

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

Division of Construction Contracts Administration



Contract Number 25188 SX0
SEWER DESIGN SECTION
Bird River Road Sewer Extension – Health Project
(10613 and 10615 Bird River Road, Middle River, MD 21220)
Middle River – District 15c5
Workday Number PROJ-10000824

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, May 20, 2026 at 10:00 a.m. EST via WebEx. *Phone-In* (Audio Only) 1-415-655-0001, Meeting Number 2301 632 6689##. *Video Conference* go to <https://signin.webex.com/join> Meeting Number 2301 632 6689, Password **pDRJArSr723**, 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 98-108** and First Source Hiring **see pages 99-100**
(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 109-123**

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 **ONE HUNDRED AND TWENTY (120)** 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 \$800.00.

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, Obligee 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 Obligee under this bond until the notice of claim is mailed.
3. When the Obligee 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 Obligee 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 Obligee 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: _____

BALTIMORE COUNTY
BIRD RIVER ROAD SEWER EXTENSION
JOB ORDER NO. PROJ-10000824
CONTRACT NO. 25188 SXO

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SUMMARY OF WORK
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Not used.		
PART 3 - CONSTRUCTION		
Not used.		

SECTION SP-01010

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-10000824, Contract No. 25188-SXO – Bird River Road 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; construction of the new 8-inch PVC sanitary sewer and manholes; construction and connection of new house connections to the new 8-inch sewer; 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 – Materials: 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 consists of the construction of approximately 160 linear feet (LF) of new 8-inch gravity sewer within an existing Baltimore County Drainage and Utility Easement located south of 10613 Bird River Road and to the north of 630 Williams Court. Construction of the new 8-inch gravity sewer will extend from existing manhole MH 74122 and continue east before ending near the southeast corner of 10615 Bird River Road.
- 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 BIRD RIVER ROAD SEWER EXTENSION PROPOSED 8" SANITARY SEWER. These plans contain drawings numbered 2025-3771 through 2025-3774 inclusive, totaling 4 (four) 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-10000824, CONTRACT NO. 25188-SX0, BIRD RIVER ROAD SEWER EXTENSION PROPOSED 8" 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 and Transportation, "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 construction of the 8-inch gravity sewer work in this Contract, including installation of the pipeline, manholes, connection of the house connections, and testing, shall be completed within 40 working days of the Notice to Proceed.
- B. Contract time is defined in Section GP-1.05 of the STANDARD SPECIFICATIONS.

PART 2 – MATERIALS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION SP-01025

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 CONTINGENT ITEMS

- A. Contingent items are any Bid Item listed in the Contract Documents and included in the Bid for the purpose of obtaining a Contract price. Such Bid Item(s) constitutes tender of an exercisable option to and for the benefit of the County to incorporate such Bid Item(s) into the Work in accordance with the stated Bid prices
- B. The Engineer shall have sole discretion in determining whether and to what extent such items will be incorporated into the project. The Engineer may order incorporation of such items at any location within the Contract and at anytime during the work. These items may not be located on the Plans. The estimated quantities set out in the Invitation for Bids for such items

are presented solely for the purpose of obtaining a representative bid price. The actual quantities employed may be only a fraction of, or many times the estimated quantity. Neither party shall make claims for additional compensation because of any increase, decrease or elimination of such items.

1.05 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. 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 3. CLEARING AND GRUBBING

1. This item of work consists of providing all material, labor, and equipment necessary to complete the clearing and grubbing of all necessary vegetation in accordance with Section 101 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and payment per the lump sum bid price will be made in accordance with Section 101.04 of the STANDARD SPECIFICATIONS.

ITEM 4. 8 IN. PVC SEWER PIPE AND FITTINGS (SDR 35)

1. This item of work shall consist of all labor, materials and equipment required to complete the 8-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.
2. Measurement and Payment per linear foot under this item will be made in accordance with Section SP-02600 of the TECHNICAL SECIFICATIONS.

ITEM 5. 4 IN. POLYVINYL CHLORIDE RISER PIPE AND PLUG/CAP

1. This item of work shall consist of all labor, materials and equipment required to complete the 4 in. polyvinyl chloride riser pipe and plug/cap 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 for payment for *4 Inch Polyvinyl Chloride Riser Pipe and Plug/Cap* will be on a vertical linear foot basis. Measurement will be made vertically along the centerline of the pipe for the length and size actually installed from the wye fitting to the cap as shown in the Contract Drawings. Payment will be made at the unit price per vertical foot for the sizes listed in the Proposal for bid item, "*4 Inch Polyvinyl Chloride Riser Pipe and Plug/Cap*," complete in place.

The price shall include the furnishing and installing of all materials, labor, tools, equipment; excavation of all materials; sheeting, shoring and bracing, control of water; borrow; backfilling and compacting; excavations and disposal of excess or unsuitable materials, pipe, fittings, plug/cap, bedding materials; complete restoration such as but not limited to road, driveways, sidewalks, curbs and lawn areas; necessary repairs or patches due to openings in the property being installed in accordance with the Standard Details for Construction when ordered by the Engineer, and all other incidental items and appurtenances necessary to complete this item of work.

ITEM 6. 4 IN. POLYVINYL CHLORIDE PIPE

1. This item of work shall consist of all labor, materials and equipment required to complete the 4 in. polyvinyl chloride pipe 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 linear foot under this item will be made in accordance with Section SP-02600 of the TECHNICAL SECIFICATIONS.

ITEM 7. STANDARD PRECAST SANITARY SEWER MANHOLE - 48 IN. 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 8. SANITARY SEWER MANHOLE FRAME AND COVER (CAST IRON) - 24 IN. DIAMETER

1. 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.

2. Measurement and Payment per unit under this item will be made in accordance with Section 362.04.02 of the STANDARD SPECIFICATIONS.

ITEM 9. STABILIZED CONSTRUCTION ENTRANCE

1. This item of work shall consist of all labor, materials and equipment required to complete the stabilized construction entrance, including installation, maintenance and removal, 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 shall be paid at the Contract unit price per each for stabilized construction entrance.
3. The unit price per each stabilized construction entrance actually installed shall include and cover furnishing all labor, materials and equipment necessary to complete the work required; to include, but not limited to, furnishing installing, maintaining, and removing the aggregate, geotextile and drain pipe required for the stabilized construction entrance including the mountable berm, if required, and all related work as shown, specified or directed.

ITEM 10. 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 11. TREE REMOVAL

1. This item of work shall consist of all labor, materials and equipment required to remove trees, as shown on the CONTRACT DRAWINGS, in accordance with Section 714 of the STANDARD SPECIFICATIONS, Section SP-02950 of the TECHICAL SPECIFICATIONS, and as directed by the Engineer.
2. Measurement and Payment per each tree removed will be made in accordance with Section 714 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.
4. 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.
5. 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. REMOVE AND REPLACE 5' SIDEWALK

1. This item of work shall consist of all labor, materials and equipment required to remove and replace 5' sidewalk including sidewalk ramp as directed by the Engineer in accordance with Section 610 of the STANDARD SPECIFICATIONS and STANDARD DETAILS R-19 and R-36B.
2. Measurement and payment shall be per square foot under this item will be made in accordance with Section 610.04 and sub-section 610.04.01 of the STANDARD SPECIFICATIONS.

ITEM 16. REMOVE AND REPLACE 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 17. HOT MIX ASPHALT SIDEWALK

1. This item of work shall consist of all labor, materials and equipment necessary to install the hot mix asphalt sidewalk as shown in the CONTRACT DRAWINGS, in accordance with Section 610 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per ton will be made in accordance with Section 610.04.02 of the STANDARD SPECIFICATIONS.

ITEM 18. CLASS I – RIP RAP CHANNEL/SWALE REPLACEMENT

1. This item of work shall consist of all labor, materials and equipment necessary to complete the Class I – Rip Rap Channel Protection Replacement, as shown in the CONTRACT DRAWINGS, in accordance with Sections 311 and 901 of the STANDARD SPECIFICATIONS and as directed by the Engineer.
2. Measurement and Payment per square yard will be made in accordance with Section 311.04.01 of the STANDARD SPECIFICATIONS.

ITEM 19. CONTINGENT TREE REMOVAL

1. This item of work shall consist of all labor, materials and equipment required to remove additional trees as directed by the Engineer, in accordance with Section 714 of the STANDARD SPECIFICATIONS, Section SP-02950 of the TECHICAL SPECIFICATIONS.
2. Measurement and Payment per each tree removed will be made in accordance with Section 714 of the STANDARD SPECIFICATIONS.

ITEM 20. CONTINGENT PINE 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, Section SP-02950 of the TECHICAL SPECIFICATIONS, and as directed by the Engineer.
1. Measurement and Payment per each tree installed will be made in accordance with Section 710.04.01 of the STANDARD SPECIFICATIONS.

1.06 FIXED PRICE CONTINGENT ITEMS

- A. These items of work shall be in accordance with Section 109 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 21. 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 22. BORROW FOR BACKFILLING TRENCHES - PROPER 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 23. 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 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION SP-01400

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
AASHTO	American Association of State Highway and Transportation Officials
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 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION SP-01900

SPECIAL CONDITIONS

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PART 2 - MATERIALS

Not used.

PART 3 - CONSTRUCTION

Not used.

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 EXISTING UTILITY FACILITIES

- A. Existing utilities shown in the CONTRACT DRAWINGS are from available records and are shown for the Contractor’s convenience only. The County expressly disclaims any responsibility for accuracy or completeness of information shown. Existing utilities and services shall be carefully investigated and protected by the Contractor. The Contractor shall test pit existing underground utilities with caution to verify information to his satisfaction prior to 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 kinds damaged. The Contractor shall be liable for any damages to existing utilities caused by his 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.

1.03 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.

1.04 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. Contract submittals will be submitted digitally. 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 in 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 the Baseline Schedule, Subsequent Monthly Progress Schedules, and Logical Sequencing and Layout of the Submitted Schedules (CPM Schedules).

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 can be used to accomplish the purposes for which it was intended.
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:
 - Activity number
 - Description of activity
 - Activity numbers for any predecessor and successor activities
 - Relationships with preceding activities
 - Activity duration in Calendar days
 - Percent of activity completed
 - Early start date (by calendar date)
 - Early finish date (by calendar date)
 - Actual start date (by calendar date)
 - Actual finish date (by calendar date)
 - 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 digitally.

1.05 CONTRACTOR TO SUBMIT BREAKDOWN AND CONSTRUCTION SCHEDULE

- A. 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.
- B. 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.

1.06 PERMITS

The Contractor shall procure all other permits as required, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

It is mandatory that all permits be obtained before the notice to proceed is issued.

1.07 ENGINEERING SERVICES BY CONTRACTOR

- A. Baltimore County has established bench marks for the Contractor.
- B. The Contractor shall provide competent engineering services as necessary to establish all other lines and grades to furnish, set and drive grade stakes, and do all other work necessary to lay out the work in accordance with dimensions and elevations shown on the CONTRACT DRAWINGS. The Contractor shall employ properly qualified personnel to perform the work herein described. The Contractor shall furnish and set all templates and batter boards. The Contractor will be held responsible for the maintenance of all baselines, control points and benchmarks established by the County, and if any of these are carelessly or willfully disturbed, the Contractor shall replace them at no additional cost to the County. The Engineer reserves the right to check any and or all layouts established by the Contractor prior to placing concrete or other materials or installing equipment and all errors discovered by the Engineer during such checks shall be remedied by the Contractor at no additional cost to the County before work on that item proceeds.
- C. The Contractor shall furnish, at no additional cost to the County, all technical personnel, labor, instruments and materials, including grade stakes, necessary for establishing, marking and maintaining lines, grades and measurements necessary to the prosecution of the work.
- D. All finished surfaces shall conform to the lines and grades shown on the CONTRACT DRAWINGS.

1.08 SITE VIDEO

- A. Description of Work:
 - 1. The Contractor shall videotape the entire construction route prior to construction and shall provide digital 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:

- 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:

- 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:

- 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:

- 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

- All video files shall be appropriately named by sequence number, location, and project name in a manner acceptable to the County.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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

- 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.
- 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.
- 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.
- 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.

1.09 MAINTENANCE OF TRAFFIC

- A. A minimum single lane of traffic is required to be maintained at all times on all roadways.
- B. At the end of each workday, the Contractor is required to complete the following:

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1. 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.
- 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 (MUTCD). 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 MUTCD (Latest Edition) shall be utilized.

1.10 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.

1.11 CONTRACT DOCUMENTS – DESIGN INTENT

- A. 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.
- B. 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.
- C. 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.
- D. 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.

1.12 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.

1.13 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.

1.14 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.
- C. Cost for maintaining the record drawings shall be included in other items bid.

1.15 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.

1.16 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 and Transportation, 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 and Transportation, 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

1.17 GUARANTEE

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years 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.
 - 3. 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.
 - 4. That all structures and equipment designed to hold or convey water or prevent the entrance of water shall be watertight and leakproof at every point in accordance with their intended use.

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

1.18 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 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.
- C. The Contractor may 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. The cost of the watertight sheeting and/or trench shield shall be included in the cost of the pipe.
- D. 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.
- E. The Contractor shall design the dewatering system to ensure 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.
- F. 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.
- G. 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.

H. 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.

1.19 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.

1.20 SOIL EROSION AND SEDIMENT CONTROL

Adequate control of soil erosion and sedimentation of both a temporary and permanent nature, or areas disturbed by this work, shall be provided.

It shall be the Contractor's responsibility to adhere to the "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control," as approved and adopted by the State of Maryland Water Resources Administration. The Contractor also shall be responsible to adhere to the Sediment and Erosion Control Plan in the CONTRACT DRAWINGS, as approved by the Baltimore County Soil Conservation District.

In addition, the Baltimore County Inspector will keep a daily record of sediment control failures or problems; and these problems must be corrected immediately. No construction work shall proceed while failures or problems exist in the sediment control measures.

1.21 SEEDING AND MULCHING SLOPES

Section 704.01, Description, is amended to include the following:

“This item shall include the installation of erosion control fabric in lieu of mulching. It generally shall be used on embankment slopes steeper than three (3) horizontal to one (1) vertical.”

Section 704.03, Construction, is amended to include the following:

“Erosion Control Fabric:

After application of topsoil, seed, seedbed and fertilizer, a layer of erosion control fabric shall be installed.

Erosion control fabric shall be installed by draping loosely over the seeded area but shall not be tightly stretched. In areas where the seeded area slopes are greater than three (3) horizontal to one (1) vertical, the fabric shall be applied vertically with paper strips oriented parallel to the slope. When two (2) or more lengths of fabric are required to be installed side by side, the fabric shall be overlapped a minimum of 4 inches. Fabric lengths installed end-to-end shall overlap a minimum of 4 inches with the upgrade section on top of the lower grade section. Each length of fabric shall be stapled in three (3) rows, each edge and the center, with staples placed on a maximum of 3 feet on centers. Fabric overlap shall be stapled on 9-inch centers across the fabric overlap. Installation shall conform to the manufacturer’s instructions.”

Section 704.04, Method of Measurement and Payment, is amended to include the following:

“Erosion control fabric will be measured on the basis of the square yards of ground surface actually covered.

Erosion control fabric will be paid for at the Contract unit price per square yard. This Contract unit price per square yard will be full compensation for all labor and materials, including fabric, staples, equipment, and incidentals required to satisfactorily complete the work.”

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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).

1.28 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.

1.29 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.

1.30 TEMPORARY STRAW MULCHING

- A. All non-paved areas disturbed 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.
- B. Measurement for temporary mulching shall be for all non-paved areas disturbed by sewer construction. Measurement and payment shall be made by the Contract unit price bid per square yard for Temporary Straw Mulching, which price will be full compensation for all labor, material, equipment and incidentals required to satisfactorily complete the work as specified.

1.31 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.
3. Measurement and Payment

- a. 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.

C. DISPOSAL OF EXCESS SOIL AND DEMOLITION MATERIALS

- 1. 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

D. FIRE HYDRANT UTILIZATION

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

1.32 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.

1.33 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.

1.34 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, digital 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.

PART 2 - MATERIALS

Not Used

PART 3 - CONSTRUCTION

Not Used

END OF SECTION

SECTION SP-02200

EARTHWORK, EXCAVATION, TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall provide all labor, materials, equipment and services necessary for, and incidental to, preparing the site, excavating, trenching, excavation support and dewatering systems, drainage, pumping, proof-rolling, laboratory testing, backfilling, compacting, in-place field compaction testing, and protection of the work as shown on the CONTRACT DRAWINGS, and in accordance with Sections 361 and 362 of the STANDARD SPECIFICATIONS except as modified herein.
- B. The Contractor shall accept the site in the condition in which it exists at the time of the award of the Contract.
- C. All materials excavated shall be unclassified, as described in Paragraph 3.1 of this Specification and in accordance with the General Provisions of the STANDARD SPECIFICATIONS. The Engineer will determine whether materials that are to be used in the work are suitable or unsuitable, as defined in Paragraph 2.1 of this Specification, after reviewing the test results as required in Paragraph 1.4 of this Specification. All excess or unsuitable materials excavated shall be removed from the site by the Contractor and disposed of at a permitted off-site disposal location of its own choosing, at no additional cost to the County.

1.02 RELATED WORK INCLUDED ELSEWHERE:

Section SP-01025	MEASUREMENT AND PAYMENT
Section SP-01400	QUALITY CONTROL
Section SP-01900	SPECIAL CONDITIONS
Section SP-02600	SANITARY SEWERS
Section SP-02605	PRE-CAST SANITARY SEWER MANHOLES

1.03 QUALITY ASSURANCE Codes and Standards:

The following Standards in effect on the date bids are received form a part of this Specification to the extent indicated by the following references:

- A. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO M 6 - Fine Aggregate for Portland Cement Concrete
 - 2. AASHTO M 43 - Standard Sizes of Coarse Aggregate for Highway Construction
 - 3. AASHTO M 145 - Classification of Soils and Soil-Aggregate Mixtures
 - 4. AASHTO T 88 - Particle Size Analysis of Soils
 - 5. AASHTO T 89 - Determining the Liquid Limit of Soils
 - 6. AASHTO T 90 - Determining the Plastic Limit and Plasticity Index of Soils

7. AASHTO T 119 - Slump of Portland Cement Concrete
8. AASHTO T 180 - Moisture-Density Relations of Soils Using 10-lb. Ram and 18-inch Drop
9. AASHTO T 99 - Moisture-Density Relations of Soils Using 5-lb. Ram and 12-inch Drop
10. AASHTO T 191 - Density of Soil In-Place by the Sand-Cone Method
11. AASHTO T 206 - Penetration Test and Split-Barrel Sampling of Soils
12. AASHTO T 238 - Density of Soils and Soil-Aggregate In-Place by Nuclear Methods
13. AASHTO T 239 - Moisture Content of Soil and Soil-Aggregate In- Place by Nuclear Methods
14. AASHTO T 265 - Laboratory Determination of Moisture Contents of Soils

B. American Society for Testing and Materials (ASTM):

1. ASTM D421 - Standard Practice for Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants
2. ASTM D422 - Standard Test Method for Particle-Size Analysis of Soils
3. ASTM D1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
4. ASTM D2216 - Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
5. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
6. ASTM D2922 - Standard Test Methods for Density of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth)
7. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
8. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
9. ASTM D5261 - Standard Test Method for Measuring Mass Per Unit Area of Geotextiles
10. ASTM E329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

All work shall comply with 29 CFR Part 1926 Safety and Health Regulations for Construction of the Code of Federal Regulations.

1.04 MONITORING AND TESTING

A. Monitoring:

The Contractor shall perform excavation, sub-grade preparation, and construction of fills and backfills under the direct monitoring and approval of the Engineer. The Contractor shall allow safe access for the Engineer to all parts of the project at all times.

B. Testing:

Revise (borrow language from 17150 SX0)

C. Testing Facilities:

The testing consultant shall provide the services of an approved commercial testing laboratory. Approval of testing facilities shall be based on requirements described in ASTM D3740 and ASTM E329.

D. Laboratory Testing:

Test reports or material certifications shall be submitted to the Engineer prior to use of any material in the work. Any change in the source or change in the character of the material shall require the Contractor to retest and resubmit for approval. Material certifications and laboratory test reports shall include the following:

1. Source of Material
2. Particle Size Analysis (AASHTO T 88)
3. Modified Proctor (AASHTO T 180)
4. Natural Moisture (AASHTO T 265)
5. Atterberg Limits (AASHTO T 89 and T 90)

E. In-Place Field Compaction Testing:

1. Nuclear gauge calibration checks of both density and moisture shall be performed by the Contractor's consultant at the beginning of the project, and at intervals as directed by the Engineer. The calibration curves shall be checked and adjusted, if necessary, by the procedure described in ASTM D2922 paragraph "Adjusting Calibration Curve". Copies of calibration curves and results of calibration tests shall be furnished to the Engineer within 24 hours of the conclusion of tests.
2. The Contractor's consultant shall perform full-time inspection and in-place field compaction tests of the density and moisture content of fill and backfill. Upon completion of each layer of fill in a designated area, the Contractor shall be required to allow time for the Engineer to inspect the tests performed by the testing consultant. Copies of test results shall be furnished to the Engineer within 24 hours of the conclusion of tests.
3. The Engineer or Engineer's qualified testing consultant may perform and pay for additional tests to check the Contractor's work. The Contractor shall provide a smooth surface at any point requested by the Engineer on which to perform the compaction test.
4. Tests performed by the Contractor's consultant shall be in randomly selected locations and in

sufficient numbers to verify that the specified density is being obtained. The following number of field density tests shall be the minimum acceptable for each type of operation:

- a. Fills: One test per lift per 10,000 square feet or fraction thereof.
 - b. Backfill Against Structures: One test per lift per 100 linear feet.
 - c. Trench Bedding and Backfill: One test per lift per 200 linear feet.
5. If the compaction test results do not meet those specified, the material shall be removed, replaced, re-compacted, and retested to meet the specification requirements.

1.05 JOB CONDITIONS

A. Subsurface Investigations

1. Subsurface soil/test borings have not been performed. The Contractor shall be responsible for performing a subsurface investigation as the Contractor's deems necessary. Subsurface investigation shall be performed at no additional cost to the County and are incidental to the Proposal.
2. The Contractor shall be responsible for reading the geotechnical data, and shall become familiar with the site and the subsurface conditions. Ignorance of conditions will not be accepted as a basis of claim for additional compensation. No additional compensation will be allowed the Contractor because of subsurface conditions actually encountered in the work.
3. The Contractor shall determine to its own satisfaction the ground water conditions and character and type of soil, decomposed rock, rock and other material to be encountered in the work to be done under this Contract.
4. If the Bidder determines, after visiting the site, that the data is not sufficient for bid preparation, the bidder may make its own investigation and tests, at a time acceptable to the Engineer and as specified elsewhere. All government and private approvals and/or permits shall be obtained in writing by the Contractor prior to performing any investigations or tests.

B. Existing Utilities

1. The existing utilities shown on the CONTRACT DRAWINGS are from available records and field surveys. The Contractor shall verify all information to its own satisfaction, and shall notify the Engineer of any impact to the work. The Contractor shall test pit existing utilities that impact construction two weeks in advance of excavation. These test pits shall be performed at no additional cost to the County and are incidental to the Proposal.
2. Should uncharted piping or other utilities be encountered during excavation, the Contractor shall notify the Engineer immediately. The Contractor shall cooperate with the Engineer in keeping services and facilities in operation.
3. Utilities designated to remain in place, or which serve adjacent structures are to be protected and maintained at all times during construction. Active utility lines damaged in the course of construction operations shall be repaired or replaced immediately at no additional cost to the County.
4. The Contractor shall demolish and completely remove from the site existing underground

utilities that are designated to be removed. Where existing utilities interfere with placement of the work, the Contractor shall relocate utilities as a part of the work, as directed by the Engineer.

1.06 DEWATERING, DRAINAGE AND PUMPING

- A. During construction, the construction and excavation operations shall be performed in such a manner that the excavations shall be well drained at all times. Sufficient grading shall be performed during the progress of the work so that no water, at any time, is allowed to flow towards the walls of the structures or trenches. The entire site shall be well drained and free from water pockets. When necessary, sumps shall be provided and pumped continuously. The Contractor shall maintain and keep all ditches open and free from soil and debris while in service or until final acceptance of the work and all grading shall be done on neat, regular lines. All work shall be done in proper sequence with all other associated operations. Before any slab or surfacing is placed, all utilities to be covered shall be installed and all drainage facilities shall be installed which are required to allow free and uninterrupted flow of the surface and ground water from the site or to pumping sumps.
- B. The Contractor shall provide and continuously operate and maintain all temporary dewatering, drainage and pumping systems required to satisfactorily perform all work under the Contract. Water shall be controlled to such an extent as may be necessary to keep excavations free from water during construction and to maintain a minimum of 12 inches dry below the bottom of pipes and structures. The Contractor shall be entirely responsible for the design and adequacy of the dewatering system.
- C. Dewatering systems required to perform the work shall be provided, operated and maintained by the Contractor at no additional cost to the County. The measurement for payment of the dewatering of the construction trench shall be included in the unit price bid for the appropriate bid items which price shall include pumps, above ground pipeline, tanks and all other materials, tools, labor and incidentals necessary to complete the item.
- D. The Contractor shall exercise every precaution to prevent flotation of any of the work constructed under this Contract, and the Contractor shall be responsible for all damage due to flotation.
- E. Such grading shall be done as necessary to prevent surface water from flowing into trenches or other utility excavations, and any water accumulating therein shall be continuously removed and properly filtered to remove sediment.
- F. The method of water disposal shall be in accordance with State of Maryland sediment and storm water management requirements, OSHA Standards, and in compliance with *Maryland Standards and Specifications for Soil Erosion and Sediment Control* and all other regulatory agencies.
- G. Methods of dewatering excavations shall be at the Contractor's discretion. Continuous investigations and checks shall be made by the Contractor to assure that the dewatering system employed is functioning properly, and not causing damage or settlement to adjacent surfaces or structures. Temporary pipes or flumes shall be used to carry surface water across open and/or unstabilized construction areas. The system shall be modified as required and repairs for damage caused by the system shall be the responsibility of the Contractor.
- H. Should the Contractor's dewatering operations affect any existing private water supply well or spring used as a water source, the Contractor shall, at no additional cost to the County, take whatever steps are necessary to provide uninterrupted water service, including the installation of temporary water lines or the installation of permanent wells with treatment systems, if required. The Contractor shall provide bottled water immediately to residents whose private wells are damaged during construction.

1.07 TEMPORARY EXCAVATION SUPPORT SYSTEMS

The Contractor shall support the sides and ends of all excavations with sheeting, shoring, stringers, trench boxes or other methods of the type, size and quality required for either temporary or permanent support. The Contractor shall submit details of his excavation support system. The Contractor will be entirely responsible for the design and adequacy of the approved excavated support system.

Pile driving hammers or vibratory hammers shall only be used to drive or extract temporary excavation support systems when approved in writing by the Engineer. However, the Contractor shall be responsible for any damage caused by operations involving vibrations.

Direction by the Engineer to leave portions of the temporary excavation support systems in-place, or the absence of direction by the Engineer to leave portions in place, does not relieve the Contractor from its responsibility to protect existing structures and facilities.

- A. Unless otherwise specified on the CONTRACT DRAWINGS or directed by the Engineer, temporary excavation support systems shall be removed as refilling proceeds, in a manner so as not to damage any pipelines, structures, roadbed, fill or private property.

Payment will not be made for use of temporary excavation support systems; the cost will be incidental to the appropriate bid items in the Proposal.

- B. If, where specified on the CONTRACT DRAWINGS, excavation support systems are to be left in-place after backfilling has been completed, they shall be cut off 2 feet below finished grade.

Payment will not be made for excavation support systems specified on the CONTRACT DRAWINGS to be left in-place; the cost is included in the appropriate bid items in the Proposal.

- C. If the Engineer determines that removal of temporary excavation support systems will jeopardize any existing facilities or any of the work performed under this Contract, the Engineer may direct the Contractor to leave all or part of the temporary excavation support systems in-place and to cut them off 2 feet below finished grade.

Additional payment for temporary excavation support systems directed by the Engineer to be left in-place will be in accordance with the appropriate contingent bid items.

- D. Although not directed by the Engineer, if the Contractor determines that removal of temporary excavation support systems will jeopardize any existing facilities or any of the work performed under this Contract, the Contractor may, with the written approval of the Engineer, leave all or part of the temporary excavation support systems in-place and shall cut them off 2 feet below finished grade.

Payment will not be made for temporary excavation support systems requested by the Contractor to be left in-place.

1.08 RESPONSIBILITY FOR CONDITION OF EXCAVATIONS

- A. The Contractor shall be entirely responsible for the condition of all excavations performed by the Contractor, for the entire period of the Contract. All slides, caves or other unacceptable conditions shall be promptly corrected whenever they occur, without extra compensation.

- B. The neglect, failure or refusal of the Engineer to order or approve any excavation support system shall not in any way or to any extent relieve the Contractor of any responsibility concerning the conditions of excavations or of any of its obligations under the Contract; nor shall any delay whether caused by an action or want of action on the part of the Contractor or by any action or want of action of the Engineer, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of its obligations under the Contract relating to injury of persons or property nor entitle it to any claim for extra compensation.

1.09 PROTECTION OF PROPERTY, STRUCTURES AND UTILITIES

The Contractor shall, at its own risk and at no additional cost to the County, maintain, support-in-place, and protect all pipes, poles, cables, utilities, walls, buildings, and other structures or property in the vicinity of its work, whether above or below ground, or that may appear in the excavation. The Contractor shall at all times have available on-site sufficient quantity of timber, planks, beams, chains, ropes, etc., and shall use them as necessary for supporting any structures and utilities that are uncovered, undermined, endangered, threatened or weakened. The Contractor shall be responsible for all damage, shall take all risks, and shall assume all expense for injury or damage, to any person or property of every kind and description, caused directly or indirectly by the Contractor's work, whether such structures or utilities are or are not shown on the CONTRACT DRAWINGS. In the event that the Contractor damages any existing utility lines the Contractor shall notify Engineer immediately.

1.10 SUBMITTALS

The Contractor shall submit the following in accordance with SP-01900 of these TECHNICAL SPECIFICATIONS.

- A. Qualifications of the independent, professional testing consultant and commercial testing laboratory shall be submitted to the Engineer for approval prior to use in the work, in accordance with Paragraph 1.4 of this Specification.
- B. Material certifications and laboratory test reports shall be submitted to the Engineer for approval prior to use in the work, in accordance with Paragraph 1.4 of this Specification.
- C. Manufacturer's product catalog data for geosynthetics (geotextiles, geogrids, geocomposites, geomembranes, etc.) to be furnished, shall be submitted to the Engineer for approval, showing compliance with this Specification. The submittal shall be provided a minimum of two weeks prior to the planned installation of the materials, shall include two samples of each material to be furnished, and shall be labeled appropriately with the Manufacturer's name and product identification.
- D. A Compaction Plan shall be submitted to the Engineer for approval, including a list of proposed compaction equipment to be used, manufacturer's specifications and catalog data, and the Contractor's plan for compaction in the work.
- E. Delivery tickets shall be submitted by the Contractor for each load of material brought to the site under the authorization of the Engineer showing the following information:
 - 1. Name and location of supplier or source.
 - 2. Type and amount of material delivered by volume and weight.
 - 3. Test information on the material as required by this Specification Section.

- F. Copies of nuclear gauge calibration curves and results of calibration tests shall be furnished to the Engineer within 24 hours of conclusion of tests.
- G. Copies of test results and re-test results of in-place field compaction shall be furnished to the Engineer within 24 hours of conclusion of each test.
- H. Excavation Support Systems and Dewatering Systems:
1. Contractor shall submit working drawings and calculations for the design of all excavation support systems and dewatering systems to be utilized for the project that are over 4 feet in depth or are within 10 feet of any roadway or structure. The working drawings and calculations shall be performed by an engineer obtained and paid for by the Contractor. The Contractor's engineer shall be a professional engineer engaged in such practice and licensed in the State of Maryland, and shall sign and seal all drawings and calculations. Signed and sealed drawings and calculations submitted to the Engineer will be for information only.
 2. The working drawings and calculations for the dewatering systems shall include the following information:
 - Planned method of dewatering.
 - Excavation plan.
 - Location of the water table before and during dewatering.
 - Location and capacity of such facilities as dewatering wells, well points, sumps, collection and discharge lines, proposed standby unit, and protective fills and ditches required for control of ground water and surface water.
- The Contractor shall design his dewatering system to ensure 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 and Sediment Control*.
3. The Contractor shall design his 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 utilities, roads, buildings, structures, walls, poles, etc., that are affected by the dewatering.
 4. The Contractor shall obtain and submit copies of all permits that may be required for installation and operation of pumps, well points and dewatering wells.
 5. The Contractor shall be responsible for determining the existing subsurface conditions for the excavation support systems and dewatering systems. The Engineer does not guarantee or warrant the conditions actually encountered on this project. The Engineer will not be held responsible for the basis of claims by the Contractor or any other parties in the execution of these systems. The Contractor's submittals of the excavation support systems and dewatering systems, prepared by the Contractor's engineer, are for information purposes only.
- I. The Contractor's proposed means and methods for rock excavation and disposal shall be submitted to the Engineer for approval, including detailed descriptions of the means, methods, equipment and materials to be used, methods for limiting ground motion, pre- and post-blast surveys, and all other submittal requirements in accordance with Paragraphs 3.6 and 3.7.

J. Flowable Fill Fly Ash

1. Sources of fly ash shall be submitted to the Engineer for approval.
2. Material test data of fly ash representative of the source shall be submitted to the Engineer a minimum of 30 days prior to use. Test data shall include characteristics of the ash leachate as determined by the Toxicity Characteristics Leaching Procedure (TCLP) in accordance with EPA SW-846, with respect to leachate metals.
3. The sources of all materials and mix design must be submitted to the Engineer a minimum of 30 days prior to use, in order to allow testing of the mix design by the Engineer. The design must produce a material with a 28-day compressive strength of 50 to 200 psi.
4. The Contractor shall submit working drawings and any applicable calculations to the Engineer a minimum of 30 days prior to the placement of flowable fill beneath the existing building. The working drawings shall include the following information:
 - Planned method of placing flowable fill.
 - Planned method of determining when all voids have been filled.
 - Planned method of monitoring building for movement should the Contractor elect to pressure inject flowable fill.

PART 2 - MATERIALS

2.01 FILL AND BACKFILL MATERIAL

- A. Fill and backfill material shall be suitable material from on-site excavations or from other sources, unless otherwise shown on the CONTRACT DRAWINGS. The material shall be clean earth. The material shall be free from vegetable matter, organic material, sludge, grit, trash, muck, roots, logs, stumps, frozen material or other deleterious substances. Rubber, ashes, cinders and other miscellaneous inorganic fill substances removed from required excavations within the project and which in the judgment of the Engineer will decompose, consolidate further, or shrink appreciably within the fill may not be incorporated in the fill. Rubble and construction debris shall not be used in the work.
- B. Except as otherwise specified or approved, the material shall not contain rocks or lumps larger than 6 inches in greatest dimension. No rocks or lumps larger than 3 inches in greatest dimension will be allowed within 12 inches of subgrade, or within 12 inches of pipes in all directions, or within 24 inches of any structure during backfill. The material shall not contain mica in quantities that, in the judgment of the Engineer, are sufficient to affect compaction characteristics. Materials having a maximum dry density of less than 100 pounds per cubic foot (AASHTO T 180), and materials having a plasticity index (AASHTO T 90) greater than 30, shall not be used unless specifically approved in writing by the Engineer.
- C. Suitable material is any material that is not frozen and that has a moisture content at the time it is placed that enables the material to be compacted to the density specified, and that meets the quality requirements specified above for the particular location and application specified. Unsuitable material is any material not meeting all the requirements for suitable material.

2.02 GEOTEXTILE

Geotextile shall be used only where specified on the CONTRACT DRAWINGS or as required by the Engineer, and shall meet the following requirements.

Geotextile shall be a nonwoven fabric consisting of continuous filaments of polyester or polypropylene formed into a stable network by needle punching. It shall be inert to commonly encountered chemicals and hydrocarbons, mildew and rot resistant, and insect and rodent resistant. The fabric shall have a mass per unit area of at least 6 ounces per square yard as determined by ASTM D5261.

The geotextile shall provide a permeable layer or media, while retaining the soil matrix. It shall be provided in rolls wrapped with protective covering to protect the fabric from mud, dirt, and debris. The geotextile shall be TC Mirafi 160N or approved equal.

2.03 TOPSOIL

Topsoil shall meet the requirements of Paragraph 3.14.

2.04 HOT MIX ASPHALT (HMA)

Hot Mix Asphalt (HMA) shall meet the requirements of Paragraph 3.15 and shall be used only where specified on the CONTRACT DRAWINGS or as required by the Engineer, and shall be furnished from a specific source or sources approved in writing by the Engineer.

2.05 FLOWABLE FILL

Flowable fill shall consist of a mixture of fly ash, Portland cement, fine aggregate and water. Portland cement, fine aggregate, when used, and water shall conform to the requirements of Section 313 of the STANDARD SPECIFICATIONS.

Insert section 2.6 here (See Clay Dam Material in 17150 SX0)

PART 3 - CONSTRUCTION

3.01 EXCAVATION AND SUBGRADE PREPARATION

- A. Excavation shall be unclassified, and shall consist of the excavation of whatever material is encountered to the lines, grades, and sections shown on the CONTRACT DRAWINGS and specified, including such excavation as is necessary for grading, pavements, walls, piers, slabs, footings, structures, ditches, curbs, trenches, utility systems and their appurtenances, and other features. Excavation is included in the bid items in the Proposal, and in accordance with the contingent unit price items.
- B. Suitable material removed from the excavation shall be reused as fill and backfill in the grading, filling, backfilling and preparation of subgrade for pavements, structures, and trenches and at such other places as directed, to the extent required to complete the work, unless otherwise shown on the CONTRACT DRAWINGS. On-site excavated material that is determined to be unsuitable due to inadequate or excessive moisture content, shall be made suitable by thawing the material if it is frozen, or by aerating the material if it is too wet, or by spraying the material if it is too dry, to bring the moisture content within the required range. The material shall then be thoroughly mixed

for uniform distribution of moisture content prior to placement and compaction, all at no additional cost to the County.

The Contractor shall properly store or stockpile and protect in approved manner, all materials that are to be reused in the work. The Contractor shall replace, at his own expense, material that was suitable when excavated, which has subsequently become unsuitable because of careless, neglectful, wasteful or unprotected storage. All unsuitable or excess material removed from the excavation shall be removed from the site and disposed of by the Contractor, at no additional cost to the County, except where disposal on the site is specifically provided for and approved in writing by the Engineer.

- C. Where, in the opinion of the Engineer, unsuitable subgrade conditions are encountered under foundations, slabs, footings, pavements, structures, or utilities, a determination will first be made by the Engineer whether the condition is due to the in-situ condition, or is caused by the Contractor's construction methods.
1. Unsuitable foundation materials, which in the judgment of the Engineer are due to in-situ conditions, shall be excavated when ordered in writing by the Engineer, to the extent directed by the Engineer. All unsuitable material shall be removed to a firm bottom below subgrade elevations. The excavation below subgrade shall be refilled using suitable material. Under these conditions, payment for excavation below subgrade and backfill will be made in accordance with the applicable contingent unit price items included in the Proposal.
 2. Unsuitable foundation conditions, or areas disturbed or rendered unstable, which in the judgment of the Engineer are caused by the Contractor's construction methods or equipment, shall be corrected by the Contractor to the satisfaction of the Engineer. These corrections shall include the necessary excavations and backfills, all at no additional cost to the County.
 3. Over-excavation: Where excavations are made to a depth below the subgrade elevations shown on the CONTRACT DRAWINGS or specified, without authorization, the excess excavation shall be filled to the required level, as described above, at no additional cost to the County.
- D. Preparation of the surface: Before depositing fill material, the surface of the ground shall be cleared of all refuse, rubble, and other debris. All organic matter, mud, muck, sludge and unsuitable soils shall be removed from the surfaces upon which fills are to be placed and the surface shall be leveled. Openings, animal burrows, stump holes, old pipes and other holes and depressions shall be eliminated, filled or cleaned as required.
- E. Subgrade areas shall be proof rolled with a minimum of 3 slow passes of a large, smooth drum, vibratory roller capable of exerting a dynamic force of 4500 lbs./LF resulting in a net minimum dynamic force of 20,000 lbs. (10 tons) or greater. Proof rolling shall be performed to densify the areas and to locate soft areas. Soft areas shall be removed, under direction of the Engineer, and replaced with controlled, compacted fill as hereinafter specified.
- F. Subgrade for all foundations, slabs, footings, pavements, structures, and utility excavations, shall be firm, undisturbed earth/rock except where drainage courses or compacted fills are specified or are required in areas where unsuitable material has been removed.

- G. Whenever a condition is encountered where subgrade is at the bottom of a structure and subgrade is part rock and part soil, the rock shall be removed to a depth of 6-inches below subgrade and replaced with suitable material.
- H. Where fills are made on hillsides or slopes, the slope of the original ground upon which the fill is to be placed shall be plowed or scarified deeply or where the slope ratio of the original ground or rock surface is steeper than five horizontal to one vertical, the ground or rock shall be stepped or benched.

3.02 TRENCH EXCAVATION

- A. The length of trench opened at any one time or location in advance of the completed placement of the pipelines shall be not more than three pipe lengths of trench, unless by written permission of the Engineer. The Engineer shall be empowered at any time to require the backfilling of open trenches over completed pipelines if, in his judgment, such action is necessary. The Contractor shall have no claim for extra compensation, even though to accomplish said filling, he is compelled temporarily to stop excavation, or other work at any place.
- B. If work is stopped on any trench for any reason except by order of the Engineer, and if, in the opinion of the Engineer, the excavation is left open for an unreasonable length of time in advance of construction, the Contractor shall, if so directed, backfill the trench at no additional cost to the County, and shall not again open the trench until ready to complete the construction therein. If the Contractor refuses or fails to backfill the trench completely within twenty-four (24) hours after said notice, the Engineer shall be authorized to have the work done by others, and the Engineer shall charge the cost thereof to the Contractor and retain the same out of any monies due or to become due to the Contractor under the Contract.
- C. The width, depth, and clearances of trenches shall be excavated as necessary, as specified or directed, and as may be shown in the STANDARD SPECIFICATIONS. The clearance between each face of trench and external surface of barrel of pipe or hubs shall not be less than indicated. The sides of the trenches shall be vertical to the top of the pipe and practically plumb above this point and under no circumstances will they be allowed to be sloped except with the approval of the Engineer.
- D. In case the Engineer shall direct that the location of a trench be changed from that shown on the CONTRACT DRAWINGS on account of the presence of an obstruction or from other cause, or if changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation or to a claim for damage provided that the change is made before the excavation is begun.

3.03 TRENCH BACKFILL

Trench bedding, initial, and general backfill is included in the Proposal. Payment for trench undercut and refill using contingent unit price items will be in accordance with Section SP-01025 of the TECHNICAL SPECIFICATIONS, and will be based on the measurement of the actual in-place volume of material, but in no instance greater than the width shown on the Drawing details, for the full depth of the trench.

During backfilling, great care shall be taken not to disturb the pipes by dropping or throwing anything on them from the bank above, or by walking on top or alongside of them.

Trench backfill shall be as shown on the Contract Drawings details and in accordance with the STANDARD SPECIFICATIONS.

A. Trench Subgrade

1. Subgrade for trenches is defined as the bottom of the pipe bedding, as described later.
2. The trench subgrade shall be firm and stable undisturbed earth such as to provide a uniform and continuous bearing and support for the pipe and bedding.

B. Undercut and Refill

1. The Contractor shall undercut below trench subgrade, where in the opinion of the Engineer, unsuitable, soft or unstable material is encountered. The Contractor shall remove the unsuitable, soft or unstable material to a firm bottom or to the extent directed by the Engineer. Any part of the bottom of the trench excavated below the specified subgrade shall be corrected as described herein.
2. Refill material up to trench subgrade, for all types of pipe, shall be select material meeting the requirements as defined in the STANDARD SPECIFICATIONS.
3. Refill material shall be thoroughly compacted in accordance with the STANDARD SPECIFICATIONS. Normal bedding and pipe shall be placed directly onto the compacted refill.

If directed by the Engineer, prior to placing the refill, a nonwoven geotextile shall be placed directly onto the soft material in order to prevent movement of the soft material into the refill. The geotextile shall wrap around the refill and overlap for the full trench width. Normal bedding and pipe shall be placed directly onto the geotextile.

C. Pipe Bedding

1. Pipe bedding, for all types of pipe, shall be from trench subgrade up to the underside of the pipe barrel, haunch, and around to the top of the pipe. Pipe bedding shall be 12 inches thick (or deep) below the underside of the pipe barrel for rock subgrade. Pipe bedding for all types of pipe shall be 6 inches thick (or depth) below the underside of the pipe barrel for soil subgrade.
2. Bedding material, for all types of pipe, shall be No. 57 Aggregate meeting the requirements as defined in the STANDARD SPECIFICATIONS.
3. Bedding material shall be compacted using approved hand-operated mechanical tampers or approved compaction equipment before laying the pipe, during placement of the haunch, and around the pipe. Compacted bedding material shall provide a uniform and continuous bearing and support for the full length of each pipe, except for that portion under the bell. Bell holes shall be excavated in the bottom and sides of bedding to allow for the proper making of joints, without extra payment.
4. Clay dams shall be installed and compacted, as directed by the Engineer. The clay dam material shall meet the requirements of PART 2 - MATERIALS.

D. Initial Backfill:

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

E. General Backfill:

For this project, all areas shall be considered as improved areas, and full trench compaction is required. Final backfill, the area extending from 2 feet above a pipe to the subgrade, shall be refilled in layers not to exceed 8 inches. For all types of pipe suitable material from the project excavation shall be used for general backfill wherever possible. No rock shall be allowed in refilling until earth has been placed at least 2 feet over the pipes or structure. Above this, except for the last 1 foot, small stones not larger than 10 inches in their greatest dimension will be permitted in an amount not to exceed 20 percent of the volume of the backfill. Within these limits the stones will be well distributed throughout the mass.

For all material within $\pm 3\%$ of the optimum moisture content, the refill shall be tamped by approved mechanical means and compacted to 92% of AASHTO T 180 density to within the top foot of subgrade. The top foot of subgrade shall be compacted to 95% of the maximum density determined as noted above. Soils more than 3% below optimum moisture content shall be wetted to bring the moisture content to within $\pm 3\%$ of optimum.

3.04 ROCK EXCAVATION

- A. If rock excavation is necessary, it will be considered unclassified excavation and will not be a pay item. The cost for rock excavation shall be included in the applicable unit price bid for sanitary sewer pipe and/or precast sanitary sewer manholes.
- B. The Contractor shall excavate rock (as defined below), if encountered, to the lines and grades indicated on the CONTRACT DRAWINGS or as directed, shall dispose of the unsuitable excavated material and shall furnish suitable material for backfill in place of the excavated rock.
- C. The word "rock," wherever used as the name of an excavated material or material to be excavated, shall mean only boulders and pieces of concrete or masonry exceeding $\frac{1}{2}$ cubic yard in volume or solid ledge rock which, in the opinion of the Engineer, requires for its removal drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft, weathered, decomposed or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken, or previously blasted rock or broken stone and no rock beyond the maximum limits of the trench which may fall into the excavation will be considered "rock."
- D. Rock excavation methods employing the use of explosives, or employing mechanical or chemical methods other than the use of explosives, shall be submitted to the Engineer for approval. Regardless of the methods for rock excavation, the Contractor shall conform to the requirements for vibration control. The Contractor is responsible for operating in a safe manner, for producing smooth and sound rock surfaces at the lines of excavation, and for controlling damage and vibration.

- E. No blasting will be permitted without prior approval of type and method by the Engineer and all appropriate agencies.

3.05 EXCESS ROCK EXCAVATION AND DISPOSAL

- A. Rock, below normal subgrade, which is shattered due to drilling and blasting, shall be removed. Any and all excess rock excavation, whether resulting from over-breakage or other causes, which is below the normal elevation of subgrade shall be backfilled in pipe trenches and under pavements as for "Over-excavation" as described in Paragraph 3.1, and shall be backfilled for structures using concrete, at the Contractor's expense.
- B. If rock is excavated within a pipe trench beyond the limits of payment, the excess rock excavation, whether resulting from over-breakage or other causes shall be backfilled in accordance with Paragraph 3.3.
- C. The Contractor shall stockpile sufficient quantities of the excavated rock material for use in controlled fills and backfills, or for use as riprap, as may be described in Paragraph 3.1.
- D. Excavated rock material shall not be used in backfilling trenches, except as described in Paragraph 3.3.
- E. 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 at an approved dumping site immediately. No stockpiling of unsuitable material will be allowed.

3.06 TOPSOIL, SODDING, SEEDING AND MULCHING

- A. The Contractor shall be responsible for stripping all topsoil to depths in which found. The topsoil shall be carefully segregated from the trench materials and stockpiled for reuse in the work. Upon completion of the excavation work, the Contractor shall replace the topsoil to the depths in which found and to a minimum depth of 4 inches. The Contractor shall provide the hauling, grading and topsoil, as needed from approved off-site sources, and as required and necessary to provide the specified topsoil depth, all at the Contractor's expense and at no additional cost to the County.
- B. Subgrade for topsoil is defined as the surface upon which the topsoil is placed. Salvaged topsoil shall be existing topsoil stripped from the site within the prescribed limits. Furnished topsoil shall be the Contractor's responsibility to obtain from approved off-site sources.
- C. For all non-paved disturbed areas of the site, place a 4-inch depth of topsoil on areas to be seeded and a 2-inch depth of topsoil on areas to be sodded, unless otherwise noted on the CONTRACT DRAWINGS, or specified elsewhere. The Contractor shall provide grading and fine grading as required to restore the site. Upon completion of grading and prior to final seeding and mulching all debris shall be cleaned up and removed from the site.
- D. Fine grading, salvaged or furnished topsoil, sodding, seeding and mulching, and the placement thereof, shall in accordance with Sections 208, 701, 705, 708, and 920 of the STANDARD SPECIFICATIONS.

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.
- B. Excavation, backfill, and stone bedding for the sanitary sewer manholes shall be in accordance with the CONTRACT DRAWINGS, Section SP-02200 of these TECHNICAL SPECIFICATIONS, and the STANDARD SPECIFICATIONS.

1.02 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, equipment, and appurtenances necessary for constructing the Bird River Road Sewer Extension.
- B. The Contractor shall be aware that the CONTRACT DRAWINGS are based on the use of polyvinyl chloride (PVC) pipe and fittings. The Contractor shall verify all dimensions of fittings, pipe, appurtenances, equipment, etc., so that all of the pipe work performed will fit together properly and will conform to the arrangement as shown on the CONTRACT DRAWINGS.
- C. All work, materials, and incidentals necessary to the construction and testing of the underground piping, including excavation and backfill, laying and joining of pipe, and other miscellaneous work shall meet the requirements of STANDARD SPECIFICATIONS except as may be modified herein.

1.03 SUBMITTALS

- A. The Contractor shall make all submittals in accordance with Section SP-01900 of these TECHNICAL SPECIFICATIONS.
- B. Shop drawing submittals shall include certification that the pipe, fittings, and appurtenances are in conformance with the applicable standards and design criteria as specified herein, and include details of special fittings, joint and gasket dimensions.

1.04 QUALITY ASSURANCE

- A. Quality control shall be in accordance with Section SP-01400 of TECHNICAL SPECIFICATIONS.
- B. Certificates of compliance for all pipe and appurtenances specified herein must be supplied in accordance with the General provisions of the STANDARD SPECIFICATIONS. The manufacturer shall provide an affidavit certifying that the underground pipe and appurtenances comply with the applicable standards.

PART 2 - MATERIALS

2.01 GENERAL

- A. All pipe and fittings shall be new, of the sizes indicated on the CONTRACT DRAWINGS. It shall be the Contractor's responsibility to verify dimensions of all existing piping systems so that all of the pipe work performed will fit together properly and will conform to the arrangements shown on the CONTRACT DRAWINGS. All pipes shall be supplied by the same manufacture, unless otherwise noted.
- B. The Contractor shall furnish and install all necessary fittings and special pieces required for closures, and connections to other pipe/structures.

2.02 POLYVINYL CHLORIDE (PVC) PIPE

- A. Pipe and Fittings
 - 1. Pipe between structures or between structure and terminus shall be of the same size and material and shall be furnished by the same manufacturer.
 - 2. Each pipe length and fitting shall be clearly marked, in accordance with ASTM D3034 and ASTM F679, with the manufacturer's name or trademark, specification designation, pipe class and strength, production shift code, and manufacture date and location. Pipe not marked as indicated herein will be rejected and pipe manufactured more than six months before the date of the work site inspection will not be accepted.
 - 3. PVC pipe, fittings, and joints, 8 through 15-inches in diameter, shall be in accordance with Section 361 of the STANDARD SPECIFICATIONS meeting the requirements of ASTM D3034, wall thickness classification SDR-35.
 - 4. PVC pipe, fittings, and joints, 18-inches in diameter, shall be in accordance with Section 361 of the STANDARD SPECIFICATIONS meeting the requirements of ASTM F679, minimum thickness T-1. Minimum pipe stiffness shall be 46 psi in accordance with ASTM F679.
 - 5. Joints shall be push on joints using locked in elastomeric seal in accordance with ASTM F477 and ASTM D3212.
 - 6. PVC pipe shall be manufactured by North American Pipe Corporation, JM Eagle, or approved equal.

PART 3 - CONSTRUCTION

3.01 GENERAL

- A. The Contractor shall provide all equipment and facilities for unloading, hauling and distributing the pipe and appurtenances at the site. The pipe shall be handled with equipment, such as wide canvas slings, and wide padded skids that are designed to prevent damage to the lining or coating, and are approved by the Engineer before use. Bare cables, chains, hooks, metal bar or narrow skids shall not be permitted to come in contact with the lining or coating.

- B. Where new piping is to be connected to existing piping, the Contractor shall drain or purge the existing piping, cut, grind and prepare the existing piping in every respect in order that it be suitable for connecting to the new piping.

3.02 LAYING PIPE

- A. Pipe, fittings, and joints of all pipe types shall be handled, stored and installed in accordance with Section 361 of the STANDARD SPECIFICATIONS.
- B. The Contractor shall provide all equipment and facilities for unloading, hauling and distributing the pipe, fittings and appurtenances at the site of the work. The pipe, fittings and appurtenances shall be handled with suitable equipment designed to prevent damage to the piping.
 - 1. Polyvinyl chloride pipe and appurtenances shall be unloaded, handled, and stored in accordance with the latest edition of ASTM D2321 and the manufacturer's recommendations.
- C. Any pipe, fitting, coating or lining or other appurtenance that has been damaged in loading, hauling or distributing shall, if possible, be repaired to the satisfaction of the Engineer. If in the judgment of the Engineer the pipe cannot be properly repaired, the damaged material will be rejected and shall be removed from the site of work. The contractor shall, at his own expense, repair all pipe, fittings and/or appurtenances damaged in loading, hauling or distributing, and if the damage is such so as to cause the Engineer to reject the material, the Contractor shall, at his own expense, replace the material so rejected with materials of equal size and quality meeting the specifications under which the original material was furnished.
- D. Whenever pipe requires cutting in the field, the work shall be done in a satisfactory manner with approved cutting tools which will leave a smooth end at right angles to the axis of the pipe and not otherwise damage the pipe or lining.
- E. No pipe shall be laid on frost penetrated foundations.
- F. The pipe shall be protected from damage while being stored, and shall be stored to prevent entry of dirt and debris.
- G. Immediately prior to installation of the pipe, the Contractor shall inspect all exterior of pipe, fittings, specials and closures for defects.

3.03 HOUSE CONNECTIONS

- A. Refer to Section 361.03.04 of the STANDARD SPECIFICATIONS and Standard Detail Plate S-12A, except as modified below:
 - 1. In reference to Standard Detail Plate S-12A, cleanouts will be built at the property line, NOT 5' behind the property line.

3.04 PRESSURE TESTING GRAVITY SEWER PIPE

- A. Testing shall be in accordance with Section 361 of the STANDARD SPECIFICATIONS, except as modified herein.

- B. All defects revealed by the tests shall be corrected without cost to the County. Tests and repairs shall be continued until test requirements are met. Repairs to the various systems shall be made with new materials. No caulking of threaded joints, cracks, or holes will be acceptable. When it is necessary to replace pieces of pipe, the replacement shall be of the same material and thickness as the defective piece. Tests shall be repeated after defects have been disclosed and corrected.
- C. The Contractor shall pressure test all proposed gravity sewer pipe. The Contractor shall furnish all equipment, personnel, etc., to conduct this test in accordance with the following procedures:
1. All branch fittings and ends of lateral stubs shall be securely plugged to withstand the internal test pressures. The section of line being tested also shall be securely plugged at each manhole. All stoppers shall be adequately braced when required.
 2. Air shall be slowly supplied to the plugged pipe line until the internal air pressure reaches 4.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe. At least two (2) minutes shall be allowed for temperature stabilization before proceeding further.
 3. The rate of air loss shall then be determined by measuring the time interval required for the internal pressure to decrease from 3.5 to 2.5 pounds per square inch.
 4. The pipe line shall be considered acceptable if the time interval for the 1.0 psi pressure drop is not less than the holding time listed in the following air test table:

MINIMUM HOLDING TIME IN SECONDS REQUIRED FOR PRESSURE															
TO DROP FROM 3.5 TO 2.5 PSIG															
PIPE DIAMETER															
Line Length Feet		4"	6"	8"	10"	12"	15"	18"	20/2 1"	24 "	27"	30"	33"	36"	39"
25		4	10	18	28	40	62	89	121	158	200	248	299	356	418
50		9	20	35	55	79	124	178	243	317	401	495	599	713	837
75		13	30	53	83	119	186	267	364	475	601	743	898	1020	1105
100		18	40	70	110	158	248	356	485	634	765	851	935		
125		22	50	88	138	198	309	446	595	680					
150		26	59	106	165	238	371	510							
175		31	69	123	193	277	425								
200		35	79	141	220	317									
225		40	89	158	248	340									
250		44	99	176	275										
275		48	109	194	283										
300		53	119	211											
350		62	139	227											
400		70	158												
450		79	170												
500		88													
550		97													
600		106													
650		113	170	227	283	340	425	510	595	680	765	851	935	1020	1105

- D. The Contractor shall furnish all material, equipment, and labor required for tests, and the cost thereof will be included in the prices bid for furnishing and.

3.05 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. Connection of house connections shall be measured along the centerline of the 6-inch pipe through the 6-inch x 6-inch x 4-inch wye fitting from the home of the wye branch on the main sewer to the 6-inch cap and from the home of the 4-inch, 45-degree elbow to the 4-inch plug (Standard Detail Plate S-12A).

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; 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; connection of new sewer from existing downstream MH 74122 to new MH 75153; connection of new sewer from new MH 75153 to new upstream MH 75154; acceptance testing; post-installation TV inspection; backfill and compaction;; and all items necessary to successfully complete the sanitary sewers as specified herein or as required to complete the work.
- B. Payment for connection of house connections to the new sewer shall be made at the Contract unit price bid per linear foot completed. This price includes and covers, unclassified excavation and refill removal, storage and re-handling of excavated materials, bracing, pumping and other disposal of water, furnishing and placing all pipe, fittings, and joining materials, including the encased 6-inch x 6-inch x 4-inch wye and 45-degree elbow on house connections in accordance with Contract Documents to the grade indicated, testing, and incidentals and related work as shown, specified, and directed.

END OF SECTION

SECTION SP-02605

PRE-CAST SANITARY SEWER MANHOLES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Pre-cast sanitary sewer manholes shall be constructed in accordance with Section 362 of the STANDARD SPECIFICATIONS, the CONTRACT DRAWINGS, and the appropriate Baltimore County Standard Details except as modified by these Special Provisions.
- B. Excavation, backfill, and stone bedding for the sanitary sewer manholes shall be in accordance with the CONTRACT DRAWINGS, Baltimore County Standard Details, and Section SP-02200 of these TECHNICAL SPECIFICATIONS.

1.02 DESCRIPTION

- A. The Contractor shall furnish all labor, materials, equipment, and appurtenances necessary for constructing all pre-cast sanitary sewer manholes.
- B. All work, materials, and incidentals necessary to the construction and testing of the pre-cast sanitary sewer manholes, including excavation and backfill, grade adjustment rings, manhole frame and covers, sewer brick, flexible joint connectors, manhole steps, and other miscellaneous work shall meet the requirements of Section 362 of the STANDARD SPECIFICATIONS except as may be modified herein.

1.03 SUBMITTALS

- A. The Contractor shall make all submittals in accordance with Section SP-01900 of these TECHNICAL SPECIFICATIONS.
- B. Completed data, design calculations, detailed drawings and setting or erection drawings covering precast concrete sections, castings, and all other materials shall be submitted in accordance with Section SP-01900 of these TECHNICAL SPECIFICATIONS. Manufacturer's storage, handling, and installation instructions shall be submitted and serve as the basis for related construction activities. Design calculations and drawings for precast concrete manholes and junction chambers specific for this project shall be signed and sealed by a registered engineer in the State of Maryland.
- C. The Contractor shall submit for approval all manhole frame and covers, manhole steps, precast concrete adjustment rings (or rubber), interior and exterior coatings and linings, exterior joint sealer, sewer brick, and all related materials for precast concrete sanitary sewer manholes and junction chambers.
- D. Prior to delivery of a structure submit certificates for source and type of cement, source and specific gravity of aggregates, concrete mix proportions, strength, type and amount of all admixtures, and mill certificates for reinforcing steel used. Submit compression test results for tests done in accordance with ASTM C478-15a.

- E. All work related to precast sanitary sewer manholes and junction chambers shall conform to the requirements and provisions of the following publications:
1. American Concrete Institute (ACI)
 - ACI 301-10 “Specification for Structural Concrete”.
 - ACI 350-06 “Code Requirements for Environmental Engineering Concrete Structures”.
 2. American Society for Testing and Materials (ASTM)
 - ASTM C890 -13 “Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures”
 - ASTM C913 -08 “Standard Specification for Precast Concrete Water and Wastewater Structures”
 - ASTM C478 -15a “Standard Specification for Circular Precast Reinforced Concrete Manhole Sections”
 - ASTM C443 -12 “Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets”

1.04 QUALITY ASSURANCE

- A. Quality control shall be in accordance with Section SP-01400 of TECHNICAL SPECIFICATIONS.
- B. Precast concrete sections shall not be delivered to the job until representative concrete control cylinders have attained strength of at least 80 percent of the specified minimum.
- C. Precast concrete sections shall be handled carefully and shall not be bumped or dropped. Hooks shall not be permitted to come in contact with joint surfaces.
- D. Damaged materials shall be promptly replaced. Materials shall be stored on blocking and protected from the weather so that no metal touches the ground and water cannot collect thereon.

1.05 DESIGN REQUIREMENTS

- A. Structural design for precast structures shall be prepared by a Registered Engineer for the precast concrete manufacturer.
- B. Design precast structures in accordance with ACI 350-06 and ASTM C478. Design loading shall be in accordance with ASTM C890 and additional requirements below.
- C. The precast structures shall be designed for flotation with the water level at the ground surface, for casting, handling, and erection forces, and a uniform live load of 300 PSF.

PART 2 - MATERIALS

2.01 PRE-CAST CONCRETE MANHOLES

- A. Precast reinforced concrete manholes shall be in accordance with Section 362 of the STANDARD SPECIFICATIONS except as modified herein. All manholes shall be of the eccentric cone type.

- B. Manholes will be reinforced concrete, meeting all of the requirements of ASTM C478, latest edition. Manhole joints will be of the confined rubber O-ring type. Joints and gaskets will meet all of the requirements of ASTM C443, latest edition. Manholes shall be designed based on, but not limited, to the depth and soil type for each location. Manhole sections, frames, and covers shall be designed for a minimum of AASHTO equivalent H-20 loading.
- C. All “doghouse” type manholes where shown on the CONTRACT DRAWINGS shall be in accordance with details on the CONTRACT DRAWINGS and the Baltimore County Standard Detail, Plate S-15, except as modified below:

Amend the following Label:

Remove the statement “(Less than or equal to existing pipe size)” from the “Proposed lateral pipe” label in TOP VIEW.

Add the following Notes:

- 15. Existing pipe shall be supported and protected during the excavation for and installation of base slab and doghouse riser.
 - 16. All grouted openings shall receive bentonite collar extending a minimum of 6-inch past outside face of manhole wall and a minimum of 12-inches above and below existing pipe. Bentonite shall be 100% dry bentonite and formed with CCA treated wood to remain in place.
 - 17. Concrete/brick channel and benches to be constructed in field. Benches and channels shall be constructed before supports on existing pipe are removed where applicable. Only the portion of existing pipe across new channel of proposed pipe shall be cut and removed.
 - 18. Provide concrete blocks to support manhole riser while pouring manhole base slab. Manhole riser to be embedded into base slab a minimum of 3-inches. Base slab to be bedded in 6-inches minimum granular bedding on firm subgrade.
- D. Concrete used in the pre-cast concrete structures shall have a minimum compressive strength of 4500 psi at 28 days. Cement shall be ASTM C150, Type II and aggregate shall be limestone. Water-cementitious materials ratio shall not exceed 0.40. Minimum wall thickness shall be 1/12 of the inside diameter, plus 1-inch.
 - E. Precast sections may be provided with lifting notches on the inside faces of walls to facilitate handling in accordance with manufacturer’s recommendations. Lifting notches shall not extend through the wall. Holes shall be filled with non-shrink grout flush with the wall.
 - F. Pre-cast concrete base sections may be furnished with part of the concrete invert filled; however, a rough surface shall be provided to improve bond with the final invert fill. At least the top 2 inches of the concrete invert fill shall be installed in the field.
 - G. An intermediate landing or platform is required to be installed in all manholes exceeding twenty feet (20’) deep and shall be in accordance with details on the CONTRACT DRAWINGS. A landing or platform shall be provided for each ten feet (10’) of height or fraction thereof.

- H. Frame adjustment shall be by means of pre-cast concrete grade rings capable of supporting highway live loads (H-20) as defined by AASHTO. Pre-cast concrete grade rings shall be circular meeting the requirements of ASTM C-478. All grade rings shall be pre-drilled or cast for the manhole frame bolts. No field drilling of grade rings is permitted.
- I. Pipe connections to manholes will be made with flexible watertight rubber seals cast into the manhole wall during manufacture. Flexible watertight rubber connectors shall be that as manufactured by A-Lok Products, Inc. or an approved equal.
- J. Mastic filler material inside of manholes shall be in accordance with ASTM C990, Hamilton-Kent Kent-Seal No. 2, Sheller-Globe Tac-Tite, or Henry Company Ram-Nek, or approved equal.
- K. Watertight Sanitary Manhole Frame and Cover shall be Maryland 24" x 9" Straight Wall Frame with Scalloped Flange & Watertight Baltimore County Sanitary Sewer Cover with Cam Lock, as manufactured by East Jordan Iron Works (EJCO).
- L. All joints in precast manholes and shall be wrapped with waterproof membrane in accordance with the CONTRACT DOCUMENTS and Baltimore County Specification Section 417 "Dampproofing and Membrane Waterproofing."

PART 3 - CONSTRUCTION

3.01 INSTALLATION

- A. Precast concrete sections shall be inspected when delivered and all cracked or otherwise visibly defective units shall be rejected.
- B. The surface of the granular material beneath precast bases shall be carefully graded and the base section accurately set so that connecting pipes will be on proper line and grade. The elevation of the granular material shall be adjusted until proper grade and alignment of the base section has been attained. No wedging or blocking under precast concrete bases will be permitted.
- C. The gravity sewer pipe connecting to the manhole for installation with resilient connectors shall be plain-end, square cut spigots and shall not protrude more than 1 inch inside the manhole wall, unless otherwise noted. A clear distance of no more than 1 inch from the end of each connecting pipe and around the pipe shall be provided when the concrete invert fill is installed. After completion of the manhole, the box-out shall be filled with mastic filler material, completely filling the space beneath the pipe and extending to at least the spring line. The filler material shall provide a smooth, uniform surface between the inside diameter of the pipe and the manhole invert.

3.02 EXPOSED METAL

Unless otherwise noted or specified, all exposed ferrous metal shall be fieldcoated with of coal tar epoxy paint system; Carboline Bitumastic 300M; Tnemec Hi-Build Tar Series 46H-413; or approved, or approved equal. Coating systems shall be applied in accordance with all manufacturer recommendations.

3.03 VACUUM TEST FOR MANHOLE

- A. Vacuum of ten (10) inches (mercury) shall be applied to the manhole, and the time lapse shall be measured for the vacuum to drop from ten inches (10") to nine (9) inches. The time lapse measured (as provided at the end of this Section) will be used for acceptance of manholes.
- 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 manhole shall be included in the unit price bid (VF) for precast sanitary sewer manholes.

Manhole Depth (Feet)	Minimum Time Lapse (Seconds) – ASTM C1244						
	Manhole Diameter (Inches)						
	48"	60"	72"	96"	108"	120"	144"
8	20	26	33	45	51	57	71
10	25	33	41	56	63	71	88
12	30	39	49	67	76	85	106
14	35	46	57	78	89	100	124
16	40	52	67	89	101	114	141
18	45	53	73	100	114	128	159
20	50	65	81	111	126	142	176
22	55	72	89	122	139	156	193
24	59	78	97	133	152	170	211
26	64	85	105	144	164	189	236
28	69	91	113	155	177	199	247
30	74	98	121	166	189	213	264

END OF SECTION
 (2 attachment pages follow)



BALTIMORE COUNTY DEPARTMENT
OF PUBLIC WORKS AND
TRANSPORTATION
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)

X748- _____ #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:	

SECTION SP-02950

TREES

PART 1 - GENERAL

1.01 DESCRIPTION

This Section includes requirements for tree plantings at locations indicated and approved by the Engineer in accordance with the Contract Documents.

1.02 SUBMITTALS

- A. In accordance with Section SP-01900, submit itemized list showing sources of all plant items.
- B. Submit samples of all materials except trees specified under this Section.
- C. With each shipment submit invoice or stock order giving name of trees, date trees were dug for shipment and certification that trees are free from disease.
- D. Prior to the start of work on this item, the Contractor shall submit a proposed planting schedule, including source of plant material, to the County for review. No work shall be performed until the County approves this schedule.

1.03 REFERENCE DOCUMENTS

- A. Plant measurement size and grading shall be in accordance with the current edition of American Standard for Nursery Stock as approved by the American Association of Nurserymen.
- B. The current edition of Standardized Plant Names as adopted by the American Joint Committee on Horticulture Nomenclature, shall be the authority for all plant names.
- C. The Baltimore County Forest Conservation Technical Manual, December 1992, revised May 1993.

1.04 INSPECTION AND ACCEPTANCE OF PLANT MATERIALS

- A. Plant material will be subject to inspection and approval at the place of growth or upon delivery for conformity to specification requirements as to quality, size, and variety. Such approval shall not impair the right of inspection during the progress of work or right of rejection due to damage suffered in handling, transportation, or planting process.
- B. Rejected plant material shall be removed immediately from the site by the Contractor.
- C. All plant material shall be labeled as to genus, species and size and shall bear an inspection certificate from the Board or Department of Agriculture, or other State agency of the State within which the nursery, where the trees were grown, is located. Nursery inspection certificates shall be furnished to the County upon request.
- D. All plant substitutions must be approved by the County prior to NOTICE-TO-PROCEED.

- E. If a substitute is selected, it must be native to the Maryland Coastal Plain Province and of the same size, value and quality as the original plant.

1.05 WARRANTY

- A. The Contractor shall maintain a two (2) year, 85% care and replacement warranty on all plants.
- B. The period of care and replacement shall begin after final inspection and approval of the initial installation of all plants and continue for two years, with two (2) potential plant replacement periods.
- C. Plant replacements shall be performed in accordance with these specifications.

1.06 PLANT REPLACEMENTS

- A. Replace dead, weak, diseased, improperly sized and improperly marked plant material.
- B. Replacement trees shall be of the same type and size as specified in the Bid Schedule or as shown on the Contract Drawings and shall carry the same guarantee as the original stock.
- C. If plant rejection occurs during the planting season, the trees shall be replaced at once. If not, they shall be replaced during the next proper planting season. However, the Contractor may elect to allow the rejected plant to remain through the next complete growing season at which time, if found to be dead, in an unhealthy or badly impaired condition, the rejected plant shall be replaced by the Contractor at no cost to the County. When making plant replacements, replace planting mulch to its initial specified depth and follow all procedures outlined in Planting Procedures.
- D. Cost of plant replacement directly attributable to restricted use of water due to County directives shall be the County's responsibility.

PART 2 - MATERIALS

2.01 FERTILIZERS AND ADDITIVES

- A. Fertilizer for trees shall be an organic form such as cotton seed meal or bone meal, or inorganic such as Super Phosphate. Do not use inorganic nitrite or nitrate fertilizers for starter solution in tree pits.
 - 1. Super Phosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes, containing not less than 18 percent available phosphoric acid.
 - 2. Bone Meal shall be commercial raw bone meal finely ground and shall have a minimum analysis of one percent nitrogen and 18 percent phosphoric acid.
- B. Peat moss shall be a sphagnum peat moss and shall be free from woody substances.
- C. Manure shall be dehydrated, well rotted cow manure.
- D. Anti-desiccant shall be "Wilt-proof" or equal, delivered in manufacturers' containers and used according to the manufacturer's instructions.
- E. MYCORRHIZAL FUNGI - Mycorrhizal fungi applied to trees and shrubs shall consist of live spores of both endo- and ectomycorrhizal fungi.

2.02 SOIL MIXES

- A. Soil mix for all plant material shall consist of 200 pounds of manure and 36 cubic feet of peat moss to 12 cubic yards of special purpose topsoil or when using composted sludge, use composted sludge to peat moss to vermiculite at a ratio of 1:1:1.
- B. Soil mixtures shall be thoroughly mixed before using.

2.03 MULCH

- A. All mulch shall be free of toxic substances or foreign materials that may harm plant life.
- B. Mulch for tree, shrub planting and mulch bed preparation shall be ground bark, shredded bark or peat moss, as indicated on the Contract Drawings.
 - 1. Ground bark shall be 100 percent true pine-bark with organic content of not less than 90 percent, with a white wood content not to exceed eight percent and shall be of a good uniform grown color. Not more than 50 percent shall be capable of passing through a 3/4 inch sieve.
 - 2. Shredded bark shall be 100 percent true pine-bark peelings with organic content of not less than 90 percent. It shall be fibrous material of a good uniform brown color. Not more than 25 percent shall be able to pass through a 3/4 inch sieve.
 - 3. Peat moss shall be as specified herein above.

2.04 WATER

Water used for planting and maintenance shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life.

2.05 HERBICIDE

Herbicides used in mulch beds that will not contain plantings shall be a chemical to eliminate and prevent regrowth of undesired vegetation as approved by the Engineer. Herbicides shall not be used without prior approval of the Engineer.

2.06 PLANT MATERIALS

- A. Unless otherwise approved, trees and shrubs shall be nursery grown.
- B. All trees shall be hardy, grown under climatic conditions similar to those in the locality of the project.
- C. Trees shall be typical of their species or variety and shall have a normal habit of growth. They shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall be free of diseases and insect pests, eggs, or larvae. They shall have healthy, well-developed root systems. Shrubs that are weak or which have been cut back from larger grades to meet specifications will be rejected.
- D. All plant material shall conform to the measurements specified in the Bid Schedule or as shown on the Contract Drawings with the following exceptions.

1. Plant material larger than specified may be used if approved by the Engineer, at no additional cost to the County. If the use of larger plant material is approved, the spread of roots or ball of earth shall be increased in proportion to the size of the plant.
2. Up to ten percent of undersize plant material in any one variety or grade may be used provided that there are sufficient trees and shrubs above size to make the average equal to or above specified grade and provided that undersize trees and shrubs are larger than the average size of the next smaller grade.

E. Digging and Preparing for Shipment

1. Container grown stock shall have been grown in a container large enough for the root system to have developed sufficiently to hold its soil together firmly. No plant material shall be loose in the container. Roots shall visibly extend to the inside face of the container.

PART 3 - CONSTRUCTION

3.01 SEASONS FOR PLANTING

Trees shall be planted between October 1 and May 15 only. No plants shall be planted during periods of freezing temperatures. Preparations for planting may begin earlier than the specified season, provided locations have been approved by the Engineer.

3.02 HANDLING AND PROTECTION OF DELIVERED PLANT MATERIALS

- A. Roots or balls of the plant material shall be adequately protected at all times from sun and from drying winds or frost.
- B. Root stock of the plant material shall be kept moist during transport from the source to the job site and until planted.

3.03 PLANTING PROCEDURES

- A. Immediately after site preparation and approval by the County, trees shall be planted.
- B. The Contractor shall have the County inspect and approve plant spacing and planting techniques prior to proceeding.
- C. All planting pits shall be dug by hand. Walls of planting pits shall be dug so that they are vertical or sloping outward in heavy soils. Scarify the walls of the pit after digging.
- D. Excavate the planting pit to 3 times the diameter of the container.
- E. The planting pit shall be deep enough to allow the first lateral root of the root mass to be flush with the existing grade.
- F. Remove all debris from the pit and tamp loose soil in the bottom of the pit by hand.
- G. Remove the plant either by cutting or by inverting the container.
- H. Do not handle the plant by the branches, leaves or stem.

- I. Place the plant straight in the center of the planting pit, carrying the plant by the root mass. Never lift or carry a plant by the trunk or branches.
- J. Place 4 ounces of fertilizer in each plant pit for up to 1-gallon container size, 6 ounces for up to 3-gallon container size and place 8 ounces for up to a 5-gallon container size. Place the fertilizer in the planting pit completely surrounding the plant ball prior to backfilling.
- K. Mix a minimum of 500 spores of endomycorrhizal fungi and 30 million spores of ectomycorrhizal fungi to each cubic foot of backfill for trees and shrub planting.
- L. Backfill planting pit with existing salvaged subsoil and tamp firmly to fill all voids and air pockets. Do not over compact soil. Make sure plant remains straight during backfilling/tamping procedure.
- M. Place salvaged topsoil a minimum of 4 inches deep around the inside of the planting pit. Do not cover the top of the root mass with the topsoil.
- N. Water plant thoroughly immediately after planting, unless otherwise directed by the Engineer.
- O. Place 3" shredded hardwood bark mulch around all trees and shrubs to a minimum 6 inches past the planting pit. Apply mulch within four days after planting.
- P. The Contractor shall leave no open planting pits at the close of each day.
- Q. Apply the temporary seed mix to all areas not covered with mulch to allow the re-establishment of all native herbaceous plant material.
- R. Clean up After Planting
 - 1. Remove waste materials continuously and promptly.
 - 2. Regrade and restore existing turf areas damaged and seed or sod when so directed, at no cost to the County.

3.04 MAINTENANCE

- A. Maintenance of planting material shall commence immediately after each plant is planted and shall continue until final Acceptance. During such time, the Contractor shall perform all work necessary to establish and maintain the plant material in a live, healthy condition. Maintenance shall include the following:
 - 1. Watering at the end of each 14 day period, if less than one inch of precipitation is recorded by the National Weather Service in the Metropolitan Area for that period. Each tree shall receive at least five gallons of water and each shrub shall receive at least two gallons.
 - 2. Clearing plant mulched area of weeds and grasses. Remove weeds when they have attained a height of four inches. The use of herbicides to control weeds and grasses will be acceptable only if all Maryland Department of Agriculture regulations are followed.
 - 3. Pruning of dead material and removal of suckering growth.
 - 4. Resetting settled shrubs to proper grade.

5. Reshaping and remulching of washed out planting saucers.
 6. Fertilizing of nutrient deficient shrubs.
 7. Replacing of dead, weak, or diseased shrubs.
- B. During planting, all areas shall be kept neat, clean and free of all trash and debris, and all reasonable precautions shall be taken to avoid damage to existing plants, turf, structures and private property.
- C. Remove all tags, labels, strings and wire from the plant materials, unless otherwise directed by the Engineer.
- D. Final cleanup shall be the responsibility of the Contractor and consist of removing all trash and materials incidental to the project and disposing of them off-site.
- E. It will be the Contractor's responsibility to supply water if there is none available on the site. Any costs associated with supplying water shall be the responsibility of the Contractor.

3.05 INSPECTIONS

A. Initial Inspection and Provisional Acceptance

1. The Engineer will inspect all or part of the completed planting work for Provisional Acceptance, upon written request from the Contractor. The request shall be presented to the Engineer at least ten days prior to the anticipated date of inspection. All or part of the total landscaping project may be provisionally accepted.
2. Upon completion of all repairs or replacements directed by the Engineer, a written notification will be sent to the Contractor notifying him of Provisional Acceptance.

B. Final Inspection and Acceptance

1. Within twenty days of the end of the guaranty period as described in Section 1.05 of this specification, the Engineer will inspect planting material. This inspection will be scheduled within ten days after the Contractor submits a written notice requesting such inspection.
2. Upon completion of inspection and concurrence by the Engineer that all materials meet the requirements of the Contract Documents, the Engineer will furnish the Contractor a written notification of Final Acceptance of Landscaping.

END OF SECTION

SECTION III

Permits

N/A

SECTION I V

Proposal

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

SECTION-IV
PROPOSAL

DESCRIPTION OF WORK

Bid Opening via Teleconference WebEx Thursday, June 11, 2026 at 10:30 a.m. EST
WebEx Phone Number 1-415-655-0001, Access Code Number 2301 626 1753

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

Working Days for Completion: FORTY (40)

Liquidated and Other Damages: FIVE HUNDRED DOLLARS (\$500.00) PER WORKING DAY

Cost Group "B (\$100,001 TO \$500,000)" (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: Work includes, but is not limited to: mobilization; construction of the new eight-inch polyvinyl chloride sanitary sewer and manholes; construction and connection of new house connections to the new eight-inch sewer; all related trenching, shoring, dewatering, backfill; base and surface pavement replacement; erosion and sediment control; landscaping and restoration; testing; demobilization. Middle River – District 15c5.

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

Workday Number

Drawing Number(s)

PROJ-10000824

2025-3771 through 2025-3774

A pre-bid meeting will be held on Wednesday, May 20, 2026 at 10:00 a.m. EST via WebEx. *Phone-In (Audio Only)* – 1-415-655-0001, Meeting Number 2301 632 6689## *Video Conference* – Meeting Number 2301 632 6689, Password **pDRJARsr723**, 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 ONE HUNDRED TWENTY (120) days after the opening thereof.

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

SCHEDULE OF PRICES

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

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

CONTRACT PROPOSAL

Bird River Road Sewer Extension Health Project

CONTRACT NUMBER: 25188 SX0

WORKDAY NUMBER: PROJ-10000824

JOB ORDER NUMBER: N/A

WORKING DAYS: 40

CONTRACTOR: _____
ADDRESS: _____
PHONE: _____

BID ITEM	COMM. CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	130850	MOBILIZATION	LS	1		\$
2	120500	MAINTENANCE OF TRAFFIC	LS	1		\$
3	110100	CLEARING AND GRUBBING	LS	1		\$
4	867080	8 IN. PVC SEWER PIPE AND FITTINGS (SDR 35)	LF	159		\$
5	867050	4 IN. POLYVINYL CHLORIDE RISER PIPE AND PLUG/CAP	VF	19		\$
6	867051	4 IN. POLYVINYL CHLORIDE PIPE	LF	18		\$
7	870495	STANDARD PRECAST SANITARY SEWER MANHOLE 48 IN. DIAMETER	VF	18		\$
8	877150	SANITARY SEWER MANHOLE FRAME AND COVER (CAST IRON) 24 IN. DIAMETER	EA	2		\$
9	388091	STABLIZED CONSTRUCTION ENTRANCE	EA	1		\$
10	388100	SILT FENCE	LF	289		\$
11		TREE REMOVAL	EA	2		\$
12	704345	PLACING FURNISHED TOPSOIL, 4-INCH DEPTH	SY	480		\$

13	705400		TEMPORARY SEEDING	LBS	10		\$
14	705403		TEMPORARY MULCHING	SY	250		\$
15	899300		REMOVE AND REPLACE 5' SIDEWALK	SF	300		\$
16	899350		REMOVE AND REPLACE CURB AND GUTTER	LF	25		\$
17	656490		HOT MIX ASPHALT SIDEWALK	TON	17		\$
18	390221		CLASS I - RIP RAP CHANNEL/SWALE REPLACEMENT	SY	165		\$
19		C	TREE REMOVAL	EA	6		\$
20		C	PINE TREE REPLACEMENT	EA	6		\$
21	800020	F	CLASS 3 EXCAVATION/SELECT BACKFILL - PROPER DISPOAL OF UNSUITABLE MATERIAL	CY	20	\$130.00	\$2,600.00
22	202030	F	BORROW FOR BACKFILLING TRENCHES - PROPER DISPOSAL OF UNSUITABLE MATERIAL	CY	30	\$80.00	\$2,400.00
23	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.)]

Bird River Road Sewer Extension – Health Project
Contract Name

25188 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

Prevailing Wage and Local Hiring
First Source Hiring

First Source Hiring (pages 99-100) will apply if bid is under \$300,000. Completed form needs to be submitted at time of bid.

Prevailing Wage and Local Hiring (pages 101-108) will apply if bid is over \$300,000. Completed form needs to be submitted at time of bid.



First Source Hiring Agreement Overview

What is First Source Hiring?

Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County's investment in contracts or public works; or by business activity that requires approval by the County's Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants under \$300,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development's (DEWD's) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates.

Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County's workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts

I'd like to participate in First Source Hiring...Where do I start?

Step #1: Register your business with the [Maryland Workforce Exchange](#). This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County under \$300,000 are required to project the number of job openings they expect during the contract period. After registering your business with [Maryland Workforce Exchange](#), complete the **First Source Hiring Description Form** and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov . If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your **First Source Hiring Description Form** via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:

Businesses that qualify are asked to post their openings with Baltimore County's First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County's workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

_____ Company Name	_____ Contact Name
_____ Company Address	_____ City, MD
_____ E-mail Address	_____ Telephone
_____ Acknowledgment Signature	_____ Date

**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	AD	\$24.00		\$0.00
CARPENTER	AD	\$35.89		\$14.60
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$35.89		\$14.60
CEMENT MASON	AD	\$24.00		\$0.00
ELECTRICIAN	AD	\$36.84	003	\$19.62
IRONWORKER - STRUCTURAL	AD	\$37.60		\$27.13
LABORER - AIR TOOL OPERATOR	AD	\$27.59		\$6.91
LABORER - ASPHALT PAVER	AD	\$27.59		\$6.91
LABORER - ASPHALT RAKER	AD	\$23.50		\$3.47
LABORER - BLASTER - DYNAMITE	AD	\$27.59		\$6.91
LABORER - BURNER	AD	\$27.59		\$6.91
LABORER - COMMON	AD	\$23.50		\$3.47
LABORER - CONCRETE PUDDLER	AD	\$23.50		\$3.47
LABORER - CONCRETE SURFACER	AD	\$27.59		\$6.91
LABORER - CONCRETE TENDER	AD	\$23.50		\$3.47
LABORER - CONCRETE VIBRATOR	AD	\$23.50		\$3.47
LABORER - DENSITY GAUGE	AD	\$23.50		\$3.47
LABORER - FIREPROOFER - MIXER	AD	\$23.50		\$3.47
LABORER - FLAGGER	AD	\$23.50		\$3.47
LABORER - GRADE CHECKER	AD	\$23.50		\$3.47
LABORER - HAND ROLLER	AD	\$23.50		\$3.47
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$27.59		\$6.91
LABORER - JACKHAMMER	AD	\$23.50		\$3.47
LABORER - LANDSCAPING	AD	\$23.50		\$3.47
LABORER - LAYOUT	AD	\$23.50		\$3.47
LABORER - LUTEMAN	AD	\$23.50		\$3.47
LABORER - MASON TENDER	AD	\$27.59		\$6.91
LABORER - MORTAR MIXER	AD	\$23.50		\$3.47
LABORER - PIPELAYER	AD	\$27.59		\$6.91
LABORER - PLASTERER - HANDLER	AD	\$23.50		\$3.47
LABORER - SCAFFOLD BUILDER	AD	\$27.59		\$6.91
LABORER - TAMPER	AD	\$23.50		\$3.47
MILLWRIGHT	AD	\$39.50	003	\$17.52
PAINTER - BRIDGE	AD	\$45.00		\$17.01
PILEDRIVER	AD	\$37.74	510	\$14.73
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$34.00		\$14.05
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$31.04		\$14.05
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$34.00		\$14.05
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$34.00		\$14.05
POWER EQUIPMENT OPERATOR - CRANE	AD	\$42.00		\$19.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$34.00		\$14.05
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$34.00		\$14.05
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$31.04		\$14.05

CONTRACT NUMBER:
25188 SX0

BALTIMORE COUNTY PREVAILING WAGE RATES
HIGHWAY CONSTRUCTION

5/1/2026

POWER EQUIPMENT OPERATOR - GRADALL	AD	\$35.00	510	\$14.05
POWER EQUIPMENT OPERATOR - GRADER	AD	\$35.00		\$14.05
POWER EQUIPMENT OPERATOR - LOADER	AD	\$34.00		\$14.05
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$35.00		\$14.05
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$22.00		\$0.00
POWER EQUIPMENT OPERATOR - PAVER	AD	\$25.00		\$2.15
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$20.50		\$4.30
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$31.04		\$14.05
POWER EQUIPMENT OPERATOR - SCREED	AD	\$29.23	003	\$16.48
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$31.04		\$14.05
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$38.60		\$15.75
STONE MASON	AD	\$45.65	510	\$21.51
TILE & TERRAZZO FINISHER	AD	\$28.85	510	\$12.85
TRUCK DRIVER - DUMP	AD	\$28.43		\$7.84
TRUCK DRIVER - FLATBED	AD	\$21.00		\$0.00
TRUCK DRIVER - LOWBOY	AD	\$24.75	510	\$2.00
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$32.64	003	\$13.91
TRUCK DRIVER - WATER	AD	\$25.00		\$0.00

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 # 25188 SX0 is a minimum of 10%. 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 **25188 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 **FORTY (40) 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

Penal Sum of Bond (express in words and figures)
Bird River Road Sewer Extension – Health Project
Contract Name
25188 SX0
Contract Number

DOLLARS \$ _____
_____ 20 _____
Date of Contract
_____ 20 _____
Date Bond Executed

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

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

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

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

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

In Presence of: Individual Principal

Witness: _____ as to: _____ (SEAL)

Print Name: _____ Print Name: _____

Attest: Corporate Principal

(Name of Corporation)

Witness: _____ By: _____ Affix

Print Name: _____ Print Name: _____ Corporate

Title: _____ Seal

Attest: Surety

(Name of Surety)

Business Address: _____

Witness: _____ By: _____ Affix

Print Name: _____ Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

PAYMENT BOND

Bond Number _____

Principal

Business Address of Principal

Surety

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

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

Penal Sum of Bond (express in words and figures)

DOLLARS \$ _____

Bird River Road Sewer Extension – Health Project
Contract Name

Date of Contract 20 _____

25188 SX0
Contract Number

Date Bond Executed 20 _____

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

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

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

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

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

In Presence of:

Individual Principal

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest:

Corporate Principal

(Name of Corporation)

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Attest:

Surety

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

- 1.1 Coverages Required:
Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverage's listed herein.
- 1.2 Certificate of Insurance:
Before starting work on the contract, or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.
- 1.3 Baltimore County as Insured:
The coverage required, excluding Workers' Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- 1.4 Contractor's/Vendor's Responsibility:
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.
- 1.5 Failure to Provide Insurance:
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract. The Contractor/Vendor must maintain the insurance coverages required under the terms and conditions on this Contract while this Contract is in effect including renewal and extension terms.

- 2.1.4 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.