

IFB #1167925	MONTGOMERY COUNTY, MARYLAND Dredging and Repairs: Stormwater Management Facilities SOLICITATION, BID AND AWARD SHEET	Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

ELECTRONIC BIDS SUBMITTED TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S), WILL BE RECEIVED UP TO 11:00 AM LOCAL TIME ON SEPTEMBER 9, 2024. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. Click here to join Microsoft Teams Meeting for Bid Opening or dial in +1 443-692-5768, 345509547# BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE DENIED BY THE BIDNET APPLICATION. THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II: BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award.

The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award but will not be considered during the Method of Award process. Only a bid from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the time of bid submission will receive a % price preference that will be utilized to recalculate prices for purpose of the Method of Award process in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at:

www.montgomerycountymd.gov/PRO/Laws.html

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:	D&F Construction, Inc.	TELEPHONE NO.:	301-516-8460
ADDRESS:	4017 Penn-Belt Place Forestville, Maryland 20747	TOLL FREE NO.:	
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)		FAX NO.:	301-516-8541
BIDDER'S E-MAIL ADDRESS: BCOMPTON@DFCCI.NET			

ACKNOWLEDGEMENT OF AMENDMENTS

The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:

Amendment No./Date	Amendment No./Date
1-8/12/24 2-8/27/24	5-9/18/24 6-9/25/24
3-8/30/24 4-9/10/24	7-9/27/24 8-10/3/24

Brian K. Compton, President

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):

Brian K. Compton

10/9/2024

SIGNATURE OF ABOVE PERSON:

DATE:

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: YOUR CONTRACT NUMBER IS:

1167925

MONTGOMERY COUNTY, MARYLAND

BY Robert Norris

PRINTED NAME OF CONTRACTING OFFICER

Robert Norris for

SIGNATURE OF CONTRACTING OFFICER

11/14/2024

AWARD DATE

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

QUOTATION SHEET/SCHEDULE OF UNIT PRICES

Abbreviation	Unit of Measurement
1000 SF	Per 1000 Square Feet
CREW-HR	Per Crew Hour
CY	Per Cubic Yard
DAY	Per Day
EA	Each
HR	Per Hour
LB	Per Pound
LF	Per Linear Foot
LS	Lump Sum
SAMPLE	Per Sample Taken
SF	Per Square Foot
SY	Square Yard
TON	Per Ton
UD	Unit Day

Note: Bidders may only enter the Unit Prices.

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
DIVISION 1000, PIPING AND DRAINAGE						
SECTION 1001, REINFORCED CONCRETE PIPE AND END SECTION						
	1001-01	12-Inch Reinforced Concrete Pipe	\$ 30.00	LF	20.0	\$ 600.00
	1001-02	12-Inch Reinforced Concrete Pipe End Section	\$ 500.00	EA	1.0	\$ 500.00
	1001-03	15-Inch Reinforced Concrete Pipe	\$ 30.00	LF	20.0	\$ 600.00
	1001-04	15-Inch Reinforced Concrete Pipe End Section	\$ 500.00	EA	1.0	\$ 500.00
	1001-05	18-Inch Reinforced Concrete Pipe	\$ 40.00	LF	20.0	\$ 800.00
	1001-06	18-Inch Reinforced Concrete Pipe End Section	\$ 500.00	EA	1.0	\$ 500.00
	1001-07	21-Inch Reinforced Concrete Pipe	\$ 20.00	LF	20.0	\$ 400.00
	1001-08	21-Inch Reinforced Concrete Pipe End Section	\$ 50.00	EA	1.0	\$ 50.00
	1001-09	24-Inch Reinforced Concrete Pipe	\$ 50.00	LF	20.0	\$ 1,000.00
	1001-10	24-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-11	27-Inch Reinforced Concrete Pipe	\$ 40.00	LF	20.0	\$ 800.00

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
	1001-12	27-Inch Reinforced Concrete Pipe End Section	\$ 50.00	EA	1.0	\$ 50.00
	1001-13	30-Inch Reinforced Concrete Pipe	\$ 79.00	LF	20.0	\$ 1,580.00
	1001-14	30-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-15	36-Inch Reinforced Concrete Pipe	\$ 95.00	LF	20.0	\$ 1,900.00
	1001-16	36-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-17	42-Inch Reinforced Concrete Pipe	\$ 150.00	LF	20.0	\$ 3,000.00
	1001-18	42-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-19	48-Inch Reinforced Concrete Pipe	\$ 150.00	LF	20.0	\$ 3,000.00
	1001-20	48-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-21	54-Inch Reinforced Concrete Pipe	\$ 150.00	LF	20.0	\$ 3,000.00
	1001-22	54-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-23	60-Inch Reinforced Concrete Pipe	\$ 150.00	LF	20.0	\$ 3,000.00
	1001-24	60-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-25	66-Inch Reinforced Concrete Pipe	\$ 150.00	LF	20.0	\$ 3,000.00
	1001-26	66-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1001-27	72-Inch Reinforced Concrete Pipe	\$ 150.00	LF	20.0	\$ 3,000.00
	1001-28	72-Inch Reinforced Concrete Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
SECTION 1002, CORRUGATED METAL PIPE AND PIPE END SECTION						
	1002-01	≤12-Inch Corrugated Metal Pipe	\$ 20.00	LF	20.0	\$ 400.00
	1002-02	≤12-Inch Pipe End Section	\$ 100.00	EA	1.0	\$ 100.00
	1002-03	15-Inch - 24-Inch Corrugated Metal Pipe	\$ 40.00	LF	20.0	\$ 800.00
	1002-04	15-Inch - 24-Inch Pipe End Section	\$ 200.00	EA	1.0	\$ 200.00
	1002-05	30-Inch - 42-Inch Corrugated Metal Pipe	\$ 75.00	LF	20.0	\$ 1,500.00
	1002-06	30-Inch - 42-Inch Pipe End Section	\$ 750.00	EA	1.0	\$ 750.00
	1002-07	48-Inch Corrugated Metal Pipe	\$ 75.00	LF	20.0	\$ 1,500.00
	1002-08	48-Inch Pipe End Section	\$ 500.00	EA	1.0	\$ 500.00
	1002-09	54-Inch Corrugated Metal Pipe	\$ 75.00	LF	20.0	\$ 1,500.00

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
	1002-10	54-Inch Pipe End Section	\$ 750.00	EA	1.0 \$	750.00
	1002-11	60-Inch Corrugated Metal Pipe	\$ 75.00	LF	20.0 \$	1,500.00
	1002-12	60-Inch Pipe End Section	\$ 750.00	EA	1.0 \$	750.00
	1002-13	66-Inch Corrugated Metal Pipe	\$ 75.00	LF	20.0 \$	1,500.00
	1002-14	66-Inch Pipe End Section	\$ 750.00	EA	1.0 \$	750.00
	1002-15	72-Inch Corrugated Metal Pipe	\$ 75.00	LF	20.0 \$	1,500.00
	1002-16	72-Inch Pipe End Section	\$ 750.00	EA	1.0 \$	750.00
DIVISION 2000, STRUCTURES AND RELATED ITEMS						
SECTION 2001, CONCRETE						
	2001-01	Un-reinforced Concrete	\$ 500.00	CY	15.0 \$	7,500.00
SECTION 2002, METAL STRUCTURE						
	2002-01	Miscellaneous Metal structures	\$ 750.00	TON	10.0 \$	7,500.00
DIVISION 3000, EARTHWORK						
SECTION 3001, SPECIALIZED EARTHWORK-RELATED SERVICES						
	3001-01	Construction Stakeout	\$ 400.00	CREW-HR	20.0 \$	8,000.00
SECTION 3002, CERTIFIED GEOTECHNICAL SERVICES						
	3002-01	Soil Compaction Testing	\$ 100.00	HR	10.0 \$	1,000.00
	3002-02	Material Laboratory Testing	\$ 200.00	SAMPLE	6.0 \$	1,200.00
SECTION 3003, SITE PREPARATION						
	3003-01	Clearing and Grubbing, Including Trees <6 inches in Diameter and Disposal of Rubbish	\$ 400.00	1000 SF	40.0 \$	16,000.00
	3003-02	Miscellaneous Material Collection, Removal and Disposal	\$ 500.00	TON	20.0 \$	10,000.00
SECTION 3004, EXCAVATION OF SEDIMENT FROM POND BOTTOM (DREDGING AND DISPOSAL)						
	3004-01	Excavation of Sediment Up To 500 C.Y	\$ 10.00	CY	1,200.0 \$	12,000.00
	3004-02	Excavation of Sediment Greater Than 500 C.Y	\$ 60.00	CY	1,600.0 \$	96,000.00
	3004-04	DISPOSAL OF SEDIMENT	\$ -	TON	1,500.0 \$	-
	3004-06	Lime Stabilization	\$ 5.00	LB	300.0 \$	1,500.00

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
SECTION 3005, EXCAVATION						
	3005-01	Excavated Earth for Reuse on Site as Fill	\$ 10.00	CY	200.0 \$	2,000.00
	3005-02	Excavated Earth Hauled Offsite for Disposal	\$ 80.00	CY	200.0 \$	16,000.00
	3005-03	Vertical Excavation Requiring Bracing	\$ 15.00	CY	100.0 \$	1,500.00
	3005-07	Test Pit Excavation, Test Pits ≤4 feet deep	\$ 10.00	CY	100.0 \$	1,000.00
	3005-08	Test Pit Excavation, Test Pits >4 feet deep	\$ 10.00	CY	50.0 \$	500.00
SECTION 3006, PLACEMENT OF FILL MATERIAL						
	3006-01	Clean Earth Fill Off-Site	\$ 20.00	CY	200.0 \$	4,000.00
	3006-02	Clean Earth Fill On-Site	\$ 10.00	CY	100.0 \$	1,000.00
	3006-03	Clay Backfill for Core Trench and Clay Liner	\$ 50.00	CY	100.0 \$	5,000.00
	3006-04	Dam Embankment Fill	\$ 25.00	CY	300.0 \$	7,500.00
	3006-05	Flowable Fill	\$ 200.00	CY	20.0 \$	4,000.00
SECTION 3007, RIPRAP, RIVER ROCK, GABION.						
	3007-01	Local Riprap (Reinstalled)	\$ 55.00	CY	150.0 \$	8,250.00
	3007-02	Class 1 Rip Rap	\$ 120.00	CY	200.0 \$	24,000.00
	3007-03	Class 2 Rip Rap	\$ 125.00	CY	150.0 \$	18,750.00
	3007-04	Class 3 Rip Rap	\$ 150.00	CY	100.0 \$	15,000.00
	3007-05	River Rock	\$ 75.00	CY	100.0 \$	7,500.00
	3007-06	Gabion	\$ 75.00	CY	150.0 \$	11,250.00
DIVISION 4000, SHOULDERS & PAVING						
SECTION 4001, GENERAL PAVEMENT						
	4001-01	Concrete Curb and Gutter	\$ 50.00	LF	50.0 \$	2,500.00
	4001-02	Concrete Sidewalk (4-Inch Thick)	\$ 400.00	CY	20.0 \$	8,000.00
	4001-03	Concrete Driveway Apron	\$ 350.00	CY	20.0 \$	7,000.00
	4001-04	Asphalt Curb	\$ 110.00	TON	10.0 \$	1,100.00
SECTION 4002, HOT MIX ASPHALT PAVEMENT AND STONE SUBGRADE						
	4002-01	Base Course Asphalt	\$ 90.00	TON	100.0 \$	9,000.00

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
	4002-02	Surface Temporary Asphalt	\$ 70.00	TON	50.0 \$	3,500.00
	4002-03	Surface Permanent Asphalt	\$ 100.00	TON	50.0 \$	5,000.00
	4002-04	Graded Aggregate Base Course for Asphalt Paving	\$ 60.00	CY	100.0 \$	6,000.00
SECTION 4003, GUARDRAIL						
	4003-01	Guardrail Removal and Replacement	\$ 20.00	LF	100.0 \$	2,000.00
DIVISION 5000, SEDIMENT CONTROL AND OTHER TEMPORARY MEASURES (INSTALLATION, MAINTENANCE AND REMOVAL)						
SECTION 5001, STANDARD SEDIMENT CONTROL ITEMS						
	5001-01	Stabilized Construction Entrance	\$ 2,000.00	EA	5.0 \$	10,000.00
	5001-02	Stabilized Construction Entrance with Wash Rack	\$ 500.00	EA	2.0 \$	1,000.00
	5001-03	Silt Fence	\$ 6.00	LF	500.0 \$	3,000.00
	5001-04	Modified Super Silt Fence	\$ 15.00	LF	250.0 \$	3,750.00
	5001-05	Tree Protection Fence	\$ 10.00	LF	500.0 \$	5,000.00
	5001-06	Filter Log (Filtrexx® 12 Inches Diameter, Or Approved Equal, Complete with Compost and Stakes)	\$ 20.00	LF	50.0 \$	1,000.00
	5001-07	Stone Outlet Structure	\$ 100.00	EA	5.0 \$	500.00
	5001-08	Inlet Protection	\$ 100.00	EA	5.0 \$	500.00
	5001-09	Temporary Dewatering Device	\$ 1,000.00	EA	3.0 \$	3,000.00
	5001-10	Portable Sediment Tank	\$ 1,000.00	EA	3.0 \$	3,000.00
	5001-11	Removable Pumping Station	\$ 1,300.00	EA	5.0 \$	6,500.00
	5001-12	Stone Outlet Sediment Trap (≤50 Cubic Yards of Excavation)	\$ 1,100.00	EA	2.0 \$	2,200.00
	5001-13	Straw Mat, Single Jute Net (East Coast Erosion Blanket ECS-1b, Straw Biodegradable) Single Net Blanket or Approved Equal	\$ 7.00	SY	1,500.0 \$	10,500.00
	5001-14	Earth Dike	\$ 5.00	LF	50.0 \$	250.00
	5001-15	Stitched Coconut Fiber Blanket (Biod-Ocf 30® or Approved Equal)	\$ 10.00	SY	100.0 \$	1,000.00
	5001-16	Soil Reinforcement Matting (Enkammat 7020® Or Approved Equal)	\$ 10.00	SY	500.0 \$	5,000.00

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
	5001-17	Filter Bag	\$ 150.00	EA	15.0	\$ 2,250.00
SECTION 5002, MULCH ACCESS						
	5002-01	Installation of Free Mulch Provided by County	\$ 10.00	CY	400.0	\$ 4,000.00
	5002-02	Purchased Mulch	\$ 60.00	CY	400.0	\$ 24,000.00
	5002-03	Wooden Mat	\$ 65.00	SY	250.0	\$ 16,250.00
	5002-04	Tree Trunk Protection	\$ 50.00	EA	20.0	\$ 1,000.00
SECTION 5003, FLOW DIVERSION-						
	5003-01	Diversion Wall -3- 4 Foot Height	\$ 5.00	LF	150.0	\$ 750.00
	5003-02	Diversion Wall 5-6 Foot Height	\$ 10.00	LF	100.0	\$ 1,000.00
	5003-03	Impervious Liner	\$ 25.00	SF	300.0	\$ 7,500.00
SECTION 5004, CLEAR WATER DIVERSION (PUMP AROUND)						
	5004-01	Pump Usage, ≤4 Inch Pump	\$ 3.00	HR	240.0	\$ 720.00
	5004-02	Pump Usage, ≤4 Inch Pump	\$ 500.00	DAY	30.0	\$ 15,000.00
	5004-03	Pump Usage, 6 Inch Pump	\$ 5.00	HR	50.0	\$ 250.00
	5004-04	Pump Usage, 6 Inch Pump	\$ 750.00	DAY	6.0	\$ 4,500.00
	5004-05	Pump Usage, 8 Inch Pump	\$ 20.00	HR	10.0	\$ 200.00
	5004-06	Pump Usage, 8 Inch Pump	\$ 500.00	DAY	2.0	\$ 1,000.00
	5004-07	Pump Usage, 10 Inch Pump	\$ 80.00	HR	8.0	\$ 640.00
	5004-08	Pump Usage, 10 Inch Pump	\$ 1,000.00	DAY	1.0	\$ 1,000.00
	5004-09	Pump Usage, 12 Inch Pump	\$ 80.00	HR	8.0	\$ 640.00
	5004-10	Pump Usage, 12 Inch Pump	\$ 1,000.00	DAY	1.0	\$ 1,000.00
	5004-11	Pump Mobilization for Pumps ≥6 Inch	\$ 1,000.00	EA	5.0	\$ 5,000.00
SECTION 5005, TEMPORARY HEAVY DUTY, CORRUGATED EXTERIOR, BLACK HDPE PIPE PROVISION						
	5005-01	Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 15 Inches	\$ 15.00	LF	100.0	\$ 1,500.00
	5005-02	Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 18 Inches	\$ 20.00	LF	100.0	\$ 2,000.00

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
	5005-03	Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 24 Inches	\$ 25.00	LF	100.0	\$ 2,500.00
	5005-04	Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 30 Inches	\$ 35.00	LF	100.0	\$ 3,500.00
	5005-05	Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 36 Inches	\$ 45.00	LF	100.0	\$ 4,500.00
SECTION 5006, TEMPORARY FENCING						
	5006-01	Vinyl Blaze Orange Safety Fence	\$ 6.00	LF	500.0	\$ 3,000.00
	5006-02	Tree Protection/Pond Safety Fence	\$ 10.00	LF	500.0	\$ 5,000.00
DIVISION 6000, TREE WORK AND STABILIZATION						
SECTION 6001, TREE TRIMMING						
	6001-01	Selective Tree Trimming Crew (Foreman and Two Laborers)	\$ 350.00	CREW-HR	25.0	\$ 8,750.00
SECTION 6002, GENERAL INDIVIDUAL TREE REMOVAL						
	6002-01	Individual Tree Removal with Stump Removal, 6-Inch to 10-Inch Diameter	\$ 350.00	EA	20.0	\$ 7,000.00
	6002-02	Individual Tree Removal with Stump Removal, Greater than 10-Inch to 20-Inch Diameter	\$ 500.00	EA	10.0	\$ 5,000.00
	6002-03	Individual Tree Removal with Stump Removal, Greater than 20-Inch to 30-Inch Diameter	\$ 750.00	EA	5.0	\$ 3,750.00
	6002-04	Individual Tree Removal with Stump Removal, Greater than 30-Inch Diameter	\$ 1,800.00	EA	2.0	\$ 3,600.00
	6002-05	Individual Tree Removal Flush Cut, 6-Inch to 10-Inch Diameter	\$ 200.00	EA	20.0	\$ 4,000.00
	6002-06	Individual Tree Removal Flush Cut, Greater than 10-Inch to 20-Inch Diameter	\$ 400.00	EA	10.0	\$ 4,000.00
	6002-07	Individual Tree Removal Flush Cut, Greater than 20-Inch to 30-Inch Diameter	\$ 650.00	EA	5.0	\$ 3,250.00
	6002-08	Individual Tree Removal Flush Cut, Greater than 30-Inch Diameter	\$ 1,200.00	EA	2.0	\$ 2,400.00
SECTION 6003, SPECIALIZED INDIVIDUAL TREE REMOVAL						

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
	6003-01	Individual Tree Removal with Stump Removal, 6-Inch to 10-Inch Diameter	\$ 500.00	EA	5.0	\$ 2,500.00
	6003-02	Individual Tree Removal with Stump Removal, Greater than 10-Inch to 20-Inch Diameter	\$ 750.00	EA	10.0	\$ 7,500.00
	6003-03	Individual Tree Removal with Stump Removal, Greater than 20-Inch to 30-Inch Diameter	\$ 1,000.00	EA	5.0	\$ 5,000.00
	6003-04	Individual Tree Removal with Stump Removal, Greater than 30-Inch Diameter	\$ 3,600.00	EA	2.0	\$ 7,200.00
	6003-05	Individual Tree Removal Flush Cut, 6-Inch to 10-Inch Diameter	\$ 200.00	EA	5.0	\$ 1,000.00
	6003-06	Individual Tree Removal Flush Cut, Greater than 10-Inch to 20-Inch Diameter	\$ 500.00	EA	10.0	\$ 5,000.00
	6003-07	Individual Tree Removal Flush Cut, Greater than 20-Inch to 30-Inch Diameter	\$ 1,000.00	EA	5.0	\$ 5,000.00
	6003-08	Individual Tree Removal Flush Cut, Greater than 30-Inch Diameter	\$ 3,600.00	EA	2.0	\$ 7,200.00
	6003-09	Tree Root Pruning	\$ 15.00	LF	200.0	\$ 3,000.00
SECTION 6005, TURF ESTABLISHMENT						
	6005-01	Turf Establishment by Seeding (Broadcast or Hydro-seeding)	\$ 7.00	SY	500.0	\$ 3,500.00
SECTION 6006, TURFGRASS SOD ESTABLISHMENT						
	6006-01	Sodding	\$ 8.00	SY	1,000.0	\$ 8,000.00
SECTION 6100, WETLAND AND AQUATIC PLANTING:						
	6100-01	Bare root	\$ 10.00	EA	300.0	\$ 3,000.00
	6100-02	Plug - 2 Inch	\$ 10.00	EA	300.0	\$ 3,000.00
	6100-03	Quart Pot	\$ 20.00	EA	500.0	\$ 10,000.00
SECTION 6110, WETLAND SEEDING						
	6110-01	Wetland Seeding	\$ 500.00	LB	5.0	\$ 2,500.00
DIVISION 7000, TRAFFIC MAINTENANCE						
SECTION 7004, TRAFFIC						
	7004-01	Cones	\$ 25.00	EA	50.0	\$ 1,250.00

Section	Line Item	Description	Unit Price	Unit	Estimated Quantity	Totals:
	7004-02	Drums	\$ 60.00	EA	50.0 \$	3,000.00
	7004-03	Arrow Panels	\$ 1.00	UD	5.0 \$	5.00
	7004-04	Steel Plates	\$ 20.00	SF	100.0 \$	2,000.00
	7004-05	Flagger	\$ 60.00	HR	60.0 \$	3,600.00
	7004-06	Metal Sign	\$ 50.00	EA	25.0 \$	1,250.00
	7004-07	Portable Variable Message	\$ 50.00	UD	5.0 \$	250.00
DIVISION 8000, AS-NEEDED SERVICES						
SECTION 8000, NON-PRE-PRICED ITEMS AND ALLOWANCES						
	8000-01	Non-Pre-priced Items <\$5,000 (As-Needed)	\$0.00	LS	1.0	\$0.00
	8000-02	Non-Pre-priced Items >\$5,000 (As-Needed)	\$0.00	LS	1.0	\$0.00
Aggregate Bid Total (Inclusive of all Line Items)					\$	672,235.00

This total MUST match the total shown in the Bid to Montgomery County.

Notice to Bidders:

These unit costs shall represent the total cost (materials, labor, equipment, mobilization, insurance, overhead, profit, employee benefits, etc.) and are the only bases on which payment will be made. The Contractor must bid all items or will be deemed non-responsive and the bid will be rejected.

END OF SCHEDULE OF UNIT PRICES

IFB 1167925

**MONTGOMERY COUNTY
DEPARTMENT
OF
ENVIRONMENTAL PROTECTION**



**DREDGING AND REPAIRS:
STORMWATER MANAGEMENT FACILITIES**

August 9, 2024

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NOTICE TO BIDDERS

**Invitation for Bids
1167925
for
DREDGING AND REPAIRS: STORMWATER MANAGEMENT FACILITIES**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to this law, then Item #27, under Section A, "Services Contract", on page 4, and "Wage Requirements Certification", under "Mandatory Submissions: (a) Bid Submissions," on page B, will be marked. And, in this event, the "Requirements for Services Contract Addendum" should be attached.

If this solicitation is subject to the Wage Requirements law, then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form" (see forms near the end of this document), must be completed and submitted with your bid. **If you fail to submit and complete the required material information on the form(s), your bid may be unacceptable under County law and may be rejected for non-responsiveness.**

As noted in Attachment "C" (see Section E for link to Attachment) (Section A on Page C2, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must submit certified payroll records for all employees and all subcontractor's employees governed by the Wage Requirements Law, for each payroll period, to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must be submitted quarterly (January, April, July, and October for the prior quarter) and must include the following for each employee and each subcontractor's employee: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law that is contained in Attachment C (see Section E for link to Attachment). Note that for services contracts, you can find the current mandatory per-hour wage rate payable to employees under Section 11B-33A of the County Code, by going to the website www.montgomerycountymd.gov/WRL.

MONTGOMERY COUNTY, MARYLAND
INVITATION FOR BIDS
GENERAL INFORMATION

NOTE TO POTENTIAL BIDDERS:

Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty no later than the due date and time as indicated on Page A and Page E. Bidders must register with BidNet Direct in order to view and respond to this solicitation. Visit www.bidnetdirect.com and click on the link to register at no charge. Follow the registration path and select the "Limited Access" option which will provide you with an automatic e-mail notification at no charge. If you need help registering, please call BidNet Direct's Support Department at 800-835- 4603, Option 2. It is the bidder's responsibility to follow all steps in BidNet to completion in order to ensure submission of the proposal. The County will not accept bids submitted after the due date and time as indicated on Page A and Page E.

The County will not accept bids it receives by fax, email, mail, or personal delivery. All faxed, emailed, mailed, or personally delivered bids will be returned to the bidder.

Please note:

- The **Name and Signature Requirements** sections located on the Solicitation, Bid, and Award Sheet. **Failure to sign your bid as required may be cause for your bid to be deemed nonresponsive.**
- The **Mandatory Bid Submissions** on Page B. The checked items must be submitted with your bid. **Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.**
- The **Method of Award** stated in this solicitation on Page A and Page 1, in Section A, Item #3.

BID COVER SHEET

MONTGOMERY COUNTY OFFICE OF PROCUREMENT
27 COURTHOUSE SQUARE, SUITE 330
ROCKVILLE, MARYLAND 20850-4166

IFB#:	1167925	OPENING DATE:	September 9, 2024 see page F	OPENING TIME:	11:00 AM
FOR:	Dredging and Repairs: Stormwater Management Facilities			ISSUE DATE:	August 9, 2024

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following checked (X) provisions in Section A are applicable to this solicitation and any resulting contract.

1		BID GUARANTEE: A bid guarantee of <u>N/A</u> is required for this bid.
2	<input checked="" type="checkbox"/>	INTENT: A. <input checked="" type="checkbox"/> B. <input type="checkbox"/>
3	<input checked="" type="checkbox"/>	METHOD OF AWARD A. <input checked="" type="checkbox"/> B. <input type="checkbox"/> C. <input type="checkbox"/> D. <input type="checkbox"/> E. <input type="checkbox"/> (other)
		Price preference of <u>N/A</u> percent.
4	<input checked="" type="checkbox"/>	OPTIONAL PRE-BID CONFERENCE Date: August 22, 2024 Time: 11:00 AM Location: Click to join Microsoft Teams Meeting Or dial in by phone +1 443-692-5768, 345509547#
5		OR EQUAL INTERPRETATION
6	<input checked="" type="checkbox"/>	QUESTIONS: Technical Contact: DEP.Procurements@montgomerycountymd.gov Non-Technical Contact: Erik.Haugen@montgomerycountymd.gov LAST DAY FOR QUESTIONS: Inclusive of any date changes issued by amendment, questions will be accepted up until 7 calendar days before the bids are due.
7		SAMPLES
27		SERVICES CONTRACT (see "NOTICE TO BIDDERS" for website of the current wage rate)
28	<input checked="" type="checkbox"/>	CONSTRUCTION CONTRACT (see Attachment D) See SECTION F for Prevailing Wage Rates. (see Section E for links to Attachments)
29	<input checked="" type="checkbox"/>	LOCAL BUSINESS PREFERENCE (LBP) https://www.montgomerycountymd.gov/PRO/DB/RC/local-business-preference.html

All provisions in the solicitation, including Section A, numbers 8 through 26 and 30, shall be applicable to any contract awarded as a result of this solicitation.

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

All provisions in this section shall be applicable to any contract awarded as a result of this solicitation. The correct insurance requirements for this solicitation are listed (in Table ___ of Provision 21) or in Appendix to Section B. These requirements supersede those listed in Provision 21 of the General Conditions between County and Contractor.

SECTION C - SPECIAL TERMS AND CONDITIONS

The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

1	<input checked="" type="checkbox"/>	ADD OR DELETE
2	<input checked="" type="checkbox"/>	ANNUAL PRICE ADJUSTMENT A. _____ Commodity/Service Group: B. <input checked="" type="checkbox"/> All Items
3		CATALOG DISCOUNT PRICES
4		CATALOG/PRICE LIST REQUIREMENTS
5		CERTIFICATE OF ORIGIN
6	<input checked="" type="checkbox"/>	CLEANING OF SITE
7	<input checked="" type="checkbox"/>	CONTRACT ADMINISTRATOR
8	<input checked="" type="checkbox"/>	CONTRACT TERM A. <input checked="" type="checkbox"/> 1 year and 2 optional renewals B. _____ Other:
9	<input checked="" type="checkbox"/>	CONTRACT VALUE Estimated \$1,500,000 Annually
10	<input checked="" type="checkbox"/>	CONTRACTOR RESPONSE
11	<input checked="" type="checkbox"/>	CORRECTION OF WORK AFTER FINAL PAYMENT
12		CORRECTION OF WORK BEFORE FINAL PAYMENT
13		DAMAGE/SHORTAGE
14		DEALER STATUS
15	<input checked="" type="checkbox"/>	DELAYS AND EXTENSION OF TIME
16		DELIVERY INSTRUCTIONS
17	<input checked="" type="checkbox"/>	DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)
18		EQUIPMENT PREPARATION
19	<input checked="" type="checkbox"/>	ESTIMATES
20	<input checked="" type="checkbox"/>	FAILURE TO PERFORM/DELIVER
21	<input checked="" type="checkbox"/>	HEAVY DUTY
22	<input checked="" type="checkbox"/>	INVOICES
23	<input checked="" type="checkbox"/>	LABOR COSTS
24		MANUALS
25	<input checked="" type="checkbox"/>	MATERIAL AND WORKMANSHIP
26	<input checked="" type="checkbox"/>	MATERIALS
27	<input checked="" type="checkbox"/>	METHOD OF ORDERING
28		MULTIPLE AWARDS
29		NET PRICES
30	<input checked="" type="checkbox"/>	NEW MATERIALS
31	<input checked="" type="checkbox"/>	OPTION TO INCREASE QUANTITIES
32	<input checked="" type="checkbox"/>	ORDERING TERMS

SECTION C - SPECIAL TERMS AND CONDITIONS

The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

33		PARTS/SERVICE
34	<input checked="" type="checkbox"/>	PAYMENTS
35		PERFORMANCE BOND: In the amount of N/A is required.
36		(this provision has been intentionally left blank)
37	<input checked="" type="checkbox"/>	PROTECTION OF EXISTING FACILITIES
38	<input checked="" type="checkbox"/>	PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS
39		PURCHASE ORDERS/JOB RELEASES
40	<input checked="" type="checkbox"/>	QUANTITIES

SECTION C - SPECIAL TERMS AND CONDITIONS

The following checked (X) provisions shall be applicable to any contract awarded as a result of this solicitation.

41	<input checked="" type="checkbox"/>	SAFETY STANDARDS
42		SERVICE
43		SITE INSPECTION
44	<input checked="" type="checkbox"/>	TRAVEL TIME
45		WARRANTY
46	<input checked="" type="checkbox"/>	CONTRACTOR'S RESPONSIBILITY

SECTION D - SCOPE OF WORK AND SPECIFICATIONS:

All provisions in this section shall be applicable to any contract awarded as a result of this solicitation.

MANDATORY SUBMISSIONS:**a. BID SUBMISSIONS:**

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation (see Section E for links to Attachments) must be submitted with your bid reply:

BID SUBMISSIONS

<input checked="" type="checkbox"/>	"SOLICITATION, BID AND AWARD SHEET" Quotation Sheet(s)). the Quotation Sheet is ONLY available as an Excel spreadsheet and must be submitted with the bid as either a PDF print out or the Excel file with all items bid.		
<input checked="" type="checkbox"/>	1. The Bid must include a Certificate of Good Standing in the Bidder's legal name from the Maryland State Department of Assessments and Taxation (SDAT) that is no more than 30-days old, or a screen print showing the business is good standing that is no more than 30-days old.		
<input checked="" type="checkbox"/>	2. The Bid must include the Offeror's Central Vendor Registration System registration, including uploading the Federal Form W-9: Use address/link: https://www.mcipcc.net to register. Either a confirmation of registration e-mail or a printout of the registration is acceptable. Neither may be more than 30 days old.		
<input checked="" type="checkbox"/>	3. The Bid must include a completed W-9 form with their bid and marked confidential. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf .		
<input checked="" type="checkbox"/>	4. The name on the Bid, the W-9 form, the CVRS registration, and the SDAT status must be the same true and legal firm name.		
	Current Manufacturer catalog(s)	Descriptive Literature	Other:
	Price List(s)	Delivery Schedule	Bid Guarantee (see pages A & 1)
	Wage Requirements Certification (see "NOTICE TO BIDDERS" for website providing the current wage rate) and (See Attachment C) (see Section E for links to Attachments)		
Failure to submit the mandatory bid submissions may be cause for your bid to be deemed nonresponsive.			
(Bidders Must Complete the NAME & SIGNATURE REQUIREMENTS in Part II on the Solicitation, Bid and Award Sheet, Page F)			

b. AWARD SUBMISSIONS:

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation (see Section E for links to Attachments), must be submitted within ten (10) working days after the date of the County's written notification of Intent to Award a Contract:

AWARD SUBMISSIONS:

-
- ☒ Minority, Female, Disabled Person Subcontractor Performance Plan. (Attachment B), if requested in the Intent to Award notice. (see Section E for links to Attachments)
- ☐ Local Business Subcontract Plan (Attachment F) (see Section E for links to Attachments), if requested in the Intent to Award notice.
- ☒ Financial Data - If Requested by the County ☐ Personnel Data
- ☐ Installation Schedules ☐ Plans or Drawings
- ☐ Statement of Assurances (Section G) and all related
- ☒ Other: as follows: information ☐ Performance Bond
- ☒ Certificate of Insurance (see page 6, paragraph #21) and Mandatory Insurance Requirements contained in Appendix to Section B or Insurance Table _n/a_. **Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your bid price.**
- ☐ Wage Requirements Certification of Posting Notice
- Failure to submit information in a timely manner as indicated may be cause to consider the Bidder non-responsible.
-

c. DECISION NOT TO RESPOND

Some recipients of this Solicitation may elect not to submit a response for a variety of reasons. The County is interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons. Accordingly, if your firm elects not to submit a response, the County asks that you return a statement as to why you are unable or unwilling to respond to DEP.Procurements@montgomerycountymd.gov.

OPTIONAL SUBMISSIONS - (see Section E for links to Attachments)

The following checked (XX) items (each of which is described in detail in Section A, B, C, or D) and any related attachments to this solicitation), are requested to be submitted with your bid reply:

- Minority, Female, Disabled Person Subcontractor Performance Plan (See Attachment B)
(To ensure a contract can move forward as a result of this solicitation, the plan needs to be submitted with your bid.)
- ☒ Mid-Atlantic Purchasing Team Rider Clause (See Page D)
- ☒ References (See Below)

REFERENCES

(at least three are requested to be submitted)

If references are required (see Optional Submissions section) for this solicitation, please provide them to the County with your bid. The three references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

Note: Do NOT include Montgomery County work or staff as references to demonstrate your capabilities. The County is interested in work experience and references other than Montgomery County.

If you do not include them with your bid submission, and you are one of the three low bidders, you may be required to submit references within ten (10) days' notice from the County. Failure to provide the County with references within that time frame may result in the Bidder being ruled nonresponsible or nonresponsive by the Director, Office of Procurement, or his/her designee and the forfeiture of your bid guarantee (if applicable).

1. Name of Firm: _____
Address: _____
City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____
2. Name of Firm: _____
Address: _____
City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____
3. Name of Firm: _____
Address: _____
City: _____ ST: _____ Zip: _____
Contact Person: _____ Phone: _____
Email Address: _____

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE

A. Extension to Other Jurisdictions

The Montgomery County Government extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractors(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

C. A negative reply will not adversely affect consideration of your bid.**D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)****E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.****F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting

The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Howard County Schools
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Annapolis City	<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Anne Arundel County	<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Anne Arundel Schools	<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Water Authority
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Baltimore City	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Baltimore County Schools	<input type="checkbox"/>	<input type="checkbox"/>	MD-National Capital Park & Planning Comm.
<input type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input type="checkbox"/>	<input type="checkbox"/>	BRCP	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	<input type="checkbox"/>	Carroll County	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Carroll County Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Charles County Government	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Charles County Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	City of Fredericksburg	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Government	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Schools	<input type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Govt. & Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Auth.	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	University of the District of Columbia
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Govt., Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Auth.
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Harford County	<input type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Harford County Schools			
<input type="checkbox"/>	<input type="checkbox"/>	Howard County			

Vendor's Name

IFB #1167925	MONTGOMERY COUNTY, MARYLAND Dredging and Repairs: Stormwater Management Facilities SOLICITATION, BID AND AWARD SHEET	Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

ELECTRONIC BIDS SUBMITTED TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S), WILL BE RECEIVED UP TO **11:00 AM LOCAL TIME ON SEPTEMBER 9, 2024**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. [Click here to join Microsoft Teams Meeting for Bid Opening](#) or dial in +1 443-692-5768, 345509547# **BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE DENIED BY THE BIDNET APPLICATION.** THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II: BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award.

The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award but will not be considered during the Method of Award process. Only a bid from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the time of bid submission will receive a % price preference that will be utilized to recalculate prices for purpose of the Method of Award process in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at www.montgomerycountymd.gov/PRO/Laws.html.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME:		TELEPHONE NO.:
ADDRESS:		TOLL FREE NO.:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)		FAX NO.:
BIDDER'S E-MAIL ADDRESS:		
ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:		
Amendment No./Date	Amendment No./Date	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): SIGNATURE OF ABOVE PERSON: _____ DATE: _____

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: YOUR CONTRACT NUMBER IS:

MONTGOMERY COUNTY, MARYLAND

BY

PRINTED NAME OF CONTRACTING OFFICER

SIGNATURE OF CONTRACTING OFFICER

AWARD DATE

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

QUOTATION SHEET

The Quotation Sheet is a separate Microsoft ® Excel file that bidders MUST download and use to prepare the bid. The Excel file is the only format of the bid sheet that the County is providing.

The bid sheet must be submitted with the bid, and may be in either Excel or PDF format.

Users may NOT alter the line items or estimated quantities. The Unit Price cells are unlocked and will accept user input, all other cells are locked from User input.

If Users find any discrepancies in the Excel formulas, please call the contacts listed in Item 6 on Page A of this IFB immediately.

**MONTGOMERY COUNTY, MARYLAND
OFFICE OF PROCUREMENT**

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

(Numbers 1-7, 27, 28 and 29 are subject to selection on Bid Cover Sheet)

1. BID GUARANTEE

A Bid Guarantee (Bid Bond or Irrevocable Letter of Credit) must accompany each Bid and be duly executed by the Bidder as a principal, and made payable to Montgomery County. See the Bid Cover Sheet for the amount required for the Bid Guarantee for this particular bid. A copy of the Bid Guarantee must be submitted electronically, in PDF format, with your Bid. Prior to award, the successful Bidder(s) must present an original copy of the Bid Bond or Irrevocable Letter of Credit to the Office of Procurement, 27 Courthouse Square, Suite 330, Rockville, MD 20850. The County reserves the right of approval of any instrument offered as Bid Guarantee.

2. INTENT

- A. The Intent of this Invitation for Bids is to establish a Fixed Price or Rate of Discount Contract for the purchase of goods/services for Montgomery County, Maryland, as per the Terms, Conditions, Specifications, and/or Scope of Work, and Quotation Sheet contained herein.
- B. The Intent of the Invitation for Bids is to establish a Time and Materials Contract(s) with a responsible Contractor(s) to complement County forces at various County facilities, as may be required and as may be directed by the Director, Office of Procurement, and as called for in the SCOPE OF WORK statement(s) attached. All work shall be performed by a Specialty Contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and makes available for this purpose, a regular force of skilled workmen.

3. METHOD OF AWARD

- A. The contract will be awarded to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet. Bidders must bid each item in order to be eligible for an award.
- B. The contract will be awarded by group to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bid is determined by the aggregate amount of the unit prices extended by the quantities set forth in each group on the Quotation Sheet. Bidders must bid each item within a particular group in order to be eligible for an award for the group itself.
- C. The contract will be awarded to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement. The lowest bidder is determined by the lowest unit price bid.
- D. The contract will be awarded by line item to the responsible bidder submitting the lowest responsive bid, as determined by the Director, Office of Procurement.
- E. The contract will be awarded by any other Method of Award as stated on the Bid Cover Sheet.

Regardless of which Method of Award is selected for this bid (Items A-E), THE DIRECTOR, OFFICE OF PROCUREMENT, reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County.

Additionally, bidders are hereby notified that the Montgomery County Code, Section 11B-56 concerning the procurement of recycled materials and supplies is applicable to this solicitation. The Code requires, where practicable, procurement by the County of materials and supplies recycled from solid waste, and authorizes the use of a percentage price preference.

The percentage price preference for this solicitation is stated on the Bid Cover Sheet of this particular bid.

Recycled Material as defined by Section 11B-56 means "material recovered from or otherwise diverted from the waste stream, including recycled paper. It includes post-consumer waste, industrial scrap material and obsolete inventories..." A percentage price preference means "the percentage by which a responsive bid from a responsible bidder whose product contains recycled materials (or a greater use of recycled materials) may exceed the lowest responsive bid submitted by a responsible bidder whose product does not contain recycled materials (or a lesser use of recycled materials)."

Bidders offering recycled products as defined by the County Code are cautioned that in order to be eligible for the price preference, the County must be aware at bid opening that the product being offered is recycled. Failure to provide specifications and/or other documentation at bid opening indicating that the product being offered is recycled may result in the bidder not receiving the price preference.

Bidders are also advised that a decision on use of a specification for a good containing recycled materials or a percentage price preference is within the sole discretion of the County and may not be appealed.

4. OPTIONAL PRE-BID CONFERENCE(S)

One or more optional Pre-Bid Conference(s) will be held. It is optional, though highly recommended that prospective bidders attend the pre-bid conference(s). For information regarding the date, time, and place of the conference(s), see the Bid Cover Sheet.

5. OR EQUAL INTERPRETATION

Unless stated otherwise in the Scope of Services, identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be descriptive but not restrictive in that it is used for the purpose of describing the type, style, quality, performance and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided the bidder clearly states in the spaces provided in the Quotation Sheet what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

6. QUESTIONS

All technical and non-technical questions pertaining to this Invitation for Bids should be directed to the individuals whose names are indicated on the Bid Cover Sheet.

7. SAMPLES

When samples are required, it will be so indicated. Samples must be submitted so as to arrive at the designated location prior to the opening of bids and must be identified with the NAME OF BIDDER, BID NUMBER AND BID ITEM NUMBER. Failure to properly identify samples may cause bid to be considered nonresponsive. Samples shall be free of charge and delivered at the bidder's expense. The County will have the right to destroy, alter, or mutilate samples in examination for specification or performance compliance without charge from bidder. Samples may be removed within ten (10) days after award. Samples may at the County's option be retained for the life of any subsequent contract period.

8. ACCEPTANCE TIME

By submission of an offer under this solicitation, the offeror agrees that the County has 120 days after the opening date in order to issue an award. The County reserves the right to reject, as nonresponsive, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the Offeror, the acceptance time for the Offeror's bid may be extended.

9. ALTERNATE OFFERS

Bidders must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the item or items bid upon to be considered non-responsive and rejected.

10. AWARD OR REJECTION OF BID

- A. Failure to submit requested data, surety, or other documents in the electronic bid submission as may be required herein may be cause for rejection of the bid.
- B. The County reserves the right to accept or reject any or all bids, or portion thereof, to give an offeror an opportunity to cure any deficiency resulting from a minor irregularity in a bid or to waive the deficiency, whichever is to the advantage of the County, and to award the Contract in the best interest of the County. The decision of the Director with respect to whether a defect is a minor informality is made in the sole discretion of the Director and is not subject to review and may not be challenged by a bidder.
- C. Conditional or qualified bids are subject to rejection.
- D. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

11. BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

12. BID PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Office of Procurement: (a) within ten

(10) calendar days after the Director, Office of Procurement, publicly posts the proposed contract award, if the bidder seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the submission date for bids, if the bidder seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Montgomery County Government". The Director, Office of Procurement, may return the filing fee to the protesting bidder, if the protest is sustained. The Director, Office of Procurement, must dismiss any protest not timely received.

Only an "aggrieved" bidder may file a protest. Aggrieved means that the bidder who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked bidder is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked bidders or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address, email address, fax and telephone numbers of the protesting offeror; a statement supporting that the bidder is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the bidder contends supports the protest. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the bidder making the protest.

13. BID WITHDRAWAL/MODIFICATION

Vendor can withdraw and make edits to a bid before a solicitation's closing date and time. To withdraw your bid, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your bid, please call BidNet Direct's Support Department at 800-835- 4603, Option 2. The bidder's withdrawal and resubmission must occur before the closing date and time.

14. BIDDER'S PAYMENT TERMS

The County will reject as nonresponsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount conditioned on a thirty-day or greater payment basis will be utilized to recalculate prices for purposes of the Method of Award process for price only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

15. BIDS

Bidder must electronically submit their bid through www.bidnetdirect.com/maryland/montgomerycounty no later than the due date and time as indicated on Page A and Page E. Bidders must register with BidNet Direct in order to view and respond to this solicitation. Visit www.bidnetdirect.com and click on the link to register at no charge. Follow the registration path and select the "Limited Access" option which will provide you with

an automatic e-mail notification at no charge. If you need help registering, please call BidNet Direct's Support Department at 800-835-4603, Option 2.

Information regarding the bid results (apparent low bidder) for this bid or any bid issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: <https://www.montgomerycountymd.gov/PRO/solicitations/proposed-awardees.html>

16. ERRORS IN BIDS

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bids before submitting the bid will not act as an excuse to permit withdrawal of the bid nor secure relief on pleas of error.
- B. The unit price will govern in the event of a discrepancy between the unit price bid and the extended price.
- C. The sum of the extended prices will govern in the event of a discrepancy between the aggregate total bid and the extended prices.
- D. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

17. JOINT PROCUREMENT (Optional Use of the Contract)

The following entities within Montgomery County must be able to purchase directly from contracts resulting from this solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County.

While this IFB is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful vendor under the same prices and goods and/or services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful bidder at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the bid. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each entity above will be solely responsible for and contract directly with the bidder under the entity's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE OFFERED TO THAT ENTITY.

18. MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority, Female, Disabled Person (MFD) Procurement Program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to the General Conditions of Contract

between County and Contractor" and its companion document entitled "Minority, Female, and Disabled-Person Subcontractor Performance Plan").

19. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

20. NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct and full legal business name of the entity involved must be used on bids received and on contract(s) issued as a result of this solicitation. A trade name, i.e., a shortened or different name under which the firm does business, must not be used when the full legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of that business (e.g., Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The signature on the bid, contract, amendment, or related correspondence must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

21. PROMPT PAYMENT DISCOUNT TERMS

Bidders please note: Prompt payment discounts will be considered in the evaluation of your bid if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

22. PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective bidders that the County has unlimited data rights regarding bids submitted in response to its solicitations. Unlimited data rights means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article §10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter.

It is the responsibility of the bidder to clearly identify each part of his/her offer that it believes is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary". The bidder agrees, with regard to any portion of the bid that is not stamped "proprietary" or "confidential" that it believes, and expressly permits, the County to deem it not to be proprietary or confidential.

23. PUBLIC POSTING

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list located in the Office of

Procurement, 27 Courthouse Square, Suite 330, Rockville, Maryland 20850.

The time period for appeal contained in Section 11B-36 commences THE DAY FOLLOWING the date of the posting.

It is the responsibility of the offerors to keep informed of the current status of any proposed awardees for contracts in which they are interested, as per Section 3.2.2 of the Procurement Regulations.

Information regarding the proposed awardee(s) under this bid or any bid issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: <https://www.montgomerycountymd.gov/PRO/solicitations/proposed-awardees.html>.

24. QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services on which they are submitting a bid, and in both cases maintain a regularly established place of business. An authorized representative of the County may visit and inspect any prospective Contractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract. The County may visit and inspect any prospective Contractor's use of a Subcontractor's plant, manufacturing facility or place of business, etc. where the goods, services or construction are performed to determine ability, capacity, reliability, financial stability, and other factors necessary to perform the contract. In both instances above, the information gathered on the visit and inspection on the Contractor, or its Subcontractor(s), may be used by the County to determine the responsibility of a Bidder.

If so requested, a bidder may be required to submit information about its reputation, past performance, business, and financial capability, and other factors that demonstrate that the bidder is capable of satisfying the County's needs and requirements for this solicitation.

25. SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Bidders are responsible for checking the website at <https://www.montgomerycountymd.gov/PRO/solicitations/formal-solicitations.html> periodically to remain informed of any solicitation amendments.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF SUCH SOLICITATION AMENDMENTS, to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of Bids. UNLESS A WAIVER IS GRANTED, BIDDERS THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:

- a. by acknowledging receipt of the amendment on the Solicitation, Bid, and Award sheet submitted.
- b. by a signed statement that the amendment is acknowledged which indicates the solicitation and

amendment numbers, and is submitted with the bid or prior to the bid due date and time.

A waiver may be granted by the Director, Office of Procurement, if it is deemed to be in the County's best interest. No waiver may be granted, however, until the bidder states in writing that the bidder will be bound by any substantive changes made by the amendment to the terms of the solicitation. If a bidder desires to change a bid that has already been submitted, the bidder can withdraw and make edits to a bid before a solicitation's closing date and time. To withdraw your bid, log into www.bidnetdirect.com/maryland/montgomerycounty and click "Solicitations" then "Bid Management" and follow the withdrawal process. If you need help withdrawing your bid, please call BidNet Direct's Support Department at 800-835- 4603, Option 2. The bidder's withdrawal and resubmission must occur before the closing date and time.

26. VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation are not binding on the County. Any information given to a bidder, in response to a request, will be furnished to all bidders as an amendment to this solicitation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed bidders. Only such amendments, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

27. SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to the General Conditions of Contract between County and Contractor" and its companion documents entitled "Wage Requirements Certification" and "501(a)(3) Non-profit organization/s Employee's Wage and Health Insurance Form). If a bidder fails to submit and complete the required material information on the Wage Requirements Certification form, its bid may be deemed unacceptable under County law and may be rejected for non-responsiveness.

28. PREVAILING WAGE (County Code §§11B-33C, & 20-75)

The Prevailing Wage Law applies to all construction contracts and to mechanical systems services contracts that meet minimum threshold contract values. Unless otherwise excluded by County law, a County-financed construction contract and a mechanical systems service contract that meet minimum threshold contract values are subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

An aggrieved employee is a third-party beneficiary of this Contract and the employee 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.

29. LOCAL BUSINESS PREFERENCE (LBP)

Only a Bidder who: (1) has a valid local business certification when the business submits a timely proposal; or (2) has applied for local business certification prior to the due date/time to submit a proposal, will receive a 10 percent price preference with a ceiling of \$200,000, in accordance with Executive Regulations 13-20. Also, refer to:

<https://www.montgomerycountymd.gov/pro/dbrc/LBPP.html>

30. TIE BIDS

In conjunction with the bid's selected method of award (Section A.3.), tie bids will be resolved by making a proposed award of the contract(s) to the bidder who has its principal place of business in Montgomery County, Maryland. If bids are still tied, then the tie will be resolved in accordance with the criteria in the order stated under Procurement Regulation 4.1.1.4(e).

(Section A: Items 1 - 30, Revision Date 07/2022)

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any

necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the

written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- 1) serve as liaison between the County and the contractor;
 - 2) give direction to the contractor to ensure satisfactory and complete performance;
 - 3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - 4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - 5) accept or reject the contractor's performance;
 - 6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - 7) prepare required reports;
 - 8) approve or reject invoices for payment;
 - 9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - 10) issue notices to proceed; and
 - 11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The

contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the

Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS

(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability	300	500	1,000	See Attachment
for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors				
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Professional Liability*	250	500	1,000	See Attachment
for errors, omissions and negligent acts, per claim and aggregate, with one-year discovery period and maximum deductible of \$25,000				
<u>Certificate Holder</u>				
Montgomery County Maryland (Contract #)				
Office of Procurement				
27 Courthouse Square, Suite 330,				
Rockville, MD 20850				
*Professional services contracts only				

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)				
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment
Certificate Holder				
Montgomery County Maryland (Contract #)				
Office of Procurement				
27 Courthouse Square, Suite 330,				
Rockville, MD 20850				

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

- A. Protection of Personal Information by Government Agencies: In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).
- B. Payment Card Industry Compliance: In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been

convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees, late fees, or shipping fees that are not provided for in the contract. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or

other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45. REVISED 07/2022

THIS PMMD-45 MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION C - SPECIAL TERMS AND CONDITIONS

(Subject to selection on Bid Cover Sheet)

1. ADD OR DELETE

During the contract term, the County shall have the right to add or delete facilities to be served as may be considered necessary or desirable.

In the event the facilities are added, (except as provided herein) a mutually acceptable price for the routine service will be negotiated in a manner consistent with the contract terms. No payment will be made for facilities deleted.

2. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment after this one-year period, is subject to the following:

- 1) Approval or rejection by the Director, Office of Procurement or designee.
- 2) **Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request.** A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- 3) Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- 4) May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.
- 5) The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- 6) Should be effective sixty (60) days from the date of receipt of the contractor's request.
- 7) Must be executed by written contract amendment.

3. CATALOG DISCOUNT PRICES

Prices are to be quoted in terms of Percentage Discount from a Current Price List, inclusive of all charges for delivery as specified herein. "List" shall be manufacturer's published catalogs and price lists and/or Contractor's own published catalogs and price lists. Sources of "List Prices" are to be clearly described on the Quotation Sheet.

Price increases as may be reflected in newly published price lists will be honored upon notification in writing and approval of the Director, Office of Procurement or the designee. The discount quoted must remain firm for the entire contract period.

4. CATALOGS/PRICE LIST REQUIREMENTS

It will be the responsibility of the successful Contractor to provide current, complete manufacturer's catalogs including current

styles, models, numbers, and latest published price lists within ten (10) working days of written notification of the County's intent to award a contract. Such material must be provided before finalization of any documents.

Should the vendor fail to provide such materials, the County may consider the bidder as nonresponsive and proceed with award of contract to next lowest responsive bidder.

5. CERTIFICATE OF ORIGIN

Certificate of origin must be submitted with delivery of units. Units delivered without Certificate of Origin and Owner Warranty will not be accepted.

6. CLEANING OF SITE

The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work performed. Upon completion of the work, waste materials, rubbish, and tools, equipment, machinery and surplus materials shall be removed from and about the project (job). All building surfaces and work areas are to be left "broom clean."

7. CONTRACT ADMINISTRATOR

A Contract Administrator shall be designated by the Director, Office of Procurement or authorized representative. Along with the duties and responsibilities outlined in Provision 6 - Contract Administration of the General Conditions for Contract between County and Contractor, the Contract Administrator shall be responsible for:

- A. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used;
- B. Approving the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records;
- C. Approving the rental of equipment and/or tools that may be considered "not customary" to the trade;
- D. Inspecting all work performed and authorizes payment upon acceptance.

The designated Contract Administrator for the Department of Environmental Protection is Pam Parker, 2425 Reedie Drive, Wheaton, MD 20902, and contact information will be provided in the Notice-to-Proceed. The Contract Administrator for any other department will be listed on the Purchase Order or the Contract Amendment.

8. CONTRACT TERM

- A. The term of the contract is for 1 years from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. The Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for 2 additional one-year periods.
- B. The contract term shall be for the period of time as stated on the Bid Cover Sheet.

9. CONTRACT VALUE

This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated on the Quotation Sheet, represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

~~N/A to this contract - In addition, any jobs estimated to exceed \$15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by the Director, Office of Procurement, when determined to be in the County's best interest.~~

10. CONTRACTOR RESPONSE

In an emergency situation, the Director, Office of Procurement or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to affect repairs/replacement as required. This provision will be used only during a declared Federal, State of Maryland, and/or local Maryland jurisdiction emergency or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

11. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting therefrom, which shall appear or occur within the guarantee period beginning with the date of final payment, or from the date of the County's substantial usage of the project, whichever is earlier. The County shall give notice of observed defects with reasonable promptness.

12. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

13. DAMAGE/SHORTAGE

The County will not accept any new units until all damage has been repaired and factory shortages have been received. The County shall not be liable for any equipment delivered which is damaged, short components, or is not fully prepared for service.

14. DEALER STATUS

Bidders, by offering quotations herein, certify that they are current authorized dealers in good status for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within ten (10) working days prior to award of the Contract, if so requested by the County at any time during the contract period. Should the Contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation by the County.

15. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation,

unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

16. DELIVERY INSTRUCTIONS

All deliveries are to be made to the locations identified and listed in the bid and are to be coordinated and scheduled with the individuals as indicated.

17. DEPARTMENTS AUTHORIZED TO USE CONTRACT(S)

The primary user of this contract will be the Department named on the Bid Cover Sheet. This agency is authorized to use its own internal Job Release System and Financial Department methods. All other users of this contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Office of Procurement.

18. EQUIPMENT PREPARATION

New vehicles/equipment service and preparation, as recommended by the manufacturer, shall be completed by the successful Contractor prior to delivery. Equipment delivered shall be prepared and ready for the designed and intended service use. No dealer identification is to be affixed to any new units.

19. ESTIMATES

Prior to the commencement of work on any requirements, the Contract Administrator and the Contractor will prepare an "Estimate to Complete" containing the following:

- A. Brief description of the work to be performed.
- B. Number of labor hours and types of labor.
- C. Material cost estimate.
- D. Estimated completion date.

All estimates must be signed and dated by the Contract Administrator and the Contractor, and reference the contract number. A copy of the estimate must be sent to THE DIRECTOR, OFFICE OF PROCUREMENT; labeled "File with Contract."

20. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date.

21. HEAVY DUTY

The term "heavy duty" shall be interpreted to mean, "the item shall be designed for unusual strain and/or severe service."

22. INVOICES

All true and corrected invoices and all inquiries regarding payment are to be sent to DEP.Invoice@montgomerycountymd.gov. Failure to promptly comply with this requirement must delay payment.

23. LABOR COSTS

The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

24. MANUALS

The Contractor shall provide a minimum of two (2) copies of Operator's Manuals and one (1) copy each of Shop Manual and Parts Manual to be furnished upon delivery of the units.

25. MATERIAL AND WORKMANSHIP

The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator, or the authorized representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

26. MATERIALS

The County reserves the right to furnish any or all materials for work under this contract. Normally, the Contractor will furnish required materials. Materials supplied by the Contractor shall be at Contractor's Cost including, if appropriate, material handling costs as part of material costs, shall include only costs clearly excluded from the Labor Hour rate. Material handling cost may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures. Contractor's charges for materials shall be based on established Catalog or List Price in effect when material is furnished, less all applicable discounts and in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

27. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1, of each year, as provided by the Montgomery County Code.

28. MULTIPLE AWARDS

In the event of multiple awards resulting from this solicitation, the contract period will approximate one (1) year, as it is the County's intent that all contracts awarded under this solicitation terminate on the same date.

29. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination, freight prepaid and allowed, and inside delivery, and all other charges necessary for performance under the Contract. Prices are less Federal, State, and Local taxes. The County will not pay gross receipts or heavy equipment taxes.

30. NEW MATERIALS

Unless this contract specifies otherwise, the Contractor represents that the supplies and components are new and are not of such age or so deteriorated as to impair their usefulness or safety.

31. OPTION TO INCREASE QUANTITIES

Montgomery County reserves the right, at its option, to increase the quantities for any item awarded, not to exceed 100% of the quantities shown on the Quotation Sheet(s). The County reserves the right to purchase additional units within the date shown by the bidder on the Quotation Sheet(s), or within six (6) months of the date that the initial award is made, whichever is later. The Contractor agrees to accept such increases at the same unit prices as provided in the initial contract for the initial quantities. No guarantee of purchases of any specific quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriate fiscal funding.

32. ORDERING TERMS

Orders for goods/services that are placed before the expiration of the contract term and are to be started and/or completed before the expiration of the contract are to be honored with all terms, conditions, and prices of the Contract in effect until the final delivery of goods and/or completion of the work is made and accepted by the County.

33. PARTS/SERVICE

To best serve the needs and interests of Montgomery County, it is the intention of these specifications to secure bids only on units which can be efficiently maintained and serviced without the necessity of the County stocking expensive parts, or being subject to the inconvenience of frequent and/or long periods of interrupted service due to non-availability of parts. Bidders shall specify nearest location of parts depots from which parts may be obtained at any time during the day or night.

34. PAYMENTS

Payment shall be made upon submission of invoices in four (4) copies on a monthly basis, by the first day of the month, for all work performed during the previous month. Invoices are to be supported by records of "Time and Material", with the approval signature of the Contract Administrator (or designee). Material prices shall be subject to verification. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when such record is requested by the Director, Office of Procurement.

35. PERFORMANCE BOND

No contract shall exist until the County receives a duly executed Performance Bond or Irrevocable Letter of Credit prepared on an approved form in the amount indicated on the Bid Cover Sheet. The bond must be made payable to Montgomery County, as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award made to the next lowest responsive bidder. The County reserves the right of approval of any instrument offered as a Performance Bond.

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the

Contractor of all ASPECTS, TERMS AND CONDITIONS of the contract and shall be maintained in full force and effect until the termination of this agreement.

36. (This provision has been intentionally left blank)

37. PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor's employees.

38. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions, and prices for the goods provided by the Contractor pursuant to this contract to those Non-Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

39. PURCHASE ORDERS/JOB RELEASES

Prior to the commencement of work, THE DIRECTOR, OFFICE OF PROCUREMENT or authorized representative, shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

40. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation for Bids, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

41. SAFETY STANDARDS

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

42. SERVICE

The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces on the Solicitation, Bid, and Award Sheets.

43. SITE INSPECTION

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them of all provisions contained in the Invitation for Bids. Site inspections may be arranged by emailing

the DEP Contracts Team at DEP.Procurements@montgomerycountymd.gov and someone will call to arrange the date and time.

44. TRAVEL TIME

No payment for travel time to or from a job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

45. WARRANTY

The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the Bid Cover Sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

46. CONTRACTOR'S RESPONSIBILITY

- A The Contractor must maintain its business in "good standing" with the State of Maryland Department of Assessments and Taxation Business Services, <https://dat.maryland.gov/businesses/Pages/default.aspx> at all times during the performance of the Contract.
- B The Contractor must maintain and update, as applicable, the Contractor's information in the County's Central Vendor Registration System (CVRS) at <http://www.mcipcc.net/> within 15 days of any changes. This includes any Automated Clearinghouse (ACH) changes for payment deposits that can only be updated through the CVRS system by the Contractor.
- C The Contractor must notify the County within 15 days of any changes in the company name (including "dba" changes), address, and/or Tax ID changes. The e-mail to submit this information is DEP.Procurements@montgomerycountymd.gov.
- D The Contractor must furnish a current Certificate of Insurance (COI) that complies with the requirements in Attachment C to this solicitation before execution of the Contract. The ACORD form, or equivalent, must be provided to the County for Risk Management review and approval. COI renewals must be submitted within 15 days of expiration to DEP.Procurements@montgomerycountymd.gov. If the

Contractor's Certificate issuer permits, it is recommended that the Contractor add the DEP Procurements e-mail to a direct-distribute list so DEP will receive COI renewals directly from the broker.

47. STATEMENT OF ASSURANCES

The Bidder will attest to the qualifications of the Bidding Firm using the form in Attachment G, at the time of bid submittal, certifying that it meets the requirements for performing the Work and is able to provide the supporting documentation upon request by the County in ten (10) calendar days in the following areas:

- Registration, Licensing and Taxation
- Inspection and Maintenance
- County Disposal Requirements

48. HOURS OF WORK

Except as otherwise provided in the Contract Documents, all Work must be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of County, State, and Federal holidays, unless more restrictive hours are required by the Montgomery County Code or other applicable law governing the Contractor's performance of the Work. The County has the right to impose further restrictions on working hours reasonably related to the use of sites. The Contractor must not permit Work outside of such hours or on a Saturday, Sunday, or other County, State, or Federal holidays without the written consent of the County. Such consent, if given, may be conditioned upon payment by the Contractor of the County additional costs and fees incurred in monitoring such off-hours Work. The Contractor must notify the County as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of an emergency. See also Section C, Item 23, Labor Costs.

49. NOISE ORDINANCE

The Contractor must comply with the Montgomery County Noise Ordinance (Chapter 31B) of the Montgomery County Code and any successor or substitute provisions covering the regulation of noise levels. Additional information about the County Noise Ordinance is available on the County's website, at the time of the solicitation issuance, at <https://www.montgomerycountymd.gov/DEP/contact/noise>.

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APPENDIX TO SECTION B
MANDATORY INSURANCE REQUIREMENTS

MANDATORY MINIMUM INSURANCE REQUIREMENTS - Dredging at Stormwater Management Facilities at Sites throughout the County: Dredge Stormwater Management Ponds.

Prior to the execution of the contract by the County, the proposed awardee/contractor must obtain, at their own cost and expense, the following minimum (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary with the County's being non-contributory.

Commercial General Liability

A minimum limit of liability of **two million dollars (\$2,000,000), per occurrence, three million dollars (\$3,000,000) aggregate** for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Business Automobile Liability

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles
- Loading and unloading

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

Contractor's Pollution / Environmental Impairment Liability

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit for bodily injury and property damage coverage per occurrence. Such insurance shall cover any gradual, sudden and/or accidental release of toxic or hazardous waste or other hazardous substance requiring monitoring, clean-up or other corrective actions under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Contractor/proposer agrees to provide a one-year discovery period under this policy for services rendered during the contract.

Umbrella Insurance

During the term of this Contract, Vendor will maintain umbrella coverage for ***not less than two million dollars (\$2,000,000)*** over the Contractor's Commercial General Liability, Commercial Automobile, and Workers' Compensation coverage.

Subcontractor Requirements

Unless otherwise stated below the proposed awardee/contractor shall require all subcontractors to obtain, and maintain, insurance with limits equal to, or greater, than those limits required within the contract.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on an endorsement to Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance policies, if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Department of Environmental Protection / Contracts Team
2425 Reedie Drive, 4th Floor
Wheaton MD 20902

Submit via e-mail only: DEP.Procurements@montgomerycountymd.gov. Please do not send hard copy COIs.

SECTION D - SCOPE OF WORK/ SPECIFICATIONS

BACKGROUND

Montgomery County, Maryland, through its Department of Environmental Protection (DEP), is responsible for the Stormwater BMP Inspection and Maintenance Program (SWIM), funded by the County's Water Quality Protection Charge. The SWIM is comprised of the Inspection Program and the Maintenance Program, which are charged with inspecting, maintaining, and repairing all stormwater management (SWM) best management practices (BMP) in the County (excepting in Rockville, Gaithersburg, and Takoma Park). The County is required to ensure that all SWM BMPs are inspected on a triennial basis in accordance with the conditions mandated in the County Code, the Municipal Separate Storm Sewer System (MS4) Permit, and state law.

The County requires the services of a qualified firm to perform mechanical dredging to remove accumulated sediment, debris, and trash from SWM ponds. The dredging projects will be fully permitted and performed according to an approved sediment control plan. The projects are intended to restore storage capacity of the SWM ponds. Projects completed under this solicitation will require the removal of an average of 1,000 cubic yards (CY) of sediment. The Contractor also must complete any plantings on the approved sediment control plan.

INTENT

The County intends to enter into a firm-fixed price, indefinite-quantity, unit-price Contract with a qualified firm to dredge existing SWM ponds throughout the County to restore the ponds' design capacity. The County will obtain sediment control permit and other permits as required.

The Contractor must provide qualified, experienced personnel trained in construction, sediment control, and mechanical dredging. The Contractor must be knowledgeable about the County's waste disposal requirements per the Code of Montgomery County regulations 19.00.01.07, Disposal Requirements

The County, at its sole discretion, may issue and award additional contracts for this work per workload demands.

The Contractor must have knowledge of and experience with the current laws, rules, and regulations of Montgomery County, as applicable to work assigned under this Contract. Such laws, rules and regulations include, but are not limited to, County, State, and Federal laws, codes, and regulations. The Contractor must strictly adhere to all applicable laws and regulations, and all terms and conditions of this Solicitation and the resulting Contract.

WORK STATEMENT/TYPES OF PROJECTS

The Contractor must provide all necessary management, site supervision, personnel, labor, tools, materials, equipment, and incidentals required. Travel, travel time, mileage, and all travel-related expenses will not be separately reimbursed.

The scope of a project will determine the selection from the Schedule of Unit Prices required to complete the work. Any items that are not listed in the Specifications and Schedule of Unit Prices with established unit prices are subject to Section 8000, Non-Pre-priced Items and Allowances, which may be added at the County's sole discretion.

The Schedule of Unit Prices is an estimate of annual quantities and is subject to change at the County's discretion based on actual need. The issuance of any work is contingent upon appropriation of annual funding.

The unit prices must be inclusive of all Contractor's costs. Payment will be made in accordance with Section 5, Compensation, Invoices, and Price Adjustments. Any non-pre-priced items in Section 8000 may be used only with prior written approval of the County. Confined Space Entry is considered incidental to all applicable bid items.

Sediment controls must be employed to prevent sediment from leaving the work site and entering streets, storm drains, waterways, private property, etc. Where listed in non-tidal permits, stream closure dates must be strictly adhered to, and vary depending on the location of the project. Stream closure dates in general are March 1 to June 15. Stormwater flow through work areas must be diverted so it remains clear after discharge from the work area. If pump-around measures are required, the pumping must not discharge sediment downstream. The Contractor must prevent damage to tree bark and roots by ensuring provision of tree protection and root pruning when appropriate.

1. GENERAL REQUIREMENTS AND PROCESSES

A. Process:

- a. All SWM structures in the County are inspected once every three years by a separate SWM Inspection Contractor ("Inspection Contractor"). These triennial inspections occur on a rotating basis through three distinct Regions. The other two Regions not in the triennial inspection year may undergo additional maintenance as determined by the County or as a result of residents' complaints.
- b. During triennial inspection, the Inspection Contractor performs a complete structural inspection of the facility. If the facility passes, no further action is taken. If the facility fails, the Inspection Contractor notifies DEP of the repairs needed.
- c. **General:** The Contractor must ensure the quality of work by employing qualified and experienced personnel who are trained in maintenance of SWM facilities. Within two weeks of contract execution, the Contract Awardee, at their own expense, must ensure that its employees, except office staff, hold a certificate of attendance awarded through a training program approved by DEP as required by the Code of Montgomery County Regulations 19.00.01.06.B, Qualifications of Maintenance Personnel. The Certificate of Attendance may be awarded through attending DEP's annual Stormwater Facility Maintenance Contractor Training Class, or by completing an on-line course and submitting an interim test. For more information, please see DEP's website here, under "Contractor Resources."
<https://www.montgomerycountymd.gov/water/stormwater/maintenance.html#ContractorResources>.
- d. The Contractor must provide all necessary management, administrative support, supervision, personnel, labor, tools, materials, and equipment for each of the unit prices bid. This is the only means of payment and must be inclusive of all Contractor costs.
- e. **Location:** Work must be performed at sites throughout the County. The Contractor must have the necessary equipment or technology to locate the facilities that it is required to service.
- f. Prior to initiation of work, the Contract Awardee must ensure that all affected employees have appropriate and current certifications for confined space work issued in accordance with 29 CFR 1910.146(g)(4) and must update the employee's training in accordance with 29 CFR 1910.146(g), Training, for the duration of the Contract.

B. Tools and Equipment:

1. All vehicles, tools, and equipment considered to be normal and customary to the industry and utilized in the performance of the work shall be furnished by the Contractor at no additional cost to the County. The equipment used must be of sufficient type, capacity, and quantity to safely and efficiently perform the work as required. The Contractor must maintain the safety and good operational capability of the equipment throughout the Contract period. The Contractor must obtain pre-approval from the Contract Administrator for any equipment rental.
2. All equipment is subject to inspection and approval by the Contract Administrator. Such approval may require on-site demonstration of the safety and capability of any proposed equipment.

2. METHOD OF ORDERING WORK

- A. The County will provide the Contractor with a permitted construction plan and a Request for a Proposal. The Contractor must provide a cost proposal using line items' unit prices. The cost proposal must include all necessary labor, material, and actions specified on the construction plan to complete the work.
- B. The Contractor must submit its cost proposal within 30 days of receiving the construction plan and the cost proposal request, unless otherwise required by the County. After approving the cost proposal, the County will issue a Purchase Order and a Notice to Proceed. The Contractor must not begin any work until it has received the Purchase Order and the Notice to Proceed.
- C. The County reserves the right to require a detailed cost analysis.
- D. Any work assigned before, but completed after, the effective termination date of the Contract, must be completed with all terms, conditions, scope of services and costs of the Contract in effect until the work is accepted by the Contract Administrator.

3. PRECONSTRUCTION AND PROGRESS MEETINGS

- A. Before the issuance of any work, the County will meet with the Contractor to review and discuss County policies and procedures that must be observed during the execution of the work.
- B. The County may require the Contractor's key staff to attend meetings. At the County's discretion, meetings may be held on-site, via conference call, via Teams or other virtual method, or at DEP Offices.
- C. The County will not pay additional compensation for travel, travel time, mileage, parking, or other travel-related expenses.

4. SPECIAL TERMS AND CONDITIONS

A. MONTGOMERY COUNTY PUBLIC SCHOOLS (MCPS)

At no additional cost to the County, the Contractor's employees that will work on MCPS properties must obtain criminal background checks (including fingerprinting), and ID badges as required by MCPS to conducting work on MCPS property. The Required Criminal Background Checks for Contractors packet "Contractors Obligation Packet" is available at

<http://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>. The Contractor must notify school staff upon arrival on-site.

B. HOA and Maryland National Capital Park and Planning Commission (M-NCPPC) Considerations

Public and pedestrian safety issues, as well as home-owner property rights and Homeowner Association by-laws, must be given priority attention. The Contractor must notify affected property owners, including M-NCPPC and MCPS, and the owners must acknowledge notification by email or phone at least one day prior to commencing any maintenance activity. The Contractor must protect asphalt trails, sidewalks, and grass paths etc., utilized for access or as haul roads during the work and these areas must be fully restored, as necessary, upon completion of the Work. See also Section C, Item 37, Protection of Existing Facilities (page 20).

C. CONTRACTOR'S RESPONSIBILITY FOR SITE/PROJECT SAFETY

1. The Contractor must perform the work in a safe and responsible manner to prevent damage, injury, or loss to individuals, and the environment. The Contractor must follow all Environmental, Health & Safety (EHS) precautions and programs related to day-to-day operations.
2. The Contractor must comply with all legal and County-specific reporting requirements relating to EHS set forth in the Contract Documents. The Contractor will immediately report orally, and in writing within two days, any injury, loss, damage, or accident arising from the work to the County's Representative and, to the extent mandated by legal requirements, to all government or quasi-government authorities (including the County's Division of Risk Management) having jurisdiction over safety-related matters involving the Stormwater Management Facility. The Contractor must immediately report to the County's Representative all non-incidental spills, and all other significant impacts to the environment (soil, water, air) in performance of the work. The Contractor must also immediately notify the County of the Contractor's failure to comply with State and Federal laws, rules, and regulations.
3. Contractor's responsibility for EHS under this Section is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibilities.

EHS Requirements and Coordination

4. Safety and protection of the environment, and of the public and the Contractor's staff, are of the utmost concern. Nothing contained herein relieves the Contractor from complying with all applicable standards and regulations found in 29 CFR Part 1926 (the OSHA Construction Standard) and/or 29 CFR Part 1910 (the OSHA General Industry Standard) as applicable, and the Maryland Occupational Safety & Health Administration (MOSH) the governing body in the State of Maryland, 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and COMCOR Chapter 19. Erosion, Sediment Control and Stormwater Management.
5. The Contractor must adhere to the safety requirements defined herein. The costs associated with the implementation of all requirements must be borne by the Contractor. Correction of any safety deficiencies must be remedied at no cost to the County.

6. The Contractor is expected to follow a work planning process that is acceptable to the County. The work planning process must be conducted and documented prior to the start of work. The work planning process follows these steps and is documented in the form of a Job Hazards Analysis (JHA):
 - Define the scope of the work.
 - Analyze hazards in a step by step fashion.
 - Develop and implement hazard controls and regulatory compliance.
 - Perform the work and monitor the effectiveness of the hazard controls.
 - Provide feedback to improve the process (e.g. routine workplace inspections, auditing compliance during work performance, job briefing postings, lessons learned, etc.).

A JHA, developed with the County, must be completed and reviewed with the individual(s) expected to participate in the task(s) prior to beginning a specified task. Copies of JHAs must be present at the work site and accessible to the individuals performing the tasks and to County representatives.

7. The Contractor must conduct a work planning meeting (e.g., tailgate/toolbox talk) including, when necessary, Subcontractor employees, prior to the beginning of work and at least monthly thereafter. The toolbox talk will include a review of hazards and potential regulatory issues and the review of applicable JHAs as applicable to the Work.
8. Contractor must provide all required Personal Protective Equipment (PPE) (hard hats, safety toe boots, safety glasses, etc.) unless otherwise stated by the County.
9. The Contractor must review with all Subcontractors safety requirements per project and must adopt a safety selection process consistent with requirements defined herein. In addition, the Contractor must ensure that its subcontractors follow all EHS requirements of the Contract including monitoring and enforcing compliance.
10. If the County perceives the Contractor has created, or is exposed to, an imminent danger or a non-compliance situation, the County will suspend work until safe conditions are re-established. Such stoppages will be at the expense of the Contractor and will not add time to the completion date of the work.
11. In the event of an incident/accident/fatality, the Contractor and County will conduct an investigation in accordance with the County's policies. The investigation will include preparing a written report summarizing the results of the investigation, corrective actions taken to prevent a reoccurrence, and any lessons learned. The County will facilitate the incident investigation with Contractor participation. Time and expense incurred by the Contractor performing an incident investigation will be at the Contractor's expense.
12. All chemicals to be used at the County's facility must be pre-approved by the County and Material Safety Data Sheets (MSDS) must be maintained by the Contractor.
13. The Contractor must assess whether its employees have the physical, mental, and emotional capacity to perform assigned tasks competently, and in a manner that does not threaten safety, health, or property, including participation in emergency procedures applicable to a work location.

5. COMPENSATION, INVOICES, AND PRICE ADJUSTMENTS

In addition to Section C (page 19), Item 22, Invoicing, and Item 34, Payments, the following conditions apply:

- A. Invoices and reporting deliverables due for the invoiced period as described must be submitted to DEP.Invoice@montgomerycountymd.gov.
- B. The Contractor must submit monthly invoices.
 - 1) Draft Invoicing: Within 30 days of work completion the Contractor must submit documentation and a draft invoice showing total cost for the work, including daily logs containing quantities of pre-priced and non-pre-priced labor and materials per the bid schedule, asset number, description, and total cost. The County will review all documentation within 15 days.
 - 2) Final Invoicing: Within 30 days of review of the draft invoice and final approval by the County of all submitted documentation for the work, the Contractor must submit one final written and signed invoice for all completed and accepted work. The Contractor's final invoice must cover work performed and approved non-pre-priced items only and must include all required documentation.
- C. The format used for submitting invoices must be approved by the County.
 - 1. The following information, at a minimum, must be included on each invoice:
 - Contract and Purchase Order numbers, and assignment numbers if applicable.
 - Unique, sequential invoice number of at least four characters.
 - Invoice date.
 - Time period covered by the invoice.
 - Name, telephone number, and e-mail of a contact person.
 - Signature of the Contractor certifying that the invoice is true and accurate.
 - Tracking showing Purchase Order balances of funds expended and funds remaining.
 - A statement certifying that all due deliverables and reporting requirements for that period have been submitted, and all conditions have been met.
- D. The County may review the Invoice and the Work at the Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Invoice and as required by this Contract.
- E. Price Adjustments
 - 1. Prices quoted are firm for a period of one year after execution of the Contract. Any request for a price adjustment after this one-year period is subject to the following:
 - a. Approval or rejection by the Director, Office of Procurement, or designee.
 - b. Submission in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request. A request for any price

- adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under this Contract.
- c. Submission within sixty (60) days prior to Contract expiration date, if the Contract is being amended.
 - d. The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV area by the United States Department of Labor, Bureau of Labor Statistics, for ALL ITEMS.
 - e. The County will approve only one price adjustment for each Contract term if a price adjustment is approved.
 - f. The price adjustment, including its effective date, must be incorporated into a written Contract amendment.
2. Price adjustments must be applied only to new work issued under this Contract after the effective date of the price adjustment.

6. REFERENCED STANDARDS AND SPECIFICATIONS-

The following specifications and standards, including addenda, amendments, and errata, form a part of this specification to the extent required by the references thereto. The list below is the most frequently used standards that referenced but others may be referenced in the standard specifications.

American Association of State Highway and Transportation Officials (AASHTO). Washington DC. Referenced as "AASHTO." www.transportation.org

American Concrete Institute (ACI), Farmington Hills, Michigan. Referenced as "ACI." www.concrete.org

- ACI-318 - "Building Code Requirements for Reinforced Concrete."
- ACI-350/350R - "Code Requirements for Environmental Engineering Concrete Structures and Commentary."
- ACI-522.1-13 - Specification for Pervious Concrete Pavement

ACI SP-66 (04) - "Detail and Detailing of Concrete Reinforcement-2004 Edition. This standard replaced ACI SP66-94 which replaced ACI 315-92.

American National Standards Institute (ANSI), Washington DC www.ansi.org

- A-300 - "American National Standard for Pruning," 2001. - Z-60.1 - "American Standard for Nursery Stock," 2001.

American Society of Testing and Materials International, Standards Worldwide. West Conshohocken, PA., Referenced as "ASTM." www.astm.org

Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice." Schaumburg, Illinois. Referenced as "CRSI" www.crsi.org

- CRSI "Manual of Standard Practice," 27th edition.

- CRSI “Placing Reinforcing Bars,” 8th edition,

Maryland Department of the Environment (MDE), Water Management Administration in association with Soil Conservation Service and State Soil Conservation Committee, “2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control.” Baltimore, Maryland. Reference as “MDE Specifications for Soil Erosion and Sediment Control.” www.mde.state.md.us

Maryland Department of Environment, Water Resources Administration, “Maryland’s Guidelines to Waterway Construction,” Baltimore, Maryland. November 2000 revision. Referenced as “MDE Construction Guidelines.” www.mdot.state.md.us

Maryland Department of Transportation (MDOT), State Highway Administration (MSHA), Hanover, Maryland. Referenced as “MSHA.” <https://roads.maryland.gov/pages/home.aspx> As revised on MSHA website. Referenced as “MSHA.”

- “Book of Standards for Highway and Incidental Structures,” Referenced as “MSHA Standard Details.”
- “Standard Specifications for Construction and Materials,” July 2008. Referenced as “MSHA Standard Specifications” or “MSHA.”

Montgomery County Department of Transportation (MCDOT), Rockville, Maryland.
www.montgomerycountymd.gov

- “Design Standards,” on-line.
<https://www.montgomerycountymd.gov/dotdte/common/standards.html>
- “Montgomery County Road Construction Code and Standard Specifications,” 1975.
- “Work Zone Traffic Control Standards,” January 2002.

Montgomery County Government, Noise Control Ordinance. Rockville, Maryland.
<https://www.montgomerycountymd.gov/DEP/contact/noise.html>

National Arborist Association, “Pruning Standards for Shade Trees.” www.natlarb.com

NSF International, “NSF/ANSI Standard 61” (NSF 61). Ann Arbor, Michigan.
https://d2evkimvhatqav.cloudfront.net/documents/NSF-ANSI_61_watermarked.pdf?v=1594929800

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3. American Concrete Institute, “Code Requirements for Environmental Engineering Concrete Structures,” ACI 350/350R-01
4. Detail and Detailing of Concrete Reinforcement ACI 325-92
5. MSHA “Standard Specifications for Construction and Materials,” 2008, as amended to date, Sections 420, 421, 902, 908, 909, 911, 913, 915, 917, and 921.
6. American Society for Testing Materials (ASTM)
 - a. ASTM: A-82, A-185, A-615
7. CRSI: Manual of Standard Practice and Recommended Practice for Placing Reinforcing Bars.
8. AASHTO: Standard Specification for Highway Bridges.

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SPECIFICATIONS

(*See Schedule of Unit Prices for estimated quantities.)

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DIVISION 1000: PIPING AND DRAINAGE

This section includes the requirements to repair or maintain stormwater drainage and piping systems in place as directed by the County.

SECTION 1001, REINFORCED CONCRETE PIPE AND END SECTION

- Line Item 1001-01: 12-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-02: 12-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-03: 15-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-04: 15-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-05: 18-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-06: 18-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-07: 21-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-08: 21-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-09: 24-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-10: 24-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-11: 27-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-12: 27-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-13: 30-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-14: 30-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-15: 36-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-16: 36-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-17: 42-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-18: 42-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-19: 48-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-20: 48-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-21: 54-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-22: 54-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-23: 60-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-24: 60-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-25: 66-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-26: 66-Inch Reinforced Concrete Pipe End Section (EA)
- Line Item 1001-27: 72-Inch Reinforced Concrete Pipe (LF)
- Line Item 1001-28: 72-Inch Reinforced Concrete Pipe End Section (EA)

Description and Materials: This Section covers installation of new pipe. Reinforced concrete pipes (RCP) used as primary spillways for SWM facilities must be watertight and meet ASTM C-361 Standards. These pipes must have bell and spigot joints with O-ring rubber gaskets. RCP associated with storm drains must meet the applicable MSHA Standard Specifications provided in Section 905. End Sections must conform to MSHA 305.

Execution: Repair or maintain must be in accordance with MSHA Standard Specifications Section 303 and 305. Pipe installation in dam embankments must meet the manufacturer's recommendation and NRCS MD-378 requirements and must be laid in concrete cradle. Mechanical pipe pullers or come-along devices must be utilized to bring the pipe joins into the home position.

Payment: Payment per units provided in the Schedule of Unit Prices will be full compensation for provision of the pipe and end section, fittings and gaskets, transportation, assembly, labor, equipment, storage, tools, equipment mats/pads, and all incidentals necessary to install the pipe. Excavation, bedding, backfill, concrete cradle, associated cast in place or prefabricated structures will be paid under appropriate line items. Removal of the old pipe will be paid for under Line Item 3003-02.

SECTION 1002, CORRUGATED METAL PIPE AND PIPE END SECTION

- Line Item 1002-01: ≤12-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-02: ≤12-Inch Pipe End Section (EA)
- Line Item 1002-03: 15-Inch - 24-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-04: 15-Inch - 24-Inch Pipe End Section (EA)
- Line Item 1002-05: 30-Inch - 42-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-06: 30-Inch - 42-Inch Pipe End Section (EA)
- Line Item 1002-07: 48-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-08: 48-Inch Pipe End Section (EA)
- Line Item 1002-09: 54-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-10: 54-Inch Pipe End Section (EA)
- Line Item 1002-11: 60-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-12: 60-Inch Pipe End Section (EA)
- Line Item 1002-13: 66-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-14: 66-Inch Pipe End Section (EA)
- Line Item 1002-15: 72-Inch Corrugated Metal Pipe (LF)
- Line Item 1002-16: 72-Inch Pipe End Section (EA)

Description and Materials: Corrugated Metal Pipe (CMP) used in conveyance piping systems, mini risers or other SWM facilities. CMP and end section must meet the requirements of MSHA Standard Specifications under the appropriate Line Item. Pipe ends must be matched and numbered by the manufacturer. Connecting bands must be corrugated, and sleeve gaskets must be used. All pipe connections must be watertight and utilize 24-inch-wide connecting band and 24-inch flat neoprene or rubber sleeve gasket with four rods and lugs and must conform to requirements of AASHTO M-245 and M-246. This Section does not cover provisions and installation of the CMP anti-vortex device on top of mini riser which is covered under the appropriate Line Item.

Coupling bands, end sections, etc., must be composed of the same material as the pipe. Metals must be insulated from dissimilar materials with use of rubber or plastic insulating materials at least 24 mills in thickness. Aluminum surfaces that are to be in contact with concrete shall be painted with one coat of zinc chromate primer or two coats of asphalt. Any aluminum coating damaged or removed shall be replaced with cold applied bituminous coating compound.

Execution: Pipe and end section must conform with the MSHA 303 and per the standard Plans.

Payment: Payment per units provided in the Schedule of Unit Prices will be full compensation for provision of pipe and pipe end section, transportation/delivery of the pipe, fittings, connecting bands, gaskets, elbows, labor, equipment, storage, tools, equipment mats/pads, and incidentals necessary to install the pipe and the end section. Excavation, bedding, backfill, and associated concrete structures, will be paid under appropriate Line Items. Removal of the old pipe will be paid for under the appropriate Line Item.

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DIVISION 2000: STRUCTURES AND RELATED ITEMS

SECTION 2001, CONCRETE

Line Item 2001-01: Un-reinforced Concrete (CY)

Description and Materials: Unreinforced non-structural concrete may be formed or unformed and is used in repair or maintenance of pipe cradles, concrete collars, mud slabs etc., as directed by the County. Non-structural concrete must meet all requirements for MSHA mix #3 (minimum compressive strength of 3,500 psi at 28 days) as provided per MSHA section 420 and related sections. Bag-mixed material is typically available at building supply outlets, e.g., Sakrete high-strength concrete mix meeting ASTM standard C-387 and is mixed on-site for small repairs.

Payment: The payment per the Schedule of Unit Prices will be full compensation for all material, labor, equipment, tools, forms, delivery and incidentals necessary to complete the work.

SECTION 2002, METAL STRUCTURE

Line Item 2002-01: Miscellaneous Metal structures (TON)

DESCRIPTION:

Comply with Subsection 430.01 of MSHA unless noted otherwise on Contract Documents.

Work includes fabricating, furnishing, galvanizing and installing ladders, access hatches and trash-racks in riser structures, orifice plates, and other miscellaneous metal items, and all accessories as shown on plan or as required by site need.

MATERIALS:

Comply with Subsection 430.02 of MSHA unless noted otherwise on Contract Documents. Unless stated otherwise; all steel must meet the requirements of ASTM A-36 and be galvanized in accordance with ASTM A-153 and fabricated as shown in the Contract Documents. All components of the trash rack must be fully welded as one-piece and galvanized after fabrication. Orifice plates shall be stainless steel.

CONSTRUCTION:

Comply with Subsection 430.03 of MSHA unless noted otherwise on Contract Documents. Codes, Regulations, Reference Standards and Specifications:

- OSHA Regulations (ladders for riser structures and railings)
- MSHA Standard Specifications Sections 430 and 461
- WSSC Standard Specifications Section 05500

Bolts and Expansion Bolt Materials: Expansion anchor bolts used for anchoring the ladders, hatches, security bars and plates to existing concrete structure must be "Kwik-Bolt" as manufactured by Hilti, Inc., or equivalent as approved by the Owner. All bolts or expansion bolts must be A304 stainless steel.

Bar type trash rack MUST include trash racks made of smooth steel bars welded to steel frame. Ladders and Handrails for Riser Structures must be fabricated according to details on the as built drawings and must be erected plumb. Ladder rungs must be spaced at 12" maximum on centers, unless noted otherwise. Orifice plates must be 1/4" thick and made of galvanized or stainless steel. Apply a bead of silicon around perimeter of plate and around all bolt holes.

MEASUREMENT AND PAYMENT:

The payment will be full compensation for all material, labor, equipment, tools, maintenance, and incidentals necessary to complete the work as specified.

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DIVISION 3000: EARTHWORK

General Description: Work consists of all labor, materials, equipment, dewatering, sheeting and shoring, and services necessary for and incidental to the execution and completion of Earthwork, as indicated on the plans or as directed by the County. The extent of excavation, filling and grading is shown on the plans or as directed by the County. Preparation of subgrade for slabs and pavements is part of this work. Backfilling around facilities such as structures, curbs, pavements etc., is included as part of this work. All borrow sites and off-site disposal sites utilized by the Contractor to perform work under this Contract must have all necessary State and County permits. The Contractor will be required to identify these sites prior to starting work on any individual work order and provide a copy of appropriate permit(s).

Existing Utilities:

1. Notify "Miss Utility" 48 hours prior to performing earthwork by calling 1-800-257-7777. Refer to Miss Utility web site <http://www.missutility.net/maryland/> for additional requirements. Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. The Contractor will be responsible for the repair of any damage to utilities shown on the plans or identified in the field.
2. Should piping or other utilities be encountered during excavation, consult the County immediately for directions as to procedures. Cooperate with the County and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
3. Do not interrupt existing utilities serving occupied facilities, except when permitted in writing by County, and then only after acceptable temporary utility services have been provided.

General Execution Requirements:

1. Safety: Provide protective measures necessary for the safety of workmen, the public and adjacent property. Prevent cave-ins, collapse of walls, structures and slopes, both on and adjacent to the site.
2. Standards: Comply with regulations of local authorities having jurisdiction, including all applicable OSHA requirements.

SECTION 3001, SPECIALIZED EARTHWORK-RELATED SERVICES

Line Item 3001-01: Construction Stakeout (CREW-HR)

Description: This work consists of furnishing and/or placing repair or maintenance layout stakes provided by a licensed surveyor and crew currently registered in the State of Maryland.

Note: Apart from the Line Items listed below to be provided by a licensed surveyor, the Contractor must provide repair or maintenance stakeout as incidental to all related pay items. The Contractor must use competent personnel and appropriate equipment for all work required to set and maintain the elevations and dimensions as specified in the Plans. This stakeout must be installed to the satisfaction of all appropriate permit inspectors before any operation commences. If any discrepancies between plan and field conditions are found, the Contractor must resolve any needed field adjustments with the County before starting repair or maintenance. Where grading is required, sections may be surveyed for cut sheets to be used as a basis for payment.

Materials: The surveyor must use marker materials that can be maintained by the Contractor during the course of repair or maintenance.

Execution: The Contractor must have the surveyor provide the following:

1. Baseline Stakeout.
 - a. A licensed surveyor must stakeout all repair or maintenance baselines with the maximum spacing of stations (stakes, nails, crosses, etc.) of 100 feet.
2. Site Stakeout.
 - a. Right-of-Way and Easement Lines: Where required by the County, the Contractor must have a surveyor define only right-of-way and easement lines of the project for adjacent property owners.
 - b. Unusual Installations: As required by the County, a surveyed stake out of any alignment centerlines (e.g., embankments) or structure locations.
3. Control Markers: The Contractor must be responsible for preserving the center line and benchmarks set by the surveyor. When the center line and benchmarks are disturbed or destroyed, they must be replaced by the Contractor at no additional cost to the County.
4. Control Stake: For repair or maintenance baselines, the surveyor must furnish and set stakes at each station as shown on the Plans or offset along one side of the project as site conditions require and per the County's approval. As applicable, each of these stakes must be marked with its offset distance from the center line along with key reference elevation(s) needed for proper repair or maintenance. Maintenance of surveyor stakes and additional stakes needed for the horizontal and vertical controls necessary for the correct layout of the work must be provided by the Contractor at no additional cost to the County.
5. Utilities: When applicable, furnish to the utility companies or agencies working within the limits of the project, reference information related to control points, alignment and grade data. These must be furnished promptly upon request, so that the utility companies may properly locate and coordinate their work related to the project.

Payment: Repair or maintenance Stakeout by a licensed surveyor will be measured and paid at the Contract unit price shown on the Schedule of Unit Prices under the following conditions:

1. Payment must be made for parties consisting of a minimum of 3 persons.
2. Payment will be made for the actual work time on site. Travel time and off-site preparation time will not be measured for payment.

The payment will be full compensation for furnishing, placing and maintaining the required repair or maintenance stakeouts by a licensed surveyor. Crew costs will cover transportation, and all material, labor, equipment, tools, traffic flagging, and incidentals necessary to complete the work. All other repair or maintenance stakeout, flagging of clearing limits, tree protection area etc., will be incidental to the project.

SECTION 3002, CERTIFIED GEOTECHNICAL SERVICES

Line Item 3002-01: Soil Compaction Testing (HR)

Line Item 3002-02: Material Laboratory Testing (SAMPLE)

Description, Materials and Execution: The Certified Geotechnical Engineering services as pertaining to the Contract may be required to determine allowable soil bearing pressure, concrete material testing, etc. The Geotechnical Services must be approved by the County prior to commencement of work. At the County's request a geotechnical report will be produced and provided as part of repair or maintenance records. The Contractor will be required to provide compaction and geotechnical analysis of fill material placed under this Contract. These Line Items require the services of a Certified Geotechnical Engineer registered in the State of Maryland as well as the technical staff under the supervision of the Certified Geotechnical Engineer conducting soil and concrete tests as requested by the County.

Payment: Payment per unit on the Schedule of Unit Prices will be in addition to the costs of placing compacted fill material, or concrete testing. Costs for this Line Item will include all labor, materials, equipment, transportation, field and laboratory analyses, and incidentals needed to complete the testing and inspection of the work.

SECTION 3003, SITE PREPARATION

Line Item 3003-01: Clearing and Grubbing, Including Trees <6 inches in Diameter and Disposal of Rubbish (1000 SF)

Description: This work consists of clearing and grubbing within the limits specified on the Plans. Clearing within the repair or maintenance area includes removing and disposing of all trees, brush, shrubs, vegetation, rotten wood, rubbish, fences and items not specified in the Plans for removal, disposal, and trimming of tree limbs that interfere with access of the work. Grubbing is defined as removing from the ground and disposing of all stumps, roots, stubs, brush and debris. Limits of clearing and grubbing include the repair or maintenance area within limits of disturbance or as directed by the County.

Execution:

1. Erosion and sediment control measures and tree protection devices must be in place prior to mass clearing and grubbing operations.
2. Clearing:
 - a. The Contractor must mark the clearing limits including any trees, shrubbery and plants that are to be cleared. The County must review and approve the clearing limits. The Contractor must protect the marked items from any damage. Branches of trees overhanging and interfering with the project must not be cut without the County's prior approval. All trimming must be done under the supervision of a tree expert furnished by the Contractor and licensed by the State of Maryland, including trimming of trees by the Contractor for any other reason. Trimming, repair of cuts and scars must be properly bandaged.
3. Grubbing:
 - a. All imbedded stumps and roots must be removed to a depth of not less than 3 feet (0.9m) below the subgrade or slope surfaces. Depressions made below the subgrade or slope

surfaces by removal of stumps must be refilled with materials suitable for repair or maintenance.

- b. In the area of a dam embankment, all imbedded stumps and roots must be completely removed on the embankment or beneath the embankment subgrade. Depressions made below the subgrade or embankment surfaces by removal of stumps must be refilled with materials suitable for dam embankment repair or maintenance and compacted in accordance with NRCS MD-378 requirements. The embankment material must be overlaid with 6 inches of topsoil, seeded, and mulched. The final grade must match the adjacent grades.

4. Disposal:

- a. Unless designated for reuse on the project plans, material and debris collected as a result of the clearing and grubbing operation must become the property of the Contractor and disposed of in accordance with the local and state regulations. No burning will be permitted within the repair or maintenance areas or on County properties. Disposal of wood to the general public can be made so long as the wood piles do not interfere with the project work.

Payment: The payment per unit on the Schedule of Unit Prices for clearing and grubbing must be full payment for all labor, tree and stump removal, materials, equipment, hauling and disposal costs and incidentals needed to conduct clearing and grubbing operation. Removal of trees that are greater than 10 inches in diameter encountered as part of Clearing and Grubbing will be paid separately under appropriate Line Items.

Line Item 3003-02: Miscellaneous Material Collection, Removal and Disposal (TON)

Description and Execution: This Line Item is for the collection, removal and off-site disposal of all designated waste materials, which may include but is not limited to concrete, asphalt, pipe, fence, valves, woody debris (material not resulted from clearing and grubbing), and Miscellaneous Metal Debris etc. (if disposal is not included under individual Line Items). The work may include some breaking up and demolition.

Material and debris collected as a result of the removal operation must become the property of the Contractor and disposed of in accordance with local and state regulations. No burning will be permitted within the work area or on County properties.

The Contractor may be required to submit a report to the Department of Environmental Protection any time the waste materials resulting from repair or maintenance of a stormwater facility have been disposed of off-site. When required, the report must be submitted within 24 hours after disposing the materials, and include the following information along with a copy of the receipt from the disposal facility where the materials are deposited:

1. Date the material was removed;
2. Name, address, and phone number of the person transporting the materials;
3. Types of structures and location from which the materials were removed;
4. Amount and types of waste materials removed;
5. Location of the facility to which the materials were delivered for disposal

Note: Certain herbaceous materials such as cattails, grass or weeds may be disposed on site in designated areas as directed by the County. However, invasive vegetation must be placed in closed

trash bags and disposed of as regular trash. Refer to Maryland Department of Natural Resources web site for invasive plant information.

Payment: Payment will be made at the unit price. Material and debris collected as a result of the removal and disposal operation shall become the property of the Contractor and disposed of in accordance with local and state regulations. The unit price will be full compensation for removal and off-site disposal of materials, labor, equipment, storage, tools, hauling, costs, disposal fees and incidentals needed to remove the designated materials. Provide disposal tickets showing weight of material.

SECTION 3004, EXCAVATION OF SEDIMENT FROM POND BOTTOM (DREDGING AND DISPOSAL)

Line Item 3004-01: Excavation of Sediment Up To 500 CY (CY)

Line Item 3004-02: Excavation of Sediment Greater Than 500 CY (CY)

Description: This Work consists of the excavation, and stockpiling if required, of sediment from pond bottom. All sediment identified as such from the pond bottom must be disposed of off-site.

Execution: This work assumes mechanical excavation and removal of accumulated sediment from the bottom of existing ponds. Unless noted otherwise, excavation of sediment from the pond bottom must conform to the requirements of MSHA Section 201. Dewatering of the excavated area and dredged material is required as part of the excavation. Temporary stockpiling of sediment on site for the purpose of drying prior to loading on a truck for removal is permitted in designated areas. Sediment must be sufficiently dewatered to meet the disposal facility's water content criteria and all applicable highway transport requirements. The volume of dredged material will be calculated from the Plans, bathymetric surveys and/or field measured as determined by the County. Excavation of sediment from the pond is measured from the sediment level at the start of the operation down to native soil. The County, through the Consultant Engineer, shall perform topographic surveys to measure quantities of excavated sediment. The Contractor must coordinate this work with the County's Consultant Engineer. In particular, the Contractor must coordinate to have excavation limits surveyed at the end of all sediment removal prior to excavation of native soil. Temporary stockpiling of spoil material on site for the purpose of drying and loading on truck is considered incidental to this Line Item.

Transporting of sediment on public road for off-site disposal must be accomplished by use of a sealed or lined tandem truck and is considered incidental to the Line Item. The sediment disposal must be at an approved permitted site. The Contractor will be required to obtain and furnish a copy of sediment control permit for the disposal site to the County prior to commencing the project. In addition, the Contractor will be required to submit a report to the Department of Environmental Protection any time the waste materials resulting from repair or maintenance of a stormwater facility have been disposed of off-site. The report must be submitted within 24 hours after disposing of the materials and include the following information along with a copy of the receipt from the disposal facility where the materials are deposited:

1. Location from which the materials were removed;
2. Location of the facility to which the materials were delivered for disposal.
3. Date the material was removed and transported to the disposal site;
4. Quantity of waste materials removed;
5. Name, address, and phone number of the person transporting the materials;
6. Receipt from a disposal site for any fee paid by the Contractor.

Payment: The payment for this Line Item will be full compensation for all excavation, stockpile, dewatering and loading on truck, transporting sediment to disposal site, including labor, equipment, tools, equipment mats/pads, and incidentals necessary to complete the work. Stream diversion, sediment control, and stabilization associated with this Line Item will be paid under appropriate Line Items elsewhere.

Line Item 3004-04: DISPOSAL OF SEDIMENT (TON)

DESCRIPTION: This work consists of the costs associated with the disposal of sediment excavated from the pond.

Execution: The disposal system process will be subject to Owner approval prior to the start of construction. This item is for the costs associated with the disposal at the Owner-approved, permitted disposal site. The County has identified several facilities that possess the permits to receive the dredged material based on the material characteristics. Facilities may be added or removed from this list of approved facilities at the County's discretion. It is the Contractor's responsibility to confirm that the listed placement sites hold current permits for the placement of dredged materials and can receive the materials to accommodate the project schedule. Alternate placement facilities selected by the Contractor will be subject to approval by the County, and may require approval or permit amendments by Federal, state, and local regulatory agencies. If the Contractor selects an alternate site that has not been previously approved by the County, a copy of the current permit for the disposal facility must be provided as part of the approval process. Additional approvals or permit amendments may be required by Federal, state, and local regulatory agencies. The Contractor will be responsible for all amendments to the permits and cost associated herewith. The County conducted testing of the sediments to be removed at the job site to screen for potential contaminants and will provide the results for informational purposes. These results may be shared with alternative disposal sites to determine if the dredged material can be accepted. Any additional testing and associated cost for testing required by disposal sites are the responsibility of the Contractor.

Identified placement facilities with appropriate permits include:

Clean Earth	Clean Earth	Clean Earth
Upper Marlboro	Hagerstown	Brandywine
6250 Dower House Road	1469 Oak Ridge Place	16301 Gardner Road
Upper Marlboro, MD 20772	Hagerstown, MD 21740	Waldorf, MD 20601
301-599-0939	301-791-6220	240-389-6394
877-445-3478	877-445-3478	877-445-3478

MEASUREMENT AND PAYMENT:

Payment for this line item will be paid for at the face value of the dumping fee receipt tickets from the Owner-approved disposal site. The Contractor must provide disposal tickets within 3 days of receiving the tickets indicating that all removed dredged material was taken to the approved disposal facility. The Contractor is responsible for coordinating dumping fees with its selected disposal site; there will be no additional compensation for any revision in dumping fees.

Line Item 3004-06: Lime Stabilization (LB)

Description: This Line Item provides for lime application to treat and temporarily modify soils for the purpose of speeding up the drying process to be used primarily for dredging projects. Use of lime must be preapproved by the County.

Materials and Execution: Lime used for soil treatment is high calcium oxide, Quicklime, in pebble form containing no more than 5% magnesium oxide or hydroxide. The material must meet AASHTO M216 Lime for Soil Stabilization. Quicklime must be evenly spread over and mixed with the soil for best results.

Payment: The payment per unit on the Schedule of Unit Prices will be full compensation for all materials, spreading and mixing, equipment, labor required to perform the work.

SECTION 3005, EXCAVATION

Line Item 3005-01: Excavated Earth for Reuse on Site as Fill (CY)

Line Item 3005-02: Excavated Earth Hauled Offsite for Disposal (CY)

Line Item 3005-03: Vertical Excavation Requiring Bracing (CY)

Description and Materials: This Section covers mechanical excavation and handling of any soil material including all types of filter media. These Line Items do not include excavation of rock, or pond dredge material. Excavation will be measured as the difference between an existing and the As-built grades (e.g., cut) as directed by the County. Earth excavated for reuse as fill on site must include establishing and managing separate stockpiles, and general soil regrading as required by the Plans, County, or Permit Inspectors. All excavation of excess sediment deposited on rip rap outfalls/in-falls and scraped off for removal will also be paid under this Line Item.

Referenced Standards:

1. American Association of State Highway and Transportation Officials (AASHTO)
2. American Society for Testing and Materials (ASTM)
3. Maryland Department of Transportation, State Highway Administration "Standard Specifications for Construction and Materials" (MSHA), July 2008.
4. American National Standard for Pruning, ANSI A-300-2001, or most recent version
5. Montgomery County Standard specifications hereinafter referred to as MCDOT.

Stockpile management:

1. Stockpile excavated material suitable for backfill or fill where directed. Place, grade and shape stockpiles for proper drainage.
2. Locate and retain soil materials away from edge of excavations.
3. Dispose of excess and or unsatisfactory waste materials as specified herein.
4. Temporally stabilize or cover the stockpile as required.

Execution:

1. Mechanical Excavation consists of cutting, removing, stockpiling, and grading of material encountered when establishing required grade elevations. Salvaging, stockpiling, and placing

topsoil must be in accordance with MSHA Standard Specifications Section 701, and is incidental to excavation.

2. Dewatering of the excavation area is incidental to the excavation. Pump-around or stream diversion will be paid under the appropriate Line Items. Excavation will conform to the requirements of MSHA Section 201.
3. Excavation that extends beyond the bottom elevations or horizontal limits of any predetermined work area without the direction of the County is considered unauthorized excavation. All resulting remedial work such as backfilling and compacting with earth or gravel, lean concrete fill or any other material to bring elevations to grade as specified and to the satisfaction of the County, must be carried out at the Contractor's expense.
4. The County will pay for additional excavation if unsuitable bearing materials are encountered at required elevations. All additional excavations are to be authorized by the County for both deeper excavation and placement of suitable material.
5. All areas to be paved will be proof-rolled at sub-grade in the presence of the County. If deemed necessary, soils below sub-grade will be undercut and replaced as described below. At the end of each day undercutting is performed, the Contractor must certify, in writing, the quantity, in cubic yards, of undercutting performed in agreement with the County.
6. Stability of Excavations: Sloped sides of excavations must comply with all appropriate codes and ordinances. Shore and brace the excavation where sloping is not possible because of space restrictions or stability of materials excavated.

Payment: Payment per unit on the Schedule of Unit Prices will be full compensation for all excavation to be either reused on site or hauled off site for disposal. Each Line Item will include excavation, temporary stockpiles, any necessary dewatering, and preparation of final grade for stabilization, materials, labor, equipment, tools, equipment mats/pads, and incidentals necessary to complete the work. In addition, all shoring and bracing is incidental to the excavation.

Line Item 3005-07: Test Pit Excavation, Test Pits ≤4 feet deep (CY)

Line Item 3005-08: Test Pit Excavation, Test Pits >4 feet deep (CY)

Description and Materials: The Contractor is responsible for determining the location of underground structures such as pipes, and utilities by use of test pit excavation prior to equipment excavation.

These Line Items apply to hand excavation and backfilling for test pits to determine the location and elevation of utilities and other underground facilities as directed by the County. If appropriate, the County may approve the use of pot-holing equipment to dig the test pits. Test pits shall be of the size and depth as authorized by the County.

Execution: Work must be in accordance with MSHA Section 205 Test Pit Excavation. All test pits must be backfilled with compacted soil and restored to the original site grades unless otherwise directed by the County.

Payment: Payment per unit on the Schedule of Unit Prices will be full compensation for all labor, equipment, as-needed shoring and bracing, materials, tools, equipment mats/pads, and incidentals needed to complete the excavation and backfilling of authorized work. Surface repair (e.g., seeding, patching pavement, etc.) will be paid separately under the appropriate Line Items.

SECTION 3006, PLACEMENT OF FILL MATERIAL

Line Item 3006-01: Clean Earth Fill Off-Site (CY)

Line Item 3006-02: Clean Earth Fill On-Site (CY)

Line Item 3006-03: Clay Backfill for Core Trench and Clay Liner (CY)

Line Item 3006-04: Dam Embankment Fill (CY)

Description: Fill will be measured as all material described below placed above an existing or interim grade required by the Plans or the County.

Execution: Repair or maintenance will be in accordance with MSHA Section 204 for embankment and subgrade fills, MSHA Section 201.03 for local grading fills, and 210.03 for tamped fills. Fill materials will be placed in maximum lifts of 8 inches (before compaction) unless specified otherwise in the plans. All fill for dam embankments will be in accordance with NRCS MD-378. Compaction of fill materials will be to 95% of the laboratory density as determined by AASHTO method T-99 (Standard Proctor) unless specified otherwise in the Plans. Backfill adjacent to pipes and structures associated with pond embankments must be of the type and quality conforming to that for adjoining fill and must be compacted by hand tampers. The fill material must fill completely all voids under and adjacent to pipes and structures. Under no circumstances must the equipment be driven over any part of concrete structure or pipe unless there is compacted fill of 24 inches or more over the structure or pipe. Replacement of any stockpiled topsoil is incidental to filling.

Test Report Submittals:

Where the plans specify that an area is to provide a subgrade to an embankment, pavement or structure, submit two copies of the following reports directly to the County from the testing service. Reports will be submitted at least every two weeks.

1. Verification of each footing subgrade.
2. Field density test reports.
3. One optimum moisture-maximum density curve for each type of soil encountered.
4. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

Minimum Requirements:

1. Cohesionless materials must be classified in accordance with AASHTO guidelines as either A-3 (sand) or A-2 (sand and fines), and the minimum dry unit weight must not be less than 110 PCF maximum dry density as determined by ASTM D-698 or ASTM D-2049.
2. Cohesive materials must be classified in accordance with AASHTO guidelines as A-4 (silt), A-5 (silt), A-6 (clay) or A-7 (clay).
3. Clean Fill: Satisfactory soil materials approved by the County and free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, organic and other deleterious matter.
4. Clay Backfill for Core Trench and Clay Liner: Cohesive materials for core trenches and dam embankments must comply with NRCS MD-378, and must conform to Unified Soil Classification GC, SC, CH or CL and must have at least 30% passing the #200 sieve. The material must be free of roots, stumps, wood, rubbish, stones greater than 2 inches, frozen

or other objectionable materials, and a minimum dry unit weight not less than 105 PCF maximum dry density as determined by ASTM D-698.

An Impervious core shall be extended up to 10-year water surface elevation as specified in the Plans. The top of clay core must be level and a minimum of 4 feet wide with side slopes no steeper than 1:1. The impervious backfill material must be placed in layers not exceeding 8 inches (before compaction) depth over the entire length of the fill. The minimum required density shall not be less than 95% of maximum dry density with moisture content within plus or minus 2% as specified in AASHTO Method T-99 (Standard Proctor). Place the impervious core material concurrently with the outer shell of the embankment.

5. Dam Embankment Fill: Fill material will conform to MSHA Section 916. All materials provided for the dam embankment must also conform to the requirements listed in NRCS MD-378. The Contractor is responsible for the proper care of excavated material used as dam embankment material including protection against contamination, moisture and other undesirable effects.
6. Unpaved areas: Areas on which fill is to be placed must be stripped of all topsoil and then scarified prior to placement of fill. Fill material must be placed in 8 inches (maximum thickness before compaction) layers to be continuous and horizontal over the entire length of fill. Each layer of fill (cohesive soils) must be compacted by a power roller approved by the County.
7. For structural compaction, compaction must be carried out at optimum moisture content to a dry density of 95% of the maximum density (standard Proctor density per ASTM D-698 and AASHTO method T-99).
8. Unacceptable areas identified by the County during proof-rolling will be undercut and backfilled.
 - a. Appropriate proof-rolling and compaction equipment must meet the ASTM requirements. Payment for undercutting and backfilling to eliminate soft spots must be made in accordance with the Contract provisions affecting the work.
 - b. Paved surfaces and slab backfill: compact after proof-rolling and each layer of backfill or fill materials to 95% maximum dry density.
 - c. Footings and Foundations: When permitted to be placed by the Owner, select fill under footings and foundations must be compacted to not less than 95% maximum density.
 - d. Walkways: Compact top 6 inches of sub-grade and each layer of backfill or fill material at 95% maximum density for cohesionless soil material.
 - e. Pavements: Compact top 12 inches of sub-grade and each layer of backfill or fill material at 95% maximum density for cohesionless and cohesive soil material.
 - f. Moisture Control: The soils used in fill and backfill must be moistened or aerated to within 2% of the optimum at no additional cost to the County. Where the soil layer is too dry, the Contractor must apply water uniformly using approved equipment to increase the moisture content to within 2% of the optimum. Where the soil layer is too wet, the Contractor must dry the soils by plowing or discing to aerate the soil and reduce the moisture content to within 2% of the optimum.

Payment: Payment per unit on the Schedule of Unit Prices for all fill materials will be full payment for providing fill material, hauling/delivery, labor, tools, equipment, compaction, coordinating geotechnical testing, and all incidentals necessary to complete the work.

Line Item 3006-05: Flowable Fill (CY)

Description: Flowable Fill is fly ash based flowable material and is used to backfill excavated trenches around pipes or structures in dam embankments and other areas. Flowable Fill is a structural backfill and is used in lieu of compacted soil. Compaction is not required. Cure Flowable Fill for at least 24 hours before placing backfill or paving. The fill material must meet the requirements of NRCS MD-378 as modified. The mix must have a 28-day, unconfined compressive strength of 200 psi minimum, and must be certified by the manufacturer. When backfilling around concrete pipe(s) the material used must be placed at least up to the spring line level of the pipe. The CMP or PVC pipe must be backfilled at least to a level 1 foot above the top of pipe. The rate and staging of the pours must be considered to prevent floatation of the pipe. Placement of Flowable Fill must be in accordance with MSHA Specifications Section 313.

Payment: Payment per unit on the Schedule of Unit Prices will be full payment to backfill excavated trench with flowable fill.

SECTION 3007, RIPRAP, RIVER ROCK, GABION.

General Description: This section includes the requirements for provision and installation of riprap and gabion baskets filled with stone for the purpose of erosion protection, channel overflow spillway lining in accordance with the As-builts or as directed by the County. River Rock (Cobble) is used in inlets and other areas of vegetated stormwater practices.

Execution:

1. Excavation for riprap and gabions must conform to the lines and grades specified in the As built or as directed by the County. The sub-grade must be smooth and firm, free from protruding objects that would damage the geotextile.
2. Geotextile: The geotextile must be placed on the prepared sub-grade with the adjacent edges overlapping a minimum of 2 feet (0.6m). Geotextile torn or damaged must be replaced or repaired at the Contractor's expense.
3. Aggregate Filter Blanket (Graded Aggregate Sub-base): When aggregate filter blanket is specified in lieu of geotextile, it must conform to the lines and grades specified in the As-builts and must be compacted.
4. Installation of rip-rap aprons must be in accordance with MSHA Section 312. Installation of riprap in stacked configurations must be in accordance with As-builts. The Maryland Department of the Environment (MDE) Maryland's Guidelines to Waterway Construction must be followed unless specified in the As-builts or as directed by the County. Excavation must conform to the lines and grades specified in the As-builts. The subgrade must be smooth and firm, free from protruding objects that would damage the geotextile.
5. Stacked Imbricated Rip-rap Placement: The placement of rip-rap must begin with the cutoff walls or tie-in locations. The larger stones must be placed in the cutoff walls and along the outside edges of the limits of slope and channel protection. Rock must be stacked to prevent sliding due to loads from shoreline soils or storm flows. Gaps in between stacked rocks must be

minimized. The Contractor must use a “thumb” attachment to an excavator bucket to place rock unless otherwise approved by the County.

6. Backfill: Any excavation voids existing along the edges of the completed slope and channel protection must be backfilled in a manner acceptable to the County.

Payment: The payment will be full compensation at the Unit price on the Schedule of Unit Prices for all applicable excavation (e.g., structure volume plus up to 18 inches to edge of cut), and installation of stone and basket materials, geotextile, hauling, storing, re-handling of material, removal, and disposal of excess material, backfill, grading and slope adjustments, and for all material, labor, equipment, tools, equipment mats/pads, and incidentals necessary to complete the work as specified in the As-builts or approved sediment control plans.

Line Item 3007-01: Local Riprap (Reinstalled) (CY)

Description and Materials: This Section is used when existing riprap is determined to be contaminated and needs to be removed, cleaned, and repositioned. The local riprap must meet the specified requirements as determined by the County. The work includes installation of new Class SE non-woven Geotextile as specified.

Execution: The existing riprap must be removed, cleaned of excess sediment, sediment disposed of off-site, riprap stockpiled, and then reinstalled over the new geotextile cloth. Installation of riprap must be in accordance with MSHA Standard Specifications Section 312, and must be a minimum of 18-inches deep.

Payment: Payment at the unit price per the Schedule of Unit Prices will be full compensation for all labor, hauling, disposal of excess or unsuitable excavation, backfill, new geotextile cloth, and all other materials, labor, equipment, tools, equipment mats/pads, and incidentals necessary to complete the work.

Line Item 3007-02: Class 1 Rip Rap (CY)

Line Item 3007-03: Class 2 Rip Rap (CY)

Line Item 3007-04: Class 3 Rip Rap (CY)

Line Item 3007-05: River Rock (CY)

Materials: The material for riprap outfall protection must conform to the requirements of MSHA Standard Specifications as listed below:

Aggregate Filter Blanket (Graded Aggregate Sub-base)	901, Table 901A
Stone	901.02
Geotextile, Class SE non-woven	921.09

River Rock (Cobble) must consist of natural field rock or natural river rock. The rock must be double washed and in a neutral shade of brown or gray. The rock mix may contain small amounts of fine aggregate but must contain no amounts of soil material. The material must have a minimum unit weight of 160lbs per cubic foot. Rocks must be generally smooth (rounded) and free of any jagged edges. Concrete must not be considered as an alternative for river rock material.

Payment: The payment will be full compensation at the Unit price on the Schedule of Unit Prices for all applicable excavation (e.g., structure volume plus up to 18 inches to edge of cut), and installation of stone, geotextile, hauling, storing, re-handling of material, removal and disposal of excess material, backfill, grading and slope adjustments, and for all material, labor, equipment, tools, equipment

mats/pads, and incidentals necessary to complete the work as specified in the As-builts or approved sediment control permit plans.

Line Item 3007-06: Gabion (CY)

Materials:

1. Material for Gabions must conform to the requirements of MSHA Standard Specifications paragraph 313.02. Gabion wire baskets must be vinyl coated and must be in accordance with MSHA Standard Specifications Sections 313 and 901.
2. Stone material used to fill gabion baskets must conform to the quality and size specified in MSHA Standard Specifications Section 901.03 and 901.05, and Manufacturer's recommendations.

Execution: Installation of gabions must be in accordance with MSHA Standard Specifications Section 313 and Manufacturer's recommendations. The work will require manual adjustment of stone within the baskets.

Payment: The payment will be full compensation at the Unit price on the Schedule of Unit Prices for all applicable excavation (e.g., structure volume plus up to 18 inches to edge of cut), and installation of stone and basket materials, geotextile, hauling, storing, re-handling of material, removal and disposal of excess material, backfill, grading and slope adjustments, and for all material, labor, equipment, tools, equipment mats/pads, and incidentals necessary to complete the work as specified in the As-builts.

SECTION 3008, GEOTEXTILES

Description: Work consists of installing and anchoring geotextile filter fabric as indicated in the Plans or as directed by the County.

Materials: Geotextile filter fabric latest version of MDE Maryland Standards and Specifications for Soil Erosion and Sediment Control. The fabric must have minimum grab tensile strength of 200 pounds and minimum puncture strength of 80 pounds.

Execution: Installation must be in accordance with the requirements stated in the Plans.

Payment: This Item is incidental to other work and will not be paid separately.

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DIVISION 4000: SHOULDERS & PAVING

General Description: In general, work performed under this Division is subject to inspection and acceptance by the County and approval by the Department of Permitting Services inspector prior to payment. Any work not accepted must be re-done at no additional cost to the County.

SECTION 4001, GENERAL PAVEMENT

Line Item 4001-01: Concrete Curb and Gutter (LF)

Description, Materials and Execution: In addition to meeting the requirements of MSHA Standard Specifications Section 602 for concrete curb (with related sections), concrete curb and gutters must meet the following requirements:

1. Replacement curb and gutter must match the configuration of the curb and gutter that was removed.
2. Curb and gutter must meet the latest Montgomery County Standard Type "A" (MC-101.01) or MSHA Type "A" (620.02) as required in the Plans.
3. Included will be all curb transitions, nose downs and depressed curb (gutter sections) through sidewalk ramps and driveways.
4. In the course of work, the Contractor must take care to protect existing curb and gutter, driveway apron or other structures as required in the Plans. Any damage caused must be reported to the County. As directed by the County, any damage must be repaired to the satisfaction of the County at no additional cost to the County.
5. Slope requirements for sidewalk ramp curb openings must be in accordance with the American Disabilities Act (ADA).

Payment: The payment per unit on the Schedule of Unit Prices will include all excavation, labor, forms, materials, equipment, tools, equipment mats/pads, and incidentals needed to perform the work.

Line Item 4001-02: Concrete Sidewalk (4-Inch Thick) (CY)

Description, Materials and Execution: Sidewalks will be 4 inches thick and repaired in accordance with MSHA Standard Specifications Section 603 (and related sections) and MCDOT Standard 110 or 111. Handicap ramp replacement will be MCDOT Standard 112 or 113.

Payment: Payment per unit on the Schedule of Unit Prices will be full compensation for excavation, labor, materials, tools, forms, and incidental materials. Handicap ramps will be paid as a sidewalk.

Line Item 4001-03: Concrete Driveway Apron (CY)

Description, Materials and Execution: Concrete Driveway Aprons must meet requirements provided on applicable MCDOT Standard 301.01 in addition to meeting the requirements of MSHA Standard Specifications Sections 602 and 603.

Payment: Payment per unit on the Schedule of Unit Prices will be full compensation for excavation, labor, materials, tools, forms, and incidental materials.

Line Item 4001-04: Asphalt Curb (TON)

Description, Materials and Execution: In addition to meeting the referenced Standard Specifications Section for asphalt in Section 4002, asphalt curb (with related sections) must be in accordance with MCDOT's standard detail MC-103.01 and the following requirements:

1. Replacement curb and gutter must match the configuration of the curb and gutter that was removed.
2. Curb and gutter must meet the latest Montgomery County or MSHA Standard Details for curb and gutter as required in the Plans.
3. Included will be all curb transitions, nose downs and depressed curb (gutter sections) through sidewalk ramps and driveways.
4. In the course of work, the Contractor must take care to protect existing curb and gutter, driveway apron or other structures as required in the Plans. Any damaged caused must be reported to the County. As directed by the County, any damage must be repaired to the satisfaction of the County at no additional cost to the County.
5. Slope requirements for sidewalk ramp curb openings must be in accordance with the American Disabilities Act (ADA).

Payment: Payment per unit price on the Schedule of Unit Prices will include all excavation, labor, forms, materials, tools, equipment and incidentals needed to perform the work.

SECTION 4002, HOT MIX ASPHALT PAVEMENT AND STONE SUBGRADE

Line Item 4002-01: Base Course Asphalt (TON)

Line Item 4002-02: Surface Temporary Asphalt (TON)

Line Item 4002-03: Surface Permanent Asphalt (TON)

Line Item 4002-04: Graded Aggregate Base Course for Asphalt Paving (CY)

Description: This work consists of Hot Mix Asphalt (HMA) pavement.

Materials: Refer to the MSHA Standard Specifications, MSHA sections 504, 505 and 904 for applicable Quality Assurance and Material references.

Execution:

The Contractor must protect the pavement against damage from all causes. Any part of the pavement that is damaged must be repaired or replaced by and at the expense of the Contractor.

HMA pavement must be installed using the methods and equipment as specified in MSHA Section 504.03.01 (and MSHA Section 505 for patches) unless stated otherwise herein.

Base Course Asphalt

1. MSHA Base Mix will be spread on the stone sub-base (depth to match existing pavement) for, by mechanical self-powered paver true to line, grade, and cross-section. Screeding will follow to required level. Immediately after the screeding and before compaction, the surface must be checked, any irregularities adjusted, all accumulation from the screed removed by rake, and all flat spots replaced with satisfactory material.
2. Compaction must be affected, while the mixture is still hot, by 10-ton tandem power roller. Rolling must start at the extreme lower elevation and proceed toward the higher elevation. Each successive trip of the roller must overlap $\frac{1}{2}$ the side of the rear wheel of the roller. The surface must then be subjected to rolling at right angles to the first rolling direction. Rolling must be continued until all roller marks are eliminated, and 94% of the maximum theoretical density has been achieved.

3. Any irregularities in the surface in excess of ¼ inch from the design grade when checked against the benchmark must be corrected. Should any irregularities remain after final compaction, the full depth of bituminous material will be removed, and new material laid and compacted to form a true and even surface by the Contractor at no additional cost to the County.

Surface Asphalt

1. MSHA Surface Mix will be spread on the asphalt base course by mechanical pavers after making sure that: a) the base course surface is clean; b) the base course surface is dry; c) the temperature is above 40 degrees Fahrenheit (°F); d) the base course surface meets the stipulated tolerance and thickness; and e) the base course will be tacked before applying surface material. Tacking will be incidental to asphalt cost.
2. After spreading and screeding, compaction must commence with a steel wheel tandem roller weighing between 2 and 6 tons. The roller faces must be kept continually wet while rolling. The roller must not be operated at a speed exceeding 3 miles per hour. Rolling must be done in two directions, one at right angles to the other, until all roller marks are removed.
3. The surface course must meet the following tolerances:
 - a. The surface must not vary more than 1/8 inch from a planar surface when measure with a 10 foot straight in any direction.
 - b. The surface must not vary more than ¼ inch from the proposed finish elevations at any location when checked against the benchmark.
 - c. The finished slope must not vary more than 0.25% from the proposed slope in any direction.
4. HMA Compaction: Compaction must be carried out in accordance with MSHA Standards and Specifications (2008), Section 504.03.06.
5. Joints: To be in accordance with MSHA Standard Specifications Section 504.03.07.
6. Sampling and Testing: (if required) to be in accordance with MSHA Standard Specifications Section 504.03.10.

Payment: The unit price on the Schedule of Unit Prices must include all materials, labor, tools, equipment, testing, and incidentals for placement of HMA pavement.

SECTION 4003, GUARDRAIL

Line Item 4003-01: Guardrail Removal and Replacement (LF)

Description: This Line Item allows for temporary removal of guardrail required to gain access to the site during repair or maintenance and reinstalling of the same guardrail at the original location upon project completion.

Payment: Payment per unit price on the Schedule of Unit Prices will include all labor, materials, tools, equipment, and incidentals.

DIVISION 5000: SEDIMENT CONTROL AND OTHER TEMPORARY MEASURES (INSTALLATION, MAINTENANCE AND REMOVAL)

SECTION 5001, STANDARD SEDIMENT CONTROL ITEMS

- Line Item 5001-01: Stabilized Construction Entrance (EA)**
- Line Item 5001-02: Stabilized Construction Entrance with Wash Rack (EA)**
- Line Item 5001-03: Silt Fence (LF)**
- Line Item 5001-04: Modified Super Silt Fence (LF)**
- Line Item 5001-05: Tree Protection Fence (LF)**
- Line Item 5001-06: Filter Log (Filtrexx® 12 Inches Diameter, Or Approved Equal, Complete with Compost and Stakes) (LF)**
- Line Item 5001-07: Stone Outlet Structure (EA)**
- Line Item 5001-08: Inlet Protection (EA)**
- Line Item 5001-09: Temporary Dewatering Device (EA)**
- Line Item 5001-10: Portable Sediment Tank (EA)**
- Line Item 5001-11: Removable Pumping Station (EA)**
- Line Item 5001-12: Stone Outlet Sediment Trap (≤50 Cubic Yards of Excavation) (EA)**
- Line Item 5001-13: Straw Mat, Single Jute Net (East Coast Erosion Blanket ECS-1b, Straw Biodegradable) Single Net Blanket or Approved Equal (SY)**
- Line Item 5001-14: Earth Dike (LF)**
- Line Item 5001-15: Stitched Coconut Fiber Blanket (Biod-Ocf 30® or Approved Equal) (SY)**
- Line Item 5001-16: Soil Reinforcement Matting (Enkamat 7020® Or Approved Equal) (SY)**

Description: This work covers installation, maintenance and removal of Sediment Control devices. All Sediment Control devices listed below must comply with the latest version of Maryland Department of the Environment (MDE) Sediment Control Manual and Waterway Construction Guidelines, and Montgomery County Department of Permitting Services (MCDPS) standards. At the time of the Contract signing 1994 edition of the Maryland Standards and Specifications for Soil Erosion and Sediment Control and 2000 edition of Waterway Construction Guidelines are being used for all sediment control devices unless noted otherwise below. The Contractor must follow the MCDPS standards should there be differences between two sets of standards. Note: Montgomery County DEP will apply for and obtain all permits as necessary, e.g. sediment control, right-of-way, etc.

General Description: Work consists of all labor, equipment and services necessary for and incidental to the execution and completion of Sediment and Erosion Control as indicated in the Plans, including measures to prevent erosion and run-off of earth and silt, methods to prevent the transport of sediment off-site by vehicles, dust control. Contact and coordination with Montgomery County Department of Permitting Services (MCDPS) SWM/Sediment Control Inspection staff and any other involved regulatory agencies may be required throughout the project. All proprietary sediment control devices must be installed per manufacturer's specification.

Materials: All materials must be in accordance to MDE Specifications for Soil Erosion and Sediment Control and MDE Construction Guidelines unless otherwise specified in the Plans or directed by the County. Mats with any type of plastic netting will not be accepted. The Straw/Jute Mat will provide biodegradable ground cover for seeding purposes with an estimated field life of less than 12 months.

Execution:

1. The Contractor must employ a responsible person involved in the Project who has a Certificate of Attendance at a Maryland Department of the Environment approved training program for the

control of sediment and erosion as the Superintendent/Supervisor. At any time, the County may request proof of this Certification.

2. Upon issuance of the Notice to Proceed, the County may arrange a meeting between the Contractor, property owner, MCDPS Sediment Control and Right-of-Way Inspection Staff, M-NCPPC, and other appropriate permit inspection staff. Miss Utility notification by the Contractor and marking of utilities and stakeout of the Limits of Disturbance should occur prior to the meeting. The Contractor must not access the Project Site for any reason other than visual observation and surveying prior to this meeting; no land disturbance activities are permitted prior to the meeting.
3. The Contractor will be provided with copies of the Sediment Control Permit and all other required permits at this time and must keep a copy of each permit on the Project Site at all times.
4. Installation of sediment control devices must begin only after the MCDPS Sediment Control Inspector has granted approval and must include any modifications to the approved Sediment Control Plan that the MCDPS Sediment Control Inspector has required. The MCDPS Sediment Control Inspector has the authority to make field modifications to the approved sediment control plan. The Contractor must notify the County before making such changes as directed. Upon approval by the County, additional devices will be installed as required. The Contractor will be compensated as detailed in the technical provisions of this Specification.
5. All Sediment Control features must be installed as approved by the County.
6. All subsequent notifications for inspection and coordination with the MCDPS Sediment Control Inspector and the County are the responsibility of the Contractor.
7. Events requiring Sediment Control inspection and approval include but may not be limited to start of land disturbing activities, compliance with warning notices, lifting of stop work orders for violations, start of temporary or permanent stabilization, removal of Sediment Control facilities, and any other pertinent events noted in the Plans.
8. Grading must be accomplished such that existing surface drainage is not impaired, a potential hazard is not created, hazardous erosion will not occur, or sediment will not collect in existing drainage systems.
9. All sediment control facilities must be maintained, inspected and repaired as necessary at the end of each working day and after each rain event. If sediment leaves the repair or maintenance area, it must be removed immediately, and area must be cleaned to satisfaction of the County. Inspections must be documented as required by permit.
10. Removal of sediment control devices:
 - a. Once the Project has been completed, and all disturbed areas have been restored as called for in the plans and there is a good stand of grass in the seeded/sodded areas, the Contractor must contact the MCDPS Sediment Control Inspector or the County for approval to remove the sediment control devices. The sediment control devices must be removed within 14 days from the date of the approval. The project is not considered complete unless all temporary sediment control measures have been removed.
 - b. When permitted, the Contractor must remove all sediment control devices and re-grade such areas to proposed designed grades. Any disturbed areas resulted from removal of

sediment control devices must be stabilized by seed/or sod at the same time as required.

11. Dust Control: The Contractor must provide water as necessary to reduce airborne dust when directed by the County, at no additional cost to the County.
12. Dewatering: Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding Project Site and surrounding area. The Contractor is responsible for protecting the repair or maintenance area to minimize accumulation of water and to protect the work site. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub-grades and foundations. Per the appropriate Line Items in these specifications, provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water from excavations. Convey water removed from excavations to collecting or run-off structures. Provide and maintain temporary drainage ditches and other diversions outside excavations limits for each structure. Do not use trench excavations as temporary drainage ditches. These activities are considered incidental and will be performed at no cost to the County.

Payment: Payment will be at the unit price specified in the Schedule of Unit Prices. Payment will be full compensation for all labor, materials, equipment, tools, inspection and maintenance of devices, disposal of excavation and used devices, and incidentals needed to install, maintain, and remove sediment control devices. Re-installation of sediment control practices due to inadequate Contractor's work or damage must be done at the Contractor's expense. Where applicable, compensation for the Line Items in this Section will be made as follows: 75% of each Line Item upon substantial completion of the work order, and the balance of 25% upon verification of the removal and final stabilization.

Line Item 5001-17: Filter Bag (EA)

Description, Materials and Execution: Water encountered within repair or maintenance areas must be pumped through a filter bag before it is allowed to drain away from a project site. Filter Bag must be placed so that the incoming water flowing into the bag will pass through the system and then flow off the site without creating more erosion. The neck of the system should be tied off tightly to stop the water from flowing out of the system without going through the walls of the bag. The Filter Bag must be placed over wood chip (mulch) bed to allow water to flow in all directions. Filter Bag must be placed on level or gently sloping grade secured in place by wooden stakes spaced at 5 feet on center.

The dewatering bag must be made of non-woven geotextile with a minimum surface area of 225 square feet per side. All structural seams must be sewn with double stitch using a double needle machine with high strength thread. The seam strength must withstand 100 lb./inch using ASTM D-4884 test method. The dewatering bag must have a nozzle large enough to accommodate a 4-inch diameter pump discharge hose. This Line Item includes an appropriately sized pump as determined by the County. All dewatering installations must be inspected by appropriate permit inspectors and the County before being put into operation.

The Filter Bag must be made of nonwoven geotextile fabric with the following properties:

Weight	ASTM D-3776	12oz/yd.
Grab Tensile	ASTM D-4632	300 lbs.

Puncture	ASTM D-4833	180 lbs.
Flow Rate	ASTM D-4491	75 gal/min/square feet
Permittivity	ASTM D-4491	1/1 sec
UV Resistance	ASTM D-4355	70%
AOS	ASTM D-4751	100

Payment: Payment at the unit price specified in the Schedule of Unit Prices will be full compensation for all labor, materials, equipment, pumping, tools, inspection and maintenance and off-site disposal of the filter bag and contents, and incidentals needed to complete the work. Wood chips (mulch) will be paid separately under appropriate Line Items.

SECTION 5002, MULCH ACCESS

Line Item 5002-01: Installation of Free Mulch Provided by County (CY)

Line Item 5002-02: Purchased Mulch (CY)

Description and Materials: Work consists of installing mulch or wood chips on the ground to create access road or to protect existing paths or tree roots during repair or maintenance.

Chips/mulch may be generated either by on-site clearing or obtained free of charge through the County's Recycling Program. Most of the time the Contractor will be able to obtain free mulch from the Transfer Station (notify Transfer Station a day ahead). However, if new mulch or mulch from a commercial source is required, then the Contractor will be paid under Line Item 5002-02.

Execution: Install wood chips or mulch to a minimum depth of 6 inches along all access paths and as directed by the County. The width of the mulch access will be at a minimum the tracking width of the equipment using the access routes plus two feet. Mulch placed beside an existing paved trail will be a minimum of 5 feet wide. When stabilizing an area for a week or longer, be sure to grade out ruts and low spots on a daily basis on all access ways and replenish access as directed by the County. Upon completion of repair or maintenance activities, mulch will be removed or abandoned in place as directed by the County. The contractor should assume that the mulch must be removed.

Payment: Payment at the unit price per the Schedule of Unit Prices will be full compensation for all material, transportation, installation, maintenance, mulch removal and all labor, equipment, tools, fee (where applicable) and incidentals necessary to complete the work. Additional mulch to replenish the originally installed mulch will be paid for with prior approval by the County.

Line Item 5002-03: Wooden Mat (SY)

Description and Materials: Provide ground protection using wood mats made of hard wood planks. The mats must be at least 6-inch-thick and capable of supporting the Contractor's equipment without compacting underlying soils.

Execution: Mats must be wide enough to cover at a minimum the tracking width of the equipment using the access routes plus two feet. Short sections of these mats may also be used to protect steep slopes along access ways. Accommodations should be made to secure mats in place to prevent them from moving. Upon completion of repair or maintenance activities, wooden mats must be removed as directed by the County.

Payment: Payment at the unit price per the Schedule of Unit Prices will be full compensation for all material, labor, equipment, tools, maintenance, and incidentals necessary to complete the work. The price must include off-site removal of all related materials upon project completion.

Line Item 5002-04: Tree Trunk Protection (EA)

Description and Materials: Provide wooden planks as impact protection between a tree and repair or maintenance access areas as directed by the County. Wooden planks must be a minimum of 2 inch thick.

Execution: Place wooden planks around trees to a height of 10 foot per Tree Trunk Protection detail in Section H. Tree bark must be protected from damage due to direct contact with wire or other anchoring materials by use of burlap or other approved material.

Payment: Payment at the unit price per tree as per the Schedule of Unit Prices will be full compensation for all material, labor, equipment, tools, maintenance, and incidentals necessary to complete the work. The price must include off-site removal of all related materials upon project completion.

SECTION 5003, FLOW DIVERSION

Line Item 5003-01: Diversion Wall 3-4 Foot Height (LF)

Line Item 5003-02: Diversion Wall 5-6 Foot Height (LF)

Line Item 5003-03: Impervious Liner (SF)

Description: The purpose of the temporary barrier diversion is to direct clear water around the work area. A temporary barrier is used when the work area is subject to potential flooding. The temporary barrier may consist of precast units, such as traffic control barriers, stackable concrete blocks, sandbags and impervious liner. Sandbags utilized in the flow diversion must be overlaid with impervious liner on the wet side.

Work consists of all labor, equipment and services necessary for and incidental to installation, maintenance and removal of temporary barrier.

Materials:

1. Precast units

The standard detail uses traffic control barrier as part of temporary stream diversion wall. As alternate, other type precast concrete units can be substituted for traffic barrier with County's approval. Should a substitution be proposed, the Contractor must demonstrate that the diversion wall will resist sliding and overturning if water levels reach top of wall.

2. Sandbags (filled w/sand)

Sandbags must be made of UV resistant material. In addition, sandbags must be resistant to tear and puncture and woven tightly to prevent leakage of sand out. The sandbag must be at least 14 inches x 26 inches in size and hold a minimum of 50 pounds of sand.

3. Impervious Liner

Liner to be used as part of temporary diversion must be made of polyethylene or other impermeable material resistant to puncture and tear. The liner must be Class C woven

geotextile fabric at least 8 mils in thickness. The adjacent edges of liner must at least 18 inches.

Payment:

Payment will be at the unit price specified in the Schedule of Unit Prices. Payment will be full compensation for all labor, materials, equipment, tools, inspection and maintenance of devices, and incidentals needed to install, maintain, and remove and dispose used materials as necessary. Replacement of various components of diversion barrier due to inadequate Contractor work must be done at the Contractor's expense.

SECTION 5004, CLEAR WATER DIVERSION (PUMP AROUND)

- Line Item 5004-01: Pump Usage, ≤4 Inch Pump (HR)**
- Line Item 5004-02: Pump Usage, ≤4 Inch Pump (Day)**
- Line Item 5004-03: Pump Usage, 6 Inch Pump (HR)**
- Line Item 5004-04: Pump Usage, 6 Inch Pump (DAY)**
- Line Item 5004-05: Pump Usage, 8 Inch Pump (HR)**
- Line Item 5004-06: Pump Usage, 8 Inch Pump (DAY)**
- Line Item 5004-07: Pump Usage, 10 Inch Pump (HR)**
- Line Item 5004-08: Pump Usage, 10 Inch Pump (DAY)**
- Line Item 5004-09: Pump Usage, 12 Inch Pump (HR)**
- Line Item 5004-10: Pump Usage, 12 Inch Pump (DAY)**
- Line Item 5004-11: Pump Mobilization for Pumps ≥6 Inch (EA)**

Description: This Section provides for a pump and related equipment to divert stream flow (clean water) around the work area and dewater the work area. The Contractor must notify MCDEP 48 hours before initiating pump-around. All pumps will be maintained in proper working condition. All flow diversion outfalls will utilize a velocity reduction device to prevent erosion. Pipes will be checked regularly for leaks and repaired as necessary. Any piping that crosses paved trails will have a wooden ramp at a slope of 1:20 (vertical: horizontal) for pedestrian and bike passage. Pump inlets will have a screen (mesh size <1 inch) over opening. A warning sign must also be placed in advance of the pipe crossing. Any pump operations in place between 5pm and 7am, the Contractor must have an employee on site at all times to monitor pumping operations. Pumps utilized in the flow diversion must be in compliance with the County Noise Ordinance and, if necessary, the Contractor will provide devices to muffle pump noise at no additional compensation.

Payment: The unit price for Pump Mobilization includes mobilization of the pump to the site, relocation of the pump between work areas, set up of pump, transportation, labor, tools, equipment and incidentals needed to mobilize and set up the pump. Demobilization of the pump from the site is incidental to the work. Pump Mobilization will be paid for pumps of 6 inches or larger. Only one pump mobilization will be paid per pump per project.

The unit price per hour or per day for pump usage is full payment for use and maintenance of the pump and related flexible hoses, associated pump rental charges, fuel, labor, tools, equipment, and incidentals needed to operate the pump. Payment will be made for each hour or day the pump is in operation and Line Items are completed within the pump around area.

SECTION 5005, TEMPORARY HEAVY DUTY, CORRUGATED EXTERIOR, BLACK HDPE PIPE PROVISION

Line Item 5005-01: Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 15 Inches (LF)

Line Item 5005-02: Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 18 Inches (LF)

Line Item 5005-03: Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 24 Inches (LF)

Line Item 5005-04: Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 30 Inches (LF)

Line Item 5005-05: Temporary Heavy Duty, Corrugated Exterior, Black HDPE Pipe, 36 Inches (LF)

Description and Materials: This Section covers the requirements to install a temporary pipeline using HDPE pipe for the purpose of diverting the stream or storm flow around the repair or maintenance area, maintaining the pipe during repair or maintenance, and removing the pipe upon project completion. The pipe is owned by the Contractor at all times. The pipeline is to be installed and secured in place at the beginning of the repair or maintenance project and upon project completion, the pipeline must be carefully taken apart and pipe sections to be transported to the Contractor's storage facility for future use. The pipe can be reused as long as it remains damage free. The County reserves the right to inspect the pipe sections prior to installation.

Heavy duty corrugated black polyethylene pipe, must meet the requirements of applicable MSHA Standard Specifications Section 905, and all pipes must have a smooth walled interior.

Execution: Repair or maintenance must be in accordance with applicable MSHA Standard Specifications Section 303.

Payment: Payment per unit price on the Schedule of Unit Prices will be full compensation for installation of the pipe, end sections, couplings, supports, labor, equipment, and maintenance during repair or maintenance, transportation, storage, tools and incidentals necessary to install, maintain, and remove pipe. Excavation, if required for pipe installation, will be paid for elsewhere. Removing and hauling the pipe and appurtenances are incidental to the installation costs.

SECTION 5006, TEMPORARY FENCING

Line Item 5006-01: Vinyl Blaze Orange Safety Fence (LF)

Description: This Line Item provides for provision, installation, maintenance, and removal of temporary fencing required to maintain control and safety of the work area.

Materials: Fence must be orange high-density UV stabilized polyethylene diamond mesh with 1½ inches openings. Fence must be 4 feet high and installed on "T" or "U" galvanized posts spaced at 7 feet.

Substitutions: As requested by the County, the Contractor must be able to provide the same type of fence in green (or black, if green is not available) color at no additional cost.

Payment: Payment per unit price on the Schedule of Unit Prices will include all labor, tools, equipment, materials including hardware, and incidentals necessary to complete the work.

Line Item 5006-02: Tree Protection/Pond Safety Fence (LF)

Description: This Line Item specifies the requirements for standard County fencing needed to keep equipment away from tree root protection areas.

Materials and Execution: Pond safety fencing must be 14-gauge, welded wire fence at least 42 inches in height with mesh opening no greater than 2 inches in width and 4 inches in height. The fence must be erected on metal T or U posts embedded a minimum of 30 inches into the ground. The spacing between posts must be 8 feet or less.

Payment: Payment per unit price on the Schedule of Unit Prices will include all labor, tools, equipment, materials including hardware, related excavation, and incidentals necessary to complete the work. The price must include off site removal of all related materials upon project completion.

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DIVISION 6000: TREE WORK AND STABILIZATION

GENERAL PLANTING ACCEPTANCE AND MAINTENANCE REQUIREMENTS:

Final Cleanup: The Contractor must remove all trash and materials incidental to the project and dispose of them off-site.

Inspection and Initial Acceptance: The Contractor must notify the County, in writing that the seeds are germinating (where applicable). The Contractor must request an inspection by the County. The inspections must be performed by the County and Contractor within two weeks of written notification from the Contractor. If the installation and planting is satisfactory, the County will provide written notice to the Contractor.

SECTION 6001, TREE TRIMMING

Line Item 6001-01: Selective Tree Trimming Crew (Foreman and Two Laborers) (CREW-HR)

Description: This work consists of Selective Tree Trimming as specified in the Plans or as directed by the County.

Materials and Execution:

Crew and Equipment: All pruning tools used must conform to the accepted arboricultural practices and as approved by the County.

To receive full payment for these Line Items, the following personnel must be on site and working for the full duration of the payment period:

Personnel:

1. One Crew Leader (must be a Maryland Registered Tree Care Expert)
2. Two crew Laborers (including Truck Driver)

Operation: All Selective Tree Trimming will be directed by the County. All work must be performed by personnel under the supervision of a Maryland Licensed Tree Expert. A Roadside Tree Care Permit must be obtained by the Contractor from the Maryland Department of Natural Resources prior to performing any tree pruning along roads or as required in the Plans. The class of tree trimming, and all pruning must conform to the ANSI A-300 standards or as directed by the County.

All wood, branches and debris will generally be reused onsite. If debris cannot be reused onsite, removal will be paid under the appropriate Line Item as directed by the County and disposed of by the Contractor.

The obtaining of any and all required permits for the trimming of trees will be the sole responsibility of the Contractor.

When the selective trimming of trees conflicts with overhead utility lines and cables, it is the Contractor's responsibility to coordinate this work with the appropriate utility company(s) to ensure that no damage or interrupted service occurs when this work is performed.

Payment: The payment will be full compensation for any required coordination with utility companies, the obtaining of all required permits, the services of the Maryland Registered Tree Care Expert, and for all material, labor, equipment, tools, equipment mats/pads, and incidentals necessary to complete the

work. Temporary stockpiling and disposal of debris will be covered under this Line Item. To receive full payment for the time duration worked the Contractor must provide the minimum crew of personnel and equipment as specified above in the Materials and Execution section. Providing additional hand tools and small motorized equipment will not be measured for payment but must be considered incidental to the unit price.

When included in the individual work order job, the minimum payment for the selective tree trimming Line Items used will be 2 crew-hours.

SECTION 6002, GENERAL INDIVIDUAL TREE REMOVAL

Line Item 6002-01: Individual Tree Removal with Stump Removal: 6-Inch to 10-Inch Diameter (EA)

Line Item 6002-02: Individual Tree Removal with Stump Removal: Greater than 10-Inch to 20-Inch Diameter (EA)

Line Item 6002-03: Individual Tree Removal with Stump Removal: Greater than 20-Inch to 30-Inch Diameter (EA)

Line Item 6002-04: Individual Tree Removal with Stump Removal: Greater than 30-Inch Diameter (EA)

Line Item 6002-05: Individual Tree Removal Flush Cut: 6-Inch to 10-Inch Diameter (EA)

Line Item 6002-06: Individual Tree Removal Flush Cut: Greater than 10-Inch to 20-Inch Diameter (EA)

Line Item 6002-07: Individual Tree Removal Flush Cut: Greater than 20-Inch to 30-Inch Diameter (EA)

Line Item 6002-08: Individual Tree Removal Flush Cut: Greater than 30-Inch Diameter (EA)

Description: This work consists of Individual Tree Removal as directed by the County. The type of service required will be specified in the work order. If stump removal is required, the work will include removal of stumps, roots, filling and final stabilization. For the purposes of this Contract, Individual Tree is defined as tree having caliper of 6 inches or greater. The caliper of a tree must be the diameter at breast height (DBH) measured at 4.5 feet from the ground on the uphill side of the tree.

Execution:

1. Where required the stump must be completely removed, ground to a minimum depth of 3 feet below the ground surface, or otherwise removed as directed by the County. The cavity must be backfilled to be level with the adjacent ground with well compacted embankment material. The disturbed area must then be seeded and mulched as specified in MSHA Section 705. All wood, branches and debris will generally be reused onsite or hauled offsite as directed by the County.
2. In the area of a dam embankment, all imbedded stumps and roots must be completely removed. Depressions and holes resulted from removal of stumps must be backfilled with materials suitable for dam embankment repair or maintenance and compacted in accordance with NRCS MD-378 requirements. The embankment material must be seeded fertilized, and mulched. The final grade must match the adjacent grades.
3. In case of tree removal without stump removal the tree must be cut flush with the ground. The soil disturbance around the root ball must be minimized.

Payment: Individual Tree Removal of 6 inches in caliper or larger will be measured and paid at the Contract unit price per the Schedule of Unit Prices. The unit price per tree will include all labor,

materials, equipment, to remove a tree and stump (where applies), backfill and compaction of all voids created by stump removal, grading, and stabilization, and for all material, labor, equipment, stump grinder, tools, equipment mats/pads, and incidentals necessary to complete the work. Storage for re-use, and incidentals needed to remove the tree. Stockpiling debris on site for reuse will be covered under this Line Item. If debris cannot be reused onsite, removal and disposal will be paid for under the appropriate Line Item as directed by the County.

SECTION 6003, SPECIALIZED INDIVIDUAL TREE REMOVAL

Line Item 6003-01: Individual Tree Removal with Stump Removal: 6-Inch to 10-Inch Diameter (EA)

Line Item 6003-02: Individual Tree Removal with Stump Removal: Greater than 10-Inch to 20-Inch Diameter (EA)

Line Item 6003-03: Individual Tree Removal with Stump Removal: Greater than 20-Inch to 30-Inch Diameter (EA)

Line Item 6003-04: Individual Tree Removal with Stump Removal: Greater than 30-Inch Diameter (EA)

Line Item 6003-05: Individual Tree Removal Flush Cut: 6-Inch to 10-Inch Diameter (EA)

Line Item 6003-06: Individual Tree Removal Flush Cut: Greater than 10-Inch to 20-Inch Diameter (EA)

Line Item 6003-07: Individual Tree Removal Flush Cut: Greater than 20-Inch to 30-Inch Diameter (EA)

Line Item 6003-08: Individual Tree Removal Flush Cut: Greater than 30-Inch Diameter (EA)

Description: This work consists of Individual Tree Removal due to exceptional size or technical removal (e.g., risk to nearby infrastructure or personal property) to be supervised by a Maryland Licensed Tree Expert. All Individual Tree Removal will be specified on the work order, the Plans or as directed by the County. The type of service required will be specified in the work order. If stump removal is required, the work will include removal of stumps, roots, grading and final stabilization. For the purposes of this Contract, Individual Tree is defined as tree having caliper of 6 inches or greater. The caliper of a tree must be the diameter at breast height (DBH) measured at 4.5 feet from the ground on the uphill side of the tree.

Execution:

1. Where required the stump must be completely removed, ground to a minimum depth of 3 feet below the ground surface, or otherwise removed as directed by the County. The cavity must be backfilled to be level with the adjacent ground with well compacted embankment material. The disturbed area must then be seeded and mulched as specified in MSHA Section 705. All wood, branches and debris will generally be reused onsite or hauled offsite as directed by the County.
2. When the removal of trees conflicts with overhead utility lines and cables, it must be Contractor's responsibility to coordinate this work with the appropriate utility company(s) to ensure that no damage or interrupted service occurs when this work is performed.
3. In the area of a dam embankment, all imbedded stumps and roots must be completely removed.

Depressions and holes resulted from removal of stumps must be backfilled with materials suitable for dam embankment repair or maintenance and compacted in accordance with NRCS MD-378 requirements. The embankment material must be seeded, fertilized, and mulched. The final grade must match the adjacent grades.

4. In case of tree removal without stump removal the tree must be cut flush with the ground. The soil disturbance around the root ball must be minimized.

Payment: Individual Tree Removal of 6 inches in caliper or larger will be measured and paid at the Contract unit price per the Schedule of Unit Prices. The unit price per tree will include all labor, materials, equipment, stump removal (where applies), storage for re-use, and incidentals needed to remove the tree. The payment will be full compensation for any required coordination with utility companies, the services of the Maryland Licensed Tree Expert, tree removal, complete removal or grinding to 3 feet below the adjacent ground of all stumps, backfill and compaction of all voids created by stump removal, grading and stabilization, the obtaining of all required permits, and for all material, labor, equipment, stump grinder, tools, equipment mats/pads, and incidentals necessary to complete the work. Stockpiling debris on site for reuse will be covered under this Line Item. If debris cannot be reused onsite, removal will be paid under the appropriate Line Item as directed by the County and disposed by the Contractor.

Line Item 6003-09: Tree Root Pruning (LF)

Description: This work is for any tree root pruning which is necessary to preserve the life of existing trees within the limits of disturbance as indicated on the Plans and directed by the County. This work must be supervised by a Maryland Licensed Tree Expert.

Materials and Execution: Carefully identify and flag the exact location of the root pruning trench as specified on the Plans. Before root pruning, all tree protection measures must be in place according to Maryland National Capital Park and Planning Commission Forest Conservation Law. No roots should be cut within a minimum of three trunk diameters (measured at DBH) without expressed approval by the County. Roots less than 1.5 inches' diameter can be cleanly pruned using a sharp vibratory knife. Roots of 1.5 inches' diameter or larger must be cleanly pruned by hand with handsaws, pruners, loppers, or other specifically designed root pruning equipment as soon as the root is encountered. Root pruning must be to a depth of excavation or 24 inches, whichever is less. All blades must be cleaned before each cut when working with trees or roots that have visible signs of defects or decay. During root pruning, the roots must be cleanly severed, and excavation must not cause tearing or ripping of tree roots. The tree roots must not remain exposed to air during pruning activities. All exposed roots and cut ends must be kept moist with damp burlap or covered with an approved soil until backfill or grade is established. Root pruning will not be undertaken when the soil on site is wet and when more than the top 1 inch of soil is frozen. The Contractor must follow the American National Standard for Pruning, ANSI A-300-2001 or most recent version. Debris will generally be reused onsite.

Payment: The unit price payment per the Schedule of Unit Prices will be full compensation for all material, labor, equipment, tools, equipment mats/pads, and incidentals necessary to complete the work. Stockpiling debris on site for reuse is incidental. If debris cannot be reused onsite, removal will be paid under the appropriate Line Item as directed by the County and disposed by the Contractor.

SECTION 6005, TURF ESTABLISHMENT

Line Item 6005-01: Turf Establishment by Seeding (Broadcast or Hydro-seeding) (SY)

Description and Materials: This work consists of turf establishment on areas disturbed by repairs. Work includes soil preparation, seeding, fertilizing, and mulching.

Seed and other Materials:

1. Seed must be fresh, clean, new seed crop composed of the following varieties mixed in the proportion shown and tested to the following minimum percentages of purity and germination.

Minimum standards for percent purity and percent germination of turfgrass: Limestone applications must be determined by the soil test results and recommendations as approved by the Owner. Pulverized limestone must contain 50% calcium oxide equivalent (CaO or Ca Mg O) and ground to such fineness that at least 50% will pass through a 100-mesh sieve and 90% will pass through a 20-mesh sieve.

Turfgrass species	% Purity	% Germination
Kentucky bluegrass	90	80
Perennial ryegrass	95	85
Tall fescue	95	80
Fine fescues	95	80

APPROVED BLUEGRASS		APPROVED PERENNIAL RYE		APPROVED TALL FESCUE	
Merit	Limosine	Opni	Greenland	Amigo	Hounddog
Fairfax	Liberty	Bright Star	Prizm	Apache	Jaguar
Blacksburg	Julia	Cutter	Assure	Bonanza	Mesa
Preakness	Midnight	Repell II	Affinity	Chieftain	Mustang
Cynthia	Penn Pro	Prelude II	Seville	Finelawn I	I Olympic
Eclipse	Touchdown	APM	Rivera II	Finelawn 5GL	Rebel II
Georgetown	Dawn	Palmer II	Advent	Guardian	Shenandoah Tribute

2. Fertilizer applications must be determined by soil test results and recommendations as approved by the Owner. Fertilizer must be 100 percent organic-based fertilizer and meet the following specifications:
 - a. Organic Fertilizer (5-3-4) - The organic fertilizer must be 100% organic based fertilizer (free of synthetic materials). The fertilizer may be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate, and must meet the following chemical requirements:

Total Nitrogen (N)	5.00%
Water Soluble Nitrogen	1.50%
Water Insoluble Nitrogen	3.50%
Available Phosphate (P ₂ O ₅)	3.00%
Soluble Potash (K ₂ O)	4.00%

3. Seeding must be covered by bio-degradable; excelsior, straw, or straw/coconut blend fibers; biodegradable netting on top and bottom; netting shall be cotton, cotton blend or coir.

Execution:

1. All areas disturbed by repair or maintenance must be seeded as directed by the County. Areas that are not disturbed must **NOT** be seeded.

2. All areas to be seeded must conform to the finished grades as specified on the Plans and be free of all weeds, trash, debris, brush, clods, stones and other foreign materials larger than 3 inches in diameter or length that would interfere with seeding, or future grass maintenance. All gullies, washes or disturbed areas that develop subsequent to final dressing must be repaired prior to seeding.
3. Seeding must be performed from March 1 through October 20 or as directed by the County.
4. No seeding must be performed on frozen ground or when the temperature is 32 degrees Fahrenheit (°F) or lower.
5. Before seeding, all soils must be loosened with rototillers, disk harrows, chisel plows, or other approved equipment, to a minimum depth of 4 inches. All stones over ¾ inch in any dimension must be removed from the top 4 inches of soil by use of a "Rock Hound" or other means.
6. All seeding equipment must be calibrated before application to the satisfaction of the County so that the materials are applied accurately and evenly to avoid misses and overlaps. Seed installed by a broadcast spreader capable of placing seed at the rate specified on the seed package.
 - a. Hydroseeding applications must meet MSHA Section 705.
7. Seed must be applied within the top ¼ inches of the soil in two different directions. The Contractor must maximize the seed/soil contact by firming soil around the seed with a culti-packer, other similar equipment.
8. The Contractor must mulch and tack all seeded areas within 24 hours after seeding in accordance with specifications contained in MSHA Section 705.03.09.

Acceptance: Maintenance of Newly Seeded Areas:

1. If the project, in its entirety, is not accepted by the following seeding season, the Contractor must re-fertilize all of the grassed areas during the following seeding season.
2. Flooded, washed-out or otherwise damaged or defective areas of seeding, mulch, grade, swales or berms must be restored, and all grades re-established in accordance with plans.
3. Examples of delays in final acceptance of a project:
 - a. Improper Grades:
 - Low or high spots on flat ballfield-type areas.
 - Improper drainage such as swales, low areas, rip-rapped outlets and paved areas.
 - Washed out areas.
 - Exposed rock and log debris
 - b. Turf Grass Conditions:
 - Poor or thin stand; improper application of seed, dead grass; use of seed mixtures other than approved in the specifications.
 - Improper fertilizer application - Uneven spreading, insufficient amounts, failure to re-fertilize during extended acceptance.

Warranty: The Contractor must maintain a 1-year, 85% per 1,000 square foot area, care and replacement warranty on all permanent turf establishment. One year following final inspection and approval by the County, the Contractor must reseed all areas experiencing less than an eighty-five percent (85%) survival rate.

The warranty period begins after final inspection and approval by the County.

Payment: Permanent seeding and mulching must be measured and paid at the Contract unit price shown on the Schedule of Unit Prices. Payment is full compensation for furnishing and incorporating seed including all, materials, labor, equipment, tools, maintenance and warranty and incidentals necessary to complete the work.

SECTION 6006, TURFGRASS SOD ESTABLISHMENT

Line Item 6006-01: Sodding (SY) (Contingency)

DESCRIPTION:

Comply with Subsection 708.01 of MSHA unless noted otherwise on Task Order Documents.

This work consists of establishment of turfgrass sod as specified in the Task Order Documents.

MATERIALS:

Comply with Subsection 708.02 of MSHA unless noted otherwise on Task Order Documents.

Submittals:

1. At least one month prior to proposed installation date, the Contractor must submit documentation identifying the source of the sod and indicating that the sod was inspected and approved by the Maryland Department of Agriculture. Proposed sod must be approved by the Owner prior to installation.
2. Warranty: After the Contractor receives a Certificate of Initial Acceptance from the Owner, the Contractor must submit a written Warranty covering the establishment and maintenance of the turfgrass. The Warranty period shall begin from the date of the Certificate of Initial Acceptance

Sod

1. Sod must be of high quality and free from noxious weeds and excessive amounts of insects, diseases, and weed plants at the time of harvest. All sod must be laid on site no more than 36 hours after harvest. Sod must be 90/10 mix with 90% of any of the following varieties of tall fescue and at least 5% bluegrass:

Amigo	Chieftain	Guardian	Mesa	Rebel II
Apache	Finelawn 1	Hounddog	Mustang	Shenandoah
Bonanza	Finelawn 5GL	Jaquar	Olympic	Tribute

2. Sod pegs or stakes must be untreated wood pegs driven through and flush with sod. All slopes with grade 3 to 1 or steeper must be pegged at a minimum of 4 pegs per square yard of sod.
3. Water used in the establishment or sod must be free from any substance that is injurious to plant life.
4. Limestone applications must be determined by soil test results and recommendations and as approved by the Owner. Pulverized limestone must contain 50% calcium oxide equivalent (CaO)

or Ca Mg O) and ground to such fineness that at least 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.

5. Fertilizer applications must be determined by soil test results and recommendations and as approved by the Owner. Fertilizer must be 100 percent organic based fertilizer and meet the following specifications:
 - a. Organic Fertilizer (5-3-4) - The organic fertilizer must be 100% organic based fertilizer (free of synthetic materials). The fertilizer may be derived of fish by-products, cottonseed meal, alfalfa meal, feather meal, rock phosphate, kelp meal, cocoa meal, blood meal, dried whey, natural nitrate of soda, natural sulfate of potash, and magnesium sulfate, and must meet the following chemical requirements:

Total Nitrogen (N)	5.00%
Water Soluble Nitrogen	1.50%
Water Insoluble Nitrogen	3.50%
Available Phosphate (P ₂ O ₅)	3.00%
Soluble Potash (K ₂ O)	4.00%

CONSTRUCTION:

Comply with Subsection 708.03 of MSHA unless noted otherwise on Task Order Documents.

1. Only areas disturbed by construction shall be sodded in accordance with the Task Order Documents. Undisturbed areas must NOT be sodded.
2. Soil must be tested by an accredited soil testing laboratory for acidity (pH), phosphorous (P₂O₅), potassium (K₂O), soluble salts concentrations and organic matter.
3. All areas to be sodded must conform to the finished grades as specified on the Task Order Documents and be free of all weeds, trash, debris, brush, clods, stones and other foreign materials larger than 3 inches in diameter or length that would interfere with seeding, or future grass maintenance. All gullies, washes or disturbed areas that develop subsequent to final dressing must be repaired prior to sodding.
4. Sodding must be performed during the following time periods unless otherwise approved by the Owner:
 - a. Spring: March 1 through June 1
 - b. Fall: September 1 through November 15
5. Sod must not be placed on frozen ground or when the temperature is 32°F/0°C or lower. Frozen sod must NOT be laid.
6. The soil must be irrigated within 12 to 24 hours prior to laying the sod. Sod should not be laid on soil that is dry and powdery. During periods of high temperature and/or drought, the soil must be watered immediately prior to laying the sod.
7. Before sodding, all soils must be loosened with rototillers, disk harrows, chisel plows, or other Owner-approved equipment, to a minimum depth of 4 inches. All stones over ¾ inch in any dimension must be removed from the top 4 inches of soil by use of a "Rock Hound" or other means. Fertilizer and limestone application may be accomplished at this time according to the results of the soil test. Fertilizer and limestone must be evenly distributed on the seed and/or sod bed areas and worked into the depth of 3 inches.

8. All sod must be laid at right angles to slopes. Use longest possible rolls or lengths. Small pieces of sod may be used only to fill irregular areas; use only lengths of 4 feet or more in ditch inverts and swales. Sod joints must be staggered. All sod laid in ditches and/or swales must be staked.
9. Stake all sod on slopes of 3 to 1 or steeper with untreated wood pegs, or metal stakes. Stakes are to be driven flush with the sod.
10. Initial Watering must be provided as described in Category 700.
11. Rolling is imperative to a proper sodding operation and must be done prior to watering or after the ground has become firm. Rolling must be accomplished only with the standard Owner-approved turf equipment not over one ton.

Initial Acceptance: After the Contractor has completed its initial turfgrass sod installation (including soil preparation, soil loosening, fertilizing, staking, and initial watering), the Contractor shall submit a request for Initial Acceptance. An Owner Inspection will be conducted to verify completion. If complete, an Initial Acceptance Certificate will be issued at that time.

Warranty:

1. The Contractor must provide a written establishment, maintenance, and replacement Warranty on all turfgrass sod. The length of the Warranty shall be the longer of: a) one year or b) until adequate grass growth is obtained.
2. The Warranty period shall begin upon the date of the Initial Acceptance Certificate.
3. As necessary, the Contractor must re-sod all areas experiencing less than a 95% sod survival rate at its sole cost. As practicable, re-sodding shall be performed prior to May 15 of the year following Initial Acceptance.

Establishment and Maintenance of Newly Sodded Areas:

1. Maintenance of sod areas consists of fertilizing, watering, mowing, weeding, and re-sodding as necessary to obtain an Owner-approved stand of grass. These activities must continue until the work is finally accepted. If the Work, in its entirety, is not accepted by the following sodding season, it is the responsibility of the Contractor to re-fertilize all the grassed areas during the following sodding season. The actual timing and rate of application of the re-fertilization must be approved by the Owner consistent with MSHA 708.03.05. Proper maintenance of the turf will continue until the project is finally accepted.
2. When watering sod, the Contractor must monitor the water needs of the sod to maintain adequate moisture in the upper 4 inches of the soil. All watering must be accomplished using a hose with nozzle end breaker or watering probe to prevent damage to the plants and disturbance of mulch during the watering operation. Water must be applied at low water pressure directly to each plant, allowing water to be absorbed until saturated, but without runoff.
3. Flooded, washed-out, rilled or otherwise damaged or defective areas of sod, mulch, grade, swales or berms must be reconstructed, and all grades re-established in accordance with the grade plans or other Task Order Documents.
4. The Contractor must perform all mowing until Final Acceptance. Mowing must not remove more than one-half of the grass blade length. Heavy mowing, resulting in grass piles must be "double

mowed” or piles must be removed by the Contractor. Height of the grass must be maintained at 3 inches, unless otherwise specified.

5. The following are examples of deficiencies that will result in the Owner’s non-acceptance of the work:

a. Improper Grades:

- Low or high spots on flat ball field-type areas.
- Improper drainage such as swales, low areas, rip-rapped outlets and paved areas.
- Washed out or rilled areas.
- Exposed rock and log debris

b. Turf Grass Conditions:

- Poor or thin stand; improper application of sod, dead grass or sod; use of sod, other than specified in the specifications.
- Improper fertilizer application - Uneven spreading, insufficient amounts, failure to re-fertilize during extended acceptance.
- Persistent weeds established in turf areas.

Final Acceptance: When: 1) the Contractor has established adequate turfgrass establishment, and 2) a minimum of 11 months has elapsed since the date of the Initial Acceptance Certificate, the Contractor shall submit a request for Final Acceptance. Owner and/or Regulatory Inspections will be conducted to verify completion. If complete, Final Acceptance will be granted by the Owner at that time.

Final Acceptance will be granted when the turfgrass sod has grown at least 4 in., exhibits dark green color, has at least 95 percent coverage, and is firmly rooted into the soil.

If Establishment is not complete at the time of the Inspection, the Contractor shall take immediate steps to establish adequate coverage during the next planting season.

MEASUREMENT AND PAYMENT:

Payment shall be full compensation for furnishing and installing sod, including maintenance and Warranty, all materials, labor, equipment, tools and incidentals necessary to complete the work as specified in this Section and on the Task Order Documents.

Turfgrass Sod Establishment, including preparing soil, applying fertilizer, placing sod and fasteners, mowing, and watering will be measured and paid for at the Task Order unit price per square yard.

The Contractor shall be paid 100% of the Unit Price after Initial Acceptance and the County’s receipt of the Contractor’s written Warranty.

The cost of any Warranty work is incidental to the Unit Price; the Contractor shall perform all Warranty work at its own cost. **If the Contractor fails to perform any Warranty work, the Owner has the right to perform the work and back-charge the Contractor.**

SECTION 6100, WETLAND AND AQUATIC PLANTING:

Line Item 6100-01: Bare root (EA)

Line Item 6100-02: Plug - 2 Inch (EA)

Line Item 6100-03: Quart Pot (EA)

DESCRIPTION:

The work under this section consists of the furnishing, installing, and maintenance of the aquatic plants shown in the Contract Documents; and all planting operations necessary to complete the work as specified.

MATERIALS:

Plant List: The Contractor must furnish and install all wetland plant material shown on the drawings. Contractor must verify they can obtain the specified plants and quantities prior to its Bid. Any discrepancies or shortages of specified plant material must be reported to the Owner immediately.

Substitutions will not be permitted unless documentation is submitted by the nursery that a plant specified is not obtainable; if so documented, a substitution will be considered for use of nearest equivalent size or variety with an equitable adjustment of Contract Sum. Any such written substitution proposal must be submitted to the Owner one month prior to installation.

Quality:

1. All plant material supplied must be wet cultivated and free of all invasive plants. No other sources of cultivation will be accepted.
2. The Contractor must be aware of the site conditions and must take all prudent steps to ensure that the plant material specified in the Contract Documents are acclimated to aquatic conditions prior to delivery to the job site. If the plant material is available from sources where aquatic conditions are duplicated at the nursery, the Contractor should favor these sources as the supplier.
3. The plant material specified on the plans must have been propagated, germinated or otherwise developed from field-collected specimens growing within a 100-mile radius of the site.
4. The substrate must consist of a minimum of one foot in depth of clean inorganic/organic materials of which 80-90% by weight pass through a No. 10 sieve.

Delivery: The Contractor must notify the Owner of the delivery schedule two weeks in advance so the plant materials may be inspected upon arrival at the job site. All plants delivered for the specific restoration project must be unloaded, inventoried and grouped by plant species under the direct supervision of the onsite Landscape Foreman. The Owner must approve the delivery with the Landscape Foreman present and all signed delivery tickets matching the Owner-approved delivery must be provided to the Owner upon receipt of the delivery. The plants delivered must be moist and kept moist until planted. Plants not installed the day of delivery must be properly stored and protected from direct sun and wind.

Plant material must not be dropped or handled by the stems or foliage. Plant stems must be protected from being damaged, scarred or broken while being handled, stored, and transported by equipment.

Rejection: Any materials and/or work may be rejected by the Owner if the plant material does not meet the specifications. All rejected materials must be removed from the site by the Contractor within 48 hours. All rejected plant material must be documented by the Landscape Foreman and a copy listing the rejected plant material must be provided to the Owner within 48 hours.

Schedules: Submit final plant schedule listing plants to be installed one month prior to installation.

CONSTRUCTION:

Personnel: The Landscape Foreman must have 5 years or more documented successful experience in wetland plantings. All work must be performed by personnel familiar with the planting procedures under the direct supervision of qualified Landscape Foreman. The Contractor must submit installer qualifications verifying years of experience; include list of completed projects having similar scope of work identified by name, location, date, reference names and phone numbers.

Plantings to be conducted in accordance with MSHA 710, except as specified below

1. Planting Schedule - The following planting schedule must be followed unless otherwise directed by the Owner. Aquatic vegetation must be planted between:

March 15 to May 15, or

September 15 to November 15
2. Rootstock of aquatic plant material must be kept moist during transport from the source to the job site and until planted.
3. All excavated and finished borrow or topsoil must be free of noxious weeds. Noxious weeds that emerge must be removed each September by the Contractor for the duration of the maintenance guarantee.
4. The Contractor must install a temporary exclusion fence in the aquatic planting area as a barrier to waterfowl. Fence must consist of 1" x 1" stakes arranged in a grid pattern covering all newly planted vegetation. Maximum grid size must be 10 x 40 foot. Stakes must be connected by cotton string at 0-inch, 8-inch, and 1-foot elevations.
5. Prior to placement or installation of wetland plants, the Contractor must flag all plant material locations for approval. The Owner may require adjustments to plant material locations to meet field conditions. Actual planting must be performed during above periods only when weather and soil conditions are suitable and in accordance with locally accepted practice, as approved by the Owner. Deviation from the above planting dates will be permitted only when approved in writing by the Owner. Plant materials must be placed as indicated in the Contract Documents or as directed by the Owner and must follow other general planting practices by nursery tradesmen. Planting in stormwater ponds will require an 8-inch sod pin carefully placed through the root mass. The sod pin will help anchor the plant material until the roots are well established. The wetland plant material must be guaranteed to break dormancy.

Inspection and Initial Acceptance: In addition to the standard acceptance requirements, the Contractor must provide the Owner with a detailed "as-built" planting plan on a full-size copy of the Site Plan. The plan must show distinct, labeled planting areas. The plan must show the individual location of wetland plant species. As directed by the Owner, if the planting density is too high to reasonably show individual plant locations on the plans, the "as-built" planting plan

must be accompanied by a spreadsheet inventory of plants in each distinct planting area. The inventory must include the numbers of plants and species located in each distinct planting area.

Certificate of Acceptance: If the plant material, installation, and planting “as built” is satisfactory, the Owner will give written notice to the Contractor. The notice will constitute the Certificate of Acceptance, and the warranty period will begin from that date of the written notice.

Warranty: The Contractor will receive a Certificate of Acceptance from the Owner and the warranty period will begin from the date of the written notice. The Contractor must furnish a written warranty covering the wetland plants during the one-year warranty. The Warranty must provide wetland plant replacements for one year after acceptance of the work. The Contractor must replace all wetland plants which fail to grow, are not true to name, or are impaired to the extent that they will not grow properly as determined by the Owner. The Contractor must replace wetland plants before final inspection, as determined by the Owner. All replacement will occur during the specified planting season. The wetland plants acceptance rate is 100 percent at the end of the one-year warranty period.

Maintenance and Monitoring:

1. The Contractor must begin maintenance immediately after each plant is installed. Inspect plants daily during the installation period and perform maintenance during the one year from the beginning of the warranty period. The Contractor must provide all materials, labor and equipment to complete all landscape maintenance work for one year from the beginning of the warranty period.
2. Insect and Disease Control: The Contractor must monitor the site conditions on each visit to determine if any insect or disease or problems exist. The Contractor must immediately notify the Owner if problems exist.
3. Initial and Maintenance Watering must be provided as described in Category 700.

Final Inspection: The Contractor must conduct a final inspection with the Owner at the end of the one-year warranty period. The Contractor must notify the Owner within two weeks of the anticipated meeting. Any material that is dead must be replaced at no charge. Wetland plants must be considered dead when no live stems are present.

Replacements and Conditions: The Contractor must perform one-time replacement. Replacements will be made during the next appropriate planting period and the replacements will be of the same size and species as the original. Remove dead wetland plants and plant new wetland plants as originally specified. The Contractor must provide the Owner a record of the location and units of wetland plants dead and replaced.

PAYMENT:

The Contractor will provide units of material to be measured in quantities listed on the Schedule of Unit Prices. Payment must be full compensation for furnishing and installation, including all materials, labor, equipment, tools, and incidentals necessary to complete the work.

SECTION 6110, WETLAND SEEDING

Line Item 6110-01: Wetland Seeding (LB)

DESCRIPTION:

The work under this section consists of the establishment of wetland plants by seeding as specified in the Contract Documents. Standard mixes specified in Contract Drawings are a guide for the Contractor, but the County may develop new mixtures that do not increase the bid price. The seed must be fresh, clean, new seed crop composed of the following varieties specified and tested to the following minimum percentages of purity and germination. No work must be performed until authorized by the Owner.

MATERIALS:

Submittals:

1. One month prior to proposed seeding date, the Contractor must submit a proposed seeding schedule, Manufacturer's certificates of seed purity, and guarantees of germination in accordance with Maryland Seed Law and soil test results to the Owner for review and approval. No work must be performed until authorized by the Owner.
2. Before the seed is applied to the site, the Contractor must provide the Owner the seed tickets and manufacturer's invoice for the seed installed. The seed tickets and seed mixture being installed must match the mixture approved by the Owner.
3. Warranty: The Contractor will receive a Certificate of Acceptance from the Owner and the warranty period will begin from the date of the letter. The Contractor must furnish a written warranty covering the seeding installation.

CONSTRUCTION:

Seeding must be performed from March 1 through October 20 or as directed by the Owner. No seeding must be performed before heavy rain, on frozen ground, or when the temperature is 32°F/0°C or lower. Areas that have been heavily compacted must be disked or otherwise worked to a depth of 6 inches before planning. Topsoil or other organic matter must be included where needed.

Seeding

1. All areas disturbed by construction must be seeded in accordance with the Contract Documents and as directed by the Owner. Undisturbed areas must NOT be seeded.
2. Soil must be tested by an accredited soil testing laboratory for acidity (pH), phosphorous (P_2O_5), potassium (K_2O), soluble salts concentrations and organic matter.
3. All areas to be seeded must conform to the finished grades as specified on the Contract Documents and be free of all weeds, trash, debris, brush, clods, stones and other foreign materials larger than three inches (3") in diameter or length that would interfere with seeding. All gullies, washes or disturbed areas that develop subsequent to final dressing must be repaired prior to seeding. All areas on parkland must be approved by the MNCPPC Inspector before seeding is performed.
4. Seeding must be performed from March 1 through October 20 or as directed by the Owner.
5. No seeding must be performed before heavy rain, on frozen ground, or when the temperature is 32°F/0°C or lower.

6. Before seeding, all soils must be loosened with rototillers, disk harrows, chisel plows, or other Owner-approved equipment, to a minimum depth of four (4) inches. All stones over $\frac{3}{4}$ inch in any dimension must be removed from the top four (4) inches of soil by use of a "Rock Hound" or other means. Fertilizer and limestone application must be accomplished at this time according to the results of the soil test. Fertilizer and limestone must be evenly distributed on the seed bed areas and worked into the depth of three (3) inches. Areas that have been heavily compacted must be disked or otherwise worked to a depth of 6 inches before planning. Topsoil or other organic matter must be included where needed. If standing water is present, the Contractor must pump down the water according to the Montgomery County Erosion and Sediment Control requirements. No standing water must be present before and during seeding.
7. Seeding must be accomplished by using a broadcast spreader. Any alternative seeding methods must be approved by the Owner prior to Bid Submittal. All seeding equipment must be calibrated before application to the satisfaction of the Owner so that the materials are applied accurately and evenly to avoid misses and overlaps. Seed installed by a broadcast spreader capable of placing seed at the specified rate.
8. Seed must be applied within the top 1/4" of the soil in two different directions. The Contractor must maximize the seed/soil contact by firming soil around the seed with a cultipacker or other similar equipment.
9. Initial and Maintenance Watering must be provided as described in Category 700.
10. The Contractor must mulch and tack all seeded areas within 24 hours after seeding in accordance with specifications contained in MSHA Section 705.03.09.

Acceptance: Maintenance of Newly Seeded Areas:

1. Maintenance of wetland seeding areas consists of watering, and reseeding as necessary, to obtain an Owner-approved stand vegetation. If the project, in its entirety, is not accepted by the following seeding season, the Contractor must establish all of the seeded areas during the following seeding season.
2. Flooded, washed-out, rilled or otherwise damaged or defective areas of seeding, grade, swales or berms must be reconstructed, and all grades re-established in accordance with the grade plans or other Contract Documents.
3. Examples of delays in final acceptance of a project:
 - a. Improper Grades:
 - Low or high spots on flat areas.
 - Improper drainage such as swales, low areas, rip-rapped outlets and paved areas.
 - Washed out or rilled areas.
 - Exposed rock and log debris
 - b. Stand Conditions:

Poor or thin stand; improper application of seed mixtures, other than specified in the specifications.

Warranty:

1. The Contractor must maintain a one year, 85% survival rate per 1000 square foot area, care and replacement warranty on all seeding,
2. The period of care and replacement must begin after final inspection and approval of the initial installation of seed.
3. The Contractor must reseed all areas experiencing less than an eighty-five percent (85%) survival rate.

PAYMENT:

The Contractor must provide units of material to be measured in quantities listed on the Schedule of Unit Prices. Payment must be full compensation for furnishing and installation, including all materials, labor, equipment, tools, and incidentals necessary to deliver per Contract Documents.

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DIVISION 700: TRAFFIC MAINTENANCE

SECTION 7004, TRAFFIC

- Line Item 7004-01: Cones (EA)
- Line Item 7004-02: Drums (EA)
- Line Item 7004-03 Arrow Panels (UD)
- Line Item 7004-04: Steel Plates (SF)
- Line Item 7004-05: Flagger (HR)
- Line Item 7004-06: Metal Sign (EA)
- Line Item 7004-07: Portable Variable Message (UD)

Description: Most aboveground (AG) stormwater facilities (excepting Low Impact Development (LID) facilities) are located outside the County's Right-of-Ways (ROW) with adequate access to facilities from residential roadways, public school parking lots, etc. Generally, any traffic control or safety measures required to perform the maintenance of stormwater facilities in those areas is considered incidental to work performed. There may be a few facilities located within public ROWs classified as Arterial or Higher (80-foot ROW width or greater), or roadways within the business districts (Bethesda, Silver Spring, and Wheaton) where traffic control is required.

Materials and Execution: Arrow Panel (UD) - Must comply with MSHA Subsection 104.07 modified as follows: The Arrow Panel must be trailer mounted and can either be engine powered or solar powered. Whichever power source is used, the arrow panel must be capable of running overnight if necessary. For all maintenance activities within County ROWs, the Contractor must comply with the most recent edition of the Montgomery County Work Zone Traffic Control Standards Book. When required, the Contractor must submit a Traffic Control Plan for approval to DOT, Traffic Engineering and Operations Section. The Contractor must consider the time required to obtain permits in scheduling the work. Temporary Traffic Signs (SF) - Must comply with MSHA Subsection 104.08 modified as follows: Provide temporary traffic control signs as specified on Contract documents or as otherwise required to maintain traffic through a work zone. All signs and their use must conform to the requirements of MSHA Section 104.08, the latest edition of the Manual on Uniform Control Devices (MUTCD) Manual and the Montgomery County Work Zone Traffic Control Standards (MCWZTCS) Manual. All traffic control signs must have a black legend on an orange background, unless noted otherwise. Drums for MOT (EA) - Must comply with MSHA Subsection 104.12 modified as follows: Provide drums to maintain traffic through a work zone. During hours of darkness, a flashing light must be placed on the drums. Single and steady burn warning lights must be placed on drums used in a series for traffic channelization. Cones for MOT (EA) - Must comply with MSHA Subsection 104.14.

Payment: The payment will be full compensation for all material, lettering, labor, equipment, hardware, signposts, tools, installation and incidentals necessary to complete the work at the unit price as listed in the Schedule of Unit Prices. Signs, temporary concrete barriers, and steel plates are paid at the bid item price per work site used on site. Moving and installing signs, barriers, and steel plates from one job location to another during the same day is considered incidental to the work.

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DIVISION 8000: AS-NEEDED SERVICES

SECTION 8000, NON-PRE-PRICED ITEMS AND ALLOWANCES

Line Item 8000-01: Non-Pre-priced Items <\$5,000 (LS)

Line Item 8000-02: Non-Pre-priced Items >\$5,000 (LS)

Description: This Section provides administrative and procedural requirements for Non-Pre-priced Items (NPPI) for additional Work within the general scope of the Contract.

1. Non-pre-priced Items (NPPI) are for materials, supplies, or specialized equipment not included in the unit price Line Items that are required to perform the Work under the Contract.
2. NPPI that are necessary to complete the Work may be identified by the Owner or the Contractor, e.g., dredge material disposal cost.
3. NPPI Line Items may be invoiced only with the prior written approval by the County's Contract Administrator or Project Manager.
4. The NPPI is established in the Schedule of Unit Prices as two (2) Line Items. Compensation will be made as based on the value of the single item per Work Order as detailed below.

NPPI valued at less than \$5,000.00:

1. NPPI valued at less than \$5,000.00 (<\$5,000.00) per single item per Work Order, the costs must be limited to the actual cost of labor, materials, supplies, equipment, and actual rental cost of machinery and equipment, must be billed with NO markup.
2. NPPI valued at less than \$5,000.00 must be billed using the Line Item 8000-01. Supporting documentation, including receipts or bills of lading, must be included with the invoice showing no additional mark-up.

NPPI valued at greater than \$5,000.00:

1. NPPI valued at greater than \$5,000.00 (>\$5,000.00) per single item per Work Order must include a cost or price analysis report that is properly itemized and supported by sufficient substantiating data to permit evaluation.
2. NPPI must be supported with a minimum of three (3) quotations or estimates for the cost or price analysis. The Contract Administrator will determine in writing prior to authorizing the Work, the most cost-effective and responsive quote/estimate that will be used to perform the Work.
 - a. The Contractor will develop specifications containing the needed information to perform the Work. The Contract Administrator will approve the Specifications in writing prior to authorizing the Work.
 - b. NPPI costs must be limited to the actual cost of labor, actual cost of materials, supplies and equipment, actual rental cost of machinery and equipment, plus a fixed fee for profit and overhead (which includes office overhead and Site-specific overhead and general conditions) of ten percent (10%) if the Work is performed by the Contractor, or five percent (5%) if the Work is performed by a Subcontractor or Sub-Subcontractor. The term 'cost' as used in this Section is limited to the cost incurred in the actual performance of the Work. The total percentage of overhead and profit payable by the County (to both the Contractor and all sub-Subcontractors), regardless of the sub which performs the Work, shall not exceed twenty percent (20%).

- c. After using a NPPI valued greater than \$5,000.00, the unit price for the Work Item will be negotiated and fixed as a permanent pre-priced Line Item which will no longer require price justification. A new Line Item will be assigned by the Contract Administrator for future use on other Work Orders.
- d. NPPI valued at greater than \$5,000.00 must be billed using the Line Item 8000-02. NPPI shall be charged to the County at the rates provided in the Contractor's approved written cost estimate prepared in accordance with this paragraph.

Any NPPI exceeding \$50,000.00 in aggregate must include a cost and price analysis report for review and approval by the Office of Procurement.

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SECTION E - WEB-LINKS FOR DOCUMENTS AND FORMS:

Please note – The documents at the links in lines 5-12 below, which are herein referred to as 'Attachments,' must be included with your bid.

1. Central Vendor Registration System, www.mcipcc.net.
2. Frequently Asked Questions, Procurement, <https://www.montgomerycountymd.gov/PRO/vendor-resources/faq.html>.
3. MD-SDAT, <https://dat.maryland.gov/businesses/Pages/default1.aspx>, and <http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>.
4. Wage Requirements Law, Independent Contractor Certification, <https://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-193.pdf>.
5. **Attachment A:** Minority Business Program & Offeror's Representation, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf.
6. **Attachment B:** Minority, Female, Disabled Person Subcontractor Performance Plan and Sample MFD Report of Payments Received, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf, and www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf.
7. **Attachment C:** Wage Requirements for Services Contracts Addendum and Wage Requirements Certification Form and 501(c)(3). Nonprofit Organization's Employee's Wage and Health Insurance Form, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf.
8. **Attachment D:** Prevailing Wage Requirements for Construction Contract Addendum, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf.
9. **Attachment E:** Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf.
10. **Attachment F:** Local Business Subcontracting Performance Plan, www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-192.pdf.
11. **Attachment G:** Prevailing Wage Local Hiring Report, <http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-195.pdf>.
12. **Attachment H:** Prevailing Wage Law Local Hiring Attestation, <http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-196.pdf>.

SECTION F - PREVAILING WAGE RATES
INFORMATIONAL WAGE RATES

The wage rates listed below are published by the State of Maryland, Division of Labor and Industry, Prevailing Wage Unit.

The wage and fringe rates may change between the time of issuance of the wage determinations and the award of the public works contract. Therefore, prior to the award of the public works contract, verification must be made with the public body, to ensure that the rates contained in this determination are still prevailing.

These Informational Prevailing Wage Rates may not be substituted for the requirements of

pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

MONTGOMERY COUNTY		HIGHWAY CONSTRUCTION		Print Date Aug 08, 2024	
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
CARPENTER	AD	\$33.21		\$14.03	
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$33.21		\$14.03	
CEMENT MASON	AD	\$27.54		\$6.87	
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$33.21		\$14.03	
IRONWORKER - STRUCTURAL	AD	\$42.36	021	\$34.46	
LABORER - AIR TOOL OPERATOR	AD	\$29.15		\$8.82	
LABORER - ASPHALT PAVER	AD	\$29.15		\$8.82	
LABORER - ASPHALT RAKER	AD	\$28.45		\$8.82	
LABORER - BLASTER - DYNAMITE	AD	\$29.15		\$8.82	
LABORER - BURNER	AD	\$29.15		\$8.82	
LABORER - COMMON	AD	\$28.45		\$8.82	
LABORER - CONCRETE PUDDLER	AD	\$28.45		\$8.82	
LABORER - CONCRETE SURFACER	AD	\$29.15		\$8.82	
LABORER - CONCRETE TENDER	AD	\$28.45		\$8.82	
LABORER - CONCRETE VIBRATOR	AD	\$28.45		\$8.82	
LABORER - DENSITY GAUGE	AD	\$28.45		\$8.82	
LABORER - FIREPROOFER - MIXER	AD	\$28.45		\$8.82	
LABORER - FLAGGER	AD	\$28.45		\$8.82	
LABORER - GRADE CHECKER	AD	\$28.45		\$8.82	
LABORER - HAND ROLLER	AD	\$28.45		\$8.82	
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$29.15		\$8.82	
LABORER - JACKHAMMER	AD	\$28.45		\$8.82	
LABORER - LANDSCAPING	AD	\$28.45		\$8.82	
LABORER - LAYOUT	AD	\$28.45		\$8.82	
LABORER - LUTEMAN	AD	\$28.45		\$8.82	
LABORER - MASON TENDER	AD	\$29.15		\$8.82	
LABORER - MORTAR MIXER	AD	\$28.45		\$8.82	
LABORER - PIPELAYER	AD	\$29.15		\$8.82	
LABORER - PLASTERER - HANDLER	AD	\$28.45		\$8.82	

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
LABORER - SCAFFOLD BUILDER	AD	\$29.15		\$8.82
LABORER - TAMPER	AD	\$28.45		\$8.82
MILLWRIGHT	AD	\$37.65	033	\$14.86
PAINTER - BRIDGE	AD	\$42.93	033	\$15.58
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$31.88		\$10.17
POWER EQUIPMENT OPERATOR - BOOM TRUCK	AD	\$31.61		\$10.71
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - CRANE	AD	\$35.98		\$10.17
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$32.20	021	\$12.85
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$29.24	021	\$12.85
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$33.20		\$12.85
POWER EQUIPMENT OPERATOR - GRADER	AD	\$33.20		\$12.85
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$24.85		\$8.69
POWER EQUIPMENT OPERATOR - LOADER	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$32.33		\$9.97
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$31.46		\$11.51
POWER EQUIPMENT OPERATOR - PAVER	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$29.24		\$12.85
POWER EQUIPMENT OPERATOR - SCRAPER	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - SHOULDER MACHINE	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$29.24		\$12.85
POWER EQUIPMENT OPERATOR - SKIDDER	AD	\$35.81	033	\$19.70
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$36.30	021	\$14.05
STONE MASON	AD	\$43.16		\$20.48
TILE & TERRAZZO FINISHER	AD	\$27.68		\$11.83
TILE & TERRAZZO MECHANIC	AD	\$33.41	033	\$12.87
TRUCK DRIVER - DUMP	AD	\$22.50	021	\$7.00
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$22.50	021	\$7.00
TRUCK DRIVER - FLATBED	AD	\$22.36		\$7.84
TRUCK DRIVER - LOWBOY	AD	\$28.98		\$9.58
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$28.69		\$9.58
TRUCK DRIVER - TANDEM	AD	\$29.63		\$5.80
TRUCK DRIVER - TRACTOR TRAILER	AD	\$23.39	021	\$7.00
TRUCK DRIVER - WATER	AD	\$28.69		\$9.58

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of

pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

Modification Codes:

(AD) 17-209 Annual Determination from Survey Wage Data Received (CH) 17-211 Commissioners' Hearing

(CR) 17-208 Commissioners' Review (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AllSt.txt>.

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dlr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

SECTION G - STATEMENT OF ASSURANCES

The Bidder must attest by signature below that it is qualified to perform the Work and is in compliance with the conditions listed below. Further, the Bidder must provide the supporting documentation within ten (10) calendar days upon request by the County. Failure of the Bidder to demonstrate its minimum qualifications by successfully providing all requested information will result in rejection of the Bid at the sole discretion of the County. The Bidder must provide all requested information including resumes, certifications, and supporting documentation if requested by the County. **The qualifications must be those of the Primary Bidder.** The Primary Bidder must directly perform at least 70% of the aggregate cost of the work to be performed under the Contract.

Each item must be initialed and dated by the Signatory below:

- A. Registration, Licensing, and Taxation: The bidder affirms that it is registered to do business in the State of Maryland and carries all State and County required licenses to operate in Montgomery County. Further, the Bidder understands that the bidding Firm must remain in good standing with the Maryland Department of Assessment and Taxation (MD SDAT) continuously at the time of award, through Contract execution, and for the duration of the Contract. For additional information contact the Maryland Department of Labor, Licensing and Regulation (DLLR), at <http://dlr.maryland.gov/> and the Maryland Dept. of Assessment and Taxation (MD SDAT) at <http://dat.maryland.gov/Pages/default.aspx>.

Initial and Date: _____

- B. Inspections and Maintenance: Bidder affirms it has experience in stormwater management facility Maintenance and inspection and all employees, except office staff, hold a certificate of attendance awarded through a training program approved by the Department of Environmental Protection as required by the Code of Montgomery County Regulations 19.00.01.06.B, Qualifications of Maintenance Personnel. See Section D.1.A.

Initial and Date: _____

- C. County Disposal Requirements: Bidder affirms that it has the ability to comply with the Disposal requirements as required by the Code of Montgomery County Regulations 19.00.01.07, Disposal Requirements and can provide supportive documentation to the effect. See Section D.

Initial and Date: _____

- D. It is understood that failure to submit any of the above supporting information or documentation within ten (10) calendar days of the County's request may be sufficient cause for the County to consider the Bidder as nonresponsive.

I certify by signature below that the above statements are true and correct:

Signed by:

Firm Name (Print)

Authorized Officer

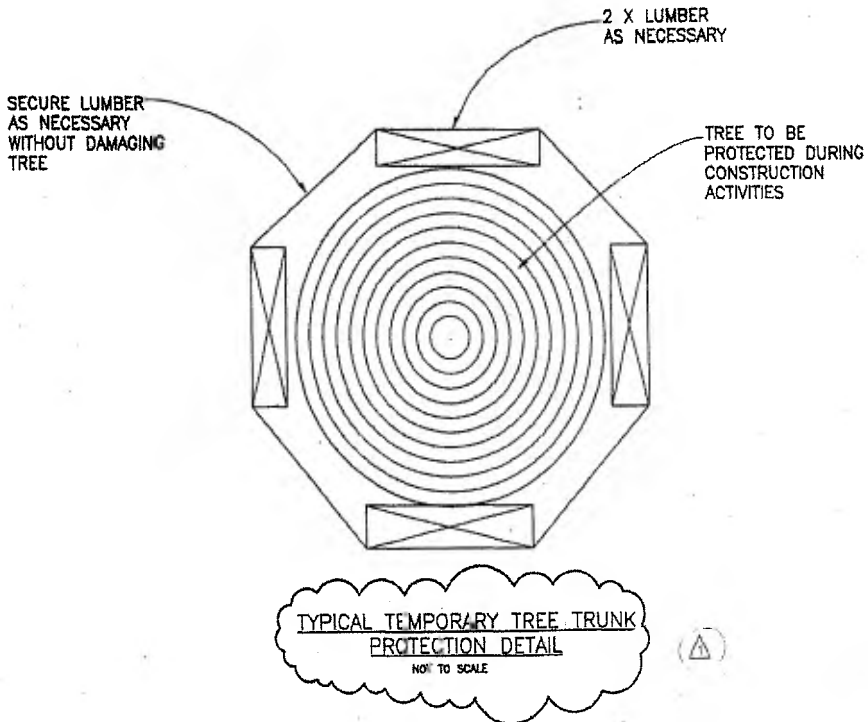
Date

Name (Print)

Title (Print)

SECTION H - STANDARD DETAIL

TREE TRUNK PROTECTION DETAIL



Tree Trunk Protection