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**REQUEST FOR PROPOSALS**  
**RFP NO. 06-2017**  
**DESIGN/BUILD SERVICES: FONT HILL TRIBUTARY STREAM**  
**RESTORATION –**  
**CENTENNIAL LANE WEST**

**OPENING: FEBRUARY 15, 2017 AT 11:00 A.M.**  
**PRE-PROPOSAL CONFERENCE: JANUARY 12, 2017 AT 1:00 P.M.**

**BUYER: Evangeline Bolder, Senior Buyer**  
**PHONE: 410-313-6373 ▪ EMAIL: [ebolder@howardcountymd.gov](mailto:ebolder@howardcountymd.gov)**



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**HOWARD COUNTY, MARYLAND**

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**OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046  
[www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)



*Formal RFPs and RFP Results are available on our website*

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY  
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

## SECTION A

## KEY INFORMATION SUMMARY

<b>RFP Number:</b>	06-2017
<b>RFP Name:</b>	Design/Build Services: Font Hill Tributary Stream Restoration – Centennial Lane West
<b>Issue Date:</b>	December 27, 2016
<b>Buyer:</b>	Evangeline Bolder, CPPB
<b>Pre-Proposal Date:</b>	January 12, 2017 at 1:00 p.m.
<b>Pre-Proposal Location and Registration:</b>	Please register by contacting Karen Aghdassi at <a href="mailto:kadgdassi@howardcountymd.gov">kadgdassi@howardcountymd.gov</a>
<b>Questions Due and to Whom:</b>	Questions due no later than 4:00 p.m. on January 25, 2017 Submit questions to: Evangeline Bolder at <a href="mailto:ebolder@howardcountymd.gov">ebolder@howardcountymd.gov</a>  Questions must be submitted to the Buyer at the email address listed above.
<b>Proposal Due:</b>	February 15, 2017 PRIOR TO 11:00 A.M. EST
<b>Mail/Deliver Proposals to the Issuing Office:</b>	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370  <b>PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.</b>
<b>Agreement Term:</b>	n/a
<b>Bid Deposit:</b> <b>Performance Bond:</b>	5% 100%
<b>EBO Subcontracting Participation:</b>	10% goal

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the 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 Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations.**

[www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)

**SECTION B****PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
  - 6.1 Contractor's name;
  - 6.2 Address;
  - 6.3 Federal tax identification number;
  - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXX);
  - 6.5 Purchase Order number (the first digit is 2XXXXXXXX);
  - 6.6 Contract line number, if applicable;
  - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
  - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
  - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
  - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.
- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.

- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfulfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if 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. 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.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. 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.

## SECTION C

### GENERAL CONDITIONS

#### 1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Buyer – The County’s Purchasing Representative for the resulting Agreement
- 1.4 Agreement – The Request for Proposal documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders
- 1.5 County – Howard County, Maryland
- 1.6 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.7 Contractor – Any offeror; most often the successful offeror. For this RFP the term Contractor will be considered the same as the term Design Build Team (DBT) since the project is a combination of design and construction.
- 1.8 Design Build Team – See Definition 1.7 above.
- 1.9 Designee – Specifically appointed alternate signatory or decision maker
- 1.10 Equal Business Opportunity (EBO) – The County’s minority business enterprise program
- 1.11 Issuing Office – The Howard County Office of Purchasing
- 1.12 Offeror – Any entity that submits a response to this solicitation
- 1.13 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.14 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.15 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.16 Solicitation – The Request for Proposal
- 1.17 User Agency – County department or office for which goods and/or services are being purchased

#### 2 BID DEPOSIT:

- 2.1 When deemed necessary, a bid deposit may be required. This requirement is described in Section E of this solicitation. Such bid deposits shall be in the amount deemed adequate by the County. The deposit shall be a certified check, cashier’s check, or treasurer’s check drawn upon a solvent clearing house bank, or a bid bond issued by an insurance company licensed to do business in Maryland made payable to Director of Finance, Howard County, Maryland. A combination of certified check and bid bonds is not an acceptable response to the bid deposit requirement.
- 2.2 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.
- 2.3 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.

3 **PERFORMANCE BOND:** A performance bond for of the full amount of the Agreement shall be required of the Contractor within ten days after award notification. The bond shall be issued by a surety company licensed to do business in Maryland.

#### 4 RESERVATIONS:

- 4.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee’s reasoned judgment, the public interest will be served thereby.

- 4.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 4.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 4.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 4.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 4.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
- 5 **PERIOD OF VALIDITY:** Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 6 **DELIVERY:**
- 6.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 6.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
- 6.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 6.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.
- 7 **GOVERNING LAW:**
- 7.1 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.
- 7.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 8 **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.

- 9 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 10 **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.
- 11 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 12 **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 13 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 14 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 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 **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 17 **INTEGRATION AND MODIFICATION:** This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 18 **NON-ASSIGNMENT OF AGREEMENT:** Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

## 19 AGREEMENT:

- 19.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's Agreement may result in rejection of the proposal.
- 19.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

## 20 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 20.1 The County operates under a public information law, which permits access to most records and documents.
- 20.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

## 21 CO-OPERATIVE PURCHASE:

- 21.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, schools 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 Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 21.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. 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.

## 22 AWARD NOTIFICATION:

- 22.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.
- 22.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement\* the completed EBO Schedule of Participation and the Maryland Registration Certificate of Good Standing.

**\* As Offerors have had an opportunity to note Exceptions to the Agreement with their proposal submission, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I. PRIOR TO SUBMISSION OF YOUR PROPOSAL.**

## 23 TERMINATION:

- 23.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if 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. 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.

- 23.2 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 Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations 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.

## SECTION D

### SPECIFICATIONS

- 1 BACKGROUND: Howard County performs watershed restoration projects as part of meeting its National Pollutant Discharge Elimination System (NPDES) permit conditions and Total Maximum Daily Load (TMDL) goals and desires to perform the Font Hill Tributary Stream Restoration – Centennial Lane West Project (the Project) as part of its watershed restoration efforts. The project limits defined herein were identified as part of Howard County’s Little Patuxent and Middle Patuxent Watershed Study, which was completed in December 2015.
  
- 2 STATEMENT OF WORK: Howard County, Maryland, (the “County”), seeks a qualified design and construction firm/team (the “Design Build Team (DBT)”), to furnish services to include but not be limited to designs, surveys, permitting, installation, landscaping, and public outreach for new stream restoration/stabilization.
  - 2.1 The project limits consist of the existing stream starting approximately 6,000 linear feet upstream from Centennial Lane to the downstream limit at Centennial Lane. A location map of the project limits is provided as Exhibit III. No changes to the Centennial Lane culvert are anticipated by this project. The restoration project includes the tributaries within the County Open Space, which are also shown on the location map.
  - 2.2 The County will provide support documents to the DBT including a topographic field survey map, and existing water, sewer, storm drain utility plans for the project area. Note that the field survey was completed in June 2016. On July 30, 2016 the project area experienced significant flooding. A visual review of the study area indicated minor changes to the topography due to this storm, but the DBT is responsible for verifying the topographic base map to his satisfaction. Note that the DBT may require additional survey or topographic information (including utility locations) to perform its work. The DBT must account for these services within their project schedule and design submittals.
  - 2.3 The DBT is responsible for obtaining all necessary county, state, and federal permits and approvals for the Project. Upon request the DBT shall provide the County with copies of documents related to any permit. The DBT is responsible for organizing any review agency meetings and will invite the County to the meetings.
  - 2.4 At a minimum the DBT will meet with the County quarterly for updates, progress report review, and discussion of plans for the upcoming quarter. The DBT will provide the County with monthly progress reports and invoices.
  - 2.5 DBT will be available for public meetings. The County will organize the meetings and the DBT shall be prepared to attend the meetings and provide basic graphics and plans for presentation at the meetings. The County currently anticipates two (2) public meetings during the design/permitting phase and two (2) public meetings during the construction phase but this number can change based on community interest in the project.
  - 2.6 The DBT shall prepare design plans and computations for the Project and shall submit the plans and computations to the County for review at the 30%, 65%, and 95% design stages.
  - 2.7 The required engineering, permitting, and construction services to be provided by the DBT will include, but not be limited to:
    - 2.7.1 Stream restoration design and construction.
    - 2.7.2 Hydraulic analysis, design, construction and agency approval for specific structures.
    - 2.7.3 Landscape design and construction.
    - 2.7.4 Erosion and sediment control (E&S) design implementation and approvals (including final NPDES and HSCD E&S approvals).

- 2.7.5 Engineering studies and reports required to meet the contract or permit requirements or to address any comments from the County or other agencies related to meeting or modifying the contract or permit requirements.
  - 2.7.6 General coordination with the County (includes obtaining required approvals).
  - 2.7.7 Additional data collection (includes surveying, geotechnical, etc., as needed).
  - 2.7.8 Produce required deliverables.
  - 2.7.9 Environmental permit activities (including obtaining permits as described herein).
  - 2.7.10 Community relations.
  - 2.7.11 Maintenance of project site(s) including mowing, watering, and dust control.
  - 2.7.12 Any other items required to successfully complete the project.
- 2.8 The County anticipates that all work including access to the work area will be on County property or easements. If the Contractor proposes any work or access through private property, he is responsible for acquiring the necessary easements/permissions for working on private property at no expense to the County.
- 2.9 In order to gain a better understanding of the soil in the project limits the DBT will be allowed, with prior authorization by the County, to perform hand augers prior to the DBT's proposal submittal. If the DBT wishes to perform soil borings they will only be allowed once a DBT has been selected for the project and the cost of the borings should be included in the DBT's proposal.
- 2.10 The DBT must demonstrate the variety of stream restoration techniques they are capable of designing and installing in their proposal although not every technique must be used on this project. All stone proposed to be used for this project shall be natural in color. All plants proposed for this project shall be native species.
- 2.11 The DBT is responsible for maintaining a safe work site at all times. The County will require the placement of orange safety fence around active work areas on the site. All required sediment and erosion controls, maintenance of stream flow, and maintenance of traffic shall be the responsibility of the DBT.
- 2.12 The DBT is responsible for addressing any utility conflicts caused by the proposed work or created by his construction activities.
- 2.13 After the project construction has been completed the DBT shall supply the County with As-Built plans (and computations if applicable) including a certification that the construction was performed in conformance with the design documents. Project construction shall be considered complete when the County/DBT have performed a punch list review and the punch list items have been addressed to the County's satisfaction at which point the warranty period will begin. As part of the As-Built process permanent concrete benchmarks will be required for future monitoring by the County. The exact number of benchmarks will be determined based on the final project design.
- 2.14 A one year warranty shall be included for the plant material. For plant material the 1 year warranty should be defined as one full growing season and not necessarily one calendar year.
- 2.15 Milestone Reviews and Timeframes
- 2.15.1 The DBT must notify the County 14 days prior to the date of all intended submissions. The County will review the plan submittals and return comments within 30 calendar days of receipt of the plans, beginning on the day after receipt of the plans. Review time for submissions to the County shall not be the basis of a claim or time extensions against the County. Third party reviews such as Utilities and Environmental Agencies will still require hard copies. The DBT shall deliver plans directly to third parties.
  - 2.15.2 The County may conduct formal review meetings at these milestones and provide comments for the DBT to address. In either case, the DBT shall be required to address all issues identified, to the satisfaction of the County, before the County will grant the milestone approval. All comments will be address by the DBT in a point-by-point response letter. For the protection of both the DBT and the County all submittals

prepared by the DBT shall be dated and initialed by the DBT as a file copy submission.

- 2.15.3 Once the final plans are “approved”, the DBT shall submit the title sheet that is signed and sealed by the DBT’s Engineer to the County Project Manager. The title sheet shall be returned to the DBT with signatures from the appropriate officials of the County. The DBT shall then submit 2 sets of full size and 2 sets of half size plans and specifications to the County for the internal distribution. One set of reproducibles shall also be submitted. The DBT is responsible for any external distributions associated with the DBTs personnel, subcontractors, sub consultants, suppliers etc.
- 2.15.4 Final contract plans submission shall meet file storage requirements and will be considered the record plan set for seals and signature. Electronic files shall be for documentation purposes only. All revisions to approved plans and as-built revisions shall be made on both the hard copy originals and in the electronic files.
- 2.15.5 The following submissions shall be made:
- 2.15.5.1 Conceptual Design Review - The DBT shall be responsible for the development of conceptual design plans for review and approval by the County, and regulatory agencies. The DBT shall submit two sets of the concept plans, specifications, and Design Concept Report to the County Project Manager. The Concept Plans will require review and approved by the County. Upon County approval, the DBT shall forward to the applicable regulatory agencies for review and approval.
- 2.15.5.2 Semi-Final Design Review - The DBT shall be responsible for the development of semi-final (65%) design plans for review and approval by the County, and regulatory agencies. The DBT shall submit two sets of the semi-final plans, specifications, and Design Report to the County Project Manager. The Semi-Final Plans will require review and approval by the County. Upon County approval, the DBT shall forward to the applicable regulatory agencies for review and approval.
- 2.15.5.3 Final Plans and Specifications - The DBT will be required to submit two sets of the Final Plans and Specifications when the design is 100% complete. One set of reproducible plans shall also be submitted when the DBT is notified that the design is complete.

2.16 Environmental Permits:

- 2.16.1 The DBT shall procure all other approvals, permits and licenses pay all charges, fees and taxes and give notices necessary or appropriate for the prosecution of the work. This includes approvals for on-or off-site staging, stockpiling areas, disposal sites and borrows pits, if applicable.
- 2.16.2 If the DBT determines that wetlands, buffers, floodplains or forest will be impacted, the DBT shall be responsible to obtain the necessary permits from regulatory agencies. The DBT shall be responsible for addressing any comments or issues the regulatory agencies and/or the County may have, including those pertaining to avoidance and minimization measures. The DBT shall also be responsible for designing, implementing, and monitoring any mitigation which may be required due to the additional wetlands, buffers, and floodplain or forest impacts proposed by the DBT. It is not the responsibility of, nor guaranteed by, the County that approval or authorization will be granted by the regulatory agencies.

2.17 Check Shop Drawings:

- 2.17.1 The DBT shall be responsible for checking all shop drawings for hydraulic structures, non-standard drainage structures and all other designed structures prior to manufacture

and/or placement of such structures. The DBT shall check all such shop drawings and stamp their approval prior. A copy of the approved shop drawings along with the necessary structural computations shall be submitted to the County Project Manager.

- 2.17.2 The DBT shall challenge all the work of the detailer, approving that which is correct or most appropriate and red lining and commenting on incorrect or less appropriate details or design. The importance of this approach is emphasized since inferior detailed design could negate the benefits of quality general design. Each shop drawing shall bear the official stamp of the DBT Engineer, attesting to their review and approval by the DBT Engineer. This work is to be done under the supervision of and shall be the responsibility of a Maryland Registered Professional Engineer.

2.18 Conformance with Approved Plans and Specifications:

- 2.18.1 All work shall be done in conformance with the details and dimensions shown on the approved Final Plans and Specifications, and shall meet the requirements in the specifications/special provisions approved as a part of the Final Plans and Specifications submission and portions thereof. All plan revisions made after Final Plans and Specifications approval shall have approval of the County prior to implementation.

- 2.18.2 Revisions - Redesigns after Final Plans and Specifications approval shall be superimposed on the original project plans in red. Old design details, dimensions and notes shall not be erased, but X'd out in red. The date that the revision was made shall be indicated in the title block of each revised plan sheet. Revisions require prior approval of the County Project Manager. The DBT is responsible for preparation of all Red Line Revisions.

- 2.18.3 As-Built Drawings - Field changes/variances from the details and dimensions shown on the plans shall be superimposed on the approved set of drawings in green. Old details, dimensions and notes shall not be erased, but X'd out in green. Each revision must be identified by the revision number. The date that the revision was made shall be indicated in the title block of each revised plan sheet. The As-Built Plans shall reflect any field revision made during construction. The DBT shall submit one comprehensive set of As-Built plans at the completion of the project that are signed and sealed by the Engineer for review by the County Project Manager. With the Project Manager's approval the DBT shall generate a redlined set of reproducibles for the County as well as a digital version of the As-Built drawings.

- 2.18.4 Photo documentation - The DBT shall be responsible for taking photos of the project prior to work beginning, during construction, and after the project has been completed. A CD with all photos will be provided to the County as part of the As-Built submittal. Videos are not required but will also be accepted in addition to still photographs.

- 2.19 Hydrology and Hydraulics: County approved peak discharges will be needed for, at a minimum, the 2-, 10-, and 100-year flows to obtain a waterway construction permit. Discharge point locations are to be determined by the DBT with approval by the County Project Manager. The DBT is responsible for the following:

- 2.19.1 The DBT is to perform all hydrology and hydraulic studies to secure MDE permit modifications and approvals for the proposed work. At minimum the studies shall include the following items:

2.19.1.1 The Hydrologic Analysis Study and Report for the existing and ultimate land use conditions.

2.19.1.2 A geomorphic assessment of the reaches.

2.19.1.3 The Hydraulic Analysis Study and Report for the existing and proposed conditions.

2.19.1.4 Surveys needed to complete the hydraulic study.

- 2.19.2 The Hydrology and Hydraulic Analysis Reports shall contain the completed text,

exhibits, summary tables, computer output data, and other technical information. The DBT shall determine the impacts the proposed project would have on the hydraulic characteristics such as water surface elevations, flow velocities, Froude numbers and shear stress in the channel. All the pages within the report shall be numbered, dated and shall be placed in an 8 ½-inch by 11-inch, three-hole binder.

- 2.19.3 Upon completion of the Hydrologic and Hydraulic Analysis Reports, the DBT shall submit the report to the County Project Manager for review and concurrence prior to submittal to MDE. The DBT shall submit the Hydrologic Analysis Report and the Hydraulic Analysis Report to MDE for review and approval and copy the County. Upon approval from MDE, the DBT shall provide one copy of the final approved report and files on CD, and the notification of MDE approval to the County Project Manager.
- 2.19.4 Little Patuxent River Stream LPR-6 has a designated FEMA Special Flood Hazard Area (SFHA) AE floodplain, as shown on the Flood Insurance Rate Map (FIRM) for Howard County, Maryland, Community-Panel Numbers 24027C0070D and 24027C0090D, dated November 6, 2013 and the website [www.mdfloodmaps.org](http://www.mdfloodmaps.org). The proposed design may impact the FEMA-regulated 1-percent annual chance floodplain limits and water surface. A FEMA National Flood Insurance Program NFIP permit or Floodplain Conditional Letter of Map Revision (CLOMR) may be required. The DBT, if necessary, shall prepare the FEMA permit, or CLOMR, in conformance with all applicable regulations and codes. The DBT shall coordinate with the County throughout the duration of submitting and meeting all subsequent requirements of the required FEMA approval. The DBT shall provide the County with copies of the permit submission, and all related documents.

2.20 Channel Design and Stability Assessment:

- 2.20.1 Determine impairments of physical stability and the ecological function and values of the stream system, including the stream channel, floodplain and riparian areas. Determine a geomorphically significant design discharge(s) based on a combination of hydrologic modeling, regional hydrologic relationships, geomorphic principles and field indicators.
- 2.20.2 Develop a proposed channel and floodplain geometry in plan form, profile and cross-section that remains stable across the range of flow events expected to produce maximum erosive forces and velocities at the site including up to the 100-YR storm event. The proposed channel and floodplain geometry and stability measures must prevent continued erosion of the system and be resistant to changes induced by proposed conditions. Stability measures incorporated into the design must consider thermal impacts to the stream system. The County reserves the right to reject any design which may cause an increase to the water temperature leading to negative impacts on the stream system.
- 2.20.3 The proposed channel design must demonstrate equilibrium of sediment transport conditions through an analysis of sediment transport competence and/or capacity. The sediment transport analysis must utilize equations, models or methods consistent with the geomorphic context and characteristics of site bed material and anticipated sediment load.
- 2.20.4 The Stream Restoration Assessment and Design Report shall define the assessment methodologies, results and supporting documentation and calculations on the topics described above. The report must be provided to the County in draft form prior to acceptance of the proposed design.
- 2.20.5 Design in-stream structures to stabilize the channel bed or bank within the character of the proposed design strategy. Any in-stream structures proposed and constructed by the

DBT may not create a barrier for any aquatic species that may be reasonably expected to be present at the site presently or anticipated following construction. Materials for the structures must be designed to resist the range of forces and velocities in the channel in proximity to the structure(s) at discharges up to the 100 YR storm event. Design computations must be provided to the County indicating the resistance and/or design life of any stone, wood, or other materials integral to the structural stability of all in-stream structures, prior to final approval of the design plans. A design narrative and the computations described above must be included in the Stream Restoration Assessment and Design Report. Details and specifications depicting the materials, methods, and means of construction must be provided to the County in each plan submittal.

- 2.20.6 Design channel geometry, in-stream structures, floodplain and landscape elements to enhance and improve aquatic and riparian habitat. Features for aquatic and riparian species including but not limited to aquatic macroinvertebrates, fish, amphibians, reptiles and the vegetative communities are recommended. Discussions of in-stream habitat requirements will be required for permit acceptance and approval and must be included in the Stream Restoration Assessment and Design Report and approved by the County prior to final plan acceptance.
- 2.20.7 To obtain a permit from the United States Army Corps of Engineers it is anticipated that the proposed design must employ strategies that describe the design and construction elements that provide ecological uplift from the existing impaired condition of the system. It is the responsibility of the DBT to provide the above information to obtain all environmental permit modification. The Functional Lift Pyramid may provide a framework for presenting this information; however, other methods for determining ecological lift can be presented. Discussions of Ecological Uplift Design requirements will be required and must be included in the Stream Restoration Assessment and Design Report and approved by the County prior to final plan acceptance.
- 2.20.8 The DBT must provide a Stream Restoration Assessment and Design Report and plans to the County. The County must approve all design methods, computations and reporting prior to design acceptance which must occur prior to the DBT applying for permit modifications and approvals. The DBT is responsible for rectifying any deficiencies perceived by the regulatory agencies even if the County has approved the report prior to issuance of the required permit modifications. The Stream Restoration Assessment and Design Report may be combined with the Hydrologic and Hydraulic Assessment Reports.

2.21 Landscaping and Reforestation:

- 2.21.1 The County requires that the project design minimize the amount of trees removed and void or minimize impacts to existing tree stands and specimen trees through sound tree protection measures.
- 2.21.2 All impacts to individual trees, woods, and forest areas occurring as part of this project, including, but not limited to: crown and branch pruning, tree clearing, and root pruning shall be in accordance with the Forest Conservation Act (FCA). Tree removals and tree protection efforts shall be shown on the construction plans.
- 2.21.3 The DBT is advised of the expansion of the Maryland Department of Agriculture (MDA) Quarantine due to the discovery of Emerald Ash Borer in Howard and Anne Arundel Counties in 2011. Per Plant Protection Order #11-02, effective July 11, 2011, regulated materials are not to be moved out of quarantine areas. Regulated areas include all 14 Maryland Counties west of the Chesapeake Bay and Baltimore City. Regulated materials for the Emerald Ash Borer Quarantine include the following:

- 2.21.3.1 Emerald Ash Borer  
2.21.3.2 Hardwood firewood

- 2.21.3.3 Any piece of Fraxinus spp. (Ash), including cut or fallen, living or dead.
- 2.21.3.4 Any uncomposted Ash chips or uncomposted Ash bark, larger than one inch in any two dimensions.
- 2.21.4 The DBT shall employ the services of an individual who is an ISA Certified Arborist, MD Licensed Tree Expert, MD Registered Forester, or Maryland Licensed Landscape Architect, who shall conduct an on-site inspection to locate and identify any specimen or significant trees within the limits of disturbance plus 30 feet beyond the limits of disturbance. Specimen trees are defined as trees with a Diameter at Breast Height (DBH) of 30" or greater or at least 75% of the DBH of the MD State or Champion of the species, whichever DBH measurement is smaller.
- 2.21.5 Prior to performing any ground disturbing work, the DBT shall be responsible for obtaining Forest Conservation Act approval from Maryland Department of Natural Resources (DNR). This includes, but not limited to, the preparation of Forest Conservation Plan and supporting documents.
- 2.21.6 Reforestation of all areas within the final Limits of Disturbance, where there are existing forest and where allowable, shall be the responsibility of the DBT. Reforestation plantings shall be coordinated with and approved by the County. On-site reforestation described in this document shall be made part of this contract.
- 2.21.7 Trees and shrubs shall not be planted in County sanitary sewer easements. Additional setbacks may be required at the discretion of the utility owner.
- 2.21.8 Successful landscape plantings cannot be successfully established without management of invasive species and woody and herbaceous weeds.
- 2.22 Invasive Species and Prohibited Weeds: Invasive species and prohibited weeds listed in the table below shall be treated and removed within the project limits in coordination with the County.

<b>Herbaceous</b>	<b>Vines</b>	<b>Trees/Shrubs</b>
Common Reed (Phragmites)	English Ivy	Bradford/Callery pear
Japanese Knotweed	Grape	Mimosa
Johnsongrass	Japanese Honeysuckle	Mulberry
Purple Loosestrife	Kudzu	Multiflora Rose
Thistle (all types)	Mile-a-minute	Paulownia
	Oriental Bittersweet	Privet
	Porcelain-berry	Russian/Autumn Olive
		Tartarian Honeysuckle
		Tree of Heaven
		Winged Euonymus

- 2.22.1 The DBT shall develop a treatment plan and schedule detailing proposed methods for control and removal of invasive species/prohibited weeds for review and approval by the County.
- 2.22.2 The DBT shall conduct invasive species management operations as appropriate for proposed final reforestation. For example, operations using herbicides will be scheduled with sufficient lead time prior to plant installation or seeding. Herbicides shall be applied according to MDA requirements and applicable State and Federal Laws. Appropriate licenses will be required.
- 2.22.3 The DBT shall design and install reforestation plantings that are appropriate to site conditions and constraints. The DBT shall be responsible for ensuring that all

requirements for planting densities, plant species, species mix, and spacing are met. The DBT shall reforest and/or revegetate riparian areas that are suitable for tree plantings within the project's Limit of Disturbance. The DBT shall maximize planting whenever possible.

2.22.4 Reforestation shall be designed in accordance with the following:

2.22.4.1 Plantings shall consist of random arrangements of native trees and shrubs, under planted with native low-maintenance groundcover such as meadow or shrub seeding. A mix of native evergreen and deciduous tree species and shrubs of the Piedmont region of Maryland shall be specified as appropriate to site conditions. The County will reject unacceptable species.

2.22.4.2 Turfgrass Establishment or Turfgrass Sod Establishment shall not be used within Reforestation or Revegetation Planting areas without approval of the County. Reforestation areas shall receive Shrub Seeding, Meadow Establishment, or other native seeding as approved by the County.

2.22.5 Reforestation plantings shall be provided at a ratio of 1:1. In other words, one (1) acre of reforestation plantings is required for an acre of impacts of existing forest. Species selected for the floodplain plantings must be suited for site conditions and are subject to approval by the County. Reforestation areas species diversity and planting density shall be as follows:

2.22.5.1 Project Reforestation stock shall be composed of a mix of at least eight species of deciduous and evergreens trees and shrubs, with no more than 30% from the same taxonomic family. Individual reforestation areas smaller than one acre in size may be composed of a mix of at least six species provided no more than 30% are from the same taxonomic family.

2.22.5.2 Reforestation shall consist predominantly of trees with shrubs allowed only along the stream.

2.22.5.3 Reforestation Plantings shall be composed of planting stock installed at the following minimum rates per total reforestation acreage:

2.22.5.3.1 Trees at 200 trees per acre for 1" caliper and 100 trees per acre for 2" caliper composed of:

2.22.5.3.1.1 80% Single leader deciduous trees #3 CG;

2.22.5.3.1.2 20% Evergreen trees B&B or #3 CG

2.22.5.3.2 Shrubs

2.22.5.3.2.1 24" height CG (#3 min)

2.22.5.3.2.2 Minimum 4 species

(Container classes for container grown stock are to be specified according to ANSI Z60-1.2004 or the latest edition.)

2.22.6 Deer are prevalent in the project area; therefore, tree shelters shall be installed around planted trees and trees should be at least 6 to 7 feet tall when planted with a mix of 1" and 2" caliper trees.

2.22.7 Bioengineering plantings are anticipated for use in bank stabilization treatments. Use of live stakes, live brush layering, live fascines, rooted cuttings, tubelings, plugs, and other bioengineering measures are encouraged. A minimum of four species is to be used. Type, size, density and location of bioengineering species are at the discretion of the DBT with approval of the County.

2.23 Utilities within Project Limits

2.23.1 The DBT is alerted to the possible presence of overhead and underground utilities including, but not limited to water, sanitary sewer, gas, electric, communications, utility conduit, poles and house service connections that are located within the limits of the construction project on Howard County property. Of these possible utilities sanitary sewer is the most prevalent. It is the responsibility of the DBT to avoid, protect, and coordinate these utilities as necessary to maintain service, safety and project schedule with minimal disruption to the public.

2.23.2 The DBT is responsible to coordinate with these utilities on the overall project design, schedule and construction. As it is impossible to determine how a DBT will perform certain operations or how much space will be needed to perform those operations, any relocations will be based on the utility companies' safety and clearance requirements. It may be necessary for the DBT to utilize non-typical methods in some cases to avoid impacting utility facilities. Associated costs will be incidental to the overall contract lump sum.

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2.23.3 Howard County Sewer and BGE Gas and Electric maintain existing facilities within the limits of this project. These utility facilities are not anticipated to be impacted. The DBT shall incorporate and make provisions in the design for all existing utilities. This includes scheduling meetings with each utility owner and maintaining ongoing coordination during the entirety of this contract. The DBT shall identify all potential conflict areas both overhead and underground and perform test pits to verify conflicts. Alternative studies to avoid utility relocations should also be conducted. Immediate notification shall be made by the DBT to the utility owner and County Project Manager if a conflict with these utilities is identified. If the DBT impacts these facilities, the DBT will be responsible to coordinate the necessary design and relocation. The coordination, design and relocation of the impacted utility shall be at no cost to the County or the utility owner.

2.23.4 The DBT shall be responsible for the cost of any and all temporary utility relocations, including the cost of temporary easements to accommodate its own construction operations and/or methods and all work required to be performed by the utility companies.

2.23.5 If utility relocations are required, the DBT shall obtain all necessary Governmental Approvals with regard to utility work that it performs including service connections. The County will require utility relocation plans that have been approved by the utility owner and DBT with the permit package. If the DBT has reasonable cause to believe that a utility owner performing construction work on the site does not have necessary approvals, or is in violation of the approvals, the DBT shall notify the County immediately after discovery.

- 2.23.6 The DBT is responsible to follow the MISS UTILITY process prior to any excavation or work associated with this project. Utility locations shown on the plans are for the convenience of the DBT and shall not be considered accurate or complete unless it has been located and verified by a test hole. The cost for this coordination and time consumption is considered incidental to all work performed. The DBT must contact “MISS UTILITY” via the internet at [www.missutility.net](http://www.missutility.net), two (2) business days in advance of performing any excavating or similar work. If the DBT is unable to contact MISS UTILITY via the internet, the DBT may call Miss Utility at 1-800-257-7777.
- 2.24 Howard County Sewer: Though no impact to Howard County sewer facilities is anticipated the following specifications shall apply to analyze existing Howard County sewer facilities for acceptable loads and in the event that their facilities are impacted.
- 2.24.1 DBT shall have the sewer closed-circuit television (CCTV) videoed before and after construction to document existing conditions to determine any damage caused by the construction. The exact limits of the CCTV will be verified by the County prior to being performed.
- 2.24.2 DBT shall provide a Geotechnical Report for the equipment loading on the existing sewer facilities within the project limits and shall submit the report to the County for review and approval. Sewer Contract 0179 contains 12-inch asbestos cement pipe (ACP) class 2400. Sewer Contract 0187 is 8-inch ACP class 2400. Sewer Contracts 1456, 1464, 1475, and 1608 are PVC pipe. The loading requirements (HS20, HS25, etc.) will depend on the heavy equipment used in the construction of the stream restoration project. If the external loadings exceed the requirements of the existing sewer mains, protection measures, approved by the County, shall be provided by the DBT when crossing the sewer pipes to ensure the facility is not impacted. The DBT is referred to Howard County Design Manual Volume II Water and Sewer for safety factors, deflection criteria, and other information necessary for their analysis. Note that the assessment and approval of loadings on and protection of the sewer pipes should be started early in the design process since this effort may require soil borings and may require significant time for approval.
- 2.24.3 DBT shall avoid damaging the manholes, if they are damaged the DBT is responsible for repair or replacement at the DBT’s expense.
- 2.24.4 No heavy equipment should be used over sewer lines in the stream channel. The DBT shall propose appropriate protection of the sewer lines where the sewer crosses the stream in the project limits for approval by the County, and accepted by MDE/USACE.
- 2.24.5 Protection of sewer and manholes along the stream bank shall be 10 feet of horizontal protection; imbricated or riprap protection or stone toe may be considered to reduce width but it is not preferred.
- 2.24.6 ***In the event of a water or sewer main break, the DBT shall immediately notify the Maryland Department of the Environment, Howard County Department of Public Works and the County Project Manager.*** In the event that raw sewage is spilled, discharged, leaked, or otherwise deposited in the open environment due to the DBT’s work, the DBT shall be responsible for any cleanup of solids and disinfection of the affected area and complying with any and all regulatory requirements with regard to the spill. This work shall be performed at the DBT’s expense with no additional cost to the County. Additionally the DBT shall be back charged for any fines, penalties or other costs or damages imposed upon the County by any Federal, State, Local regulatory agency or private party because of a spill or improper discharge by the DBT.
- 2.24.7 No blasting is allowed.
- 2.24.8 If keys are needed to open the sewer manholes, call Howard County Bureau of Utilities at least 48 hours prior to the utility investigation at 410-313-4900.

- 2.24.9 If any water main and/or sanitary sewer construction is needed, the DBT shall notify the County at least 72 hours prior to beginning construction. All water main and sanitary sewer construction shall be in conformity with the approved Construction Plans and the design shall be approved by the County prior to construction. An inspector, provided by the County, will inspect all water main and sanitary sewer construction. The DBT shall pay all costs for such inspection to ensure compliance with the standards and details of the County.
- 2.25 Stream Restoration Specialist: The DBT shall assign the Stream Restoration Specialist (SRS) to the project during design, stakeout and construction. This individual shall possess special knowledge, background, training, and experience in stream restoration construction in general, including but not limited to:
- 2.25.1 Avoidance and minimization of impacts to regulated resources, including forest, wetlands, wetland buffers, streams and floodplains during design and construction;
- 2.25.1.1 Maintenance of stream flow, including clean water pumps, dirty water pumps, and other related sediment and erosion control practices;
- 2.25.1.2 Construction of in-stream grade control structures, aquatic habitat structures, streambank stabilization measures, rock vanes and bioengineering;
- 2.25.1.3 Reforestation of riparian buffers and floodplains;
- 2.25.1.4 Stream restoration construction stakeout, tree protection methods, access to construction zones, clearing, erosion and sediment control installation, and earth disturbance activities in and adjacent to stream projects without disturbing adjacent or nearby natural resources such as wetlands, trees, etc.
- 2.25.1.5 Regulatory permitting and modifications, notifications, inspections, and reports that shall be the responsibility of the DBT;
- 2.25.1.6 DBT's responsibility regarding control of subcontractors and suppliers; and
- 2.25.1.7 Maintenance of project sequence of construction and limits of disturbance.
- 2.25.1.8 No later than 14 calendar days after the DBT receives Notice of Award from County, the DBT shall submit to the procurement officer sufficient documentation of the knowledge, background, training, and experience of the DBT's designated SRS.
- 2.25.2 The DBT shall assure that the SRS shall have full authority over the DBT staff and all subcontractors to manage the construction of all stream-related work elements contained in the approved design. In carrying out this requirement, the DBT shall assure that the SRS shall be present onsite at all times when either stream restoration work is being performed, or when the DBT or any of the DBT's subcontractors is performing work that may affect or impact in anyway the stream being restored.
- 2.25.3 The DBT may replace the assigned SRS, only by requesting such replacement in writing, and by submitting to the County, sufficient documentation of the knowledge, background, training, and experience of the DBT's designated replacement SRS, to allow the County to review the DBT's request. The DBT shall obtain the written approval of the County before formally assigning the replacement SRS to the Project. No individual may perform any stream restoration work or work of any other kind that may affect or impact in anyway the stream being restored, without the onsite presence of the DBT's approved SRS.
- 2.25.4 The DBT shall be aware and shall understand that the failure of the DBT to accord and support the authority of the SRS, as provided hereinabove, shall be a basis for the County, in the exercise of its sole discretion, to shut down the Contract until the DBT complies with this requirement.
- 2.25.5 The DBT also shall be aware and shall understand that the failure of the SRS to comply with any applicable regulatory requirement, to implement any element of the

Contract Documents, or to assure compliance by any workers onsite with such requirements or elements, shall be a basis for the County, also in the exercise of its sole discretion, to remove the SRS from the Contract, and to shut down the Contract until the DBT replaces the SRS with an individual of equal qualifications, as set forth herein, and the DBT's designation of the replacement SRS has been approved by the County.

2.26 Designated Specialist:

2.26.1 The DBT shall notify the County Project Manager a minimum of 2 weeks prior to beginning work. The County may provide a Designated Specialist (DS), at the County's sole expense, to be on site during construction to review components of the project. A DS who has expertise in stream restoration and who is thoroughly familiar with the proposed design may be assigned to the project and report directly to the County Project Manager. For purposes of this Project, the role and authority of the DS is defined as follows:

2.26.1.1 The DS will be responsible for observing and communicating to the County on the DBT's construction methods, materials and sequencing.

2.26.1.2 The DS may comment directly to the DBT's SRS. However, the DS may not direct change to the design or items that increase project costs.

2.26.1.3 The SRS may take the suggestions of the DS under advisement; however, the quantities and materials will remain the same and the construction specifications for these installations will still apply

2.27 Truck Staging and Access Road:

2.27.1 The DBT shall establish truck staging areas for all vehicles waiting to load or unload materials at the job site. Locate and submit for review staging areas where emissions will have the least impact on sensitive areas and the public. The County will review the selection of staging areas to avoid locations near sensitive areas or populations to the extent possible. All sources of emissions shall be located as far away as possible from fresh air intakes, air conditioners, and windows. The County Project Manager will approve staging areas before implementation.

2.27.2 Flag or stake the access road and the Limits of Disturbance, and have the County Project Manager field review the layout prior to construction. Minor changes to alignment may be necessary based on changed field conditions or to avoid unnecessary impacts to natural resources. Each temporary access road will measure at least 12 ft in width, and will be significantly wider in turns and at intersections. Minimize cuts and fills whenever possible, and properly stabilize exposed slopes to prevent erosion and runoff during construction.

2.27.3 At the discretion of the DBT timber mat access roads can be used in lieu of mulch access roads to reduce the necessary frequency of temporary access road maintenance, at no additional cost to the County. Use timber mat access roads on all sections where impacting wetlands is possible, critical root zones of significant trees, crossing utility lines (subject the results of the Geotechnical Report for County sewer pipes), or areas experiencing heavy use.

2.27.3.1 Mulch Access Road

2.27.3.1.1 The mulch access road is the default access road type. Construct the temporary access roads with a 12 in. minimum thickness layer of composted wood chip mulch underlain by natural fiber matting. Replenish composted wood chip mulch as directed by the County Project Manager or County Sediment Control Inspector during the construction period to maintain the minimum dimensions.

2.27.3.1.2 Place the natural fiber matting with seams parallel to the flow of traffic. Overlap natural fiber matting a minimum of 18 in. at seams and cover the entire width of the mulch access road.

2.27.3.1.3 Line the access road with orange construction fence as directed by the County Project Manager.

2.27.3.2 Timber Mat Access Road

2.27.3.2.1 Place the timber mat access road as shown on the Plans.

2.27.3.2.2 Construct the timber mat access road with a top layer of 3-Ply hardwood laminated/construction mat with a minimum thickness of 6 in. or equal to be approved by the County Project Manager. Underlay the matting with a 6-in. minimum thickness layer of wood chip mulch which itself will be underlain by natural fiber matting. Replenish composted wood chip mulch as needed during the construction period to maintain the minimum dimensions.

2.27.3.2.3 Place natural fiber matting with seams parallel to the flow of traffic. Overlap natural fiber matting a minimum of 18 in. at seams and cover the entire width of the timber mat access road.

2.27.3.2.4 Line the timber mat access road with orange construction fence as directed by the County Project Manager.

2.27.3.3 Removal: Upon completion of the project and at the direction of the County Project Manager the road is to be removed. A maximum of 3 in. of composted mulch and the natural fiber matting can remain on site. All other materials are to be removed and disposed of off-site unless directed by the County Project Manager.

2.28 Stone for In-Stream Structures: All boulders and stone material used to do the work shall be angular rock of appropriate color (e.g. green/gray, brown/gray, dark gray, and dark brown) from an approved source. White colored stone is not acceptable. All boulders and stone material shall be free from laminations, weak cleavages and will not disintegrate from the action of air, water or in handling and placing. Granular sedimentary stone is not acceptable. Concrete will not be considered as an alternative for stone. The stone shall have a minimum unit weight of 150-pounds per cubic foot.

2.29 Soil Stabilization Matting (SSM): SSM shall consist of machine-produced matting of uniform thickness, weave, or distribution of fibers, supplied in rolls at least 40 in. wide. SSM shall be smolder resistant. The chemical components shall be nonleaching, nontoxic to vegetation and germinating seed, and no injurious to the skin. SSM shall meet the following:

2.29.1 Type A: Degradable; excelsior or nonwoven coconut fibers with degradable, synthetic netting on top and bottom; netting shall not be permanent or quick break down.

<b>CRITERIA</b> *	<b>METHOD</b>	<b>MEASUREMENT</b>
Thickness	D 6525	At least 0.25 in.
Weight	D 6475	At least 7.9oz per yd. <sup>2</sup>
Tensile Strength – MD	D 6818	At least 6.25 lb. per in.
Tensile Strength – TD	D 6818	At least 4.7 lb. per in.
Light Penetration	D 6567	At least 5%

Slope Erosion – C Factor <sup>**</sup>	D 6459	No more than 0.2
Shear for 0.5 in Soil Loss <sup>**</sup>	D 6460	At least 1.75 lb. per ft. <sup>2</sup>
Netting Opening	<	No more than 2.0 x 1.0 in.
Thread	<	Degradable
Stitching and Spacing	<	No more than 4.0 in apart

\* Product shall be listed in the current AASHTO National Transportation Product Evaluation Program (NTPEP) Report for Erosion Control Products.

\*\* Large scale results shall be obtained by a Geosynthetic Institute accredited or other approved laboratory.

- 2.29.2 Type B: Permanent; non-woven, nondegradable, UV stabilized, synthetic fibers; with non-degradable, UV stabilized, synthetic netting on top and bottom.

CRITERIA <sup>*</sup>	METHOD	MEASUREMENT
Thickness	D 6525	At least 0.3 in.
Weight	D 6655	At least 10.0 oz. per yd. <sup>2</sup>
Tensile Strength – MD	D 6818	At least 12.5 lb. per in.
Tensile Strength – TD	D 6818	At least 12.5 lb. per in.
Tensile Strength > 500 hr. exp.	D 4355	At least 80 % of original
Light Penetration	D 6567	At least 10 %
Slope Erosion – C Factor <sup>**</sup>	D 6459	No more than 0.2
Shear for 0.5 in Soil Loss <sup>**</sup>	D 6460	At least 2.25 lb. per ft. <sup>2</sup>
Netting Opening	<	No more than 1.0 x 0.75 in.
Thread	<	Nondegradable, UV stabilized, synthetic
Stitching and Spacing	<	No more than 4.0 in. apart

\* Product shall be listed in the current AASHTO National Transportation Product Evaluation Program (NTPEP) Report for Erosion Control Products.

\*\* Large scale results shall be obtained by a Geosynthetic Institute Accredited or other approved laboratory.

- 2.29.3 Type C: Permanent, nondegradable, synthetic lattice; and easily filled with soil.

CRITERIA	METHOD	MEASUREMENT
Thickness	D 6525	At least 0.4 in.
Weight	D 6655	At least 7.0 oz. per yd. <sup>2</sup>
Tensile Strength – MD	D 6818	At least 12.5 lb. per in.
Tensile Strength – TD	D 6818	At least 9.5 lb. per in.
Tensile Strength > 500 hr. exp.	D 4355	At least 80 % of original
Porosity or Open Area	<	At least 80 %

- 2.29.4 Type D: Degradable; woven coir.

CRITERIA	METHOD	MEASUREMENT
Thickness	D 6525	At least 0.30 in.
Weight	D 6475	At least 19.0 oz. per yd. <sup>2</sup>
Porosity or Open Area	<	At least 35 %

- 2.29.5 Type E: Degradable; excelsior, straw, or straw/coconut blend fibers; with degradable, synthetic netting on top and bottom; netting shall not be permanent or quick break down.

<b>CRITERIA</b> *	<b>METHOD</b>	<b>MEASUREMENT</b>
Thickness	D 6525	At least 0.25 in.
Weight	D 6475	Excelsior - 6.0 to 7.9 oz. per yd. <sup>2</sup> Straw and Straw / Coconut – At least 6.0 oz. per yd. <sup>2</sup>
Tensile Strength – MD	D 6818	At least 6.25 lb. per in.
Tensile Strength – TD	D 6818	At least 2.5 lb. per in.
Light Penetration	D 6567	At least 5 %
Slope Erosion – C Factor **	D 6459	No more than 0.2
Shear for 0.5 in Soil Loss **	D 6460	At least 1.5 lb. per ft. <sup>2</sup>
Netting Opening	<	Excelsior – No more than 2.0 x 1.0 in. Straw and Straw / Coconut – No more than
Thread	<	Degradable
Stitching and Spacing	<	Excelsior – No more than 4.0 in. apart Straw and Straw/Coconut – No more than 2.0 in apart

\* Product shall be listed in the current AASHTO National Transportation Product Evaluation Program (NTPEP) Report for Erosion Control Products.

\*\* Large-scale results shall be obtained by a Geosynthetic Institute Accredited or other approved laboratory.

- 2.30 Fasteners for Soil Stabilization Matting and Turfgrass Sod: Fasteners marked “X” shall meet the following:

2.30.1 Wood Peg.

<b>WOOD PEG.</b> Wood, biodegradable, untreated; single leg is driven into the soil so that wider top is flush with turfgrass sod and SSM.	<b>Turfgrass Sod</b>	<b>Soil Stabilization Matting</b>		
		<b>Type A and E</b>	<b>Type B</b>	<b>Type C and D</b>
Approx. 6 in. long, 3/8 in. thick; top 1 in. wide, tapered to base.	X	X		

2.30.2 T-Head Pin.

<b>T-HEAD PIN.</b> Molded plastic; biodegradable. Single leg with barbs is driven into the soil so that molded T-Head top is flush with turfgrass sod and SSM	<b>Turfgrass Sod</b>	<b>Soil Stabilization Matting</b>		
		<b>Type A and E</b>	<b>Type B</b>	<b>Type C and D</b>
Approx. 6 in. long, 3/8 in. thick; head 1 in. wide.	X	X		

2.30.3 Circle-Top Pin.

<b>CIRCLE-TOP PIN.</b> Steel wire; single leg is driven into the soil so that coil or loop top is flush with turfgrass sod and SSM.	<b>Turfgrass Sod</b>	<b>Soil Stabilization Matting</b>		
		<b>Type A and E</b>	<b>Type B</b>	<b>Type C and D</b>

11 gauge; leg 6 in long.	X	X		
11 gauge; leg 8 in. long.	X	X		

2.30.4 Round-Head Pin.

<b>ROUND-HEAD PIN.</b> Molded plastic; biodegradable. Single leg with barbs is driven into the soil so that molded disk top is flush with turfgrass sod and SSM.	<b>Turfgrass Sod</b>	<b>Soil Stabilization Matting</b>		
		<b>Type A and E</b>	<b>Type B</b>	<b>Type C and D</b>
Approx. 6 in long; head 1 in. diameter	X	X		
Approx. 8 in long; head 1 in. diameter	X	X		

2.30.5 U-Shape Staple.

<b>U-SHAPE STAPLE.</b> Steel wire; two main legs are driven into the soil so that the top of staple is flush with turfgrass sod and SSM.	<b>Turfgrass Sod</b>	<b>Soil Stabilization Matting</b>		
		<b>Type A and E</b>	<b>Type B</b>	<b>Type C and D</b>
11 gauge bent into U shape; legs 6 in. long; top 1 to 1-1/2 in. wide.	X	X		
8 gauge bent into U shape; legs 8 in. long; top 1 to 1-1/2 in. wide.	X	X	X	X
8 gauge bent into U shape.; legs 12 in. long; top 1 to 1-1/2 in. wide			X	X

2.30.6 Fabric Pin.

<b>FABRIC PIN.</b> Steel nail; single leg is driven into the soil so that steel washer top is flush with SSM.	<b>Turfgrass Sod</b>	<b>Soil Stabilization Matting</b>		
		<b>Type A and E</b>	<b>Type B</b>	<b>Type C and D</b>
11 gauge approx. 12 in. long.			X	X
3/16 in. gauge. approx. 18 in. long.			X	X

- 2.31 Geotextile: Geotextiles used on County projects shall participate in the National Transportation Product Evaluation Program (NTPEP) and conform to the Contract Documents and MSMT 732. Geotextiles shall be manufactured from fibers consisting of long chain synthetic polymers, composed of a minimum 95 percent by weight of polyolefins or polyesters, and formed into a stable network so the filaments or yarns retain their dimensional stability relative to each other, including selvages. Geotextiles used on County projects shall conform to the following:

<b>MARYLAND APPLICATION CLASS</b>	<b>TYPE OF GEOTEXTILE</b>	<b>GRAB STRENGTH</b>	<b>PUNCTURE STRENGTH</b>	<b>PERMITIVITY</b>	<b>APPARENT OPENING SIZE, MAX</b>	<b>TRAPEZOID TEAR STRENGTH</b>	
		<b>lb.</b>	<b>lb.</b>	<b>sec<sup>-1</sup></b>	<b>mm</b>	<b>lb.</b>	
		<b>D 4632</b>	<b>D 6241</b>	<b>D4491</b>	<b>D 4751</b>	<b>D 4533</b>	
SD	TYP E I	NONWOVEN	315	430	0.50	0.43	80
		WOVEN, MONO-FILAMENT	200	620	0.50	0.43	110
	TYP E II	NONWOVEN	160	310	0.20	0.25	55
		WOVEN, MONO-FILAMENT	250	495	0.20	0.25	90
	NONWOVEN	200	430	0.70	0.43	110	

PE	TYP E I	WOVEN, MONO-FILAMENT	250	620	0.70	0.43	90
	TYP E II	NONWOVEN	200	310	0.20	0.25	55
		WOVEN, MONO-FILAMENT	250	495	0.20	0.25	90
	TYP E III	NONWOVEN	200	220	0.10	0.22	40
WOVEN, MONO-FILAMENT		250	370	0.10	0.22	70	
SE	NONWOVEN		200	310	0.20	0.30	80
	WOVEN		250	495	0.20	0.30	90
ST	WOVEN		300*	600	0.05	0.15**	110
F	WOVEN		200	-	0.05	0.60	-

**Note 1:** All property values in the above table are based on minimum average roll values in the weakest principal direction except for apparent opening size.

**Note 2:** The ultraviolet stability shall be 50 percent after 500 hrs. of exposure for all classes, except Class F, which shall be 70 percent (D 4355).

\* Minimum 15 percent elongation.

\*\* This is a MINIMUM apparent opening size, not a maximum.

2.32 Seam and Overlap. Method D 4884: Geotextiles joined by sewing shall conform to the following:

2.32.1 Either “J” or “Butterfly” type seams joined with a lock stitch.

2.3.2.2 Tensile strength requirements when tested across the seam.

2.3.2.3 Thread used for seaming shall be of equal or greater durability than the geotextile itself.

2.33 Securing Pins or Staples: Minimum 10 in. length and designed to securely hold the geotextile in place during construction.

2.34 Design Personnel Identified in Proposal: The DBT shall utilize the key personnel identified in the Technical Proposal to manage the project and supervise engineers and technicians in completing the design in a timely manner to permit construction activities. **Changes in key staff identified in the technical proposal must be approved in writing by the County, and replacement personnel must have equal or better qualifications than the key personnel identified in the proposal.** The format for replacement staff resumes must be in the same format as required for the technical proposal including requirements thereof. The County shall be the sole judge as to whether replacement staff members are acceptable.

3 **WORK RECENTLY PERFORMED AT THE PROJECT SITE:** The following work was performed by McCormick Taylor (MT) and AB Consultants (AB):

3.1 Between March 15<sup>th</sup> and 31<sup>st</sup> of 2016, Waters of the U.S., including wetlands, were delineated in compliance with Section 404 of the Clean Water Act, the Nontidal Wetlands Protection Act, the methods recommended in the U.S. Army Corps of Engineers Wetlands Delineation Manual, and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region.

3.2 Functions/values for wetland systems less than 0.5 acre were assessed using best professional judgement of an experienced wetland scientist.

3.3 For wetland systems greater than 0.5 acre a formal functions and values analysis was conducted using the New England Method.

3.4 A wetland delineation report was completed and submitted to Howard County in July 2016.

- 3.5 A topographic field survey of the site was performed between March and June 2016. The project stream reach extends approximately 6,000 linear feet upstream (west) from the culvert under Centennial Lane and includes the tributaries within the County Open Space. Topography includes trees  $\geq 12$  inches (dbh), wetland delineation flags established by MT wetland scientists, planimetric items such as pipe outfalls, visible utilities, fence lines, sheds and other permanent structures. The mapping includes approximate boundary lines and existing property evidence of those parcels bordering the stream and is referenced horizontally to Howard County Grid Meridian. The boundary work performed by AB consisted of locating, identifying, and mapping existing approximate boundary lines, and did not include verification of current ownership, evaluation of quality of title, or review of title reports. Field data was downloaded and processed in the Microstation environment and a final topographic survey worksheet was developed for the project site at one-foot contour intervals.
- 3.6 Location, size, and species of surveyed specimen trees ( $\geq 30''$  dbh) were confirmed by experienced wetland scientists.
- 4 INFORMATION AVAILABLE TO DBT: DBTs shall contact Karen Aghdassi at 410-313-6377 or [kaghdassi@howardcountymd.gov](mailto:kaghdassi@howardcountymd.gov) to receive a link to download the following files:
- 4.1 Individual County Sewer Plans and General Map showing water and sewer mains in the project limits.
- 4.2 CAD Survey Files and PDF maps showing survey features and topography (2016).
- 4.3 Wetland Delineation Report (2016).
- 4.4 100-year FEMA Floodplain limits.
- 4.5 If plans for the adjacent subdivisions are desired these can be made available as well.
- 5 PRE-PROPOSAL CONFERENCE:
- 5.1 A pre-proposal conference will be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on the date and time specified in Document A to discuss objectives and answer questions relating to this solicitation. DBT's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the DBT's understanding and ability to meet the County's Equal Business Opportunity goals as outlined in Section I.
- 5.2 It is strongly recommended that DBTs read the solicitation prior to attending the conference and bring a copy to the conference.
- 5.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Karen Aghdassi [kaghdassi@howardcountymd.gov](mailto:kaghdassi@howardcountymd.gov) and referencing this solicitation and number.
- 5.4 If there is a need for language interpretation and/or other special accommodations, please advise Karen Aghdassi [kaghdassi@howardcountymd.gov](mailto:kaghdassi@howardcountymd.gov) so that reasonable efforts may be made to provide special accommodations
- 5.5 DBTs are strongly encouraged to visit the project site prior to the pre-proposal conference.
- 6 INQUIRIES AND ADDENDA:
- 6.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than date specified days prior to the bid opening.
- 6.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at [www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing) to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning

all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Page.

## 7 CONTRACTOR'S QUALIFICATIONS:

- 7.1 Contractors must be engaged in stream restoration design and installation and must have been actively engaged in stream restoration design and installation for a period of no less than four years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least four years of demonstrated experience of reliability and meets the criteria set forth herein.
- 7.2 Contractors must have completed a minimum of 5,000 feet of relevant stream restoration work, 2,000 feet of which must have been in Maryland, Virginia, and/or Pennsylvania, within the past five years. The relevant stream work shall have included the use of practices such as riffle grade controls, step pools, weirs, imbricated bank protection, stone toe protection, and riparian plantings. Contractors shall document this experience on the Qualifications Questionnaire (Section F) and provide a detailed list of recently completed projects meeting the specified experience requirements.
- 7.3 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.
- 7.4 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 award. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.

## 8 BACKGROUND CHECKS AND INVESTIGATIONS

- 8.1 If a Contractors' 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.
- 8.2 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.
- 8.3 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 Office of the Sheriff. The Contractor shall submit the proper forms (provided by the County) to the Office of the Sheriff, 9250 Bendix Road, Columbia, MD 21045.
- 8.4 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.
- 8.5 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.

- 8.6 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.
- 9 AGREEMENT PERIOD: The Agreement period shall commence on or about August 1, 2017 after approval and proper execution of the Agreement documents, and continue through completion of the construction and the one-year warranty period. It is the County's intent to have the project completed as quickly as possible.
- 10 ESTIMATED ANNUAL CONTRACT VALUE: The estimated annual contract value group for this contract is F as defined by the schedule below:
- A - \$30,000 to \$75,000
  - B - \$75,001 to \$100,000
  - C - \$100,001 to \$250,000
  - D - 250,001 to \$500,000
  - E - \$500,001 to \$1,000,000
  - F - Over \$1,000,000**
- 11 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, such policies of insurance acceptable to the County as will protect the Contractor and the County from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. All Policies shall be primary and non-contributory with respect to any coverage maintained by the County. The following coverages are mandatory but may not be all inclusive, based on the parameters of the project.
- 11.1 Commercial General Liability Insurance: Combined Single Liability limits of \$5,000,000 each occurrence and \$5,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured. Excess insurance shall afford Additional Insured status to all individuals and entities required to be insureds on underlying insurance to the same extent as underlying insurance on all policies.
- 11.2 Pollution Liability coverage with policy limits of at least \$5,000,000 per claim naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured. Excess insurance shall afford Additional Insured status to all individuals and entities required to be insureds on underlying insurance to the same extent as underlying insurance on all policies. Such insurance shall be maintained for a period of three (3) years after final completion of the construction under this agreement.
- 11.3 Professional Liability/Errors and Omissions coverage as appropriate to the Contractor's profession with policy limits of at least \$1,000,000 per claim. Such insurance shall be maintained for a period of three (3) years after final completion of the construction under this agreement.
- 11.4 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident. Coverage for non-owned and hired vehicles shall be included.
- 11.5 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 11.6 "Builder's Risk"/"All-Risk" Property Insurance covering the work and materials used in the construction project with a limit of coverage at least equal to the full replacement value of the completed work. . Such property insurance shall be written on a replacement cost basis, and shall insure against fire, flood, extended coverage and all risk perils (including resultant loss or damage from or as a consequence of faulty materials, workmanship or design).

- 11.6.1 Such insurance shall name “Howard County, Maryland, its elected and appointed officials, officers, employees and authorized volunteers”; all Contractors, Subcontractors, and Sub-subcontractors as Additional Named Insured.
- 11.6.2 Such insurance shall be maintained until all the work is completed and accepted in writing by the County.
- 11.6.3 Contractor expressly waives all right of recovery against the County for damage to its materials, tools, equipment and work in progress and shall assure that the Builder’s Risk insurer agrees to waive subrogation against the County.
- 11.7 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 11.8 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. “Howard County, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured must be shown on the certificate.
- 11.9 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 11.10 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 11.11 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Howard County Code Sec. 4.117.
- 12 EVALUATION OF OFFERS:
- 12.1 The County intends to make award to the responsible Contractor whose proposal represents the best value to the County. Proposals will be evaluated in two phases; the first based on the Technical Proposal and Price Proposal submittals and the second on the oral discussions.
- 12.2 The first phase will be evaluated based on the following criteria listed in order of importance:
- 12.2.1 Project technical elements and approach.
- 12.2.2 Environmental approach.
- 12.2.3 Experience and technical competence of the firm and staff in performing stream restoration design and construction base on resumes.
- 12.2.4 Demonstrated experience in the installation of a variety of stream restoration practices.
- 12.2.5 Schedule for completing the project.
- 12.2.6 NPDES and TMDL credit achieved by the project.
- 12.2.7 Project Management
- 12.2.8 Identified risks associated with this project.
- 12.2.9 Local business.
- 12.2.10 Completeness of proposal.
- 12.2.11 Price.

- 12.3 After identifying the short list of the most qualified DBT(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions.
- 12.4 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 12.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.
- 12.6 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.
- 12.7 The technical proposal submittal shall contain concise narrative descriptions and graphic illustrations, drawings, charts, plans, and specifications that will enable the county to clearly understand and evaluate the capabilities of the DBT and the characteristics and benefits of the proposed technical solution. No price information of any kind shall be included in the Technical Proposal submittal.
- 13 WORK SCHEDULE: The Contractor(s) shall state as part of their bid, a work start schedule and a work completion schedule from date of Agreement award notification.
- 13.1 The successful DBT will be required to submit a Critical Path Method Project Schedule Design-Build Activities Chart within twenty (20) working days after notification of Award.
- 13.2 This work shall consist of the DBT planning, scheduling, and constructing the project by using a Critical Path Method Project Schedule (CPM). The CPM shall be used for coordinating and monitoring all the work specified in the Contract Documents including all activities of subcontractors, vendors, suppliers, utilities, the County, and all other parties associated with the construction of the Project. All work including but not limited to submittals, major procurement, delivery, and construction activities shall be included. The CPM schedule shall be used for coordinating activities for both design and construction tasks by incorporating all activities into one CPM schedule. All work including but not limited to activities associated with design elements, milestones, permits, utility coordination, and submittals shall be represented by schedule activities. All appropriate schedule logic relationships between the design element activities and the corresponding construction activities shall be shown. The CPM shall be based upon the entirety of the Contract Documents.
- 13.3 The CPM utilizes float. Float is defined as the amount of time between when an activity "can start or finish" and when an activity "must start or finish". Float is a shared commodity for the use of the County and the DBT and is not for the exclusive use or benefit of either party. The parties have the full use of the float until it is depleted.
- 13.4 The DBT shall provide a Written Narrative (WN) as part of the CPM. This WN shall explain the sequence of work, the critical path, interim completion dates, project phasing, non-work days or periods, maintenance of traffic, and labor and equipment resources. In addition, the DBT shall explain how it has provided for permit requirements, environmental requirements, coordination with other public contractors, milestone dates (for the Contract or other related contracts), coordination with other entities, coordination with all utility companies, special non-work days or periods, and weather in its CPM. The WN shall be used to explain the specific scope of each activity and the basis used to determine the original duration of each activity, i.e., production rates and anticipated quantities. All activities quantified in the Contract Documents shall be addressed in the WN. The DBT shall utilize the WN to explain the following where applicable:

- 13.4.1 Relationships between activities not obviously identified;
- 13.4.2 Equipment usage and limitations;
- 13.4.3 Manpower usage and limitations;
- 13.4.4 Use of additional shifts and overtime;
- 13.4.5 Activity codes, abbreviations, and activity identification system;
- 13.4.6 All calendars utilized in the CPM;
- 13.4.7 Date or time constraints;
- 13.4.8 All abbreviations in the CPM;
- 13.4.9 Use of calendars;
- 13.4.10 Scheduling of weather and temperature sensitive activities;
- 13.4.11 Design phases/milestone dates.

- 13.5 Monthly updates of the CPM of record are required. The update shall be used to describe the progress of the project to date. The WN shall include a description of the work performed during the update periods, current critical path, the amount of float on the critical path, any delays or disruptions experienced by the DBT during the period of the update, any change in manpower or equipment, and any potential delays or disruptions.

#### 14 BILLING AND PAYMENT:

- 14.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Department of Public Works, Capital Projects Administration, 9250 Bendix 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.
- 14.2 Each invoice shall include the following information:
- 14.2.1 Contractor's name;
  - 14.2.2 Address;
  - 14.2.3 Federal tax identification number;
  - 14.2.4 Contract number, if applicable (i.e., 44XXXXXXXX);
  - 14.2.5 Purchase Order number (i.e., 2XXXXXXXX);
  - 14.2.6 Contract line number;
  - 14.2.7 Unit price and extended price (unit price must match a contract line); and
  - 14.2.8 Description of goods provided and/or services performed.
- 14.3 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 14.4 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
- 14.5 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 14.6 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.
- 14.7 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

## SECTION E

### SUBMISSION REQUIREMENTS

#### 1 INSTRUCTIONS:

- 1.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.
- 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office prior to the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.4 Each proposal 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.
- 1.5 The Foreign Services Disclosure Form must accompany proposal 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.
- 1.6 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 the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. 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 posted on the Office of Purchasing web site ([www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)).
- 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

#### 2 PROPOSAL DOCUMENTS: Contractors shall submit one original clearly marked, and five copies of the complete proposal, to the Issuing Office prior to the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents:

- 2.1 Technical Submittal
  - 2.1.1 Section F, (Technical Proposal Cover Page)
  - 2.1.2 Section F, (Contractor Qualification Information)
  - 2.1.3 Section G, (Affidavit)
  - 2.1.4 Sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes:
    - 2.1.4.1 The Technical Proposal shall comprise five (5) parts, meet the specified page limitation, and correspond to the outline as follows:

- 2.1.4.1.1 Cover Letter
  - 2.1.4.1.2 Project Technical Elements and Approach
  - 2.1.4.1.3 Environmental Approach
  - 2.1.4.1.4 Project Management
  - 2.1.4.1.5 Legal and Financial Information
- 2.1.4.2 Format:
- 2.1.4.2.1 Paper: The Technical Proposal submittal shall be submitted on 8.5"-by-11" paper printed back to back where practical. Charts, exhibits, and other illustrative and graphical information may be on 11"-by-17" paper, but must be folded to 8.5"-by-11", with the title block showing. Concept plans may be on 24" x 36" paper but must be folded such that it fits into 8.5"-by-11" sleeves.
  - 2.1.5.2.2 Type Font and Margins: The type face of all narrative text shall be at least 12-point, either Arial or Times New Roman font, and all page margins must be at least ½" from sides and 1" from top and bottom. All pages shall be sequentially numbered not including the cover letter.
  - 2.1.5.2.3 Page Limits. The Technical Proposal submittal shall be limited to the number of pages defined below. No page number or size limit will be imposed on the appendices, although the size and number of the pages of the appendix should be kept within reason.
  - 2.1.5.2.4 Finding tools, such as tables of contents and page dividers shall be utilized to make the submittals easily usable and are not counted toward the page limits.
- 2.1.4.3 Cover Letter: (Limit 2 Pages plus Project Organizational Chart and up to 5 resumes)
- 2.1.4.3.1 A Major Participant is defined as the legal entity, firm or company, individually or as a party in a joint venture or limited liability company or some other legal entity, that will be signatory to the Design – Build Contract with the County. Major Participant(s) will be expected to accept joint and several liability for performance of the Design – Build Contract. Major Participants are not design subconsultants, construction subcontractors or any other subcontractors to the legal entity that signs the Design – Build Contract. A cover letter, signed by all Major Participants must:
    - 2.1.4.3.1.1 Provide the names and the roles of all Major Participants and identify the lead design firm. The DBT shall provide a Maryland registered Professional Engineer with a minimum of ten (10) years of stream and water resources design experience. The DBT shall include a one-page organizational chart for the staff anticipated to work on this Project and shall include up to 5 resumes for proposed key personnel, which shall include the Maryland registered Professional Engineer. The organizational chart and resumes shall not count towards the 2 page limit. The County reserves the right to request additional resumes to verify qualifications.
    - 2.1.4.3.1.2 Identify a single, primary point of contact for the DBT with address, phone number, fax number, cell phone number, and E-mail address where all

communications from the County should be directed for the proposal and bidding phases and duration of the Contract. A secondary contact for the DBT shall be included (with the above information) for use when the primary contact is not available. The primary and/or secondary contact must be available 24 hours a day for the duration of the design and construction activities and during normal business hours during the bidding phase. The County prefers that the primary and secondary points of contact are key staff members that will be directly involved during the proposal development, pre-bidding phase, design, and construction stages. In the event that the primary and secondary contact are not assuming their responsibility until after the bidding phase the DBT must identify the primary point of contact for the bidding phase. At least one of the key members must be involved in all phases.

- 2.1.4.3.1.3 Include an affirmative declaration that to the best of each Major Participant's knowledge and belief, the information supplied by said Participant is true and accurate.
- 2.1.4.3.4.4 Include a general authorization for the County to confirm all information contained in the Technical Proposal.
- 2.1.4.3.4.5 The DBT is alerted to their responsibility to confirm that all DBT members, suppliers, etc. have received all addenda. The DBT is solely responsible to ensure that their team has the correct information.

2.1.4.4 Project Technical Elements and Approach Technical Evaluation Factor: (Limit 10 Pages). Technical elements of the Scope of Work: In words, graphic illustrations and drawings, and technical data, necessary for the County to evaluate, describe your project and what project improvements will be developed. Your discussion shall include how your proposed project improvements will address the following two technical evaluation sub-factors:

- 2.1.4.4.1 Project Technical Approach – that describes and illustrates the overall design concept, including the ways in which the DBT will provide the following:
  - 2.1.4.4.1.1 Floodplain access – Design elements that achieve reconnection of the stream to its floodplain
  - 2.1.4.4.1.2 Long-term channel stability – Design elements that provide sustainable nutrient and sediment reductions
  - 2.1.4.4.1.3 Vegetative stabilization – Design elements that provide permanent establishment/ reestablishment of the plant communities.
- 2.1.4.4.2 Project Technical Elements – explain how the design concept in the Project Technical Approach will achieve the following:
  - 2.1.4.4.2.1 Nutrient reduction – Technical elements that improve the stream's physiochemical parameters.
  - 2.1.4.4.2.2 Sediment reduction – Technical elements that reduce sediment discharge to downstream waters.
  - 2.1.4.4.2.3 Aquatic resource function improvement – Technical elements that maximize ecological lift.

- 2.1.4.4.2.4 NPDES and TMDL credit – The amount of NPDES impervious acre credit and TMDL nutrient (N, P, and TSS) reductions anticipated from the project.
- 2.1.4.5 Environmental Approach Technical Evaluation Factor (Limit 3 Pages). Demonstrate an understanding in words necessary for the County to evaluate your approach to the following:
  - 2.1.4.5.1 Approach to reducing impacts to natural resources.
  - 2.1.4.5.2 Approach to obtaining permit and approval modifications, as required.
  - 2.1.4.5.3 Approach to coordinating with various agencies to secure environmental permits.
  - 2.1.4.5.4 Measures for ensuring compliance with requirements of the environmental approvals and laws relating to cultural and/or environmental resources.
  - 2.1.4.5.5 Measures for ensuring a proactive approach to maintaining/correcting effective Erosion and Sediment control devices.
- 2.1.4.6 Project Management Technical Evaluation Factor (Limit 6 Pages). The DBT shall explain its approach to the following project management:
  - 2.1.4.6.1 Construction Management: Approach to the execution of construction including planning and performing of the following:
    - 2.1.4.6.1.1 Minimization of impacts to natural resources;
    - 2.1.4.6.1.2 Staging and material delivery/storage;
    - 2.1.4.6.1.3 Site access, including stream crossings;
    - 2.1.4.6.1.4 Noise and dust control;
    - 2.1.4.6.1.5 Utility coordination and protection, including any planned shut downs;
    - 2.1.4.6.1.6 Quality Assurance particularly related to critical elevations during construction;
    - 2.1.4.6.1.7 Sequencing of maintenance of stream flow.
  - 2.1.4.6.2 Communication Management: Approach to communications between DBT’s designers, constructors and suppliers, between the DBT and the County, and between the DBT and other project stakeholders. Discussion shall include the planning and coordination of DBT submittals to the County.
    - 2.1.4.6.2.1 Change Management: Approach to issues and changes in design, construction and permitting. Discussion shall include approach to issue resolution. In addition, discuss how the design firm will be involved and have decision-making authority with respect to any changes to the “issued for construction” drawings, and for inclusion of such changes in a complete set of as-built drawings and specifications.
    - 2.1.4.6.2.2 Design Management: Indicate your preliminary list of technical design submittals for County review, and your plan for developing and providing these submittals. The work packages shall be identified in the Design and Construction Schedule submitted in the Technical Proposal.
    - 2.1.4.6.2.3 Project Schedule: Provide a Design and Construction Summary Schedule that will represent the DBT’s approach to completing the entire project from

notification of selection through design, construction, and County acceptance for maintenance. Include the expected schedule for in-stream construction and account for the stream closure period.

2.1.4.6.2.4 Safety and Health Management: Discuss your plan for safety management, including the safety of workers, site visitors and the public.

2.1.4.7 Legal and Financial Information (Limit 4 Pages, excluding copies of underlying team agreements). The structure of the Legal and Financial information shall include:

2.1.4.7.1 DBT Organization: Briefly describe the proposed legal structure of the DBT and provide copies of underlying agreement(s). Confidential price data may be excluded or eradicated from the organizational legal documents provided.

2.1.4.7.2 Liability: State whether Major Participant firm(s) who will be party to the prime Design–Build contract with the County will have joint and separate liability, and how liability is being apportioned between other firms of the DBT. Provide documentation that you have met the requirements for Professional Liability Insurance including agreements between participants.

2.1.4.7.3 Bonding Capability: Provide evidence that the DBT is capable of obtaining a Performance Bond and a Payment Bond in accordance with County requirements. Such evidence shall take the form of a letter from a surety company indicating that such capacity is anticipated to be available for the contracting entity. Letters indicating “unlimited” bonding capacity are not acceptable. The surety company providing such letter must be rated at least A- by two nationally recognized credit rating agencies or at least A-VII by A.M. Best & Company. The letter should recognize the firm’s backlog and work in progress in relation to its bonding capacity.

## 2.2 Price Submittal

### 2.2.1 Section F, (Price Proposal Page)

2.2.1.1 Each Price Proposal shall specify the lump sum for which Work will be performed according to the RFP. In addition, a lump sum breakdown will be required as part of the Price Proposal submittal as defined in the RFP. The lump sum breakdown shall be submitted in a format of the DBT’s choice.

2.2.1.2 The County reserves the right to reject any Proposal if it determines that the Price Proposal is unacceptable, including a determination that the Proposal is significantly unbalanced or front end loaded to the potential detriment of the County.

2.2.1.3 An unbalanced Proposal is considered to be one (a) which is front-loaded or (b) for which the line item amounts or amounts shown in the Cost Breakdown do not reflect reasonable actual costs plus a reasonable proportionate share of the Proposer’s anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the items in question.

2.2.1.4 A Price Proposal shall be deemed unacceptable if the County determines, in its sole discretion that it fails to conform to the conditions of the RFP in any manner. A Price Proposal may be unacceptable if it (a) is significantly

unbalanced relative to the scope of Work, (b) does not provide all information in conformance with the RFP, and/or (c) contains inaccurate, incomplete, and/or unreasonable prices on the Cost Breakdown.

- 2.2.1.5 Cost Breakdown and Schedule of Payments: Concurrent with the submission of the Price Proposal, each DBT shall submit to the County an itemized Cost Breakdown and supporting documentation to be used to evaluate the bid. This breakdown shall be a realistic and documentable presentation of the costs for the major elements that comprise the Contract Lump Sum price for the work. The breakdown shall be in MS Excel format and include at a minimum the following items: (If items do not apply note as N/A).

Clearing & Grubbing  
 Mobilization  
 Design Engineering  
 As-Built Drawings  
 Maintenance of Traffic  
 Construction Stakeout  
 Earthwork - Excavation & Embankment  
 Drainage  
 Erosion & Sediment Control  
 Maintenance of Stream Flow  
 Structures, only retaining walls proposed by the DBT  
 Paving Items – hot mix asphalt, concrete pavement, and graded aggregate base.  
 Concrete  
 Seed & Mulch  
 Landscaping  
 Utility costs for each utility – engineering and construction

- 2.2.2 Section H, (Equal Business Opportunity Participation)  
 2.2.3 Section I, (Wage Requirement)  
 2.2.4 Section J, (Rain Forest Protection Act of 1991)

- 3 ELECTRONIC AND HARD COPIES: Contractors should submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information Section C, Paragraph 22, be added to the electronic copy.
- 4 SAMPLE INVOICE: Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 15.2.
- 5 This bid requires the submission of a bid deposit. Acceptable forms of a bid deposit are a certified check, cashier's check, or bid bond. The bid deposit shall be 5% of the total amount proposed and shall be in accordance with Section C, Paragraph 2. Failure to submit a bid deposit shall be cause for rejection of the bid.
- 6 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.
- 7 SITE CONDITIONS: The submission of a proposal shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the

County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.

**SECTION F**  
**TECHNICAL PROPOSAL COVER PAGE**

TITLE DESIGN/BUILD SERVICES: FONT HILL TRIBUTARY STREAM RESTORATION – CENTENNIAL LANE WEST

TO: HOWARD COUNTY OFFICE OF PURCHASING  
6751 Columbia Gateway Drive, Suite 501  
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

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

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State Zip

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

REPRESENTATIVE'S NAME: \_\_\_\_\_

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): \_\_\_\_\_

TITLE OF COMPANY SIGNATORY (Printed): \_\_\_\_\_

**Bid Deposit in the amount of \$ \_\_\_\_\_ enclosed.** Failure to submit a bid deposit shall be cause for rejection of the proposal.

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** \_\_\_\_\_

Is the company a 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

Is the company certified? 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): \_\_\_\_\_

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)?  YES  NO

*(The County reserves the right to request such documentation, if desired, at a later date.)*

Delivery Time After Receipt of Order: \_\_\_\_\_

Delivery Terms: F.O.B. Destination, Inside Delivery.

The company will accept Visa procurement cards:  YES  NO

*Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.*

**SECTION F**

**TECHNICAL PROPOSAL COVER PAGE**

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

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) \_\_\_\_\_

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

**ACKNOWLEDGEMENT OF ADDENDA:** The Company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. In addition to acknowledging addenda here, the actual addenda must be signed and returned with the proposal. To check for addenda go to: [www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing).

Number: \_\_\_\_\_ Date: \_\_\_\_\_      Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Number: \_\_\_\_\_ Date: \_\_\_\_\_      Number: \_\_\_\_\_ Date: \_\_\_\_\_

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY  
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**SECTION F****PRICE PROPOSAL COVER PAGE**

(Must be submitted separately from the Technical portion of the proposal)

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

TITLE: DESIGN/BUILD SERVICES: FONT HILL TRIBUTARY STREAM RESTORATION – CENTENNIAL LANE WESTNIGP CODE/PRODUCT CODE: 918-43 Consulting Services, Environmental

ITEM NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED ANNUAL QUANTITY	U/M	UNIT PRICE (2 Decimal Places Only*)	EXTENDED PRICE
1.	Clearing & Grubbing	1	Lump Sum	\$	\$
2.	Mobilization	1	Lump Sum	\$	\$
3.	Design Engineering	1	Lump Sum	\$	\$
4.	As-Built Drawings	1	Lump Sum	\$	\$
5.	Maintenance of Traffic	1	Lump Sum	\$	\$
6.	Construction Stakeout	1	Lump Sum	\$	\$
7.	Earthwork - Excavation & Embankment	1	Lump Sum	\$	\$
8.	Drainage	1	Lump Sum	\$	\$
9.	Erosion & Sediment Control	1	Lump Sum	\$	\$
10.	Maintenance of Stream Flow	1	Lump Sum	\$	\$
11.	Structures, Only Retaining Walls Proposed by the DBT	1	Lump Sum	\$	\$
12.	Paving Items – Hot Mix Asphalt, Concrete Pavement and Graded Aggregate Base	1	Lump Sum	\$	\$
13.	Concrete	1	Lump Sum	\$	\$
14.	Seed & Mulch	1	Lump Sum	\$	\$
15.	Landscaping	1	Lump Sum	\$	\$
16.	Utility Costs For Each Utility – Engineering And Construction	1	Lump Sum	\$	\$

TOTAL PROPOSAL PRICE (Items 1-16 above) \$ \_\_\_\_\_

\* 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.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**SECTION F**

**CONTRACTOR'S QUALIFICATION INFORMATION**

**QUALIFICATIONS QUESTIONNAIRE**

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**CONTRACTOR'S QUALIFICATIONS**

1. The DBT must have completed a minimum of 5,000 feet of relevant stream restoration work, 2000 feet of which must have been in Maryland, Virginia, and/or Pennsylvania, within the past five years. The relevant stream work shall have included the use of practices such as riffle grade controls, step pools, weirs, imbricated bank protection, stone toe protection, and riparian plantings. Contractors shall document this experience on the Qualifications Questionnaire (Section F) and provide a detailed list of recently completed projects meeting the specified experience requirements.
2. Qualifications Questionnaires shall show experience in design, construction, and/or design/build contract experience.
3. The Qualifications Questionnaire shall be completed by all DBTs. Only the information contained in the Qualifications Questionnaire will be considered in evaluating the DBT's qualifications. Attachments (unless specifically requested), company brochures or submittals in any other format will not be considered in evaluating the qualifications of the DBT.
4. The County reserves the right to check references furnished and consider the responses received in determining contract award. The County will not contact DBTs for clarifications of illegible information, wrong names, wrong phone numbers, or wrong addresses provided by DBTs on the Qualifications Questionnaire. Incomplete submittals or unverifiable information may not be considered in the evaluation.
5. The County reserves the right to inspect the DBTs' equipment, request resumes or past work histories of key personnel or to interview key personnel to be assigned to this contract.
6. No contract shall be awarded to other than a responsible DBT meeting all the requirements of these specifications. The County reserves the right to reject any bid if deemed non-compliant.

#1 - DBT EXPERIENCE, list most recent first.

(a) Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#2 - DBT'S EXPERIENCE (continued), list most recent first.

(b) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#3 -DBT'S EXPERIENCE (continued), list most recent first.

(c) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#4 - DBT'S EXPERIENCE (continued), list most recent first.

(d) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#5 - DBT'S EXPERIENCE (continued), list most recent first.

(e) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#6 - DBT'S EXPERIENCE (continued), list most recent first.

(f) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#7 - DBT'S EXPERIENCE (continued), list most recent first.

(g) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#8 - DBT'S EXPERIENCE (continued), list most recent first.

(h) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#9 - DBT'S EXPERIENCE (continued), list most recent first.

(i) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

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#10 - DBT'S EXPERIENCE (continued), list most recent first.

(j) Next Most Recent Work:

Work for which DBT was responsible:

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

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

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

Stream Restoration Length (feet) \_\_\_\_\_

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

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

Contractor'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 Contractor performed as a Subcontractor? \_\_\_\_\_ (yes), \_\_\_\_\_ (no)

If "yes" Contractor 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:

\_\_\_\_\_  
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**AFFIDAVIT**

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc.), and submitted with the bid.

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 Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

**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

Rev. 10/25/2016

## SECTION H

## 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://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.

Revised 12/20/2013



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

COUNTY USE ONLY

EBO APPROVAL

<b>CONTRACT TITLE: FONT HILL TRIBUTARY STREAM RESTORATION-CENTENNIAL LANE WEST</b>		
<b>SOLICITATION # RFP-06-2017</b>	<b>CAPITAL PROJECT # D-1158</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>

**PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS****INSTRUCTIONS FOR COMPLETING THIS FORM**

- 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.
- 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.
- **\*EBO Types:** AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

<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

Revised 12/20/2013

EHB/

## SECTION I

### 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 28, 2016, the Living Wage Rate is **\$14.60 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 25, 2016, the Federal HHS Poverty Guideline was published as \$24,300 for a family of 4 (see [www.aspe.hhs.gov/poverty](http://www.aspe.hhs.gov/poverty)).

$$125\% \text{ of } \$24,300 = \$30,375.00 \quad \$30,375.00 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$14.60 \text{ per hour}}$$

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. 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.	Section 1: Exemption	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.
--------------	------------	----------------------	---

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.  |
| <input type="checkbox"/> | <input type="checkbox"/> | 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.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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.   |
| <input type="checkbox"/> | <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a public entity.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).   |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractor or Subcontractor is a regulated public utility.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract was awarded under a cooperative procurement with another government or organization of governments.  |

**Check here  if none of the above statements are applicable to your company or to the Subcontractor, continue to Section 2.**

Section 2: Certifications	<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.

Section 3: Contact Information	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: FONT HILL TRIBUTARY STREAM RESTORATION-CENTENNIAL LANE WEST		<b>Buyer's Initials:</b>  EHB
	Contract No:	Renewal No.	
	Capital Project No:	Contract Term:	

**SECTION J  
RAIN FOREST PROTECTION ACT OF 1991**

(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.)

I/We \_\_\_\_\_  
(name of firm)

located at \_\_\_\_\_  
(address)

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

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 wellbeing of local communities.

Name	Name
Acapu	Lauan, Red
Afromosia	Lauan, White
Almon	Limba
Amaranth	Louro
Amazaque	Mahogany, African
Aningeria	Mahogany, American
Apitong	Makore
Balsa	Movingui
Banak	Paduak, African
Bella Rosa	Paduak, Angola
Benge	Peroba
Boire	Purpleheart
Bubinga	Ramin
Cativo	Rosewood
Chenchen	Sapele
Concobolo	Sonora
Cordia	Tanguille
Ebony	Teak
Gaboon	Tiger Wood
Iroko	Wenge
Koa	Zebrawood
Koto	

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Signature

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

**SECTION K**

**HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
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

**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 242 calendar days from notice to proceed

10. Ethics.

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: \_\_\_\_\_ [Insert Name] (SEAL)  
Title: \_\_\_\_\_ [Insert Name]

ATTEST:

APPROVED:  
HOWARD COUNTY, MARYLAND

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

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

APPROVED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Gary Kuc  
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 purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, 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.

**EXHIBIT II**  
**SAMPLE INVOICE**

# SAMPLE INVOICE

**Your Company's Name**

Address

[Email address](#)

Telephone/Fax Nos.

**Mail Invoice To:**

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

**Invoice No.:**

**Date:**

**FEIN:**

Contract #: 44XXXXXXXXXX

Purchase Order #: 2XXXXXXXXXXXX

Performance Period: \_\_\_/\_\_\_/13-\_\_\_/\_\_\_/14  
(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
<b>Total</b>							

Payment Terms:

Please make check payable to **Your Company's Name** and remit payment to:

*Your Company's Name*

*Address*

*Address*

If you have any questions regarding this invoice, please contact **Your Company's Contact Person's Name** at **Telephone No.** and **Email Address.**

