elevations of the proposed manholes were not provided; however, they are expected to be between 10 and 15 feet below the existing ground level. Given the expected light structural loads, the subgrade can consist of natural soil or engineered fill. For design purposes, refer to the soil parameters and allowable soil bearing capacities provided in the table in Section 5.1 above. If loose material is encountered, it should be excavated to a depth of approximately 24 inches below the manhole base, removed, and replaced with compacted stone fill, such as #57 stone.

The installation of the sanitary sewer line and manholes should be performed in accordance with the Baltimore County Public Works Standard Specifications for Construction and Materials. A qualified geotechnical engineer, or his representative, should confirm the soil strength at the location of each proposed structure prior to the placement of any structure.

5.3 Trench Stability / Excavation Support

It is anticipated that trench excavation will be required during open cut and manhole installations. All excavations should be performed in accordance with the latest Occupational Safety and Health Administration (OSHA) requirements. Sloping and benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer. The OSHA soil classification system categorizes soil and rock

deposits in hierarchy of Stable Rock, Type A, Type B, and Type C, in decreasing order of stability as follows:

- **Stable Rock** is natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.
- **Type A Soils** are cohesive soils with an unconfined compressive strength of 1.5 tons per square foot (tsf) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A.
- **Type B Soils** include (i) cohesive soil with an unconfined compressive strength greater than 0.5 tsf but less than 1.5 tsf, or (ii) granular cohesionless soils including angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam, or (iii) previously disturbed soils except those which would otherwise be classified as Type C soil, or (iv) soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration, or (v) dry rock that is unstable, or (vi) material that is part of a sloped, layered system where the layers dip into the excavation on a slope less steep than four horizontal to one vertical (4H:1V), but only if the material would otherwise be classified as Type B.
- **Type C Soils** include (i) cohesive soil with an unconfined compressive strength of 0.5 tsf or less; or (ii) granular soils including gravel, sand, and loamy sand; or (iii) submerged soil or soil from which water is freely seeping, or (iv) submerged rock that is unstable, or (v) material in a sloped, layered system where the layers dip into the excavation on a slope of four horizontal to one vertical (4H:1V) or steeper.

Based on the field and laboratory test results, silt loam to sandy loam materials were generally encountered at the site. This type of material is categorized as Type B soil in accordance with the OSHA soil classification system. Due to the general nature of these encountered soils, the maximum allowable side slopes for unsupported/free-standing

short-term excavations less than 20 feet deep in Type B soils is 1 horizontal to 1 vertical (1H:1V or 45 degrees).

For the design of any temporary retaining systems, it is recommended that a lateral earth pressure of 40 psf per foot depth be used above the water table. Below the water table, it is recommended that a lateral earth pressure of 80 psf per foot depth be employed. Allowances should also be made for any surcharge loads adjacent to the retaining structures. Soil parameters provided on Table 5 can be used for the design of lateral support systems.

5.4 Backfill

All backfill material should consist of approved material conforming to the requirements of the Baltimore County Public Works Standard Specifications for Construction and Materials. Backfills should be compacted to a minimum of 92% maximum dry density and 95% maximum dry density in the top one (1) foot. The maximum dry density of the fill should be determined in accordance with AASHTO T-180, and the field moisture content of the fill should be within $\pm 2\%$ of its optimum. The nominal loose thickness of each lift of fill material should be six (6) inches. Each lift should be properly compacted, tested and approved prior to placing subsequent lifts.

5.5 Hard/Rock Excavation

Based on the sample borings, decomposed rock was encountered in both locations. This suggests that boulders, solid rock, or additional decomposed rock could be encountered during construction. The ease of excavation will depend on the geological characteristics of the rock or hard material. Given the site conditions, the volume of work, and the type of material present, methods such as mechanical breaking, mechanical splitting, or using a backhoe/excavator-mounted jackhammer are recommended for efficient excavation.

5.6 Construction Considerations

Excavation for side walls may be open cut or will require temporary support. The soils within the project limit will support no more than a 1:1 excavation slope, therefore sheeting and shoring may be necessary.

Groundwater may be encountered in the excavation areas. If groundwater is encountered, a temporary well point system, or other suitable means, may be utilized to

dewater and lower the groundwater level for the excavation. To allow construction activities to be performed in dry conditions and to maintain a stable excavation base, the dewatering system should maintain the groundwater level within the excavation a minimum of two (2) feet below the bottom of the proposed excavation. The excavation must comply with all local, state and federal requirements for worker safety.

Positive surface drainage should be established at the start of work, be maintained during construction, and following completion of the project to prevent surface water ponding and subsequent saturation of subgrade soils. Prolonged exposure or saturation of subgrade soils by ponding or runoff water may result in significant changes in strength and compressibility characteristics. Saturated subgrade soils should be excavated and replaced with suitable materials. Any seepage into the construction excavation could be controlled by pumping from sump pits. During site preparation, surface runoff should be directed away from the construction areas.

6.0 GENERAL COMMENTS

The soil classifications presented in this report are based upon the data obtained from the soil borings performed at indicated locations and from any other information discussed in this report. This report does not reflect any variations that may occur across the site. The nature and extent of such variations may not become evident until construction. If variations do occur, the conclusion and recommendations of this report should then be reviewed by an ABC geotechnical engineer in light of the new information.

This report has been prepared for the exclusive use of our client for the specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No other warranties, either expressed or implied, are intended or made. In the event that any changes in the nature, design or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report modified or verified in writing by the ABC geotechnical engineer of record.

APPENDIX

- A. General Notes
- B. Vicinity Map
- C. Boring Plan
- D. Boring Logs
- E. Lab Test Results

A. GENERAL NOTES

Drilling and Sampling Symbols



N = Standard penetration, blows per foot of a 140 lbs hammer for 30" drop

RQD = Rock Quality Designation

LL = Liquid Limit

PL = Plastic Limit

PI = Plasticity Index

Cohesionless Soils

If the sand or silt content of a soil is great enough, the soil becomes non-cohesive or semi-cohesive. The soil classification becomes SAND or SILT with the other soil constituents being modifying.

Based on N-Value

0 to 4 Blows.....Very Loose

5 to 9 Blows.....Loose

10 to 29 Blows.....Medium Dense

30 to 59 Blows.....Dense

Over 60 Blows.....Very Dense

Cohesive Soils

If clay content is sufficient so that clay dominates soil properties, then CLAY becomes the major soil constituent as modifier. Other minor soil constituents may be added according to classification breakdown for cohesion less soils: i.e. silty clay, trace of some sand, trace of gravel.

Based on N-Value

0 to 3 Blows.....Very Soft

4 to 5 Blows.....Soft

6 to 16 Blows.....Firm

16 to 30 Blows.....Stiff

30 to 60 Blows.....Very Stiff

Over 61 Blows.....Hard

Based on Penetrometer Value

Below 0.25.....Very Soft

0.25 to 0.49.....Soft

0.50 to 0.99.....Firm

1.00 to 1.99.....Stiff

2.00 to 3.99.....Very Stiff

Over 4.00.....Hard

Quantity Modifiers

<u>Term</u>	<u>% of Dry Weight</u>
trace	0 to 10
little	11 to 20
some	21 to 35
and/with	36 to 50

Particle Size Identifications

BoulderOver 8 inch diameter

Cobbles.....3 inch to 8 inch

Gravel.....Coarse.....1 inch to 3 inch

Medium.....1/2 inch to 1 inch

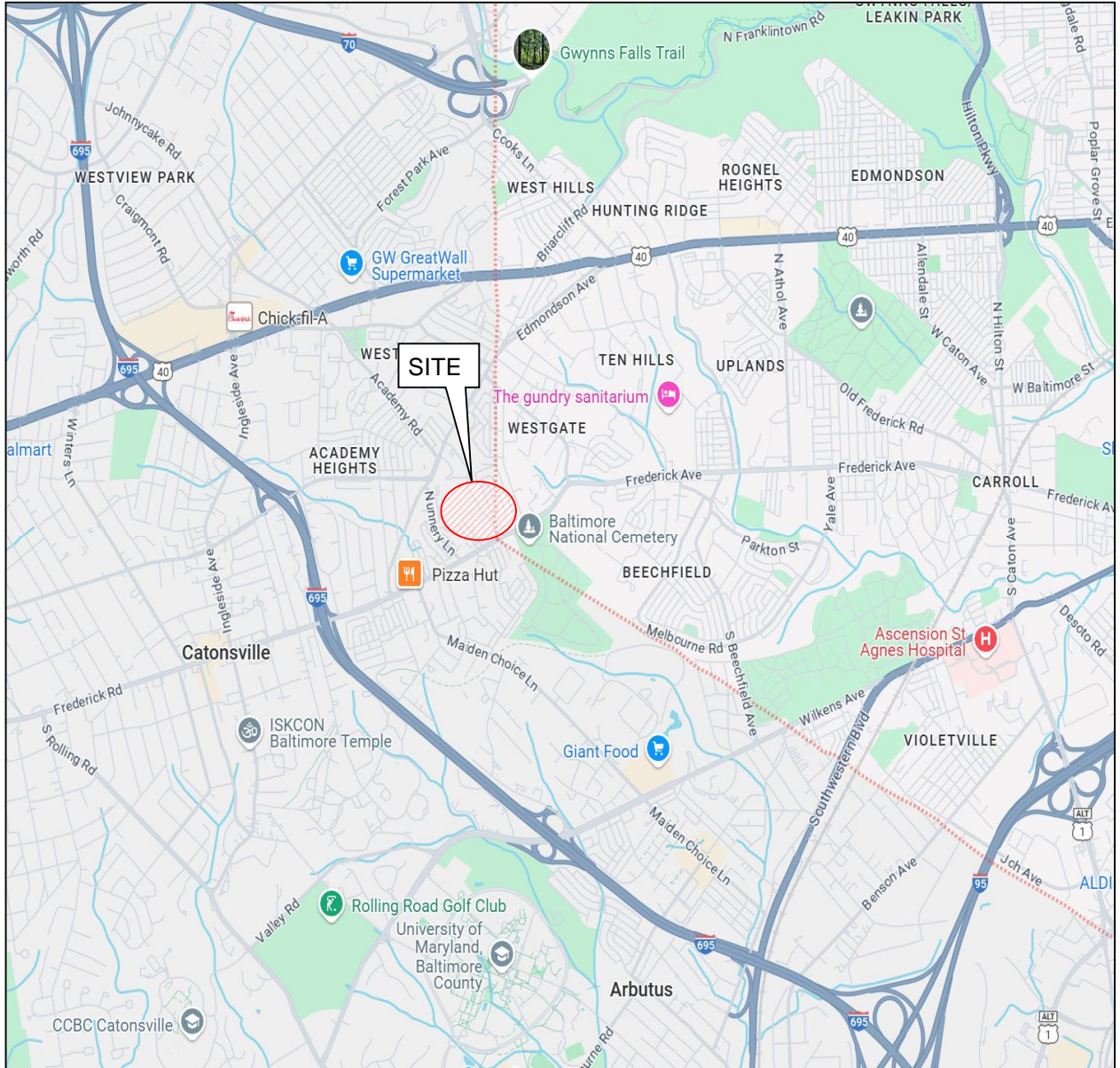
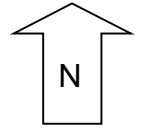
Fine.....4.75 mm to 1/2 inch

Sand.....Coarse.....2 mm to 4.75 mm

Medium.....0.425 mm to 2 mm

Fine.....0.075 mm to 0.425 mm

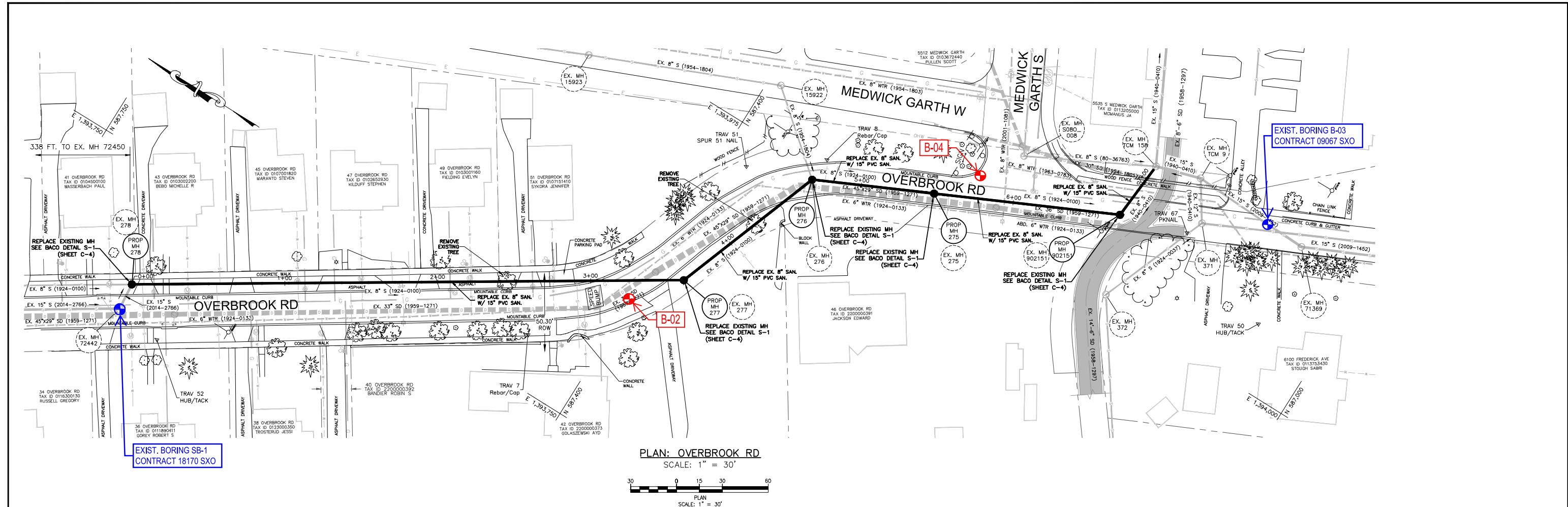
Silt/Clay.....Below 0.075 mm



B. VICINITY MAP
Overbrook Road Relief Sewer Extension
Catonsville, Maryland

JOB NO: 2022134-D
SCALE: N.T.S.
DATE: 5/23/25

C. BORING PLAN



PLAN: OVERBROOK RD
SCALE: 1" = 30'

NOTES:

- EXISTING UTILITIES HAVE BEEN LOCATED FROM THE BEST AVAILABLE INFORMATION AND ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY THE EXISTENCE, SIZE, TYPE, DEPTH AND LOCATION OF ALL UTILITIES TO HIS OWN SATISFACTION PRIOR TO STARTING ANY WORK. ANY DISCREPANCIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING WORK.
- SEE BGE FACILITIES NOTE ON SHEET G-1.
- RECONNECT EXISTING SANITARY HOUSE CONNECTIONS INTO NEW 15" SANITARY.
- SEE BYPASS PUMPING NOTES ON SHEET G-2.
- IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH THE APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS SHOWN IN PROJECT PLANS AND LISTED IN PROJECT SPECIFICATIONS.
- ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH BALTIMORE COUNTY STANDARDS.
- TOPOGRAPHIC INFORMATION WAS OBTAINED FROM THE SURVEY PREPARED BY BALTIMORE COUNTY DATED 10/03/24.

SUGGESTED SEQUENCE OF CONSTRUCTION

- TEST PIT FOR LOCATION AND ELEVATION OF ALL UTILITY CROSSINGS AND INFORM THE ENGINEER IN CASE OF ANY DISCREPANCIES.
- PRIOR TO START OF CONSTRUCTION WORK, SET UP:
 - SEDIMENT AND EROSION CONTROL MEASURES FOR EACH SECTION OF THE PIPE AND MANHOLES.
 - MAINTENANCE OF TRAFFIC AS NEEDED FOR CONSTRUCTION OF EACH SECTION OF THE PIPE AND MANHOLES.
- PERFORM BYPASS PUMPING OF EX. 8" SEWER FROM EX. MH-277 TO EX. MH TCM-9 AND FROM EX. MH-15922 (MEDWICK GARTH W) TO EX. MH-S080_008 (MEDWICK GARTH S).
- MODIFY/REPAIR EX. BRICK MH TCM-158 WALL AT INTERNAL DROP CONNECTION TO REMOVE EX. 8" PIPE AND ACCOMMODATE PROPOSED 15" PIPE.
- PROVIDE TEMPORARY SEWER SERVICE FOR HOUSE NO. 46 OVERBROOK RD.
- INSTALL 15" PIPE, PROP. MH-275, PROP. MH-276, PROP. MH-277 AND SECTION OF 15" PIPE UPSTREAM OF PROP. MH-276, REPLACING EX. 8" PIPE, EX. MH-902151, EX. MH-275, EX. MH-276 AND SECTION OF 8" PIPE UPSTREAM OF EX. MH-276.
- TEST PIPING AND MANHOLES BETWEEN PROP. MH-276 AND EX. MH TCM-158.
- RECONNECT SHC FOR HOUSE NO. 46 OVERBROOK RD. AND RECONNECT 8" SEWER FROM MEDWICK GARTH W TO PROP. MH-276.
- TEMPORARILY CONNECT EX. 8" SEWER DOWNSTREAM OF EX. MH-277 TO INSTALLED SECTION OF 15" SEWER UPSTREAM OF PROP. MH-276.
- TERMINATE BYPASS PUMPING OF EX. 8" SEWER FROM EX. MH-277 TO EX. MH TCM-9 AND FROM EX. MH-15922 TO EX. MH-S080_008.
- CONSTRUCT A TEMPORARY DIVERSION OF THE 8" SEWER 10 FT. UPSTREAM OF EX. MH-278 TO DIVERT FLOW TO EX. MH-72442. THIS 8" SEWER RECEIVES FLOW FROM 6 HOUSES (NOS. 31 THROUGH 41) ON EAST SIDE OF OVERBROOK RD. BETWEEN EX. MH-278 AND EX. MH-72450.
- PROVIDE TEMPORARY SEWER SERVICE FOR 9 HOUSES ON EAST AND WEST SIDES OF OVERBROOK ROAD (HOUSE NOS. 36 THROUGH 51) BETWEEN EX. MH-278 AND PROP. MH-276.
- PERFORM BYPASS PUMPING OF EX. 15" SEWER FROM EX. MH-72442 TO PROP. MH-276.
- INSTALL 15" PIPE, PROP. MH-277 AND PROP. MH-278, REPLACING EX. 8" PIPE, EX. MH-277 AND EX. MH-278.
- TEST PIPING AND MANHOLES BETWEEN PROP. MH-276 AND PROP. MH-278.
- RECONNECT SEWER HOUSE CONNECTIONS TO NEW SEWER AND RECONNECT EX. 8" AND 15" SEWERS TO PROP. MH-278.
- TERMINATE BYPASS PUMPING OF EX. 15" SEWER FROM EX. MH-72442 TO PROP. MH-276.

DESIGN AND DRAWING BASED ON MARYLAND COORDINATE SYSTEM: NAD 83/91 VERTICAL - NAVD 88

CONTRACT COMPLETION BOX	
CONTRACTOR:	_____
DATE COMPLETED:	_____
INSPECTOR:	_____
PIPE MATERIAL (Pressure Only):	_____

SHEET DESIGNATION	CONTRACT NUMBER
C-1	XXXX SXO
JOB ORDER NUMBER	
PROJ-10001321	
SHEET 4 OF 12	
DRAWING NUMBER	
2025-	
FILE NO.: 1	

PROFESSIONAL CERTIFICATION	AS-BUILT / REVISION	BY	DATE	P.W.A. NO.	KEY SHEET	POSITION	DRAWING SCALE	DPW AND TRANSPORTATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND. LICENSE NO. 80388 EXPIRATION DATE 01/09/2025 ENGINEER: MOUBIN AL-MALLA AECOM 7 SAINT PAUL STREET, 17TH FLOOR BALTIMORE, MD 21202 (410) 637-1700	CONTRACT COMPLETION BOX				R.O.W. NO.	GNW	75W19	SEE DRAWING NO. 2025-XXXX FOR ORIGINAL SIGNATURES
	BUREAU OF ENGINEERING AND CONSTRUCTION	TRAFFIC	HIGHWAYS	STRUCTURES	STORM DRAINS	SEWER	WATER	FIELD ENGINEER
DGN BY: APR	REVIEWED BY:	SEE DRAWING NO. 2025-XXXX FOR ORIGINAL SIGNATURES		SEE DRAWING NO. 2025-XXXX FOR ORIGINAL SIGNATURES		SEE DRAWING NO. 2025-XXXX FOR ORIGINAL SIGNATURES		
DWN BY: BJW	DATE REVIEWED:							
CHKD BY: MAM								

BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION - BUREAU OF ENGINEERING AND CONSTRUCTION

84 OVERBROOK ROAD RELIEF SEWER EXTENSION

PLAN - OVERBROOK RD

SUBDIVISION: CATONSVILLE

ELECTION DISTRICT NO.: 1

D. BORING LOGS

CLIENT: AECOM PROJECT: Overbrook Road Relief Sewer Extension

ARCHITECT/ENGINEER: SITE: Catonsville, Maryland

Northing.: Easting.: GRAPHIC LOG

SAMPLES TESTS

DEPTH (FT)	BLOWS/6" N - VALUE RQD	NUMBER	TYPE	IN. RECOVERED IN. DRIVEN	MOISTURE (%)	DRY DENSITY (PCF)	Qu (TSF)	% PASSING #200 SIEVE	REMARKS/ ADDITIONAL DATA
------------	------------------------	--------	------	--------------------------	--------------	-------------------	----------	----------------------	--------------------------

SURFACE ELEV.: 4" Asphalt

1.0 8" Gravel Base

Moist, Firm to Very Soft, Reddish-Brown, SANDY LEAN CLAY (CL)

6.0 Moist, Very Loose to Loose, Reddish-Brown, SANDY SILT (ML)

- with clay from 6 to 8.5 ft.

12.5 Moist, Very Dense, Greenish-Gray, SILTY SAND (SM) with some rock fragments (Decomposed Rock)

20.0

- End of Boring @ 20 ft

- Spoon refusal @ 19 ft

- Borehole was backfilled and patched upon completion.

LL = NP
PL = NP
PI = 0

WATER LEVEL OBSERVATIONS	
WL	Dry @ Drilling
WL	Dry, caved in at 14.5' @ 0 Hrs



AB Consultants, Inc.
9450 Annapolis Road
Lanham, MD 20706
Phone: 301-306-3091
Fax: 301-306-3092

STARTED:	5/5/25	FINISHED:	5/5/25
DRILL CO.:	ABC	DRILL RIG:	CME-45
DRILLER:	WM	ASS'T DRILLER:	
LOGGED BY:		APPROVED:	

BORING LOG AB09 2022134-D OVERBROOK ROAD RELIEF SEWER EXTENSION.GPJ AB_CONS.GDT 5/29/25

CLIENT: **AECOM** PROJECT: **Overbrook Road Relief Sewer Extension**

ARCHITECT/ENGINEER: SITE: **Catonsville, Maryland**

Northing.: Easting.: GRAPHIC LOG

SURFACE ELEV.: DEPTH (FT) SAMPLES TESTS

DEPTH (FT)	BLOWS/6" N - VALUE RQD	NUMBER	TYPE	IN. RECOVERED IN. DRIVEN	MOISTURE (%)	DRY DENSITY (PCF)	Qu (TSF)	% PASSING #200 SIEVE	REMARKS/ ADDITIONAL DATA
0.8									
0.8									
3.0	3-3-4 N=7	1	SS	18/18 100%	24				
5.0	2-3-4 N=7	2	SS	18/18 100%	28				LL = 66 PL = 23 PI = 43
6.0	12-9-7 N=16	3	SS	16/18 89%	28			61	
10.0	4-7-9 N=16	4	SS	14/18 78%	11				
12.0									
15.0	50/5"	5	SS	5/5 100%	11				
- End of Boring @ 15 ft - Spoon refusal @ 14 ft - Borehole was backfilled and patched upon completion.									

BORING LOG AB09 2022134-D OVERBROOK ROAD RELIEF SEWER EXTENSION.GPJ AB_CONS.GDT 5/29/25

WATER LEVEL OBSERVATIONS	
WL	Dry @ Drilling
WL	Dry, caved in at 10.5' @ 0 Hrs



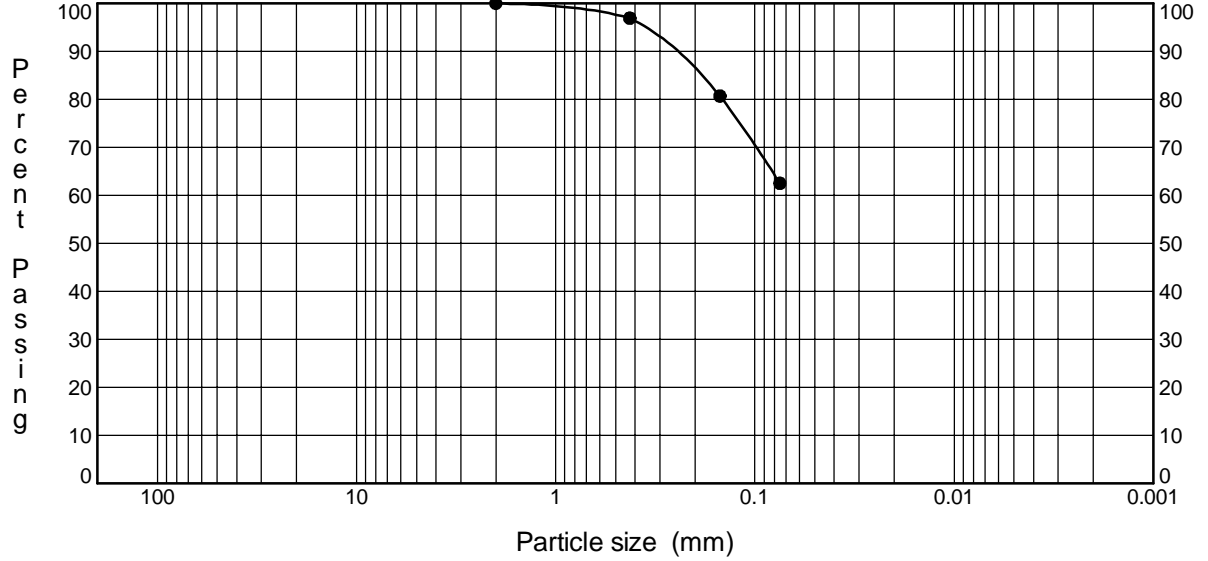
AB Consultants, Inc.
 9450 Annapolis Road
 Lanham, MD 20706
 Phone: 301-306-3091
 Fax: 301-306-3092

STARTED:	5/5/25	FINISHED:	5/5/25
DRILL CO.:	ABC	DRILL RIG:	CME-45
DRILLER:	WM	ASS'T DRILLER:	
LOGGED BY:		APPROVED:	

E. LAB TEST RESULTS

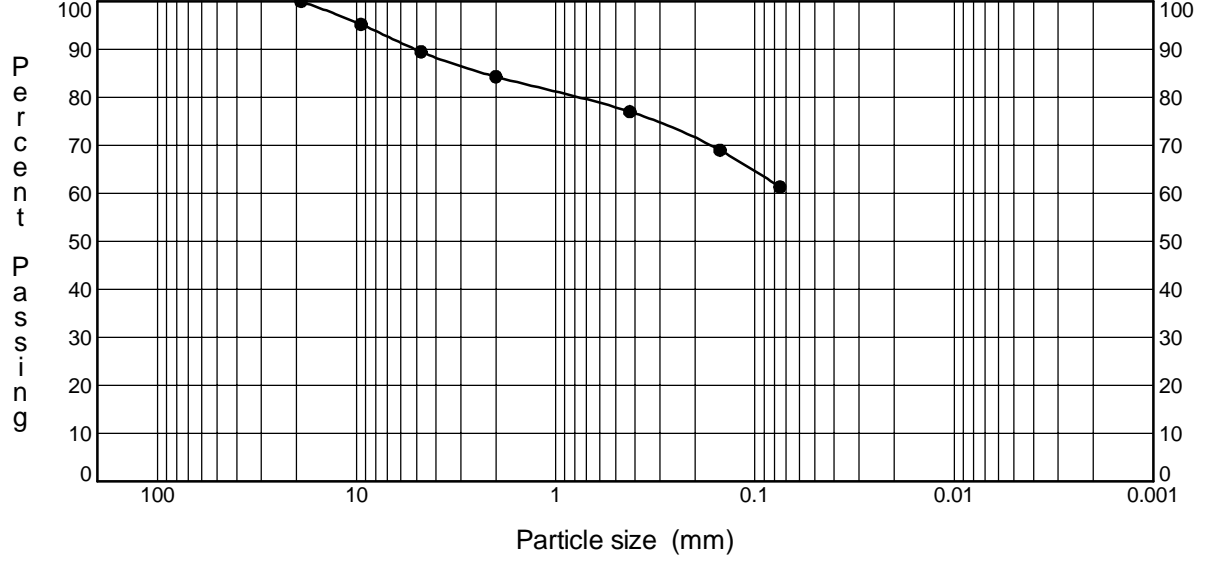
U.S. GSD_DOUBLE 2022134-D-OVERBROOK ROAD RELIEF SEWER EXTENSION.GPJ AB_CONS.GDT 5/23/25

BOREHOLE NO. **B-02** DEPTH **6.0**



Cobbles	coarse	fine	coarse	medium	fine	Silt	Clay
	Gravel						

BOREHOLE NO. **B-04** DEPTH **6.0**



Cobbles	coarse	fine	coarse	medium	fine	Silt	Clay
	Gravel						

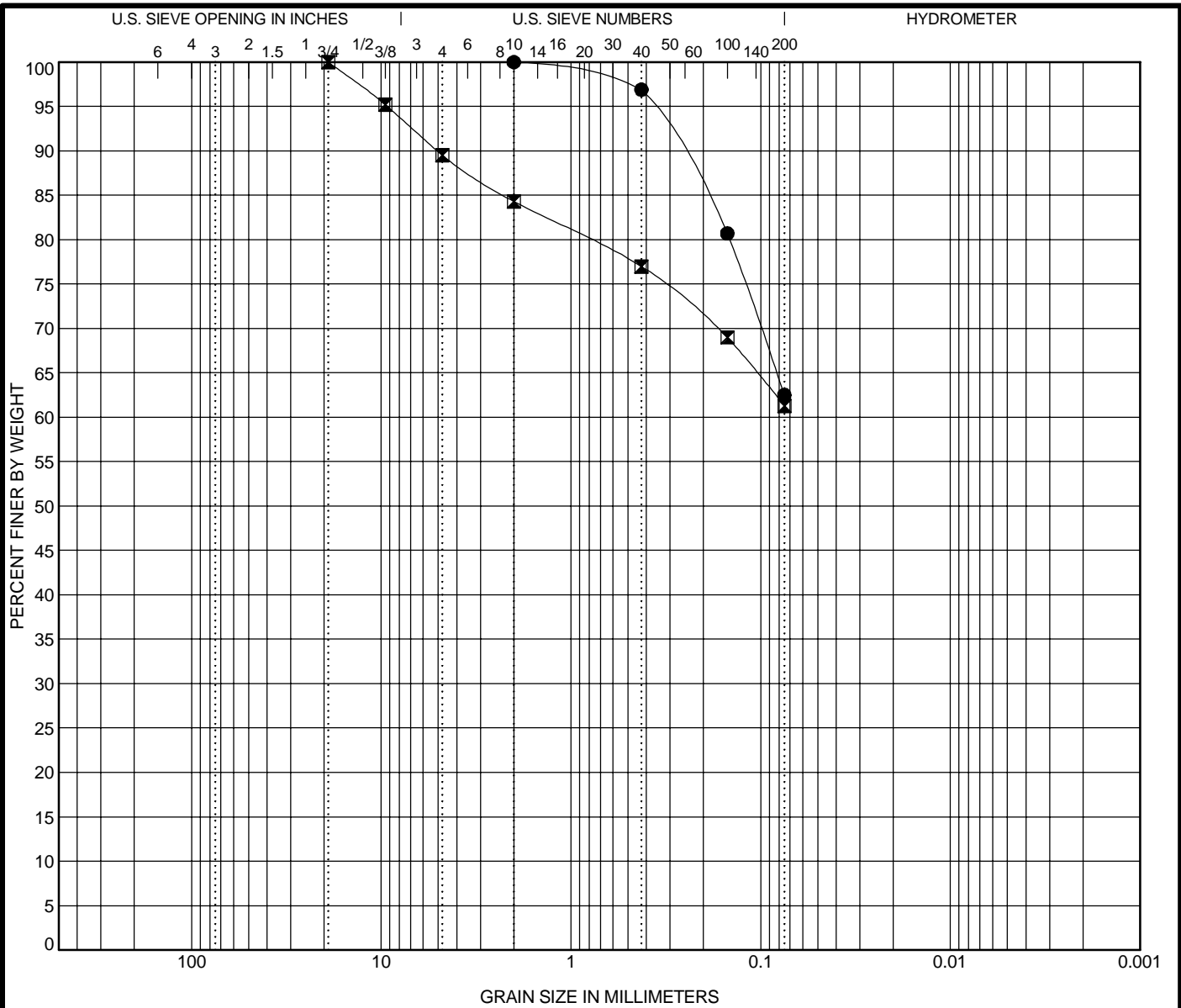


AB Consultants, Inc.
 9450 Annapolis Road
 Lanham, MD 20706
 Phone: 301-306-3091
 Fax: 301-306-3092

GRAIN SIZE DISTRIBUTION

CLIENT: AECOM
 PROJECT NO.: 2022134-D
 PROJECT: Overbrook Road Relief Sewer Extension
 SITE:
 Catonsville, Maryland

U.S. GRAIN SIZE 2021134-D OVERBROOK ROAD RELIEF SEWER EXTENSION.GPJ AB_CONS.GDT 5/23/25



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● B-02 6.0						
☒ B-04 6.0						

Specimen Identification	D100	D60	D50	D10	%Gravel	%Sand	%Silt	%Clay
● B-02 6.0	2				0.0	37.5	62.5	
☒ B-04 6.0	19				10.5	28.2	61.3	

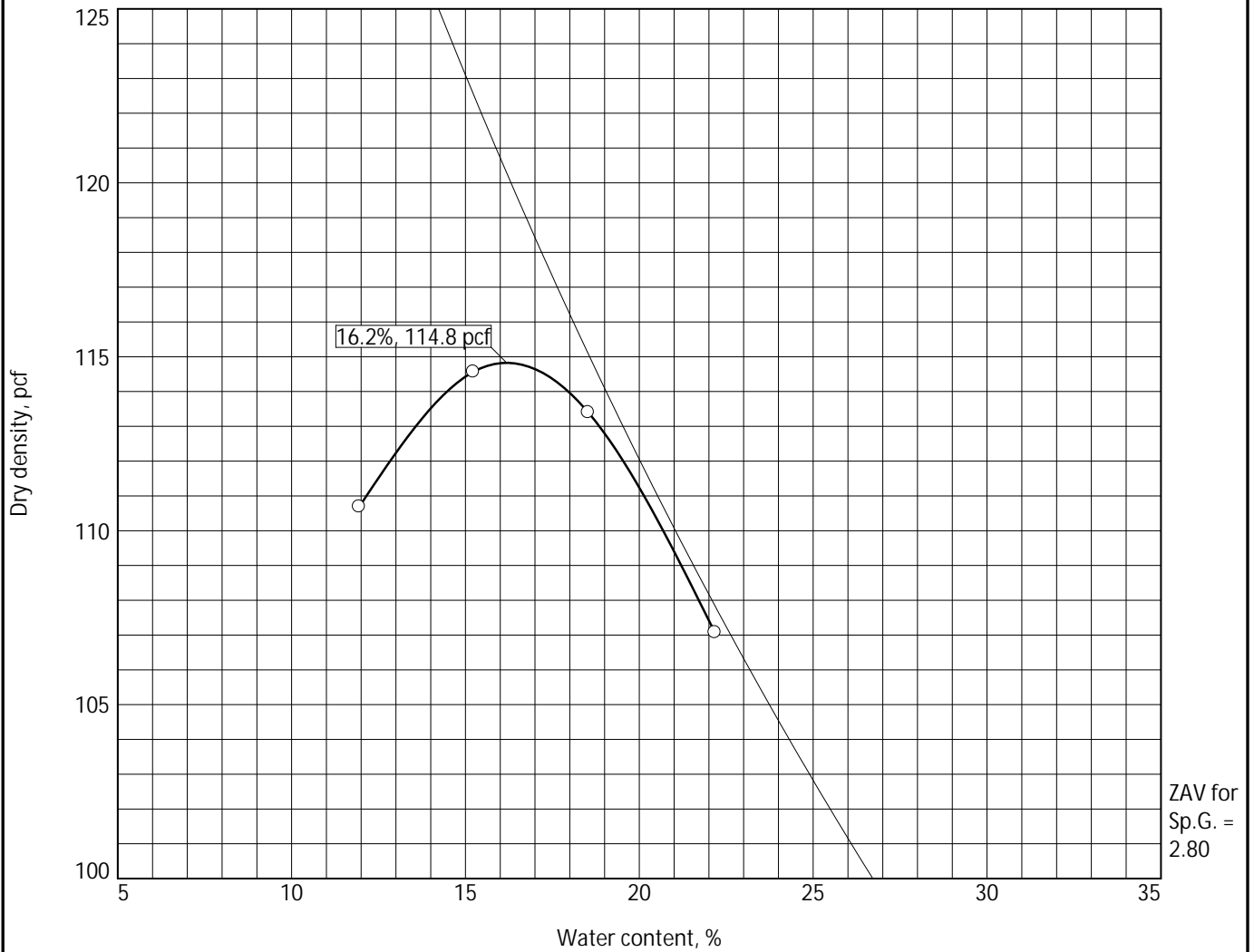


AB Consultants, Inc.
 9450 Annapolis Road
 Lanham, MD 20706
 Phone: 301-306-3091
 Fax: 301-306-3092

GRAIN SIZE DISTRIBUTION

CLIENT: AECOM
 PROJECT NO.: 2022134-D
 PROJECT: Overbrook Road Relief Sewer Extension
 SITE: Catonsville, Maryland

COMPACTION TEST REPORT



Test specification: ASTM D 1557-07 Method A Modified

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > #4	% < No.200
	USCS	AASHTO						
2 to 6 ft	CL	A-7-6(10)	22.5	2.8	47	21	15.4	57.3

TEST RESULTS	MATERIAL DESCRIPTION
Maximum dry density = 114.8 pcf Optimum moisture = 16.2 %	Brown sandy lean clay with gravel
Project No. 2022134-D Client: AECOM Project: Overbrook Road Relief Sewer Extension Date: 5/15/25 Location: B-2 Sample Number: Bag	Remarks:
AB Consultants, Inc.	

Figure

Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Classification	Water Content (%)	Dry Density (pcf)	Saturation (%)	Void Ratio
B-02	1.0							36.5			
B-02	3.5							43.1			
B-02	6.0				2	63		28.5			
B-02	8.5	NP	NP	NP				27.8			
B-02	13.5							5.9			
B-02	18.5							7.4			
B-04	1.0							23.6			
B-04	3.5	66	23	43				28.0			
B-04	6.0				19	61		28.2			
B-04	8.5							11.0			
B-04	13.5							11.4			

U.S. LAB SUMMARY 2022134-D-OVERBROOK ROAD RELIEF SEWER EXTENSION.GPJ AB_CONS.GDT 5/23/25



AB Consultants, Inc.
 9450 Annapolis Road
 Lanham, MD 20706
 Phone: 301-306-3091
 Fax: 301-306-3092

Summary of Laboratory Results

CLIENT: AECOM
 PROJECT NO.: 2022134-D
 PROJECT: Overbrook Road Relief Sewer Extension
 SITE:
 Catonsville, Maryland

APPENDIX B - UTILITY TEST HOLE LOCATION REPORT

AB CONSULTANTS INC. UTILITY TEST HOLE REPORT

REPORT PREPARED BY: JACOB P DEANER

FOREMAN: NICK HEALEY

JURISDICTION: BALTIMORE COUNTY

LOCATION: OVERBROOK ROAD
260 FEET NORTH OF MEDWICK GARTH SOUTH
CATONSVILLE, MARYLAND 21228

CLIENT PROJECT • PROJ-10001321

AB PROJECT • 2022134-D

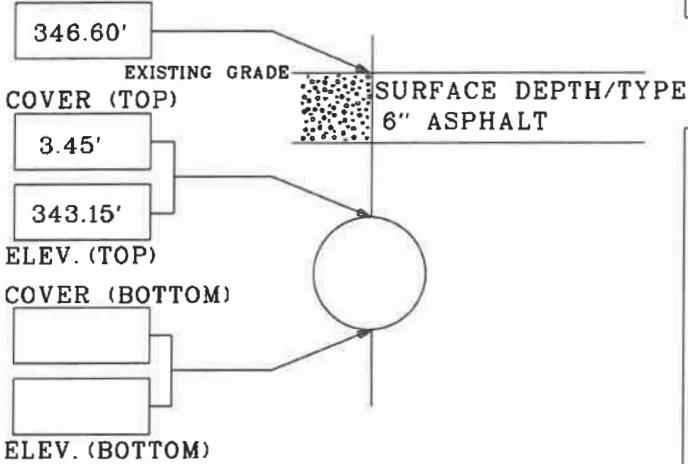
SHEET • 4 OF 12 PLAN SCALE: 1"=30'

TEST HOLE NO: TH-01 DATE DUG: 5/19/25

ANTICIPATED UTILITY: STORM DRAIN

FOUND UTILITY: OWNER/SIZE/MATERIAL/TYPE
BALTIMORE COUNTY UNKNOWN SIZE CONCRETE
STORM DRAIN.

ELEV. SURVEY MARKER



TYPE OF MARKER SET: MAG. NAIL
AT EXISTING GRADE OF: ASPHALT

SURVEY PARTY CHIEF: MIKE JONES

TEST HOLE SURVEY INFORMATION

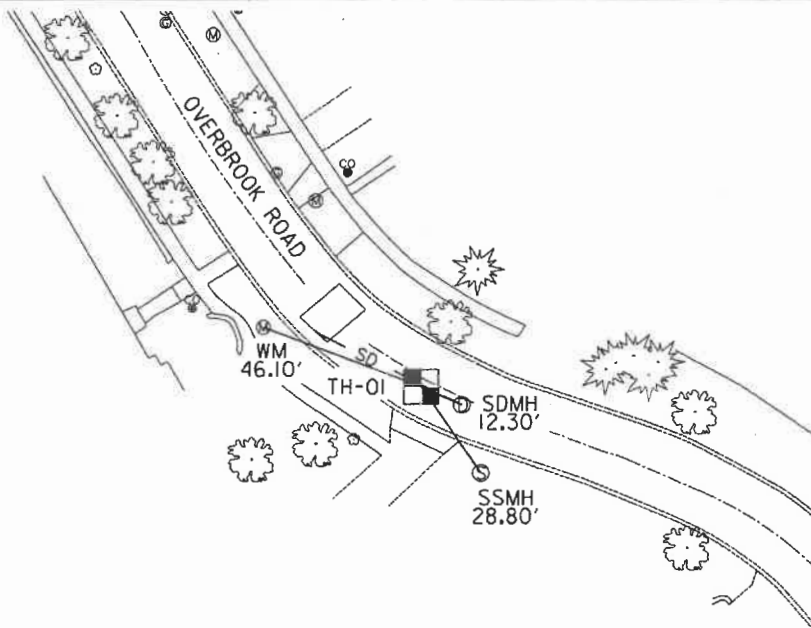
NORTHING: 587400.9847

EASTING: 1393850.6461

HORIZONTAL/VERTICAL CONTROL PROVIDED BY:
AECOM

BENCH MARK: 7 ELEV.- 352.09'

NOTES: MAG. NAIL SET OVER CENTER OF UTILITY.
UNABLE TO EXPOSE ENTIRE UTILITY DUE TO SIZE.



NAVD 88
NAD 83/91

AB CONSULTANTS, INC.
7020 TUDSBURY ROAD
BALTIMORE, MARYLAND 21244
Tel: (443) 729-2650



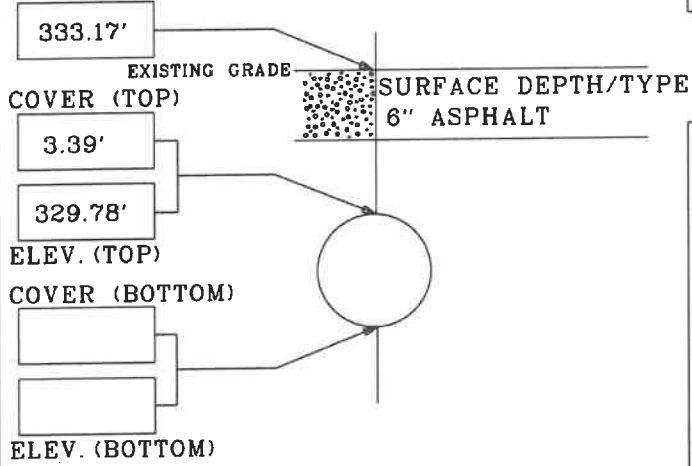
SKETCH
NOT TO SCALE:

AB CONSULTANTS INC. UTILITY TEST HOLE REPORT

REPORT PREPARED BY: JACOB P DEANER
 FOREMAN: NICK HEALEY
 JURISDICTION: BALTIMORE COUNTY
 LOCATION: OVERBROOK ROAD
 140 FEET NORTH OF MEDWICK GARTH SOUTH
 CATONSVILLE, MARYLAND 21228

CLIENT PROJECT * PROJ-10001321
 AB PROJECT * 2022134-D
 SHEET * 4 OF 12 PLAN SCALE: 1"=30'
 TEST HOLE NO: TH-02 DATE DUG: 5/19/25
 ANTICIPATED UTILITY: STORM DRAIN
 FOUND UTILITY: OWNER/SIZE/MATERIAL/TYPE
 BALTIMORE COUNTY UNKNOWN SIZE CONCRETE
 STORM DRAIN.

ELEV. SURVEY MARKER



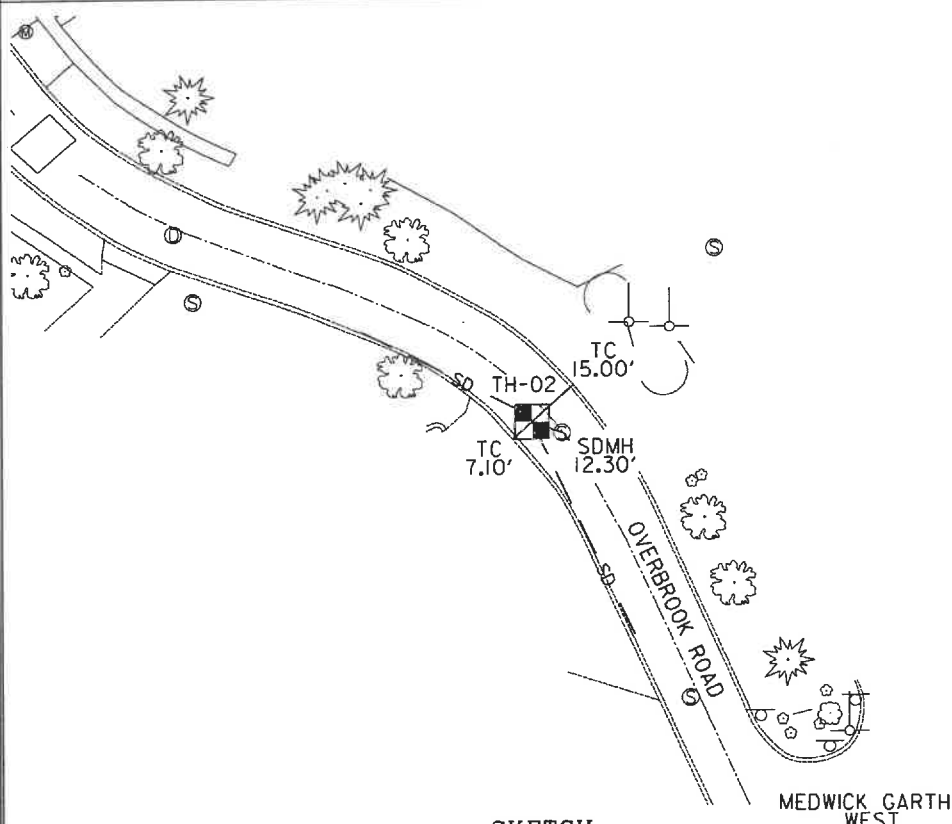
TYPE OF MARKER SET: MAG. NAIL
 AT EXISTING GRADE OF: ASPHALT

SURVEY PARTY CHIEF: MIKE JONES

TEST HOLE SURVEY INFORMATION

NORTHING: 587344.3163
 EASTING: 1393958.9859
 HORIZONTAL/VERTICAL CONTROL PROVIDED BY:
 AECOM
 BENCH MARK: 8 ELEV.- 331.10'

NOTES: MAG. NAIL SET OVER CENTER HIGH SIDE OF UTILITY.
 UNABLE TO EXPOSE ENTIRE UTILITY DUE TO SIZE.



NAVD 88

 NAD 83/91

AB CONSULTANTS, INC.
 7020 TUDSBURY ROAD
 BALTIMORE, MARYLAND 21244
 Tel - (443)-729-2650

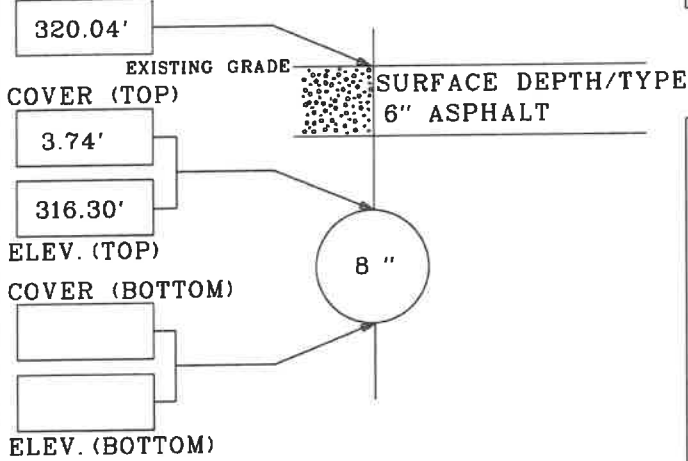


AB CONSULTANTS INC. UTILITY TEST HOLE REPORT

REPORT PREPARED BY: JACOB P DEANER
 FOREMAN: NICK HEALEY
 JURISDICTION: BALTIMORE COUNTY
 LOCATION: OVERBROOK ROAD
 AT MEDWICK GARTH SOUTH
 CATONSVILLE, MARYLAND 21228

CLIENT PROJECT * PROJ-10001321
 AB PROJECT * 2022134-D
 SHEET * 4 OF 12 PLAN SCALE: 1"=30'
 TEST HOLE NO: TH-03 DATE DUG: 5/19/25
 ANTICIPATED UTILITY: WATER
 FOUND UTILITY: OWNER/SIZE/MATERIAL/TYPE
 BALTIMORE COUNTY 8" C/I WATER

ELEV. SURVEY MARKER



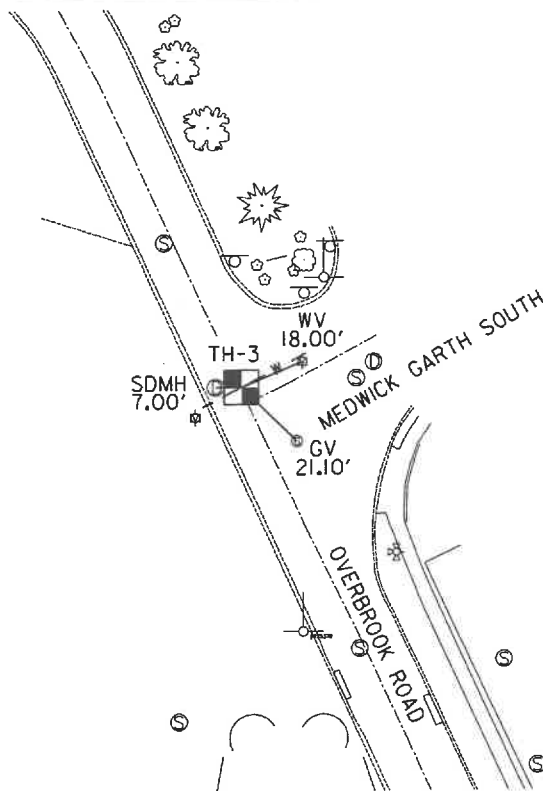
TYPE OF MARKER SET: MAG. NAIL
 AT EXISTING GRADE OF: ASPHALT

SURVEY PARTY CHIEF: MIKE JONES

TEST HOLE SURVEY INFORMATION

NORTHING: 587229.5283
 EASTING: 1394022.5058
 HORIZONTAL/VERTICAL CONTROL PROVIDED BY:
 AECOM
 BENCH MARK: 67 ELEV. - 316.94'

NOTES: MAG. NAIL SET OVER CENTER HIGH SIDE OF UTILITY.
 THE SIZE NOTED IS THE OUTER DIAMETER OF THE UTILITY.



SKETCH
 NOT TO SCALE:

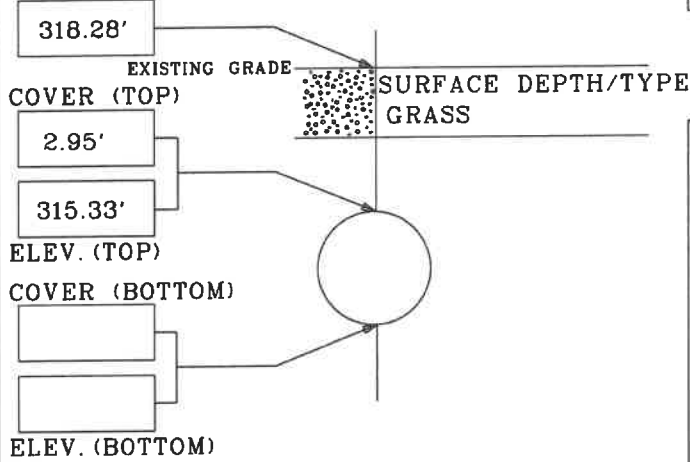

AB CONSULTANTS, INC.
 7020 TUDSBURY ROAD
 BALTIMORE, MARYLAND 21244
 Tel - (443)-729-2550



AB CONSULTANTS INC. UTILITY TEST HOLE REPORT

REPORT PREPARED BY: JACOB P DEANER	CLIENT PROJECT * PROJ-10001321
FOREMAN: NICK HEALEY	AB PROJECT * 2022134-D
JURISDICTION: BALTIMORE COUNTY	SHEET * 4 OF 12 PLAN SCALE: 1"=30'
LOCATION: OVERBROOK ROAD 90 FEET SOUTH OF MEDWICK GARTH SOUTH CATONSVILLE, MARYLAND 21228	TEST HOLE NO: TH-04 DATE DUG: 5/19/25
	ANTICIPATED UTILITY: STORM DRAIN
	FOUND UTILITY: OWNER/SIZE/MATERIAL/TYPE BALTIMORE COUNTY UNKNOWN SIZE CONCRETE STORM DRAIN.

ELEV. SURVEY MARKER



TYPE OF MARKER SET: HUB
AT EXISTING GRADE OF: GRASS

SURVEY PARTY CHIEF: MIKE JONES

TEST HOLE SURVEY INFORMATION

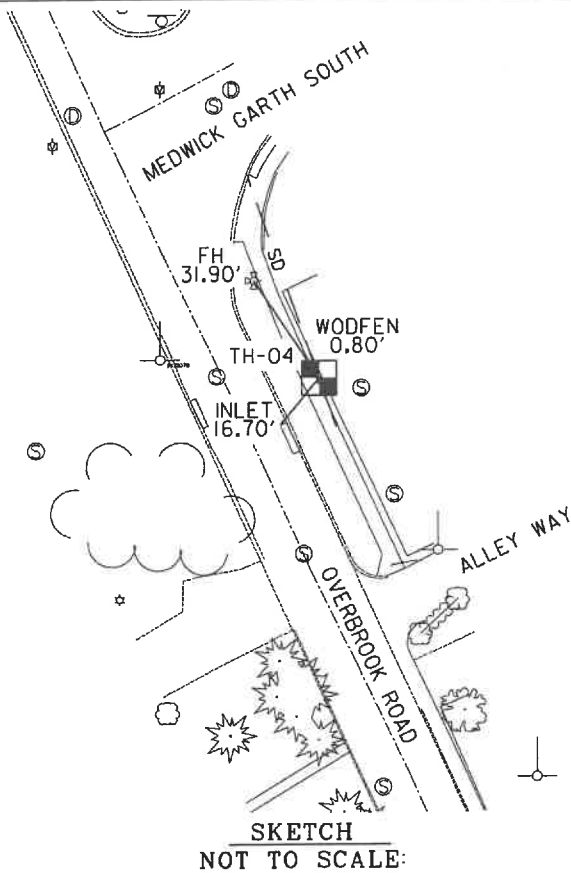
NORTHING: 587157.8228

EASTING: 1394082.3537

HORIZONTAL/VERTICAL CONTROL PROVIDED BY:
AECOM

BENCH MARK: 67 ELEV.- 316.94'

NOTES: HUB SET OVER CENTER HIGH SIDE OF UTILITY.
UNABLE TO EXPOSE THE ENTIRE UTILITY DUE TO SIZE.



SKETCH
NOT TO SCALE:

NAVD 88
NAD 83/91

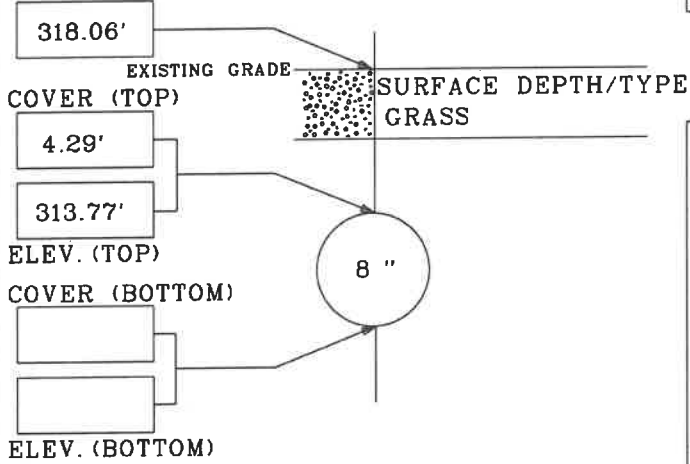
AB CONSULTANTS, INC.
7020 TUDSBURY ROAD
BALTIMORE, MARYLAND 21244
tel - (410)-729-2650



AB CONSULTANTS INC. UTILITY TEST HOLE REPORT

REPORT PREPARED BY: JACOB P DEANER	CLIENT PROJECT * PROJ-10001321
FOREMAN: NICK HEALEY	AB PROJECT * 2022134-D
JURISDICTION: BALTIMORE COUNTY	SHEET * 4 OF 12 PLAN SCALE: 1"=30'
LOCATION: OVERBROOK ROAD 80 FEET SOUTH OF MEDWICK GARTH SOUTH CATONSVILLE, MARYLAND 21228	TEST HOLE NO: TH-04A DATE DUG: 5/19/25
	ANTICIPATED UTILITY: STORM DRAIN
	FOUND UTILITY: OWNER/SIZE/MATERIAL/TYPE BALTIMORE CITY 8" C/I WATER

ELEV. SURVEY MARKER



TYPE OF MARKER SET: HUB
AT EXISTING GRADE OF: GRASS

SURVEY PARTY CHIEF: MIKE JONES

TEST HOLE SURVEY INFORMATION

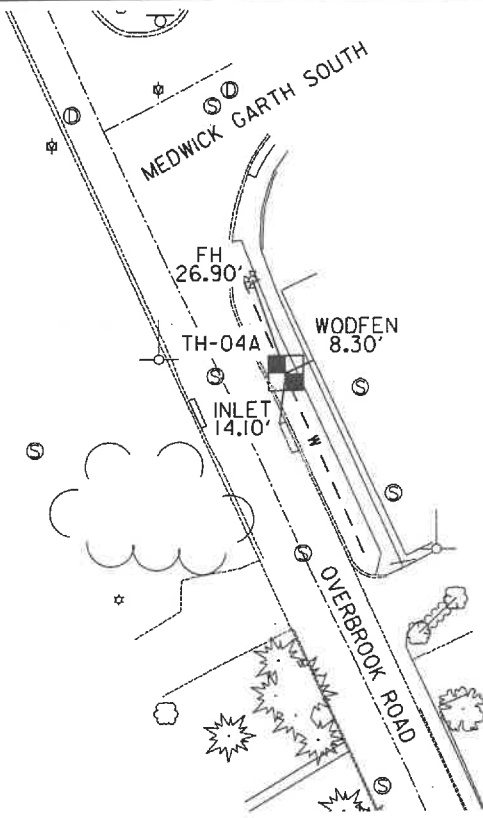
NORTHING: 587158.9641

EASTING: 1394073.5417

HORIZONTAL/VERTICAL CONTROL PROVIDED BY:
AECOM

BENCH MARK: 67 ELEV.- 316.94'

NOTES: HUB SET OVER CENTER HIGH SIDE OF UTILITY.
THE SIZE NOTED IS THE OUTER DIAMETER OF THE UTILITY.



SKETCH
NOT TO SCALE:




AB CONSULTANTS, INC.
 7020 TUDSBURY ROAD
 BALTIMORE, MARYLAND 21244
 Tel - (443) 129-2650



**APPENDIX C -
CCTV REPORT
EXISTING
MH TC - 158**



Project for tie

Surveyor Name	Chris Davis	Certificate Number	U-1017-07009781
Owner	Baltimore County	Truck Number	009
Sewer Service Area	81-50-01-00		
Pipe Segment Reference		Date	5/1/2024 13:32
Street	OVERBROOK RD	City	CATONSVILLE
Comments			

Manhole

Upstream MH	275	Rim to Invert (U)	
Grade to Invert (U)		Rim to Grade (U)	
Downstream MH	902151	Rim to Invert (D)	
Grade to Invert (D)		Rim to Grade (D)	
Pipe Use	Sanitary Sewage Pipe	Direction of Survey	Downstream

Pipe

Height (Diameter)	8	Width	
Shape	Circular	Material	Vitrified Clay Pipe
Lining Method		Pipe Joint Length	
Total Length		Length Surveyed	124.2
Year Constructed		Year Renewed	

Misc

Flow Control	Not Controlled	Media Label	HDD
Purpose	Maintenance Related	Consequence of Failure	
Pre-Cleaning	Light Cleaning	Date Cleaned	

Weather	Dry - No Precipitation During Survey	Location Code	Local rural streets with light traffic, town and city back streets, estate streets and curbside parking areas.
----------------	--------------------------------------	----------------------	--

Additional Info **Location Details**

Baltimore Custom

Address		Lateral Inspection	
Life Cycle	Active	Num Active Taps	1
Num Break-In Taps	0	Num Capped Break-In Taps	0
Num Capped Taps	0		

Project

Release ID

**Sheet (Group)
Number**

Imperial Units (US) True
Work Order 947148

Pressure Value

Coating Method

Completed Yes

Insp Tech Used

CCTV Yes
Sidewall No
Zoom No

Laser No
Sonar No
Other No

Inspection

Inspection Status Complete Inspection



Reviewed By

**Reviewer Certificate
Number**

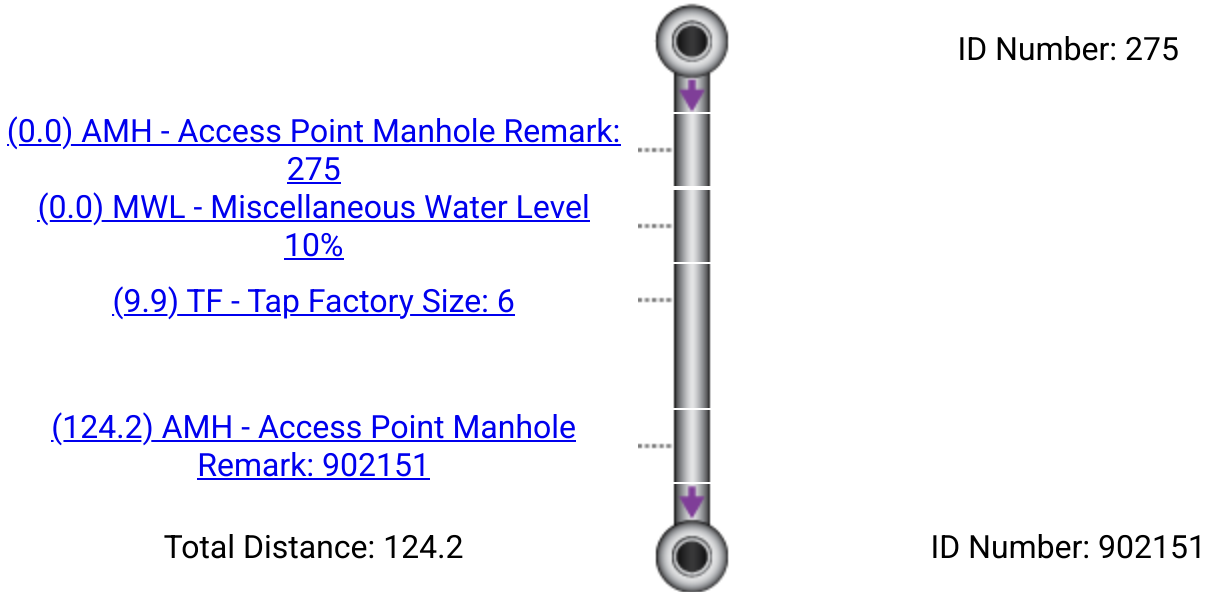
Project Name: 81-50-01-00

Date: /1/2024 1:32:00 P	Pipe Segment Reference:
Street: OVERBROOK RD	Upstream MH: 275
Length Surveyed: 124.2	Downstream MH: 902151
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: itrified Clay Pipe

Distance	Fault Observation	Time	Picture
0.0	Access Point Manhole Severity: None Remarks: 275	00:00:36 00:00:36	<p>MH 275 MH 902151</p> <p>Access Point M275</p> <p>5/1/2024 13:36 LATERAL 0.0 FT MAIN 0.0 FT</p>
0.0	Miscellaneous Water Level Severity: None	00:00:51 00:00:51	<p>MH 275 MH 902151</p> <p>Miscellaneous water Level</p> <p>5/1/2024 13:36 LATERAL 0.0 FT MAIN 0.0 FT</p>

Distance	Fault Observation	Time	Picture
.9	Tap Factory Severity: None Size: 6	00:01:57 00:01:57	 <p>MH 275 MH 902151</p> <p>Tap Factory 5/1/2024 13:37 LATERAL 0.0 FT MAIN 9.9 FT</p>
124.2	Access Point Manhole Severity: None Remarks: 902151	00:05:55 00:05:55	 <p>MH 275 MH 902151</p> <p>Access Point M902151 5/1/2024 13:41 LATERAL 0.0 FT MAIN 124.2 FT</p>

Project Name: 81-50-01-00		Severity
Date: 5/1/2024 1:32:00 PM	Pipe Segment Reference:	Light-1
Street: OVERBROOK RD	Upstream MH: 275	Moderate-2
Length Surveyed: 124.2	Downstream MH: 902151	Average-3
Run Number:	Direction of Survey: Downstream	Heavy-4
Height (Diameter): 8	Material: trified Clay Pipe	Severe-5





Project for tie

Surveyor Name	Chris Davis	Certificate Number	U-1017-07009781
Owner	Baltimore County	Truck Number	009
Sewer Service Area	81-50-01-00		
Pipe Segment Reference	276-275	Date	5/1/2024 13:17
Street	OVERBROOK RD	City	CATONSVILLE
Comments			

Manhole

Upstream MH	276	Rim to Invert (U)	
Grade to Invert (U)		Rim to Grade (U)	
Downstream MH	275	Rim to Invert (D)	
Grade to Invert (D)		Rim to Grade (D)	
Pipe Use	Sanitary Sewage Pipe	Direction of Survey	Downstream

Pipe

Height (Diameter)	8	Width	
Shape	Circular	Material	Vitrified Clay Pipe
Lining Method		Pipe Joint Length	
Total Length		Length Surveyed	81.3
Year Constructed		Year Renewed	

Misc

Flow Control	Not Controlled	Media Label	HDD
Purpose	Maintenance Related	Consequence of Failure	
Pre-Cleaning	Light Cleaning	Date Cleaned	
Weather	Dry - No Precipitation During Survey	Location Code	Local rural streets with light traffic, town and city back streets, estate streets and curbside parking areas.

Additional Info

Location Details

Baltimore Custom

Address		Lateral Inspection	
Life Cycle	Active	Num Active Taps	1
Num Break-In Taps	0	Num Capped Break-In Taps	0
Num Capped Taps	0		

Project

Release ID

**Sheet (Group)
Number**

Imperial Units (US) True
Work Order 947153

Pressure Value

Coating Method

Completed Yes

Insp Tech Used

CCTV Yes
Sidewall No
Zoom No

Laser No
Sonar No
Other No

Inspection

Inspection Status Complete Inspection

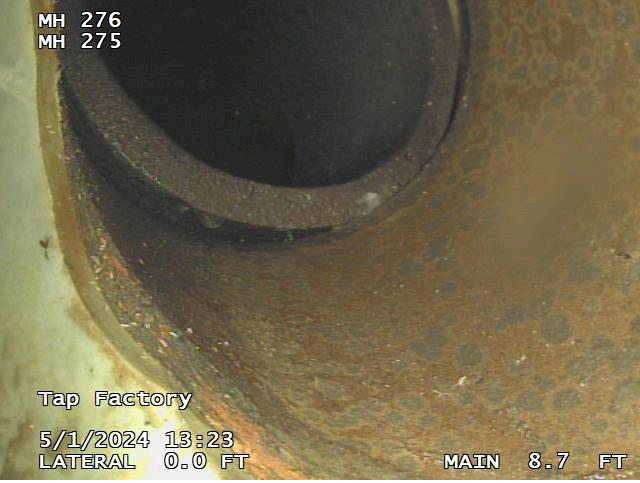

Reviewed By

**Reviewer Certificate
Number**

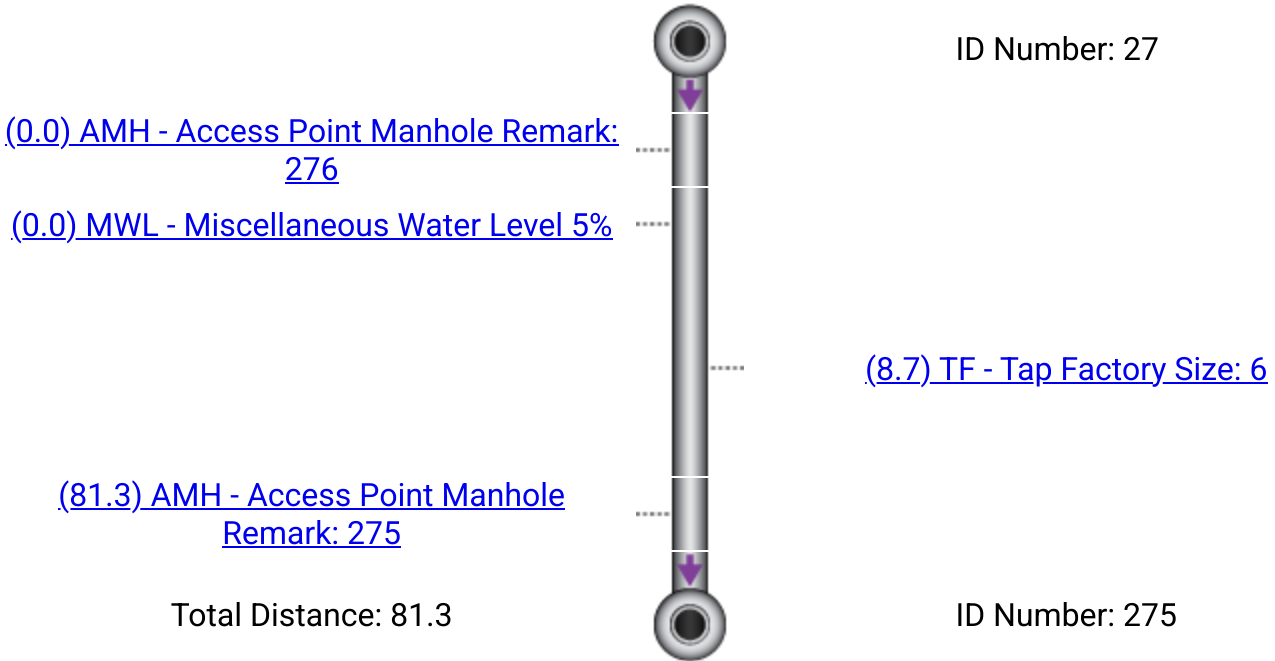
Project Name: 81-50-01-00

Date: /1/2024 1:17:00 PM	Pipe Segment Reference: 276-2
Street: OVERBROOK RD	Upstream MH: 276
Length Surveyed: 81.3	Downstream MH: 275
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: Vitrified Clay Pipe

Distance	Fault Observation	Time	Picture
0.0	<p>Access Point Manhole Severity: None Remarks: 276</p>	<p>00:00:27 00:00:27</p>	
0.0	<p>Miscellaneous Water Level Severity: None</p>	<p>00:00:44 00:00:44</p>	

Distance	Fault Observation	Time	Picture
.7	Tap Factory Severity: None Size: 6	00:02:13 00:02:13	 <p>MH 276 MH 275</p> <p>Tap Factory</p> <p>5/1/2024 13:23 LATERAL 0.0 FT MAIN 8.7 FT</p>
81.3	Access Point Manhole Severity: None Remarks: 275	00:04:28 00:04:28	 <p>MH 276 MH 275</p> <p>Access Point M275</p> <p>5/1/2024 13:26 LATERAL 0.0 FT MAIN 81.3 FT</p>

Project Name: 81-50-01-00		Severity
Date: 5/1/2024 1:17:00 PM	Pipe Segment Reference: 276 275	Light-1
Street: OVERBROOK RD	Upstream MH: 276	Moderate-2
Length Surveyed: 81.3	Downstream MH: 275	Average-3
Run Number:	Direction of Survey: Downstream	Heavy-4
Height (Diameter): 8	Material: Vitrified Clay Pipe	Severe-5





Project for tie

Surveyor Name	Mark Johnson	Certificate Number	U-603-783
Owner	Baltimore County	Truck Number	County
Sewer Service Area	81-50-01-00		
Pipe Segment Reference	277-276	Date	02/27/2007 13:36
Street	OVERBROOK RD	City	CATONSVILLE
Comments			

Manhole

Upstream MH	277	Rim to Invert (U)	
Grade to Invert (U)		Rim to Grade (U)	
Downstream MH	276	Rim to Invert (D)	
Grade to Invert (D)		Rim to Grade (D)	
Pipe Use	Sanitary Sewage Pipe	Direction of Survey	Downstream

Pipe

Height (Diameter)	8	Width	
Shape	Circular	Material	Vitrified Clay Pipe
Lining Method		Pipe Joint Length	3
Total Length	0	Length Surveyed	106
Year Constructed		Year Renewed	

Misc

Flow Control	Not Controlled	Media Label	81500100#4
Purpose	Routine Assessment	Consequence of Failure	
Pre-Cleaning	Not Known	Date Cleaned	

Weather	Dry - No Precipitation During Survey	Location Code	Local Rural Streets - Light traffic, town and city back streets, estate streets and curbside parking areas
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Additional Info **Location Details**

Baltimore Custom

Address		Lateral Inspection	
Life Cycle	Active	Num Active Taps	1
Num Break-In Taps	0	Num Capped Break-In Taps	0
Num Capped Taps	0		

Project

Report ID

**Sheet (Group)
Number**

**Imperial Units (US)
Work Order** True

Pressure Value

Coating Method

Completed Yes

Insp Tech Used

CCTV 0000

Laser 0

Sidewall

Sonar 0000

Zoom 0

Other

Inspection

Inspection Status Complete Inspection

Reviewed By


**Reviewer Certificate
Number**

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Project Name: 81-50-01-00	
Date: /27/2007 1:36:00 PM	Pipe Segment Reference: 77-27
Street: OVERBROOK RD	Upstream MH: 77
Length Surveyed: 106	Downstream MH: 276
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: itrified Clay Pipe

Distance	Fault Observation	Time	Picture
0.0	<p>Access Point Manhole Severity: None Remarks: 42</p>	<p>00:00:37 02:28:20</p>	
41.0	<p>Tap Factory Activity Severity: None Size: 6 Remarks: ROOTS</p>	<p>00:03:02 02:30:42</p>	

106.0	Access Point Manhole Severity: None Remarks: 46	00:06:20 02:34:02	
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Project Name: 81-50-01-00	
Date: /27/2007 1:36:00 PM	Pipe Segment Reference: 77-27
Street: OVERBROOK RD	Upstream MH: 77
Length Surveyed: 106	Downstream MH: 276
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: itrified Clay Pipe

Severity
Light-1
Moderate-2
Average-3
Heavy-4
Severe-5

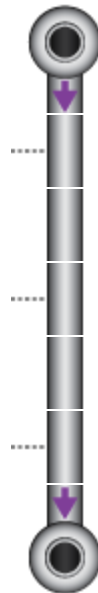
ID Number: 277

(0.0) AMH - Access Point Manhole 0%
 Remark: 42 (Clip)

(41.0) TFA - Tap Factory Activity Size: 6 0%
 Remark: ROOTS (Clip)

(106.0) AMH - Access Point Manhole 0%
 Remark: 46 (Clip)

Total Distance: 106



ID Number: 276



Project for title

Surveyor Name	Rodney Peterkin	Certificate Number	U-1110-11719
Owner	Baltimore County	Truck Number	272-008
Sewer Service Area	81-50-01-00		
Pipe Segment Reference	278-277	Date	12/8/2015 08:15
Street	OVERBROOK RD	City	CATONSVILLE
Comments			

Manhole

Upstream MH	278	Rim to Invert (U)	
Grade to Invert (U)		Rim to Grade (U)	
Downstream MH	277	Rim to Invert (D)	
Grade to Invert (D)		Rim to Grade (D)	
Pipe Use	Sanitary Sewage Pipe	Direction of Survey	Downstream

Pipe

Height (Diameter)	8	Width	
Shape	Circular	Material	Vitrified Clay Pipe
Lining Method	Cured-In-Place Pipe	Pipe Joint Length	3
Total Length	362	Length Surveyed	364.8
Year Constructed		Year Renewed	

Misc

Flow Control	Not Controlled	Media Label	12-15 A. R.PETERKIN
Purpose	Routine Assessment	Consequence of Failure	
Pre-Cleaning	No Pre-Cleaning	Date Cleaned	

Weather	Dry - No Precipitation During Survey	Location Code	Local Rural Streets - Light traffic, town and city back streets, estate streets and curbside parking areas
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Additional Info **Location Details**

Baltimore Custom

Address	43	Lateral Inspection	
Life Cycle	Active	Num Active Taps	11
Num Break-In Taps	0	Num Capped Break-In Taps	0
Num Capped Taps	0		

Project

Reseal ID

Imperial Units (US) Work Order True

Sheet (Group) Number
Pressure Value

Coating Method

Completed Yes
Insp Tech Used
Laser 0
Sonar 0000
Other

CCTV Sidewall Zoom 0000
0

Inspection

Inspection Status Complete Inspection

Reviewed By


Reviewer Certificate Number




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Project Name: 81-50-01-00	
Date: 2/8/20 5 8:15:00 AM	Pipe Segment Reference: 278-2
Street: OVERBROOK RD	Upstream MH: 278
Length Surveyed: 364.8	Downstream MH: 27
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: trified Clay Pipe




Distance	Fault Observation	Time	Picture
0.0	<p>Access Point Manhole</p> <p>Severity: None</p> <p>Remarks: 278</p>	00:00:35	
0.0	<p>Miscellaneous Water Level</p> <p>Severity: None</p>	00:00:47	



0.0	<p>Miscellaneous General Observation Severity: None Remarks: RELINED PIPE</p>	00:01:34	 <p>276 12/8/2015 48 277 OVERBROOK R</p> <p>RELINED PIPE General Observation 0 FT</p>
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Distance	Fault Observation	Time	Picture
7.0	<p>Tap Factory Activity Severity: None Size: 6</p>	00:02:28	
8.0	<p>Tap Factory Activity Severity: None Size: 6</p>	00:03:09	
55.5	<p>Tap Factory Activity Severity: None Size: 6</p>	00:05:16	

Distance	Fault Observation	Time	Picture
57.8	<p>Tap Factory Activity Severity: None Size: 6</p>	00:05:43	
108.4	<p>Tap Factory Activity Severity: None Size: 6</p>	00:07:57	
142.9	<p>Tap Factory Activity Severity: None Size: 6</p>	00:09:31	

Distance	Fault Observation	Time	Picture
170.5	<p>Tap Factory Activity Severity: None Size: 6</p>	00:11:14	
181.6	<p>Tap Factory Activity Severity: None Size: 6</p>	00:12:34	
222.7	<p>Tap Factory Activity Severity: None Size: 6</p>	00:14:25	

Distance	Fault Observation	Time	Picture
276.6	<p>Tap Factory Activity Severity: None Size: 6</p>	00:16:47	 <p>278 12/8/2015 43 277 OVERBROOK R</p> <p>Tap Factory Active 276.6 FT</p>
291.0	<p>Tap Factory Activity Severity: None Size: 6</p>	00:17:41	 <p>278 12/8/2015 43 277 OVERBROOK R</p> <p>Tap Factory Active 291 FT</p>
361.7	<p>Miscellaneous Water Level Severity: None</p>	00:20:44	 <p>278 12/8/2015 43 277 OVERBROOK R</p> <p>Water Level 361.7 FT</p>

Distance	Fault Observation	Time	Picture
364.8	<p>Access Point Manhole Severity: None Remarks: 277</p>	00:22:06	
364.8	<p>Miscellaneous Water Level Severity: None</p>	00:22:26	

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Project Name: 81-50-01-00	
Date: 2/8/20 5 8:15:00 AM	Pipe Segment Reference: 278-2
Street: OVERBROOK RD	Upstream MH: 278
Length Surveyed: 364.8	Downstream MH: 27
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: trified Clay Pipe

Severity
Light-1
Moderate-2
Average-3
Heavy-4
Severe-5

ID Number: 2 8

(0.0) A H - Access Point Manhole Remark:
278

(0.0) MWL - Miscellaneous Water Level 15%

(0.0) MGO - Miscellaneous General
Observation Remark: RELINED PIPE

(7.0) TFA - Tap Factory Activity Size: 6

(8.0) TFA - Tap Factory Activity Size: 6

(55.5) TFA - Tap Factory Activity Size: 6

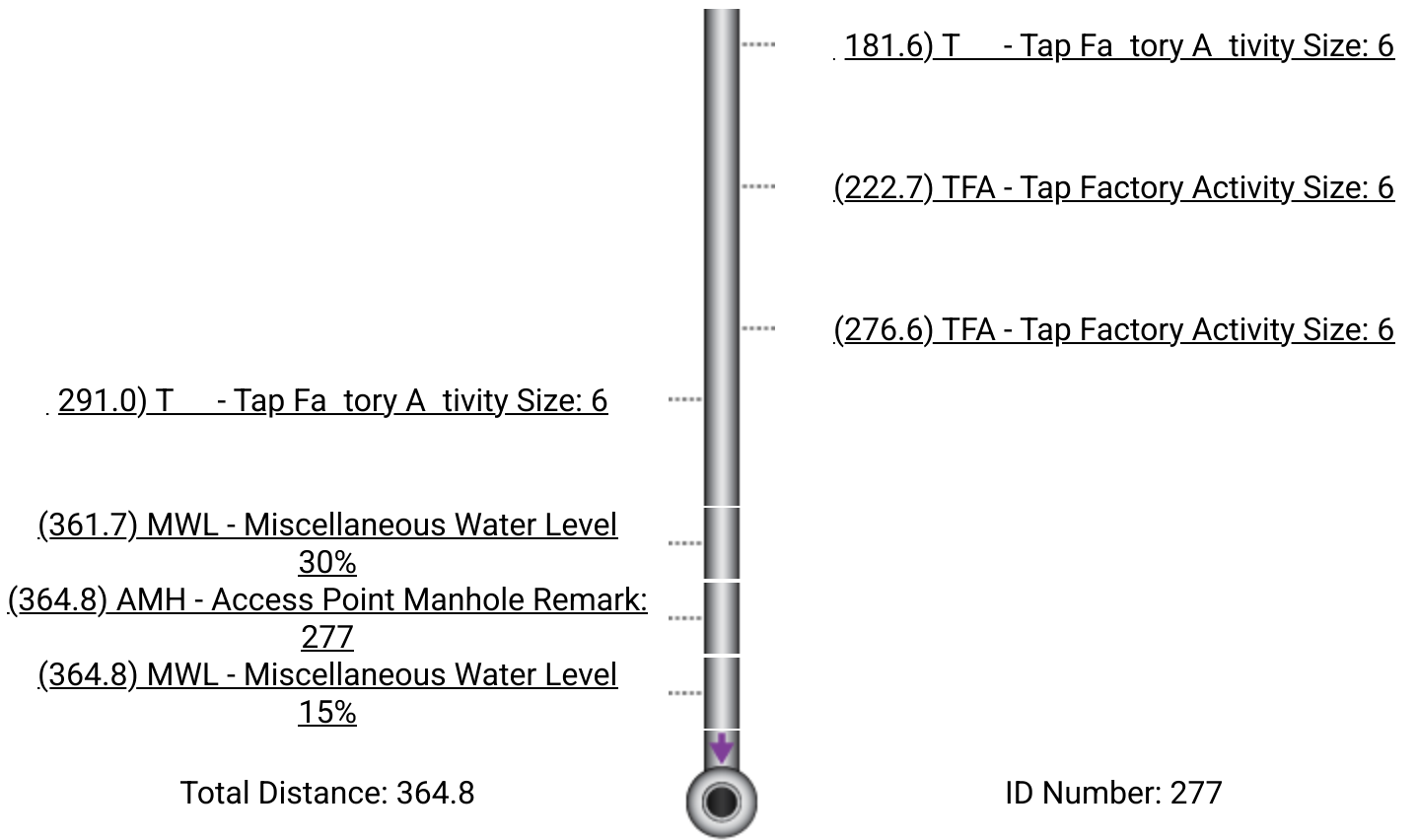
(57.8) TFA - Tap Factory Activity Size: 6

(108.4) TFA - Tap Factory Activity Size: 6

(142.9) TFA - Tap Factory Activity Size: 6

(170.5) TFA - Tap Factory Activity Size: 6





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Project for tie

Surveyor Name	Wallace Ray Prevatt	Certificate Number	U-1110-11600
Owner	Baltimore County	Truck Number	272-005
Sewer Service Area	81-50-01-00		
Pipe Segment Reference	902151-TCM158	Date	12/5/2016 07:52
Street	OVERBROOK RD	City	CATONSVILLE
Comments			

Manhole

Upstream MH	902151	Rim to Invert (U)	
Grade to Invert (U)		Rim to Grade (U)	
Downstream MH	TCM158	Rim to Invert (D)	
Grade to Invert (D)		Rim to Grade (D)	
Pipe Use	Sanitary Sewage Pipe	Direction of Survey	Downstream

Pipe

Height (Diameter)	8	Width	
Shape	Circular	Material	Vitrified Clay Pipe
Lining Method		Pipe Joint Length	3
Total Length	39	Length Surveyed	39
Year Constructed		Year Renewed	

Misc

Flow Control	Not Controlled	Media Label	272-005-16-TV
Purpose	Routine Assessment	Consequence of Failure	
Pre-Cleaning	Light Cleaning	Date Cleaned	12/5/2016 08:24
Weather	Light Rain	Location Code	Local Rural Streets - Light traffic, town and city back streets, estate streets and curbside parking areas

Additional Info	consent decree	Location Details	
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Baltimore Custom

Address		Lateral Inspection	
Life Cycle	Active	Num Active Taps	1
Num Break-In Taps	0	Num Capped Break-In Taps	0
Num Capped Taps	0		

Project

Report ID

Imperial Units (US) Work Order True

Sheet (Group) Number
Pressure Value

Coating Method

Completed Yes
Insp Tech Used

CCTV 5141
Sidewall
Zoom 5

Laser 20
Sonar 4111
Other

Inspection

Inspection Status Complete Inspection

Reviewed By


Reviewer Certificate Number




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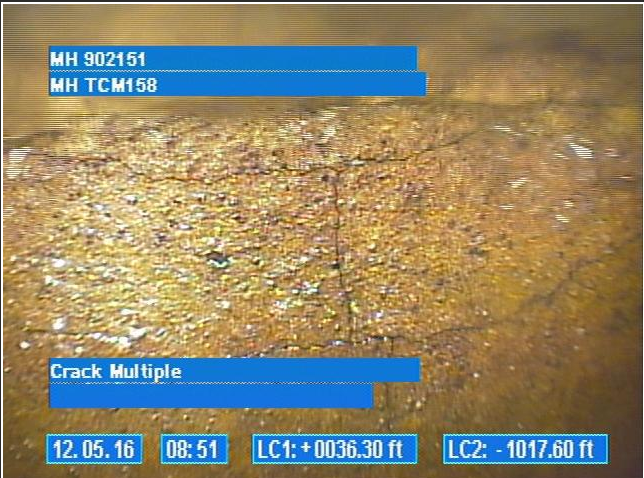

Project Name: 81-50-01-00	
Date: 2/5/20 6 7 52:00 AM	Pipe Segment Reference: 902151- CM 58
Street: OVERBROOK RD	Upstream MH: 902151
Length Surveyed: 39	Downstream MH: TCM 58
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: Vitrified Clay Pipe


Distance	Fault Observation	Time	Picture
0.0	<p style="text-align: center;">Access Point Manhole Severity: None Remarks: OVERBROOK RD (M/H #902151)</p>	00:00:57	
0.0	<p style="text-align: center;">Miscellaneous Water Level Severity: None Remarks: 10%</p>	00:01:17	

0.0	<p>Broken Severity: None Cont Defect: S01 Joint Struct Weight: 3</p>	00:01:43	 <p>MH 902151 MH TCM158</p> <p>Broken</p> <p>12.05.16 08:28 LC1: +0002.00 ft LC2: -1017.60 ft</p>
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Distance	Fault Observation	Time	Picture
4.9	<p>Joint Angular Large Severity: None Remarks: 30% LEFT Struct Weight: 2</p>	00:06:13	
4.9	<p>Line Left Severity: None Remarks: 30% Maint Weight: 4</p>	00:06:53	
5.0	<p>Broken Severity: None Cont Defect: F01 Joint Struct Weight: 3</p>	00:13:12	

Distance	Fault Observation	Time	Picture
6.8	<p style="text-align: center;">Broken Severity: None Joint Struct Weight: 4</p>	00:08:47	
26.7	<p style="text-align: center;">Broken Severity: None Joint Struct Weight: 5</p>	00:11:20	
29.4	<p style="text-align: center;">Roots Fine Joint Severity: None Joint Maint Weight: 1</p>	00:13:58	

Distance	Fault Observation	Time	Picture
32.6	Fracture Spiral Severity: None Joint Struct Weight: 3	00:14:57	
36.3	Crack Multiple Severity: None Joint Struct Weight: 3	00:16:02	
37.3	Tap Factory Activity Severity: None Size: 8 Remarks: INSIDE DROP HOLE AT (M\H #TCM158)	00:18:35	

Distance	Fault Observation	Time	Picture
39.0	<p style="text-align: center;">Access Point Manhole Severity: None Remarks: OVERBROOK RD (M/H #TCM158)</p>	00:19:27	

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Project Name: 81-50-01-00

Date: 2/5/20 6 7 52:00 AM	Pipe Segment Reference: 902151- CM 58
Street: OVERBROOK RD	Upstream MH: 902151
Length Surveyed: 39	Downstream MH: TCM 58
Run Number:	Direction of Survey: Downstream
Height (Diameter): 8	Material: Vitrified Clay Pipe

Severity
Light-1
Moderate-2
Average-3
Heavy-4
Severe-5

ID Number: 902151

(0.0) AMH - Access Point Manhole Remark
OVERBROOK RD (M/H #902151)

(0.0) MWL - Miscellaneous Water Level 10%
Remark: 10%

(0.0) B - Broken - Cont Def: S01

(4.9) JAL - Joint Angular Large Remark: 30%
LEFT

(4.9) LL - Line Left 30% Remark: 30%

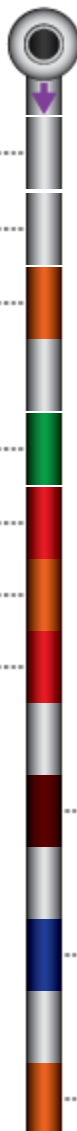
(5.0) B - Broken - Cont Def: F01

(6.8) B - Broken

(26.7) B - Broken

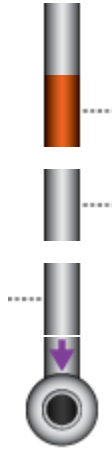
(29.4) RFJ - Roots Fine Joint

(32.6) FS - Fracture Spiral



(39.0) AMH - Access Point Manhole Remark:
OVERBROOK RD (M/H #TCM158)

Total Distance: 39



(36.3) CM - Check Multiple
(37.3) TFA - Tap Factory Activity Size: 8
Remark: INSIDE DROP HOLE AT (M\H
#TCM158).

ID Number: TCM158

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SECTION III

Permits



Name: Baltimore County Department of Public Works
Address: 111 W. Chesapeake Avenue, Towson MD, 21204
County: BA; BALTIMORE COUNTY

Applicant Type: Government entity whose right-of-way the trees are within The applicant is a public agency: Yes

Is hereby granted a permit to perform:

Tree Removal, 2 Tree(s) Tree planting, 2 Tree(s) Catonsville

The proposed tree care will: Eliminate a hazard to property, public safety, or health

Described as follows:

PARTICULAR TREE OR TREES INVOLVED:

In order to upgrade an existing sewer line:
Remove 12" DBH silver maple @ 51 Overbrook Rd.
remove 12" DBH apple sp. @ 42 Overbrook Rd. as specified on design prints.

LIMITATIONS OR CONDITIONS ON TREE CARE OR PLANTING:

Contract/Job #: Old Permit #:

Location: 51 Overbrook Road

- 1. Notify Maryland Forest Service at 667-405-0432 or carae.dudzic@maryland.gov when a MD Tree Expert has been selected for this project.
3. Maryland Forest Service is not responsible for permissions or access of any removals or pruning on private property.
4. Trees should be replaced with species on the DNR Recommended Tree List.

NOTE: The roadside tree law does not convey tree ownership to the Department. Permission from the owner of the tree or trees in question (SHA, MdTA, local DPW, etc.) must also be obtained prior to beginning any work. Work on the tree or trees in question without permission of the owner may be considered a trespass by the owner of the tree or trees despite possession of a valid permit from the Department.

EXCLUDING ANY TREE NOT WITHIN THE RIGHT-OF-WAY OF A PUBLIC HIGHWAY

Provided, that the work authorized by this permit shall not begin until the Forest Warden designated by the Director as his agent shall be present and give their sanction to the means employed, and that the work may be suspended by order of the Forest Warden upon any failure or refusal of the operators to perform it in accordance with the rules and regulations of the Department of Natural Resources - Forest Service. This permit is granted under authority of the Annotated Code of Maryland, 1973, under Title 5, Subtitle 406, which places the care and protection of all trees growing within the right-of-way of any public road or between the curb and property lines of any street in any incorporated town in Maryland under the Department of Natural Resources - Forest Service. This permit, in no way cancels or contravenes the right of property owners to restrict or prevent the trimming or cutting of trees upon their own properties, except that trees covered by this permit may not be treated in any way other than as herein specified.

Authorized By: Cara Dudzic Title: Technical Assistant

Address: 9405 Old Harford Road, Baltimore, MD., 21234

Issue Date: 08/04/2025

LTE performing the work: TBD





Enter search term



MARYLAND DEPARTMENT OF NATURAL RESOURCES
FOREST SERVICE



[Section Menu](#)



Plant Trees

- [How to Choose and Care for Trees](#)
- [Recommended Tree List](#)
- [Print Your Coupon](#)
- [Participating Nurseries](#)
- [Plant Your Tree](#)

Helpful Links

- [Tree Laws](#)
- [Frequently Asked Questions](#)
- [No Place to Plant?](#)

Marylanders Plant Trees

Recommended Tree List

When selecting a tree to plant, consider:

If you plan to use a Marylanders Plant Trees coupon please check if the tree you want to plant is on the eligible list below. This list may be updated periodically as interest and availability of native tree stock changes.

SMALL TREES

- **CRABAPPLE SPP. (*Malus spp.*)**

Height: 15'-35', Spread: 10'-25'. Small flowering trees valued for wildlife food and shelter. Produces a small fruit the size of a marble. Can be used in many types of landscape settings as they tolerate urban conditions well.

- **DOGWOOD, ALTERNATE-LEAF/PAGODA (*Cornus alternifolia*)**

Height: 12'-15', Spread: 10'-12'. Pagoda Dogwood is an excellent small tree or large shrub that can be grown either as a single or multi-trunked specimen. General crown form is oval to round but it has a unique horizontally layered branching structure which accounts for its common name. It has flat clusters of small white flowers in spring. Fruit are small blue-black berries that are readily eaten by birds. The fall foliage color is a deep burgundy. Does well in either full sun or shade. Does not tolerate hot dry sites.

- **DOGWOOD, AMERICAN FLOWERING (*Cornus florida*)**

Height: 20', Spread: 15'-20'. Small tree with flat topped crown. Place in well drained soil. Full sun to partial shade. Has character in all four seasons. Excellent as specimen tree or used on the corner of a house. Bright red berries are an important food source for songbirds including evening grosbeak, cardinals, robins and cedar waxwings.

- **FRINGETREE, WHITE (*Chionanthus virginicus*)**

Height: 12'-20', Spread: same. Slowing-growing that prefers moist, fertile soils and full sun. Excellent specimen tree or in groups, borders or near large buildings. Limited wildlife value.

- **HAWTHORN, WASHINGTON (*Crataegus phaenopyrum*)**





foliage. Should not be used in high traffic areas. Dense thorns make excellent nesting sites for songbirds. Fruit is used by grouse.

- **HAWTHORN, GREEN (*Crataegus viridis*)**

Height 20'-35' Spread: same. Rounded crown. Sharply thorny. Flowers are white and fall foliage a purple to scarlet color. The fruit is bright red and persistent into winter.

- **HOLLY, AMERICAN (*Ilex opaca*)**

Height: 15'-30', Spread: 18'-25'. Dense, pyramidal in youth, opening up with age. Plant in moist, well drained soil. Full sun or partial shade. Use one male for every three females. Use as specimen plant or in groupings. Many cultivars. Used extensively by many songbirds including thrushes, mockingbirds, catbirds, bluebirds and thrashers. Foliage provides cover for songbirds and mammals.

- **HOPHORNBEAM/IRONWOOD (*Ostrya virginiana*)**

Height: 30'-50', Spread: 25' Hophornbeam has a lovely yellow fall color, and the small nutlets, which ripen in summer and fall, are used by birds and mammals during the winter. Bark is an attractive orange or grayish brown peeling off in longitudinal strips.

- **MAGNOLIA, SWEETBAY (*Magnolia virginiana*)**

Multistemmed, small tree or open shrub. Likes wet, acid soils. Tolerates shade. Used as specimen tree. White to cream colored flowers that have a strong lemon and rose-scented smell. Wildlife value is low. Seeds are eaten by some mammals and birds. Foliage is used by several birds for nest building.

- **PAWPAW (*Asimina triloba*)**

A shrub or small tree that tolerates shade, pawpaw produces a fruit that is readily eaten by wildlife. Flowers open greenish-brown and become deep red.

- **REDBUD, EASTERN (*Cercis canadensis*)**

Height: 20'-30', Spread: 25'-30'. Small tree with rounded crown, pink to purplish flowers in early spring. Heart-shaped leaves are reddish at emergence, become dark green, then yellow in the fall. Likes moist, well drained soils. Full sun to light shade. Can be used as a street, yard, or border tree. Requires little pruning after lower branches have been removed for clearance. Limited wildlife value.

- **SERVICEBERRY or SHADBLOW (*Amelanchier canadensis*)**

Height: 6'-20', Spread: 10'-15'. Erect stems, often clumped. These small trees have attractive bark, flowers, and fruit. White flower. Beautiful orange to red autumn color. Requires little or no maintenance. Important berry producer during the early summer months. Blue-black fruit is eaten by bluebirds, cardinals, and tanagers. Foliage is used by browsers.

- **SERVICEBERRY, ALLEGHENY (*Amelanchier laevis*)**

Height: 30'-40', Spread: 15'-20'. Multiple stems are upright and highly branched forming a dense shrub, or if properly pruned a small tree. The tree is short-lived, has a rapid growth rate, and can be used as a filler plant or to attract birds. The main ornamental feature is the white flowers borne in drooping clusters in mid spring. The purplish black berries are sweet and juicy but are soon eaten by birds. The fall color is yellow to red. It is well adapted for planting beneath power lines due to its small size.

- **SERVICEBERRY, DOWNY (*Amelanchier arborea*)**

Height 15'-25' Spread: up to 35' Typically multi-stemmed. A beautiful orange leaf in the fall. Flowers white and in upright clusters. Fruit is preferred by birds. Fruit is sweet and edible.

LARGE TREES

- **BALDCYPRESS, COMMON (*Taxodium distichum*)**

Height 50'-70', spread 20'-30'. This lofty, deciduous (loses its leaves in the fall) conifer (small round cones at the end of twigs) is very tolerant to typical urban conditions as well as wet areas. Its slender pyramidal form, beautiful leaf texture, attractive bark and fast growing habit make this a worthwhile tree to plant. Bright green spring leaves ½" – ¾" turn soft sage green in summer, and pale orange in autumn before dropping. "Cypress knees" occur only in or near water.



Height: 50'-100', Spread: 50'-70'. Often has short trunk with wide spreading crown. Likes moist, well drained soils. Does best in full sun, but tolerates shade. Should be restricted to large area use for parks and estates. Beechnuts are eaten by birds and mammals and are important food for chipmunks and squirrels.

- **BIRCH, RIVER (*Betula nigra*)**

Height: 40'-70', Spread: 40'-60'. Pyramidal in youth and rounded with age. Often grown multistemmed. Best adapted to moist soils. Handsome tree used as specimen in parks and lawns. Catkins are used by redpolls and pine siskins. Foliage is used by browsers.

- **ELM, AMERICAN (*Ulmus Americana*)**

Height 60'-80', spread 50'-80'. This large, graceful, spreading, medium to fast growing tree can reach to a height of 80 feet. It is well suited to lawns and urban landscapes. It prefers deep, rich soils, but grows well in a variety of conditions and is pH and salt tolerant.

- **HACKBERRY (*Celtis occidentalis*)**

Height: 40'-60', Spread same. In youth weakly pyramidal; in old age the crown is a broad top of ascending, arching branches. Medium to fast growth. Prefers rich, moist soils, but grows in dry, heavy or sandy, rocky soils; withstands acid or alkaline conditions; moderately wet or very dry areas; tolerates wind; full sun; withstands dirt and grime of cities. Fruit is fleshy, orange to dark purple, ripening in September to October. Leaves are yellow to yellow-green in fall. Good tree for park or large area use. Useful tree for adverse growing conditions. Fruit is popular with winter birds, especially the cedar waxwing, mockingbird, and robin.

- **HEMLOCK, EASTERN (*Tsuga canadensis*)**

Height: 40'-70', Spread: 25'-35'. Pyramidal in youth, becoming more pendulous with age. Likes moist, well-drained soils. Plant in sheltered area. Tolerates shade. Relatively fast growing. Excellent for screens, hedges, accent plant and foundation plantings. Provides excellent cover for deer and songbirds. Nesting site for several warblers. Seeds are eaten by juncos, chickadees, and siskins.

- **HONEYLOCUST (*Gleditsia triacanthos*)**

Height: 30'-70', Spread: same. Usually has short trunk with open, oval crown. Transplants readily. Fast grower. Withstands a wide range of conditions but prefers rich, moist soil. Excellent lawn tree under filtered shade. Tolerates salt, heat, drought, compaction, and other adverse urban conditions. Limited wildlife value.

- **LINDEN, AMERICAN (*Tilia americana*)**

Height: 50'-70', Spread: 35'-50'. A fine shade tree for streets, parking lots, and large lawns. Prefers moist, fertile soil but will tolerate drier sites, Transplants readily.

- **LOCUST, BLACK (*Robinia pseudoacacia*)**

Height: 50'-80', Spread: 20'-35' The upright growth and short, irregular branches form an open canopy and cast light shade below the tree, allowing a lawn to thrive. The leaves are some of the last to appear in spring and often drop early in the autumn. In late spring for a short time the trees have long, dense clusters of extremely fragrant, one-inch white blossoms which are literally "alive" with the bustling activity of visiting bees. The honey which is produced is quite delicious. The dark red to black, leathery seeds pods which follow will persist on the trees throughout the winter.

- **MAGNOLIA, SOUTHERN (*Magnolia grandiflora*)**

Height: 60' – 80', Spread: 30' – 50'. Can be a very large, handsome, yard tree. Needs plenty of room to grow. Leaves are leathery and dark green above. Flowers are creamy white and have a pleasant fragrance. Seeds grow in a "cone" and are a beautiful red.

- **MAPLE, RED (*Acer rubrum*)**

Height: 40'-60', Spread: same. Medium to fast grower. Excellent tree as specimen for lawn and park settings. Excellent fall color. Good shade tree. Buds, flowers and leaves provide food for many birds and mammals. Chipmunks and squirrels eat seeds and some songbirds use stalks for nest building.

- **MAPLE, SUGAR (*Acer saccharum*)**



grow well in tight, compacted situations such as in very small lawns or other conditions that restrict root growth. It tolerates shade but does not tolerate air pollution and is susceptible to damage from road salt.

- **OAK, CHESTNUT (*Quercus prinus*)**

Chestnut oak commonly reaches 60 to 80 feet at maturity and grows better on dry and poor sites than other oaks. Acorn is a favorite food of deer, turkey and squirrels.

- **OAK, NORTHERN RED (*Quercus rubra*)**

Height: 60'-80', Spread: 45'-65'. Habit is round-topped and symmetrical. Full sun. Prefers loamy, well drained soils. Fast growing tree for lawns, parks and estates. Acorns are at the top of the food preference list for wood ducks, pheasants, grackles, jays, nuthatches, thrushes, woodpeckers, rabbits, foxes, squirrels and deer.

- **OAK, PIN (*Quercus palustris*)**

Height: 60'-70', Spread: 25'-40'. Strongly pyramidal with ascending branches. One of the faster growing oaks. Full sun. Tolerates wet soils but is adaptable to many soils types. Most widely used oak for landscaping. Used on lawns, parks, golf courses and around commercial buildings. Acorns are at the top of the food preference list for wood ducks, pheasants, grackles, jays, nuthatches, thrushes, woodpeckers, rabbits, foxes, squirrels and deer.

- **OAK, SWAMP WHITE (*Quercus bicolor*)**

Height: 60'-80', Spread: 50'-80'. Swamp white oak tolerates salt, drought and soil compaction in urban environments. It is transplanted more readily than most other white oaks. The acorns are eaten by a wide variety of wildlife.

- **OAK, WHITE (*Quercus alba*)**

Height: 80'-100', Spread; 50'-80'. Classic oak form with strong branches. Pyramidal in youth, becoming broad and rounded with wide spreading branches. Transplant as small tree. Prefers moist, well drained soils. Difficult to obtain from nurseries. Sometimes available as seedling. Worthwhile tree for large areas. Acorns are at the top of the food preference list for wood ducks, pheasants, grackles, jays, nuthatches, thrushes, woodpeckers, rabbits, foxes, squirrels and deer.

- **OAK, WILLOW (*Quercus phellos*)**

Height: 50'-100', Spread 30'-70'. Fast growing oak with willow-like foliage. Transplants more successfully than most oaks, and becomes established quickly. Good shade tree. Full sun or semi-shade. Easily grown in wet soils. Acorns are at the top of the food preference list for wood ducks, pheasants, grackles, jays, nuthatches, thrushes, woodpeckers, rabbits, foxes, squirrels and deer.

- **PERSIMMON (*Diospyros virginiana*)**

Height: 20'-60', Spread: 50'-80'. Produces fruit that is a valued wildlife food.

- **PINE, EASTERN WHITE (*Pinus strobus*)**

Height: 50'-80'+, Spread: 20'-40'. Pyramidal in youth, crown at maturity has several horizontal and ascending branches. Fast grower. Grows best on fertile, well-drained soils, but is very adaptable. A very handsome and ornamental specimen, valuable for lawns, parks, and estates. Provides valuable cover and nesting sites for songbirds and mammals. Needles are used as nesting material. Seeds are eaten by quail, chickadees, grosbeaks, nuthatches and woodpeckers.

- **PINE, LOBLOLLY (*Pinus taeda*)**

Height: 80'-100', Spread: 25'-35'. Usually has a tall straight trunk free of branches on lower portions of the tree. Often are used as shade trees and for wind and noise barriers.

- **PINE, VIRGINIA (*Pinus virginiana*)**

Height: 50'-80', Spread: 25'-35'. Grows in thick stands on dry and sterile soils. Often are used as shade trees and for wind and noise barriers.

- **POPLAR, TULIP (*Liriodendron tulipifera*)**



tree lawns near tall buildings, or in parks. Moderate wildlife importance. The purple finch and cardinal are principal users.

- **REDCEDAR, EASTERN (*Juniperus virginiana*)**

Height: 40'-50', Spread: 8'-20'. Medium rate of growth. Tolerant of adverse conditions. Prefers deep, moist soils. Will tolerate shade only in youth. Handsome reddish brown bark. Produces small cones. Good ornamental that is also useful for windbreaks, shelter belts, hedges and topiary work. Twigs and foliage are eaten by browsers. Seeds are eaten most extensively by cedar waxwings. Evergreen foliage provides nesting and roosting cover for sparrows, robins, mockingbirds, juncos, and warblers.

- **SOURWOOD (*Oxydendrom arboretum*)**

Height 25'-30' with pyramidal shape when young, drooping branches covered with fragrant white flowers resembling lily-of-the-valley in late spring. Also knows as sorrel tree and lily of the valley tree. Prefers moist, well-drained, acid soil in full sun to part shade, but is adaptable. Interesting bark, glossy green leaves turning vibrant red in fall. Wildlife value for honeybees and songbirds.

- **SWEETGUM, AMERICAN (*Liquidambar styraci ua*)**

Height: 60'-80', Spread: 2/3 height. Pyramidal in youth, rounded crown at maturity. Likes deep, moist, acid soils. Occurs naturally on bottomlands. Excellent for lawn or park area. Gumballs can be a problem in lawn settings. Goldfinches and purple finches eat winged seeds.

- **SYCAMORE (*Platanus occidentalis*)**

Height: 80'-130', Spread: 50'-80'. Sycamore is used for watershed protection since it can be planted on wet sites.

- **TUPELO or GUM, BLACK (*Nyssa sylvatica*)**

Height: 30'-70', Spread: 30'-45'. Pyramidal in youth and irregularly crowned at maturity. Prefers moist, well drained, acid soils. Full sun or semi-shade. Deep taproot. Spectacular fall colors make it a fine choice as a street tree in residential areas. Tolerates seacoast conditions. Fruit is relished by many songbirds. Users include wood ducks, robins, woodpeckers, thrashers, flickers, and mockingbirds.

- **WALNUT, BLACK (*Juglans nigra*)**

Height: 50'-75', Spread: same. Well formed trunk with oval crown. Prefers rich, moist soils. Difficult to transplant so should be started as a seedling. Roots produce toxins which are poisonous to many plants so do not plant near fruit trees or gardens. Nuts are eaten by woodpeckers, foxes, and squirrels.

Wes Moore
Governor

Aruna Miller
Lt. Governor



Mission Statement

The Department of Natural Resources leads Maryland in securing a sustainable future for our environment, society, and economy by preserving, protecting, restoring, and enhancing the State's natural resources.

[Learn More About DNR](#)

Human Trafficking GET HELP

National Human Trafficking Hotline - 24/7 Confidential

[1-888-373-7888](tel:1-888-373-7888)

[233733](tel:233733)

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Help Stop Fraud in State Government

The Maryland General Assembly's Office of Legislative Audits operates a toll-free fraud hotline to receive allegations of fraud and/or abuse of State government resources. Information reported to the hotline in the past has helped to eliminate certain fraudulent activities and protect State resources.



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580 Taylor Ave., Annapolis, MD 21401

Call toll-free in *Maryland* at 1-877-620-8DNR (8367)

Out of State: 410-260-8DNR (8367)

SECTION I V

Proposal

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

SECTION - IV
PROPOSAL

DESCRIPTION OF WORK

Bid Opening via Teleconference WebEx Tuesday, February 3, 2026 at 10:30 a.m. EST
WebEx Phone Number 1-415-655-0001, Access Code Number 2313 214 6131##.

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

Working Days for Completion: One Hundred Thirty Five (135)

Liquidated and Other Damages: Five Hundred (\$500.00)

Cost Group “C (\$500,001 to \$1,000,000)” (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification).

Work Classification: F-1

TO BALTIMORE COUNTY, MARYLAND: The work includes mobilization; clearing and grubbing; demolition/removal of the existing eight inch sanitary sewer and manholes; construction of the new 15 inch PVC sanitary sewer and manholes; reconnection of existing house connections, bypass pumping flow control; traffic control; all related trenching, shoring, dewatering, backfill; base and surface pavement replacement; erosion and sediment control; landscaping and restoration; testing; demobilization. Catonsville – District 1c1.

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

Workday Number

Drawing Number(s)

PROJ-10001321

2025-3252 thru 2025-3263

A pre-bid meeting will be held on Wednesday, January 7, 2026 at 10:00 a.m. EST via WebEx.

Phone-In (Audio Only) – 1-415-655-0001, Meeting Number 2317 673 1690##

Video Conference – Meeting Number 2317 673 1690, Password **2emGqcMg5J6**,

go to <https://signin.webex.com/join>, or for the WebEx link go to

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 Contraction”, 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

Overbrook Road Relief Sewer Extension Task D
 CONTRACT NUMBER: 25185 SX0
 WORKDAY NUMBER: PROJ-10001321
 WORKING DAYS: 135

CONTRACTOR: _____
ADDRESS: _____
PHONE: _____

BID ITEM	COMM. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	130850	Mobilization	LS	1		\$
2	867150	15-Inch PVC Sewer Pipe and Fittings (SDR 35)	LF	700		\$
3	Write-In	Reconnect Existing House Connections to New Sanitary Sewer	EA	10		\$
4	875290	Standard Precast Sanitary Sewer Manhole - 48-Inch Diameter	VF	46		\$
5	Write-In	Sanitary Sewer Manhole Frame and Cover (Cast Iron) - 24-Inch Diameter	EA	5		\$
6	Write-In	Remove Existing Water Meter and Replace with New Water Meter	EA	6		\$
7	847270	Remove Existing Fire Hydrant and Replace with New Fire Hydrant	EA	1		\$
8	301112	Flowable Backfill For Utility Cuts	CY	40		\$
9	388100	Silt Fence	LF	1,435		\$
10	Write-In	Inlet Protection	EA	4		\$
11	Write-In	Tree Replacement	EA	2		\$

12	704345		Placing Furnished Topsoil, 4-inch Depth	SY	360		\$
13	705400		Temporary Seeding	LB	10		\$
14	Write-In		Temporary Mulching	SY	360		\$
15	Write-In		Turfgrass Establishment	SY	360		\$
16	Write-In	C	Contingent Turfgrass Sod Establishment	SY	360		\$
17	120500		Maintenance of Traffic	LS	1		\$
18	120550		Graded Aggregate Base for Maintenance of Traffic - Stage 1	Ton	210		\$
19	899210		Hot Mix Asphalt for Temporary Trench Repair - Stage 1	Ton	35		\$
20	899200		Hot Mix Asphalt for Permanent Trench Repair - Stage 2	Ton	134		\$
21	899350		Remove and Replace Existing Curb and Gutter	LF	50		\$
22	899300		Remove and Replace Existing Concrete Sidewalk	SF	125		\$
23	899243		Remove and Replace Existing Concrete Driveway Apron	SY	63		\$
24	Write-In	C	Contingent Milling of Existing Asphalt Pavement	SY	850		\$
25	Write-In	C	Contingent Hot Mix Asphalt Superpave Overlay Pavement	Ton	51		\$
26	120620	F	Temporary Traffic Signs	SF	25	\$22.00	\$550.00
27	Write-In	F	Test Pit Excavation / Conventional Excavation Methods	CY	10	\$360.00	\$3,600.00
28	Write-In	F	Test Pit Excavation (Vacuum)	CY	10	\$650.00	\$6,500.00
29	Write-In	F	Class 3 Excavation / Select Backfill - Proper Disposal Of Unsuitable Material	CY	25	\$130.00	\$3,250.00

30	Write-In	F	Borrow For Backfilling Trenches - Proper Disposal Of Unsuitable Material	CY	100	\$80.00	\$8,000.00	
31	800040	F	Mix No. 1 Concrete	CY	10	\$450.00	\$4,500.00	
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:

Date: _____

By: _____
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.)]

Overbrook Road Relief Sewer Extension Task D
Contract Name

25185 SX0
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

**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

CONTRACT NUMBER:
25185 SX0

BALTIMORE COUNTY PREVAILING WAGE RATES
HIGHWAY CONSTRUCTION

12/12/2025

POWER EQUIPMENT OPERATOR - GRADALL	CR	\$34.00		\$13.55
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/offerors shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offeror'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/Offeror. The prime shall submit a list of all subcontractors.
4. For DPW contracts, if the bidder/offeror 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/offeror intends to use a MWBE joint venture as a subcontractor to meet its MWBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.
5. If the bidder/offeror's proposed MWBE participation does not meet the MWBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Returning Records: The bidder/offeror 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/offeror, 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/offeror, 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 # 25185 SX0 is a minimum of 25%. 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

**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

<p>MWBE PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Email Address: _____</p> <p>Certified Yes No No</p> <p>Certifying Jurisdiction _____</p> <p>Date: _____</p>	<p>MWBE PRIME CONTRACTOR</p> <p>Minority Status:</p> <p><input type="checkbox"/> African American</p> <p><input type="checkbox"/> Hispanic American</p> <p><input type="checkbox"/> Women</p> <p><input type="checkbox"/> Asian American</p> <p><input type="checkbox"/> Native American</p> <p>Reviewed and Accepted by Baltimore County Minority Business Enterprise Office</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p>
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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

Rev 12/2024

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 **25185 SX0** “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, on or before the expiration of **ONE HUNDRED THIRTY FIVE (135) WORKING DAYS** (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 the Contract Period, as may be extended by the County, until the Contractor achieves Final Completion and Final Acceptance of the Project.

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

D'Andrea L. Walker, County Administrative Officer

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

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.

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)		
Overbrook Road Relief Sewer Extension Task D		20 _____
Contract Name	Date of Contract	
25185 SX0		20 _____
Contract Number	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

Penal Sum of Bond (express in words and figures)

DOLLARS \$ _____

Contract Name

Date of Contract

Contract Number

Date Bond Executed

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

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

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

THE SURETY FURTHER GUARANTEES That it is (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.

- 2.1.4 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.

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.