



Howard County, Maryland

**OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501  
Columbia, MD 21046  
(410) 313-6370  
Tax Exemption No. 30001219

**PREVIEW**

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Contract Number: 4400003035

E&R SERVICES INC  
6222 SEABROOK ROAD  
LANHAM MD 20706  
USA

Service Contract	
Contract Number:	4400003035
Vendor Number:	1111047
Date:	04/20/2016
Contract Term:	04/20/2016 to 03/31/2018
Header Target:	\$550,000.00
Ceiling Value:	1,105,126.25 Over 5 Years
Buyer:	Robert Bowins
Telephone:	410-313-6375
Fax Number:	410-313-6388
Email:	rbowins@howardcountymd.gov

**Delivery Terms:** Free On Board Destination

**Payment Terms:** Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2016-31 and Agreement CA 29-2016, Roadway Utility Patching

Tier 1 - Individual task orders shall not exceed \$30,000.00

Performance and Payment Bonds No. HSA-MA-1335 \$50,000.00

Contract Change No. 2, 03/30/2017. This contract change is for the purpose of exercising the first of 4 one-year renewal options for the period of 04/01/2017 - 03/31/2018. All other terms and conditions remain unchanged.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Emilio Rodriguez, E & R Services, Inc., 301-805-1731, erservicesinc@comcast.net

Agency Contact: Joyce Parker, DPW/Utilities, 410-313-4941, jparker@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
2	91396	Paving/Resurface, Mobilization Price(Contract/Bid)	1 DAY	2,800.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Mobilization				
3	91396	Paving/Resurface,Superpave Surface		

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Item	NIGP Code	Description	Unit	Price
		9.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 9.5 mm PG 64-22, Level 2				
4	91396	Paving/Resurface, Superpave Surface 12.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 12.5 mm PG 76-22, Level 2				
5	91396	Paving/Resurface, Superpave Base 12.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 12.5 mm PG 64-22, Level 2				
6	91396	Paving/Resurface, Superpave Base 19.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 19.5 mm PG 64-22, Level 2				
7	91396	Paving/Resurface, Full Depth Patch 12.5mm		
		Price(Contract/Bid)	1 TON	300.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 12.5 mm PG 64-22, Level 2				
8	91396	Paving/Resurface, Full Depth Patch 19.5mm		
		Price(Contract/Bid)	1 TON	300.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 19.5 mm PG 64-22, Level 2				
9	91396	Paving/Resurface, S/SD Manhole Riser		

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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	400.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Furnish and Replace S/SD Manhole Riser (Risers less or equal to 2")				
10	91396	Paving/Resurface, Water Valve Boxes		
		Price(Contract/Bid)	1 EA	400.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Raising Water Valve Boxes (Risers 2" or less)				
11	91396	Paving/Resurface, Class 2 Excavation		
		Price(Contract/Bid)	1 YD3	60.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Class 2 Excavation				
12	91396	Paving/Resurface, Remove Blacktop Curb		
		Price(Contract/Bid)	1 FT	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Blacktop Curb				
13	91396	Paving/Resurface, Blacktop Curb Placement		
		Price(Contract/Bid)	1 FT	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Blacktop Curb Placement				
14	91396	Paving/Resurface, Remove Curb & Gutter		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard or Modified Combination Curb & Gutter				
15	91396	Paving/Resurface, Replace Curb & Gutter		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text:				

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Contract Number: 4400003035

Item	NIGP Code	Description	Unit	Price
Paving/Resurfacing, Utility Cuts, Replace Standard or Modified Combination Curb & Gutter				
16	91396	Paving/Resurface, Remove Standard Curb		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard Curb				
17	91396	Paving/Resurface, Replace Standard Curb		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard Curb				
18	91396	Paving/Resurface, Remove Concrete Driveway		
		Price(Contract/Bid)	1 YD2	126.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Existing Concrete Driveway Entrances				
19	91396	Paving/Resurface, Rplce Concrete Driveway		
		Price(Contract/Bid)	1 YD2	126.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Existing Concrete Driveway Entrances				
20	91396	Paving/Resurface, Temporary Striping		
		Price(Contract/Bid)	1 FT	3.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Temporary Striping				
21	91396	Paving/Resurface, Permanent Markings		
		Price(Contract/Bid)	1 FT	4.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings				





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Contract Number: 4400003035

Item	NIGP Code	Description	Unit	Price
22	91396	Paving/Resurface,Permanent Markng Symbls		
		Price(Contract/Bid)	1 FT2	25.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings, Numbers, Arrows and Symbols				
24	91396	Paving/Resurface, Minimum Fee		
		Price(Contract/Bid)	1 EA	2,500.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts				

**TERMS AND CONDITIONS APPLICABLE TO CONTRACTS**

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
  - a. Contractor's name;
  - b. Address;
  - c. Federal tax identification number;
  - d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
  - e. Purchase Order number (the first digit is 2XXXXXXXX);
  - f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
  - g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
  - a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be



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paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

**10. Remedies for Default**

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

**11. Remedies Cumulative and Concurrent**

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature



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Contract Number: 4400003030

GENERAL PAVING & CONTRACTING  
PO BOX 18202  
BALTIMORE MD 21227  
USA

Service Contract	
Contract Number:	4400003030
Vendor Number:	1102436
Date:	04/12/2016
Contract Term:	04/01/2016 to 03/31/2018
Header Target:	\$385,000.00
Ceiling Value:	1,105,126.25 Over 5 Years
Buyer:	Robert Bowins
Telephone:	410-313-6375
Fax Number:	410-313-6388
Email:	rbowins@howardcountymd.gov

**Delivery Terms:** Free On Board Destination

**Payment Terms:** Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2016-31 and Agreement CA 31-2016, Roadway Utility Patching

Tier 1 - Individual task orders shall not exceed \$30,000.00

Performance and Payment Bonds No. 9214006 \$50,000.00

Contract Change No. 1, 03/30/2017. This contract change is for the purpose of exercising the first of 4 one-year renewal options for the period of 04/01/2017 - 03/31/2018. All other terms and conditions remain unchanged.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Robert Quinn, General Paving & Contracting, 410-247-7428, bob@generalpavinginc.com

Agency Contact: Joyce Parker, DPW/Utilities, 410-313-4941, jparker@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
2	91396	Paving/Resurface, Mobilization Price(Contract/Bid)	1 DAY	2,750.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Mobilization				
3	91396	Paving/Resurface,Superpave Surface 9.5mm		

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Contract Number: 4400003030

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 TON	98.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 9.5 mm PG 64-22, Level 2				
4	91396	Paving/Resurface, Superpave Surface 12.5mm		
		Price(Contract/Bid)	1 TON	112.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 12.5 mm PG 76-22, Level 2				
5	91396	Paving/Resurface, Superpave Base 12.5mm		
		Price(Contract/Bid)	1 TON	95.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 12.5 mm PG 64-22, Level 2				
6	91396	Paving/Resurface, Superpave Base 19.5mm		
		Price(Contract/Bid)	1 TON	93.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 19.5 mm PG 64-22, Level 2				
7	91396	Paving/Resurface, Full Depth Patch 12.5mm		
		Price(Contract/Bid)	1 TON	173.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 12.5 mm PG 64-22, Level 2				
8	91396	Paving/Resurface, Full Depth Patch 19.5mm		
		Price(Contract/Bid)	1 TON	173.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 19.5 mm PG 64-22, Level 2				
9	91396	Paving/Resurface, S/SD Manhole Riser		
		Price(Contract/Bid)	1 EA	245.00 USD

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Contract Number: 4400003030

Item	NIGP Code	Description	Unit	Price
Material Text: Paving/Resurfacing, Utility Cuts, Furnish and Replace S/SD Manhole Riser (Risers less or equal to 2")				
10	91396	Paving/Resurface, Water Valve Boxes Price(Contract/Bid)	1 EA	100.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Raising Water Valve Boxes (Risers 2" or less)				
11	91396	Paving/Resurface, Class 2 Excavation Price(Contract/Bid)	1 YD3	66.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Class 2 Excavation				
12	91396	Paving/Resurface, Remove Blacktop Curb Price(Contract/Bid)	1 FT	28.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Blacktop Curb				
13	91396	Paving/Resurface,Blacktop Curb Placement Price(Contract/Bid)	1 FT	22.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Blacktop Curb Placement				
14	91396	Paving/Resurface, Remove Curb & Gutter Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard or Modified Combination Curb & Gutter				
15	91396	Paving/Resurface, Replace Curb & Gutter Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard or Modified Combination Curb & Gutter				

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Contract Number: 4400003030

Item	NIGP Code	Description	Unit	Price
16	91396	Paving/Resurface, Remove Standard Curb		
		Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard Curb				
17	91396	Paving/Resurface, Replace Standard Curb		
		Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard Curb				
18	91396	Paving/Resurface, Remove Concrete Driveway		
		Price(Contract/Bid)	1 YD2	275.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Existing Concrete Driveway Entrances				
19	91396	Paving/Resurface, Rplce Concrete Driveway		
		Price(Contract/Bid)	1 YD2	178.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Existing Concrete Driveway Entrances				
20	91396	Paving/Resurface, Temporary Striping		
		Price(Contract/Bid)	1 FT	0.75 USD
Material Text: Paving/Resurfacing, Utility Cuts, Temporary Striping				
21	91396	Paving/Resurface, Permanent Markings		
		Price(Contract/Bid)	1 FT	1.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings				
22	91396	Paving/Resurface, Permanent Markng		



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Item	NIGP Code	Description	Unit	Price
		Symbls		
		Price(Contract/Bid)	1 FT2	12.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings, Numbers, Arrows and Symbols				
24	91396	Paving/Resurface, Minimum Fee		
		Price(Contract/Bid)	1 EA	1,865.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
  - a. Contractor's name;
  - b. Address;
  - c. Federal tax identification number;
  - d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
  - e. Purchase Order number (the first digit is 2XXXXXXXX);
  - f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
  - g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
  - a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any



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profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

**10. Remedies for Default**

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

**11. Remedies Cumulative and Concurrent**

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature





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Contract Number: 4400003016

M.T. LANEY COMPANY INC  
5400 ENTERPRISE ST  
ELDERSBURG MD 21784  
USA

Service Contract	
Contract Number:	4400003016
Vendor Number:	1103817
Date:	03/30/2016
Contract Term:	04/01/2016 to 03/31/2018
Header Target:	\$715,000.00
Ceiling Value:	1,933,971.00 Over 5 Years
Buyer:	Robert Bowins
Telephone:	410-313-6375
Fax Number:	410-313-6388
Email:	rbowins@howardcountymd.gov

**Delivery Terms:** Free On Board Destination

**Payment Terms:** Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2016-31 and Agreement CA 30-2016, Roadway Utility Patching

Contract Change No. 1, 03/17/2017. This contract change is for the purpose of exercising the first of 4 one-year renewal options for the period of 04/01/2017 to 03/31/2018. All other terms and conditions remain unchanged.

Performance and Payment Bond No. MDC53156

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Carol Fogle, 410-795-1761 ext 216, cfogle@mtlaney.com

Agency Contact: Joyce Parker, DPW/Utilities, 410-313-4941, jparker@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	91396	Paving/Resurface, Maintenance of Traffic		
		Price(Contract/Bid)	1 DAY	3,500.00 USD

Material Text:

Paving/Resurfacing, Utility Cuts, Provide All Traffic Control for State and County Roads in accordance with Maryland State and Howard County traffic control regulations.

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Item	NIGP Code	Description	Unit	Price
2	91396	Paving/Resurface, Mobilization		
		Price(Contract/Bid)	1 DAY	7,500.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Mobilization				
3	91396	Paving/Resurface, Superpave Surface 9.5mm		
		Price(Contract/Bid)	1 TON	90.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 9.5 mm PG 64-22, Level 2				
4	91396	Paving/Resurface, Superpave Surface 12.5mm		
		Price(Contract/Bid)	1 TON	100.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 12.5 mm PG 76-22, Level 2				
5	91396	Paving/Resurface, Superpave Base 12.5mm		
		Price(Contract/Bid)	1 TON	86.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 12.5 mm PG 64-22, Level 2				
6	91396	Paving/Resurface, Superpave Base 19.5mm		
		Price(Contract/Bid)	1 TON	85.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 19.5 mm PG 64-22, Level 2				
7	91396	Paving/Resurface, Full Depth Patch 12.5mm		
		Price(Contract/Bid)	1 TON	140.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 12.5 mm PG 64-22, Level 2				
8	91396	Paving/Resurface, Full Depth Patch		

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Columbia, MD 21046  
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Tax Exemption No. 30001219

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Contract Number: 4400003016

Item	NIGP Code	Description	Unit	Price
		19.5mm		
		Price(Contract/Bid)	1 TON	140.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 19.5 mm PG 64-22, Level 2				
9	91396	Paving/Resurface, S/SD Manhole Riser		
		Price(Contract/Bid)	1 EA	225.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Furnish and Replace S/SD Manhole Riser (Risers less or equal to 2")				
10	91396	Paving/Resurface, Water Valve Boxes		
		Price(Contract/Bid)	1 EA	25.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Raising Water Valve Boxes (Risers 2" or less)				
11	91396	Paving/Resurface, Class I Excavation		
		Price(Contract/Bid)	1 YD3	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Class I Excavation				
12	91396	Paving/Resurface, Remove Blacktop Curb		
		Price(Contract/Bid)	1 FT	25.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Blacktop Curb				
13	91396	Paving/Resurface, Blacktop Curb Placement		
		Price(Contract/Bid)	1 FT	10.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Blacktop Curb Placement				
14	91396	Paving/Resurface, Remove Curb & Gutter		
		Price(Contract/Bid)	1 FT	31.00 USD



# Howard County, Maryland

## OFFICE OF PURCHASING

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Tax Exemption No. 30001219

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Contract Number: 4400003016

Item	NIGP Code	Description	Unit	Price
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard or Modified Combination Curb & Gutter				
15	91396	Paving/Resurface, Replace Curb & Gutter		
		Price(Contract/Bid)	1 FT	31.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard or Modified Combination Curb & Gutter				
16	91396	Paving/Resurface, Remove Standard Curb		
		Price(Contract/Bid)	1 FT	31.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard Curb				
17	91396	Paving/Resurface, Replace Standard Curb		
		Price(Contract/Bid)	1 FT	31.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard Curb				
18	91396	Paving/Resurface, Remove Concrete Driveway		
		Price(Contract/Bid)	1 YD2	130.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Existing Concrete Driveway Entrances				
19	91396	Paving/Resurface, Rplce Concrete Driveway		
		Price(Contract/Bid)	1 YD2	130.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Existing Concrete Driveway Entrances				
20	91396	Paving/Resurface, Temporary Striping		
		Price(Contract/Bid)	1 FT	3.00 USD
Material Text:				

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Tax Exemption No. 30001219

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Contract Number: 4400003016

Item	NIGP Code	Description	Unit	Price
Paving/Resurfacing, Utility Cuts, Temporary Striping				
21	91396	Paving/Resurface, Permanent Markings		
		Price(Contract/Bid)	1 FT	3.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings				
22	91396	Paving/Resurface, Permanent Markng Symls		
		Price(Contract/Bid)	1 FT2	70.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings, Numbers, Arrows and Symbols				
23	91396	Paving/Resurface, Graded Aggregate Base		
		Price(Contract/Bid)	1 TON	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Graded Aggregate Base				
24	91396	Paving/Resurface, Minimum Fee		
		Price(Contract/Bid)	1 EA	2,500.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts				

**TERMS AND CONDITIONS APPLICABLE TO CONTRACTS**

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract



Howard County, Maryland

OFFICE OF PURCHASING

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Contract Number: 4400003016

while this Contract is in effect, including any renewals thereof.

7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.

8. Invoices for release Purchase Orders against this Contract must include:

- a. Contractor's name;
- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature



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OFFICE OF PURCHASING**

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**ADDENDUM NO. 5**

January 27, 2016

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**Invitation for Bid No. 2016-31  
ROADWAY UTILITY PATCHING  
REVISED Opening Date: February 3, 2016 Time: 2:00 P.M.**

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This addendum is hereby made a part of this Invitation for Bid No. 2016-31. Please note the following change and submit the bid/proposal accordingly.

Change

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Change all references to the Opening Date from January 27, 2016 at 2:00 p.m. to February 3, 2016 at 2:00 p.m. due to the Winter Storm Jonas.

Please acknowledge addenda by signing below and returning with the bid. Failure to acknowledge this addendum may be cause for rejection of the bid.

**ADDENDUM RECEIVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

ACA







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**ADDENDUM NO. 4**

January 13, 2016

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**Invitation for Bid No. 2016-31  
ROADWAY UTILITY PATCHING**  
**Revised - Opening Date: January 27, 2016 Time: 2:00 P.M.**

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This addendum is hereby made a part of this Invitation for Bid No. 2016-31. Please note the following changes and clarifications and submit the bid accordingly.

**Changes / Information**

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1. Section A, Paragraph 4.1.2: Please **Delete** "Bid Deposit for Tier 1 is 5% of \$400,000.00 = \$20,000.00" and **Replace** with "Bid Deposit for Tier 1 is 5% of \$200,000.00 = \$10,000.00"
2. Section C, Paragraph 17.1: Please **Add** "where the width of the bottom of the cut is 15 feet or more."
3. Section C, Paragraph 19 through 19.3: Please **Delete** in its entirety and **Replace** with:  
"19 CLASS 2 EXCAVATION  
19.1 This item shall consist of the removal and disposal of existing pavement, sidewalks, curb, and combination curb and gutter where the width of the bottom of the cut is less than 15 feet.  
19.2 Measurement of Class I Excavation for which the Contractor is to be compensated will be determined in the field at the time of excavation.  
19.3 Payment for this item will be paid for at the stipulated unit price per cubic yard in the stipulated item for "Class 1 Excavation". Payment shall constitute full compensation for the furnishing of all labor, tools, equipment removal of and disposal of all excess material and all incidentals necessary to complete this item of work including cleanup."  
4. Section C, Paragraph 20.2: Please **Delete** "Mobilization will be measured and paid for at the Contract Lump sum price. The cost of all required insurance, bonds, etc. will be incidental to the Mobilization item." in its entirety and **Replace** with "Mobilization will be measured and paid for at the per day fee. The cost of all required insurance, bonds, etc. will be incidental to the Mobilization item."  
5. Section C, Paragraph 20.3 and 20.4: Please **Delete** in its entirety.  
6. Section F, Pages 2-5: Please **Delete** "Schedule of Prices Tier-1 and Schedule of Prices-Tier 2" in its entirety and **Replace** with "Revised Schedule of Prices Tier-1 and Revised Schedule of Prices Tier-2".

**Questions / Clarifications**

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1. Can bid quantities be changed to more accurately reflect the type of work performed within Tier 1?

**No, bid quantity reflects estimated annual usage.**

2. Can you clarify what constitutes Tier 1 as opposed to Tier 2? 200 tons of patching may be \$29,000.00, would this fall under Tier 1 or Tier 2.

**Tier 1 is defined as a job at 60 tons or less.**

3. According to SHA specs, excavation of patches is incidental to the SY or TON of patching required. Would you use Class 1 excavation in a Tier 1 job?

**No, Class 1 excavation is for Tier 2 jobs only. Class 2 excavation will be implemented for Tier 1 jobs. Please see the revised schedule of pricing**

4. You stated that Tier 1 MOT would be handled by the county, please clarify.

**Once the county supplies a list of locations, the Contractor will submit a schedule to the Project Manager. Based on the Contractor's submitted schedule and daily communication with the Project Manager, M.O.T will be scheduled and provided utilizing County employees. This is for Tier 1 jobs only; MOT has been removed from the schedule of pricing for Tier 1.**

5. Would you use 12.5 MM 76-22 on a Tier 1 patch? If we order 5 tons of 76-22, the plant is going to charge us \$750.00 per ton.

**We would like the pricing on the tonnage. A patch location may fall within SHA roadways so we need to have the pricing if that mix is required.**

6. Can you change the MOT on Tier 2 jobs to a per day unit?

**Yes, please see revised schedule of pricing.**

7. Could you clarify what Replace Existing Driveway Entrance constitutes?

**The entrance of a driveway is generally from the public easement to the property line. At the time of placement the locations will be clearly marked.**

8. Please clarify material in Permanent Markings. Also, you reference letters, numbers, arrows, but you only have a pay item per linear foot.

**The material to be used will be paint.**

9. Section A4.1.2 states that bid deposit for tier 1 shall be \$20,000, and Section A5 states that a performance bond for the full amount of award will be required. Will the award be \$400,000 or less? The line items will certainly add up to more than that amount.

**Please see revised Section A, Paragraph 4.1.2. The County intends to award multiple contractors estimated at \$200,000.00 each annually.**

10. Items 1, Maintenance of Traffic and 2 Mobilization have quantities of 100. 100 what?

**This reference has been removed from the revised schedule of prices.**

11. Items 18, Remove and Replace Driveway entrances and item 19 Replace Driveways have a unit price per square yard. What is the desired thickness of concrete?

**Estimate to be 6 inches.**

12. Items 23, Graded Aggregate Base and Item 24, Topsoil are also square yard prices. What thickness is desired?

**Item 23, depth is based on the County and MDSHA standards. The unit has been changed to tons, please see revised schedule of pricing.**

**Item 24, has been removed, please see revised schedule of pricing.**

13. Would you either provide the bid tabulations for the last two years or send me the link please.

**Tab Sheet for last solicitation IFB2011-20 is attached.**

14. Maintenance of traffic – can this be changed to units as “per-day?” It would actually probably be best for the county to hire this directly for both tier 1 and 2 and remove it from the bid list. If we bid on a per-day basis, we would have to assume that it will be a state road traffic zone setup, which is expensive. However, in some cases it might not require this level of set-up, which means that the county would be over-paying for this item since the contractor will still be getting paid for the unit bid price.

**We are removing it from the Tier 1 portion as stated in the meeting. The Tier 2 portion will be kept but will be based on a per day item instead of lump sum. Depending on the M.O.T. set up and our staffing will determine if the contractor will need to provide M.O.T. The contractor will be notified well in advance.**

15. Mobilization – I would recommend making this a variable unit based on the number of work sites we are assigned. If it is a lump sum, we will have to guess at how many mobilizations we will be assigned throughout the entire year, which is not possible to guess, so we will have to overestimate this number. I understand the concern of charging for extraneous mobilizations if it is based on number of mobilizations. But if it is based on number of job sites assigned, you will have control over how many mobilization charges are made, and we will be able to give you the best price possible because it will be a known variable.

**Unit has been changed to Per Day. Please see revised schedule of prices.**

16. Driveway entrances – can you give the specs and also make a separate line item for concrete driveway entrances and asphalt driveway entrances? That way, we will be able to give a more accurate (lower) price because the cost of replacing a concrete entrance is different than replacing an asphalt entrance.

**Please see revised schedule of prices.**

17. Pavement markings – I would suggest that there is a separate line item for thermoplastic and another one for paint because there is significant cost difference between the two. If they are lumped together as they currently are, it is an unknown variable which means you are not getting the best possible price.

**Pavement markings will be paint. If there is any need for Thermoplastic, the County will perform this task.**

18. GAB stone – what is this being used for? I would suggest a per-ton price instead of a square yard price because we don't know the specs for the depth.

**GAB when used will be placed according to the appropriate spec and will never be placed any thicker than 6" lifts (MDSHA roadways). The payment will be based on that depth when used.**

19. Topsoil – how deep should we figure we need to install topsoil? If it is variable, I would recommend a unit price based on cubic yards instead of square yards.

**This item has been removed from the schedule of pricing.**

20. Grass – is this dry seed, hydroseed, or sod? Are we responsible for ensuring it starts to grow, and therefore need to plan on watering the grass seed?

**This item has been removed from the schedule of pricing.**

21. Class 1 excavation – it doesn't seem like we need this line item to demolish concrete or pavement. It was my understanding that the demolish price would be built into the other tasks. For example, line item #14 price would include demolishing concrete and then installing new concrete. In contrast, line item #15 would only include installing new concrete. The same goes for asphalt patches, asphalt curb, concrete curb, and driveway entrances. Please provide clarity on scope of work for class 1 excavation vs. "remove and replace" line items.

**Class 1 excavation is going to be used for Tier 2 jobs and has been removed from Tier 1 jobs. Please see revised Section C, Paragraph 17.**

22. The Maintenance of Traffic and Mobilization items are listed as Lump Sum, and the item description communicates payment as 50% on first estimate, etc; however, the Schedule of Prices lists each item with a quantity of 100. Will each of the 100 units be paid daily?

**The 100 means 100 percent. Yes, it will be paid on a daily basis.**

23. Item #27 as shown on the Schedule of Prices does have a quantity listed. Should this cost be added into the Total Bid Price?

**Yes, the quantity will be 5. Please see revised schedule of pricing.**

24. The contract lists the value of the bid bond needed (\$20k and \$17,500) which is based on the estimated annual expenditure for each tier, and not our bid value itself. Will the Performance and Payment Bonds also be based on the \$400k and \$350k values for the different tiers, or on our bid value?

**Please see revised Section A, Paragraph 4.1.2. The bond is based on the estimated annual value of \$200,000.00 each for Tier 1 and \$350,000.00 for single award in Tier 2.**

**Attachments**

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1. Revised Schedule of Prices
2. Bid Tab Sheet for preceding solicitation IFB 2011-20.

**ADDENDUM RECEIVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

ACA

**HOWARD COUNTY, MARYLAND**

**REVISED SCHEDULE OF PRICES – TIER 1**

**Total Bid MUST include all prices for items 1-22**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>ESTIMATED ANNUAL QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1	Mobilization	Per Day	1		
2	Superpave Surface Course 9.5 mm PG 64-22, Level 2	Ton	1000		
3	Superpave Surface Course 12.5 mm PG 76-22, Level 2	Ton	1000		
4	Superpave Base Course 12.5 mm PG 64-22, Level 2	Ton	1000		
5	Superpave Base Course 19.5 mm PG 64-22, Level 2	Ton	1000		
6	Full Depth Patching 12.5 mm PG 64-22, Level 2	Ton	375		
7	Full Depth Patching 19.5 mm PG 64-22, Level 2	Ton	375		
8	Furnish & Place S/SD Manhole Riser (Risers less or equal to 2’)	Each	50		
9	Raising Water Valve Boxes (Risers 2’ or less)	Each	75		
10	Class 2 Excavation	Cubic Yard	475		
11	Remove and Replace Blacktop Curb	Linear Foot	250		
12	Blacktop Curb Placement	Linear Foot	500		
13	Remove and Replace standard or modified combination curb & gutter	Linear Foot	250		
14	Replace Standard Or Modified Combination Curb & Gutter	Linear Foot	500		
15	Remove And Replace Standard Curb	Linear Foot	250		
16	Replace Standard Curb	Linear Foot	500		
17	Remove and Replace Existing Concrete Driveway Entrances	Square Yard	150		

HOWARD COUNTY, MARYLAND

**REVISED SCHEDULE OF PRICES – TIER 1**

**Total Bid MUST include all prices for items 1-22**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>ESTIMATED ANNUAL QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
18	Replace Existing Concrete Driveway Entrances	Square Yard	250		
19	Temporary Striping	Linear Foot	1400		
20	Permanent Markings	Linear Foot	1400		
21	Permanent Markings (numbers, arrows and symbols)	Square Foot	250		
22	Minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts	Each	5		
<b>BID TOTAL</b>		\$ _____			

TOTAL BID PRICE\*

\$ \_\_\_\_\_

\* This figure should appear as Total Amount Of Bid on Total Amount Of Bid Form.

\*\* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

HOWARD COUNTY, MARYLAND

**REVISED SCHEDULE OF PRICES – TIER 2**

**Total Bid MUST include all prices for items 1-24**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>ESTIMATED ANNUAL QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1	Maintenance of Traffic	Per Day	1		
2	Mobilization	Per Day	1		
3	Superpave Surface Course 9.5 mm PG 64-22, Level 2	Ton	1000		
4	Superpave Surface Course 12.5 mm PG 76-22, Level 2	Ton	1000		
5	Superpave Base Course 12.5 mm PG 64-22, Level 2	Ton	1000		
6	Superpave Base Course 19.5 mm PG 64-22, Level 2	Ton	1000		
7	Full Depth Patching 12.5 mm PG 64-22, Level 2	Ton	300		
8	Full Depth Patching 19.5 mm PG 64-22, Level 2	Ton	300		
9	Furnish & Place S/SD Manhole Riser (Risers less or equal to 2")	Each	50		
10	Raising Water Valve Boxes (Risers 2" or less)	Each	75		
11	Class 1 Excavation	Cubic Yard	475		
12	Remove and Replace Blacktop Curb	Linear Foot	250		
13	Blacktop Curb Placement	Linear Foot	500		
14	Remove and Replace standard or modified combination curb & gutter	Linear Foot	250		
15	Replace Standard Or Modified Combination Curb & Gutter	Linear Foot	500		
16	Remove And Replace Standard Curb	Linear Foot	250		
17	Replace Standard Curb	Linear Foot	500		
18	Remove and Replace Existing Concrete Driveway Entrances	Square Yard	150		



HOWARD COUNTY, MARYLAND

**REVISED SCHEDULE OF PRICES – TIER 2**

**Total Bid MUST include all prices for items 1-24**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>ESTIMATED ANNUAL QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
19	Replace Existing Concrete Driveway Entrances	Square Yard	250		
20	Temporary Striping	Linear Foot	1400		
21	Permanent Markings	Linear Foot	1400		
22	Permanent Markings (numbers, arrows and symbols)	Square Foot	250		
23	Graded Aggregate Base	Ton	20		
24	Minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts	Each	5		
BID TOTAL		\$ _____			

TOTAL BID PRICE\* \$ \_\_\_\_\_

\* This figure should appear as Total Amount Of Bid on Total Amount Of Bid Form.

\*\* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

HOWARD COUNTY OFFICE OF PURCHASING  
GATEWAY BUILDING  
INVITATION TO BID – TAB SHEET

BID NUMBER: IFB 2011-20  
BID TITLE: Service Contract for Paving Utility Cuts  
OPENED BY: Michael Decker  
RECORDED BY: Julie Spencer  
DATE OF OPENING: October 20, 2010 TIME OF OPENING: 11:00 a.m.

BIDDER	TOTAL BID	BID BOND
P. Flanigan & Sons, Incorporated	\$355,345.00	5%
Monumental Paving & Excavating Inc.	\$513,900.00	5%
Bravo Equip. & Construction Co. Inc.	\$659,450.00	
A. J. Romano Construction Inc.	\$768,850.00	5%
Fort Myer Construction Corporation	\$1,045,300.00	5%
The American Asphalt Paving Co., LLC	\$1,328,500.00	5%



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**ADDENDUM NO. 3**

December 30, 2015

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**Invitation for Bid No. 2016-31  
ROADWAY UTILITY PATCHING  
Revised - Opening Date: January 27, 2016    Time: 2:00 P.M.**

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This addendum is hereby made a part of this Invitation for Bid No. 2016-31. Please note the following changes and clarifications and submit the bid accordingly.

**Changes / Information**

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1. Change all references to questions due by date from December 21, 2015 at 4:00 p.m. to January 13, 2016 at 4:00 p.m.
  2. Change all references to Bid Opening due by date from January 6, 2016 at 2:00 p.m. to January 27, 2016 at 2:00 p.m.
  3. Revised Price Pages will be forthcoming in an addendum.
  4. Responses to questions submitted will be forthcoming in an addendum.
- 

**ADDENDUM RECEIVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

ACA





**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING**

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[www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)

**ADDENDUM NO. 2**

December 2, 2015

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**Invitation for Bid No. 2016-31  
ROADWAY UTILITY PATCHING**

**Revised - Opening Date: January 6, 2016      Time: 2:00 P.M.**

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This addendum is hereby made a part of this Invitation for Bid No. 2016-31. Please note the following changes and clarifications and submit the bid accordingly.

**Changes / Information**

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1. Change all references to questions due by date from December 4, 2015 at 4:00 p.m. to December 21, 2015 at 4:00 p.m.
  2. Change all references to Bid Opening due by date from December 16, 2015 at 2:00 p.m. to January 6, 2016 at 2:00 p.m.
  3. Revised Price Pages will be forthcoming in an addendum.
  4. Responses to questions submitted will be forthcoming in an addendum.
- 

**ADDENDUM RECEIVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

ACA





**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501  
Columbia, Maryland 21046  
410-313-6370

[www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)

**ADDENDUM NO. 1**

November 16, 2015

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**Invitation for Bid No. 2016-31  
ROADWAY UTILITY PATCHING  
REVISED Opening Date: December 16, 2015 Time: 2:00 P.M.**

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This addendum is hereby made a part of this Invitation for Bid No. 2016-31. Please note the following date changes and attachment and submit the bid accordingly.

1. Change all references to questions due by date from November 20, 2015, at 4:00 p.m. to December 4, 2015 at 4:00 p.m.
2. Change all references to Bid Opening due by date from December 2, 2015, at 2:00 p.m. to December 16, 2015 at 2:00 p.m.
3. Please **Add** the Pre-bid sign-in sheet.

**Attachments**

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1. Pre-bid sign-in sheet

**ADDENDUM RECEIVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

ACA

**Pre-bid Conference:** Training Room, Bureau of Utilities,  
8270 Old Montgomery Rd, Columbia, MD 21045  
IFB No. 2016-31  
Date: November 13, 2015 at 8:00 a.m.

IT IS IMPORTANT TO COMPLETE THE GRAY AREAS OF THIS FORM AS IT WILL ASSIST HOWARD COUNTY'S ONGOING EFFORTS TO OBTAIN MBE/DBE/WBE PARTICIPATION.

PRINTED NAME OF REPRESENTATIVE	COMPANY NAME	IS YOUR COMPANY EB/MBE CERTIFIED?	TELEPHONE & FAX NUMBER	E-MAIL ADDRESS	INTERESTED IN BEING A SUB- CONTRACTOR? CHECK HERE
Joe Doherty	P. FLANIGAN	No	410-554-1946 410-467-3127	J.Doherty@PFLANIGAN.COM	
Paul Crawl	M P F E	No	410-695-0558	Paul.Crawl@PFLANIGAN.COM	
Tom Williams	P. Flanigan	No	410-467-5702	twilliams@pflanigan.com	
Charles Prehn	Just Solutions	No	410-365-8447 443-661-4177	JustSolutions@JSC.com	
Mike Veits	A.B. Veits and Sons	No	301-670-3800 301-977-2132	mike-jf@abveits.com	
Paul Hagerman	A.B. Veits	No	443 722-1000	Paul.Hagerman@abveits.com	
Emilio Rodriguez	EDR Services, Inc	yes	301-505-1931	edservicesinc@comcast.net	



## INVITATION FOR BIDS



Howard County, Maryland  
OFFICE OF PURCHASING  
6751 Columbia Gateway Drive, Suite 501  
Columbia, Maryland 21046

IFB No. 2016-31

### ROADWAY UTILITY PATCHING

OPENING: December 2, 2015 at 2:00 PM

PRE-BID CONFERENCE: November 13, 2015 at 8:00 AM

BUYER: Anna Anuszewski, Buyer

PHONE: (410) 313-6378

EMAIL: [aanuszewski@howardcountymd.gov](mailto:aanuszewski@howardcountymd.gov)



Formal IFBs and IFBs Results are available on the Website:  
[www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)

### KEY INFORMATION SUMMARY

<b>IFB No.:</b>	2016-31
<b>IFB Name:</b>	ROADWAY UTILITY PATCHING
<b>Issue Date:</b>	November 4, 2015
<b>Buyer:</b>	Anna Anuszewski aanuszewski@howardcountymd.gov 410-313-6378
<b>Pre-Bid Date:</b>	November 13, 2015 at 8:00 A.M.
<b>Pre-Bid Location</b>	Bureau of Utilities, Training Room 8270 Old Montgomery Rd, Columbia, MD 21045  Please register by contacting Karen Aghdassi at <a href="mailto:kaghdassi@howardcountymd.gov">kaghdassi@howardcountymd.gov</a>
<b>Questions Due and to Whom:</b>	Questions due no later than 4:00 p.m. on November 20, 2015. Submit questions to: Anna Anuszewski at <a href="mailto:aanuszewski@howardcountymd.gov">aanuszewski@howardcountymd.gov</a>
<b>Bid Due:</b>	December 2, 2015 @ 2 P.M.
<b>Mail/Deliver Bids to the Issuing Office:</b>	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
<b>Agreement Term:</b>	Per specifications
<b>Bid Deposit/ Performance Bond:</b>	Yes, both are required. Refer to Section A, paragraph(s) 4 and 5
<b>EBO Subcontracting Participation:</b>	10% Refer to Section F, Bid Submittals

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact Mr. Mahesh Sabnani, Equal Business Opportunity Coordinator, at 410-313-6370.

#### IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential bidder's responsibility to regularly visit the Office of Purchasing web site ([www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing)) for addenda to solicitations.

Howard County, Maryland  
Office of Purchasing  
Gateway Building, 5th Floor  
6751 Columbia Gateway Drive  
Columbia, Maryland 21046

INVITATION FOR BID 2016-31  
ROADWAY UTILITY PAVING

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>
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D	TECHNICAL SPECIFICATIONS	5
E	SAMPLE DOCUMENTS TO BE EXECUTED UPON CONTRACT AWARD	
	Performance Bond	4
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	Attachment to Contractor Agreement	3
F	BID SUBMITTALS	
	Bid Submittal Form Checklist	1
	Total Amount of Bid Form	1
	Addendum Identification and Acknowledgment	1
	Schedule of Prices	5
	Rain Forest Certification	1
	Corporation Information Sheet	1
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	Wage Rate Requirement for Service Contracts	2

**IMPORTANT:** ADVISE OFFICE OF PURCHASING IMMEDIATELY IN THE EVENT ANY  
OF THE ABOVE SECTIONS ARE MISSING.

# **INFORMATION FOR** **CONTRACTORS**

**INFORMATION FOR CONTRACTORS**

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**INFORMATION FOR CONTRACTORS**

**1. SUBMISSION OF BID DOCUMENTS**

- 1.1 This Invitation to Bid requires the return of all Bid Submittals, Section "F". Failure to return the required documents may be cause for rejection of bid.
- 1.2 The required bid documents shall be submitted, in Duplicate (an Original and 1 Copy), to the Howard County Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046 no later than the date and time specified in the Key Information Summary. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following the bid opening date.
- 1.3 Each bid must be submitted in a sealed envelope plainly marked to indicate its contents. The envelope shall be addressed to the Howard County, Maryland, Office of Purchasing at the address noted on the Key Information Summary and shall include the project name, capital project number (contract number if applicable), the bid opening date and the time of bid opening on the envelope. All bids shall be filed prior to the time and at the place specified in the Invitation for Bids, as amended by any applicable addenda. Bids received after the time of opening of bids will be returned to the Bidder unopened.
- 1.4 Proposals made on anything other than the attached documents will not be considered. Changes in phraseology of the proposal, additions, or limiting provisions, will render the proposal nonresponsive and may cause its rejection.
- 1.5 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.6 The Foreign Services Disclosure Form must accompany bids for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans; at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.7 All bidders must be familiar with the general conditions, terms, and regulations for the bid. In case of conflicts between the contract documents, the order of precedence shall be: (1) Addenda to Invitations for Bids; (2) Information for Contractors; (3) Special Provisions; (4) Plans (Drawings); (5) Technical Specifications; (6) Volume IV Design Manual, Standard Specifications and Details for Construction; (7) SHA Standard "Standard Specifications for Construction and Materials" (January, 2008).
- 1.8 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in writing not later than ten (10) days prior to the

scheduled opening of bids. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by addenda.

- 1.9 The submission of a proposal on this work and service will be considered as a representation that the bidder has carefully investigated (1) all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, (2) the entire area to be serviced as described in the attached specifications and other contract documents and that the bidder is fully informed concerning the conditions to be encountered; and (3) the character, quality and quantity of work to be performed and equipment and materials to be furnished. Also, that the bidder is familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.
- 1.10 Any quantities given under the various items of the proposal are approximate only and subject to increase or decrease, as provided in the contract, without changing the unit prices to be paid for the work.
- 1.11 Bidders must not change any item in the proposal for which the County has stipulated a price. Any such change will cause rejection of the proposal.
- 1.12 The right is hereby reserved to reject any or all proposals, and to waive informalities as the interest of the County may require.

2. **PRE-BID MEETING**

A pre-bid meeting will be held in the Howard County Bureau of Utilities Training Room at 8270 Old Montgomery Road, Columbia, Maryland 21045. Bidder attendance is not required but strongly encouraged.

3. **PROJECT MANAGER**

The Howard County Project Manager for this contract is Mr. George Gibson, telephone number: (410) 313-4971.

- 3.1 The Project Manager may have an authorized representative that will work daily with the Contractor during the lifetime of the project. The Project Manager or his representative will be available for problems that arise during the course of the project.
- 3.2 The Project Manager shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans, specifications and special provisions; and all questions as to the acceptable fulfillment of the contract on part of the Contractor.
- 3.3 The Project Manager shall determine the amount and quantity of work performed and materials which are to be paid for under the contract.

- 3.4 The Project Manager shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out the provisions of the contract.
- 3.5 In carrying out any of the provisions of the contract, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the County, Project Manager or other authorized representatives either personally or as officials of the County, it being understood that in all such matters they act solely as representatives of the County.
- 3.6 In the event the Project Manager finds the materials or the finished product in which the materials are used or the work and or workmanship performed are not in reasonable close conformity with the contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- 3.7 In the event the Project Manager finds the materials or the finished product in which the materials used are not in conformity with the contract requirements but that acceptable work has been produced, the Project Manager shall then make the determination if the work shall be accepted. In this event the Project Manager will document the basis of acceptance by a change order which will provide for an appropriate adjustment on the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.

4. **BID DEPOSIT**

- 4.1 A bid deposit, in the form of a certified check, cashier's check, or bid bond, shall accompany this proposal. The bid deposit shall be made payable to "Director of Finance, Howard County" and shall be issued for an exact dollar amount.
  - 4.1.1 Bid deposits shall be submitted for only one Tier in which you are submitting pricing as directed in Section F.
  - 4.1.2 Bid deposit for Tier 1 is 5% of \$400,000.00 = \$20,000.00
  - 4.1.3 Bid deposit for Tier 2 is 5% of \$350,000.00 = \$17,500.00
- 4.2 Bid deposits in the form of certified checks will be returned to the unsuccessful bidders upon the award of the Agreement(s), and to the successful bidder(s) upon execution of the Agreement(s) and the meeting of bond requirements, if applicable.
- 4.3 The successful bidder's failure to execute the Agreement or meet bond requirements within ten working days after the award shall result in the deposit being forfeited to the County as liquidated damages.

5. **PERFORMANCE/PAYMENT BOND**

A performance bond and payment bond for the full amount of the contract price shall be required of the successful bidder within 10 days after award notification. Said bond shall be issued by a surety company subject to approval of Howard County.



6. **BIDDER'S QUALIFICATIONS**

- 6.1 Bidders shall be actively engaged in road patching, resurfacing and concrete construction and repair work for a period of no less than five years. Bidders shall document this experience on the Qualifications Questionnaire (Section F), and provide a detailed list of recently completed projects meeting the specified experience requirements. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least 5 years of demonstrated experience of reliability and meets the criteria set forth herein.
- 6.2 The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder. Bidders may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.
- 6.3 The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
- 6.4 The County reserves the right to inspect the Bidders' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
- 6.5 Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive.

7. **METHOD OF ORDERING:**

- 7.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 7.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.
- 7.3 For both Tier 1 and Tier 2 the project manager shall request to meet with the contractor and/or his representative to review and discuss the existing conditions of a proposed location as necessary.

- 7.4 The contractor(s) for both Tier 1 and Tier 2 shall provide a schedule timeline for completion.

8. **METHOD OF AWARD:**

- 8.1 The County intends to make multiple awards at Tier 1 and a single award at Tier 2 to primary Contractors for the line item(s) as a group, effectively to the lowest responsive and responsible Contractors meeting all the specifications, having submitted all the required documents, and meeting all necessary experience and reference requirements for the Total Bid. The estimated annual quantities specified in Section D, Paragraph 5 represents the estimated total volume of work for all Contractors combined per tier.
- 8.2 The assignment of work shall be at the sole discretion of the County. The Contractor(s) shall waive any claim of either Contractor against the County for extra compensation or damages arising out of assignment of work by the County.

9. **BILLING AND PAYMENT:**

- 9.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Bureau of Utilities, 8270 Old Montgomery Road, Columbia, MD 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
- 9.2 The Contractor shall submit the original and one (1) copy of the invoice for payment. The Contractor shall submit separate monthly invoices for each Purchase Order issued. At such time the County's Project Manager will review for approval.
- 9.3 Each invoice shall include the following information:
- 9.3.1 Contractor's name;
  - 9.3.2 Address;
  - 9.3.3 Federal tax identification number;
  - 9.3.4 Contract number if applicable (i.e., 44XXXXXXXXX);
  - 9.3.5 Purchase order number
  - 9.3.6 Date of invoice
  - 9.3.7 Amount of invoice submitted
  - 9.3.8 Total amount invoiced to date
  - 9.3.9 Contract line item number
  - 9.3.10 Unit price and extended line item price (unit price must match a contract line item)
  - 9.3.11 Amount of contract award ( including change orders, if any)
  - 9.3.12 Amount of retainage in contract to date
  - 9.3.13 Amount of retainage due
  - 9.3.14 Description of work completed including:
    - 9.3.14.1 Time frame work was completed
    - 9.3.14.2 Locations work was completed
    - 9.3.14.3 Sizes of the areas work was performed (i.e. patch sizes)
  - 9.3.15 The invoice for final payment must be stamped as "FINAL"

- 9.4 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 9.5 Delivery tickets signed by authorized County personnel shall accompany invoice.
- 9.6 A Contract will be considered as successfully fulfilled when the work has been completed in accordance with the terms of the Contract; when final acceptance has occurred; when final payment has been authorized; when all obligations of the Contractor and his surety have been compiled with; and when the final payment has been made.
- 9.7 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this is appropriate.
- 9.8 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 9.9 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.

10. **WORK SCHEDULE**

- 10.1 The County observes a five-day workweek and the following holidays:

January 1	New Year's Day
January (3 <sup>rd</sup> Monday)	Martin Luther King Day
February (3 <sup>rd</sup> Monday)	President's Day
March or April	Good Friday
May (fourth Monday)	Memorial Day
July 4	Independence Day
September (1 <sup>st</sup> Monday)	Labor Day
October 12	Columbus Day
November 11	Veterans Day
November (4 <sup>th</sup> Thursday)	Thanksgiving Day
November (4 <sup>th</sup> Friday)	Day after Thanksgiving
December 25	Christmas Day

- 10.2 If any holiday occurs on Sunday, the following Monday shall be considered a holiday. If the holiday occurs on Saturday, the Friday immediately preceding shall be considered a holiday.
- 10.3 The Contractor will not be permitted to work on the above-mentioned holidays or Saturdays unless requested 72 hours in advance by written notice. The Project Manager will authorize this in writing and the Contractor will not be charged for the inspector's time. In the event that the Contractor fails to work its forces as indicated in its written request, it shall be charged a minimum of one-half (1/2) day for inspection time at the overtime rate.

- 10.4 The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the Project Manager in writing.
- 10.5 In case of emergency, which may require that work be done on Saturdays, Sundays, Holidays, or longer than eight hours per day, the Contractor shall request permission of the Project Manager to do so. If, in the opinion of the Project Manager, the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager a bona fide emergency exists, he may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.
- 10.6 The Contractor shall provide the Project Manager at least 48 hour notice if the Contractor is unable to perform the assigned work for any reason other than an un-controllable event.

11. **PROHIBITIONS AGAINST DISCRIMINATION**

The Contractor and all subcontractors shall not engage in any unlawful employment practice prohibited by law in connection with the work to be done under this contract. The Contractor shall not discriminate against any employee or applicant on the basis of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, creed, color or national origin.

12. **COOPERATIVE PURCHASING**

- 12.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 12.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

13. **PROTEST**

Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.

14. **AUTHORITY**

Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.

15. **MARYLAND REGISTRATION**

Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling 410-767-1184 or Toll Free 888-246-5941.

16. **BACKGROUND CHECKS AND INVESTIGATIONS**

16.1 If a Contractor's employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.

16.2 The Contractor shall assume the cost to have background checks done for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and an in-depth background checks referred to as "investigations". The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.

16.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building. The checks or investigations will be conducted by the County. The Contractor shall submit the proper forms (provided by the County) to the appropriate County agency, which will be determined if background checks or investigations are necessary.

16.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.

16.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.

16.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

17. **LIQUIDATED DAMAGES**

- 17.1 Time is an essential element of the contract and it is important that the work be vigorously prosecuted until final acceptance. The Contractor understands and agrees that the County and the general public will suffer financial loss and/or inconvenience if the project is not substantially complete on the date set forth in the Agreement. The County and the Contractor agree that the amount of financial loss and/or inconvenience is not subject to accurate estimation and the actual damages are not easily ascertained. Therefore, the County and the Contractor agree that the amount of \$500 per day for liquidated damages set forth in the Agreement is a reasonable forecast of the just and fair compensation for the harm that would result from the Contractor's failure to timely complete the work.
- 17.2 For each day that the work shall remain uncompleted beyond the contract time, the Contractor and/or the surety shall be liable for liquidated damages in the amount provided for in the Agreement, provided, however, that due account shall be taken of any adjustment of the contract time.
- 17.3 Scheduled completions in excess of two weeks shall be subject to liquidated damages.

# **GENERAL CONDITIONS**

**GENERAL CONDITIONS**

The Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction, approved and adopted on May 7, 2007 and all subsequent amendments are hereby made a part of this contract. Where reference is made herein or on the Contract Drawings to the Standard Specifications, or Details, it shall be interpreted to refer to the above Howard County Specifications.

Where reference is made to the General Conditions, it shall refer to the General Conditions contained in the above referenced Howard County Design Manual, Volume IV, Standard Specifications and Details for Construction.

In addition; Howard County officially adopted the Maryland Department of Transportation State, Highway Administration's "Standard Specifications for Construction and Materials", dated July, 2008.

All work performed and all materials furnished shall be in conformity with the contract requirements. All work and materials which do not conform to the requirements set forth in this contract will be considered unacceptable unless otherwise determined acceptable by the Project Manager.



# **SPECIAL PROVISIONS**

**SPECIAL PROVISIONS**

**1. CONSTRUCTION**

- 1.1 Saw-cut pavement to full depth the area to be repaired to the specific width and length as required. Excavate, trim to the proper shape to the specific depth required. Excavation will normally be no less than 6 feet in width. Keep the disturbance to the base material to a minimum. The faces of the remaining pavement shall be square and vertical without ragged edges. Do not use equipment that could damage the existing pavement. Protect all sections designated to remain from being damaged. The repair or replacement of damaged areas outside those specified will be repaired or replaced at no additional cost to the County.
- 1.2 The designated County representative will evaluate the aggregate sub-grade base of the FDP and determine if it is suitable. When and if it is determined to be unstable compact the area as specified. When the existing sub-grade material is deemed unsuitable remove all soft and unsuitable material as directed and replace with material with graded aggregate base. This operation is defined as the removal of unsuitable material.
- 1.3 Place and compact the replacement aggregate material in lifts no greater than 6" inch lifts in depth. Immediately after placement, compact the material to required density of 100 percent of the maximum dry density of the top 1 foot of material.
- 1.4 When GAB is used as replacement for unsuitable material below top 1 foot of grade; place in 6" inch lifts and compact the material to no less than 97 percent of the maximum dry density.
- 1.5 Upon placement graded aggregate base material and or the removal of temporary cold mix or temporary asphalt, steel plate(s), and pins (if used) clean area and allow surface to dry sufficiently if applicable. Once area is sufficiently dry, remove all loose and foreign materials from surface and clean all vertical surfaces of the adjacent pavement. Cleaning of the streets shall be the responsibility of the Contractor. The Contractor shall use any method that is found to be acceptable to the County. Methods may include, but are not limited to, mechanical brooming, hand brooming or the use of compressed air. The use of water is strictly prohibited. No additional compensation shall be paid to the Contractor for this process.
- 1.6 After area is sufficiently dry, thoroughly clean the area of foreign material and apply tack coat to the exposed vertical surface(s) of the adjacent pavement. A tack coat of asphalt emulsion (AE-4) will be applied at the rate of five-hundredths (0.05) gallon per square yard to the cleaned surface. The Asphalt Distributor shall be approved by the Department of Public Works before the material is used, in accordance with the Howard County Design Manual which has adopted the Maryland State Highway Administration Specifications as amended. The tack coating shall not be placed more than one (1) hour in advance of the placement of the bituminous mixture. Where conditions permit, a truck distributor shall be employed to apply the tack coat.
- 1.7 Spread the HMA mixture by shovel, rake, or other approved method. Manual operations will be permitted for placement of the HMA. Compact placed HMA by using conventional methods.
- 1.8 Upon completion of HMA placement for the patch, the area will be cleaned by sweeping or oil free air blasting method. After the area is sufficiently cleaned of all loose and foreign materials the joint surrounding the patch shall be sealed with a designated crack filler material. The joint Sealing will not be paid separately but will be incidental to the HMA item.

- 1.9 Each day complete all repairs for which excavation has been completed. Do not leave open excavated areas at the end of the work day.
- 1.10 Complete patch construction as specified in applicable portions of Sections 504 and 505 of the book of Standard Specifications for Construction and Materials, Maryland Department of Transportation, State Highway Administration, July, 2008.
- 2 FULL DEPTH PATCHING (FDP) EXISTING PAVEMENT
  - 2.1 This work shall consist of the removal of the full thickness of the pavement sections designated for repair to the top of the graded aggregate base material and including but not limited to replacement of the graded aggregate base material if necessary, and the replacement of said materials from the excavated elevation to the final surface grade elevation as directed by the County. The locations of patch area will be marked in advance by the County prior to the work.
  - 2.2 Excavation will be performed by conventional methods. Excavation will normally be 6 feet in width and from 6 inches to 24 inches in depth. All excavated areas must be repaved to within 1½ inches or 2 inches of finished grade at the end of the work day as directed by the County.
  - 2.3 Superpave base shall be placed in maximum 4 inch compacted lifts. All patching joints must be sealed by the Contractor.
  - 2.4 Full depth patching of existing pavement will be paid for at the unit price bid per ton which compensation shall include, the removal and disposal of excavated material, replace base and surface courses, joint sealing, tools, labor, equipment and all other incidentals necessary for its completion.
  - 2.5 Material shall meet the requirements of Section 505 "Hot Mix Asphalt Patches" -Standard Specifications for Construction and Materials", Maryland Department of Transportation, State Highway Administration, July, 2008.
- 3 WHEN PATCHING AROUND VALVE BOX CLUSTERS (Defined as Three (3) or more valve boxes in close proximity to each other)
  - 3.1 When placing HMA around valve box clusters in roadways a combination of rigid and flexible materials will be combined in the repair of rigid, flexible, or composite pavements by removing part or all of a section of existing pavement and replacing the removed materials using hot mix asphalt (HMA) and other materials as specified.
  - 3.2 Keep the disturbance to the base material to a minimum. The faces of the remaining pavement shall be square and vertical without ragged edges. Do not use equipment that could damage the existing pavement.
  - 3.3 Protect all sections designated to remain from being damaged. The repair or replacement of damaged areas outside those specified will be repaired or replaced at no additional cost to the County.
  - 3.4 CONSTRUCTION
    - 3.4.1 EXCAVATION: Saw-cut area to the specific width required. Excavate, trim to the proper

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shape to the specific depth required. Compact subgrade to no less than 95 percent density per T 180 Method C. Remove all soft and unsuitable material as directed and replace with material with graded aggregate base. Compact the replacement aggregate material in lifts no greater than 4in. depth. Prior to placement of concrete and HMA all valve boxes shall be adjusted to grade.

3.4.1.1 Saw cuts will not be paid separately but the item will be incidental to the HMA item.

3.4.2 CONCRETING: Prior to concrete placement, moisten the subgrade with as much water as it can absorb without deteriorating the integrity of the sub-grade. Place mix #9 concrete to proposed grade elevation. Consolidate concrete by spading or other approved method.

3.4.3 FINISHING: Strike off concrete to the specified cross section, float and apply a broom finish. Limit any deviation from grade to no more than ¼ inch in 10 feet.

3.4.4 CURING: Immediately following the finishing of the placed concrete, place a layer of burlap on the freshly placed concrete. Overlap the burlap to provide a double thickness on the entire surface. Saturate the burlap with water prior to placement.

3.4.4.1 Curing of concrete will not be paid separately but the item will be incidental to the stipulated line item.

3.4.5 STEEL PLATES: Have readily available on site an ample supply of 1 inch thick steel plates to cover and protect the patch area until the concrete has developed sufficient strength. After placement of burlap cover the entire area with steel plates and pin to the existing roadway surface. Place temporary cold mix asphalt around entire plate(s) and pins. Slope temporary cold mix asphalt at a rate of 10' horizontally for every inch vertically for the approach and exit of the plate and no less than 3' horizontally for every inch vertically.

3.4.5.1 Steel Plating will not be paid separately but the item will be incidental to the M.O.T. item.

3.4.6 TEMPORARY COLD MIX ASPHALT: Have readily available on site ample supply temporary cold mix asphalt. Place temporary cold mix asphalt around entire plate(s) and pins. Slope temporary cold mix asphalt at a rate of 10' horizontally for every inch vertically for the approach and exit of the plate and no less than 3' horizontally for every inch vertically.

3.4.6.1 Temporary Cold Mix Asphalt will not be paid separately but the item will be incidental to the M.O.T. item.

3.4.7 PATCH CONSTRUCTION and HMA PLACEMENT

3.4.7.1 Complete patch construction as specified in applicable portions of Sections 504 of the MDOT/MDSHA book of Standard Specifications for Construction and Materials.

3.4.7.2 Upon removal of temporary cold mix asphalt, pins, plate(s) and burlap clean area and allow surface of concrete to dry. Once area is sufficiently dry, remove all loose

and foreign materials from surface and clean all vertical surfaces of the adjacent pavement and apply tack coat.

3.4.7.3 Spread the HMA mixture by shovel, rake, or other approved method. Manual operations will be permitted for placement of the HMA. Cores, control strip and pavement profile measurements are waived.

3.4.8 JOINT SEALING

Upon completion of HMA placement for the patch, the area will be cleaned by sweeping or oil free air blasting method. After the area is sufficiently cleaned of all loose and foreign materials the joint surrounding the patch shall be sealed with a designated crack filler material.

3.4.8.1 Joint Sealing will not be paid separately but the item will be incidental to the HMA item.

4 HOT MIX ASPHALT

4.1 9.5 MM SUPERPAVE SURFACE, PG 64-22, LEVEL 2

4.1.1 This work shall consist of the furnishing and placement of 1½ -inch or 2 -inch of Hot Mix Superpave 9.5 mm for surface, PG 64-22 along roadways, as marked by the County.

4.2 12.5 MM SUPERPAVE SURFACE, PG 64-22, LEVEL 2 OR  
12.5 MM SUPERPAVE SURFACE, PG 76-22, LEVEL 2

4.2.1 This work shall consist of the furnishing and placement of 1½ -inch or 2 -inch of Hot Mix Superpave 12.5 mm for surface, PG 64-22, or PG 76-22 along roadways, as marked by the County.

4.3 12.5 MM SUPERPAVE BASE, PG 64-22, LEVEL 2, OR  
19.5 MM SUPERPAVE BASE, PG 64-22, LEVEL 2

4.3.1 This work shall consist of the furnishing and placement of a minimum of 2-inch of Hot Mix Superpave 12.5 mm, or 19.5 mm for base, PG 64-22 along roadways. The location of base placement will be marked by the County.

4.4 Superpave surface course will be paid for at the unit bid price for actual quantities placed, and shall include all costs for material, street sweeping, compaction, labor, tools, equipment, and all items incidentals for this operation. All unit items shall be computed by actual quantities used and accepted in the performance of the contract and accounted for by voucher (delivery ticket).

4.5 Superpave base course will be paid for at the unit price bid price for actual quantities placed and accepted in the performance of the contract. All unit items shall be computed by actual quantities used and accepted in the performance of the contract and accounted for by voucher (delivery ticket).

5 TEMPORARY PAVEMENT MARKING

- 5.1 The contractors shall paint a temporary double yellow center line (4' in length at every 40') at the end of each day. At multi-lane divided locations the white 10' skip lines will have to be striped. Standard beads shall be added to all temporary striping. All temporary striping shall be a minimum of 4" wide. The locations of temporary street strip will be directed by the Project Manager.
- 5.2 Prior to placement, the pavement surfaces shall be dry and free of oil, dirt, grease and other contaminants prior to the application of the pavement markings. Clean the nonconforming surfaces to a width 4 to 6 inches wider than the markings.
- 5.3 Temporary pavement marking will be paid for at the unit price bid price for actual quantities placed and accepted in the performance of the contract. The payment for furnishing and applying the temporary pavement markings (line markings, letters, numbers, arrows, and symbols) will include the cost of all materials, labor, equipment, tools and incidentals necessary to complete the work.

6 PERMANENT PAVEMENT MARKING

- 6.1 The Contractor shall apply durable and non-durable permanent pavement line striping and or pavement markings (numbers, arrows and symbols) to various surfaces at locations and patterns as specified or as directed by the Project Manager.
- 6.2 Prior to placement, the pavement surfaces shall be dry and free of oil, dirt, grease and other contaminants prior to the application of the pavement markings. Clean the nonconforming surfaces to a width 4 to 6 inches wider than the markings.
- 6.3 Place line markings in a straight and uniform manner. Lane lines are in compliance when they have an acceptable appearance and are visually in alignment, with no more than a 3/8 in. variation in any 40 ft. section of traveled way. Maintain longitudinal alignment through all intersections and breaks, even though lines themselves may discontinue. Do not apply pavement line markings over longitudinal joints; offset the markings 2in.
- 6.4 Permanent pavement marking will be paid for at the unit price bid price for actual quantities placed and accepted in the performance of the contract. The payment for furnishing and applying the pavement markings (line markings, letters, numbers, arrows, and symbols) will be made under the pertinent pavement markings line items. Payment will include the cost of all materials, labor, equipment, tools and incidentals necessary to complete the work.

7 BLACKTOP CURB REMOVAL AND REPLACEMENT

- 7.1 The Contractor shall provide at the unit price bid for the removal and replacement or for the placement of 4- inch high blacktop curb.
- 7.2 This work shall consist of the removal and replacement of the existing blacktop curb with 4-inch high blacktop curb adjacent to storm drain inlet structures as directed and marked by the County.
- 7.3 Material shall meet the requirements of Howard County Design Manual, Volume IV - "Standard Specifications and Details for Constructions", as approved May 7, 2007 and subsequent approved amendments.
- 7.4 The cost of this item shall be measured and paid for at the contract unit price as stated in the

stipulated line item. Payment shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to satisfactorily complete the work including cleanup.

8 REPLACEMENT OF BLACKTOP CURB

- 8.1 This work shall consist of the replacement blacktop curb with 4-inch high blacktop curb adjacent to storm drain inlet structures as directed and marked by the County.
- 8.2 Material shall meet the requirements of Howard County Design Manual, Volume IV - "Standard Specifications and Details for Constructions", as approved May 7, 2007 and subsequent approved amendments.
- 8.3 The cost of this item shall be measured and paid for at the contract unit price as stated in the stipulated line item. Payment shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to satisfactorily complete the work including cleanup.

9 RESETTling UTILITY SERVICES FRAMES

- 9.1 When risers are necessary to be used in HMA placement, it is the Bureau of Utilities preference to use the non-adjustable style risers in all traffic locations.
- 9.2 All utility service frames must be done prior to the overlay in process. Cast Iron Castings, one piece Heavy Duty Extension Rings (Risers) for manholes used with Maryland Type "A" Frame. All bearing surfaces shall be machined to a true plane in a satisfactory manner. Drawings attached are typical as acquired from a reputable supplier and are herein considered acceptable. Extension Rings shall be stored and/or delivered at the expense of the Contractor. Any damages to existing covers or rings during the period of this contract shall also be the responsibility of the Contractor.
- 9.3 When placing HMA around manholes and valve boxes take extra precaution not to shift the manhole frame(s) or valve box(es) from the found positions. If manhole frames or valve boxes are found shifted prior to HMA placement adjust them accordingly. If the adjustment/correction cannot be done by contractor personnel contact the Bureau of Utilities immediately.
- 9.4 When encountering a manhole with an insert: Remove the insert from the existing frame or riser and adjust the riser and reinstall the insert under the cover.
- 9.5 The cost of the adjustment of manholes and all other utility service structures shall be paid for at the price stated in the stipulated line item. The price shall constitute full compensation for all labor, materials, equipment, tools, and all incidentals required to satisfactorily complete the work specified including cleanup.

10 REPLACEMENT OF SIDEWALK RAMPS

- 10.1 This work shall consist of the construction of sidewalk ramps meeting current Federal ADA requirements all work shall be in accordance with Howard County Standard Drawing R-3.01 "Curb and Gutter 7" & Modified", R-4.01 "Sidewalk Ramp - Type A & Sidewalk Passing Area", R-4.04 "Sidewalk Ramp -Type "C", R-6.01 ~ R-6.06 "Residential Driveway Entrance", R-6.07~R-6.10 "Commercial-Industry-Apartment Entrance", R-4.05 "Sidewalk Ramp Perpendicular to Curb", and as contained in these special provisions or as established by the County.

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- 10.2 Mix No.2 shall be used on all concrete construction. All concrete shall have 6 1/2 (+/-) 1 1/2 percent air.
  - 10.3 The surface areas of the sidewalks/ramps shall be coated with FX 425 "Silane Penetrating Sealer" as manufactured by Fox Industries Inc., of Baltimore, Maryland in accordance with the manufacturer's recommendations or approved equal.
  - 10.4 A cement concrete acceleration admixture shall be added to the concrete mix in accordance with the manufacturer's instructions and these specifications.
  - 10.5 The areas disturbed by the construction of all the concrete work shall be restored in accordance with Special Provisions of this the Specifications.
  - 10.6 Placement of curb and gutter will be paid at the stipulated unit price per linear foot bid in the stipulated item for "Replace Standard or Modified Combination Curb & Gutter".
  - 10.7 The price shall constitute full compensation for all labor, materials, equipment, tools, restoration, and replacing the curb and gutter, roadway section, including saw cutting and material within the limits required for the sidewalk ramp construction, cement concrete accelerator, and all incidentals required to satisfactorily complete the work specified.
- 11 REMOVE & REPLACE EXISTING DRIVEWAY ENTRANCES
- 11.1 This item shall consist of the removal, disposal and replacement of deteriorated driveway entrances as outlined in this bid and as directed by the County.
  - 11.2 Where the removal of the driveway entrance requires removal of a portion of the adjacent roadway section or curb section the Contractor shall provide a clean, neat and uniform line of removal by saw cutting or other methods satisfactory to and approved by the County.
  - 11.3 When the driveway entrances to be removed is adjacent to the curbs the Contractor shall exercise special caution and care to prevent disturbing the existing curbs. Any curbs damaged shall be furnished and replaced by the Contractor at his own expense and to the satisfaction of the County.
  - 11.4 Removal and placement of driveway entrances will be paid at the stipulated item price bid per square yard which price shall constitute full compensation for all labor, materials, equipment, tools, restoration, cement concrete accelerator, wire mesh or reinforcing steel and all incidentals required to satisfactorily complete the work as specified.
- 12 REPLACE EXISTING DRIVEWAY ENTRANCES
- 12.1 This item shall consist of the replacement of deteriorated and or previously removed driveway entrances as outlined in this bid and as directed by the County.
  - 12.2 Replacement of driveway entrances will be paid at the stipulated item price bid per square yard which price shall constitute full compensation for all labor, materials, equipment, tools, restoration, cement concrete accelerator, wire mesh or reinforcing steel and all incidentals required to satisfactorily complete the work as specified.



13 REMOVE & REPLACE STANDARD OR MODIFIED COMB. CURB & GUTTER

- 13.1 These items shall consist of removal, disposal and placement of deteriorated curb and/or gutter herein as directed by the Engineer. This work shall be performed in accordance with Howard County Standard Specification and Details for Constructions.
- 13.2 Where the removal of the curb and/or gutter requires removal of a portion of the adjacent roadway section the Contractor shall provide a clean, neat and uniform line of removal by saw cutting or other methods satisfactory to and approved by the County.
- 13.3 The joint between the new curb and the existing pavement shall be sealed with joint sealer to prevent water intrusion into the roadway base. Efforts shall be made to protect the curb from spillage or discoloration when applying the joint sealer. Contractor shall remove any joint sealer from the exposed surfaces of the curb and/or gutter to the satisfaction of the County. Cost for furnishing and applying joint sealer including all labor, protecting and cleaning of concrete surfaces, material and equipment shall be incidental to and included in the unit price stipulated per linear foot in the bid for the particular type of curb.
- 13.4 Removal and placement of curb and/or gutter shall be on the basis of the length of curb and/or gutter satisfactorily removed, replaced and accepted. Measurement will be made along parallel to the existing top of curb or at its front or roadside edge.
- 13.5 Removal and placement of curb and gutter will be paid at the stipulated unit price per linear foot bid in the stipulated item for "Remove & Replace Standard or Modified Comb. Curb & Gutter".
- 13.6 Payment shall constitute full compensation for all labor, materials, equipment, tools, including replacing roadway section, restoration and all incidentals necessary to complete these items of work to the satisfaction of the Project Manager.

14 REPLACE STANDARD OR MODIFIED COMB. CURB & GUTTER

- 14.1 These items shall consist of placement of previously removed curb and/or gutter herein as directed by the Project Manager. This work shall be performed in accordance with Howard County Standard Specification and Details for Constructions.
- 14.2 The joint between the new curb and the existing pavement shall be sealed with joint sealer to prevent water intrusion into the roadway base. Efforts shall be made to protect the curb from spillage or discoloration when applying the joint sealer. Contractor shall remove any joint sealer from the exposed surfaces of the curb and/or gutter to the satisfaction of the County. Cost for furnishing and applying joint sealer including all labor, protecting and cleaning of concrete surfaces, material and equipment shall be incidental to and included in the unit price stipulated per linear foot in the bid for the particular type of curb.
- 14.3 Placement of curb and/or gutter shall be on the basis of the length of curb and/or gutter satisfactorily replaced and accepted. Measurement will be made along parallel to the existing top of curb or at its front or roadside edge.
- 14.4 Placement of curb and gutter will be paid at the stipulated unit price per linear foot bid in the stipulated item for "Replace Standard or Modified Comb. Curb & Gutter".

- 14.5 Payment shall constitute full compensation for all labor, materials, equipment, tools, including replacing roadway section, restoration and all incidentals necessary to complete these items of work to the satisfaction of the Project Manager.

15 REMOVE & REPLACE STANDARD CURB

- 15.1 These items shall consist of removal, disposal and replacement of deteriorated curb herein as directed by the Project Manager. This work shall be performed in accordance with Howard County Standard Specification and Details for Constructions.
- 15.2 Where the removal of the curb and/or gutter requires removal of a portion of the adjacent roadway section the Contractor shall provide a clean, neat and uniform line of removal by saw cutting or other methods satisfactory to and approved by the County.
- 15.3 The joint between the new curb and the existing pavement shall be sealed with joint sealer to prevent water intrusion into the roadway base. Efforts shall be made to protect the curb from spillage or discoloration when applying the joint sealer. Contractor shall remove any joint sealer from the exposed surfaces of the curb to the satisfaction of the County. Cost for furnishing and applying joint sealer including all labor, protecting and cleaning of concrete surfaces, material and equipment shall be incidental to and included in the unit price stipulated per linear foot in the bid for the particular type of curb.
- 15.4 Removal and placement of curb shall be on the basis of the length of curb and/or gutter satisfactorily removed, replaced and accepted. Measurement will be made along parallel to the existing top of curb or at its front or roadside edge.
- 15.5 Removal and placement of curb will be paid at the stipulated unit price per linear foot bid in the stipulated item for "Remove & Replace Standard Curb". Payment shall constitute full compensation for all labor, materials, equipment, tools, including replacing roadway section, restoration and all incidentals necessary to complete these items of work to the satisfaction of the Project Manager.

16 REPLACE STANDARD CURB

- 16.1 These items shall consist of placement of previously removed curb herein as directed by the Project Manager. This work shall be performed in accordance with Howard County Standard Specification and Details for Constructions.
- 16.2 The joint between the new curb and the existing pavement shall be sealed with joint sealer to prevent water intrusion into the roadway base. Efforts shall be made to protect the curb from spillage or discoloration when applying the joint sealer. Contractor shall remove any joint sealer from the exposed surfaces of the curb and/or gutter to the satisfaction of the County. Cost for furnishing and applying joint sealer including all labor, protecting and cleaning of concrete surfaces, material and equipment shall be incidental to and included in the unit price stipulated per linear foot in the bid for the particular type of curb.
- 16.3 Payment of curb shall be on the basis of the length of curb satisfactorily replaced and accepted. Measurement will be made parallel to the existing top of curb or at its front or roadside edge. Placement of curb shall be paid at the stipulated unit price per linear foot bid in the stipulated item for "Replace Standard Curb". Payment shall constitute full compensation for all labor, materials,

equipment, tools, including replacing roadway section, restoration and all incidentals necessary to complete these items of work to the satisfaction of the Project Manager.

17 CLASS I EXCAVATION

- 17.1 This item shall consist of the removal and disposal of existing pavement, sidewalks, curb, and combination curb and gutter.
- 17.2 Measurement of Class I Excavation for which the Contractor is to be compensated will be determined in the field at the time of excavation.
- 17.3 Payment for this item will be paid for at the stipulated unit price per cubic yard in the stipulated item for "Class 1 Excavation". Payment shall constitute full compensation for the furnishing of all labor, tools, equipment removal of and disposal of all excess material and all incidentals necessary to complete this item of work including cleanup.

18 CONTINGENT CLASS I-A EXCAVATION

- 18.1 This contingent item of work for Class I-A excavation has been provided for use as directed by the County when unsuitable material is encountered below the limits of "Class I Excavation".
- 18.2 Measurement of Class I-A Excavation for which the Contractor is to be compensated will be determined in the field at the time of excavation.
- 18.3 Payment for this item will be paid for at the stipulated unit price per cubic yard *in the stipulated item* for "Class I-A Excavation." Payment shall constitute full compensation for the furnishing of all labor, tools, equipment, removal of and disposal of all excess material, refill with Crusher Run Stone (CR-6) and all incidentals necessary to complete this item of work.

19 RESTORATION OF AREAS DISTURBED BY CONSTRUCTION

- 19.1 This work shall consist of the restoration of areas disturbed by construction and includes but is not limited to backfilling with topsoil, turf grass establishment, temporary mulching and shoulder backup. The locations of the restoration will be determined and directed by the Project Manager on a location basis.
- 19.2 Restoration of areas disturbed by construction will be paid at the unit price per square yard bid in the items for "Topsoil, Turf grass Establishment and Temporary Mulching".
- 19.3 Payment shall constitute full compensation for all labor, equipment, materials, and incidentals necessary to satisfactorily complete the work including cleanup.

20 MOBILIZATION

- 20.1 Construction preparatory operations that include movement of personnel and equipment to the project location and the establishment of necessities required to begin work.
- 20.2 Mobilization will be measured and paid for at the Contract Lump sum price. The cost of all required insurance, bonds, etc. will be incidental to the Mobilization item.

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- 20.3 A payment of 50 percent of the Mobilization item will be made on the first monthly invoice. The remaining 50 percent will be prorated and paid in equal amounts on each monthly invoice over the life of the contract.
- 20.4 A Payment for the Mobilization item will not be made more than once, regardless of the fact that the contractor may have for any reason, shut the work down on the project or moved equipment away from the project and then back again.

# TECHNICAL SPECIFICATIONS

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1. SCOPE:
  - 1.1 Howard County, Maryland, (the "County"), seeks to procure the services of one or more responsive responsible construction firms (the "Contractor"), to perform roadway utility patching repair work.
  - 1.2 Roadway utility patching repair work will fall under one of two tiers defined in Section D, paragraph 5 as the maximum amount per job order. The Contractor will perform patching, furnishing and placement of HMA (Hot Mix Asphalt) and/or concrete materials on an "as-needed" basis. The work to be performed may include, but is not limited to, roads, curbs, sidewalks and ramps at various locations in the County.
  - 1.3 The Contractor will be responsible for the full depth patching and repair of rigid, flexible, or composite pavements by removing part or all of a section of existing pavement and replacing the removed materials using HMA and or other materials as specified as well as maintenance of traffic.
  - 1.4 The work shall be conducted during regular County business hours, Monday through Friday, from 8:00 a.m. to 4:30 p.m. Additional hours for work on utility patching may be approved by the Project Manager, or his representative, based on the performance of the Contractor; however, work may only be conducted during daylight hours and no work may be performed on Sundays or at night without prior approval of the Project Manager.
  - 1.5 The Contractor shall place all barricades and traffic controls as needed for the completion of the work. Streets shall be posted with "NO PARKING" signs by Contractor. At least one lane is to be kept opening during the repair work unless approved by the County.
  - 1.6 The Contractor shall designate a Maryland State Highway Administration certified traffic manager on the site during any construction within the contract period. The contract will be terminated if this compliance cannot be met.
  - 1.7 All flaggers must carry a proof of flagging certification certified by Maryland State Highway Administration and wear a safety vest during construction. A copy of the flagger cards are to be submitted to the Project Manager.
  - 1.8 The Contractor shall restore all disturbed surfaces with seeding and mulch in compliance with proper sections of the Howard County Design Manual, Volume IV – "Specifications and Details for Construction".
  - 1.9 Dedicated field personnel shall wear an approved uniform, as well as appropriate high visibility safety clothing. Approved safety clothing as described in the *Manual on Uniform Traffic Control Devices, Section 6E.02, High Visibility Clothing*.
2. LOCATION: The locations of these projects are within the County where public water service is provided. The locations and the extent of the repairs will be as specified and/or as directed.
3. AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about January 1, 2016 with a renewal option for four additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.

4. PRICE ADJUSTMENT:

- 4.1 Prices offered shall remain firm against any increase for one year from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 4.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
- 4.3 Requests for price adjustments must be accompanied by bona-fide manufacturer's documents or price lists reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to grant or deny the request for price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 4.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 4.5 In the event of any decrease in price either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.
- 4.6 An adjustment will be made to the final Contract unit price for Hot Mix Asphalt if the price of the asphalt binder fluctuates significantly from the prevailing price as quoted in the Contract Documents to the date of placement. This includes HMA patching material converted to tons. The Contract unit price will be adjusted by the amount of fluctuation above 5 percent for Contracts scheduled to be paved during more than one construction season or having an estimated mix quantity of 10,000 tons or more. For Contracts completed within one construction season and having less than 10,000 tons, the adjustment will be based upon the amount of fluctuation above 15 percent. Only the differential percent change beyond and above the noted 5 and 15 percent will be used.
- 4.7 For purposes of making these calculations, a monthly price index will be used and maintained by the County.

The adjusted Contract unit price for Hot Mix Asphalt will be computed monthly by using the following formula:

$$F = ((PP - P_b) / P_b) \times 100$$

**Where:**

F = Percent price increase/decrease of asphalt binder.

PP = Index of price of asphalt binder per ton at placement date.

P<sub>b</sub> = Prevailing index price of asphalt binder per ton as specified in the Invitation for Bids.

Adjusted Contract unit price due Contractor when price of asphalt binder increases:

$$A = B + (D \times T \times P_b)$$

Adjusted Contract unit price due County when price of asphalt binder decreases:

**Where:**

A = Adjusted Contract unit price per ton of Hot Mix Asphalt

B = Contract unit price per ton of Hot Mix Asphalt

D = Differential percentage expressed as a decimal ( F – 5 percent or F – 15 percent as defined above)

T = Design target asphalt content expressed as a decimal.

Pb = Prevailing index price of asphalt binder per ton as specified in the Invitation for Bids

The justification of price of liquid asphalt shall be based on asphalt index listed on Maryland Asphalt Association website. (<http://mdasphalt.org/>)

5. ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated.
- 5.1 Tier 1 total annual volume for all job orders combined is estimated to be \$400,000.00 for multiple Contractors.
- 5.1.1 Each job order shall range from \$0 - \$30,000.00.
- 5.1.2 Contractors may be assigned multiple jobs orders at the same time using the established limits specified above.
- 5.1.3 Each job order shall range between 1 and 60 tons.
- 5.2 Tier 2 total annual volume for all job orders combined is estimated to be \$350,000.00 for one Contractor.
- 5.2.1 Each job order shall range from \$30,001 - \$100,000.00.
- 5.2.2 Contractor may be assigned multiple jobs orders at the same time using the established limits specified above
- 5.2.3 Each job order shall range from 61 tons and greater.
- 5.3 Quantities shown in bid are for bid purposes only. Actual payment will be made, at the unit prices bid, for actual quantity of material delivered, placed and accepted as agreed to by the Howard County Inspector in the performance of the contract and accounted for by voucher (deliver ticket). Payment will not be made until an inspection of the area placed has been made and accepted by the authorized inspector of the Bureau of Utilities.
- 5.4 The County reserves the right to increase or decrease the quantity of material to be furnished or work to be done under any item of the bid, wherever it deems it advisable or necessary to do so and such increase or decrease shall in no way vitiate the contract.
- 5.5 The Contractor will be paid for the actual quantity of authorized work done or material furnished under each item of the bid, at the unit price stipulated for such item. In case the quantity of any item is increased as above provided, the Contractor shall not be entitled to compensation over and above the unit price bid for such item; and in case the quantity of any item is decreased as above



provided, the Contractor shall have no claims for damages on account of loss of anticipated profits because of such decrease.

6. ACCEPTANCE: The County reserves the right to reject any unsatisfactory work. If the Contractor shall fail to make construction damage repairs or renewals promptly and properly after receiving notice from Howard County Bureau of Utilities, Howard County shall be fully authorized to apply the whole or any part of any monies retained to any and all costs of maintenance, repairs and corrections of the work which may become necessary in the judgment of Howard County Bureau of Utilities at any time or times during the progress of the work.
7. UNACCEPTABLE WORK AND REPAIRS: Work done contrary to or regardless of the instructions set forth in this contract or of those of the Project Manager; work done beyond lines and grades shown on contract drawings, or as directed; or any extra work done without written authority will and shall be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. This work done may be ordered removed and or replaced at the Contractors expense.
8. WARRANTY: The Contractor shall warranty their work for no less than 90 days.
9. TEMPERATURE-WEATHER LIMITATION
  - 9.1 Material shall be placed when the temperature of the air or base on which the material is to be placed is above 40 F degree and rising, or by written permission of County Project Manager.
  - 9.2 When weather conditions differ from these limits, or when it begins raining while work is underway, the Contractor is allowed to use material en route from the plant or already available on site at the Contractor's risk. The County reserves the right to perform any testing necessary to ensure the quality of the material. All testing and associated costs, including maintenance of traffic, will be at the Contractor's risk.
  - 9.3 If the County stops placement of the material, all material en route or remaining on site will be wasted at no additional cost to the County.
10. ACCESS TO PROJECT: The Contractor shall maintain access to all parts of the work at all times.
11. DRIVEWAY ACCESS: The Contractor shall not cut off or deny access to any private driveways during construction. Property owners whose access will be affected by construction shall be notified in writing 48 hours prior to construction in the affected area, so that alternate parking arrangements can be arranged.
12. PERMITS: The County will obtain all permits from state agencies and affected property owners. The Contractor shall obtain all permits and pay all charges and fees, and give notice necessary and incidental to the due and lawful prosecution of the work.
13. HOT MIX ASPHALT & PAVING PLANT REQUIREMENTS:
  - 13.1 Paving plants shall comply with the Maryland State Highway Administration, Current Specifications entitled General Requirements for Bituminous Concrete Plants, Article 33.06 and all addendums thereto.
    - 13.1.1 Material shall meet the requirements of Section 504 "Hot Mix Asphalt Pavement" - Standard Specifications for Construction and Materials, Maryland Department of Transportation, State Highway Administration, July, 2008.

13.1.2 Recycled Asphalt Pavement (RAP), not exceeding 15 percent may be used within the performance graded asphalt binders and hot mix asphalt surface mixes. All recycled or re-handled material furnished or supplied for use requires testing and certification to ensure compliance with all State and local applicable environmental and EPA regulations. The RAP material shall be from an identified single source and stored in isolated stockpiles. The Contractor shall submit documentation of stockpile management, quality, and traceability for approval prior to use.

14. **TRANSPORTATION & DELIVERY OF MIXTURE:** The bituminous mixture shall be transported from the paving plant to the work site in tight vehicles previously cleaned and all foreign materials, and shall be covered by a tarpaulin or other suitable covering to prevent the entrance of moisture or the loss of volatile material or heat during the transportation.
15. **TESTING**
  - 15.1 Acceptance will be determined by in place density gauge test data witnessed by the County's designated representative.
  - 15.2 Calibrate the density gauge per the manufacturer's recommendation. Take one test from each lift of HMA from each patch. Randomly select test locations within the patch. In place density gauge test data shall be expressed as a percentage of the maximum specific gravity determined for each day's production. An in place density of 92.0 to 97.0 percent is required for each patch. Cores, control strip and pavement profile measurements are waived.
  - 15.3 Compliance will be determined for each patch separately by averaging all density tests performed within each patch.
16. **RESTORATION OF DISTURBED SURFACE:** The Contractor shall restore all disturbed surfaces with seeding and mulch in compliance with proper sections of the Howard County Design Manual, Volume IV – "Specifications and Details for Construction".

**SAMPLE**  
**DOCUMENTS TO BE**  
**EXECUTED UPON**  
**CONTRACT AWARD**



**HOWARD COUNTY, MARYLAND**  
**PERFORMANCE BOND**

Principal \_\_\_\_\_ Business Address of Principal \_\_\_\_\_

Surety \_\_\_\_\_ Obligee \_\_\_\_\_

HOWARD COUNTY, MARYLAND

a corporation of the State of \_\_\_\_\_  
and authorized to do business in the State of  
Maryland

Penal Sum of Bond (express in words and figures) \_\_\_\_\_

Date Bond Executed \_\_\_\_\_

Contract Number: \_\_\_\_\_

KNOW ALL MEN BE THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liabilities is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with Howard County, Maryland, which Contract is described and dated as shown above. The contract and all items incorporated into the Contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the Contract or to the work to be performed thereunder or to the Plans, Specifications, General Provisions, Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract," which is specifically incorporated herein be reference as if fully set forth herein, including but not limited to the Choice of Law and Forum provisions of the Contract.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the County.

NOW, THEREFORE, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. The Principal shall well and truly perform the Contract, including all warranty or guarantee obligations, and shall discharge any and all liability for latent defects, for which the Surety shall also be liable;
2. The Principal and Surety shall comply with the terms and conditions of this Performance Bond;
3. If the Obligor notifies both the Contractor and the Surety at their addresses described in this Bond that the Obligor is considering declaring the Contractor in default of the Contractor's obligations under the Contract, then, the Surety, at the Obligor's request, shall arrange a conference with the Principal and the Obligor to discuss methods of performing the Contract. If the Obligor, Principal and the Surety agree, the Principal shall be allowed a reasonable time, as determined by the rights to declare the Principal in default under the contract and terminate the Principal's right to proceed or to avail itself of any other right or remedy under the Contract;
4. If the Obligor declares the Contractor in default and terminates the Principal's right to proceed prior to final acceptance, then the Surety shall:
  - a. Undertake to perform and complete the Contract itself through its agents or through independent contractors; or
  - b. Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligor for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Obligor with a contractor selected with the Obligor's concurrence and acceptable to the Obligor to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligor, and pay to the Obligor the cost of completion of the contract in excess of the Balance of the Contract price; or
  - c. If the cost to complete the Contract is in excess of the Balance of the Contract price plus the Penal Sum of the Performance Bond, then either obtain bids or negotiated proposals from qualified contractors acceptable to the Obligor for a contract for performance and completion of the contract, arrange for a contract to be prepared for execution by the Obligor with the contractor selected with the Obligor's concurrence and acceptable to the Obligor, to be secured with performance and payment bonds executed by a qualified Surety in a form acceptable to the Obligor and pay to the Obligor the excess cost of completion up to Penal Sum of the Bond as the excess costs are incurred by the Obligor; or pay to the Obligor the Penal Sum of the Bond within thirty (30) days of the date when the Surety determines the cost to complete the Contract is in excess of the sum of the Penal Sum of the bond and the Balance of the Contract price.
5. If the Surety complies with the obligations contained in paragraph 4 of this Bond, then, the Surety's liability shall be limited to the Penal sum of its bond.

6. If the Surety contests the propriety of the default and termination of the Principal's right to proceed, the Surety shall, nevertheless, comply with the obligations contained in paragraph 4 of this Bond but, in that event, the Surety shall be entitled to exercise all of the Principal's remedies under the Contract, including but not limited to asserting any and all claims which the Principal may have.
7. The balance of the contract Price shall be the total amount payable by the Obligor to the Principal under the Contract after adjustments for any approved change orders, including allowance to the Principal of any amounts received or to be received by the Obligor in settlement of insurance or other claims for damage to which the Contractor is entitled, reduced by all payments properly made to and on behalf of the Principal under the Contract and less any deductions made by the Obligor under the Contract for any damages for which the Principal may be liable to the Obligor under the Contract.
8. If, after notice of default under the contract and termination of the Principal's right to proceed, the Surety does not comply with the obligations contained in paragraph 4 of this Bond, then the Obligor, within fifteen (15) days after notice to the Surety, may have the remaining Contract work completed and the Surety shall be liable for all completion costs and other costs and damages that the Obligor may incur as a result of the Surety's failure to comply with the terms of this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations under the Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the Bond, without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the Bond unless specifically provided for in said change order.

The Performance Bond shall be governed by and construed in accordance with laws of the State of Maryland exclusive of its choice of law rules and any reference herein to the Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to the Performance Bond. It is specifically understood and agreed that this Bond shall be a sealed instrument for all purposes. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal of Surety name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date of the Bond shown above.

SECTION E  
Invitation for Bid No. 2016-31

In Presence of: Individual Principal  
Witness  
..... as to .....(SEAL)

Presence of: Co-Partnership Principal  
Witness  
.....(SEAL)  
(Name of Co-Partnership)

..... as to By:.....(SEAL)  
..... as to .....(SEAL)  
..... as to .....(SEAL)

Corporate Principal  
.....  
Attest: (Name of Corporation)

..... AFFIX  
Corporate Secretary By:..... CORPORATE  
President SEAL

.....  
(Surety)

Attest: (SEAL) By:..... AFFIX  
CORPORATE  
SEAL

..... Title:.....  
Signature

Bonding Agent's Name:.....  
(Business Address of Surety)

Agent's Address:.....



**HOWARD COUNTY, MARYLAND**  
**PAYMENT BOND**

Principal	Business Address of Principal
Surety	Obligee

Howard County, Maryland  
a corporation of the State of \_\_\_\_\_  
and authorized to do business in the State of  
Maryland

Penal Sum of Bond (express in words and figures)

Date Bond Executed

Description of Contract

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of Claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, out heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where a surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, out successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Contract with Howard County, Maryland, which Contract is described and dated as shown above, and incorporated herein be reference. The contract and all items incorporated into the modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as the "Contract."



WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed and delivered to the Oblige.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all sums justly due, labor and materials furnished, supplied, and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials in the prosecution of the work provided for in the Contract entitled to the protection provided by Sec. 17-101, et seq., State Finance and Procurement Article of the Annotated Code of Maryland ("Maryland Little Miller Act").
2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every Claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the Maryland Little Miller Act, sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland exclusive of its choice of laws rules and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the date of this Bond shown above.

SECTION E  
Invitation for Bid No. 2016-31

In Presence of: Individual Principal  
Witness  
..... as to .....(SEAL)

In Presence of: Co-Partnership Principal  
Witness  
.....(SEAL)  
(Name of Co-Partnership)

..... as to By:.....(SEAL)  
..... as to .....(SEAL)  
..... as to .....(SEAL)

Corporate Principal  
.....  
Attest: (Name of Corporation)  
..... AFFIX  
Corporate Secretary By:..... CORPORATE  
President SEAL

.....  
(Surety)  
Attest: (SEAL) By:..... AFFIX  
CORPORATE  
SEAL

..... Title:.....  
Signature

Bonding Agent's Name:.....  
(Business Address of Surety)

Agent's Address:.....

**HOWARD COUNTY, MARYLAND  
CONTRACTOR AGREEMENT**

THIS AGREEMENT ("Contract"), is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between [ Insert Name of Contractor ], Insert Contractor's Address, Insert Phone # ] ("the Contractor"), and HOWARD COUNTY, MARYLAND, ("the County") as a result of Invitation for Bid No. \_\_\_\_\_.

**RECITALS**

This Agreement is subject to all the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents as described in Paragraph 7 of this Agreement. The Contractor has been notified of award, for a sum equal to the aggregate cost of the work, labor, materials, and supplies done or furnished, at the prices and rates respectively named in the attached proposal (also referred to as Contractor's "Bid").

This Agreement fulfills the conditions of the Contract's award, which provides that a formal contract should be executed by and between the Contractor and the County evidencing the terms of the award.

**AGREEMENTS**

1. The Contractor covenants and agrees with the County that it will well and faithfully construct the project known as [ Insert Contract Title ] work, in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials, and supplies done and furnished at the prices and rates respectively named in the attached proposal. The Contractor further covenants and agrees that it will well and faithfully comply with and perform each and every obligation imposed upon him by the Contract Documents, or the terms of the award.
2. The Contractor covenants and agrees that its obligations pursuant to the Contract Documents include but are not limited to the furnishing of all material, labor, equipment, supplies, plant, tools, and all other services, facilities and expenses necessary for the full operational performance and completion of the requirements of the Contract Documents.
3. The County agrees that it will pay the Contractor, when due and payable under the terms of said Contract Documents and of said award, the sums set forth in Contractor's proposal, and the Contractor agrees that it will well and faithfully comply with and perform each and every obligation imposed upon it by this Agreement.
4. In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) during the entire term of this Agreement. [insert if applicable, including renewals thereof.]
5. The Contractor (if a corporation), hereby certifies that it is a Maryland corporation in good standing or a foreign corporation registered to do business in Maryland with the Maryland State Department of Assessments and Taxation.
6. The Contractor hereby certifies that it has read and understands the provisions of the Howard County Charter dealing with conflicts of interest.
7. The Contractor and County agree that the following enumerated documents, collectively referred to as Contract Documents, are all essential documents of this Agreement and are made a part hereof as if fully set forth herein:

- 7.1. Contractor Agreement
- 7.2. General Conditions for Construction and Applicable Addenda
- 7.3. Proposal and Special Provisions
- 7.4. Instructions to Bidders
- 7.5. Bid Form
- 7.6. Performance Bond No. \_\_\_\_\_
- 7.7. Labor and Materials Payment Bond No. \_\_\_\_\_
- 7.8. All Drawings and Specifications
- 7.9. All Addenda duly issued prior to submission of Bids
- 7.10. All Change Orders duly issued
- 7.11. Any amendments to the Contract duly executed by both parties, and
- 7.12. Additional documents listed on any Addendum attached hereto.

8. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement; including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.

9. Term. All proposed work shall be completed within 120 calendar days from notice to proceed

10. Ethics.

SECTION E  
Invitation for Bid No. 2016-31

10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment A, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment A.

11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

This Agreement is made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Contractor, this Agreement is intended to be a contract under seal and a specialty.

ATTEST:

APPROVED AND AGREED TO:  
[INSERT LEGAL NAME OF CONTRACTOR]

\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

ATTEST:

APPROVED:  
HOWARD COUNTY, MARYLAND

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_  
Allan H. Kittleman  
County Executive

APPROVED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

REVIEWING ATTORNEY:

\_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

\_\_\_\_\_  
Stanley J. Milesky  
Director of Finance

\_\_\_\_\_  
James M. Irvin  
Director of Public Works

## ATTACHMENT A TO CONTRACTOR AGREEMENT

### HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

#### *Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

#### *Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

*Code Section 22.204. - Prohibited Conduct and Interests.*

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
- (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
- a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
  - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
  - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
  - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
  - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
  - f. A business entity that:
    1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
    2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
  - (ii) The disqualified official or employee is required by law to act; or
  - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
- a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
  - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
- (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
  - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
  - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
  - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:  
a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;  
b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or  
c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:  
a. Meals and beverages consumed in the presence of the donor or sponsoring entity;  
b. Ceremonial gifts or awards that have insignificant monetary value;  
c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;

d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

# **BID SUBMITTALS**



**HOWARD COUNTY, MARYLAND**  
**BID SUBMITAL CHECKLIST**  
**ROADWAY UTILITY PATCHING**

**NAME OF CONTRACTOR:** \_\_\_\_\_  
(Please Print or Type)

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise?

☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo  
☐ Female ☐ Hispanic ☐ Native American

If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): \_\_\_\_\_

This package contains the following items:

\_\_\_\_\_ BID FORMS (Including Total Amount of Bid form, Addendum Identification and  
Acknowledgment form and Schedule of Prices)  
\_\_\_\_\_ RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION  
\_\_\_\_\_ CORPORATION INFORMATION SHEET  
\_\_\_\_\_ QUALIFICATIONS QUESTIONNAIRE (Must be completed by all bidders)  
\_\_\_\_\_ AFFIDAVIT  
\_\_\_\_\_ FOREIGN SERVICES DISCLOSURE FORM  
\_\_\_\_\_ EQUAL BUSINESS OPPORTUNITY (EBO) SCHEDULE OF PARTICIPATION  
\_\_\_\_\_ WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS FORM  
\_\_\_\_\_ BID BOND OR CERTIFIED CHECK (Forms provided by the Bonding Agency)

THIS PACKAGE – SECTION F, MUST BE SUBMITTED IN DUPLICATE (1 ORIGINAL AND 1 COPY) TO THE OFFICE OF PURCHASING, GATEWAY BUILDING, 6751 COLUMBIA GATEWAY DRIVE, SUITE 501, COLUMBIA, MD 21046 ON OR BEFORE:

December 2, 2016 at 2:00 P.M.

BIDDERS ARE REQUESTED TO SUBMIT THEIR BIDS IN A SEALED ENVELOPE PLAINLY MARKED TO INDICATE ITS CONTENTS OR IN AN ENVELOPE FURNISHED BY THE COUNTY AND TO ENTER THE PROJECT NAME, (CONTACT NUMBER IF APPLICABLE) AND BID OPENING TIME AND DATE ON THE ENVELOPE.

**HOWARD COUNTY, MARYLAND**

**TOTAL AMOUNT OF BID FORM**

**ROADWAY UTILITY PATCHING**

The Bidder declares that the only person, firm or corporation or persons, firms, or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection, collusion, or agreement with any person, firm, or corporation making a proposal for the same work to bid a fixed or uniform price, that the attached specifications and form of contract therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Howard County, Maryland; Department of Public Works, in the form of contract hereto attached to do the required work in the manner set forth in the specifications.

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(FIGURES) TOTAL AMOUNT OF BID

NAME OF CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNED \_\_\_\_\_

NAME OF COMPANY OFFICIAL (Print or Type) \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FAX \_\_\_\_\_

All proposed work shall be completed based upon provided schedule in Section A, Paragraph 7.4 from the date specified in the Notice to Proceed.

The amount of liquidated damages for this contract shall be \$500.00 per calendar day as specified in Section A, Paragraph 17.3.

Accompanying this Proposal is a bid bond or certified check as defined in Section A, Paragraph 4.1, payable to the "Director of Finance, Howard County", which is to be forfeited, as liquidated damages in the event that this Proposal is accepted and the above signed bidder shall refuse or neglect to execute the Contract and furnish the stipulated Bond under the conditions and time set forth in the Specifications.

HOWARD COUNTY, MARYLAND

ADDENDUM IDENTIFICATION AND ACKNOWLEDGMENT

ROADWAY UTILITY PATCHING

Bidder shall identify by number, date and number of pages the following addenda and agree that the costs shown in the proposal reflect all changes made by addenda.

<u>NO.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME OF CONTRACTOR: \_\_\_\_\_

HOWARD COUNTY, MARYLAND

SCHEDULE OF PRICES

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

TITLE: ROADWAY UTILITY PATCHING

NIGP CODE/PRODUCT CODE: 913-96 Paving/Resurfacing, Paving Utility Cuts-Street (Major and Residential)

**CONTRACTORS SHALL ONLY SUBMIT A BID FOR ONE TIER.**

Indicate by marking "X" next to the **TIER** to which your bid will apply.

Tier 1 \_\_\_\_\_ Jobs from \$0 - \$30,000.00 with Annual Volume of \$400,000.00  
**All locations 60 tons and smaller will be in the TIER 1 portion of this contract.**

Tier 2 \_\_\_\_\_ Jobs from \$30,001 - \$100,000.00 with Annual Volume of \$350,000.00  
**All locations 61 tons and larger will be in the TIER 2 portion of this contract.**

**STIPULATED ITEM:** Miscellaneous work as directed by the County. (Not to exceed 10% of Contract total.)

1. Class I-A excavation and refill with crusher run stone CR6-----\$35.50/CY
2. Replace Sidewalk-----\$50.00/SY
3. Remove & Place Sidewalk Ramps -----\$65.00/SY
4. Install Surface Warning Dome Pad -----\$300.00/SY

**NOTES**

Award quantities may be less than quantities shown due to budgetary limitations.

HOWARD COUNTY, MARYLAND  
**SCHEDULE OF PRICES – TIER 1**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1	Maintenance of Traffic	Lump Sum	100		
2	Mobilization	Lump Sum	100		
3	Superpave Surface Course 9.5 mm PG 64-22, Level 2	Ton	1000		
4	Superpave Surface Course 12.5 mm PG 76-22, Level 2	Ton	1000		
5	Superpave Base Course 12.5 mm PG 64-22, Level 2	Ton	1000		
6	Superpave Base Course 19.5 mm PG 64-22, Level 2	Ton	1000		
7	Full Depth Patching 12.5 mm PG 64-22, Level 2	Ton	375		
8	Full Depth Patching 19.5 mm PG 64-22, Level 2	Ton	375		
9	Furnish & Place S/SD Manhole Riser (Risers less or equal to 2")	Each	50		
10	Raising Water Valve Boxes (Risers 2" or less)	Each	75		
11	Class 1 Excavation	Cubic Yard	475		
12	Remove and Replace Blacktop Curb	Linear Foot	250		
13	Blacktop Curb Placement	Linear Foot	500		
14	Remove and Replace standard or modified combination curb & gutter	Linear Foot	250		
15	Replace Standard Or Modified Combination Curb & Gutter	Linear Foot	500		
16	Remove And Replace Standard Curb	Linear Foot	250		
17	Replace Standard Curb	Linear Foot	500		
18	Remove and Replace Existing Driveway Entrances	Square Yard	150		

HOWARD COUNTY, MARYLAND

**SCHEDULE OF PRICES – TIER 1**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
19	Replace Existing Driveway Entrances	Square Yard	250		
20	Temporary Striping	Linear Foot	1400		
21	Permanent Markings	Linear Foot	1400		
22	Permanent Markings (numbers, arrows and symbols)	Square Foot	250		
23	Graded Aggregate Base (shoulder back up)	Square Yard	100		
24	Topsoil	Square Yard	100		
25	Turf Grass Establishment	Square Yard	100		
26	Temporary Mulch	Square Yard	100		
27	Minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts	Each			
<b>BID TOTAL</b>		\$ _____			

TOTAL BID PRICE\* \$ \_\_\_\_\_

\* This figure should appear as Total Amount Of Bid on Total Amount Of Bid Form.

\*\* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

**HOWARD COUNTY, MARYLAND**

**SCHEDULE OF PRICES – TIER 2**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1	Maintenance of Traffic	Lump Sum	100		
2	Mobilization	Lump Sum	100		
3	Superpave Surface Course 9.5 mm PG 64-22, Level 2	Ton	1000		
4	Superpave Surface Course 12.5 mm PG 76-22, Level 2	Ton	1000		
5	Superpave Base Course 12.5 mm PG 64-22, Level 2	Ton	1000		
6	Superpave Base Course 19.5 mm PG 64-22, Level 2	Ton	1000		
7	Full Depth Patching 12.5 mm PG 64-22, Level 2	Ton	300		
8	Full Depth Patching 19.5 mm PG 64-22, Level 2	Ton	300		
9	Furnish & Place S/SD Manhole Riser (Risers less or equal to 2")	Each	50		
10	Raising Water Valve Boxes (Risers 2" or less)	Each	75		
11	Class 1 Excavation	Cubic Yard	475		
12	Remove and Replace Blacktop Curb	Linear Foot	250		
13	Blacktop Curb Placement	Linear Foot	500		
14	Remove and Replace standard or modified combination curb & gutter	Linear Foot	250		
15	Replace Standard Or Modified Combination Curb & Gutter	Linear Foot	500		
16	Remove And Replace Standard Curb	Linear Foot	250		
17	Replace Standard Curb	Linear Foot	500		
18	Remove and Replace Existing Driveway Entrances	Square Yard	150		

HOWARD COUNTY, MARYLAND

**SCHEDULE OF PRICES – TIER 2**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
19	Replace Existing Driveway Entrances	Square Yard	250		
20	Temporary Striping	Linear Foot	1400		
21	Permanent Markings	Linear Foot	1400		
22	Permanent Markings (numbers, arrows and symbols)	Square Foot	250		
23	Graded Aggregate Base (shoulder back up)	Square Yard	100		
24	Topsoil	Square Yard	100		
25	Turf Grass Establishment	Square Yard	100		
26	Temporary Mulch	Square Yard	100		
27	Minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts	Each			
<b>BID TOTAL</b>		\$ _____			

TOTAL BID PRICE\* \$ \_\_\_\_\_

\* This figure should appear as Total Amount Of Bid on Total Amount Of Bid Form.

\*\* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.



**HOWARD COUNTY, MARYLAND**

**RAIN FOREST PROTECTION ACT OF 1991 CERTIFICATION**

(The provisions of this subtitle shall apply to any procurement for the purchase of wood products that is over \$2,000.  
"Wood products" are those exposed wood areas that are visible to the eye.)

**ROADWAY UTILITY PATCHING**

I/We \_\_\_\_\_,  
(name of contractor)

Located \_\_\_\_\_  
(address)

( ) \_\_\_\_\_, hereby certify that the supplies being offered in this  
(phone number)

capital project bid comply with the Howard County Rain Forest Protection Act of 1991.

The Act prohibits the purchase, by Howard County, of certain tropical rain forest wood products which are exposed and visible to the eye.

Howard County shall not purchase any of the following tropical wood products unless the vendor shows that the tropical wood item or type has been harvested from a pre-existing plantation, managed to maintain environmental functions, including watershed stability and erosion control practices, sustained yield production, and positive impact on the well being of local communities.

Name

Name

Acapu  
Afromosia  
Almon  
Amaranth  
Amazaque  
Aningeria  
Apitong  
Balsa  
Banak  
Bella Rosa  
Benge  
Boire  
Bubinga  
Cativo  
Chenchen  
Concobolo  
Cordia  
Ebony  
Gaboos  
Iroko  
Koa  
Koto

Lauan, Red  
Lauan, White  
Limba  
Louro  
Mahogany, African  
Mahogany, American  
Makore  
Movingui  
Paduak, African  
Paduak, Angola  
Peroba  
Purpleheart  
Ramin  
Rosewood  
Sapele  
Sonora  
Tanguille  
Teak  
Tiger Wood  
Wenge  
Zebrawood

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signer

**HOWARD COUNTY, MARYLAND**  
**CORPORATION INFORMATION SHEET**

1. CORPORATE NAME: \_\_\_\_\_
2. CORPORATE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
3. PRINCIPAL BUSINESS OFFICE ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_
4. NAME AND ADDRESS OF RESIDENT AGENT: \_\_\_\_\_
5. DATE OF INCORPORATION: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_
6. IF INCORPORATED IN ANOTHER STATE, IS CORPORATION REGISTERED AND QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND? YES \_\_\_\_\_ NO \_\_\_\_\_
7. IS CORPORATION IN GOOD STANDING WITH THE STATE OF MARYLAND?  
YES \_\_\_\_\_ NO \_\_\_\_\_
8. IS THIS A CLOSE CORPORATION? YES \_\_\_\_\_ NO \_\_\_\_\_
9. MD STATE ASSESSMENT REGISTRATION NO.: \_\_\_\_\_
10. TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

Legal documents must be executed by the Corporate President or Vice President and the signature must be ATTESTED, not witnessed, by the Corporate Secretary or Assistant Secretary except in the case of a close corporation in which the signature may be witnessed. If someone other than the President or Vice President executes, the documents must be accompanied by a copy of Corporate By-Laws or Corporate Resolution indicating authority of individual to bind corporation.

11. NAME AND ADDRESSES OF ALL CURRENT OFFICERS (ATTACH INDIVIDUAL PAGES, IF NECESSARY):  
NAME & TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_
12. NAMES AND ADDRESSES OF ALL CURRENT DIRECTORS (ATTACH ADDITIONAL PAGES, IF NECESSARY):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
(Type or Print Name) \_\_\_\_\_ (Title) \_\_\_\_\_

**HOWARD COUNTY, MARYLAND**  
**QUALIFICATIONS QUESTIONNAIRE**  
**ROADWAY UTILITY PATCHING**

Name of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**BIDDER'S/CONTRACTOR'S QUALIFICATIONS**

1. Bidders shall be actively engaged in road patching, resurfacing and concrete construction and repair work for a period of no less than five years. Bidders shall document this experience on the Qualifications Questionnaire (Section F), and provide a detailed list of recently completed projects meeting the specified experience requirements. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least 5 years of demonstrated experience of reliability and meets the criteria set forth herein.
2. The Qualifications Questionnaire shall be completed by all Bidders. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the Bidder's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the Bidder. Bidders may reproduce sections of the Qualifications Questionnaire form as needed to provide the required information necessary to adequately demonstrate their experience.
3. The County reserves the right to check references furnished and consider the responses received in determining award of this bid. The County will not contact Bidders for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by Bidders on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
4. The County reserves the right to inspect the Bidders' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
5. Contracts shall be awarded to the lowest responsive and responsible bidder meeting all the specifications. In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. The County reserves the right to reject any bid deemed not responsible or non-responsive.

1. **BIDDER'S CONSTRUCTION EXPERIENCE**, list most recent first.

(a) **Most Recent Work:**

**Work for which Bidder was responsible:**

Project Title and/or Other Identifying Number for the Work: \_\_\_\_\_

Location (Street Address, City/County, State): \_\_\_\_\_

Start Construction Date \_\_\_\_\_ End Construction Date: \_\_\_\_\_

Bidder's total dollar amount for the Work described: \_\_\_\_\_

Bidder's Superintendent for the Work: \_\_\_\_\_

Bidder's Project Manager for the Work: \_\_\_\_\_

**Agency or Firm for whom work was performed (the Owner):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: \_\_\_\_\_

**Firm performing Engineering Inspection Services:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: \_\_\_\_\_

**Was the Work of the Bidder performed as a Subcontractor?** \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: \_\_\_\_\_

Address of Prime Contractor: \_\_\_\_\_

Telephone No. of Prime Contractor: \_\_\_\_\_

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: \_\_\_\_\_

Other pertinent information regarding this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(b) **Next Most Recent Work:**

**Work for which Bidder was responsible:**

Project Title and/or Other Identifying Number for the Work: \_\_\_\_\_

Location (Street Address, City/County, State): \_\_\_\_\_

Start Construction Date \_\_\_\_\_ End Construction Date: \_\_\_\_\_

Bidder's total dollar amount for the Work described: \_\_\_\_\_

Bidder's Superintendent for the Work: \_\_\_\_\_

Bidder's Project Manager for the Work: \_\_\_\_\_

**Agency or Firm for whom work was performed (the Owner):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: \_\_\_\_\_

**Firm performing Engineering Inspection Services:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: \_\_\_\_\_

**Was the Work of the Bidder performed as a Subcontractor?** \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: \_\_\_\_\_

Address of Prime Contractor: \_\_\_\_\_

Telephone No. of Prime Contractor: \_\_\_\_\_

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: \_\_\_\_\_

Other pertinent information regarding this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(c) **Next Most Recent Work:**

**Work for which Bidder was responsible:**

Project Title and/or Other Identifying Number for the Work: \_\_\_\_\_

Location (Street Address, City/County, State): \_\_\_\_\_

Start Construction Date \_\_\_\_\_ End Construction Date: \_\_\_\_\_

Bidder's total dollar amount for the Work described: \_\_\_\_\_

Bidder's Superintendent for the Work: \_\_\_\_\_

Bidder's Project Manager for the Work: \_\_\_\_\_

**Agency or Firm for whom work was performed (the Owner):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: \_\_\_\_\_

**Firm performing Engineering Inspection Services:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: \_\_\_\_\_

**Was the Work of the Bidder performed as a Subcontractor?** \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: \_\_\_\_\_

Address of Prime Contractor: \_\_\_\_\_

Telephone No. of Prime Contractor: \_\_\_\_\_

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: \_\_\_\_\_

Other pertinent information regarding this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(d) **Next Most Recent Work:**

**Work for which Bidder was responsible:**

Project Title and/or Other Identifying Number for the Work: \_\_\_\_\_

Location (Street Address, City/County, State): \_\_\_\_\_

Start Construction Date \_\_\_\_\_ End Construction Date: \_\_\_\_\_

Bidder's total dollar amount for the Work described: \_\_\_\_\_

Bidder's Superintendent for the Work: \_\_\_\_\_

Bidder's Project Manager for the Work: \_\_\_\_\_

**Agency or Firm for whom work was performed (the Owner):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: \_\_\_\_\_

**Firm performing Engineering Inspection Services:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: \_\_\_\_\_

**Was the Work of the Bidder performed as a Subcontractor?** \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: \_\_\_\_\_

Address of Prime Contractor: \_\_\_\_\_

Telephone No. of Prime Contractor: \_\_\_\_\_

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: \_\_\_\_\_

Other pertinent information regarding this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **BIDDER'S CONSTRUCTION EXPERIENCE (continued)**, list most recent first.

(e) **Next Most Recent Work:**

**Work for which Bidder was responsible:**

Project Title and/or Other Identifying Number for the Work: \_\_\_\_\_

Location (Street Address, City/County, State): \_\_\_\_\_

Start Construction Date \_\_\_\_\_ End Construction Date: \_\_\_\_\_

Bidder's total dollar amount for the Work described: \_\_\_\_\_

Bidder's Superintendent for the Work: \_\_\_\_\_

Bidder's Project Manager for the Work: \_\_\_\_\_

**Agency or Firm for whom work was performed (the Owner):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within Agency or Firm for whom Work was performed: \_\_\_\_\_

**Firm performing Engineering Inspection Services:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Names of persons having supervisory responsibility within firm performing Engineering Inspection Services: \_\_\_\_\_

**Was the Work of the Bidder performed as a Subcontractor?** \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Bidder shall complete the following:

Name of Prime Contractor: \_\_\_\_\_

Address of Prime Contractor: \_\_\_\_\_

Telephone No. of Prime Contractor: \_\_\_\_\_

Names of persons having supervisory responsibility within the Prime Contractor's firm for whom the Work was performed: \_\_\_\_\_

Other pertinent information regarding this project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**2. NAMES OF KEY PERSONNEL AND THEIR WORK RELATED EXPERIENCE:**

For each key personnel listed, the bidder shall indicate on which efforts identified above (1a, 1b, 1c, etc.) the key personnel worked and their responsibilities on that project.

[illegible]

**3. NAMES AND TELEPHONE NUMBERS OF EMERGENCY RESPONSE SUPERVISORY PERSONNEL AVAILABLE 24 HOURS/DAY 365 DAYS/YR.**

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4. **LIST OF MAJOR EQUIPMENT TO WHICH THE BIDDERS OWNS OR HAS ACCESS:**  
(Provide attachment for this item if necessary.)

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5. **BIDDERS BONDING CAPABILITY:** \_\_\_\_\_

6. **OTHER INFORMATION CONSIDERED PERTINENT:**

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Email Address**

**HOWARD COUNTY, MARYLAND**

**AFFIDAVIT**

(Must be completed, signed, and submitted with the bid.)

**ROADWAY UTILITY PATCHING**

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

**AFFIDAVIT V**

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**HOWARD COUNTY, MARYLAND**  
**FOREIGN SERVICES DISCLOSURE FORM**  
**FOR**  
**CONSTRUCTION-RELATED SERVICES, ARCHITECTURAL SERVICES,**  
**ENGINEERING SERVICES AND ENERGY PERFORMANCE CONTRACT SERVICES**  
**OF \$2 MILLION OR MORE**

Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services with an estimated value of \$2 million or more. The provision requires bidders to disclose:

1. Whether the bidder or any contractor that the bidder will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
2. If the services under the contract are anticipated to be performed outside the United States;
  - i. Where the services will be performed; and
  - ii. The reasons why it is necessary or advantageous to perform the services outside the United States.

Indicate below whether or not the bidder has information to disclose.

- [ ] The bidder has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- [ ] The bidder has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
- i. The services will be performed in the following location: \_\_\_\_\_
  - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): \_\_\_\_\_

The contents of the disclosure form are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Company Name (Bidder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Est. 09/25/2013

**EQUAL BUSINESS OPPORTUNITY PARTICIPATION**

**NOTICE TO PRIME CONTRACTORS**  
**10% SUBCONTRACTING GOAL ON CONTRACTS**  
**VALUED AT \$50,000 OR MORE**

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

**Howard County - Equal Business Opportunity List of Firms A-Z**

**[http://www.mdot.state.md.us/MBE\\_Program/index.html](http://www.mdot.state.md.us/MBE_Program/index.html)**

**<http://cityservices.baltimorecity.gov/mwboo>**

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

**PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR**  
**PARTICIPATION**

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.



**HOWARD COUNTY, MARYLAND  
EQUAL BUSINESS OPPORTUNITY (EBO)  
SUBCONTRACTOR PARTICIPATION FORM**

COUNTY USE ONLY  
EBO APPROVAL

<b>CONTRACT TITLE: ROADWAY UTILITY PATCHING</b>		
<b>SOLICITATION #</b> 2016-31	<b>CAPITAL PROJECT #</b>	<b>CONTRACT / PO #</b>
<b>TERM:</b>	<b>RENEWAL #</b>	<b>AMOUNT \$</b>

<b>PRIME CONTRACTOR NAME:</b>			
<b>ADDRESS:</b>			<b>PHONE:</b>
<b>EBO STATUS (Y/N):</b>	<b>*EBO TYPE:</b>	<b>CERTIFYING AGENCY:</b>	<b>CERTIFICATION #</b>

<b>PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS</b>			
<b>INSTRUCTIONS FOR COMPLETING THIS FORM</b>			
<ul style="list-style-type: none"> <li>Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.</li> <li>This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.</li> <li><b>*EBO Types:</b> AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)</li> </ul>			

<b>SUBCONTRACTOR NAME:</b>			
<b>ADDRESS:</b>			<b>PHONE:</b>
<b>CONTACT REPRESENTATIVE:</b>		<b>EMAIL:</b>	
<b>*EBO TYPE (Check One)</b> <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS			
<b>CERTIFYING AGENCY:</b>	<b>CERTIFICATION #</b>	<b>EBO PARTICIPATION %</b>	
<b>DESCRIPTION OF WORK:</b>		<b>EBO PARTICIPATION \$</b>	

<b>SUBCONTRACTOR NAME:</b>			
<b>ADDRESS:</b>			<b>PHONE:</b>
<b>CONTACT REPRESENTATIVE:</b>		<b>EMAIL:</b>	
<b>*EBO TYPE (Check One)</b> <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS			
<b>CERTIFYING AGENCY:</b>	<b>CERTIFICATION #</b>	<b>EBO PARTICIPATION %</b>	
<b>DESCRIPTION OF WORK:</b>		<b>EBO PARTICIPATION \$</b>	

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

**HOWARD COUNTY, MARYLAND**  
**EQUAL BUSINESS OPPORTUNITY**  
**REQUEST FOR SUBCONTRACTING WAIVER**

NAME OF CONTRACTOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

SOLICITATION NUMBER: \_\_\_\_\_

I do hereby request that an exception be granted to the requirement that a minimum of percent of the total value of this contract be placed with MBE/WBE/DBE firms.

In connection with the above captioned project, and this request, I hereby certify that I am the \_\_\_\_\_  
(TITLE)

and duly authorized representative of \_\_\_\_\_  
(COMPANY NAME)

at \_\_\_\_\_  
(ADDRESS)

I further certify that I have enclosed a Schedule of Participation by MBE/WBE/DBE firms, which reflects the percentage and dollar value of MBE/WBE/DBE participation, which my company expects to achieve for this contract. That percentage is \_\_\_\_ and the dollar value is \$ \_\_\_\_\_.

Therefore, the Request for Exception is for \_\_\_\_\_ percentage and \$ \_\_\_\_\_ dollar value.

To support this Request for Exception, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief (Include the following. Use as many pages as necessary):

1. A statement of the efforts made by your company to contact and negotiate with MBE/WBE/DBE firms, including the names, addresses, and telephone numbers of MBE/WBE/DBE firms contacted and a description of the information provided to MBE/WBE/DBE firms regarding the plans and specifications for portions of the work to be performed.
2. A statement of the efforts made by your company to select portions of the work proposed to be performed by MBE/WBE/DBE firms in order to increase the likelihood of achieving the stated goal.
3. For each MBE/WBE/DBE firm which placed a bid which your company considers to be unacceptable, submit a statement which explains the basis for your conclusion that the MBE/WBE/DBE firm is unacceptable.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

## Information on Howard County, Maryland's Living Wage Requirement

### Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

### Current Living Wage Rate in Howard County

As of January 26, 2015, the Living Wage Rate is **\$14.57 per hour**.

### How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 26, 2015, the Federal HHS Poverty Guideline was published as \$24,250 for a family of 4 (see [www.aspe.hhs.gov/poverty](http://www.aspe.hhs.gov/poverty)).

$$125\% \text{ of } \$24,250 = \$30,312.50 \quad \$30,312.50 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \textbf{\$14.57 per hour}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing). It is the contractor's responsibility to ascertain the current rate.

**Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals.** All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

**If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at [purchasing@howardcountymd.gov](mailto:purchasing@howardcountymd.gov) or 410-313-6370.**



**Howard County, Maryland Wage Rate Requirements for Service Contracts  
Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)**

Prime Contr.	Sub- Contr.	<b>Section 1: Exemptions</b>	Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.
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<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term. Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period. Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion. Contractor or Subcontractor is a public entity. Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited). Contractor or Subcontractor is a regulated public utility. Contract was awarded under a cooperative procurement with another government or organization of governments.
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Check here ☐ if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.

<b>Section 2: Certifications</b>	<ul style="list-style-type: none"> <li>If you checked any exemptions in Section 1, skip this section and continue to Section 3.</li> <li>If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.</li> </ul>
--------------------------------------	--

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☐ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☐ **If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

<b>Section 3: Contact Information</b>	Provide your contact information in the space below, then sign and date this form and submit it with your bid.
---	--

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

<b>Office of Purchasing Use Only</b>	Contract Title: ROADWAY UTILITY PATCHING		<b>Buyer's Initials:</b>  ACA
	Contract No:	Renewal No:	
	Solicitation: 2016-31	Capital Project:	

