

IFB NO. 1087066



MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION

INVITATION FOR BIDS

MCDOT PROJECT NO. 0500313

BRIDGE PRESERVATION COUNTY WIDE IX

**THE MARYLAND DEPARTMENT OF TRANSPORTATION,
STATE HIGHWAY ADMINISTRATION'S
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND
MATERIALS DATED *JULY 2008*
GOVERNS THIS CONTRACT DEVELOPMENT**

MINORITY BUSINESS ENTERPRISES ARE
ENCOURAGED TO RESPOND TO THIS

MCDOT PROJECT NO. 0500313

Bridge Preservation County Wide IX

Montgomery County, Maryland is soliciting bids for the provision of the above-referenced construction as outlined in this document.

One original and three copies of your bid must be submitted in a sealed envelope/package **no later than 2:00 P.M. on May 22, 2018** to the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed bid package must be clearly marked with the solicitation number and bid due date and time.

There will be a pre-bid conference on May 1, 2018 at 10:00 A.M. at 100 Edison Park Drive, 4th Floor, Engineering Conference Room, Gaithersburg, MD 20878

The County **will not** accept proposals it receives by fax or e-mail.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact Bhavin Desai at 240-777-7290.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact Robert Norris at (240) 777-9926.

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IFB No. 1087066
MCDOT Project No. 0500313
Bridge Preservation County Wide IX

BIDDERS INFORMATION

**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION ENGINEERING
CONSTRUCTION SECTION**

**MCDOT PROJECT NO. 0500313
IFB NO. 1087066**

Sealed Bids addressed to the Office of Procurement, Montgomery County, Maryland for the Bridge Preservation County Wide IX shown on drawings for sale by the Procurement Office and on file in the Department of Transportation will be received until the time and date shown on the attached Notice to Vendors at which time they will be publicly opened and read in the Office of Procurement for Montgomery County, 255 Rockville Pike, Suite 180, Rockville, Maryland.

All Bids must be made in ink upon the attached form, must give the unit price and extension for each item of the proposed work, and must be signed in ink by the bidder with his name and address on pages (110), (111) and (112). Each Bid must be enclosed in a sealed envelope marked:

“INVITATION FOR BIDS NO. 1087066”

The IFB must be delivered, either by mail or otherwise by the time and date shown in the Notice. To Vendors All bids received after the time and date shown in the Notice To Vendors will be returned unopened.

INVITATION FOR BIDS MADE ON ANY OTHER THAN THE ATTACHED FORMS WILL NOT BE CONSIDERED. CHANGES IN THE PHRASEOLOGY OF THE INVITATION FOR BID, ADDITIONS OR LIMITING PROVISIONS, OMISSION OF REQUIRED SIGNATURES WILL RENDER THE BID INFORMAL AND MAY CAUSE ITS REJECTION.

The County reserves the right to reject any and/or all Invitations For Bids and to waive technical informalities, as the interest of the County may require.

The successful bidder will be required to be bonded to the County for a sum of 95 percent of the total amount of his Bid, for performance bond and labor and material payment bond according to the form of bond(s) hereto attached.

A Bid Guarantee (Bid Bond, Certified Check or Treasurer’s Check, or Irrevocable Letter of Credit), **must be enclosed and accompany each Bid in the amount of five percent (5%) of the Total Base Bid**, and be duly executed by the bidder as a principle, and made payable to Montgomery County. Bid Guarantees, other than Bid Bonds, will be returned to all except the three lowest bidders within 15 days after the formal opening of Bids, and the remaining Guarantees will be returned to the three lowest bidders within 5 days after the County and the accepted Bidder(s) have executed the contract(s). If no contract has been executed within the time specified herein, the Bidder may request the return of the Bid Guarantee. The County reserves the right of approval of any instrument offered as Bid Guarantee.

Performance Bond

The Contract is not valid until and unless the County receives a duly executed Performance Bond (Certified or Treasurer's Check or Irrevocable Letter of Credit) that is in an approved form, in the amount of 95% of the Total Base Bid, and is made payable to Montgomery County as security for the faithful performance of the Contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. The Contractor must maintain the Performance Bond in full force and effect until the termination of the Contract. The county has the right to approve, disapprove or require changes to any instrument offered as a Performance Bond. If the County does not approve the Performance Bond, the Contractor has until the close of business ten (10) calendar days from the date of disapproval to furnish an acceptable Performance Bond. If not corrected, the County has the option to rescind the recommended award and to commence negotiations with the next highest rated offeror. The Performance Bond must provide assurance of the Contractor's faithful performance and discharge of all duties and responsibilities required by law and/or as provided by the Contract.

Labor and Material Payment Bond

The Contract is not valid until and unless the County receives a duly executed Labor and Material Payment Bond (Certified or Treasurer's Check or Irrevocable Letter of Credit) that is in an approved form, in the amount of 95% of the Total Base Bid, and is made payable to Montgomery County, as security that guarantees payment to suppliers, and subcontractors of the prime contractor of the Contract and having as surety thereon such surety company or companies as are acceptable to the County and as are authorized to transact business in the State of Maryland. The Contractor must maintain the Labor and Material Payment Bond in full force and effect until the termination of the Contract. The county has the right to approve, disapprove or require changes to any instrument offered as a Labor and Material Payment Bond. If the County does not approve the Labor and Performance Payment Bond, the Contractor has until the close of business ten (10) calendar days from the date of disapproval to furnish an acceptable Labor and Material Payment Bond. If not corrected, the County has the option to rescind the recommended award and to commence negotiations with the next highest rated offeror. The Labor and Material Payment Bond must provide assurance of the Contractor's guarantee payment to its suppliers and subcontractors of the prime contractor.

MANDATORY SUBMISSIONS

I. BID SUBMISSIONS: The following checked items are required to be submitted with your bid reply:

One complete copy of this IFB, fully executed and complete in all details. Complete copy includes entire IFB beginning with the front cover sheet and includes pages through .

Installation Schedules Descriptive Literature

Bid Guarantee Page No. 2

Plans or Drawings

Bid Forms Page Nos. 110 through 111

Schedule of Prices Page Nos. 112 through 116

Failure to submit mandatory Bid submissions may be cause for your BID to be deemed non-responsive.

OPTIONAL BID SUBMISSIONS

The following checked items (each of which are described in detail in Mandatory, General and Special Terms and /or Specifications or Scope of Work Sections of IFB) are requested to be submitted with your bid reply to ensure a Contract can move forward as a result of this solicitation.

Minority Business Program & Offerors Representation, Page No. 18.

Minority, Female, Disabled Person Subcontractor Performance Plan, Page Nos. 22-25.

Experience and Equipment Certification, Page Nos. 117 through 122.

II. PRE-AWARD SUBMISSIONS

The following checked items are required to be submitted within ten (10) calendar days after the date of the County's written request:

Experience and Equipment Certification Page Nos. 117 through 122

Failure to submit information in a timely manner as indicated may because to consider Bidder non-responsive.

III. AWARD SUBMISSIONS

The following checked items are required to be submitted within ten (10) calendar days after the date of the County's written notification of Intent to Award a Contract:

Performance Bond (Required only for bids in excess of \$50,000), Page No. 4 and Pages 128 to 129

Labor & Material Payment Bond (Required only for bids in excess of \$50,000), Page No. 4 and Pages 130 to 132

Installation Schedules

Certificate of Insurance, see Page No. 16

Plans or Drawings

Other as follows: MCDOT MFD Performance Plan Page Nos. 22 through 25, (if requested by Intent to Award Memorandum)

Other as follows: TCP Certification Page No. 35

Initial CPM Schedule *Section 109, MSHA Standard Specifications for Construction and Materials, July, 2008.* Page No. 200.

Affidavit Page Nos.

Failure to submit information in a timely manner as indicated may be cause to consider Bidder non-responsive.

****NOTICE TO BIDDERS****

"MONTGOMERY COUNTY PROCUREMENT REGULATIONS"

The Montgomery County Procurement Regulations are applicable to this solicitation and any contracts awarded pursuant to this solicitation. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a posting of the proposed contract awardee on a public list in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The time period for appeal contained in Section 11B-36 of the Montgomery County Code commences THE DAY FOLLOWING the date of the posting.

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

For information regarding the proposed awardee(s) posted under this bid or any bid issued by the Montgomery County Office of Procurement, please call 240-777-9907 for a recorded message or send a self-addressed stamped envelope with the bid number if known or a description of the requirement being solicited to: Montgomery County Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166.

BID PROTESTS

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

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

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

****NOTICE TO BIDDERS****

NO DAMAGES FOR DELAYS

1. No charges or claims for damages may be made by the Contractor or paid to the Contractor for any delay, disruption, inefficiency, interference or hindrance from any cause whatsoever, whether foreseeable or not, including (i) acts or omissions by the County, its agents, employees or consultants, (ii) contract documents that are negligently prepared or contain inaccurate statements, or (iii) force majeure and circumstances beyond the Contractor's control. The sole remedy for delays, disruptions or hindrances will be non-compensable time extensions for completion of the work.
2. This provision does not apply to claims that meet all of the following conditions:
 - (i) The claim arises under a contract awarded under a competitive sealed bid;
 - (ii) The claim is for actual and direct damages incurred as a result of a delay in completing the construction project which is the subject of this contract;
 - (iii) The contract establishes a specific time limit for completing the construction project and the claim is for critical path delays that prevent achievement of substantial completion of the contract within that time limit;
 - (iv) The delay for which damages are claimed is caused by the County; and
 - (v) The delay is not caused by actions taken by the County to protect the public health or safety or to conform to law.

EXTENSION OF TIME

A time extension may be granted only for an excusable delay that is beyond the Contractor's control and occurs without the Contractor's fault or negligence. No time extension will be granted in the absence of a written claim for the time extension. The claim must be received by the Department within 15 days after the date of the alleged cause for extension of time occurred. All claims for a time extension must state specifically the amount of delay that the Contractor believes to have been incurred and must include an analysis of how the delay affects completion of the project. If a claim for a time extension, including the facts and analysis specified above, is not received by the Department within the prescribed time, the claim is waived. No compensation must be paid for any time extensions.

****NOTICE TO BIDDERS****

Prospective bidders shall note that Montgomery County will adhere to the Maryland State Highway Administration Specification GP-2.09 as modified herein:

GP-2.09 COMMUNICATIONS AND INTERPRETATIONS
PRIOR TO BID OPENING

Any information regarding the requirements or the interpretation of any provision of the General Provisions, Special General Provisions, Specifications or any part of the bidding documents shall be requested, in writing, from the Construction Section and delivered no later than 10 days prior to the scheduled date of bid opening. Responses to questions or any inquiries having any material effect on the bids shall be made by written addenda, or by written notice sent to all prospective bidders. **DO NOT MAKE VERBAL INQUIRIES.**

All inquiries shall be sent only to:

Marcelo Cortez, Chief
Construction Section
Department of Transportation
Division of Transportation Engineering
100 Edison Park Drive, 4th Floor
Gaithersburg, Maryland 20878
Phone: 240-777-2099
Email: R.Marcelo.Cortez@montgomerycountymd.gov

Inquiries shall include the date of the inquiry, IFB No. 1087066, MCDOT Project No. 0500313 and all information pertinent to the inquiry.

Any verbal interpretations or oral pre-bid statements made by County employees or their representatives shall not be binding upon the County.

****NOTICE TO BIDDERS****

PROCEDURE FOR REQUESTING PAYMENT

The Contractor shall be required to adhere to the following procedure for requesting payments from the Montgomery County Department of Transportation.

- (1) The following sample format or one similar to it shall be used.
- (2) The estimate shall be typed on company letterhead.
- (3) The original and four copies shall be submitted directly to Mr. Marcelo Cortez, P.E., Chief, Construction Section, 100 Edison Park Drive, 4th Floor, Gaithersburg, Maryland, 20878.
- (4) The Contractors name, MCDOT CIP Project number, project name, and estimate number shall appear on the top of each page of the estimate; including the signature page.
- (5) Signature page shall include total amount due on the estimate.
- (6) Estimates shall list all items as they appear in the contract documents including change orders.
- (7) Field orders shall appear on the estimates separate from contract items and change orders and shall have no retention withheld.
- (8) Should you have any questions, call the Contracts Unit at 240-777-7210.

SAMPLE OF FORMAT TO BE USED:

CONSTRUCTION COMPANY NAME
STREET ADDRESS
CITY - STATE - ZIP CODE
PHONE NO.

Date _____

Montgomery County, Maryland
Department of Transportation
Construction Section
100 Edison Park Drive
Gaithersburg, Maryland 20878

Attn: Mr. Marcelo Cortez, P.E.

Re: MCDOT Project No. _____
Project Name _____

Final Estimate (Use when applicable)
Final Payment (Use when applicable)

Estimate No. _____

ITEM NO.	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	COMPLETED QUANTITY	TOTAL
101	Clearing and Grubbing	Lump Sum	\$00.00	_____ %	\$00.00
201	Class I Excavation	XXX CY	\$00.00	XXX	\$00.00

*Refer with Contract Document for amount to be retained.

Total _____
Less (*) Retainage _____
Balance _____
Less Previous Estimates _____
AMOUNT DUE _____

I hereby certify this invoice is correct for all work performed and all materials furnished and that payment as indicated is due.

(Use the following sentence on Final Payment.)

I further certify that all sub-contractors and suppliers have been paid or will be paid with the proceeds from this Final Payment.

Construction Company Name

Representative's Name - Title

Date

****NOTICE TO BIDDERS****

PROFESSIONAL SERVICES

The Contractor is required to provide the professional services specified in these Special Provisions and the Maryland Department of Transportation, State Highway Administration's "Standard Specifications for Construction and Materials". The following Professional Service will be required:

SECTION 436 CLEANING AND PAINTING EXISTING STRUCTURAL STEEL

- Certified Industrial Hygienist for certification of Worker Protection Compliance Program, certify the Environmental Protection Plan of action and to supervise the monitoring of worker exposures.
- Registered Professional Engineer, registered in the State of Maryland, for certification of containment and scaffolding plans.

Professional Services will not be measured for payment but the cost of the services shall be considered incidental to the pertinent item of work.

****NOTICE TO BIDDERS****

MATERIAL SAMPLES

On this project material samples (for approval for use on the project or for acceptance once placed on the project), which are to be tested, are to be submitted and delivered to:

Montgomery County Department of Transportation
Materials Control Center
1283 Seven Locks Road
Rockville, Maryland 20850
301-279-1353

during normal work days, between the hours of 7:00 a.m. to 3:30 p.m., within thirty calendar days of the NTP. Each sample must be accompanied by the appropriate completed form with all necessary information provided. The sample must be delivered in accordance with appropriate specifications.

MCDOT INFORMATION FOR BIDDERS

If the bidder whose name is placed on the public list, fails to execute the contract and/or fails to submit any of the mandatory award submissions hereafter attached, and as herein provided within ten (10) calendar days after the date of the County's written notification of intent to award a contract, the bidder may be ruled non-responsible. The name of the second lowest responsible bidder may be placed on the public list and such bidder shall fulfill every stipulation embraced herein as if he were the original party whose name was placed on the public list, or the Director of the Office of Procurement may reject all the bids whichever is in the best interest of the County. The County reserves the right to cancel the solicitation.

Bid guarantees submitted in check form by the three lowest responsible bidders will be retained by the Office of Procurement until contract execution, whereupon they shall be returned. All other bid guarantee checks will be returned after the recommendation of award is approved and posted by the Director, Office of Procurement.

Bidders must be prepared to complete the work within the time fixed in Article No. 4 of the Standard Form of Agreement.

Bidders must examine the drawings and specifications carefully and must make a personal examination as to the location and nature of the proposed work. In case doubt shall arise as to the meaning of intent of anything shown on the plans or proposed in the specifications, inquiry should be made of the Construction Section before the bid is submitted. The submission of a Bid shall indicate that the bidder thoroughly understands the drawings and the terms of the specifications.

Bidders are especially instructed to fill out the "Extended Price" column and total their bid so that the results to the bidding, barring possible arithmetical errors, will be at once known. Any errors in computations will be corrected by the Construction Section when the bids are canvassed.

The quantities given under the various items of the proposal are approximate only and subject to increase or decrease, as provided in the contract, without the changing of the unit prices to be paid for the work, except as provided in MSHA GP-4.04 (Variations in Estimated Quantities).

PROOF OF QUALIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS

(Required for amounts of \$20,000 or more only.)

Bidders and subcontractors who have not previously successfully qualified with Montgomery County Division of Transportation Engineering for work comparable to that contemplated in this proposal or who have not performed comparable work for the County within the last two years shall furnish under oath on forms furnished by the County the following proof of qualifications to perform the work specified:

1. Legal Title, Address and Phone Number of Organization.
2. Maryland Representative's Name, Title and Address.

3. Experience of organization and members.
4. Principal comparable Projects completed by your organization within the last five years.
5. Answers to questions relating to government work and work performance.
6. Equipment owned, rented or intended to be bought for this project.
7. Answers to questions relative to subletting any portion of the contemplated work.
8. Work presently under contract.
9. Certification of bonding capacity from a reputable bonding agency.

Such proof shall be submitted at the request of the County in the event your organization is low bidder or subcontractor for the low bidder on this proposal. Failure to submit such proof shall be sufficient cause to reject said bid or proposal to perform work as a subcontractor. Bidders and their subcontractors may be required to furnish additional information from that specified above to substantiate proof of qualifications.

The Owner may make such investigation as Owner deems necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner visit any prospective Contractor's place of business to determine the Contractor's ability, capacity, reliability, financial stability or other factors necessary to perform the Work. The Owner reserves the right to consider a Bidder non-responsible who has previously failed to perform properly, or timely, Contracts of similar nature, or if investigations show the Bidder unable to perform the requirements of the Contract.

LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and shall indemnify and save harmless the County and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, by-law, ordinance, regulation, order or decree whether by the Contractor or their employees.

The Contractor shall be cognizant of safety procedures required for working in "Confined Spaces." A "Confined Space" has any or all of the following characteristics: Limited openings for entry and exit, unfavorable natural ventilation, subject to accumulation of toxic or combustible agents and to oxygen deficiency, not designed for continuous worker occupancy. Examples of commonly encountered confined spaces are inlets, manholes, dam risers, pipes and culverts.

The Contractor shall at all times observe and comply with the Safety Code adopted by the State of Maryland on December 16, 1985, under the provisions of the OCCUPATIONAL SAFETY LAW OF THE STATE OF MARYLAND and amendments thereto.

ENVIRONMENTAL PROTECTION

The Contractor will be required to comply with all regulations of the County pertaining to environmental control such as Dust Control and Open Fire restrictions adopted under the Air Quality Control Law, Chapter 3 of the Montgomery County Code 1984 as amended, the Erosion and Sediment Control Provisions, both outlined in the General Provisions of this Solicitation; and, the Noise Control Law, Chapter 31B of the Montgomery County Code 1984, as amended. It shall be the responsibility of the Contractor to be knowledgeable and comply with all environmental regulations affecting the conduct of the work.

SPECIFICATION AND STANDARD PLANS

Although this is a totally financed and a totally regulated County Project, the specifications governing construction, unless otherwise indicated will be the "Standard Specifications For Construction and Materials", Maryland Department of Transportation State Highway Administration dated July, 2008 and revisions thereof or additions thereto.

All applicable Standard drawings will be those of the Maryland State Highway Administration as amended, the WSSC, Montgomery County, or on occasion, the Federal Government, whichever is specified in the Special Provisions.

SALES TAX REQUIREMENT

Bidders are required under Section 326(a) of Article 81 of the Annotated Code of Maryland 1975 (Repl. Vol.), to include State Tax as follows:

Sales to the State of Maryland or any of its political subdivisions. Provided that this subsection shall not be construed or applied to exempt any sale, otherwise taxable under this subtitle, of tangible personal property to contractors or builders to be used for the construction, repair or alteration of real property, **ON CONTRACTS ADVERTISED FOR BIDS AFTER THE EFFECTIVE DATE OF THIS ACT.**

CONTINGENT ITEMS

The Contractor's attention is directed to the items in the Schedule of Prices marked with an asterisk (*). The items so marked are to be considered contingent items, and the quantity may be increased or decreased, or any or all may be deleted in their entirety from the Contract, at the discretion of the Engineer.

Any increase or decrease in the quantity of these items, or their deletion will not be considered justifiable claim for compensation in addition to the contract unit prices in the Bid.

AWARD OF CONTRACT

Under special circumstances the County reserves the right to delay such award, if made, up to one hundred and fifty (150) days from date of bid opening. Bids may not be withdrawn for one hundred and fifty (150) days from date of bid opening.

PERFORMANCE BOND

The low responsive, responsible bidder shall submit Performance and Labor and Material Payment Bonds within ten (10) days after receiving the contract for execution.

STARTING OF PROJECT

The Contractor may not start work under this contract until a Notice to Proceed has been issued by the Department; and a Purchase Order has been executed by the Office of Procurement. Also, the contractor must give the Department of Transportation forty-eight (48) hours advance notice before starting work so that inspection may be provided.

CERTIFICATION OF PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

The contractor at the time of request for semi-final payment of retention under a contract covered hereunder shall certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payment from the proceeds of the final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them in conformance with Section 9-112 of the Real Property Article of the Annotated Code of Maryland (1974).

TIME IS OF THE ESSENCE

LIQUIDATED DAMAGES

The Contractor is hereby advised that liquidated damages in the amount of:

One Thousand and Three Hundred Dollars (\$1,300) per Calendar Day

will be assessed for unauthorized extensions beyond the contracted time of completion.

MANDATORY INSURANCE REQUIREMENTS – Bridge Preservation – County Wide IX

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor’s obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to “cross-liability” or “insured vs insured” exclusion provisions

Commercial General Liability

A minimum limit of not less than **five million dollars (\$5,000,000)**, in combined single limits for bodily injury and/or property damage coverage per occurrence:

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

Commercial Automobile Liability Coverage

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

- owned automobiles
- hired automobiles
- non-owned automobiles

Environmental Clean-Up and Liability (ECL) / Contractor’s Pollution / Environmental Impairment Liability

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

Workers’ Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with limits not less than **one million dollars (\$1,000,000)**, which insurance must contain a waiver of subrogation against CSXT and Montgomery County, MD and their affiliates.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor’s commercial general, automobile insurance, and contractor’s excess/umbrella insurance if used to satisfy the Contractor’s minimum insurance requirements under this contract, for liability arising out of contractor’s products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

IFB No. 1087066
MCDOT Project No. 0500313
Bridge Preservation County Wide IX

Policy Cancellation

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

Certificate Holder

Montgomery County, Maryland
Office of Procurement / Bob Norris
255 Rockville Pike, Suite 180
Rockville, Maryland 20850

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MINORITY BUSINESS PROGRAM & OFFEROR'S REPRESENTATION

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - "Minority Contracting", Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Office of Procurement, or his/her designee, who may waive this requirement.

A sample of the MFD Report of payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime Contractor. It is not to be completed by the Prime Contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Office of Procurement, or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program Manager, Division of Business Relations and Compliance at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County
Office Of Procurement
Office Of The Director

MFD Report Of Payments Received For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$: _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? Yes ___ No ___

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(SIGNATURE OF COMPANY OFFICIAL)

(TITLE)

(DATE)

TELEPHONE

FAX

E-MAIL

Mail to: Alvin Boss, Program Specialist
255 Rockville Pike (formerly 250 Hungerford Drive)
Ste. 180 Rockville, MD 20850

**MINORITY-OWNED BUSINESS ADDENDUM TO GENERAL CONDITIONS OF
CONTRACT BETWEEN COUNTY AND CONTRACTOR**

A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.

B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.

D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.

E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.

F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.

G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for

each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's
Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

Date: _____

MFD Program Officer

MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

Date: _____

Date: _____

Director
Cherri Branson
Office of Procurement

Director
Cherri Branson
Office of Procurement

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

DELEGATION OF CONTRACT ADMINISTRATION

Delegation of Contract Administrator Responsibility and Authority. The Montgomery County Director, Office of Procurement hereby delegates to the person identified below the responsibility and authority to perform the functions of the Contract Administrator for this particular AGREEMENT.

Name: Mr. Bruce E. Johnston, P.E., Division Chief

Telephone Number: 240-777-7220

Organizational Element: Division of Transportation Engineering

This delegation authorizes the Contract Administrator to perform the following functions, in accordance with applicable regulations and procedures commencing on the date that the contract is signed by the Contracting Officer and terminating on the date contractor performance is completed (including final payment) or terminated:

- serve as liaison between the County and Contractor;
- give direction to the Contractor to ensure satisfactory and complete performance, including issuance of field orders;
- monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- serve as records custodian for this contract, including wage requirements;
- accept or reject the Contractor's performance;
- furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement and to the County Attorney, as appropriate;
- prepare required reports;
- approve or reject invoices for payment;
- recommend contract modifications or terminations to the Director, Office of Procurement,
- issue notices to proceed; and
- monitor and verify compliance with any MFD Performance Plan.

The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

Unless the Director, Office of Procurement changes this delegation of authority, in writing, no other person is authorized to perform the functions of the Contract Administrator for this particular AGREEMENT.

CONTRACT PROVISIONS



CONTRACT PROVISIONS
(NCHRP) REPORT 350 IMPLEMENTATION SCHEDULE

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

**NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP)
REPORT 350 AND THE MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)
IMPLEMENTATION SCHEDULE FOR DEVICES USED IN THE MAINTENANCE OF
TRAFFIC**

Except as otherwise specified in this Section, all items for the maintenance of traffic, including those listed under the following categories, shall be crashworthy in conformance with Level 3 or other Level as specified by the Engineer in conformance with the safety crash testing and performance criteria published in the National Cooperative Highway Research Program (NCHRP) Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features" or the Manual for Assessing Safety Hardware (MASH). When conformance with NCHRP Report 350 or MASH is required, the Contractor shall provide the Engineer with the manufacturers' certifications that the devices comply with the specified criteria.

Unless specifically waived by an attachment to these Contract Provisions, devices must be approved by the Office of Traffic and Safety.

Category 1 Devices

These devices are cones, tubular markers, flexible delineator posts, and drums, all without any accessories or attachments, which are used for channelization and delineation.

Category 2 Devices

These devices are Type I, II, and III barricades; portable sign supports with signs; intrusion alarms; and drums, vertical panels, and cones, all with accessories or attachments.

Category 3 Devices

- (a) Truck Mounted Attenuators (TMAs) and Trailer Truck Mounted Attenuators (TTMAs).
- (b) Temporary Barrier.
 - (1) Concrete Barrier.
 - (2) Traffic Barrier W Beam and Water Filled Barrier.
 - (3) Steel/Aluminum Barrier.
- (c) Temporary End Treatments.

Category 4 Devices

These devices are area lighting supports, arrow panels, and portable variable message signs that are usually portable or trailer-mounted.

CONTRACT PROVISIONS

IFB No. 1087066
MCDOT Project No. 0500313

(NCHRP) REPORT 350 IMPLEMENTATION SCHEDULE

2 of 2

WORK ZONE DEVICES	IMPLEMENTATION SCHEDULE TO CONFORM TO NCHRP REPORT 350 OR MASH CRITERIA
<p>CATEGORY 1 Cones, tubular markers, flexible delineator posts, and drums (all without any accessories or attachments)</p>	<p>All devices shall conform to NCHRP Report 350 or MASH criteria.</p>
<p>CATEGORY 2 Type I, II, and III barricades; portable signs supports with signs; intrusion alarms; and drums, vertical panels, and cones (all with accessories or attachments)</p>	<p>All devices shall conform to NCHRP Report 350 or MASH criteria.</p>
<p>CATEGORY 3 (a) Truck Mounted Attenuators (TMAs); Trailer Truck Mounted Attenuators (TTMAs) (b) Temporary Barriers (1) Concrete Barrier (2) Traffic Barrier W Beam and Water Filled Barrier (3) Steel/Aluminum Barrier (c) Temporary End Treatments</p>	<p>All devices shall conform to NCHRP Report 350 or MASH criteria.</p>
<p>CATEGORY 4 Portable trailer mounted devices including area lighting supports, arrow panels, and changeable message signs</p>	<p>The Contractor may use devices that do not conform to NCHRP Report 350 or MASH criteria, until compliance dates are established. Use of these devices shall comply with the provisions of Part 6 of the MUTCD.</p>

CONTRACT PROVISIONS

**MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(MdMUTCD) REQUIREMENTS**

1 of 1

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

**MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL
DEVICES (MdMUTCD) REQUIREMENTS**

The 2011 Maryland Manual on Uniform Traffic Control Devices (MdMUTCD) is the legal State standard for traffic control devices. All traffic control devices (temporary or permanent) utilized on Administration projects shall be in conformance with the requirements provided in the 2011 Edition of the Administration's MdMUTCD for Streets and Highways.



CONTRACT PROVISIONS
OCCUPYING WETLANDS

1 of 1

OCCUPYING WETLANDS

The Contractor is hereby alerted to the importance of preserving wetland areas. The Administration, in conjunction with the various environmental agencies, has developed these Contract Documents so as to minimize or eliminate disturbance and damage to existing wetland areas. In order to accomplish this, the following must be rigidly adhered to:

- (a) Prior to performing any work on the project, the areas of wetland will be identified and marked as directed by the Administration. All personnel of the Contractor or sub-contractors shall be alerted to these designated areas.
- (b) The Contractor or sub-contractors shall not impact any wetland or waterway, whether it be permanently or temporarily unless otherwise stipulated in the permit application and approved as an authorized action by the appropriate regulatory agency. No fill shall be placed in these areas without a permit.
- (c) If a Contractor or sub-contractor has to impact a wetland or waterway that is not covered by an existing wetland permit, they shall immediately notify the Engineer. The Engineer will notify the Environmental Programs Division to determine the extent of any permit modification. At that time the Environmental Programs Division will request a permit modification or submit a permit application.
- (d) If the Contractor impacts any wetland or waterway for which they do not have a wetland permit, they shall be responsible for restoring the wetland areas and possibly mitigating the wetland impacts to the full satisfaction of the environmental agencies, which could include monetary compensation.
- (e) The cost of restoration and mitigation of the impacted areas shall be at no additional cost to the Administration.

The importance of not abusing the wetland areas cannot be overemphasized. Abuse of wetland areas could jeopardize the operation of the total Contract and could be cause for a shut-down. If a shut-down occurs because of the Contractor's failure to secure the required permits (i.e. the Contractor's method of work includes impacts not approved by previously acquired permits), the Contractor's negligence or operations, all costs and damages to the Contractor and to the State will be at no additional cost to the Administration. Noncompliance with these requirements will not be considered for an extension of Contract time.

CONTRACT PROVISION - MONTGOMERY COUNTY PREVAILING WAGE POLICY

1 of 3

MONTGOMERY COUNTY PREVAILING WAGE POLICY

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions
of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.

CONTRACT PROVISION - MONTGOMERY COUNTY PREVAILING WAGE POLICY

2 of 3

5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Office of Procurement, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, becomes final and binding;
11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

CONTRACT PROVISION - MONTGOMERY COUNTY PREVAILING WAGE POLICY

3 of 3

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.
14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.
15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

INFORMATIONAL WAGE RATES

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

The wage rates posted on this site are provided for **informational** purposes ONLY.

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

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

MONTGOMERY COUNTY	HIGHWAY CONSTRUCTION				Print Date Apr 19, 2018
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
CARPENTER	AD	\$28.36		\$11.59	
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$26.66	021	\$14.70	
CEMENT MASON	AD	\$22.00		\$2.69	
ELECTRICIAN	AD	\$36.10	033	\$16.98	
IRONWORKER - FENCE ERECTOR	AD	\$26.38	021	\$16.44	
IRONWORKER - REINFORCING	AD	\$31.00	033	\$14.96	
IRONWORKER - STRUCTURAL	AD	\$31.50	021	\$3.45	
LABORER - AIR TOOL OPERATOR	AD	\$20.00		\$7.26	
LABORER - ASPHALT PAVER	AD	\$20.00		\$7.26	
LABORER - ASPHALT RAKER	AD	\$21.45		\$5.05	
LABORER - BLASTER - DYNAMITE	AD	\$20.00		\$7.26	
LABORER - BURNER	AD	\$20.00		\$7.26	
LABORER - COMMON	AD	\$21.45		\$5.05	
LABORER - CONCRETE PUDDLER	AD	\$21.45		\$5.05	
LABORER - CONCRETE SURFACER	AD	\$20.00		\$7.26	
LABORER - CONCRETE TENDER	AD	\$21.45		\$5.05	
LABORER - CONCRETE VIBRATOR	AD	\$21.45		\$5.05	
LABORER - DENSITY GAUGE	AD	\$21.45		\$5.05	
LABORER - FIREPROOFER - MIXER	AD	\$21.45		\$5.05	
LABORER - FLAGGER	AD	\$21.45		\$5.05	
LABORER - GRADE CHECKER	AD	\$21.45		\$5.05	
LABORER - HAND ROLLER	AD	\$21.45		\$5.05	
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$20.00		\$7.26	
LABORER - JACKHAMMER	AD	\$21.45		\$5.05	
LABORER - LANDSCAPING	AD	\$21.45		\$5.05	
LABORER - LAYOUT	AD	\$21.45		\$5.05	
LABORER - LUTEMAN	AD	\$21.45		\$5.05	
LABORER - MASON TENDER	AD	\$20.00		\$7.26	
LABORER - MORTAR MIXER	AD	\$21.45		\$5.05	
LABORER - PIPELAYER	AD	\$20.00		\$7.26	
LABORER - PLASTERER - HANDLER	AD	\$21.45		\$5.05	

LABORER - SCAFFOLD BUILDER	AD	\$20.00		\$7.26
LABORER - TAMPER	AD	\$21.45		\$5.05
MILLWRIGHT	AD	\$30.06	033	\$15.30
PAINTER - BRIDGE	AD	\$36.13		\$11.49
PILEDRIVER	AD	\$29.94	033	\$10.98
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	AD	\$21.35	021	\$2.37
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$30.65		\$7.60
POWER EQUIPMENT OPERATOR - BOOM TRUCK	AD	\$26.55		\$7.60
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$22.84		\$7.90
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$24.00		\$0.46
POWER EQUIPMENT OPERATOR - CONCRETE CURB AND GUTTER PAN	AD	\$28.71	021	\$0.00 a
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$42.55	021	\$3.05
POWER EQUIPMENT OPERATOR - CRANE	AD	\$36.92		\$7.60 a
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$33.19	021	\$20.13
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$19.50		\$3.51 a
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$30.69	021	\$20.13
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$32.11		\$7.60
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$24.85	021	\$5.58
POWER EQUIPMENT OPERATOR - LOADER	AD	\$29.00	033	\$7.77
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$27.40		\$7.40
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$26.55		\$7.60
POWER EQUIPMENT OPERATOR - PAVER	AD	\$27.00		\$7.60
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$22.84		\$7.60
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$20.00		\$3.94
POWER EQUIPMENT OPERATOR - SCREED	AD	\$20.20	021	\$6.53
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$27.00		\$4.77
POWER EQUIPMENT OPERATOR - TRENCHER	AD	\$30.00		\$4.02
POWER EQUIPMENT OPERATOR-VACCUUM TRUCK	AD	\$26.27		\$0.00
TRUCK DRIVER - CONCRETE PUMP	AD	\$26.75	021	\$6.15
TRUCK DRIVER - DUMP	AD	\$19.60		\$4.36
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$17.50		\$3.51
TRUCK DRIVER - FLATBED	AD	\$22.36	021	\$6.27
TRUCK DRIVER - LOWBOY	AD	\$23.70		\$2.52
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$19.81	021	\$6.53
TRUCK DRIVER - TANDEM	AD	\$21.70		\$2.52
TRUCK DRIVER - TRACTOR TRAILER	AD	\$20.14	021	\$6.53
TRUCK DRIVER - WATER	AD	\$19.67	021	\$6.53

FRINGE REFERENCES AS NOTED:

a. PAID HOLIDAYS: New Year Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

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

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

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

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

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

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

END OF REPORT

MCDOT CONTRACT PROVISIONS
TRAFFIC CONTROL PLAN CERTIFICATION

TRAFFIC CONTROL PLAN CERTIFICATION

PRIOR TO THE COMMENCEMENT OF WORK ON THIS PROJECT, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE A TRAFFIC CONTROL PLAN CERTIFICATION, CONTAINING THE INFORMATION SHOWN BELOW. THE CERTIFICATION FORM WILL BE PROVIDED TO THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT.

The Administration's Traffic Control Plan (TCP) has been reviewed and the following course of action shall be followed:

Option 1 _____
The County's TCP is accepted and shall be used on this project.

Option 2 _____
The TCP is accepted; however, revisions and/or additions shall be submitted for approval in conformance with the Administration's Specifications 104.01.

Option 3 _____
The TCP is not accepted and revision shall be submitted for approval in accordance with the Administration's Specifications 104.01.

It is understood that the effective implementation of the approved TCP is the responsibility of the Contractor. Minor modifications may be made by the Traffic Manager if field conditions warrant and prior concurrence is obtained from the Engineer. Significant changes to the TCP will be submitted to the Engineer in writing, for approval, in conformance with the Administration's Specifications 104.01.

(DATE)

(SIGNATURE)

(PRINT SIGNATURE)

(TITLE)



*Maryland Department of Transportation
State Highway Administration*

**CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY**

1 of 2

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

HIGH VISIBILITY SAFETY APPAREL POLICY

BACKGROUND. Research indicates that high visibility garments have a significant impact on the safety of employees who work on highways and rights-of-way. In addition, high visibility garments may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

STATEMENT OF POLICY.

- (a) The High Visibility Safety Apparel Policy provides a standardized apparel program.
- (b) The program seeks to improve the visibility of all persons who work on County roadways and rights-of-way.
- (c) All apparel shall contain the appropriate class identification label.
- (d) Compliance with this policy is retroactive and becomes effective immediately. All affected employees shall receive high visibility apparel awareness training.

APPLICABILITY. This policy applies to all County employees and all other persons who work on County roadways and rights-of-way. All workers shall wear, at a minimum, Class 2 ANSI/ISEA 107/2004 apparel.

- (a) For County employees, this apparel shall have a fluorescent yellow-green background material color and be the outermost garment worn.
- (b) Retro-reflective material color for County employee apparel shall be silver or white and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not exceeding one and one half inches on either side of the retro-reflective material.
- (c) For non-County employees, this apparel shall be either fluorescent orange-red or fluorescent yellow-green background material color and be the outermost garment worn.
- (d) Retro-reflective material color for non-County employee apparel shall either be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer from the surrounding work environment.



*Maryland Department of Transportation
State Highway Administration*

**CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY**

2 of 2

REFERENCES.

- (a) ANSI/ISEA 107/2004 standard – American National Safety Institute/International Safety Equipment Association
- (b) MUTCD 2003 – Manual for Uniform Traffic Control Devices - Sections 6D.03B and 6E.02
- (c) Visibility Research – The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

DEFINITIONS.

- (a) Apparel – The outermost high-visibility garment worn by employees who work on Administration highways and rights-of-way.
- (b) Highways – All roads owned by the Maryland Department of Transportation and maintained by the Administration.
- (c) High Visibility – The ability for workers to be distinguishable as human forms to be seen, day and night, at distances that allow equipment operators and motorists to see, recognize, and respond.

THIS POLICY HAS BEEN ADOPTED BY THE MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION AND WILL BE STRICTLY ENFORCED ON ALL PERSONS WHO WORK ON AND WITHIN THE LIMITS OF MONTGOMERY COUNTY ROADWAYS AND RIGHTS OF WAY.

**GENERAL PROVISIONS FOR
MONTGOMERY COUNTY PROJECTS**

GENERAL PROVISIONS

GP – SECTION 1 DEFINITIONS AND TERMS

GP-1.04 ABBREVIATIONS

2 **ADD:** following to the end of the list:

MCDOT Montgomery County Department of Transportation

MSHA Maryland State Highway Administration.

PEPCO Potomac Edison Power Company

WSSC Washington Suburban Sanitary Commission

GENERAL PROVISIONS

GP-SECTION 1

DEFINITIONS AND TERMS

GP-1.05 DEFINITIONS

4 **ADD: The following:**

Wherever in these General Provisions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

"AUDIT PROVISIONS" Montgomery County shall have the right to examine the contractor's records pertaining to work performed under the contract to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

"BORING LOGS" Boring logs are available for this project and are shown in the Contract Plan Set. Subsurface soil and geological information is based upon test borings. Such information concerning the character of the subsurface material has been obtained for the exclusive use of the County to aid in the project design. This information can be used by the bidders or contractors for the design of the substructure of the Temporary Pedestrian Bridge. There is no expressed or implied agreement that uniformity of material exists between the explored locations.

The County will not consider any claim for damages because of the contractor's reliance upon the boring information and will not pay additional compensation beyond unit prices stipulated. This information does not relieve the prospective bidders of the responsibility for making their own site investigation.

"CLAIMS FOR DAMAGE" Reference is herein made to Section 13 (Claims) and Section 14 (Disputes) of the Montgomery County Procurement Regulations.

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the County, he shall within ten (10) days after sustaining the alleged damage, make a written statement to the Engineer. The written statement shall contain:

1. An explanation of the claim, including reference to all Contract provisions upon which it is based;
2. The amount of the claim;
3. The facts upon which the claim is based;
4. All pertinent data and correspondence that the Contractor relies upon to substantiate the claim; and

5. A certification by a senior official, officer, or general partner of the Contractor, that, to the best of the person's knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the amount requested accurately reflects the Contract adjustment for which the person believes the County is liable.

The claim shall also contain itemized supporting data for the elements of cost the Contractor claims to have incurred or it will incur. This data shall be in sufficient detail to permit analysis by the Engineer of material, labor, equipment, subcontract and overhead costs as well as profit and shall include all work covered by the claim, whether deleted, added or changed.

Whenever it shall appear to the Contractor that due to the exigencies of the work, he is about to incur damage, he shall at once notify the Engineer or his representative in writing of such fact and state the nature of his possible claim. Such notification shall not take the place of, but shall be in addition to, the written statement herein above required to be submitted within ten (10) days after the occurrence of an alleged cause for damage.

MERE PRESENTATION TO THE ENGINEER OF CHANGE IN CONSTRUCTION SCHEDULE EITHER GRAPHICALLY OR NARRATIVELY DOES NOT MEET THE NOTIFICATION REQUIREMENTS OF "CLAIMS FOR DAMAGE". IF THE CONTRACTOR INTENDS TO FILE A CLAIM, THE ENGINEER MUST BE FORMALLY NOTIFIED BY A LETTER SEPARATE FROM ANY PRESENTATION(S) ON THE CONSTRUCTION SCHEDULE OR SUBSEQUENT UPDATES.

"CONSTRUCTION DOCUMENTS TO SUCCESSFUL BIDDER" The successful bidder of each Contract advertised by the County receive upon award of the Contract, five sets of Plans and five Invitation for Bid books free of charge. Any additional Plan sets required by the Contractor may be purchased at the price noted in the Notice to Contractors. Individual Plan sheets may be purchased at the prevailing price as set by the County.

"COUNTY" Shall mean Montgomery County, Maryland.

"ENGINEER" Shall mean the Director of the Department of Transportation for Montgomery County, Maryland, acting directly or through a duly authorized representative within the scope of the particular duties assigned.

"ETHICS PROVISIONS" Pursuant to the requirements of the Montgomery County Code 1984, as amended, Chapters 11B and 19A, notice is hereby given as follows:

a. **GIFTS**

It is unlawful for any person to offer, give, or agree to give any public or former public employee or for any public or former public employee to solicit, demand, accept or agree to accept from another person gifts for or because of:

- (1) an official public action taken, or to be taken, or which could be taken;
- (2) a legal duty performed, or to be performed, or which could be performed; or
- (3) a legal duty violated, or to be violated or which could be violated by such public or former public employees (Section 11B-50).

b. **KICKBACKS**

It is unlawful for any payment, gift, or benefit to be made by or on behalf of a subcontractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order (Section 11B-50).

c. **COVENANT AGAINST CONTINGENT FEES**

If the amount of the contract is in excess of three thousand dollars, the Contractor represents that he or she has not retained anyone to solicit or secure the contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or an attorney rendering professional legal services consistent with applicable canons of ethics (Section 11B-51).

d. **RESTRICTIONS IN EMPLOYMENT**

- (1) Unless authorized by law, it shall be unlawful for any person transacting business with the County to employ a public employee for employment contemporaneous with his or her public employment (Section 11B-52).
- (2) No public employee or official may engage in outside employment unless approved by the ethics commission as not violating the provisions of the Charter of Chapter 19A. The ethics commission may approve outside employment by granting a waiver authorized by Chapter 19A, and such approval shall be subject to the conditions of the waiver (Section 19A-8(a)).
- (3) Except as permitted by the ethics commission, an employee may not be employed by, or have a financial interest in, any entity subject to the authority of or contracting (including negotiations) with the government agency with which the employee is affiliated (Section 19A-8(b)).

e. **NON-DISCRIMINATION IN EMPLOYMENT**

The Contractor agrees to comply with the non-discrimination in employment policies as required by Section 11b-3 and Section 27-19, Montgomery County Code as well as all other applicable State and Federal laws and regulations regarding employment discrimination.

The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

"EVIDENCE OF PAYMENT" The Contractor shall furnish the Engineer with satisfactory evidence that all persons who have done work or furnished materials under the contract and who have given written notices to the County, before or within ten days after the final completion and acceptance of the whole work under the Contract, that any balance for such work or materials is due and unpaid has been fully paid or satisfactorily secured. In case such evidence is not furnished aforesaid, such amount as may be necessary to meet the claim of the said person(s) may be retained from any monies due to the Contractor under the Contract, until the liabilities aforesaid shall be fully discharged or such notices withdrawn.

"HAZARD AND TOXIC SUBSTANCES" Effective November 25, 1985, manufacturers and distributors are required by the "Federal Hazard Communication Standard" (29 CFR 1910.1200), and the Maryland "Access to Information about Hazard and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. Deliveries to Montgomery County must comply with these requirements.

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

"MSHA or ADMINISTRATION" The word "MSHA" (Maryland State Highway Administration) or "Administration" shall mean MCDOT (Montgomery County Department of Transportation).

“NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS”

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

The signature on the bid, contract, amendment, or related correspondence must conform to the following:

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

No bids will be accepted unless submitted in ink or typewritten. Changes made to the prices bid prior to the opening must be done legibly and initialed by the offeror making the changes.

“OWNER” Shall mean Montgomery County, Maryland.

"PROCUREMENT REGULATION" The Montgomery County Procurement Regulations and the Maryland State Highway Administration (MSHA), General Provisions, are incorporated by reference and made a part of this contract. In the case of any inconsistency between this contract, the Montgomery County Procurement Regulations and the MSHA General Provisions, the Montgomery County Procurement Regulations shall govern.

"PURCHASING AGENT" Shall mean the Purchasing Agent for Montgomery County, or a duly authorized representative.

"ROCK" Whenever rock is shown on the plans, it has been so shown from the best information available and it is shown for the information of all parties concerned; however, the County assumes no responsibility for the accuracy of such information. Should the Bidder or Contractor rely on such information in preparing his bid or in the performance of the work, he does so at his own risk.

Whether or nor rock is shown on the plans, or noted in the Special Provisions, the Contractor is not relieved of the responsibility of making his own investigation to determine for himself if rock is present. **The presence of rock shall not entitle the Contractor to additional compensation beyond the unit prices stipulated or bid for any class excavation, pipe and structures in place.**

SIGNATURE DOCUMENTATION ON OFFERS OR A CONTRACT

Signatures of offerors and contractors must be in their correct legal form and must not be abbreviated to common usage or trade name form. All signatures must be made by an authorized officer, partner, manager, member or employee. The signing of an offer or a contract is a representation of by the person signing that the person signing is authorized to so on behalf of the offeror or contractor. Contracts that are not signed in compliance with these requirements are voidable at the option of the County.

"STATE" The word state shall mean County - the changing from MSHA to County shall not be to the exclusion of MSHA and FWHA reviews.

GENERAL PROVISIONS

GP-SECTION 2 BIDDING REQUIREMENTS AND CONDITIONS

- 8 **DELETE:** GP-2.01 “**BID IRREVOCABLE**” in its entirety.
- 9 **DELETE:** GP-2.06 “**PREPARATION OF BID**” bold type “On Administration Contracts....Preparation of Bid.”
- 10 **DELETE:** GP-2.07 “**PROPOSAL GUARANTY**” in its entirety.
- 11 **DELETE:** GP-2.08 “**DELIVERY OF BIDS**” in its entirety.
- 11 **DELETE:** GP-2.09 “**COMMUNICATIONS AND INTERPRETATION-PRIOR TO BID OPENING**” in its entirety. See **NOTICE TO BIDDERS** titled “**COMMUNICATIONS AND INTERPRETATION-PRIOR TO BID OPENING**”.
- 11 **DELETE:** GP-2.10 “**AMENDMENTS TO INVITATION FOR BIDS**” in its entirety.

INSERT: the following:

GP-2.10 SOLICITATIONS AMENDMENTS (ADDENDA)

Addenda will be mailed to all who are known by the Owner to have received a complete set of Bidding Documents.

No Addenda will be issued later than four (4) days prior to the date for receipt of bids except as Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendments. Offeror’s must acknowledge receipt of such solicitation amendments to the place designated, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. **UNLESS A WAIVER IS GRANTED, OFFEROR’S THAT DO NOT TIMELY ACKNOWLEDGE RECEIPT OF SOLICITATION AMENDMENTS BY ONE OF THE FOLLOWING METHODS WILL BE REJECTED:**

- (a) By returning one signed copy of the amendment.
- (b) By acknowledging receipt of the amendment an at least one signed copy of the offer that is submitted.

- (c) By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

A waiver may be granted by the Director, Office of Procurement, if deemed to be in the County's best interest. No waiver may be granted, however, until the offeror's states in writing that the offeror will be bound by any substantive changes made by the amendment to the terms of the solicitation.

If an offeror desires to change an offer that has already been submitted, the change may be made by a signed letter that refers to the solicitation and amendment numbers, and which is received at the place designated and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

- 12 **DELETE: GP-2.11 "PRE-OPENING MODIFICATIONS OR WITHDRAWAL OF BIDS"** in its entirety.
- 12 **DELETE: GP-2.12 "LATE BIDS, LATE WITHDRAWAL, AND LATE MODIFICATION"** in its entirety.
- 12 **DELETE: GP-2.13 "OPENING AND RECORDING OF BIDS"** in its entirety.
- 13 **DELETE: GP-2.14 "MISTAKES IN BIDS"** in its entirety.
- 14 **DELETE: GP-2.15 "MINOR IRREGULARITIES OR INFORMALITIES"** in its entirety.
- 15 **DELETE: GP-2.16 "CANCELLATION OF INVITATIONS FOR BIDS"** in its entirety.
- 15 **DELETE: GP-2.17 "REJECTION OF INDIVIDUAL BIDS OR PROPOSALS"** in its entirety.
- 16 **DELETE: GP-2.18 "REJECTION OF ALL BIDS"** in its entirety.
- 16 **DELETE: GP-2.19 "BID EVALUATION AND AWARD"** in its entirety.
- 17 **DELETE: GP-2.20 "TIE BIDS"** in its entirety.
- 18 **DELETE: GP-2.21 "RESIDENT BUSINESS PREFERENCE"** in its entirety.
- 18 **DELETE: GP-2.22 "MULTIPLE OR ALTERNATE BIDS"** in its entirety.
- 18 **DELETE: GP-2.23 "BID PROTESTS"** in its entirety.

GENERAL PROVISIONS

**GP - SECTION 3
AWARD AND EXECUTION OF CONTRACT**

- 19 **DELETE:** GP-3.01 “AWARD OF CONTRACT” in its entirety.
- 19 **DELETE:** GP-3.02 “RETURN OF PROPOSAL GUARANTY” in its entirety.
- 20 **DELETE:** GP-3.03 “PERFORMANCE BOND AND PAYMENT BOND
REQUIREMENTS” in its entirety.
- 20 **DELETE:** GP-3.04 “EXECUTION OF CONTRACT” in its entirety.
- 21 **DELETE:** GP-3.05 “FAILURE TO EXECUTE CONTRACT” in its entirety.

GENERAL PROVISIONS

GP-SECTION 4 SCOPE OF WORK

25 **GP-4.09 FINAL CLEAN UP**

25 **ADD:** As the first paragraph.

The Contractor shall at all times during the work keep the premises clean and orderly. All waste materials and rubbish shall be promptly removed. All directions from authorized public officials having jurisdiction over health and safety shall be observed.

GP-4.10 WARRANTY OF CONSTRUCTION

26 **DELETE:** The first paragraph in its entirety.

INSERT: The following:

The warranty as defined under paragraphs A(a) through A(g) does apply to this Contract and is hereby specified in this Invitation For Bids. The Contractor's Performance Bond shall remain in full force and effect during the warranty period as defined above.

GENERAL PROVISIONS

GP-SECTION 5 CONTROL OF WORK

GP-5.05 COOPERATION WITH UTILITIES

29 **ADD:** After the last paragraph:

During the Site Investigation as required under GP-2.04, the Bidder shall be cognizant of all utility and appurtenances in their original, temporary, or final locations that may cause interference to his operations or final construction. If probable interference is determined, the Bidder shall immediately notify the County of such interference.

If the Bidder fails to notify the County of possible interference, no damages, additional time, or additional compensation of any kind shall be provided during the term of the contract.

34 **DELETE:** GP-5.14 “FILING OF CLAIM BY CONTRACTOR” in its entirety.

35 **DELETE:** GP-5.15 “DISPUTES” in its entirety.

GENERAL PROVISIONS

GP-SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

GP-7.02 PERMITS AND LICENSES

39 **GP-7.02(a)**

ADD: After the first paragraph.

The Contractor's attention is directed to the provisions and requirements of Section 8-1104(b) of the Natural Resources Article of the Annotated Code of Maryland (1974) and all addenda.

Under this act, it is necessary for the Contractor to obtain permits and/or approvals from the Montgomery County Department of Permitting Services for any off-site work which includes borrow pits, waste areas, and the treatment of these during and after the completion of grading. A copy of the permits and/or approvals shall be furnished to the Engineer prior to the starting of any work in those areas.

In the event of conflict between these requirements and sediment/erosion control laws or regulations of other Federal or State agencies, the more restrictive rules or regulations shall apply.

The Engineer reserves the right to inspect sediment and erosion control measures in off-site borrow pits and waste areas and to report violations of permit requirements to the appropriate agency.

43 **DELETE:** **GP-7.11 "PRESERVATION AND RESTORATION OF PROPERTY"** in its entirety.

INSERT: The following:

GP-7.11 PRESERVATION AND RESTORATION OF PROPERTY

- a. The Contractor shall not enter upon private property for any purpose without obtaining permission and he shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers, fences along

and adjacent to the work, and shall use every precaution necessary to prevent damage or injury thereto. The highway signs and markers shall be carefully removed when grading operations begin, stored in a manner to keep them clean and dry and shall be re-erected at such new locations as may be directed by the Engineer. Any items damaged due to the Contractor's negligence will be replaced at no cost to the County. No separate pay item will be included for this work; costs shall be included in prices bid for other items. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures. The cost of maintaining any underground or overhead structures encountered in the prosecution of this work will not be paid for. Costs for this work shall be included in the prices bid for other items. Normally the maintenance of such underground or overhead structures is cared for by the utility company to whom they belong.

- b. It shall be the Contractor's responsibility to carefully protect from disturbances or damages all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location. Removal, if required will be performed under the direction and supervision of the Engineer. Normally the Engineer will be responsible for resetting all monuments and markers to insure accuracy. However, costs for resetting monuments and markers not witnessed by the Engineer or destroyed by the Contractor's negligence will be deducted from monies due him under terms of this contract.
- c. The Contractor shall be responsible for all damages or injury to property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to his non execution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, neglect or misconduct in the execution of the work or in consequence of the non execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to the condition existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury or otherwise restore such property as may be deemed necessary, the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

- d. Special attention shall be given to the landscape features of the work and special care taken to protect the natural surroundings. The Contractor shall not deface, injure or destroy trees nor remove or cut them without first obtaining a Maryland Forest Service Permit. The roots of trees or shrubbery will not be cut unnecessarily, and the Contractor will be required to handwork or otherwise prevent damage to roots of trees, which extend into grading limits and/or from trees intended to be left in an undamaged state, within the construction limits. No road machinery of any description which might throw off gas or smoke in such volume as to damage vegetation shall be allowed to stand under such trees or shrubbery.
- e. Selected trees, that, in the opinion of the Engineer, may be defaced, bruised, injured or otherwise damaged by the Contractor's construction equipment or operations shall be protected by boards or planks.
- f. Any timber, trees, or landscape features scarred or damaged by the Contractor's operations shall be removed, neatly trimmed up or restored as nearly as possible to the original condition, as required by the Engineer and at the Contractor's expense. All scars made on trees by construction operations or the removal of limbs shall be painted as soon as possible with an approved paint. No ropes, cables or guys are to be fastened to or attached to any existing nearby trees for anchorages, or in lieu of placing of dead men, unless specifically authorized by the Engineer. In a special emergency the Contractor will first wrap the trunk with a sufficient thickness of burlap or rags, over which soft wood cleats shall be tied, before any wire, cable or rope is placed. The Contractor shall in any event be responsible for any damage to any trees so used and shall repair any such damage due to this use of the trees, if any occurs.
- g. The Engineer may direct the Contractor to protect trees against blasting and dumping operations by placing lumber or poles around such trees. These precautions will be at the expense of the Contractor.
- h. Where it is necessary to set or reset the curb along an existing concrete sidewalk and the pavement is disturbed in doing so, it shall in all cases, be restored by the removal of the damaged portions to a straight line parallel to the curb and the pavement replaced. Where necessary in order to obtain a workmanlike finish, the Contractor will be required to take up and replace the pavement to the nearest joint back of the curb. All sidewalk or pavement areas broken or cracked through carelessness or negligence on the part of the Contractor shall be restored by the Contractor at his own expense, to comply with these specifications.

GP-7.12 LAND AIR AND WATER POLLUTION

44 **ADD:** The following:

e. Control of Air Pollution

Air pollution is regulated by the Department of Environmental Protection (DEP) under State and County Law.

All trucks will be covered, consistent with the Maryland Motor Vehicle Laws.

Reasonable precautions, as determined by DEP, must be taken to prevent particulate matter from becoming airborne. This includes, but is not limited to, dust from site preparation, road usage, and materials in handling.

Burning of trash, refuse or construction debris is strictly prohibited.

Permits for open burning of land clearing debris will be issued only if all of the following conditions are met:

DEP is convinced that there is no practical alternative disposal method

The material being burned originated on the site (e.g., no hauling of materials from elsewhere)

Burning can be conducted at least 1500 feet (497 meters), in any direction, from an occupied building or publicly maintained roadway

Burning will take place in an Air curtain destructor approved for design and operation by DEP

If all the above conditions can be met, burning pit applications can be obtained from the Division of Environmental Policy and Compliance, DEP, by calling 240-777-7770.

Take notice that, as a matter of law and policy, County Agencies and their contractors, enjoy no immunity from compliance with applicable laws and regulations. Therefore, violators will be subject to civil citation and other remedies as allowed by law, including Stop Work Orders.

If there are any questions, contact the Division of Environmental Policy and Compliance, DEP, at 240-777-7770.

f. Noise Control

The Montgomery County Council enacted a comprehensive revision to the County Noise Control Ordinance (Chapter 31B, Montgomery County Code), including changes to the provisions concerning noise from construction activities. GENERAL ORDINANCE STANDARDS (Non-construction related)

Maximum allowable sound levels, measured at the nearest receiving property line, are 65dBA (A-weighted decibels) during daytime hours and 55 dBA during nighttime hours, for residential receiving properties (67 dBA daytime and 62dBA nighttime for non-residential receiving property). Mixed Use Zones are considered residential.

“Daytime” means from 7 am to 9 pm weekdays and 9 am and 9 pm weekends and holidays.

“Nighttime” means from 9 pm to 7 am weekdays and 9 pm to 9 am weekends and holidays.

“Receiving Property” means any property where people live or work and where noise is heard.

Construction Exemption and Standards

Construction means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways. Construction Noise levels must be measured on a receiving property, but no closer than 50 feet from the noise source.

From 7 am to 5 pm Weekdays, Construction Noise Levels must not exceed:

75 dBA without a “Noise Suppression Plan”

85 dBA with a “Noise Suppression Plan”

“Noise Suppression Plan” means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonable available for a particular type of construction.

At all times other than 7 am to 5 pm weekdays, the general standards specified must be met.

For example: Assuming a residential or mixed use receiving property, construction levels from 5 pm to 9 pm weekdays and from 9 am to 9 pm on weekdays and holidays must not exceed 65 dBA. From 9 pm to 7 am weekdays and 9 am on weekends and holidays, the standard is 55 dBA, (this is unchanged from the previous ordinance).

Construction activities are also subject to the “Noise Disturbance” provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment or loading or unloading in a residential area or operating construction equipment with audible back-up warning devices during Nighttime Hours.

Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), 7 am to 5 pm	
Without Suppression Plan	75 dBA
With Suppression Plan	85 dBA
Weekdays (Monday - Friday)	
5 pm to 9 pm	65 dBA
Weekdays (Monday - Friday)	
9 pm to 7 am	55 dBA
Saturday, Sunday, Holidays	
9 am to 9 pm	55 dBA
9 pm to 9 am	55 dBA

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 am to 5 pm weekdays, when the higher construction exemption prevails.

While a Noise disturbance, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during Nighttime hours. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conduction operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two people speaking in “normal” tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background would have to be 55 dBA or less.

Most equipment manufacturers will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. Contact the Office of Environmental Policy and Compliance at 240-777-7770.

45 **DELETE:** GP-7.14 “LIABILITY INSURANCE” in its entirety.

Refer to **MANDATORY INSURANCE REQUIREMENTS**

GP-7.17 CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

47 **ADD:** The following after the second paragraph.

All expenses incurred by the Contractor as a result of working around and protecting utilities, as well as cooperating with the owners of same will be included in the Contract unit prices for other items.

- 50 **DELETE:** **GP-7.22 ‘NONHIRING OF EMPLOYEES’** in its entirety.
- 50 **DELETE:** **GP-7.23 ‘CHOICE OF LAW’** in its entirety.
- 51 **DELETE:** **GP-7.25 “MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS”** in its entirety.
- 51 **DELETE:** **GP-7.26 “COST AND PRICE CERTIFICATION”** in its entirety.
- 52 **DELETE:** **GP-7.29 “MINORITY BUSINESS ENTERPRISE AND AFFIRMATIVE ACTION”** Paragraphs (a) and (b) in their entirety.
- 53 **DELETE:** **GP-7.30 ‘PREVAILING WAGE CONTRACTS FOR PUBLIC WORKS’** in its entirety.
- INSERT:** The following. See Contract Provision Montgomery County Prevailing Wage Policy.
- 54 **DELETE:** **GP-7.32 “FINANCIAL DISCLOSURE”** in its entirety.
- 54 **DELETE:** **GP-7.33 “POLITICAL CONTRIBUTION DISCLOSURE”** in its entirety.
- 55 **DELETE:** **GP-7.34 “CONFLICT OF INTEREST LAW”** in its entirety.
- 55 **DELETE:** **GP-7.35 “PRE-EXISTING REGULATIONS”** in its entirety.

GENERAL PROVISIONS

GP-SECTION 8 PROSECUTION AND PROGRESS

56 **DELETE:** GP-8.01 “SUBCONTRACTING” in its entirety.

INSERT: The following.

GP-8.01 SUBCONTRACTING

The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall perform at least fifty (50) percent of the actual construction work with its own forces. “Its own forces” is defined as actual employees of the Contractor (not subcontractors or contract workers). Verification interviews may be conducted and/or certified payrolls may be required. “Fifty (50) percent of the actual construction work” is defined as one half of the total Contract Price excluding the cost of prefabricated items that become a permanent part of the construction. This requirement does not alter or waive any other provision or clause of this contract.

No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the Owner. Any assignment, subcontract or other disposition of all or part of this Contract without the express written consent of the Owner shall be null and void. The Contractor shall submit all Subcontractor names and qualifications for approval by the Owner prior to award of any subcontracts. Subcontractors may not initiate any work on the project prior to approval by the Owner. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or surety of any responsibility for the fulfilling of all the requirements of the Contract.

The Contractor shall incorporate by reference or otherwise include these General Provisions in every subcontract issued pursuant to or under this Contract, and shall require the same reference or inclusion be contained in every subcontract entered into by and of its subcontractors.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

GP-8.07 SUSPENSION OF WORK

59 **ADD:** To the end of the Section:

Work of an emergency nature ordered by the Engineer for the convenience of the traveling public or for the production or delivery of materials for storage, if performed during the period of suspension, shall not be charged to the Contract time.

“Unreasonable period of time” shall be defined as any suspensions, delays, or interruptions communicated in writing to the Contractor by the Engineer **greater than** ten percent (10%) of the Contract term that fall completely within any continuous six (6) month period during the term of the Contract.

60 **DELETE:** **GP-8.08 “TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS”** in its entirety.

62 **DELETE:** **GP-8.10 “TERMINATION FOR CONVENIENCE OF THE STATE”** in its entirety.

MCDOT SPECIAL PROVISIONS

TERMS AND CONDITIONS
AND
SPECIAL PROVISIONS
FOR
MONTGOMERY COUNTY PROJECTS

MCDOT SPECIAL PROVISIONS

PROJECT DESCRIPTION

The project is located in the north and east areas of Montgomery County, Maryland and is for the cleaning and painting of portions of nine (9) existing bridges.

Under the Montgomery County Bridge Number System the bridges to be cleaned and painted include the following:

Bridge No.	Roadway Name/Crossing (Approx. Google Coordinates)	Bridge Type	Span Length (ft)	Recoating Work	Site Specific TCP
M-0001	West Old Baltimore Road Over Little Seneca Creek (39.21467, -77.27062)	Steel beams w/corrugated metal deck	57	Total removal & complete paint	No
M-0008	Barnes Road Over Bennett Creek (39.30574, -77.25609)	Steel beams w/corrugated metal deck	34	Total removal & complete paint	No
M-0050	Southlawn Lane Over Rock Creek (39.10609, -77.12522)	Steel beams w/corrugated metal deck	30	Total removal & complete paint	Yes
M-0069	Bowie Mill Road Over Rock Creek N. Branch (39.15073, -77.10352)	Steel beams w/corrugated metal deck	39	Total removal & complete paint	Yes
M-0108	Brighton Dam Road Over Hawlings River (39.19328, -77.04113)	Steel beams w/corrugated metal deck	28	Total removal & complete paint	Yes
M-0119B	Gregg Road Over Hawlings River Tributary (39.19939, -77.06757)	Steel beams w/corrugated metal deck	18	Total removal & complete paint	No
M-0141	Huntmaster Road Over Goshen Branch (39.2093, -77.18332)	Steel beams w/corrugated metal deck	59	Total removal & complete paint	No
P-10	Pretoria Drive Over Little Paint Branch (39.060462, -76.948417)	Steel beams w/corrugated metal deck	17	Clean and Overcoat	No
P-37	Montgomery Village Avenue Over Lake Whetstone (39.16864, -77.20402)	Steel beams w / timber deck	42.5	Clean and Overcoat	Yes

See Appendix A for the location map of each bridge.

See Appendix B for the sketches of each bridge.

See Appendix C for the Paint Sample Laboratory Reports.

For Bridge No. M-0001, M-0008, M-0050, M-0069, M-0119B, M-0141, P-10 and P-37, paint sampling and testing results for heavy metal and/or lead were above the reporting limit. Both State and Federal EPA regulations for worker protection must be taken into consideration when working on these bridges. The Contractor must comply with the Resource Conservation and Recovery Act (RCRA – 40 CFR 261 – 265) and the Occupational Safety and Health Act (OSHA – 29 CFR 1910 – 1926) regulations for employee training, and for the handling, storage, labeling, recordkeeping, reporting, and disposal of all hazardous waste generated during paint removal on these bridges. The Contractor is required to submit containment shop drawings to Engineer for review and approval prior to start of cleaning and painting operations. The overhead containment protection system shall

MCDOT SPECIAL PROVISIONS

be designed in accordance with section 436 of the Specifications.

For Bridge No. M-0108, its testing results for heavy metal and lead were below the reporting limit. It is the responsibility of the Contractor to perform any additional testing needed to ensure worker protection and conformance of all Federal, OSHA, and State Environmental Regulations.

The work to be done under this contract will consist of, but not be limited to the following:

1. Maintenance of Traffic while work is being conducted on the bridge. This includes Highway and Pedestrian Traffic as described in the Special Provisions.
2. Perform surface preparation on the surfaces of the structure to be painted as defined in the Special Provisions.
3. Contain, capture, maintain, store and dispose of paint debris as required by current federal, state, and county regulations. File all the necessary permits and reports as required by the regulations.
4. Paint prepared surfaces with the paint system as specified in the Special Provisions in a color that matches the existing color of the structure, as described in the Special Provisions.
5. Repair structural deterioration by replacing structural steel member, bearing anchor bolt and field structural welding.

MCDOT SPECIAL PROVISIONS

SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July, 2008, and revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bid.

The following also form a part of these specifications to the extent required by the reference thereto and are included in this Invitation for Bid:

1. Maryland State Highway Administration Book of Standards for Highway and Incidental Structures, most current version at the time of construction.
2. "2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control".
3. The U.S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices for Streets and Highways, 2011", including all addenda, additions, and revisions thereto.
4. "AASHTO Standard Specifications for Highway Bridges" dated 2002 for design including all interim specifications through 2013.
5. "SSPC Painting Manual" Volume 1 (Fourth Edition) & Volume 2 (2012 Edition), including all addenda, additions, and revisions thereto.

All references to the Maryland State Highway Administration (SHA) and the Bridge Inspection and Remedial Engineering Division (BIRED) shall mean the County.

MCDOT SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONSTRUCTION SCHEDULE LIMITATIONS.

For construction schedule limitations see **the Temporary Traffic Control Plans** and **SECTION 104 – Maintenance of Traffic** for work hours and lane closure restrictions. The Contractor shall take appropriate precautions to ensure all are protected from the work. Refer to GP-Section 7.

RIGHT OF WAY STATUS.

No right-of-way is required for this project. All work will be performed within County's right-of-way.

The Contractor will be responsible for identifying appropriate staging and storage areas for the project.

Any additional right-of-way and/or easements required by the Contractor for operations, equipment, storage, of materials, etc., will be responsibility of the Contractor.

LEAD.

The Contractor is alerted to the fact that the existing paint on Bridge No. M-0001, M-0008, M-0050, M-0069, M-0119B, M-0141, P-10 and P-37 contains heavy metal and/or lead above the reporting limit.

The Certification of Insurance or endorsement shall affirmatively state that claims arising from cleaning, including heavy metal and lead based paint removal and painting operations, are covered.

GENERAL ALLOWANCES

Line Item 4014: General Allowance (LS)

DESCRIPTION: This Section provides administrative and procedural requirements for a General Allowance (in the amount of **\$40,000.00**) for additional work within the general scope of the Work.

An Allowance is a monetary contingency amount established in the Contract Documents and included in the Contract Sum to compensate the Contractor for its performance of additional Unit Price Work or the Work approved by the County with reasonable and fair cost estimate, if any, consistent with the Contract Documents, upon written direction from the Contract Administrator.

EXECUTION: Additional work, utilizing the General Allowance, must be approved in writing by the Contract Administrator prior to the performance of any additional work.

The General Allowance shall be adjusted (reduced) based on the increase of line item quantities, above the Task Order quantity, multiplied by pre-determined Unit Prices in the Contract.

The Contractor, upon its discovery of an overrun in the quantities of any line item(s) in the Contract must notify the Contract Administrator of its discovery and must, upon request, provide all supporting documentation justifying the overrun. The work covered by an Allowance must be purchased on the basis of the Unit Price(s) specified in the Contract Documents or with reasonable and fair cost estimate approved by the County. Upon the County's verification and approval of the overrun and overrun amount, the County will direct the Contractor, in writing, to reduce the Allowance by the amount of the overrun. **All invoices submitted after such written direction must indicate the reduction in the Allowance and the change (increase) in referenced line item quantities.**

The Contractor must submit all invoices and/or delivery slips to justify actual quantities of line item work.

All time required for the performance of work covered by the General Allowance is conclusively presumed to be included in the Contract Time. For other Change Work, the Contractor must demonstrate a Delay and request an extension of time in writing in accordance with the Contract.

At the end of the Contract, the Contract Sum must be reduced by an appropriate Contract Modification to reflect the deletion of any remaining value in the Allowance.

Use any contingency allowance only as directed in writing by the Contract Administrator.

MCDOT SPECIAL PROVISIONS

EMPLOYMENT AGENCY

The Maryland Department of Human Resources is located at:

Maryland State Employment Office
Wheaton Plaza Shopping Center
South Office Building, Lower Level, Suite 63
Wheaton, Maryland 20902

REQUIRED PERMITS

The following permits are required for this project and must be obtained by Montgomery County (the Owner) prior to the commencement of work on any portion of the project regulated by one or more of the permits below:

- Maryland Department of the Environment, Water Management Administration, Authorization No.201860057/18-NT-3017, Expiration Date: Feb. 16,2023
- Frederick County Right of way permit # 13288; Issued on: 02-27-2018; Expiration Date: 02-27-2019

PERMIT STREAM RESTRICTIONS

No instream construction is to occur under MDE Authorization.

MCDOT SPECIAL PROVISIONS

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TERMS AND CONDITIONS

**T C SECTION 1
REFERENCES AND DEFINITIONS**

TC-1.03 DEFINITIONS

84 **DELETE:**

Holidays - In the State of Maryland, If a legal holiday falls on a Saturday, the Friday immediately preceding shall be deemed and treated as a holiday.

INSERT:

Holidays - In Montgomery County, holidays occur on:

January 1	- New Year's Day
3 rd Monday in January	- Martin Luther King's Birthday
3 rd Monday in February	- President's Day
4 th Monday in May	- Memorial Day
July 4	- Independence Day
1 st Monday in September	- Labor Day
November 11	- Veteran's Day
4 th Thursday in November	- Thanksgiving Day
December 25	- Christmas Day

If a legal holiday falls on a Sunday, the following Monday shall be deemed and treated as a holiday.

If a legal holiday falls on a Saturday, the Friday immediately proceeding shall be deemed and treated as a holiday.

Washington Suburban Sanitary Commission – The WSSC observes these Holidays as well as some additional holidays, for more information refer WSSC website www.wsscwater.com

MCDOT SPECIAL PROVISIONS

84 **DELETE:**
Laboratory - The testing laboratory of the State Highway Administration (or other Administrations) or any other testing laboratory designated by the procurement officer.

INSERT:
Laboratory - The Montgomery County Materials Control Center or any other testing laboratory designated by the Montgomery County Materials Control Center.

87 **ADD:** After “Working Drawings”

Subgrade Soil Requirements - The top 12 inches of subgrade in cuts and fills shall comply with the following requirements:

- (1) The Liquid Limit shall not exceed 40.
- (2) The Plastic Limit shall not exceed 12.
- (3) The maximum dry weight shall not be less than 105 pounds per cubic foot as determined by A.A.S.H.T.O. Designation listed below:

Construction Material Location (Top 12")	A.A.S.H.T.O. Requirements Designation - Method	Compaction Requirements (Minimum)
Roadway - Soil	T99 - C	100%
Roadway - Aggregate	T180 - D	95%
Shoulders - Soil	T99 - C	95%
Shoulders - Aggregate	T180 - D	92%
Sidewalk - Soil	T99 - C	95%
Sidewalk - Aggregate	T180 - D	92%

MCDOT SPECIAL PROVISIONS

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TERMS AND CONDITIONS

**TC SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

- 88 **DELETE:** TC-2.02 “PREPARATION OF BID” in its entirety.
- 92 **DELETE:** TC-2.06 “PARTNERING” in its entirety.

MCDOT SPECIAL PROVISIONS

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TERMS AND CONDITIONS

**TC SECTION 3
SCOPE OF WORK**

TC 3.05 CONTINGENT ITEMS

95 **ADD:** The following:

TC SECTION 3.05 CONTINGENT ITEMS

Construction items for which quantities are identified in the “Schedule of Prices” pages of the Invitation for Bids as Contingent are established for the purpose of obtaining bids on one or more pay items that may be incorporated into the project.

The Engineer will have sole discretion in determining whether and to what extent these items will be incorporated into the project. The Engineer may order these items to be used at any location within the project and anytime during the work. In most cases contingent items will not be shown on the Plans. The estimated quantities specified in the Invitation for Bids for these items are present solely for the purpose of obtaining a representative bid price. The total of actual quantities required for the construction may only be a fraction of or many times the estimated quantity. The Requirements of GP-4.04 (Variations in Estimated Quantities) will **NOT** apply and TC-7.08 (Eliminated Items) shall apply.

95 **ADD:** The following:

TC - 3.06 WARRANTY OF CONSTRUCTION

The warranty as defined under paragraphs “(a)” through “(g)” in GP-4.10 does apply to this Contract and is hereby specified in this Invitation For Bids. The Contractor’s Performance Bond shall remain in full force and effect during the warranty period as defined above.

MCDOT SPECIAL PROVISIONS

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TERMS AND CONDITIONS

**TC SECTION 4
CONTROL OF WORK**

TC-4.01 WORKING DRAWINGS

(a) General.

95 **ADD:** After the last paragraph

SHOP PLANS AND WORKING DRAWINGS

All shop plans and working drawings for the project shall be sent to the Engineer:

Brian Copley, P.E
Montgomery County Department of Transportation
Division of Transportation Engineering - Design Section
100 Edison Park Drive, Fourth Floor
Gaithersburg, Maryland 20878

To expedite the checking and distribution of working drawings, fabricators or suppliers may send prints directly to the above address with copies of all correspondence to the Contractor, Engineer and MCDOT Construction Section. If the Contractor requests that all plans be routed through his office then the establishment of such a procedure should be the first order of work so as to avoid possible misunderstandings as to the processing. Contractor shall be aware that this plan of action will delay the turn around time and will not therefore be a reason for delay claims.

The Contractor, Fabricator, or Supplier shall furnish to the above address, three (3) prints each of all working drawings, etc., for primary review.

Once primary review is complete, the Contractor, Fabricator, or Supplier shall furnish to the above address ten (10) additional prints for stamping and forwarding to the MCDOT for distribution.

All shop plans and working drawings for the project will not be considered approved until they bear the approval stamps of the County or their Consultant Engineering firm.

The Contractor shall be required to submit erection procedures no less than 10 days prior to the scheduled date of erection of the Structural Steel Plate Culvert.

99 **DELETE:** TC-4.05 “DISPUTE MEDIATION” in its entirety.

MSHA SPECIAL PROVISIONS

1 of 1

TERMS AND CONDITIONS

**TC SECTION 4
CONTROL OF WORK**

TC-4.02 FAILURE TO ADEQUATELY MAINTAIN PROJECT.

98 **ADD:** To the second paragraph.

Additionally, an appropriate deduction will be made from the Contractor's next progress estimate for each day or portion thereof that Maintenance of Traffic deficiencies exist, and will continue until the deficiencies are satisfactorily corrected and accepted by the Engineer. Any portion of a day will be assessed a full day deduction. The deduction will be equal to a prorata share of the lump sum price bid for Maintenance of Traffic or an amount prorated from the Engineer's estimate, whichever is more. The amount prorated will be the per diem amount established by using the working days (based upon calendar dates when required) divided into the total value of the bid item or the Engineer's estimate of that item, whichever is more.

The above noted deduction will be assessed on the next progress estimate if:

The Contractor does not take action to correct the deficiencies and properly assume the responsibilities of maintaining the project (as determined by the Engineer) within four hours of receiving a notice to comply with the required maintenance provisions.

The deduction will be equal to the daily prorated share of the lump sum price bid for Maintenance of Traffic, for each day or portion thereof that the deficiencies exist, and will continue until the deficiencies and proper assumption of the required maintenance provisions are satisfactorily corrected and accepted by the Engineer. The amount of monies deducted will be a permanent deduction and are not recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

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TERMS AND CONDITIONS

**TC SECTION 5
LEGAL RELATIONS AND PROGRESS**

100 **DELETE:** TC -5.01 “INSURANCE” in its entirety.

See “MANDATORY INSURANCE REQUIREMENTS” for this contract.

TC -5.03 “SUBCONTRACTING AND SUBCONTRACTORS”

102 **DELETE:** **Subcontractors Prompt Payment** section in its entirety.



SPECIAL PROVISIONS INSERT

TC 6.10 — RECYCLED OR REHANDLED MATERIAL

1 of 1

TERMS AND CONDITIONS

**TC SECTION 6
RESTRICTIONS AND PERMITS**

112 **DELETE:** TC 6.10 – RECYCLED OR REHANDLED MATERIAL in its entirety.

INSERT: The following.

TC 6.10 – RECYCLED OR REHANDLED MATERIAL.

Refer to 900.03 in the Contract Documents.

TERMS AND CONDITIONS

TC SECTION 6 RESTRICTIONS AND PERMITS

115 **DELETE:** TC-6.14 STORING MATERIALS AND EQUIPMENT ON/AGAINST STRUCTURES RESTRICTIONS in its entirety.

INSERT: The following.

TC-6.14 RESTRICTIONS FOR PLACING AND USING EQUIPMENT ON STRUCTURES, OR STORING MATERIALS ON/OR AGAINST STRUCTURES

Materials, and waste shall not be stored on or against any structure or structure element and equipment shall not be placed or used on any structure during the construction phase or finished or final configuration unless the written permission is obtained from the Administration's District Office and the Office of Structures for each type of material or equipment to be stored.

Loads, vehicle or other weight (materials etc.) that exceeds the bridge posted weight limit, if posted, or exceeds Maryland's legal vehicle loads on bridges, (with no posted bridge weight limits), are prohibited on the structure at any time, except as modified by the following. If the Contractor's intended operations will impose loads on the structure that exceed the weights listed above, the Contractor shall submit to the Engineer the type of material, its weight, the area that will be affected by the load, and its location on the structure. No stock pile of material regardless of unit weight shall be more than 4 ft high. If equipment is to be used, submit the maximum gross weight, axle spacing, load per axle, and proposed location on the structure. The maximum gross weight must include the vehicle weights in the most critical load position, i.e. front axle on crane with boom extended and element hanging. A special Hauling Permit is a requirement anytime equipment is moved over a structure that is over legal weight limit.

If any load requires evaluation, then a professional engineer registered in the State of Maryland and experienced in bridge design shall perform a load analysis to ensure that the load on the structure will not create an overstress condition on any bridge element. This analysis also includes effects of legal loads crossing the structure, if applicable. Analyses shall be submitted for review and loading cannot be imposed until written approval is received. Such submission does not guarantee acceptance by the Office of Structures, which reserves the sole right to accept or reject the proposed loading.

For structures under construction or rehabilitation, the Contractor shall also submit information pertaining to the phase of construction, such as which members have been modified or separated from the remainder of the structure, or have been newly constructed.

Any materials or equipment that would have a detrimental affect to the structure such as aluminum products placed against concrete surfaces shall be adequately protected to prohibit them from coming in contact with each other. Any discoloration or damage to the structure as a result of material or equipment being stored on/against the structure shall be removed or repaired.

MCDOT SPECIAL PROVISIONS

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TERMS AND CONDITIONS

**TC SECTION 7
PAYMENT**

TC-7.04 SCOPE OF PAYMENT

126 **DELETE:** The sixth, seventh, and eighth paragraphs of the Section, respectively.

TC-7.05 PROGRESS PAYMENTS

127 **(a) Current Estimate (Subheading)**
(2) Monthly Estimates.

DELETE: The first sentence “Each month the AdministrationVariable Retainage.”

INSERT: The following:

Each month the County will pay the Contractor for the Contract value of the work satisfactorily performed during the preceding calendar month, including authorized additions less retainage specified in (3) Retainage.

Current Estimate

127 **DELETE:** **(2) Variable Retainage** in its entirety.

INSERT: The following:

(3) Retainage, Each Monthly Estimate will be subject to a retainage of 5% of the actual work completed during each month of the project.

128 **DELETE:** **(4) Escrow Accounts for Retained Funds** in its entirety

MCDOT SPECIAL PROVISIONS INSERT
104 — MAINTENANCE OF TRAFFIC

1 of 1

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.00 General

147 **ADD:** After the first paragraph.

Access to homes and businesses shall not be blocked without prior coordination with the property owner. The access shall be maintained as close as possible in width to the existing.

CATEGORY 100

SECTION 104 — MAINTENANCE OF TRAFFIC

104.01 TRAFFIC CONTROL PLAN (TCP).

104.01.01 DESCRIPTION.

- 3 **ADD:** The following after the fourth paragraph, “Refer to the Contract Documents for Work Restrictions.”

Work Restrictions. The Engineer reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents. Any request from the Contractor to modify the work restrictions shall require written approval from the Engineer at least 72 hours prior to implementing the change. The Contractor shall submit a copy of the original work restrictions with the written request.

Work is not permitted on Saturdays or Sundays.

Work is not permitted on the holidays, or work day preceding and following holidays indicated below with an “X”:

- New Year's Day, January 1
- Martin Luther King's Birthday, the third Monday in January
- President's Day, the third Monday in February
- Good Friday
- Easter Weekend
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veteran's Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

- 4 **ADD:** The following after the last paragraph, “Any monetary savings...and the Administration.”

When closing or opening a lane on freeways, expressways, and roadways with posted speed \geq 55 mph, a work vehicle shall be closely followed by a protection vehicle (PV) during installation and removal of temporary traffic control devices. The PV shall consist of a work vehicle with approved flashing lights, a truck-mounted attenuator (TMA) with support structure designed for attaching the system to the work vehicle, and arrow panel

TEMPORARY LANE OR SHOULDER CLOSURE SCHEDULE			
ROADWAY	# LANE(S) / SHOULDER CAN BE CLOSED	DAY OF THE WEEK	CLOSURE PERIOD (TIME OF DAY)
West Old Baltimore Road over Little Seneca Creek (Bridge No. M-0001)	1/0	Mon-Fri	7:00 AM – 7:00 PM
Barnes Road over Bennett Creek (Bridge No. M-0008)	ROAD CLOSURE	Mon-Sun	24 Hours
Southlawn Lane over Rock Creek (Bridge No. M-0050)	1/0	Mon-Fri	7:00 AM – 7:00 PM
Bowie Mill Road over Rock Creek N. Branch (Bridge No. M-0069)	1/0	Mon-Fri	7:00 AM – 7:00 PM
Brighton Dam Road over Hawlings River (Bridge No. M-0108)	1/0	Mon-Fri	7:00 AM – 7:00 PM
Gregg Road over Hawlings River Tributary (Bridge No. M-0119B)	ROAD CLOSURE	Mon-Sun	24 Hours
Huntmaster Road over Goshen Branch (Bridge No. M-0141)	1/0	Mon-Fri	7:00 AM – 7:00 PM
Pretoria Drive over Little Paint Branch (Bridge No. P-10)	1/0	Mon-Fri	7:00 AM – 7:00 PM
Montgomery Village Avenue over Lake Whetstone (Bridge No. P-37)	1/0	Mon-Fri	9:00 AM – 3:00 PM

(arrow mode for multilane roadways and caution mode on two-lane, two-way roadways) The work vehicle size and method of attachment shall be as specified in the TMA manufacturer's specification as tested under NCHRP Test Level 3.

When a temporary lane or shoulder closure is in effect, work shall begin within one hour after the lane is closed. Any delay greater than one hour with no work in progress shall require the Contractor to remove the lane closure at no additional cost to the Administration. The Contractor's Traffic Manager shall attend Pre-Construction and Pre-Paving Meetings and shall

discuss traffic control and the Traffic Control Plan including procedures to be implemented for lane closures.

All closures shall be in conformance with the approved TCP and under the direction of the Contractor's Traffic Manager and the Engineer.

Workers and equipment, including temporary traffic control devices needed for setting up a lane closure or restriction, are prohibited in the lane or shoulder to be closed or restricted before the time permitted in the Contract work restrictions unless otherwise noted below or as approved by the Engineer.

Temporary traffic control devices to be used for lane/shoulder closure may be placed on the shoulder of the roadway by workers no earlier than 30 minutes prior to actual time lane/shoulder closure or restriction is permitted. Temporary traffic signs may be displayed to traffic at this time.

Workers shall not enter a lane open to traffic. Workers may be present on shoulders to prepare for lane closure setup no earlier than 30 minutes prior to actual time lane/ shoulder closure or restriction is permitted.

All temporary lane or shoulder closures shall be restored at the end of the closure period and no travel lane shall be reduced to less than 10 ft. Prior to opening the closed lane or shoulder, the Contractor shall clear the lane or shoulder of all material, equipment, and debris.

Failure to restore full traffic capacity within the time specified will result in a deduction being assessed on the next progress estimate in conformance with the following. This is in addition to the requirements specified in TC-4.02.

ELAPSED TIME, MINUTES	DEDUCTION
1 - 5	\$ <u>50.00</u>
Over 5	\$ <u>50.00</u> per Minute (In addition to the Original 5 minutes)

The following products or approved equal will be accepted.

Traffic Control Materials, Qualified & Temporary
Water Filled Barrier

List of Qualified Producers/Manufacturers

Product

Producer

GUARDIAN 350 P6000142-350 Armorcast Products Co.

GUARDIAN: 11' Yodock Wall Co. Inc.

MB350 HIGHWAY BARRIER Off the Wall Products

TRITON BARRIER Energy Absorption Systems, Inc.

TRITON END TERMINAL Energy Absorption Systems, Inc.

TRITON: 19' Yodock Wall Co. Inc.

TRITON: 20' Yodock Wall Co. Inc.

TRITON: 21' Yodock Wall Co. Inc.

TRITON: 22' Yodock Wall Co. Inc.

YODOCK 2001 Yodock Wall Co. Inc.

YODOCK 2001-M Yodock Wall Co. Inc.

YODOCK: 14' Yodock Wall Co. Inc.

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.07 ARROW PANEL (AP).

104.07.01 DESCRIPTION.

159 **DELETE:** The second and third paragraphs “Furnish APs that are.....units unless otherwise specified” and “APs shall have bothdimmer device is operational.

104.07.03 CONSTRUCTION.

160 **ADD:** The following after the first paragraph.

Furnish APs that are self-contained, vehicle-mounted or portable, and approved. Use self-contained trailer units unless otherwise specified.

Provide APs that have both manual and automatic dimmer devices capable of reducing the light intensity by 50 percent. Periodically clean the photocells in order to prevent malfunctioning of the brightness control. Dimmer devices are mandatory during night operation. The devices shall include a fail-safe system that ensures maximum brightness during daytime operations and a reduction in brightness of up to 50 percent during periods of darkness, regardless of which dimmer device is operational.

The AP’s shall provide full illumination within at least a 24-degree cone perpendicular to the panel face.

Power Supply. The AP shall operate from a solar powered electrical system and consist of battery power and solar array panels, and be capable of providing power supply to the AP for 21 consecutive days without auxiliary charge.

ADD: The following after the Arrow Panel Lamp Options table.

Arrow Board Type	Minimum Size	Minimum Legibility Distance	Minimum Number of Elements
A	48x24 in.	½ mile	12
B	60x30 in.	¾ mile	13
C	96x48 in.	1 mile	15
D	None*	½ mile	12

* Length of arrow equals 48 in. width of arrowhead equals 24 in.



SPECIAL PROVISIONS INSERT

IFB No.1087066
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Bridge Preservation County Wide IX

104 — MAINTENANCE OF TRAFFIC

2 of 2

DELETE: (b) “Aim the AP at approaching.....that the display is level”.

INSERT: (b) “Aim the AP at approaching traffic in conformance with the minimum legibility distances specified above. Ensure that the display is level”.



SPECIAL PROVISIONS INSERT

IFB No.1087066
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Bridge Preservation County Wide IX

104 — TEMPORARY PAVEMENT MARKINGS

1 of 3

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

166 **DELETE:** Section 104.11 - TEMPORARY PAVEMENT MARKINGS in its entirety.

INSERT: The following.

104.11 TEMPORARY PAVEMENT MARKINGS.

104.11.01 DESCRIPTION. Furnish, install, and remove temporary pavement markings as specified or as directed by the Engineer. Markings include lines, letters, numbers, arrows, and symbols.

104.11.02 MATERIALS.

Pavement Marking Paint	951.01
Black Out Tape	951.02
Removable Pavement Markings	951.08

104.11.03 CONSTRUCTION.

104.11.03.01 Quality Assurance/Quality Control. Refer to 504.03. Employ certified technicians to perform quality control testing. The Engineer will perform quality assurance checks by completing the Nighttime Visibility Evaluations per MSMT 729.

104.11.03.02 Warranty Period. Maintain and correct any defects in the pavement markings for a period of 180 days from the date of application for tape, thermoplastic or epoxy, and 60 days for paint. Replace defective pavement markings within this warranty period as necessary and as directed at no additional cost to the Administration. When paint is used as a temporary marking for a lane shift/closure that is to be greater than 60 days in length, it shall be reapplied every 60 days.

104.11.03.03 Application and Removal. Apply pavement markings per the manufacturer’s recommendations and as specified. Apply markings in the same direction as the flow of traffic. Apply the markings to the locations specified or as directed.

Pavement markings may be applied to either new or existing paved surfaces. Apply markings to newly paved surfaces before traffic is allowed on the pavement.

For milling and paving operations, non tape markings may be used for temporary markings between lifts and temporary raised pavement markings (RPM)s are not required. Use removable tape for temporary markings applied to the final surface.

When temperatures are too low to allow the placement of removable tape on the final surface, request a written exception for the use of other type of markings in lieu of removable tape.

Completely remove all non-applicable pavement markings within the travel way and adjacent to the travel way for lane shifts as necessary and as directed.

Surface Condition. Ensure the pavement surface is clean, dry, and free of all contaminants prior to applying any pavement markings. Remove all residual, loose or poorly applied pavement markings as necessary and as directed.

Pavement Marking Removal. Completely remove all removable pavement markings prior to applying permanent markings. Remove any objectionable adhesive residue on stage construction or final surfaces of portland cement concrete pavements by water blasting or other methods as approved. Do not use open flame to remove any pavement markings or adhesive residue. Remove all pavement markings in a manner that ensures there is no damage to the existing or final surface.

Black out Tape. Black out tape may be used for masking existing markings in accordance with MdMUTCD. Use to mask existing marking for temporary shift conditions of less than 14 days and where the traffic will return to the original alignment and markings. For shifts longer than 14 days, remove the existing marking by hydro blasting and replace with new permanent /final markings when original alignment returns.

Retroreflectance. The initial retroreflectance readings for temporary pavement markings shall be a minimum of 250 and 150 millicandellas/lux/square meter for white and yellow markings, respectively. The pavement markings will be monitored per MSMT 729 during the Warranty Period.

104.11.04 MEASUREMENT AND PAYMENT. Payment for Removable Pavement Markings, Removal of Removable Pavement Markings, Pavement Marking Paint, and the Removal of Existing Pavement Markings will be measured and paid for using one or more of the items listed below and as specified.

Payment will be full compensation for furnishing, placing, complete removal of lines, letters, numbers, arrows, symbols, and the removal of all residue. Payment will also cover maintenance and replacement of the markings during the 180 day period, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Removal and replacement of temporary pavement markings required beyond the 180 day period will be measured and paid for at the Contract unit price for the pertinent temporary pavement marking item.

104 — TEMPORARY PAVEMENT MARKINGS

3 of 3

Temporary markings replaced during the 180 day period as a result of plowing will be paid for at the Contract unit price for the pertinent temporary marking item, as determined.

- (a) Pavement Marking Paint-in width specified-per linear foot.
- (b) Removable Pavement Line Markings-in width specified-per linear foot.
- (c) Removable Letters, Symbols, Arrows, and Numbers per square foot.
- (d) Removal of Removable Pavement Marking Lines-any width-per linear foot.
- (e) Removal of Removable Letters, Symbols, Arrows and Numbers per each.
- (f) Removal of Existing Pavement Line Markings-any width per linear foot.
- (g) Removal of Existing Letters, Symbols, Arrows, and Numbers per square foot.
- (h) Blackout Tape Lines-in width specified-per linear foot.
- (i) Removal of Blackout Tape Lines-any width-per linear foot.



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CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.12 DRUMS FOR MAINTENANCE OF TRAFFIC.

104.12.02 MATERIALS.

169 **ADD:** The following to the end of the first paragraph.

Drums may include recycled plastic content. The drum base may contain up to 100 percent recycled content.

104.12.03 CONSTRUCTION.

ADD: The following to the end of the third paragraph.

Damaged drums shall be recycled to the extent possible. The disposition of the damaged drums shall be provided prior to payment for any replacement drums.

104.12.04 MEASUREMENT AND PAYMENT.

ADD: The following to the end of the second paragraph.

A disposition as specified in 104.12.03 is required prior to payment.



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CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.14 CONES FOR MAINTENANCE OF TRAFFIC.

104.14.02 MATERIALS.

171 **DELETE:** First paragraph on this page “Cones shall be...an upright position”.

INSERT: The following.

All cones shall meet MdMUTCD and be new or like new condition. All cones shall be orange in color. Cones shall be at least 28 in. high, 10 in. diameter at the inside of the base, and reflectorized with two white retroreflective stripes. The top stripe shall be 6 in. wide and located 3 to 4 in. from the top of the cone. The second stripe shall be 4 in. wide and located 2 in. below the top band.

Tall-Weighted Cones. When specified, tall-weighted cones shall be at least 42 in. high and 7 in. diameter at the inside of the base. Tall-weighted cones shall be manufactured of low density polyethylene (LDPE) and have four high performance wide angle white and orange retroreflective stripes. The stripes shall be horizontal, circumferential and 6 in. wide. Alternate stripe colors with the top stripe being orange. Any nonretroreflective spaces between the orange and white stripes shall not exceed 1/2 in.

104.14.03 CONSTRUCTION.

ADD: The following after the first paragraph “The Contractor’s name...away from traffic”.

Equip all cones with approved weights or anchor collars, (15 lb maximum) as needed to maintain an upright position. Anchor collars shall fit to the base of the cone. For tall-weighted cones use anchor collars weighing 10 to 30 lb.



SPECIAL PROVISIONS INSERT

IFB No.1087066
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Bridge Preservation County Wide IX

104.23 — PROTECTION VEHICLE

1 of 1

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.23 PROTECTION VEHICLE.

104.23.01 DESCRIPTION.

182 **DELETE:** Fourth paragraph, “The rear facingStandard No. MD 104.01-18”.

INSERT: The following.

The rear facing surface of the TMA/TTMA shall have an inverted "V" chevron pattern formed by alternating 4 in. wide black and yellow stripes as shown in Standard No. MD 104.01-19C. The sides of the TMA/TTMA shall have a border of 4 in. red and white reflective tape as shown on Standard No. MD 104.01-18A.

MCDOT SPECIAL PROVISIONS

1 of 2

**CATEGORY 100
PRELIMINARY**

SECTION 104 – MAINTENANCE OF TRAFFIC

183 **ADD:**

183 **104.25 TEMPORARY WATER FILLED PLASTIC TRAFFIC BARRIER (TPB) FOR MAINTENANCE OF TRAFFIC**

183 **104.25.01 DESCRIPTION.** This work shall consist of furnishing, placing, resetting and removing and replacing TPB's for use at locations specified in the Contract Documents or as directed by the Engineer.

183 **104.25.02 MATERIALS.** TPB's shall consist of a number of predetermined individual steel reinforced polyethylene plastic barrier sections with water fill level indicators and drain, miscellaneous connection hardware and steel tension cable as specified in the Contract Documents or as directed by the Engineer. The barrier system shall exceed the performance level of the National Cooperative Highway Research Program Report 350, Test Level 2, as approved by the Federal Highway Administration and Montgomery County Department of Public Works and Transportation.

183 **104.25.03 CONSTRUCTION.** The Contractor shall be responsible for installing the TPB's in accordance with manufacturer requirements and maintaining the TPB's in alignment and in a like new condition acceptable to the Engineer.

Resetting TPB's shall consist of removing and relocating TPB's as directed by the Engineer.

When the TPB's are no longer needed as determined by the Engineer, the Contractor shall remove the TPB's after which they shall become property of the Contractor.

Items, such as reflective barrier markers, vertical panels (object markers), and warning lights shall be installed on the TPB as specified in the Contract Documents or as directed by the Engineer.

Damaged TPB's. Shall be repaired or replaced by the Contractor immediately upon their discovery or after notification by the Engineer.

183 **104.25.04 MEASUREMENT AND PAYMENT.** Temporary Water Filled Plastic Barrier will be measured and paid for at the Contract unit price per each 6.5 foot barrier unit for one or more of the items listed below and specified in the Contract Documents.

SPECIAL PROVISIONS MCDOT INSERT

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- (a) Temporary Water Filled Plastic Barrier for Maintenance of Traffic
- (b) Replace Temporary Water Filled Plastic Barriers for Maintenance of Traffic
- (c) Remove and Reset Temporary Water Filled Plastic Barriers for Maintenance of Traffic

The payment will be full compensation for all furnishing, placing, resetting, replacement, cleaning and removing from the project site as directed by the Engineer, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

NOTE: The furnishing, installing, replacement and maintaining of reflectors and vertical panels (object markers) will not be measured separately but shall be included in the Contract unit price for the item.

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.31 ACCESSIBLE PEDESTRIAN MAINTENANCE OF TRAFFIC.

104.31.01 DESCRIPTION. Provide and maintain an accessible pedestrian route, to the “maximum extent feasible”, throughout the project’s limits. When an existing pedestrian access route within the public right of way is blocked by construction, alteration, or maintenance activity, an alternate accessible pedestrian route shall be provided.

The phrase to the “maximum extent feasible” applies in areas where the nature of an existing facility or site conditions makes it virtually impossible to comply fully with applicable accessibility standards through a planned alteration. In these circumstances, the alternate accessible pedestrian route shall provide the maximum physical accessibility that is feasible, or a design waiver must be approved by MCDOT.

104.31.02 MATERIALS. Not applicable.

104.31.03 CONSTRUCTION. The following considerations shall be taken into account when addressing accessible pedestrian maintenance of traffic:

- (a) All pedestrians, including persons with disabilities, shall be provided with a reasonably safe, convenient and accessible path that replicates as much as practicable the existing pedestrian facilities.
- (b) The width of the existing pedestrian facility should be maintained if practical. When it is not possible to maintain a minimum width of 60 in. throughout the entire length of the pedestrian route, a minimum width of 36 in. shall be provided with 60 x 60 in. passing zones at least every 200 ft, to allow individuals in wheelchairs to pass.
- (c) Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, temporary pathway or other pedestrian facility.
- (d) Signs and other devices mounted lower than 7 ft above the temporary pedestrian pathway shall not project more than 4 in. into accessible pedestrian route.
- (e) A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction. There shall be no curbs or vertical elevation changes greater than 1/4 in. in grade or terrain that could cause tripping or be a barrier to wheelchair use. Vertical elevation differences between 1/4 in. and 1/2 in. shall be beveled at a maximum 2:1 slope.

- (f) When channelization is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the length of the facility such that pedestrians using a white cane can follow it. Edging should protrude at least 6 in. above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2.5 in. above the surface
- (g) Temporary ramps shall be provided when an alternate pedestrian route crosses a curb and no permanent ramps are in place. The width of the ramp shall be a minimum of 36 in. and the slope of the ramp shall not exceed 12:1. Temporary detectable warning mats must be installed at street crossings and signalized entrances.
- (h) When possible, an accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not feasible to provide a same-side accessible pedestrian route an accessible pedestrian detour route shall be provided.
- (i) Information regarding closed pedestrian routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a white cane or who have low vision.
- (j) It is desirable that pedestrians cross to the opposite side of the roadway at intersections rather than mid-block. Appropriate signing shall be placed at the intersections.
- (k) Access to transit stops shall be provided and maintained at all times.

104.31.04 MEASUREMENT AND PAYMENT. Unless otherwise specified, Accessible Pedestrian Maintenance of Traffic will not be measured but the cost will be incidental to the Lump Sum item for Maintenance of Traffic. The payment will be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

MCDOT SPECIAL PROVISIONS

CATEGORY 400 - STRUCTURES

SECTION 430 - METAL STRUCTURES

356 **430.03 CONSTRUCTION**

363 **430.03.19 Welding**

ADD: The following after the last paragraph.

At direction of the Engineer, the Contractor will supply a Certified Structural Steel Welder to make repairs to damaged welding of existing structural steel members. Once a damaged structural steel member is identified the Contractor shall notify the Engineer and provide him with detail sketches, measurement and photos of the damaged member. The Engineer will provide recommended repairs to the damaged members. The repairs, as directed by the Engineer, will include rigging to repair, preparation of the existing steel member for welding, labor, equipment, tools and incidental necessary to complete the work.

367 **430.03.31 Anchor Bolts**

ADD: The following after the last paragraph.

Once a bearing anchor bolt is identified to have more than 50% section loss, the Contractor shall notify the Engineer and provide him with detail sketches, measurement and photos of the damaged bolts. The Engineer will provide recommended replacement to the damaged bolts. The replacement, as directed by the Engineer, will include rigging to repair, removal of the existing bearing anchor bolts, drilling, epoxy grout, new anchor bolts, labor, equipment, tools, and incidental necessary to complete the work.

368 **430.04 MEASUREMENT AND PAYMENT**

368 **430.04.02**

ADD: The following after the last paragraph.

Structural Steel Repair will be measured and paid for at the Contract unit price per Pound computed on the theoretical weight. The repair shall be done as directed by the Engineer. The payment will be full compensation for all material, preparation, labor, equipment, tools, and incidentals necessary to complete the work. When installation of high strength bolts is specified for the new structural steel repair, the installation of high strength bolts will be considered as part of the Structural Steel Repair, and be measured and paid for at the Contract unit price per Pound. Shop welding will not be measured but the cost will be incidental to Structural Steel Repair. If a welding can be done in the shop, field welding won't be allowed and won't be paid for.

369 **ADD: 430.04.04**

Field Structural Welding By Certified Welder will be measured and paid for at the Contract unit price per Linear Foot. The payment will be full compensation for all material including but not limited to welding rods and gas, labor, equipment, tools, and incidentals necessary to complete the work.

MCDOT SPECIAL PROVISIONS

369 **ADD:** 430.04.05

Bearing Anchor Bolt Replacement will be measured and paid for at the Contract unit price per Each. The payment will be full compensation for all material, removal of the existing bearing bolts, drilling, epoxy grout, new anchor bolts, labor, equipment, tools, and incidentals necessary to complete the work.

MCDOT SPECIAL PROVISIONS

CATEGORY 400 - STRUCTURES

SECTION 436 — CLEANING AND PAINTING EXISTING STRUCTURAL STEEL

380 **436.01 DESCRIPTION**

381 **436.01.01 Definitions of Areas to be Cleaned and Painted.**

DELETE: The last paragraph, “The paint system, ...the Contract Documents.” in its entirety.

INSERT: The following:

The color of the finish coat shall conform to Federal Standard No. 595, color No. 20045.

The paint system, paint details, and areas to be cleaned and painted for each bridge shall conform to the Cleaning and Painting Table on next page and the Methods of Cleaning for Paint System C and H in **436.03.10 Methods of Cleaning.**

384 **436.03 CONSTRUCTION**

390 **436.03.10 (b) Low Pressure Water Cleaning (LPWC).**

ADD: After the last paragraph “When the water...any toxic metal.”

This Method shall consist of washing with a mixture of low pressure water and a solution of commercial soluble salt remover **CHLOR*RID** or Approved Equal. **CHLOR*RID** is manufactured by CHLOR RID International, Inc., Chandler, AZ, PH: 800-422-3217 and shall meet or exceed the following specifications:

Materials shall contain zero VOCs; have a minimum shelf life of 24 months; be suitable for hand washing spot areas and for application by pressure washer at any pressure; and shall be biodegradable.

Remove all surface abnormalities such as rust scale, peeling paint, or debris that would prevent the soluble salt remover from coming in contact with salt contamination. The contractor shall follow the Manufacturer’s recommendations or specifications for method of rate of application of soluble salt remover. The water shall be from an approved source of potable water.

The contractor is to place special emphasis on the top surface of all flanges, connection plates, bearings, and excessive rust and pitted areas. Any areas of the structure that exhibit mineral deposits of black iron oxide (Black Rust) after abrasive blasting shall be considered contaminated with chlorides and will need an additional washing with soluble salt remover and another abrasive blasting.

The maximum level of chloride contamination shall be 5 micrograms/cm² Testing method shall be in accordance with The Society for Protective Coatings (SSPC) Technology Guide 15, Section 5.2.5, Latex Sleeve Methodology. The contractor is to perform tests in areas designated by the Engineer to ensure that the entire structure has attained the specified level

of cleanliness after rust and coating has been removed. The Engineer is to verify the degree of cleanliness.

409 **ADD: 436.03.42 Re-Cleaning Debris of Superstructure**

After satisfactory cleaning of the structural steel of the bridge and if the structural steel becomes entangled with debris from the stream prior to painting due to a storm, the Re-Cleaning Debris of Superstructure shall be done by the Contractor as directed by the Engineer. The cleaning crew shall be equipped with all equipment and materials necessary to clean the steel to the condition it was in prior to the storm.

409 **436.04 MEASUREMENT AND PAYMENT**

409 **ADD: 436.04.03**

Re-Clean Debris of Superstructure will be measured and paid for at the Contract unit price per hour. The payment will be full compensation for all material, labor, equipment, tools, debris disposal, and incidentals necessary to complete the work.

IFB No.1087066
MCDOT Project No.0500313
Bridge Preservation County Wide IX

Montgomery County Bridge Preservation Program
Bridge Painting - County Wide IX (2018)

CLEANING AND PAINTING TABLE

Bridge No.	Roadway Name/Crossing	Bridge Type	Span Length (ft)	No. of Beams	Methods of Cleaning 436.03.10, in Order to be done	Paint System 912.05	Paint Details	Areas to be Cleaned and Painted 436.01.01
M-0001	West Old Baltimore Road Over Little Seneca Creek	I	57	II	(a), (b), (h)	C	iii, iv	All Steel Surfaces as defined by 436.01.01 (a) of Specifications.
M-0008	Barnes Road Over Bennett Creek	1	34	8	(a), (b), (h)	C	iii, iv	
M-0050	Southlawn Lane Over Rock Creek	1	30	IO	(a), (b), (h)	C	iii, iv	
M-0069	Bowie Mill Road Over Rock Creek N. Branch	I	39	13	(a), (b), (h)	C	iii, iv	
M-0108	Brighton Dam Road Over Rawlings River	1	28	9	(a), (b), (h)	C	iii, iv	
M-0119B	Gregg Road Over Hawlings River Tributary	1	18	9	(a), (b), (h)	C	iii, iv	
M-0141	Huntmaster Road Over Goshen Branch	1	59	II	(a), (b), (h)	C	iii, iv	
P-10	Pretoria Drive Over Little Paint Branch	1	17	2	(a), (b), (d)	H	iii, vii	Existing Paint to be Overcoated -All Surfaces (a) and Complete (b) (d) Power Tool Cleaning
P-37	Montgomery Village Avenue Over Lake Whetstone	2	42.5	2	(a), (b), (d)	H	iii, vii	

BRIDGE TYPES

1. Steel beams w/corrugated metal deck
2. Steel beams w/timber deck

CLEANING LEGEND:

- (a) Solvent cleaning
- (b) Low Pressure Water Cleaning (LPWC)
- (c) High Pressure Water Cleaning (HPWC)
- (d) Power Tool Cleaning
- (e) Hand Tool Cleaning
- (f) Power Tool Cleaning to Bare Metal
- (g) Brush Off Blast Cleaning
- (h) Near White Metal Abrasive Blast Cleaning

CLEANING & PAINT LEGEND:

- i. Abrasive blast cleaning may be used in lieu of (f) to clean to bare metal, if approved
- ii. High pressure water blast for method (c) shall be 8000 to 10,000 psi.
- iii. Includes all painted surfaces including guard rail support bracket.
- iv. Abrasive blast clean to SSPC-SPIO. Apply Coats I, II, III.
- v. Includes unpainted weathering steel guard rail post and brackets.
- vi. Includes painted pipe railing.
- vii. Rusted surfaces shall be cleaned to bare metal.

IFB No.1087066
MCDOT Project No.0500313
Bridge Preservation County Wide IX

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SPECIAL PROVISIONS MCDOT

1 of 5

SECTION 875 UTILITIES STATEMENT

DESCRIPTION. The Contractor's attention is called to the requirements of sections GP-5.05, GP-7.13 and GP-7.17 of the General Provisions for Construction Contracts.

MATERIALS. Not Applicable.

CONSTRUCTION.

- (a) Attention of the Contractor is directed to the presence of water, sewer, gas, electrical, telecommunication, and television, facilities, poles, cables, conduits, ducts, mains, and house service connections in, over, under or adjacent to the street or highway in which the construction project is to be performed. The Contractor shall exercise special care and extreme caution to protect and avoid damage to utility company facilities as described in the preceding sentence. The Contractor shall take into consideration the adjustments and installations by public utilities in areas within the project limits of this Contract. Existing utilities have been generally located and shown on the plans, as they are believed to exist; however, the Administration assumes no responsibility for the accuracy of these locations.
- (b) The contractor shall locate all existing utilities and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations or negligence of the Contractor, the damaged or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory operating condition to the complete satisfaction of the affected Utility Agency. The Contractor will be completely responsible for all expenses associated with repairs or replacements to these facilities at no additional expense to the Administration or the owner of the utility. In the event that the respective Utility Agency conducts these repairs, the Contractor will be entirely responsible to furnish the Utility with full payment for the work performed including all costs associated with any service disruptions.
- (c) The existing utilities shall be relocated or removed by the agency responsible for their maintenance or by the owner of the utility unless otherwise indicated in the Contract documents. The Contractor shall inform the respective utility companies at least five days prior to working in any area. In addition, the Contractor shall give sufficient notice to the specific utilities of the Contractors overall plan for construction. The utility companies will establish the lead-time necessary to meet the applicable utility work schedule and coordinate with the Contractor's work operations based upon the Contractors overall plan.

SPECIAL PROVISIONS MCDOT

2 of 5

- (d) The following utility companies maintain facilities within the project limits that will require relocation:

POTOMAC ELECTRIC POWER COMPANY(PEPCO)

Facilities of PEPCO may require adjustment and/or relocation. None of this work is included in this contract and no work shall be performed by the Contractor on any of these facilities.

The Contractor shall contact Mr. Jack Chu at 301-548-4345 prior to the start of work affecting First Energy facilities.

PEPCO
201 West Gude Drive
Rockville, Maryland 20850

PEPCO has overhead power lines along the entire project site. These facilities have been relocated by PEPCO. The Contractor shall coordinate his operations with PEPCO's operations. Extreme caution must be taken during grading and excavation operations to ensure that cranes or excavation equipment do not come in contact with existing and/or proposed overhead power lines or damage any underground electric facilities in the construction areas.

VERIZON

Facilities of VERIZON, may require adjustment and/or relocation for this project. None of this work is included in this contract and no work shall be performed by the Contractor on any VERIZON facilities.

The Contractor shall contact Mr. Wallace Brooks at 301-282-7037 prior to the start of work affecting VERIZON facilities Verizon Phone Company

Verizon
13101 Columbia Pike, FDC-1
Silver Spring, Md. 20904
301-282-7037

COMCAST

Facilities of Comcast may require adjustment and/or relocation. None of this work is included in this contract and no work shall be performed by the Contractor on any of these facilities.

SPECIAL PROVISIONS MCDOT

3 of 5

The Contractor shall contact Mr. Dwayne Douty at 240-372-6694 prior to the start of work affecting Comcast facilities.

Comcast of Montgomery County
5304 Kings Court
Frederick, MD 21703
(301) 456-8957

WASHINGTON GAS LIGHT COMPANY

Andrew King
System Replacement
6801 Industrial Road
Springfield, VA 22151
703-750-4793

RCN CORPORATION

Eddison Fraser
RCN Engineering / Construction
10000 Derekwood Lane
Lanham, MD 20776

Notify “Miss Utility” at 1-800-257-7777 to have utilities staked and marked in the field.

- (e) All notifications to the above utility companies and “Miss Utility”, 1-800-257-7777, shall be given 48 hours (two full working days) in advance of working in the area of the specific affected utility. The notification to “Miss Utility” is required whenever any excavating or similar work is performed. In addition, notification must be give to the Maryland State Highway Administration’s Office of Traffic and Safety, Mr. Anthony Spencer, at 410-787-7655 and the Highway Lighting Maintenance Supervisor, Rick Divelbiss, at 301-513-7310 Forty Eight (48) hours in advance of excavation operations to allow any State Owned Facilities to be marked.
- (f) If a utility adjustment or relocation is required, it is necessary that the existing facilities remain continuously in service until the new adjustment or relocation is completed and placed in service. It will be the responsibility of the contractor to remove and dispose of abandoned utility facilities when these facilities are in conflict with proposed construction. The Contractor must obtain authorization from the appropriate utility agency prior to performing any removal of abandoned facilities. The complete cost for removing and disposing of abandoned utility facilities shall be incidental to the appropriate items of work included in the contract.

SPECIAL PROVISIONS MCDOT

4 of 5

- (g) An updated schedule or CPM reflecting all utility relocations and adjustments must accompany any submittal by the contractor to vary the sequence of work and/or perform concurrent work in multiple phases differing from the recommended Maintenance of Traffic phasing. The contractor shall be responsible, upon gaining approval, for coordinating utility relocations and adjustments with the affected utility owners, SHA Project Engineer, and District Utility Engineer. All requirements and lead times as stated in the Special Provisions will remain in effect unless written approval from the utility company and the District Utility Engineer is received by the Contractor prior to commencing any requested work.
- (h) In preparing his proposal, each bidder shall take into consideration the necessary adjustment, relocation and/or installation of public utilities in areas within the limits of this Contract. No additional compensation will be paid to the Contractor for delays to the project schedule, work interruptions, changes in construction sequences, changes in handling excavation, drainage or paving, or for changes in types of equipment used etc. caused by complying with the provisions of this statement. The Contractor shall include activities in the initial CPM schedule indicating the utility relocation, (by others), necessary to complete the work. Delays to the critical path of the project schedule caused by untimely relocations of utilities will not be considered a compensable delay, however, if deemed warranted, may entitle the contractor to a non-compensable time extension to the contract as determined under the conditions of the “No Damages For Delay” provision of the contract. The Contractor shall assume full responsibility for coordinating with the various utility companies to verify their relocation schedules, determine the anticipated duration to complete the respective utility relocations, and to facilitate utility relocations to minimize the impact to the project schedule upon notification of being named the apparent low bidder.

CONTRACT PROVISION BUY AMERICA

This section applies to projects partially or totally funded with Federal Funds. The prime contractor or its subcontractors shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 as amended by Section 1041(a) and 1048(a) of the Intermodal Surface Transportation Efficiency Act of 1991 with regard to the furnishing and coating of iron and steel products.

The prime contractor or its subcontractors shall supply certifications to the Project Engineer from the manufacturer of all coating, iron or steel products which document that the steel and iron have been manufactured and the coatings for iron or steel have been applied by the manufacturer in the United States. The Project Engineer shall forward copies of the certifications to the Office of Materials Technology for review and approval prior to such items being incorporated into the permanent work. Certifications shall extend to materials utilized in manufactured and fabricated products purchased by the Contractor.

SPECIAL PROVISIONS MCDOT

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Products manufactured of foreign steel or iron materials may be used, provided the cost of such products as they delivered to the project does not exceed 0.1 % of the total contract amount, or \$2500, whichever is greater. If a supplier or fabricator wishes to user a partial fabrication process where domestic and foreign source components are assembled at a domestic location, the "as delivered cost" of the foreign components should include any transportation, assembly and testing costs required to install them in the final product. This applies to all iron, steel and coating materials used for utility work incorporated into the project including materials/items supplied by the Utility Company.

MEASUREMENT AND PAYMENT. All work, or additional work, performed expediting utility relocations, working around, or protecting, utility facilities, and coordinating and cooperating with utility agencies or their contractors will not be measured for payment and considered incidental to the items specified in the Contract Documents.

SPECIAL PROVISIONS

900.01 – GENERAL

1 of 1

**CATEGORY 900
MATERIALS**

900.01 GENERAL.

721 **DELETE:** The second paragraph.

INSERT: The following:

Within 30 days after receipt of notification of award of the Contract, the Contractor shall submit in writing, to the:

Montgomery County Department of Transportation
Materials Control Center
1283 Seven Locks Road
Rockville, Maryland 20850

Attn: Mr. Dennis Earp
Telephone Number: 301-279-1353,

the sources from which the Contractor proposes to obtain all materials which are to be incorporated into the project. No material shall be introduced into the work until approval of sources has been obtained. The Montgomery County Department of Transportation and the State Highway Administration reserve the right to completely or partially test any materials for specification compliance.

Sampling shall conform to the MSHA Sample Testing and Frequency Guide unless otherwise directed by the Engineer. All source approvals are made subject to the continuing production of materials conforming to these Specifications. Material sources may be rejected where it is evident that the material tends to be of marginal quality when compared to the Specification limits in any of its specified properties.

Individual material samples are to be delivered to the:

Montgomery County Department of Transportation
Materials Control Center
1283 Seven Locks Road
Rockville, Maryland 20850

between the hours of 7:00 AM and 3:30 PM, Monday through Friday

CATEGORY 900 – STRUCTURES

SECTION 912 – COATING SYSTEMS FOR STRUCTURAL STEEL

912.02 PRIMER COATS AND SEALERS.

912.02.06 Penetrating Sealer.

DELETE: (b) in its entirety.

INSERT: The following:

- (b) Moisture cured urethane penetrating primer/sealer shall be subject to the approval of the Engineer.

IFB No.1087066
MCDOT Project No. 0500313
Bridge Preservation County Wide IX

BID
AND
SCHEDULE OF PRICES

INVITATION FOR BIDS TO MONTGOMERY COUNTY

Made this _____ day of _____ 2018

by _____

Business Address _____

The bidder declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this Bid or in the contract or contracts proposed to be taken, is or are the undersigned; that this Bid is made without any connection or collusion with any person, firm or corporation making a Bid for the same work, that the attached Special Provisions, Specifications and form of contract and the drawings herein referred to have been carefully examined and are understood, that as careful examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the Bid is accepted, to contract to do the required work in the manner set forth in the Special Provisions, Specifications and as shown on the drawings.

The unit prices on the attached and signed Bid are to include and cover the furnishing of all materials and labor requisite and proper and providing of all necessary machinery, tools apparatus and means of performing the work and the doing of all the above mentioned work in the manner set forth, described and shown in the Special Provisions, Specifications and on the contract drawings within the prescribed number of consecutive working or calendar days after service of written notice from the Engineer to proceed with the work. If this Bid shall be accepted and the undersigned shall refuse or neglect, within ten (10) days after receiving the contract for execution, to execute the same then it shall be determined that the bidder has abandoned the contract, and therefore the Bid and the acceptance thereof shall be null and void and the deposit accompanying the Bid shall be forfeited.

(The names and addresses of all members of a firm, or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the Officer or agent of the corporation who signs the Bid).

It is further proposed:

To do all extra work that may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such extra work, or if such prices of sums cannot be agreed upon, to perform such work on a "Force Account" basis, as hereinafter provided for under the Extra Work heading in the Glossary Section of this proposal.

To execute the form of Contract and begin work within ten (10) days of the date of the Notice to Proceed, **and to prosecute said work so as to COMPLETE CONSTRUCTION OF THE BRIDGE PRESEVATION COUNTY WIDE IX.**

To furnish contract bonds in the full amount of the contract award, as security for the construction and completion of the work, in accordance with the plans, specifications and contract and as security for payment of labor and materials.

To guarantee all the work performed under this contract to be done in accordance with the Special Provisions, Specifications and Contract Drawings in a good workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance of the construction.

Enclosed herewith find certified check or bid bond made payable to Montgomery County, Maryland as a proposal guarantee, which it is understood will be forfeited in the event the Form of Contract is not executed, if awarded to the undersigned, in the amount of _____

(\$ _____) for 5% of the Total Base Bid.

Receipt is acknowledged of addenda and such is included in this proposal as follows:

No. _____ Date: _____

No. _____ Date: _____

Respectfully submitted, signed _____

Signatures of offerors and contractors must be in their correct legal form and must not be abbreviated to common usage or trade name form. All signatures must be made by an authorized officer, partner, manager, member or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror of contractor. Contracts that are not signed in compliance with these requirements are voidable at the option of the County.

SCHEDULE OF PRICES

NOTE: Award of a contract will be made to the lowest responsive and responsible bidder as determined by the Director, Office of Procurement. The lowest bidder is determined by the total amount of the Unit Prices extended by the quantities set forth (TOTAL BASE BID) on the Schedule of Prices, and shall include all necessary costs as required to perform the work specified in the technical specifications. The Total Base Bid price inclusive of all contingent items.

TOTAL BASE BID
(of all Extended Prices herein)
(written in numerals)

SIGNATURE: _____

I have read and understand all the clauses and requirements contained herein and any amendment thereto and the prices quote reflect the conditions stated:

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

NOTE: NO BIDS WILL BE ACCEPTED UNLESS SUBMITTED IN INK OR TYPEWRITTEN. All signatures on bids, amendments, or related documents or correspondence must be by persons who are authorized to contractually bind the Offerors. Changes made to the bid prior to the opening must be done legibly and initialed by the bidder making the changes.

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES

NOTE - THIS BID SHALL BE FILLED IN BY THE BIDDER, WITH THE UNIT PRICES WRITTEN IN NUMBERS, AND INCLUDING THE EXTENDED PRICE COMPUTATIONS. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE SPECIAL PROVISIONS, AND CONTRACT FORM.

P 2-1 of 4

Item No.	Approx. Quant.	Description of Items	Unit Price		Extended Price	
			Dollar	Cents	Dollar	Cents
		PRELIMINARY				
1001	1	Lump Sum - Maintenance of Traffic (MOT)				
1002*	10	Unit Day - Arrow Panel				
1003*	1851	Square Feet -Temporary Traffic Signs for MOT				
1004*	17	Each - Type III Barricade for MOT				
1005*	2244	Hours -Flagger				
1006*	192	Linear Feet - Water Filled Barrier for MOT				
1007*	255	Each - Drums for MOT				
1008*	20	Unit Day -Portable Variable Message Sign				

IFB No. 1087066
MCDOT Project No. 500313
Bridge Preservation County Wide IX

* Denotes Contingent Item

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES

NOTE - THIS BID SHALL BE FILLED IN BY THE BIDDER, WITH THE UNIT PRICES WRITTEN IN NUMBERS, AND INCLUDING THE EXTENDED PRICE COMPUTATIONS. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE SPECIAL PROVISIONS, AND CONTRACT FORM.

P 2-2 of 4

Item No.	Approx. Quant.	Description of Items	Unit Price		Extended Price	
			Dollar	Cents	Dollar	Cents
		PRELIMINARY				
1009	1	Lump Sum- Mobilization				
1010		LEFT INTENTIONALLY BLANK				
1011		LEFT INTENTIONALLY BLANK				
1012		LEFT INTENTIONALLY BLANK				
1013		LEFT INTENTIONALLY BLANK				
1014		LEFT INTENTIONALLY BLANK				
1015		LEFT INTENTIONALLY BLANK				
1016		LEFT INTENTIONALLY BLANK				

IFB No. 1087066
MCDOT Project No. 500313
Bridge Preservation County Wide IX

* Denotes Contingent Item

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES

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Item No.	Approx. Quant.	Description of Items	Unit Price		Extended Price	
			Dollar	Cents	Dollar	Cents
		STRUCTURES				
4001	1	Lump Sum - Cleaning and Painting Bridge No. M-0001 West Old Baltimore Road over Little Seneca Creek				
4002	1	Lump Sum - Cleaning and Painting Bridge No. M-0008 Barnes Road over Bennett Creek				
4003	1	Lump Sum - Cleaning and Painting Bridge No. M-0050 Southlawn Lane over Rock Creek				
4004	1	Lump Sum -Cleaning and Painting Bridge No. M-0069 Bowie Mil Road over Rock Creek North Branch				
4005	1	Lump Sum - Cleaning and Painting Bridge No. M-0108 Brighton Dam over Hawlins River				
4006	1	Lump Sum - Cleaning and Painting Bridge No. M-0119B Gregg Road over Hawlins River Tributary				
4007	1	Lump Sum - Cleaning and Painting Bridge No. M-0141 Huntmaster Road over Goshen Branch				
4008	1	Lump Sum -Cleaning and Painting Bridge No. P-10 Pretoria Drive over Little Paint Branch				

IFB No. 1087066
MCDOT Project No. 500313
Bridge Preservation County Wide IX

*Denotes Contingent Item

MONTGOMERY COUNTY, MARYLAND DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES

NOTE - THIS BID SHALL BE FILLED IN BY THE BIDDER, WITH THE UNIT PRICES WRITTEN IN NUMBERS, AND INCLUDING THE EXTENDED PRICE COMPUTATIONS. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE SPECIAL PROVISIONS, AND CONTRACT FORM.

P 2-4 of 4

Item No.	Approx. Quant.	Description of Items	Unit Price		Extended Price	
			Dollar	Cents	Dollar	Cents
		STRUCTURES				
4009	1	Lump Sum - Cleaning and Painting Bridge No. P-37 Montgomery Village Pedestrian Walkway over Lake Whetstone				
4010*	45	Crew Hours - Re-Clean Debris from Superstructure				
4011*	42	Linear Feet - Field Structural Welding by Certified Welder for miscellaneous structural welding				
4012*	44	Each - Bearing Anchor Bolt Replacement				
4013*	1550	Pounds - Structural Steel Repair				
4014	1	Lump Sum - General Allowance	40,000	00	40,000	00
4015		LEFT INTENTIONALLY BLANK				
4016		LEFT INTENTIONALLY BLANK				

IFB No. 1087066

MCDOT Project No. 500313

Bridge Preservation County Wide IX

*Denotes Contingent Item

**MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF TRANSPORTATION**

EXPERIENCE AND EQUIPMENT CERTIFICATION

Contract No. 1087066

1 of 6

(1) GENERAL

1. Legal Title and Address of Organization

2. Maryland Representative=s Name, Title, and Address

3. Check One: Corporation Co-Partnership Individual

4. Name and Title of Corporate Officers Authorized to sign Contract Documents, Change and Field Orders, Estimates, and other pertinent Contract Forms. Please be advised that it will be necessary to inform the County of any changes in the above authorization.

NAME

TITLE

<hr/>	<hr/>
<hr/>	<hr/>
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II EXPERIENCE

- (1) Indicate the type of contracting undertaken by your organization and years experience.

General _____ Sub _____ Type of Work: _____
years years

- (2) State construction experience of principal members of your organization:

Name	Title Pres., Mgr. etc.	Construction Experience years	Type of Work (Hwy., Bridges, Paving, etc.)	In what Capacity? (Supt., Foreman, etc.)

- (3) Give any special qualifications of firm members (Registered Engineer, Surveyors, etc.)

III EQUIPMENT

- (1) What equipment do you own, rent, or intend to buy for use on this project.
(Please include any attachments.)

Quantity	Item	Description, Capacity, Size , etc.	Condition	Years of Service	Present location	Date Available for this project

IV AWARD OF CONTRACT

- (1) If awarded this contract, do you intend to sublet any portion of this work?
If so, state items numbers, or description, and if known, the name and address of
the subcontractor.

- (2) Work presently under contract to, or pending award to, your organization. (Please include any attachments.)

Contract No. or Description	Total Cost of Project	Amount of Work Completed.	Amount of Work to be Completed.	Probable Date of Completion.

- (3) List some principal projects completed by your organization. (Please include any attachments.)

Description of Work	General or Sub (If Sub, what type of work?)	Your Contract Amount	Year

- (4) Have you ever performed work for the U. S. Government? _____ Any State government? _____ Any County or City government? _____ If yes to any of these, please list which agency, references, phone numbers, and contact persons.

- (5) Have you ever failed to complete any work awarded to you? _____ If so, where and why.

- (6) Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, other organization and reason therefore.

- (7) Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? _____ If so, state name of individual, name of owner and reason therefore.

V. BIDDER CERTIFICATION

The above statements are certified to be true and accurate and we have the equipment, labor, supervision, and financial capacity to perform this Contract, either with our organization, or with subcontractors.

Dated at _____
this _____ day of _____ 2018.

By: _____

(Title of Person Signing)

(Name of Organization)

State of _____

County of _____

_____ Being duly sworn states that he is _____

_____ of _____, and
(Title) (Name of Organization)

that the answers to the foregoing questions and all statements therein contained are true and accurate.

Sworn to before me this _____ day of _____, 2018.

Notary Public

My commission expires _____

IFB No. 1087066
MCDOT Project No. 0500313
Bridge Preservation County Wide IX

CONTRACT AND BONDS

MONTGOMERY COUNTY, MARYLAND

STANDARD FORM OF AGREEMENT BETWEEN

MONTGOMERY COUNTY and CONTRACTOR
where the basis of payment is a

UNIT PRICE

AGREEMENT

made this _____ day of _____ in the year of Two Thousand and Eighteen

BETWEEN

_____ MONTGOMERY COUNTY, MARYLAND _____ the Owner and
_____ the Contractor

The Owner and the Contractor agree as set forth below.

Bid No. IFB 1087066
MCDOT Project No. 0500313
Bridge Preservation-County Wide IX

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of Invitation to Bid, Instructions to Bidders or Bidders Information, Form of Proposal, Schedule of Prices, Bid Bond, this Agreement, Conditions and Provisions of the Contract (General, Supplementary, Special and other Conditions or Provisions), Drawings (except boring logs and appurtenant data), Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto, and Notice-to-Proceed. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

"PROCUREMENT REGULATION" - Montgomery County Procurement Regulation is incorporated by reference and made a part of this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations shall govern.

ARTICLE 2 - WORK

Work shall be understood to mean the furnishing of all labor, materials equipment and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract Documents.

ARTICLE 3 - ARCHITECT/ENGINEER

The Architect/Engineer for this Project is as defined in the General Conditions.

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall be commenced at a time established in the written Notice-to-Proceed. The Contractor agrees that all the work included in this Contract shall be completed in its entirety in **One Hundred and Twenty (120) calendar days**. In the event the Contractor shall fail to complete his work in its entirety within the time stated herein, the Owner will deduct and retain from any monies due the Contractor Liquidated Damages (not as penalty) in the amount of **One Thousand Three Hundred Dollars (\$1,300.00) per calendar day**, as provided in the Contract Documents.

ARTICLE 5 - CONTRACT AMOUNT

The Owner shall pay the Contractor an estimated amount of _____
_____ (\$_____)

for the performance of the Work set forth in the Contract Documents subject to additions and deductions, by Change Orders, as defined in the General Conditions. The actual compensation to be paid shall be in accordance with the "Schedule of Prices" attached to the "Proposal to Montgomery County" which is the basis of the Contractor's bid. It is understood that the approximate quantities shown in the "Schedule of Prices" are solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than the quantities shown in the "Schedule of Prices".

Contractor's Name: _____

Contract No.: **1087066**

SIGNATURES

MONTGOMERY COUNTY, MARYLAND

By: _____
David E Dise, CPPO, Director*,
Department of General Services

By: _____(SEAL)

Date: _____

Typed: _____

Title: _____

Date: _____

RECOMMENDED

By: _____
Bruce E. Johnston, P. E., Chief
Division of Transportation Engineering

Date: _____

I hereby affirm that the above
named person is a corporate
officer and empowered to sign
contractual agreements for the
corporation.

Signed: _____

Typed: _____

*The County Code, Chapter 11B-1, replaced the definition of the Director (of Procurement) with the Director of the Department of General Services.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

_____ hereinafter called the CONTRACTOR, and _____

_____ a corporation incorporated under the laws of the State _____ hereinafter called the SURETY, are held and firmly bound unto Montgomery County, Maryland, in the full just sum of _____

_____ (\$ _____), 95% of the TOTAL BASE BID, lawful money of the United States of America, to be paid to the said Montgomery County, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

Sealed with our respective seals and dated this _____ day of _____, _____, 2018

Whereas, the above bonded CONTRACTOR has entered into a contract with the said Montgomery County, Maryland, bearing even date herewith for _____

_____ Montgomery County, Maryland being approximately cleaning and painting of nine bridges situated through-out the Montgomery County as indicated in Appendix B of the IFB, for approximately

the sum of _____

_____ (\$ _____),

the said roadway being situated _____ and,

NOW THEREFORE, the condition of this obligation is such that if the above bonded Contractor shall in all respects comply with the terms and conditions of this contract and fully meet and perform his, their or its obligations there under, including the plans, specifications and special provisions therein referred to, and made a part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and shall well and truly and in a manner satisfactory to the Chief Administrative Officer for Montgomery County complete the work contracted for, and shall save harmless Montgomery County from any expense incurred through the failure of said Contractor to complete the work as specified, or from any damages growing out of the negligence of the said Contractor, or his, their or its agents and employees or any liability for the payment of any wages due or materials furnished in connection with said contract; and shall well and truly pay all just debts incurred for labor and materials entering into the work covered by said contract, through sub-contract or in any other manner, by or on behalf of the Contractor.

AND also shall save and keep harmless the said Montgomery County against and from all losses to it from any cause whatever, including costs of transportation by water, rail or otherwise, and patent trademark and copyright infringements, but without limiting the foregoing, in the manner of constructing said improvement, then this obligation to be void or otherwise to be and remain in full force and virtue.

Witness:

By: _____ (SEAL)

Title: _____ By: _____ (SEAL)

_____ Title: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Surety Company

BY: _____

Witness:

_____ TITLE: _____

BY: _____

TITLE: _____

LABOR AND MATERIAL PAYMENT BOND

This bond is issued simultaneously with performance bond in favor of the owner conditioned for the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS: that _____

(Here insert full name and address of legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
(Here insert full name and address of

_____, a corporation created
name and address of legal title of Surety)

existing under the laws of the State of Maryland, hereinafter called Surety, are held and firmly bound unto MONTGOMERY COUNTY, MARYLAND as Oblige, hereinafter called Owner, for the use and benefit of claimants

as herein below defined, in the amount of _____
(Here insert a sum equal to 95% of the TOTAL BASE BID

Dollars(\$ _____),
contract price in written words)

for the payment where of Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS _____

Principal has by written agreement dated _____ 2018,
entered into a contract with owner for

for approximately the sum of _____
which contract is by reference made a part hereof, and is herein-after referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if, Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the County of other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ of _____ A.D. 2018

IN THE PRESENCE OF:

_____	_____
(Witness)	(Principal) (Seal)
	(
	(By) _____
	(
	(_____
	(Title)

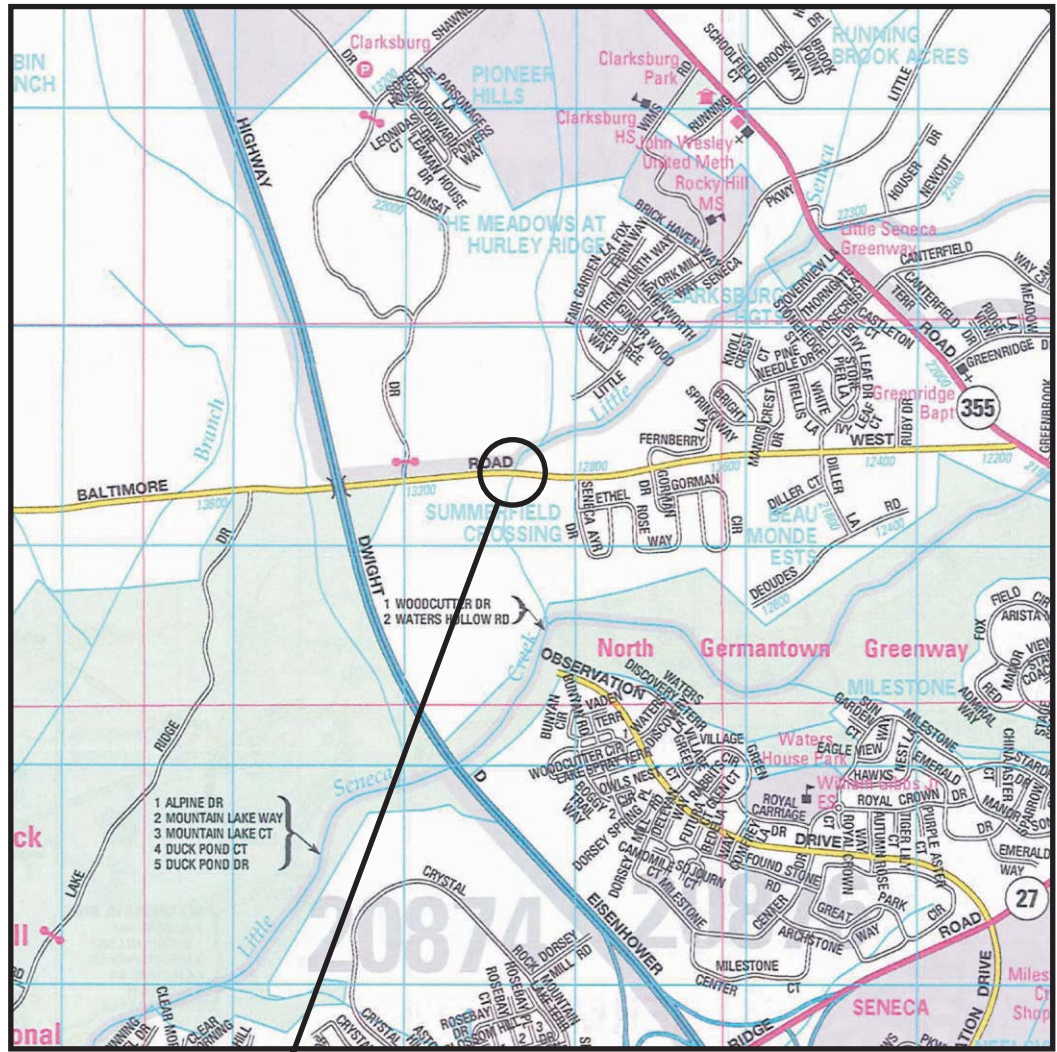
_____	_____
(Witness)	(Surety) (Seal)
	(
	(By) _____
	(
	(_____
	(Title)

BY: _____

TITLE: _____

MCDOT SPECIAL PROVISIONS

APPENDIX A
BRIDGE LOCATION MAPS



Bridge No. M-0001
West Old Baltimore Road
over Little Seneca Creek

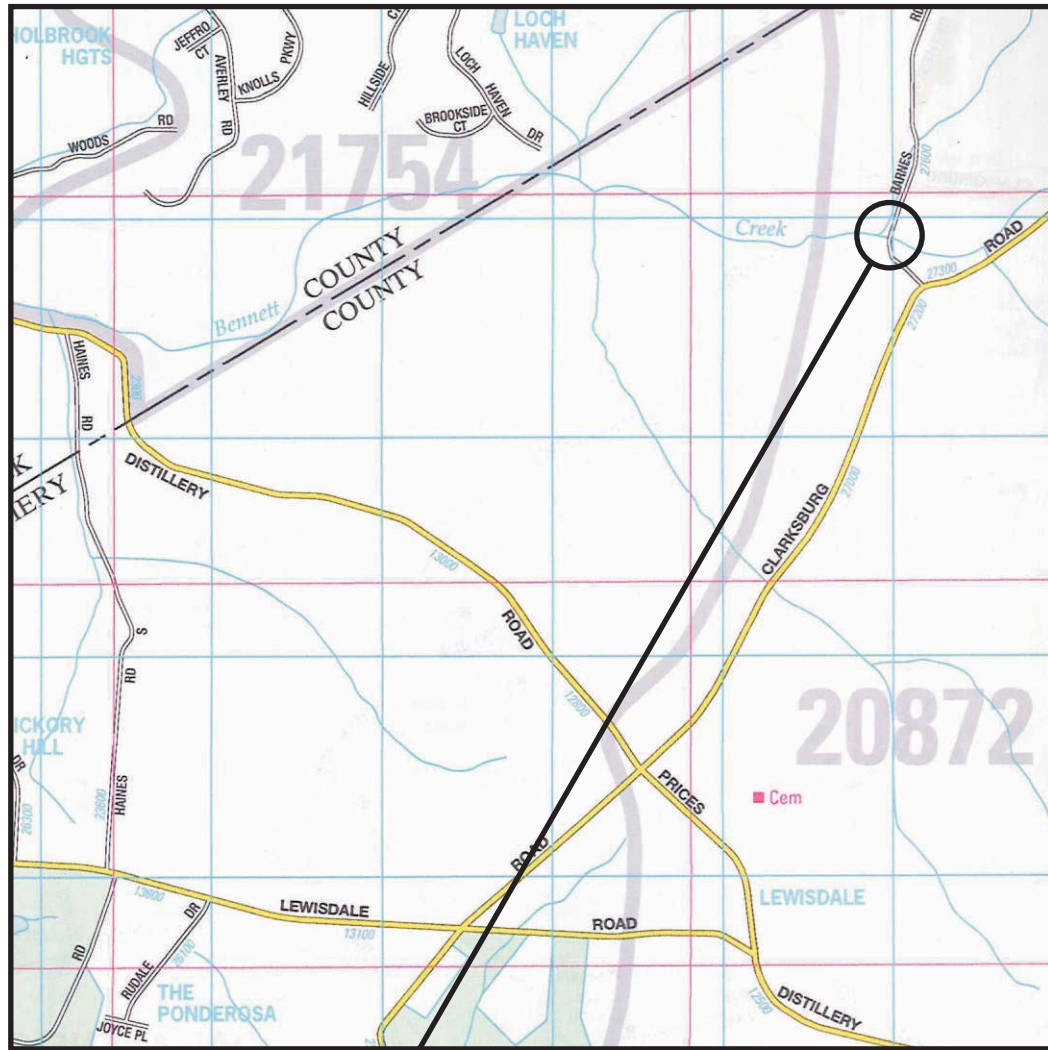
ADC Street Grid Location: 4928-G-6
2010 Edition

ADC Street Grid Location 9-E-8
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. M-0008
Barnes Road over
Bennett Creek

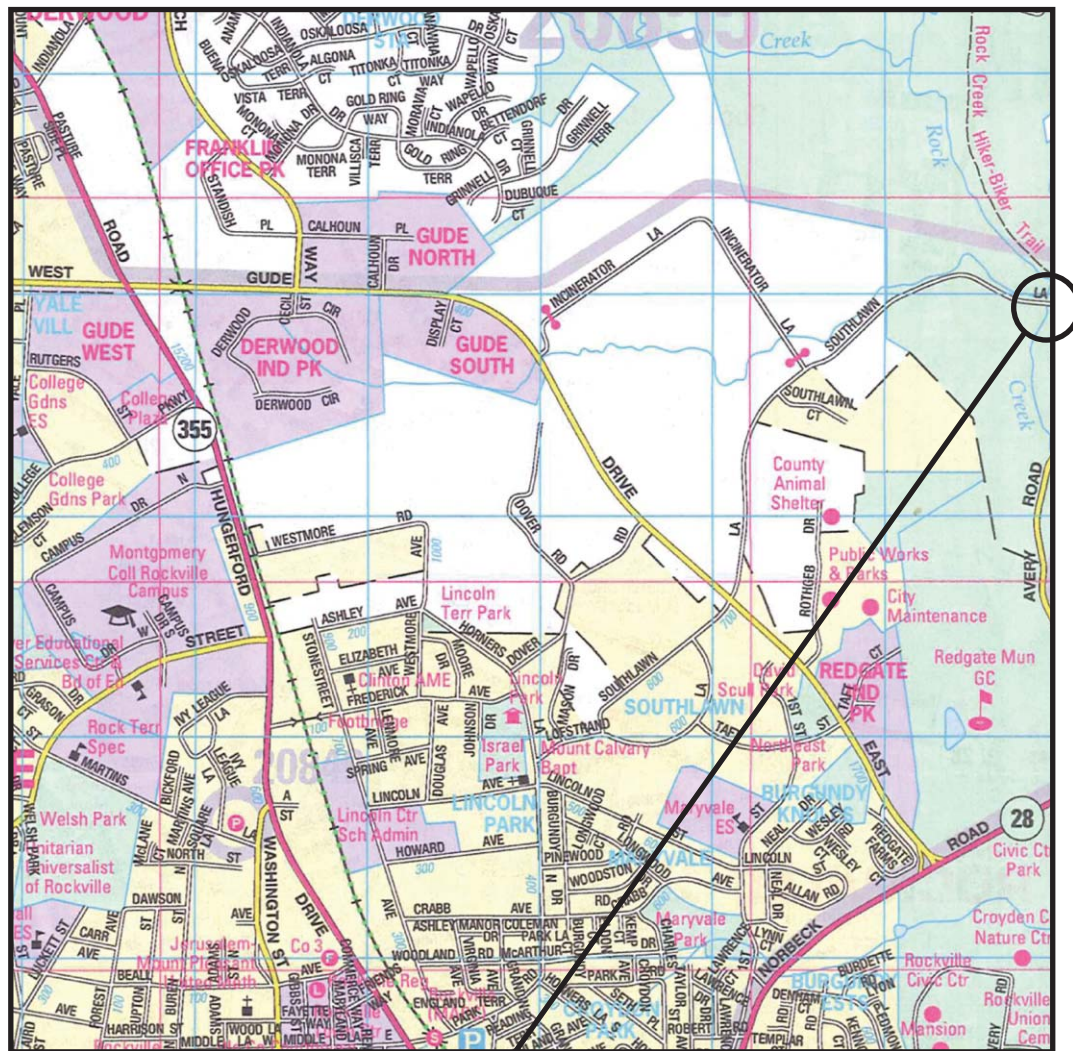
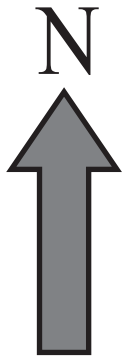
ADC Street Grid Location: 4808-J-2
2010 Edition

ADC Street Grid Location 3-G-5
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. M-0050
Southlawn Lane over Rock Creek

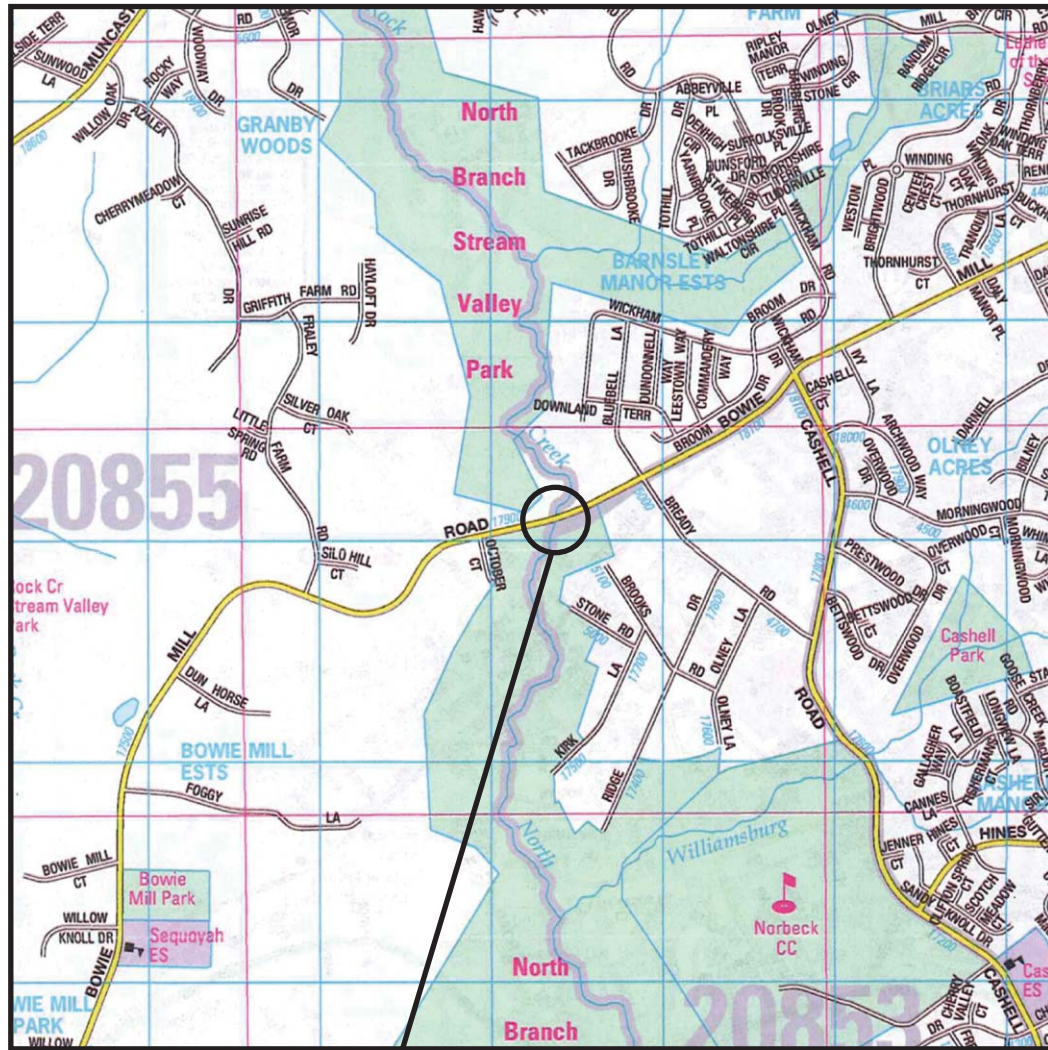
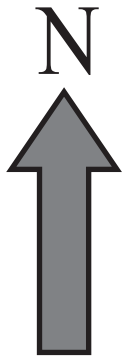
ADC Street Grid Location: 5164-K-4
2010 Edition

ADC Street Grid Location 29-F-2
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. M-0069
Bowie Mil Road over
Rock Creek North Branch

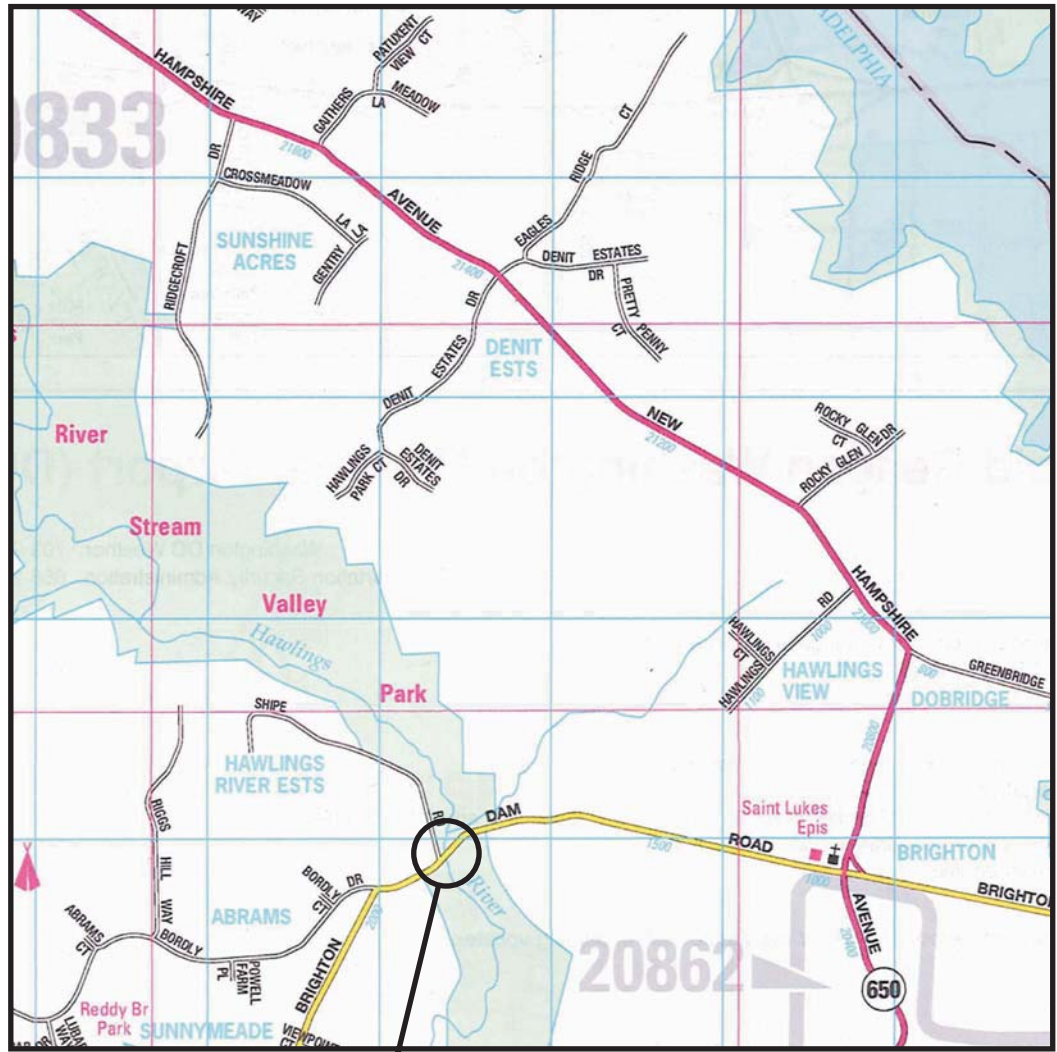
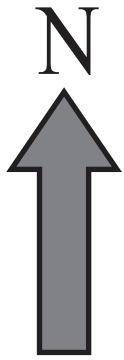
ADC Street Grid Location: 5049-D-6
2010 Edition

ADC Street Grid Location 20-K-7
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. M-0108
Brighton Dam Road
over Hawlings River

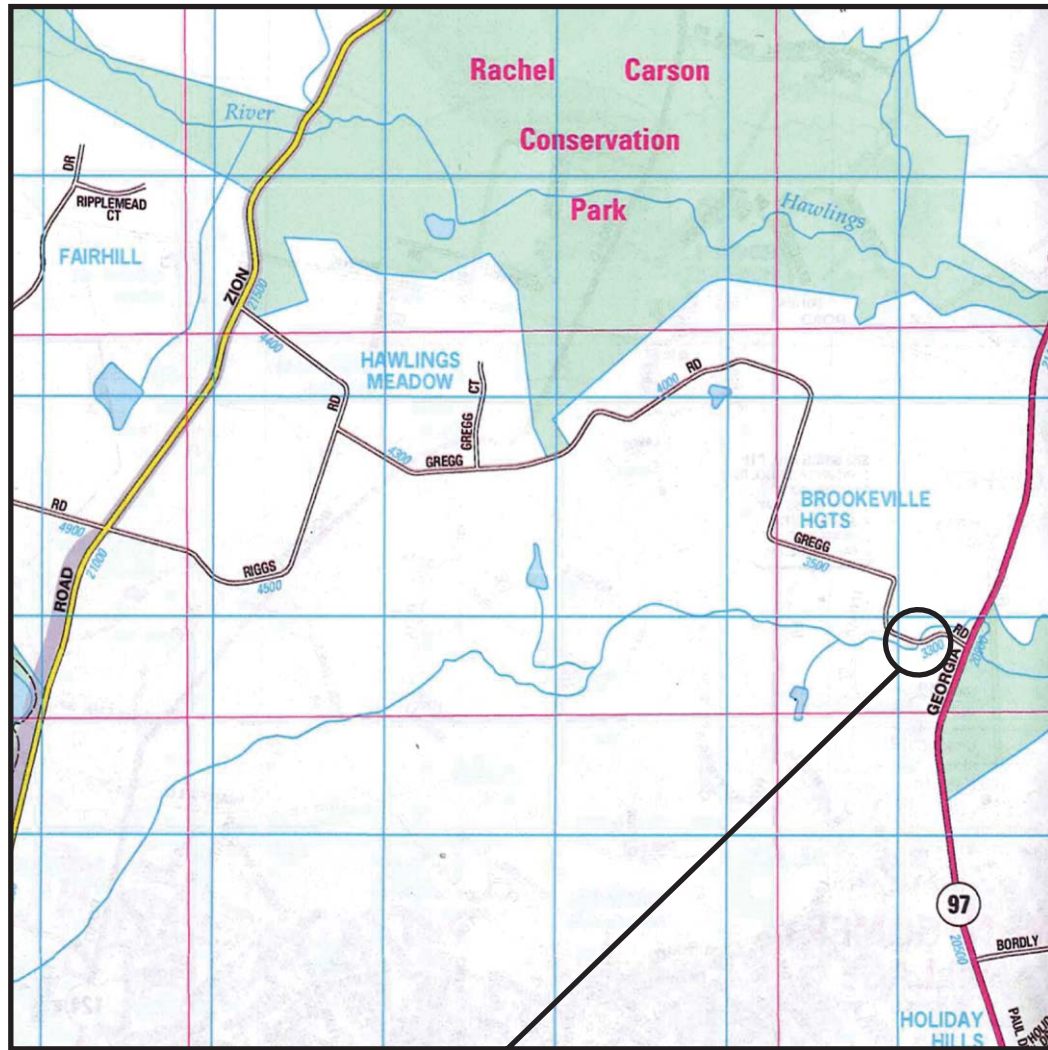
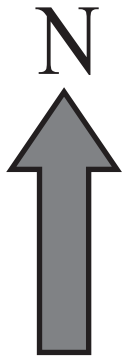
ADC Street Grid Location: 4932-D-10
2010 Edition

ADC Street Grid Location 12-J-12
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. M-0119B
Gregg Road over
Hawlings River Tributary

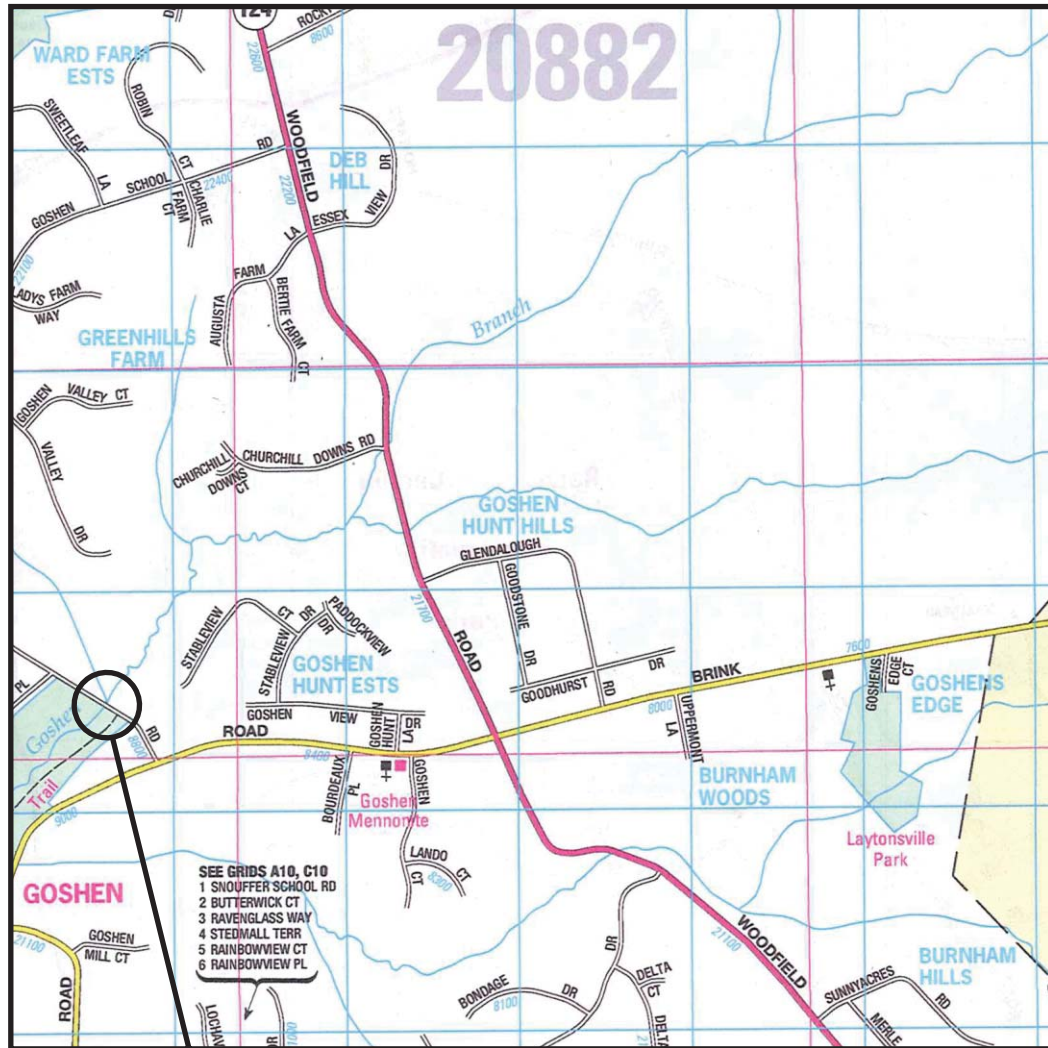
ADC Street Grid Location: 4931-K-9

ADC Street Grid Location 12-E-11
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. M-0141
Huntmaster Road over
Goshen Branch

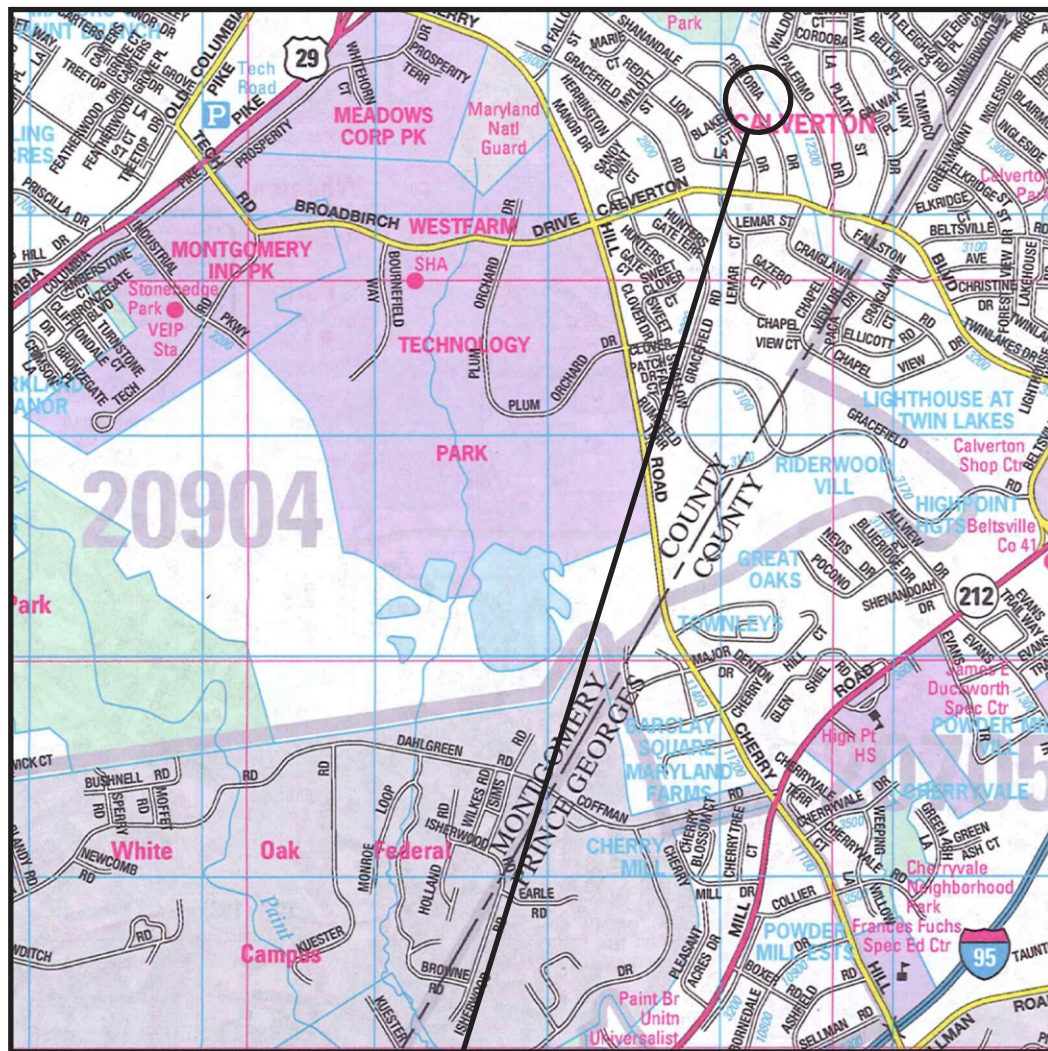
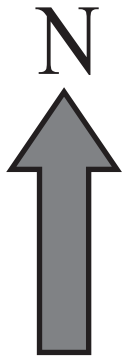
ADC Street Grid Location: 4930-A-7
2010 Edition

ADC Street Grid Location 10-H-9
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. P-10
Pretoria Drive
over Little Paint Branch

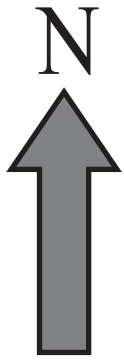
ADC Street Grid Location: 5287-J-1

ADC Street Grid Location 32-C-11
Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
Permitted Use Number 20113215



Bridge No. P-37
 Montgomery Village
 Pedestrian Walkway
 over Lake Whetstone

ADC Street Grid Location: 5047-H-4
 2010 Edition

ADC Street Grid Location 19-E-4
 Previous Editions

LOCATION MAP

SCALE: 1" = 2,000'

Copyright ADC The Map People
 Permitted Use Number 20113215

MCDOT SPECIAL PROVISIONS

APPENDIX B
BRIDGE SKETCH

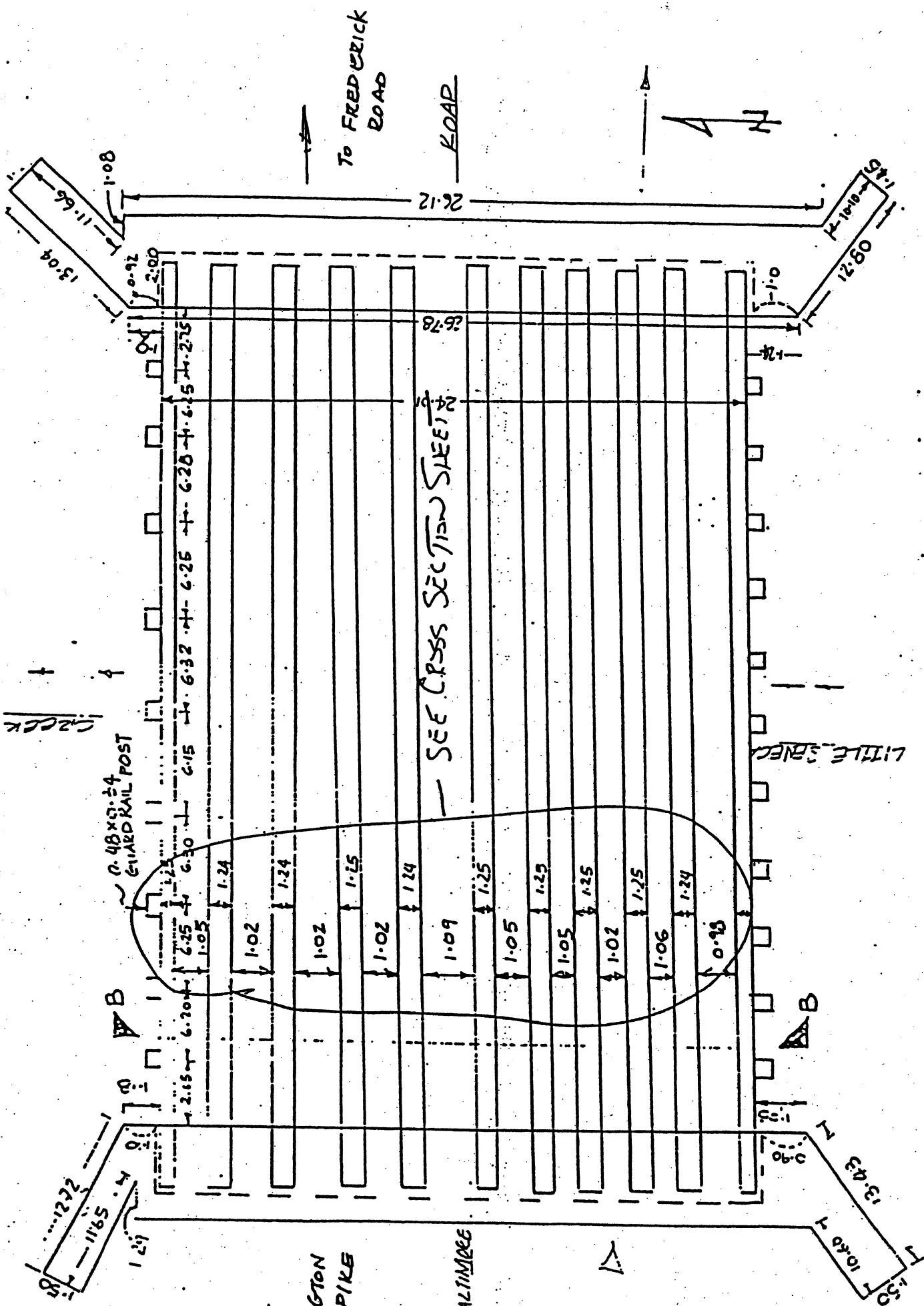
Notes:

- 1. The sketches of existing bridges were developed by others (Except Bridge P-10). They may not represent the field conditions.**
- 2. All dimensions shown on the sketch are approximate and require field verification by the Contractor.**

MCDOT SPECIAL PROVISIONS

BRIDGE M-0001

SKETCH

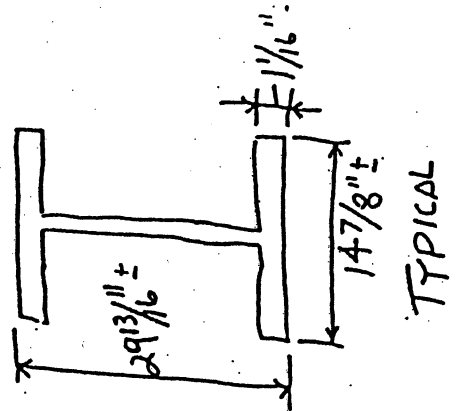
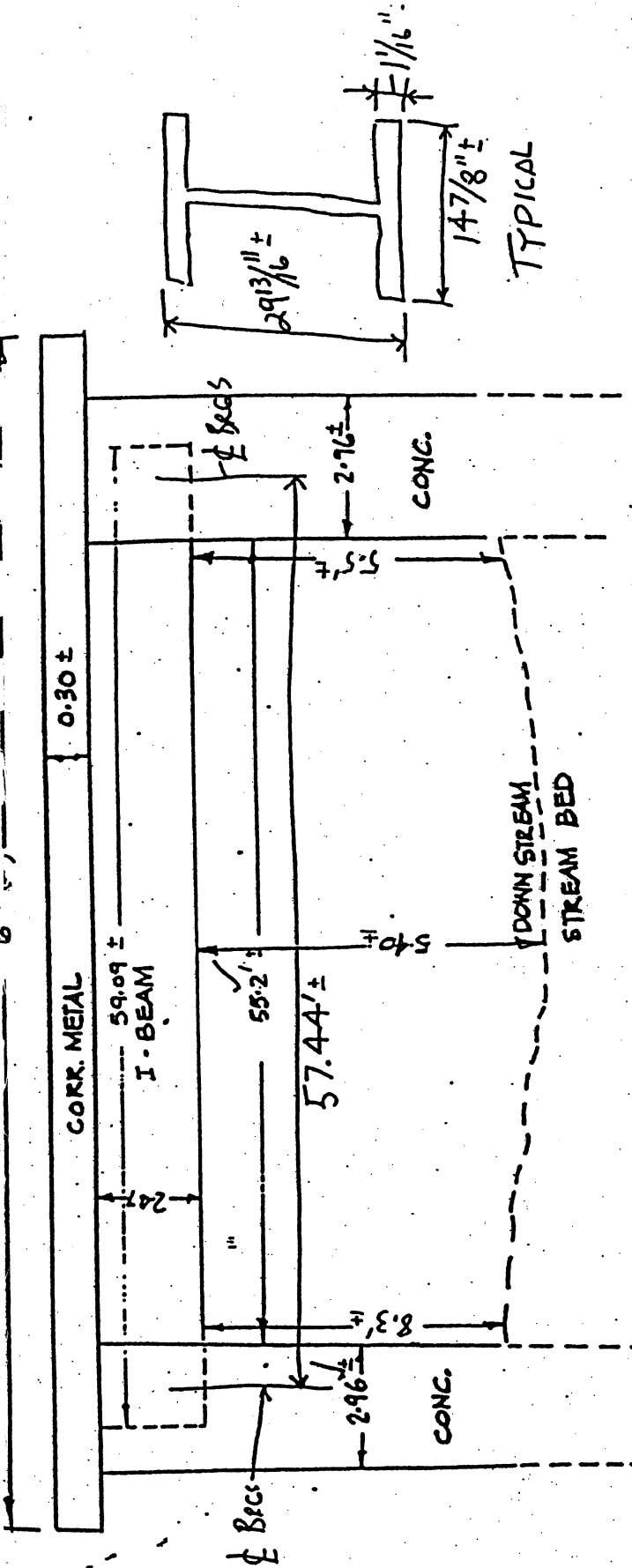


M-0001

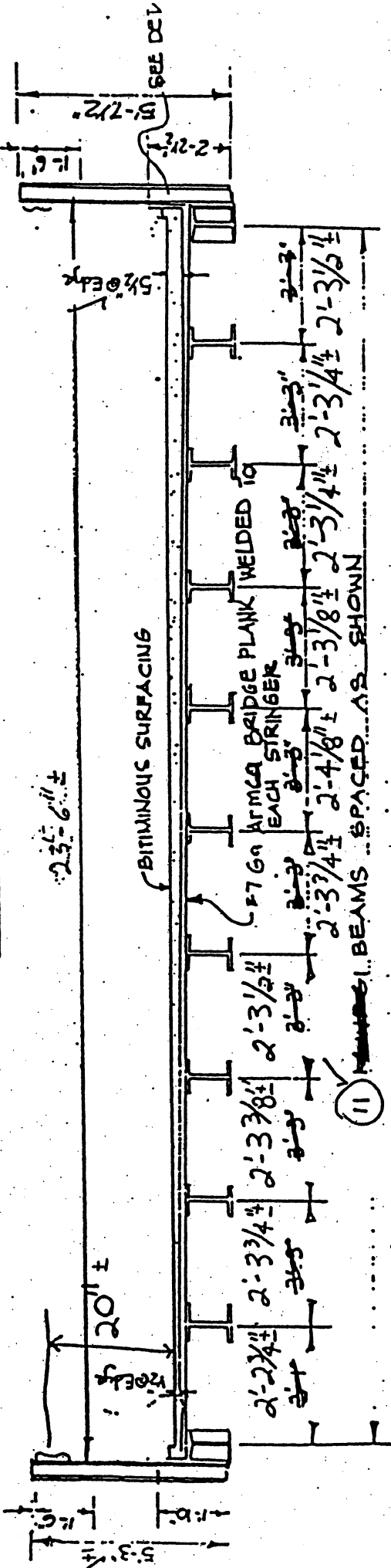
1/20/11

BRIDGE NO. 1
 REPRODUCED FROM 1993 REPORT

PLAN



SOUTH ELEVATION



All Exposed Metal surfaces Galvanized, have Received coats of An Approved Paint with the Final coat A light green

SECTION B-B
SCALE: 1/4" = 1'-0"

Montgomery County
Bridge # M-0001
West Old Baltimore Road Over Little Seneca Creek

Bridge Inspection

PREPARED FROM 1993 REPORT

BRIDGE NO. 1

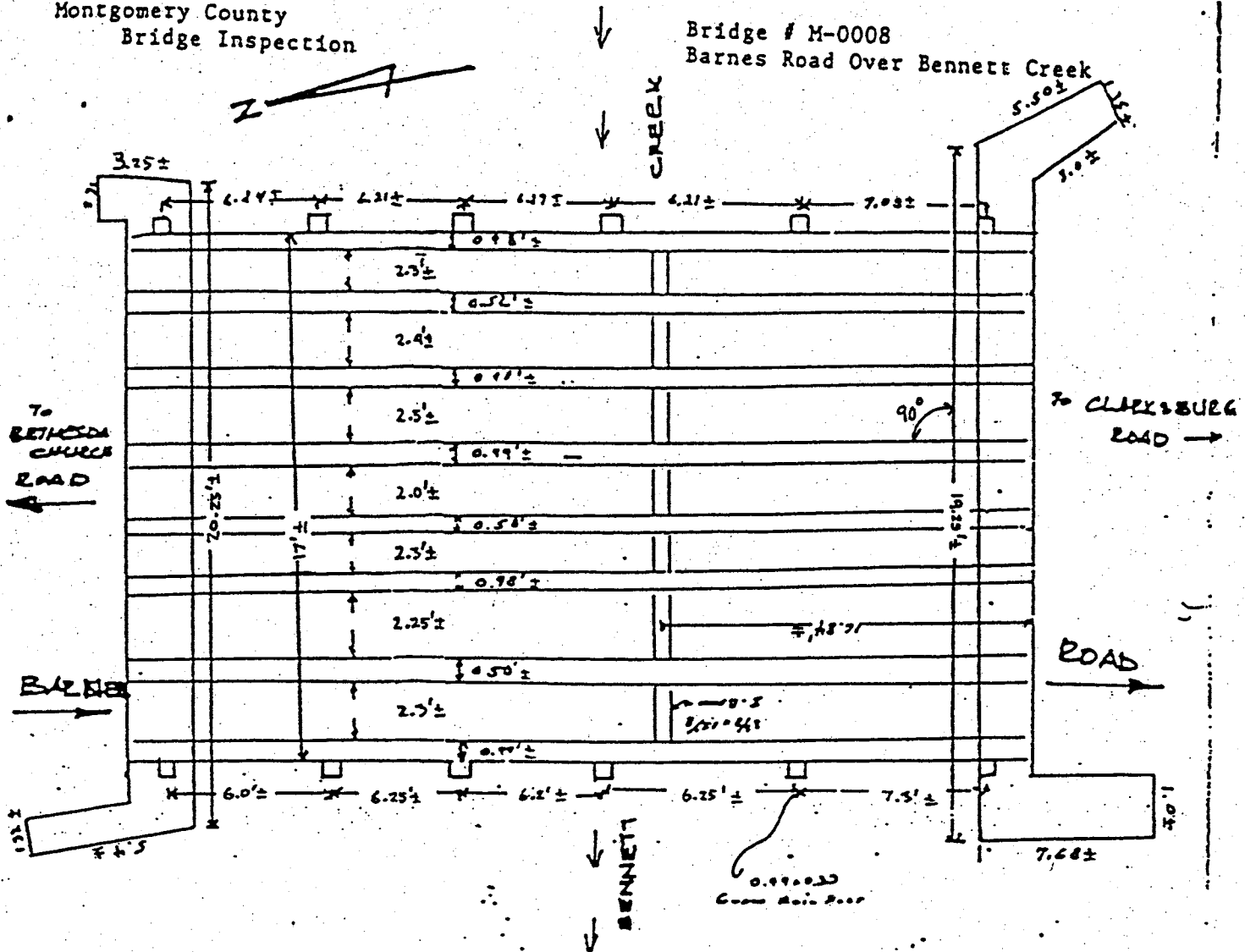
MCDOT SPECIAL PROVISIONS

BRIDGE M-0008

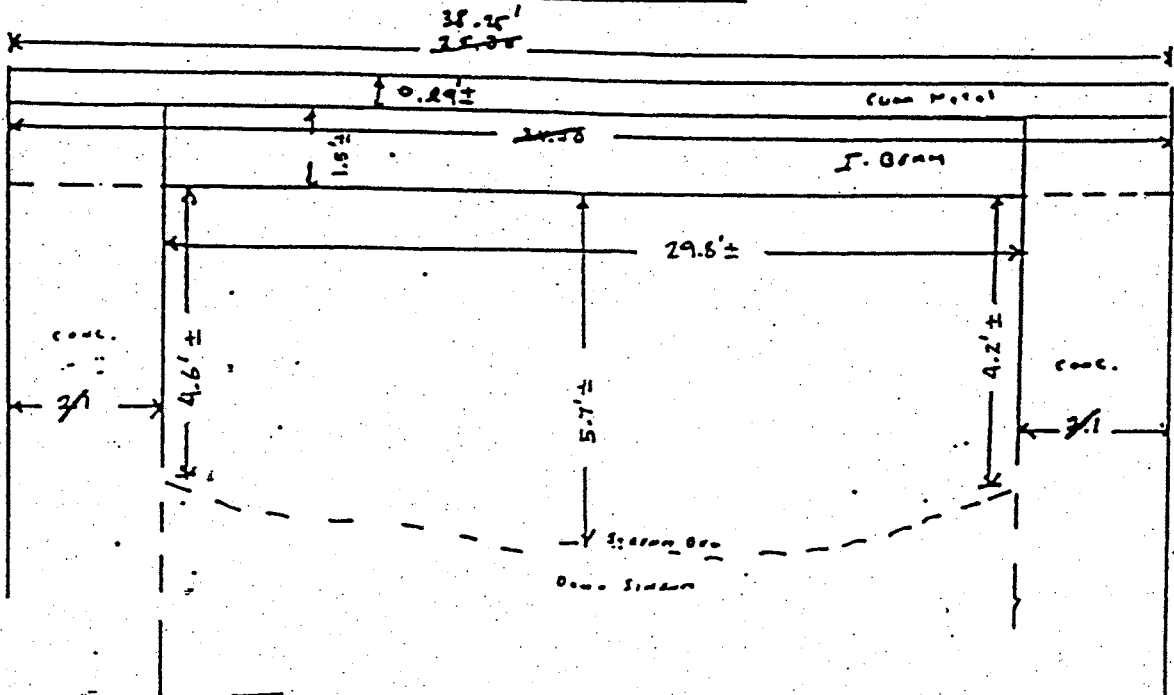
SKETCH

Montgomery County
Bridge Inspection

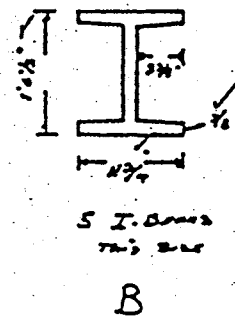
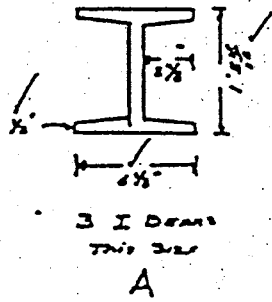
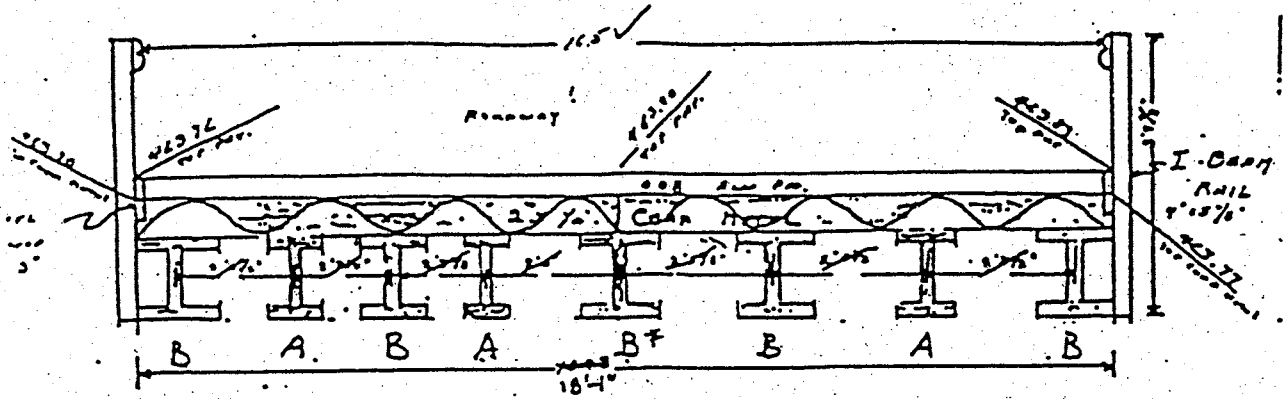
Bridge # M-0008
Barnes Road Over Bennett Creek



PLAN

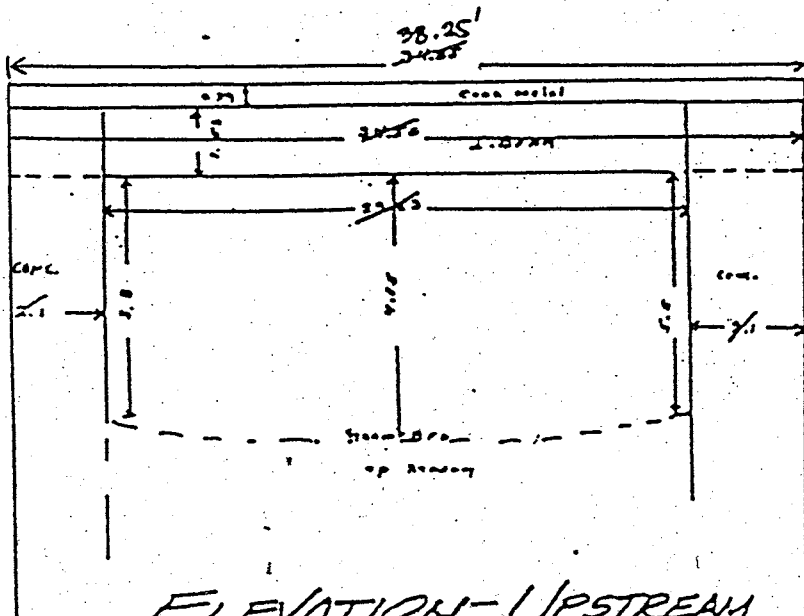


ELEVATION - DOWNSTREAM



SECTION

B* - Flange thickness = 3/8"



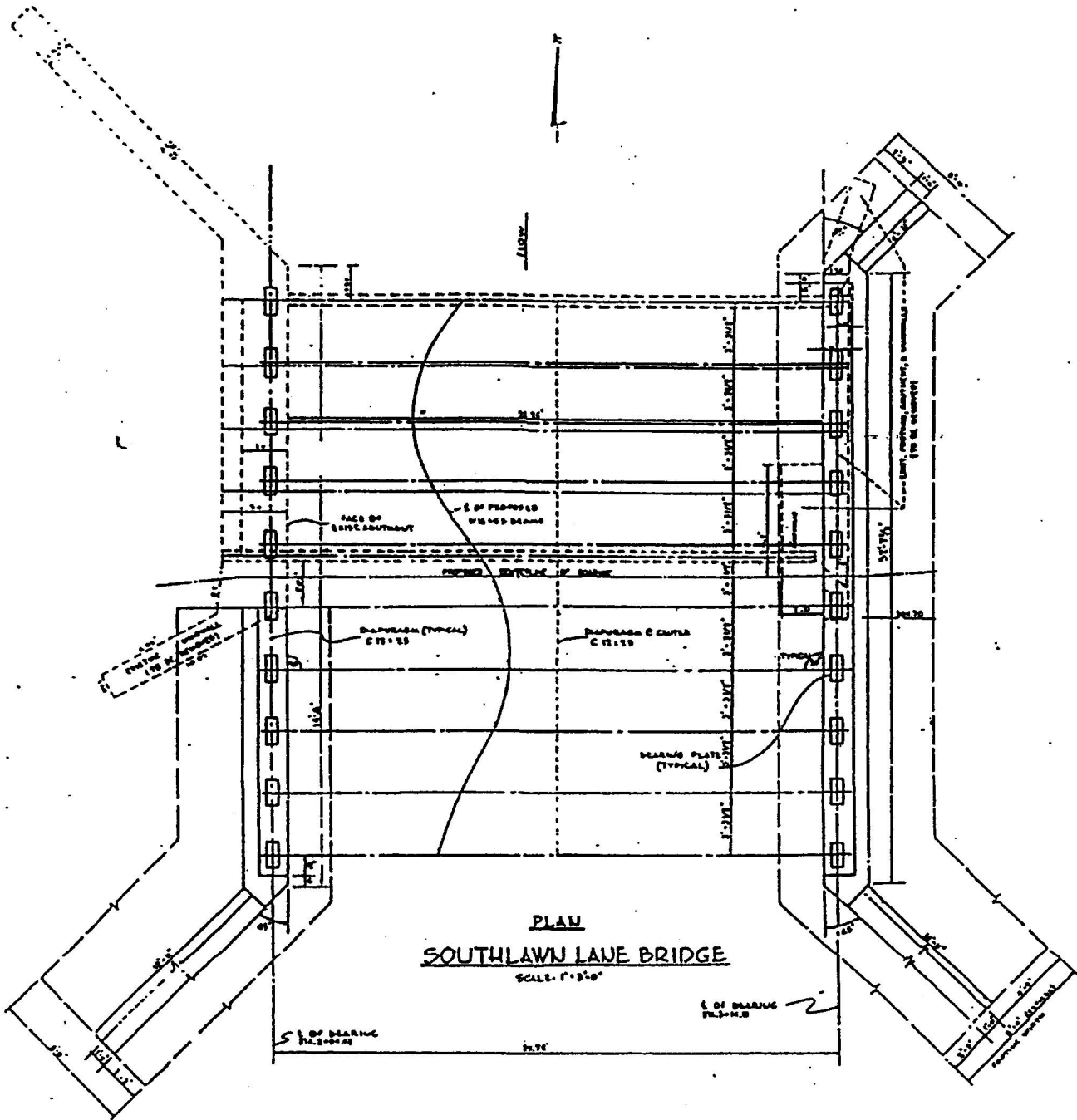
ELEVATION-UPSTREAM

BRIDGE NO. 8

MCDOT SPECIAL PROVISIONS

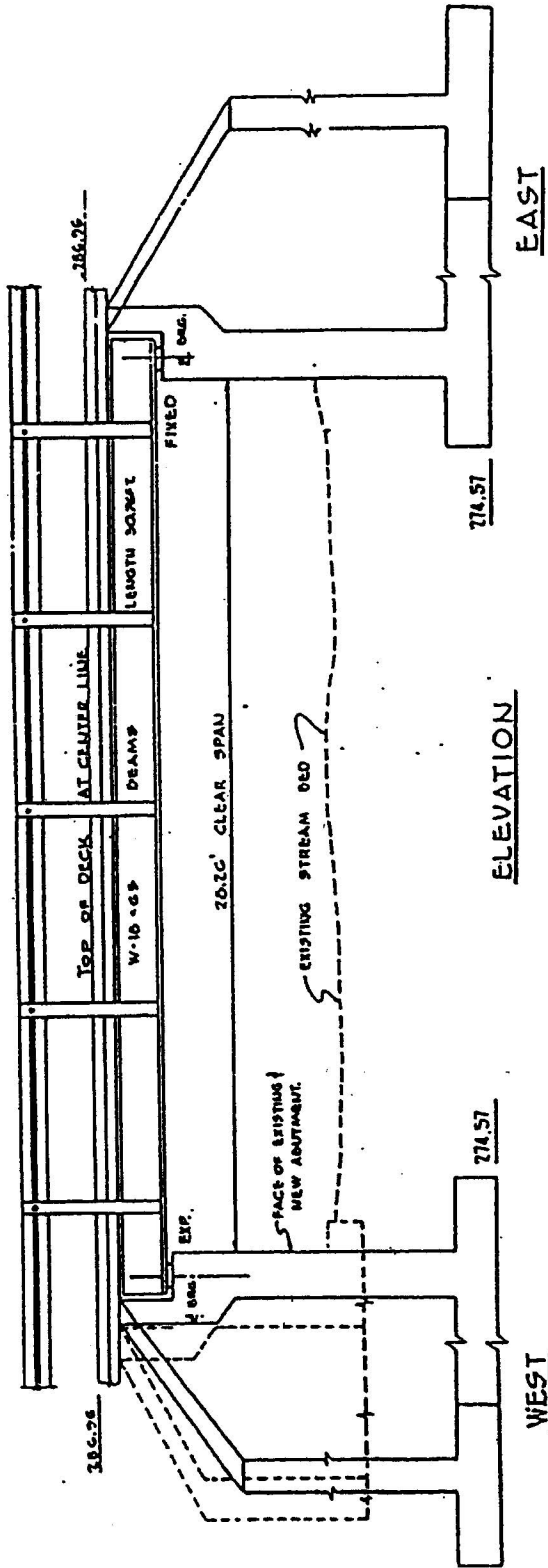
BRIDGE M-0050

SKETCH



PLAN
SOUTHLAWN LANE BRIDGE
 SCALE: 1"=30'

MONTGOMERY COUNTY
 BRIDGE NO. M-0050
 SOUTHLAWN LANE
 OVER
 ROCK CREEK

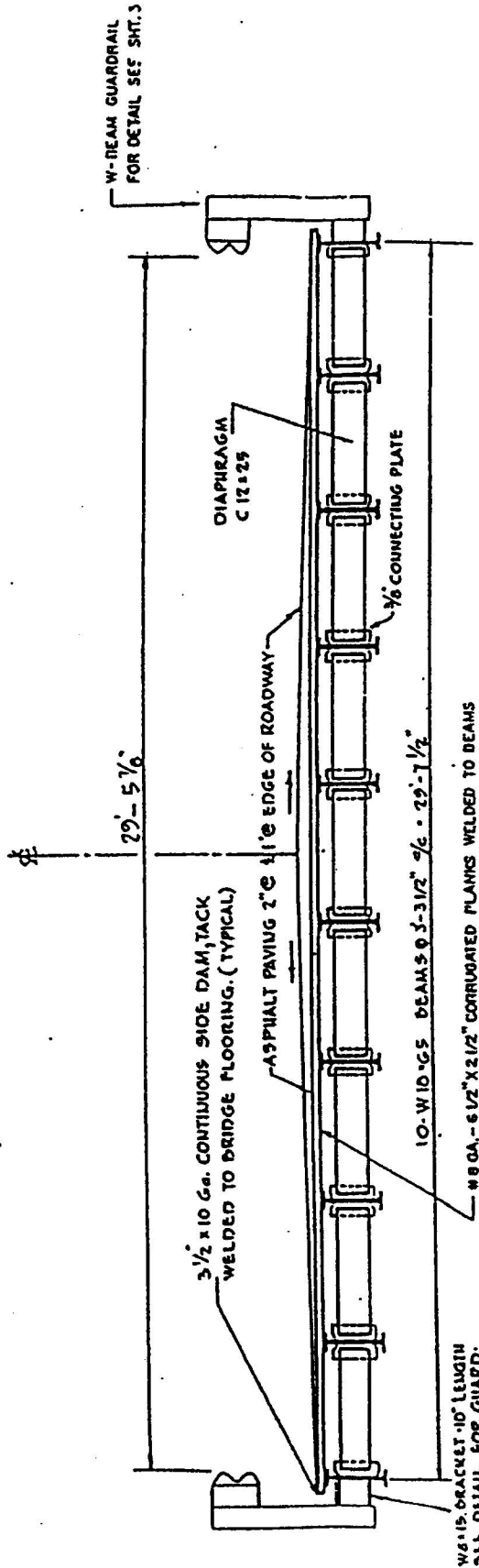


SOUTHLAWN LANE BRIDGE

SCALE 1" = 5'-0"

Vertical Clearance between bottom of beam and top of water: 6.4' based on 2011 bridge inspection report

MONTGOMERY COUNTY
 BRIDGE NO. 31-0050
 SOUTHLAWN LANE
 OVER
 ROCK CREEK



TYPICAL SECTION OF DECK

SCALE: 1/8" = 1'-0"

MONTGOMERY COUNTY
 BRIDGE NO. M-0050
 SOUTHLAWN LANE
 OVER
 ROCKY CREEK

IFB No. _____
MCDOT CIP Project No. 0500313
Bridge Preservation-County Wide IX

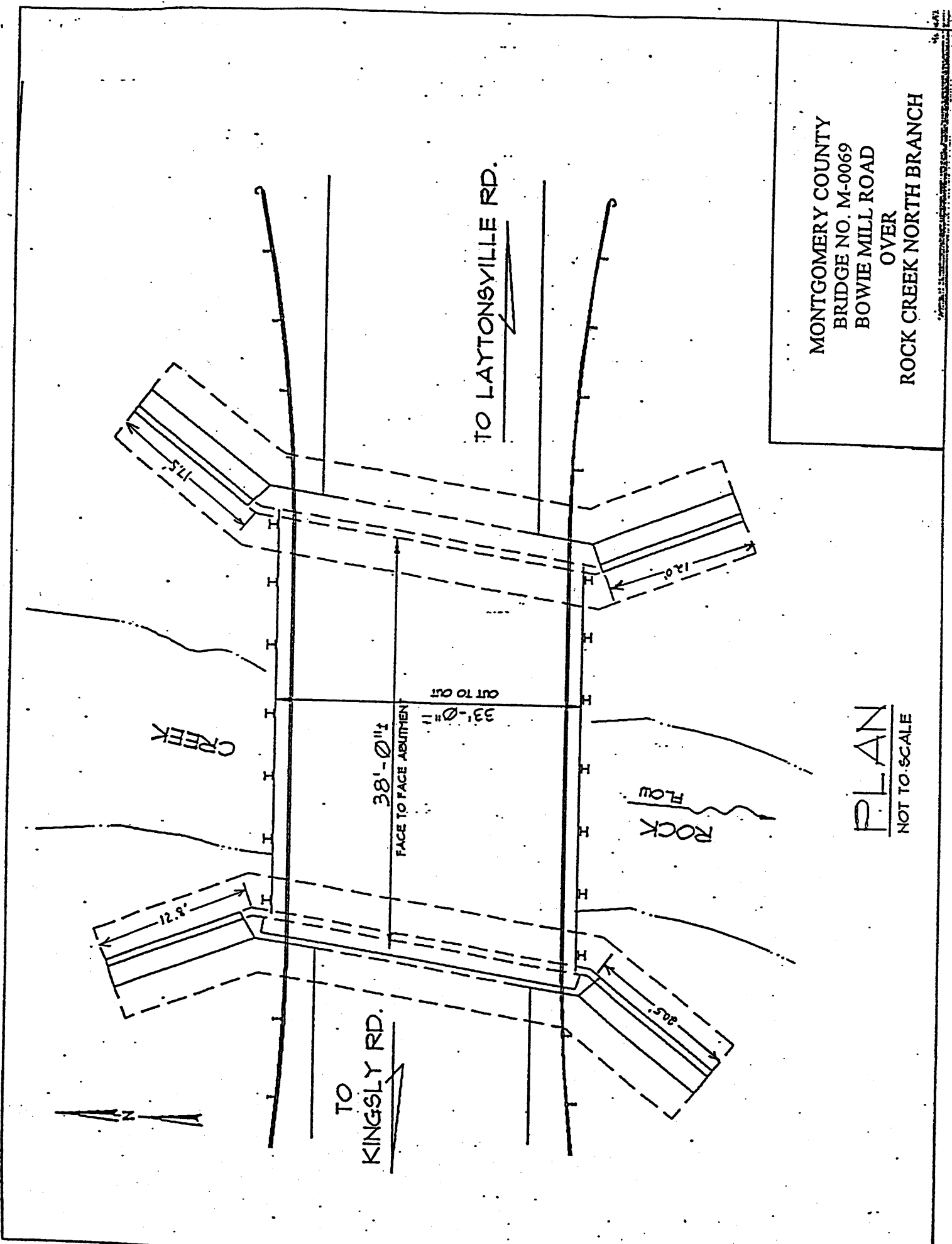
MCDOT SPECIAL PROVISIONS

BRIDGE M-0069

SKETCH

MONTGOMERY COUNTY
BRIDGE NO. M-0069
BOWIE MILL ROAD
OVER
ROCK CREEK NORTH BRANCH

PLAN
NOT TO SCALE



38'-0" ±

FACE TO FACE ABUTMENT

TRAFFIC BARRIER

TOP OF ROADWAY

Vertical Clearance between bottom of beam and top of water: 7.3' based on 2011 bridge inspection report

ELEVATION

NOT TO SCALE

MONTGOMERY COUNTY
BRIDGE NO. M-0069
BOWIE MILL ROAD
OVER
ROCK CREEK NORTH BRANCH

32.1' CLEAR ROADWAY

4.5' SHOULDER

W-BEAM TRAFFIC BARRIER (TYP.)

SHOULDER 4.7'

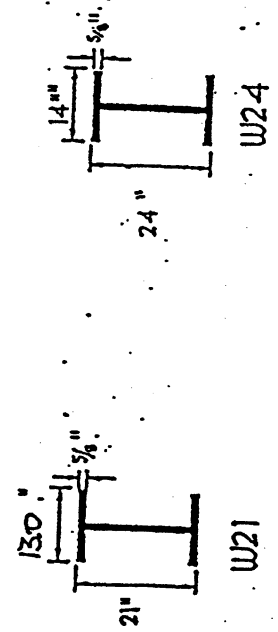
4" ASPHALT PAVING @ 1" EDGE

4" WF DIAPHRAGMS

10 GALV. ARMO BRIDGE FLANK

10 @ 2'-9" ±

12 - 24" STEEL BEAMS W/ONE W21 @ CENTER



SECTION

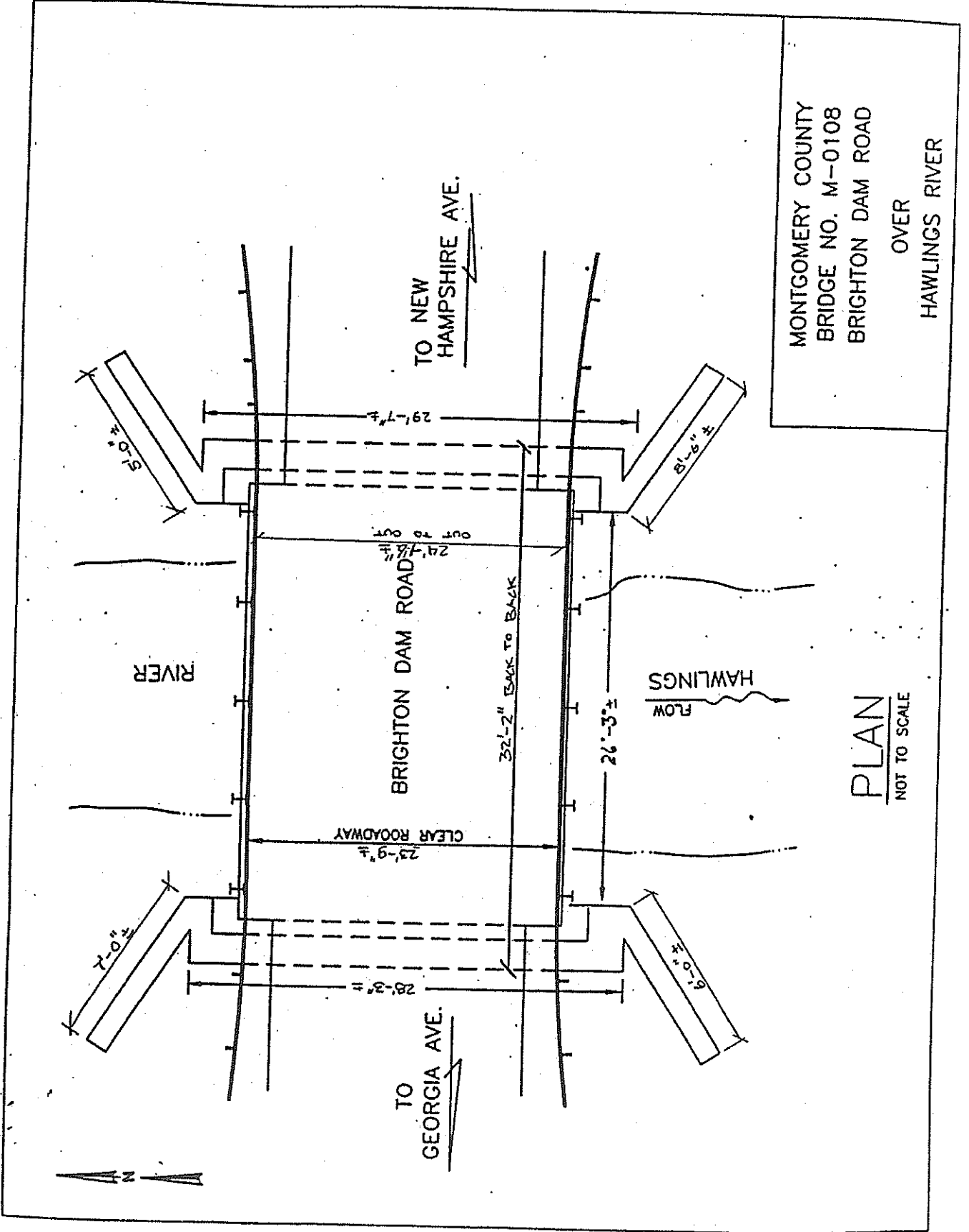
NOT TO SCALE

MONTGOMERY COUNTY
BRIDGE NO. M-0069
BOWIE MILL ROAD
OVER
ROCK CREEK NORTH BRANCH

MCDOT SPECIAL PROVISIONS

BRIDGE M-0108

SKETCH

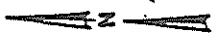


MONTGOMERY COUNTY
 BRIDGE NO. M-0108
 BRIGHTON DAM ROAD
 OVER
 HAWLINGS RIVER

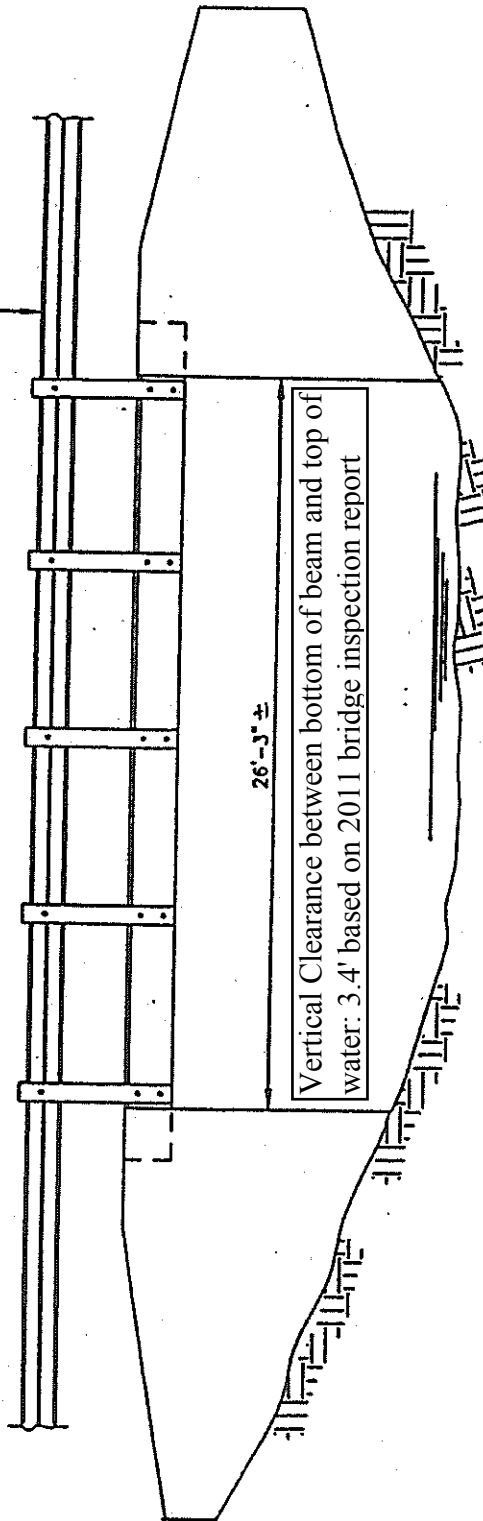
PLAN
 NOT TO SCALE

TO NEW
 HAMPSHIRE AVE.

TO
 GEORGIA AVE.



W-BEAM GUARD RAIL
MODIFIED STD. MD 660.01
TRAFFIC BARRIER

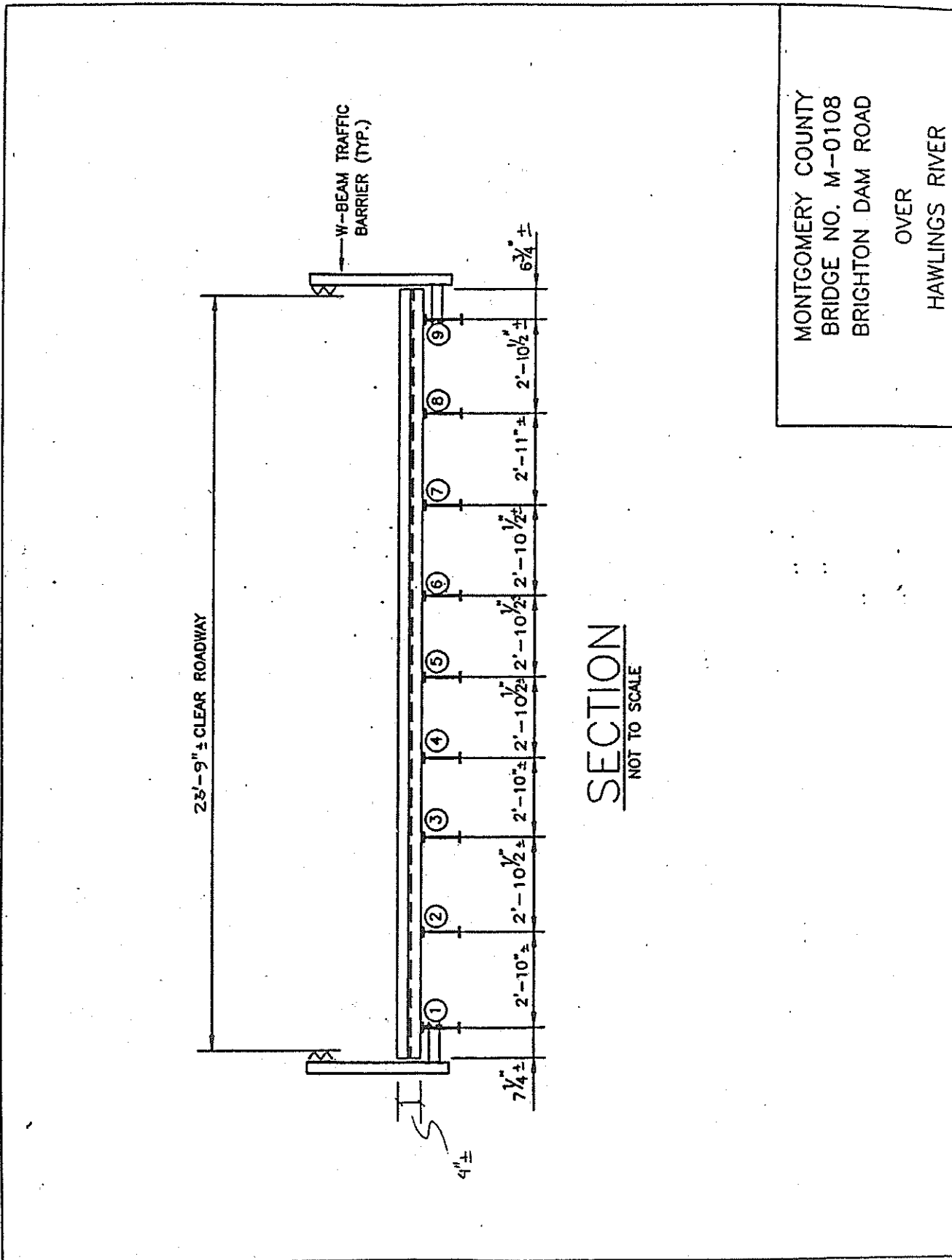


Vertical Clearance between bottom of beam and top of
water: 3.4' based on 2011 bridge inspection report

ELEVATION

NOT TO SCALE

MONTGOMERY COUNTY
BRIDGE NO. M-0108
BRIGHTON DAM ROAD
OVER
HAWLINGS RIVER



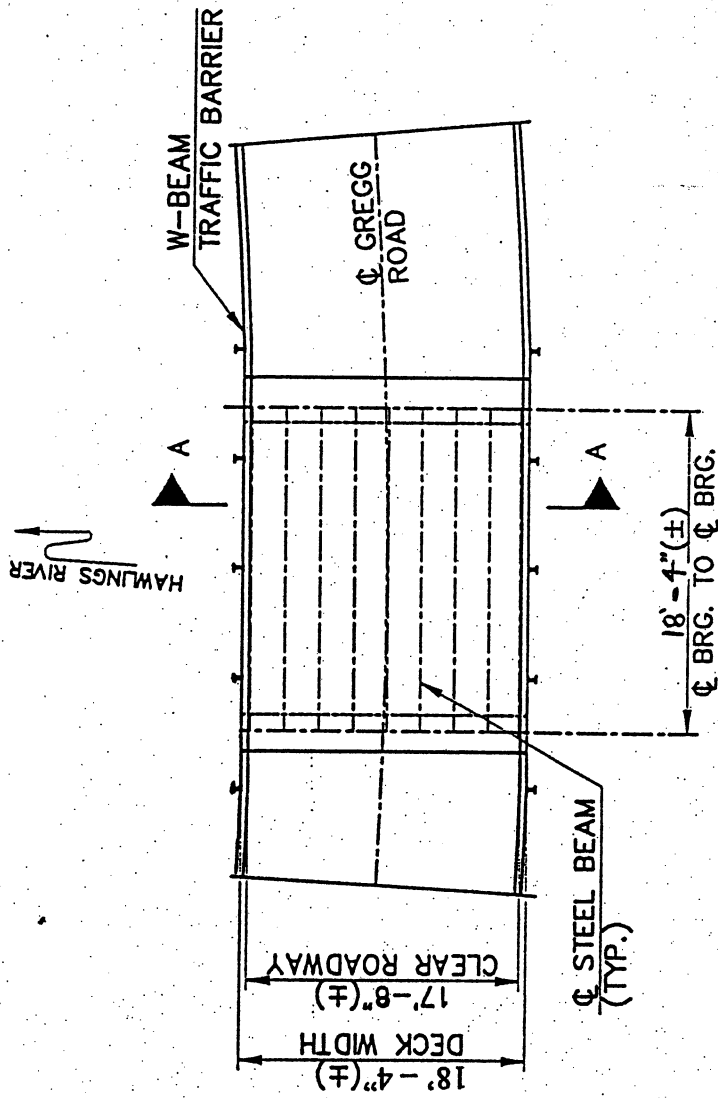
MONTGOMERY COUNTY
 BRIDGE NO. M-0108
 BRIGHTON DAM ROAD
 OVER
 HAWLINGS RIVER

MCDOT SPECIAL PROVISIONS

BRIDGE M-0119B

SKETCH

APPROXIMATE 

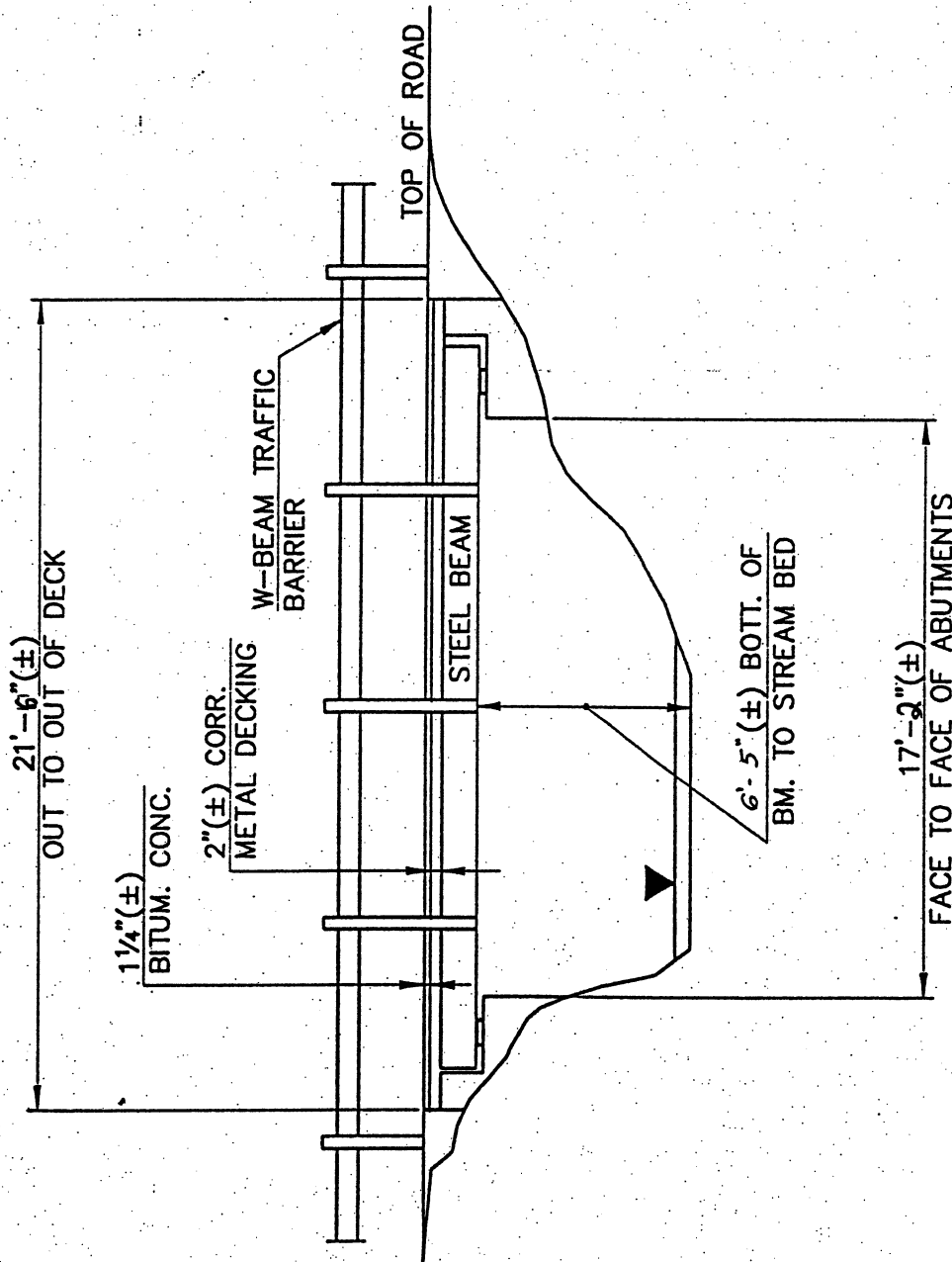


PLAN
NO SCALE

MONTGOMERY COUNTY
BRIDGE INSPECTION

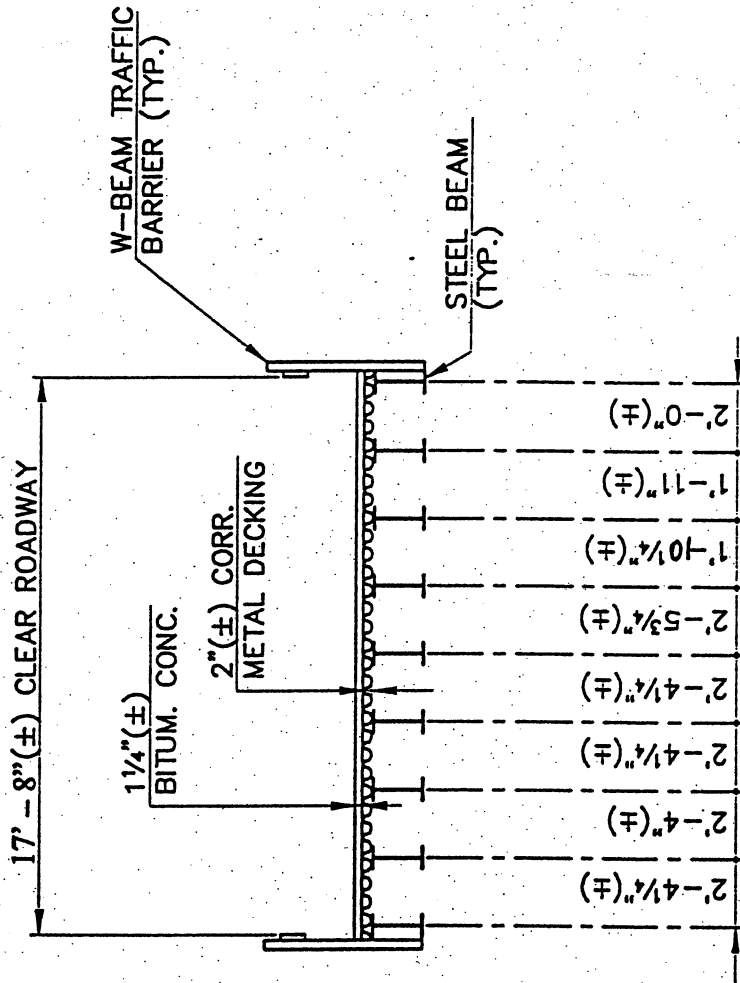
BRIDGE NO. M-119B
GREGG ROAD
OVER

HAWLINGS RIVER TRIBUTARY



SOUTH ELEVATION
NO SCALE

MONTGOMERY COUNTY
BRIDGE INSPECTION
BRIDGE NO. M-119B
GREGG ROAD
OVER
HAWLINGS RIVER TRIBUTARY



SECTION A-A

NO SCALE

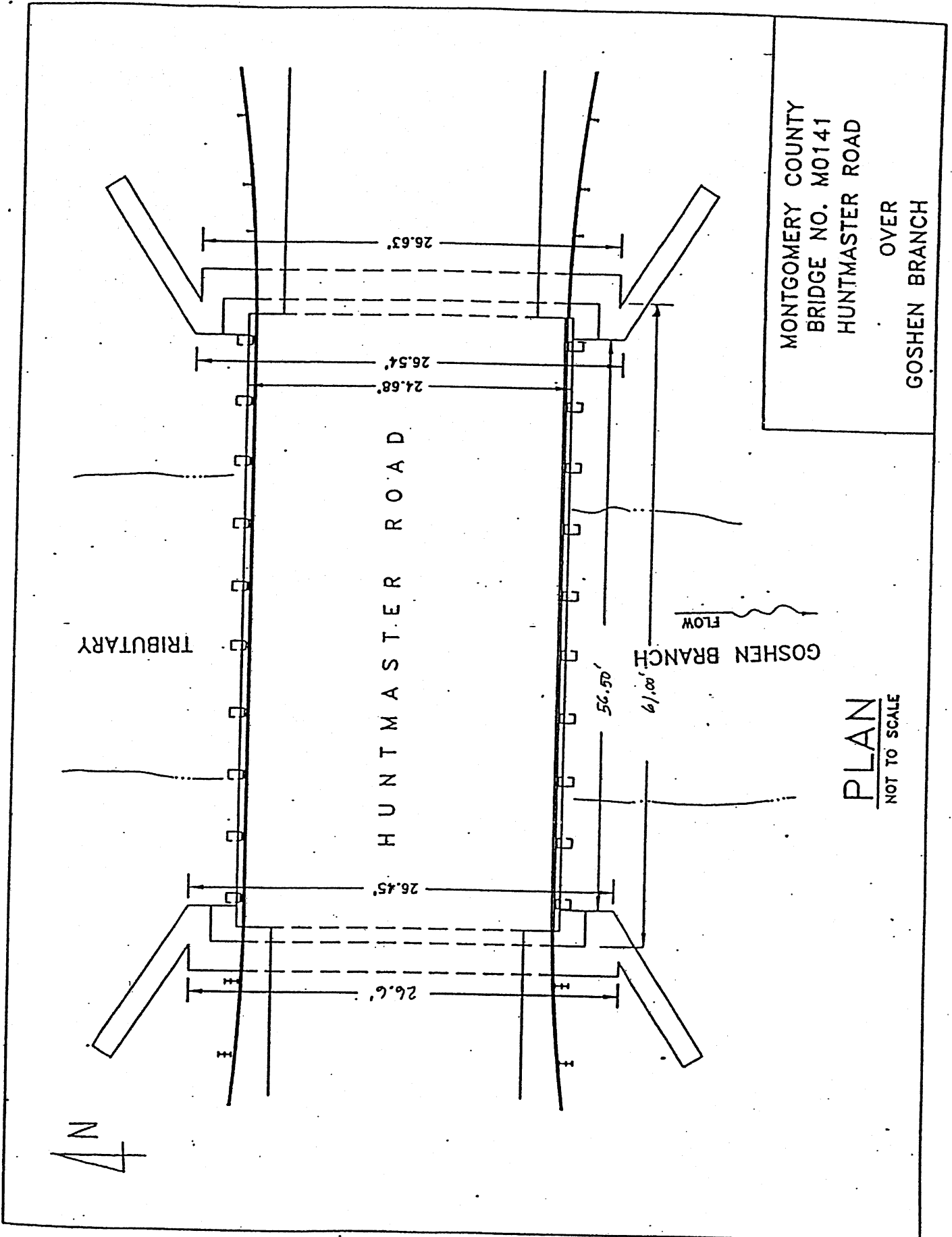
MONTGOMERY COUNTY
 BRIDGE INSPECTION
 BRIDGE NO. M-119B
 GREGG ROAD
 OVER
 HAWLINGS RIVER TRIBUTARY

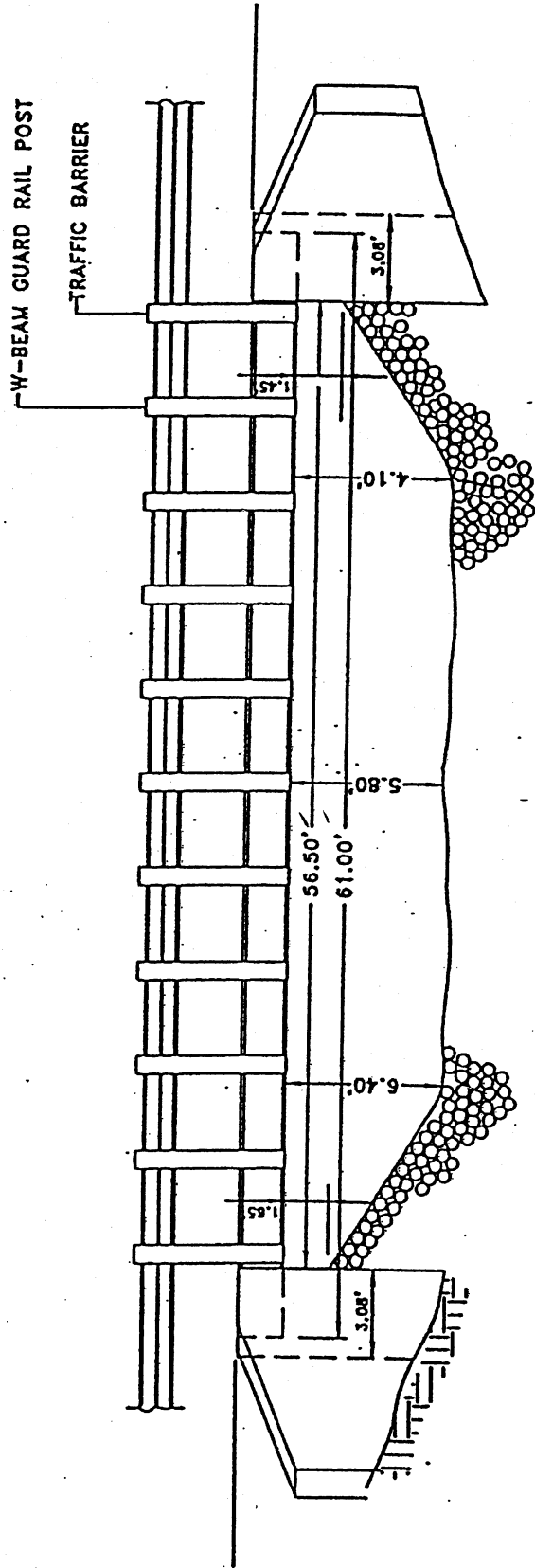
BEAM DIMENSIONS	
0623/2011	12 1/4" (±)
	6 1/2" (±)
	1/2" (±)

MCDOT SPECIAL PROVISIONS

BRIDGE M-0141

SKETCH

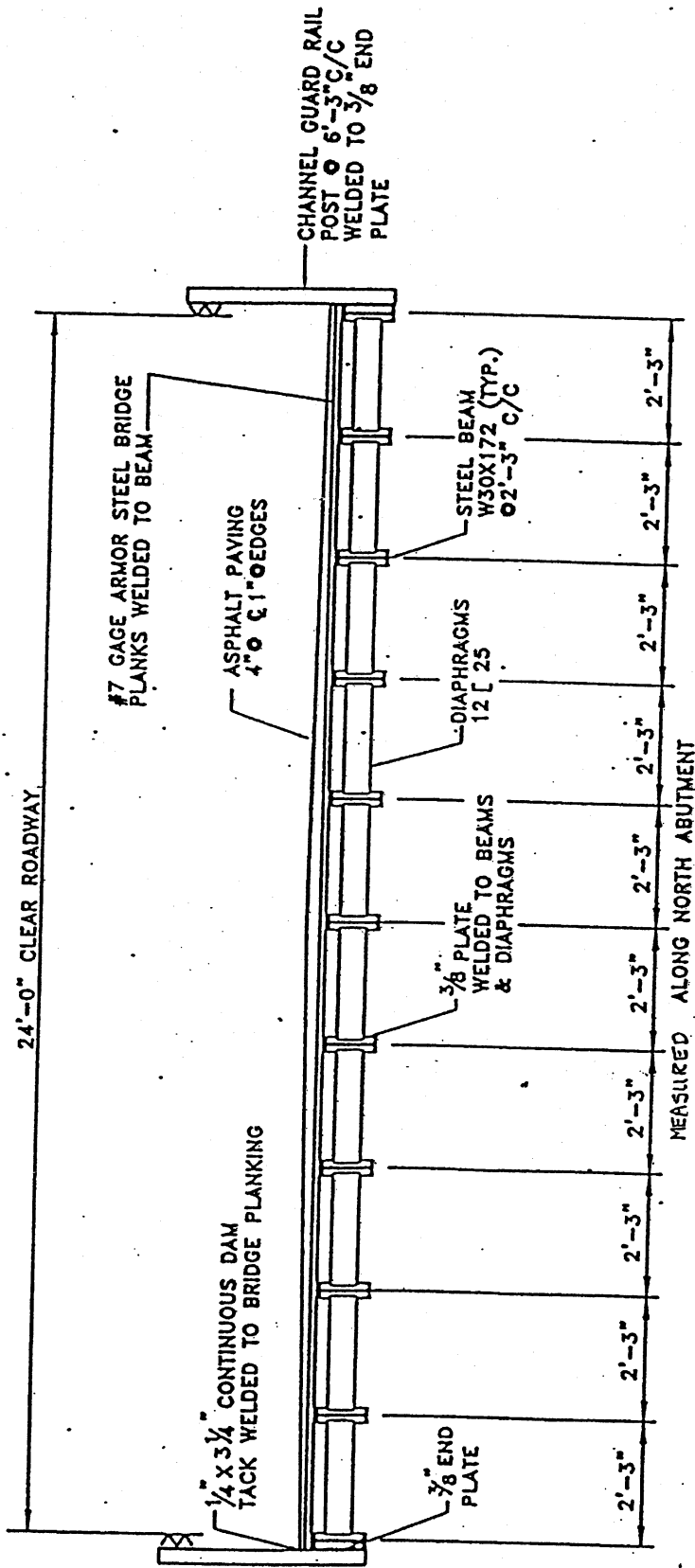




ELEVATION
NOT TO SCALE

MONTGOMERY COUNTY
BRIDGE NO. M-0141
HUNTMASTER ROAD
OVER
GOSHEN BRANCH

24'-0" CLEAR ROADWAY



SECTION
NOT TO SCALE

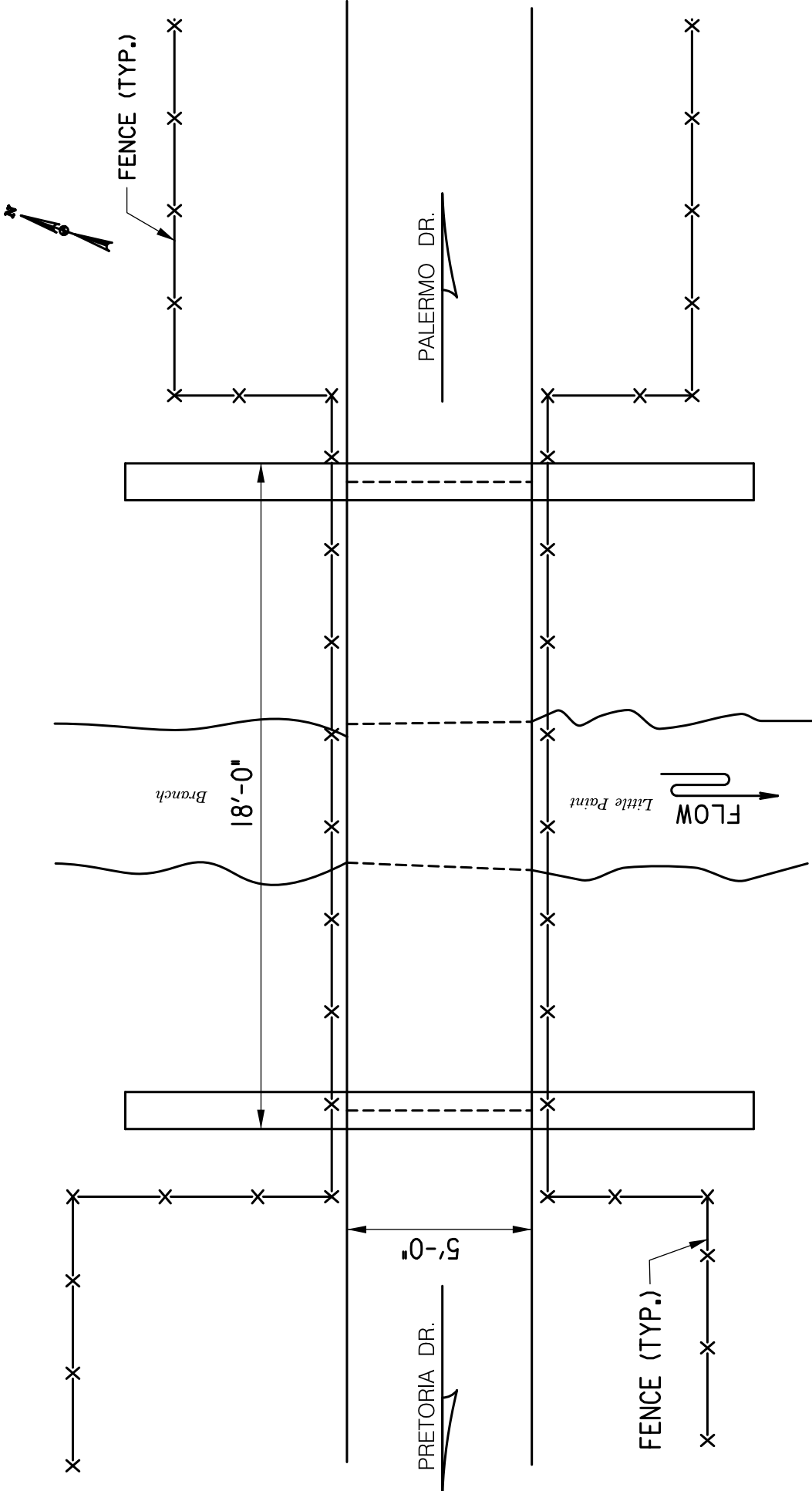
MONTGOMERY COUNTY
BRIDGE NO. M-0141
HUNTMASTER ROAD

OVER
GOSHEN BRANCH

MCDOT SPECIAL PROVISIONS

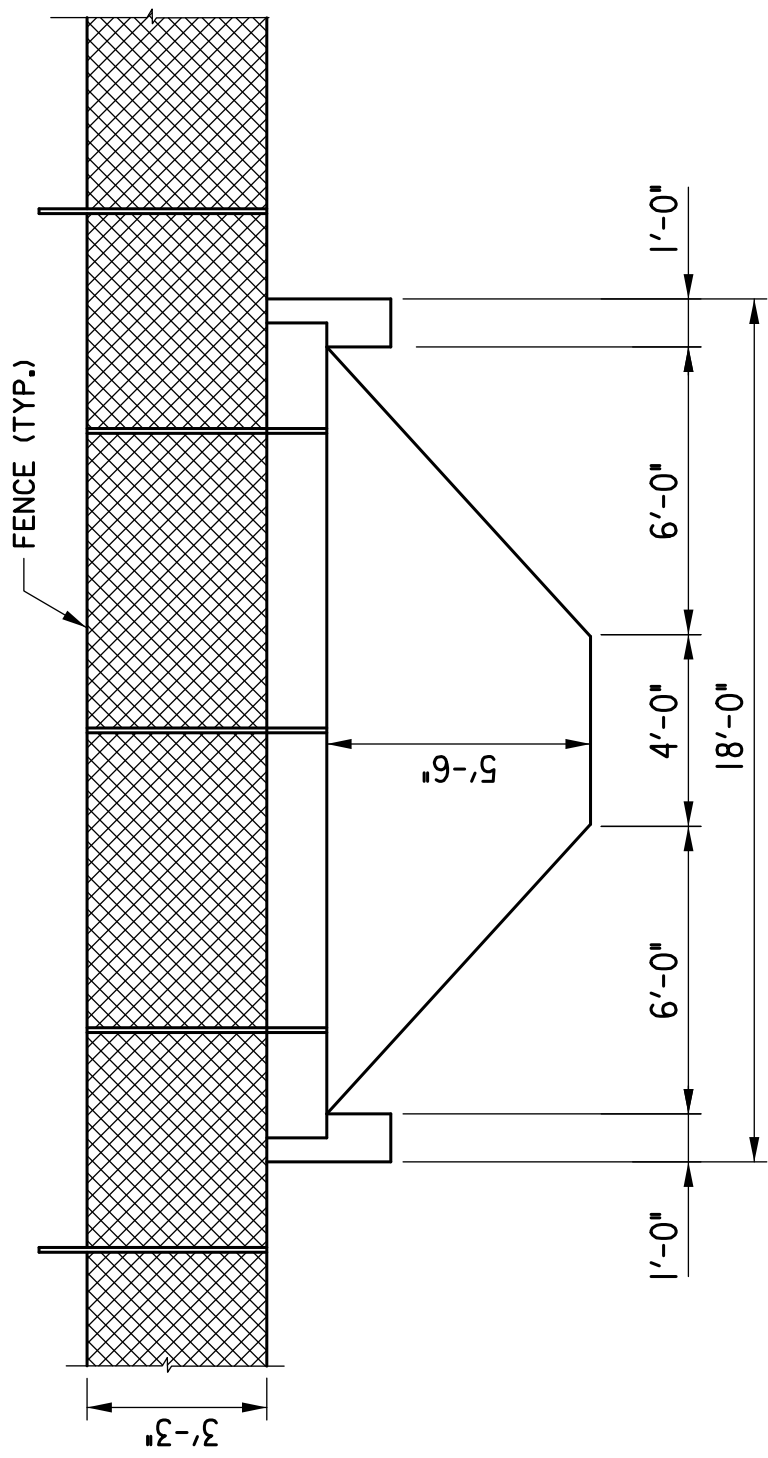
BRIDGE P-10

SKETCH



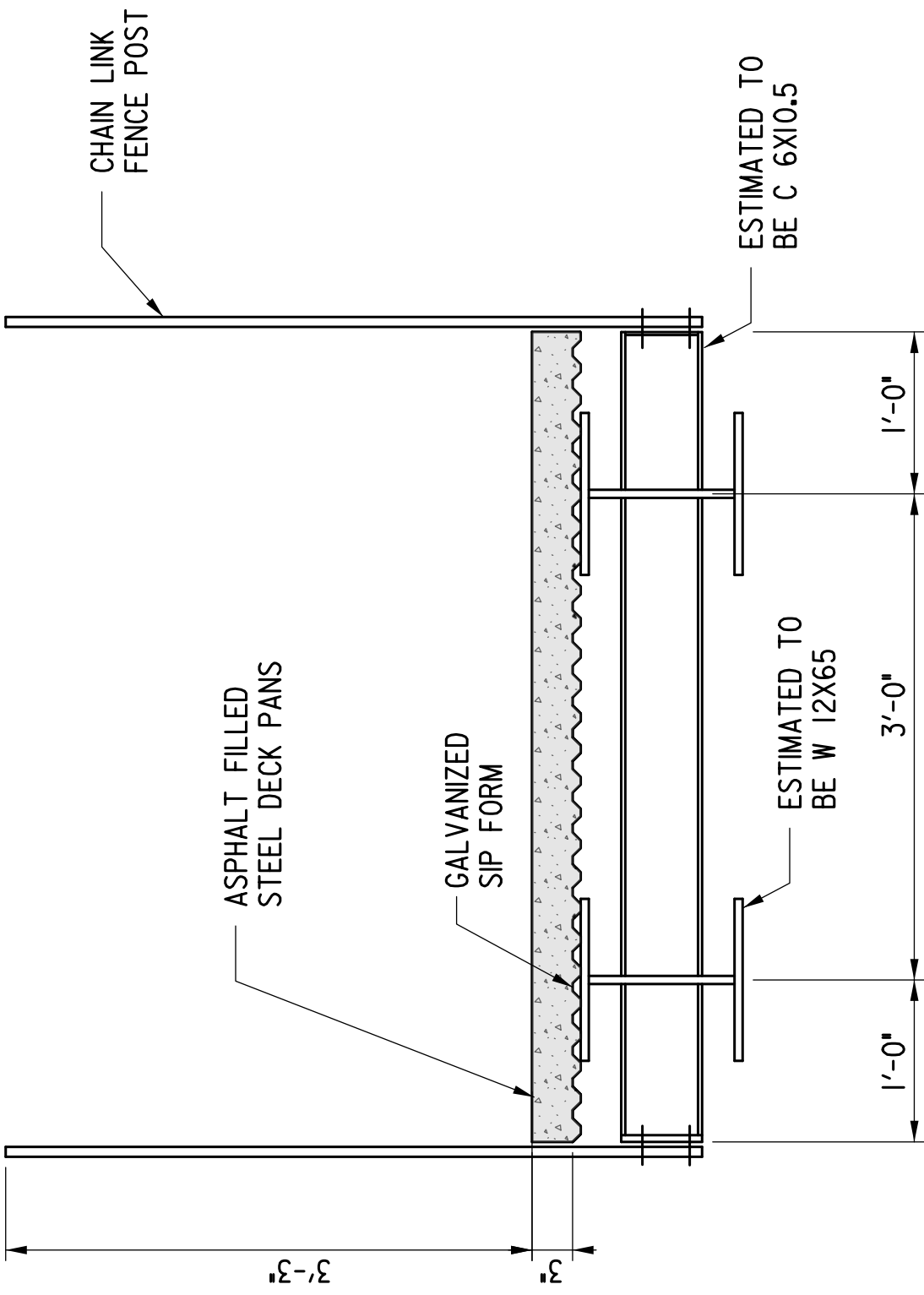
MONTGOMERY COUNTY
MARYLAND
BRIDGE NO. P-10
PRETORIA DRIVE WALKWAY
OVER
LITTLE PAINT BRANCH

PLAN
N.T.S



ELEVATION
N.T.S

MONTGOMERY COUNTY
 MARYLAND
 BRIDGE NO. P-10
 PRETORIA DRIVE WALKWAY
 OVER
 LITTLE PAINT BRANCH



CROSS SECTION
N.T.S

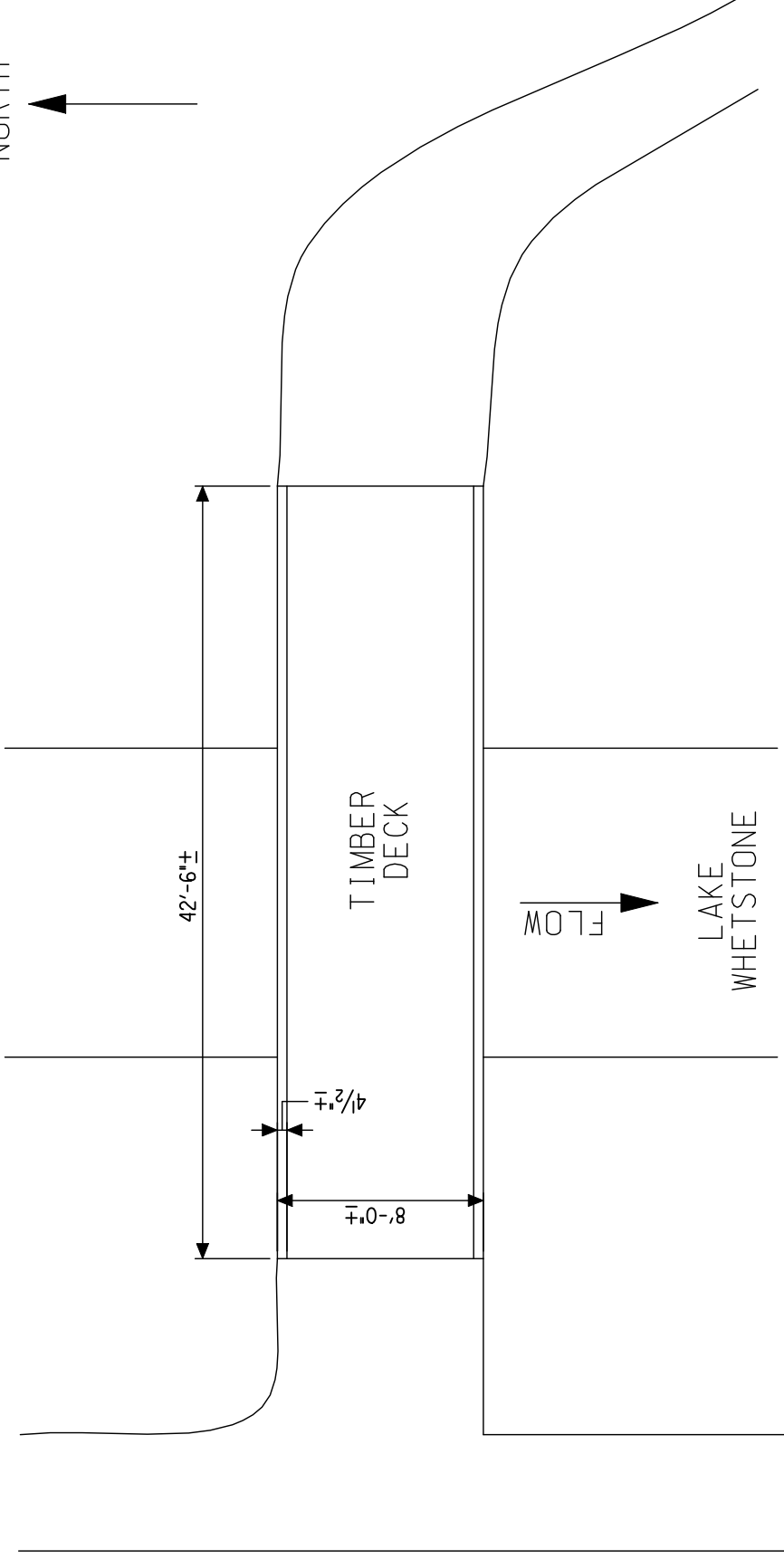
MONTGOMERY COUNTY
MARYLAND
BRIDGE NO. P-10
PRETORIA DRIVE WALKWAY
OVER
LITTLE PAINT BRANCH

MCDOT SPECIAL PROVISIONS

BRIDGE P-37

SKETCH

NORTH



PLAN

MONTGOMERY COUNTY
BRIDGE NO. P-37

MONTGOMERY VILLAGE AVENUE
OVER
LAKE WHETSTONE

2 STRAND TIMBER RAILING

42'-6"±

TIMBER DECK

1'-6"±

STEEL BEAM

3'-5"±

1/2"



ELEVATION

Vertical Clearance between bottom of beam and top of water: 5.0' based on 2011 bridge inspection report

MONTGOMERY COUNTY
BRIDGE NO. P-37

MONTGOMERY VILLAGE AVENUE
OVER
LAKE WHETSTONE

MCDOT SPECIAL PROVISIONS

APPENDIX C

PAINT SAMPLE LABORATORY REPORTS

CORROSION CONTROL CONSULTANTS & LABS, INC. a GPI company

ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

Page 1 of 8

CUSTOMER: G&O
6110 Frost Place
Laurel, MD 20707

DATE RECEIVED: Monday, February 11, 2013
PO/PROJECT #:
SUBMITTAL #: 2013-02-11-017

LAB NUMBER: AB45337

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 1 - M-0001 W. Old Baltimore Rd. (Ext. Beam)

Date Sampled: Tuesday, December 11, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.42 %	0.0013 %
Lead	0.30 %	0.0025 %

LAB NUMBER: AB45338

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 2 - M-0008 Barnes Road (Int. Beam)

Date Sampled: Tuesday, December 11, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.014 %	0.0013 %
Lead	0.0062 %	0.0025 %

LAB NUMBER: AB45339

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 3 - M-0028 Beryville Rd. (Metal Deck)

Date Sampled: Tuesday, December 11, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.0014 %	0.0013 %
Lead	0.023 %	0.0025 %

CCC&L has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

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CORROSION CONTROL CONSULTANTS & LABS, INC. a GPI company

ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

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CUSTOMER: G&O
6110 Frost Place
Laurel, MD 20707

DATE RECEIVED: Monday, February 11, 2013
PO/PROJECT #:
SUBMITTAL #: 2013-02-11-017

LAB NUMBER: AB45340

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 4 - M-0036B Partnership Rd. (Int. Beam)

Date Sampled: Tuesday, December 11, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

<u>ELEMENT</u>	<u>RESULT (by weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	< RL	0.00075 %
Chromium	< RL	0.0013 %
Lead	< RL	0.0025 %

LAB NUMBER: AB45341

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 5 - M-0042 Martinsburg Rd. (Ext. Deck End Dam)

Date Sampled: Tuesday, December 11, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

<u>ELEMENT</u>	<u>RESULT (by weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	0.0066 %	0.00075 %
Chromium	0.0022 %	0.0013 %
Lead	0.055 %	0.0025 %

LAB NUMBER: AB45342

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 6 - M-0050 Southlawn Ln.

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

<u>ELEMENT</u>	<u>RESULT (by weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	< RL	0.00075 %
Chromium	0.013 %	0.0013 %
Lead	0.059 %	0.0025 %

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CORROSION CONTROL CONSULTANTS & LABS, INC. a GPI company

ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

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CUSTOMER: G&O
6110 Frost Place
Laurel, MD 20707

DATE RECEIVED: Monday, February 11, 2013
PO/PROJECT #:
SUBMITTAL #: 2013-02-11-017

LAB NUMBER: AB45343

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 7 - M-0060 Goshen Rd.

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

<u>ELEMENT</u>	<u>RESULT (by weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	< RL	0.00075 %
Chromium	0.31 %	0.0013 %
Lead	1.0 %	0.0025 %

LAB NUMBER: AB45344

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 8 - M-0069 Bowie Mill Rd. (N. Fascia)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

<u>ELEMENT</u>	<u>RESULT (by weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	0.0055 %	0.00075 %
Chromium	0.0086 %	0.0013 %
Lead	0.040 %	0.0025 %

LAB NUMBER: AB45345

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 9 - M-0108 Brighton Dam Rd. (S. Fascia)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

<u>ELEMENT</u>	<u>RESULT (by weight)</u>	<u>REPORTING LIMIT (RL)</u>
Cadmium	< RL	0.00075 %
Chromium	< RL	0.0013 %
Lead	< RL	0.0025 %

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ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

Page 4 of 8

CUSTOMER: G&O
6110 Frost Place
Laurel, MD 20707

DATE RECEIVED: Monday, February 11, 2013
PO/PROJECT #:
SUBMITTAL #: 2013-02-11-017

LAB NUMBER: AB45346

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 10 - M-0119B Gregg Rd. (Ext. Beam Web)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.0045 %	0.0013 %
Lead	0.0037 %	0.0025 %

LAB NUMBER: AB45347

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 11 - M-0119B Gregg Rd. (Int. Beam)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.012 %	0.0013 %
Lead	0.051 %	0.0025 %

LAB NUMBER: AB45348

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 12 - M-0141 Huntmaster Road (Int. Beam)

Date Sampled: Tuesday, December 11, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.043 %	0.0013 %
Lead	0.42 %	0.0025 %

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ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

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CUSTOMER: G&O
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DATE RECEIVED: Monday, February 11, 2013
PO/PROJECT #:
SUBMITTAL #: 2013-02-11-017

LAB NUMBER: AB45349

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 13 - M-0196 Ednor Rd. (W. Span, S. Fascia)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.0081 %	0.0013 %
Lead	0.027 %	0.0025 %

LAB NUMBER: AB45350

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 14 - M-0196 Ednor Rd. (W. Span, N. Fascia)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.0039 %	0.0013 %
Lead	0.056 %	0.0025 %

LAB NUMBER: AB45351

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 15 - M-0352 Garrett Park Dr. (Center Span)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.11 %	0.0013 %
Lead	27 %	0.0025 %

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CORROSION CONTROL CONSULTANTS & LABS, INC. a GPI company

ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

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CUSTOMER: G&O
6110 Frost Place
Laurel, MD 20707

DATE RECEIVED: Monday, February 11, 2013
PO/PROJECT #:
SUBMITTAL #: 2013-02-11-017

LAB NUMBER: AB45352

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 16 - M-0352 Garrett Park Dr. (East Span)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.073 %	0.0013 %
Lead	11 %	0.0025 %

LAB NUMBER: AB45353

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 17 - MPK-08 - Beach Drive (South Span, Sample 1)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Thursday, February 14, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.18 %	0.0013 %
Lead	30 %	0.0025 %

LAB NUMBER: AB45354

Sampled By: G&O (Now Stantec) Woods
Job Location: Montgomery County, MD
Sample Identification: 18 - MPK-08 - Beach Drive (South Span, Sample 2)

Date Sampled: Thursday, November 1, 2012
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Wednesday, February 13, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.074 %	0.0013 %
Lead	16 %	0.0025 %

CCC&L has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

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ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

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CUSTOMER: G&O6110 Frost Place
Laurel, MD 20707**DATE RECEIVED:** Monday, February 11, 2013**PO/PROJECT #:****SUBMITTAL #:** 2013-02-11-017**LAB NUMBER: AB45355****Sampled By:** G&O (Now Stantec) Woods**Job Location:** Montgomery County, MD**Sample Identification:** 19 - P-37 Lake Whetstone (Sample 1)**Date Sampled:** Thursday, November 1, 2012**Sample Description:** Paint Chips**Preparation Method:** EPA 3050B-P-M (Acid Digestion for Paints)**Analysis Method:** EPA 6010C (ICP-AES Method for Determination of Metals)**Date Analyzed:** Wednesday, February 13, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.012 %	0.0013 %
Lead	< RL	0.0025 %

LAB NUMBER: AB45356**Sampled By:** G&O (Now Stantec) Woods**Job Location:** Montgomery County, MD**Sample Identification:** 20 - P-37 Lake Whetstone (Sample 2)**Flagged Data:** Sample size less than the minimum required for analysis.**Date Sampled:** Thursday, November 1, 2012**Sample Description:** Paint Chips**Preparation Method:** EPA 3050B-P-M (Acid Digestion for Paints)**Analysis Method:** EPA 6010C (ICP-AES Method for Determination of Metals)**Date Analyzed:** Wednesday, February 13, 2013

ELEMENT	RESULT (by weight)	REPORTING LIMIT (RL)
Cadmium	0.00087 %	0.0036 %
Chromium	0.025 %	0.0061 %
Lead	< RL	0.012 %

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ANALYTICAL LABORATORY REPORT

Monday, February 18, 2013

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CUSTOMER: G&O
6110 Frost Place
Laurel, MD 20707

DATE RECEIVED: Monday, February 11, 2013
PO/PROJECT #:
SUBMITTAL #: 2013-02-11-017

Unless otherwise noted, the condition of each sample was acceptable upon receipt, all laboratory quality control requirements were met, and sample results have not been adjusted based on field blank or other analytical blank results. Individual sample results relate only to the sample as received by the laboratory.

Tests Reviewed By: Michael J. Swiech, QA/QC Manager *Michael J Swiech* Michael J Swiech
2013.02.18 13:45:26
-05'00"

CCC&L has obtained accreditation under the following programs:

- **National Lead Laboratory Accreditation Program (NLLAP)**
ELLAP: AIHA Laboratory ELLAP Accreditation Program Laboratory, ID#101030 (www.aiha.org)
OH: Ohio Department of Health Lead Poisoning Prevention Program, Approval #E10013 (www.odh.ohio.gov)
- **AIHA Laboratory IHLAP Accreditation Program (www.aiha.org)**
IHLAP: Laboratory ID#101030
- **National Environmental Laboratory Accreditation Program (NELAP)**
NY: State of New York Department of Health, Laboratory ID#11609 (Serial # 46417 through 46421) (518-485-5570)
LA: State of Louisiana Department of Environmental Quality, Laboratory ID#180321 (Certificate 05036) (www.deq.louisiana.gov)
OK: Oklahoma Department of Environmental Quality, Laboratory ID#9993 (Certificate 2012-034) (www.deq.state.ok.us)

The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the table below. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table below fall outside of the current scope of laboratory accreditation. Customers are encouraged to verify the current accreditation status with the individual accreditation programs by calling or visiting the appropriate website for the applicable program.

SCOPE OF ACCREDITATION

Air and Emissions

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
Particulates (PM10)	40 CFR 50 Appendix J	NY, LA
Total Suspended Particulates (TSP)	40 CFR 50 Appendix B	NY, LA
Lead in Airborne Dust	NIOSH 7300	ELLAP, OH, NY, LA
Lead in Airborne Dust	EPA600/R-93/200	ELLAP, OH
Metals in Airborne Dust	NIOSH 7300/ EPA 6010B or EPA 6010C	IHLAP
Metals in Airborne Dust	EPA600/R-93/200/ EPA 6010B or EPA 6010C	IHLAP

Solid Chemical Materials

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
TCLP	EPA 1311(Sample Preparation Method)	NY, LA, OK
Acid Digestion	EPA 3050B	NY, LA
Lead in Soil	EPA 3050B/EPA 6010C	NY, LA, OK
Lead in Soil	EPA 3050B/EPA 6010B or EPA 6010C	ELLAP, OH, NY, LA
Lead in Paint	EPA 3050B/EPA 6010B or EPA 6010C	ELLAP, OH, NY, LA
Lead in Dust Wipes	EPA 6010B or EPA 6010C	NY, LA
Lead in Dust Wipes	EPA600/R-93/200/EPA 6010B or 6010C	ELLAP, OH

Non-Potable Water / Analysis by ICP

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>	<u>Method</u>	<u>Accreditation(s)</u>
Arsenic	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Barium	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Cadmium	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Chromium	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Copper	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Lead	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Mercury	EPA 245.1 Rev.3	NY, LA, OK		
Mercury	EPA 7470A	NY, LA, OK		
Nickel	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Selenium	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Silver	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Zinc	EPA 6010B	NY	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Acid Digestion	EPA 3010A	NY, LA		

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CHAIN OF CUSTODY FORM

Send To:

Corrosion Control Consultants & Labs, Inc. a GPI company

4403 Donker Ct Kentwood MI 49512-4054

ph: 616-940-3112 fx: 616-940-8139 web-sites: www.cccclabs.com www.gpinet.com

FOR LAB USE ONLY Property Contained: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A ASTM E 1792 wipes: YES NO <input checked="" type="checkbox"/> N/A Adequate Ph Adjust: YES NO <input checked="" type="checkbox"/> N/A Lab acidified: By/Date: N/A				
Company: G&O (now Stantec) Address: 6110 Frost Place Laurel, MD 20707				
Company Contact: John Woods Telephone: 240-542-3133 E-Mail: JAWoods@greenhome.com				
P.O./Proj #: _____ Job Location: Montgomery County, MD				
Special Instructions: _____				
MATRIX <input checked="" type="checkbox"/> PAINT CHIPS <input type="checkbox"/> SOIL <input type="checkbox"/> SPENT ABRASIVE <input type="checkbox"/> WIPE brand _____ <input type="checkbox"/> WASTEWATER <input type="checkbox"/> 37 mm CASSETTE <input type="checkbox"/> TSP FILTER <input type="checkbox"/> PM 10 FILTER <input type="checkbox"/> OTHER _____	TOTAL CONCENTRATION <input type="checkbox"/> LEAD <input checked="" type="checkbox"/> LEAD, CAD, CHROME <input type="checkbox"/> RCRA (8) METALS <input type="checkbox"/> OTHER _____ WASTE CHARACTERIZATION <input type="checkbox"/> LEAD TCLP <input type="checkbox"/> RCRA (8) METALS TCLP <input type="checkbox"/> OTHER _____	MISC. TESTS <input type="checkbox"/> pH (Corrosivity) <input type="checkbox"/> Ignitability <input type="checkbox"/> VOC (Method 24) <input type="checkbox"/> Other _____ TURNAROUND TIME <input type="checkbox"/> Same Day* <input type="checkbox"/> 1 Day (24 Hour)* <input checked="" type="checkbox"/> Standard (2-4 days) <input type="checkbox"/> Other _____		
*Same Day and 1 Day turn around not available for TCLP or PM10; additional fees may apply, contact lab for pricing.				
WIPES AIR SAMPLES				
Area wiped (sq.ft.)	START STOP	START STOP	FLOW RATE	UNITS
CCC&L accepts Visa, MasterCard, and American Express. Please call for information.				
CCC&L Lab No.	Sample Number	Date/Time Sampled	Sample Identification/Location	
452327	1	12/11/2012	M-0001 W. Old Baltimore Rd. (Ext. Beam)	
452328	2	12/11/2012	M-0008 Barnes Road (Int. Beam)	
452329	3	12/11/2012	M-0028 Berryville Rd. (Metal Deck)	
452340	4	12/11/2012	M-0036B Partnership Rd. (Int. Beam)	
452341	5	12/11/2012	M-0042 Martinsburg Rd. (Ext. Deck End Dam)	
452342	6	11/01/2012	M-0050 Southlawn Ln.	
452343	7	11/01/2012	M-0060 Goshen Rd.	
452344	8	11/01/2012	M-0069 Bowie Mill Rd. (N. Fascia)	
452345	9	11/01/2012	M-0108 Brighton Dam Rd. (S. Fascia)	
452346	10	11/01/2012	M-0119B Gregg Rd. (Ext. Beam Web)	

Sampled By (Please print) : G&O (now Stantec) Date Submitted: 2-9-2013 Signature: _____
 Received by: _____ Date/Time: _____ Relinquished Date/Time: _____
 Received by: _____ Date/Time: _____ Relinquished Date/Time: _____
 Method of Shipment: UPS
 Received for Laboratory by: Sarah Diener Date/Time: 2/11/13 10:55 Submittal #: 2013-02-011-017 Form #53
 Received for Laboratory by: _____ Date/Time: _____ Submittal #: 12/22/11 Rev. 9

CHAIN OF CUSTODY FORM

Send To:

Corrosion Control Consultants & Labs, Inc. a GPI company

4403 Donker Ct, Kentwood MI 49512-4054

ph: 616-940-3112 fx: 616-940-8139 web-sites: www.cccclabs.com www.gpinet.com

Company: G&O (now Stantec) Address: 6110 Frost Place Laurel, MD 20707		Company Contact: John Woods Telephone: 240-542-3133 E-Mail: JAWoods@greenhorne.com		Job Location: Montgomery County, MD	
Matrix: <input checked="" type="checkbox"/> PAINT CHIPS <input type="checkbox"/> SOIL <input type="checkbox"/> SPENT ABRASIVE <input type="checkbox"/> WIPE brand _____ <input type="checkbox"/> WASTEWATER <input type="checkbox"/> 37 mm CASSETTE <input type="checkbox"/> TSP FILTER <input type="checkbox"/> PM 10 FILTER <input type="checkbox"/> OTHER _____		Total Concentration: <input type="checkbox"/> LEAD <input checked="" type="checkbox"/> LEAD, CAD, CHROME <input type="checkbox"/> RCRA (8) METALS <input type="checkbox"/> OTHER _____		Misc. Tests: <input type="checkbox"/> pH (Corrosivity) <input type="checkbox"/> Ignitability <input type="checkbox"/> VOC (Method 24) <input type="checkbox"/> Other _____	
Waste Characterization: <input type="checkbox"/> LEAD TCLP <input type="checkbox"/> RCRA (8) METALS TCLP <input type="checkbox"/> OTHER _____		Turnaround Time: <input type="checkbox"/> Same Day* <input type="checkbox"/> 1 Day (24 Hour)* <input checked="" type="checkbox"/> Standard (2-4 days) <input type="checkbox"/> Other _____		Special Instructions: *Also perform Generic Coating Identification on Sample Numbers 12, 14, & 20.	
CCC&L accepts Visa, MasterCard, and American Express. Please call for information.					
CCC&L Lab No.	Sample Number	Date/Time Sampled	Sample Identification/Location	Area wiped (sq.ft.)	WIPES AIR SAMPLES
45247	11	11/01/2012	M-0119B Gregg Rd. (Int. Beam)		
45248	12	12/11/2012	M-0141 Huntmaster Road (Int. Beam)*		
45249	13	11/01/2012	M-0196 Ednor Rd. (W. Span, S. Fascia)		
45250	14	11/01/2012	M-0196 Ednor Rd. (W. Span, N. Fascia)*		
45251	15	11/01/2012	M-0352 Garrett Park Dr. (Center Span)		
45252	16	11/01/2012	M-0352 Garrett Park Dr. (East Span)		
45253	17	11/01/2012	MPK-08 Beach Drive (South Span, Sample 1)		
45254	18	11/01/2012	MPK-08 Beach Drive (South Span, Sample 2)		
45255	19	11/01/2012	P-37 Lake Whetstone (Sample 1)		
45256	20	11/01/2012	P-37 Lake Whetstone (Sample 2)*		
				TIME	FLOW RATE
				START	STOP
				START	STOP
				UNITS	UNITS

Sampled By (Please print): G&O (now Stantec) WZQ Date Submitted: 2-8-2013 Signature: _____

Received by: _____ Date/Time: _____ Relinquished Date/Time: _____

Received by: _____ Date/Time: _____ Relinquished Date/Time: _____

Method of Shipment: UPS

Received for Laboratory by: Sarah Dismore Date/Time: 2/11/13 10:55 Submittal #: 2013-07-11-017 Form #53



Mr. Mike Swiech
CCC&L
4403 Donker Ct. SE
Kentwood, MI 49512-4054

February 15, 2013
Project J13011

Subject – Generic Identification of Paint

Dear Mr. Swiech,

In accordance with your request, Weldon Laboratories, Inc. has analyzed three paint chip samples by infrared spectroscopy in order to determine their generic type. The samples were received from you on February 13, 2013, as follows:

- No.1 – Paint chips labeled “#12”.
- No.2 – Paint chips labeled “#14”.
- No.3 – Paint chips labeled “#20”.

Infrared spectroscopy was performed with a Perkin Elmer Spectrum 100 fourier transform infrared spectrometer equipped with a germanium crystal attenuated total reflectance (ATR) attachment. ATR allows spectra to be obtained from surfaces of small samples. One sample (Sample No.3, which consisted of a single coat of brown paint) was analyzed using the potassium bromide pellet technique.

Three spectra were obtained and are appended. Briefly, the analysis revealed the following:

- No.1 – The green topcoat from Sample No.1 (#12) is a urethane, as seen by characteristic bands near 2900, 1730, 1690, 1650, and 1525 cm^{-1} .
- No.2 – The blue topcoat from Sample No.2 (#14) is a urethane, based on a styrenated acrylic polyol (bands near 3025, 1600, and 1495 cm^{-1}).
- No.3 – The brown paint from Sample No.3 (#20) is an alkyd, as seen by characteristic bands near 2900, 1730, 1265, 1115, 1070, and 740 cm^{-1} .

If you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

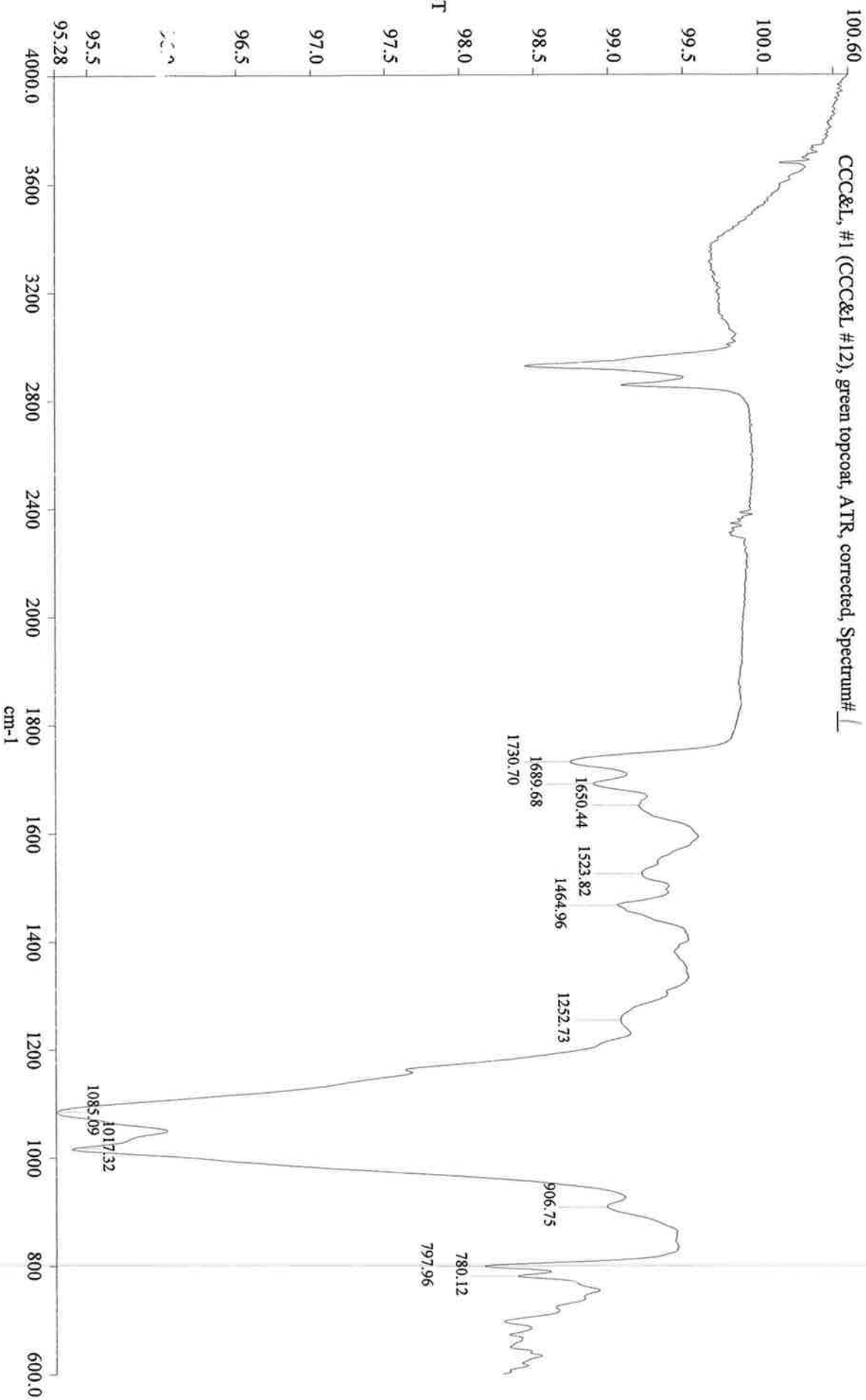
Dwight G. Weldon
President

Index of Infrared Spectra

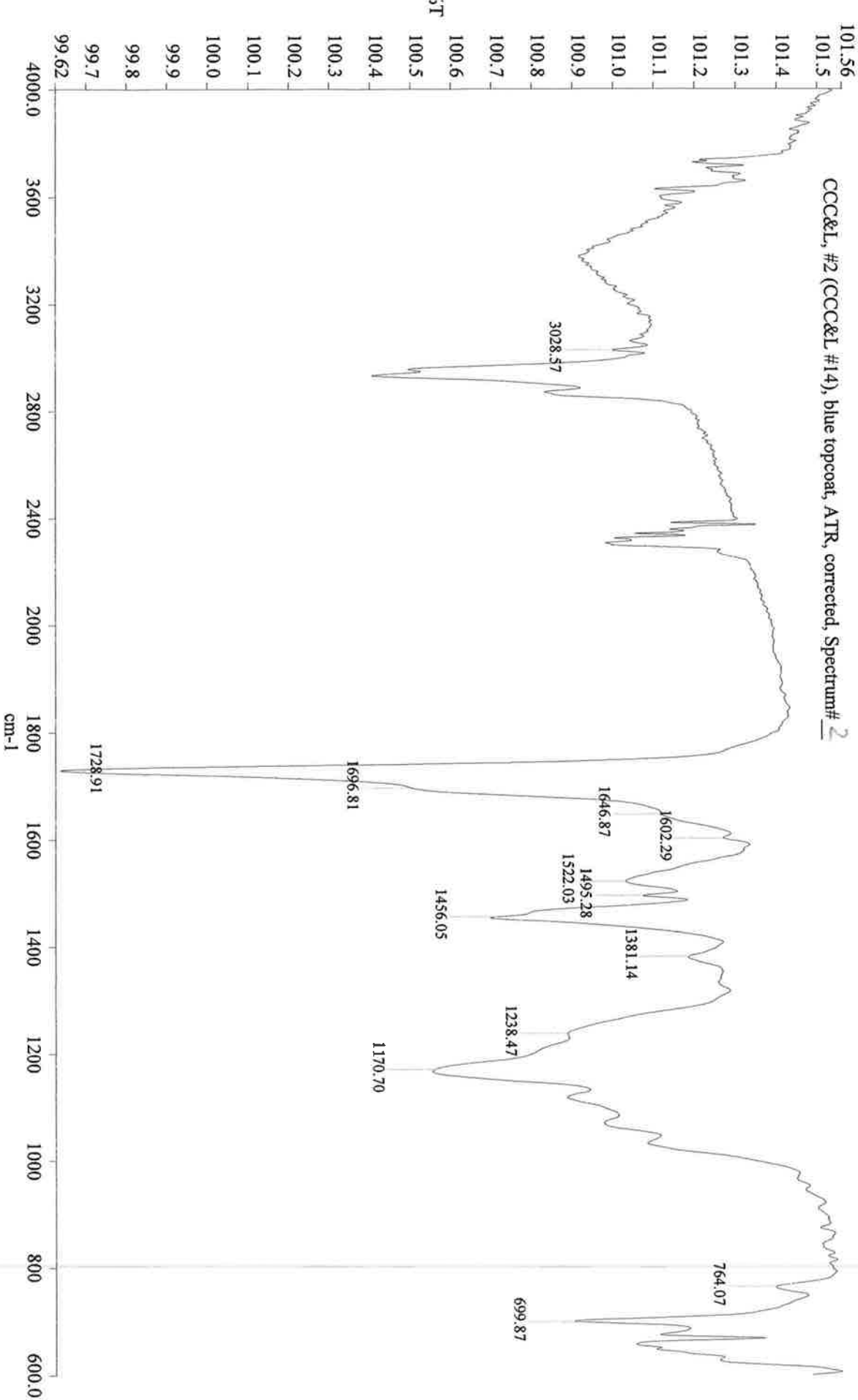
No.1 – Sample No.1 (#12), green topcoat, ATR.

No.2 – Sample No.2 (#14), blue topcoat, ATR.

No.3 – Sample No.3 (#20), brown paint, KBr pellet.

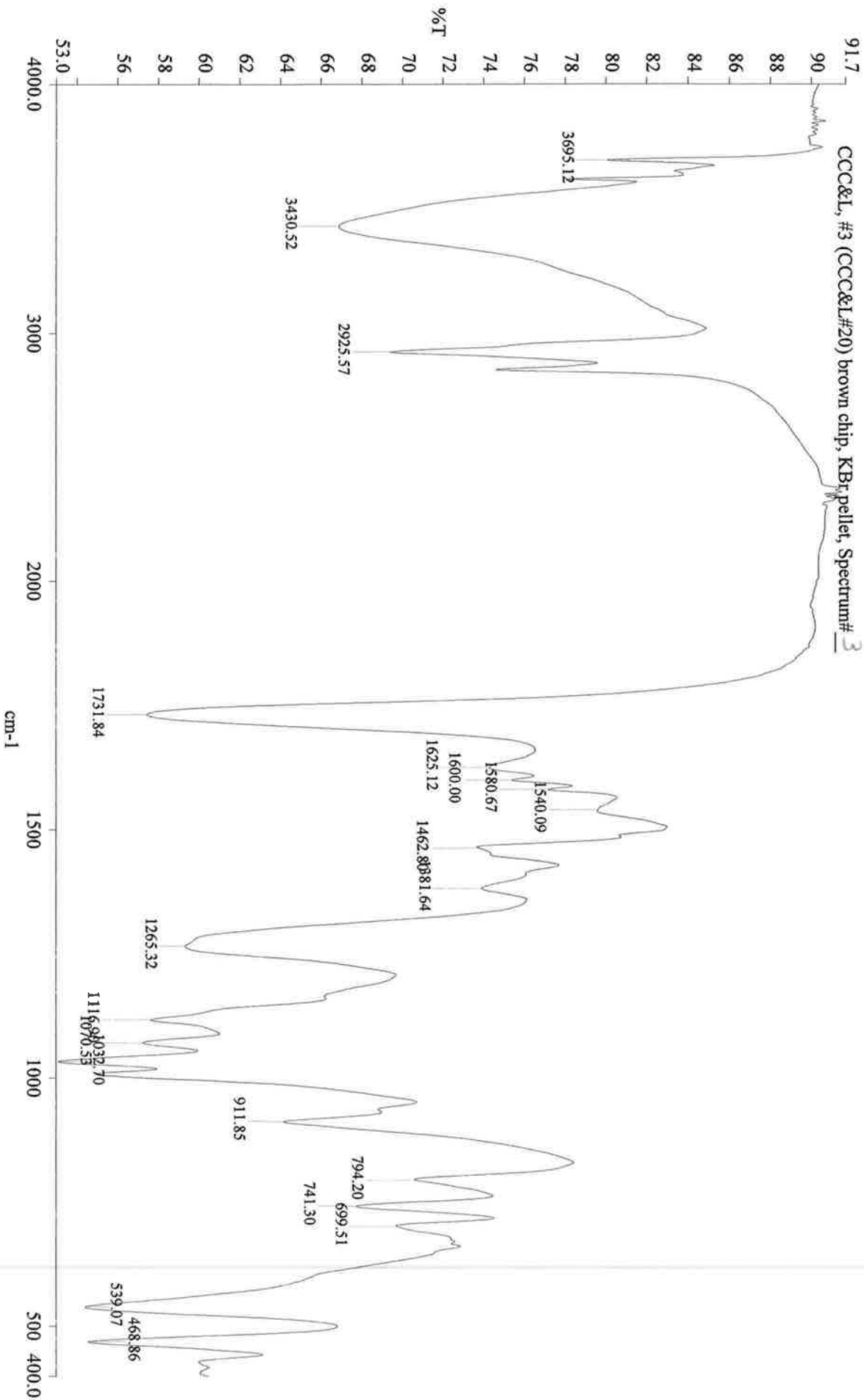


Spectrum Name: J13011-1.sp
Date Created: Thursday, February 14, 2013 1:09 PM Eastern Standard Time



Spectrum Name: J13011-2.sp

Date Created: Thursday, February 14, 2013 1:16 PM Eastern Standard Time



Spectrum Name: J13011-4.sp

Date Created: Friday, February 15, 2013 8:28 AM Eastern Standard Time

CHAIN OF CUSTODY FORM

Send To:

Corrosion Control Consultants & Labs, Inc. a GPI company

4403 Donker Ct Kentwood MI 49512-4054

ph: 616-940-3112 fx: 616-940-8139 web-sites: www.ccclabs.com www.gpinet.com

FOR LAB USE ONLY			
Property Contained	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
ASTM E1792 wipes	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
Adequate Ph Adjust	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
Lab acidified: By/Date:	NA		

Company: G&O (now Stantec) Address: 6110 Frost Place
Laurel, MD 20707

Company Contact: John Woods
Telephone: 240-542-3133
E-Mail: JAWoods@greenhorne.com

P.O./Proj #: _____
Job Location: Montgomery County, MD

MATRIX	TOTAL CONCENTRATION	MISC. TESTS	SPECIAL INSTRUCTIONS
<input checked="" type="checkbox"/> PAINT CHIPS	LEAD	<input type="checkbox"/> pH (Corrosivity)	*Same Day and 1 Day turn around not available for TCLP or PM10; additional fees may apply, contact lab for pricing.
<input type="checkbox"/> SOIL	<input checked="" type="checkbox"/> LEAD, CAD, CHROME	<input type="checkbox"/> Ignitability	
<input type="checkbox"/> SPENT ABRASIVE	<input type="checkbox"/> RCRA (8) METALS	<input type="checkbox"/> VOC (Method 24)	
<input type="checkbox"/> WIPE brand _____	<input type="checkbox"/> OTHER	<input type="checkbox"/> Other	
<input type="checkbox"/> WASTEWATER	WASTE CHARACTERIZATION	TURNAROUND TIME	
<input type="checkbox"/> 37 mm CASSETTE	<input type="checkbox"/> LEAD TCLP	<input type="checkbox"/> Same Day*	
<input type="checkbox"/> TSP FILTER	<input type="checkbox"/> RCRA (8) METALS TCLP	<input type="checkbox"/> 1 Day (24 Hour)*	
<input type="checkbox"/> PM 10 FILTER	<input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> Standard (2-4 days)	
<input type="checkbox"/> OTHER		<input type="checkbox"/> Other	

CCC&L accepts Visa, MasterCard, and American Express. Please call for information.				AIR SAMPLES					
CCC&L Lab No.	Sample Number	Date/Time Sampled	Sample Identification/Location	Area wiped (sq.ft.)	TIME START	TIME STOP	FLOW RATE START	FLOW RATE STOP	UNITS
45337	1	12/11/2012	M-0001 W. Old Baltimore Rd. (Ext. Beam)						
45338	2	12/11/2012	M-0008 Barnes Road (Int. Beam)						
45339	3	12/11/2012	M-0028 Berryville Rd. (Metal Deck)						
45340	4	12/11/2012	M-0036B Partnership Rd. (Int. Beam)						
45341	5	12/11/2012	M-0042 Martinsburg Rd. (Ext. Deck End Dam)						
45342	6	11/01/2012	M-0050 Southlawn Ln.						
45343	7	11/01/2012	M-0060 Goshen Rd.						
45344	8	11/01/2012	M-0069 Bowie Mill Rd. (N. Fascia)						
45345	9	11/01/2012	M-0108 Brighton Dam Rd. (S. Fascia)						
45346	10	11/01/2012	M-0119B Gregg Rd. (Ext. Beam Web)						

Sampled By (Please print): G&O (now Stantec) _____ Date Submitted: 2-8-2013 _____ Signature: _____

Received by: _____ Date/Time: _____ Relinquished Date/Time: _____

Received by: _____ Date/Time: _____ Relinquished Date/Time: _____

Method of Shipment: UPS _____ Date/Time: 2/11/13 10:55 _____ Submittal #: 2013-02-011-017 _____

Received for Laboratory by: Sarah Diemer _____ Date/Time: _____

CHAIN OF CUSTODY FORM

Send To:

Corrosion Control Consultants & Labs, Inc. a GPI company

4403 Donker Ct Kentwood MI 49512-4054

ph: 616-940-3112 fx: 616-940-8139 web-sites: www.ccclabs.com www.gpinet.com

FOR LAB USE ONLY		Properly Contained		YES	NO	N/A
ASTM E1792 wipes		YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequate Ph Adjust		YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lab acidified: By/Date: <u>NA</u>		YES	NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Company: G&O (now Stantec)	Address: 6110 Frost Place Laurel, MD 20707	Company Contact: John Woods	P.O./Proj #:
		Telephone: 240-542-3133	Job Location: Montgomery County, MD
		E-Mail: JAWoods@greenhome.com	

MATRIX	TOTAL CONCENTRATION	MISC. TESTS	Special Instructions:
<input checked="" type="checkbox"/> PAINT CHIPS	<input type="checkbox"/> LEAD	<input type="checkbox"/> pH (Corrosivity)	*Also perform Generic Coating Identification on Sample Numbers 12, 14, & 20. *Same Day and 1 Day turn around not available for TCLP or PM10; additional fees may apply, contact lab for pricing.
<input type="checkbox"/> SOIL	<input checked="" type="checkbox"/> LEAD, CAD, CHROME	<input type="checkbox"/> Ignitability	
<input type="checkbox"/> SPENT ABRASIVE	<input type="checkbox"/> RCRA (8) METALS	<input type="checkbox"/> VOC (Method 24)	
<input type="checkbox"/> WIPE brand _____	<input type="checkbox"/> OTHER	<input type="checkbox"/> Other	
<input type="checkbox"/> WASTEWATER	WASTE CHARACTERIZATION	TURNAROUND TIME	
<input type="checkbox"/> 37 mm CASSETTE	<input type="checkbox"/> LEAD TCLP	<input type="checkbox"/> Same Day*	
<input type="checkbox"/> TSP FILTER	<input type="checkbox"/> RCRA (8) METALS TCLP	<input type="checkbox"/> 1 Day (24 Hour)*	
<input type="checkbox"/> PM 10 FILTER	<input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> Standard (2-4 days)	
<input type="checkbox"/> OTHER		<input type="checkbox"/> Other	
CCC&L accepts Visa, MasterCard, and American Express. Please call for information.			

CCC&L Lab No.	Sample Number	Date/Time Sampled	Sample Identification/Location	TIME		FLOW RATE	
				START	STOP	START	STOP
<u>45347</u>	11	11/01/2012	M-0119B Gregg Rd. (Int. Beam)				
<u>45348</u>	12	12/11/2012	M-0141 Huntmaster Road (Int. Beam)*				
<u>45349</u>	13	11/01/2012	M-0196 Ednor Rd. (W. Span, S. Fascia)				
<u>45350</u>	14	11/01/2012	M-0196 Ednor Rd. (W. Span, N. Fascia)*				
<u>45351</u>	15	11/01/2012	M-0352 Garrett Park Dr. (Center Span)				
<u>45352</u>	16	11/01/2012	M-0352 Garrett Park Dr. (East Span)				
<u>45353</u>	17	11/01/2012	MPK-08 Beach Drive (South Span, Sample 1)				
<u>45354</u>	18	11/01/2012	MPK-08 Beach Drive (South Span, Sample 2)				
<u>45355</u>	19	11/01/2012	P-37 Lake Whetstone (Sample 1)				
<u>45356</u>	20	11/01/2012	P-37 Lake Whetstone (Sample 2)*				

Sampled By (Please print) : G&O (now Stantec) WDD Date Submitted: 2-8-2013 Signature: _____

Received by: _____ Date/Time: _____ Relinquished Date/Time: _____

Received by: _____ Date/Time: _____ Relinquished Date/Time: _____

Method of Shipment: UPS Date/Time: 2/11/13 10:55 Submittal #: 2013-02-11-017 Form #53

Received for Laboratory by: Sarah Diener Date/Time: _____ 12/22/11 Rev. 9

2/2

ANALYTICAL LABORATORY REPORT

Wednesday, November 5, 2014

Page 1 of 3

CUSTOMER: Stantec
3754 Ranchero Drive
Ann Arbor, MI 48108

DATE RECEIVED: Friday, October 31, 2014
PO/PROJECT #: 2026031020.17B.9100.058
SUBMITTAL #: 2014-11-03-007

LAB NUMBER: AB87267

Sampled By: John A. Woods
Job Location: Montgomery County Maryland
Sample Identification: 001 - Montgomery County Maryland - Bridge No. M-0036B

Date Sampled: Thursday, October 23, 2014
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, November 4, 2014

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	< RL	0.0013 %
Lead	< RL	0.0025 %

LAB NUMBER: AB87268

Sampled By: John A. Woods
Job Location: Montgomery County Maryland
Sample Identification: 002 - Montgomery County Maryland - Bridge No. M-0019

Date Sampled: Thursday, October 23, 2014
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, November 4, 2014

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	< RL	0.0013 %
Lead	< RL	0.0025 %

LAB NUMBER: AB87269

Sampled By: John A. Woods
Job Location: Montgomery County Maryland
Sample Identification: 003 - Montgomery County Maryland - Bridge No. M-0017B

Date Sampled: Thursday, October 23, 2014
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, November 4, 2014

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.0019 %	0.0013 %
Lead	< RL	0.0025 %

CCC&L has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

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ANALYTICAL LABORATORY REPORT

Wednesday, November 5, 2014

Page 2 of 3

CUSTOMER: Stantec
3754 Ranchero Drive
Ann Arbor, MI 48108

DATE RECEIVED: Friday, October 31, 2014
PO/PROJECT #: 2026031020.17B.9100.058
SUBMITTAL #: 2014-11-03-007

LAB NUMBER: AB87270

Sampled By: John A. Woods
Job Location: Montgomery County Maryland
Sample Identification: 004 - Montgomery County Maryland - Bridge No. M-0016

Date Sampled: Thursday, October 23, 2014
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, November 4, 2014

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.0064 %	0.0013 %
Lead	0.12 %	0.0025 %

LAB NUMBER: AB87271

Sampled By: John A. Woods
Job Location: Montgomery County Maryland
Sample Identification: 005 - Montgomery County Maryland - Bridge No. M-0108

Date Sampled: Thursday, October 23, 2014
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, November 4, 2014

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	< RL	0.0013 %
Lead	< RL	0.0025 %

LAB NUMBER: AB87272

Sampled By: John A. Woods
Job Location: Montgomery County Maryland
Sample Identification: 006 - Montgomery County Maryland - Bridge No. M-P10

Date Sampled: Thursday, October 23, 2014
Sample Description: Paint Chips

Preparation Method: EPA 3050B-P-M (Acid Digestion for Paints)
Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)
Date Analyzed: Tuesday, November 4, 2014

ELEMENT	RESULT (by dry weight)	REPORTING LIMIT (RL)
Cadmium	< RL	0.00075 %
Chromium	0.0027 %	0.0013 %
Lead	0.0046 %	0.0025 %

CCC&L has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

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ANALYTICAL LABORATORY REPORT

Wednesday, November 5, 2014

Page 3 of 3

CUSTOMER: Stantec
3754 Ranchero Drive
Ann Arbor, MI 48108

DATE RECEIVED: Friday, October 31, 2014
PO/PROJECT #: 2026031020.17B.9100.058
SUBMITTAL #: 2014-11-03-007

Unless otherwise noted, the condition of each sample was acceptable upon receipt, all laboratory quality control requirements were met, and sample results have not been adjusted based on field blank or other analytical blank results. Individual sample results relate only to the sample as received by the laboratory.

Tests Reviewed By: Jason Kraai, Senior Analyst

CCC&L has obtained accreditation under the following programs:

- **National Lead Laboratory Accreditation Program (NLLAP)**
ELLAP: AIHA-LAP Laboratory ELLAP Accreditation Program Laboratory, ID#101030 (www.aihaaccreditedlabs.org)
OH: Ohio Department of Health Lead Poisoning Prevention Program, Approval #E10013 (www.odh.ohio.gov)
- **AIHA-LAP Laboratory IHLAP Accreditation Program (www.aihaaccreditedlabs.org)**
IHLAP: Laboratory ID#101030
- **National Environmental Laboratory Accreditation Program (NELAP)**
NY: State of New York Department of Health, Laboratory ID#11609 (Serial # 50712, 50714-50716, 51544) (518-485-5570)
LA: State of Louisiana Department of Environmental Quality, Laboratory ID#180321 (Certificate 05036) (www.deg.louisiana.gov)
OK: Oklahoma Department of Environmental Quality, Laboratory ID#9993 (Certificate 2014-025) (www.deg.state.ok.us)

Testing which is performed by CCC&L according to test methods, or for elements which are not included in the table below fall outside of the current scope of laboratory accreditation. Customers are encouraged to verify the current accreditation status with the individual accreditation programs by calling or visiting the appropriate website for the applicable program.

SCOPE OF ACCREDITATION**Air and Emissions**

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
Suspended Particulates: PM10 / TSP	40 CFR 50 Appendix J / 40 CFR 50 Appendix B	NY, LA
Lead in Airborne Dust	NIOSH 7300	ELLAP, OH, NY, LA
Lead in Airborne Dust	EPA 600/R-93/200/ EPA 6010C	ELLAP, OH
Metals in Airborne Dust	EPA 600/R-93/200/ NIOSH 7300/ EPA 6010C	IHLAP
Surface Coating: Density	ASTM D1475	NY
Surface Coating: Percent Solids	ASTM D2697	NY
Surface Coating: Percent Water	EPA 24	NY
Surface Coating: Volatile Content	EPA 24 / ASTM D2369	NY

Solid Chemical Materials

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
TCLP	EPA 1311(Sample Preparation Method)	NY, LA, OK
Lead in Soil	EPA 3050B/ EPA 6010C	ELLAP, OH, NY, LA, OK
Lead in Paint	EPA 3050B/ EPA 6010C	ELLAP, OH, NY, LA
Lead in Paint	ASTM D 3335-85A/ EPA 6010C	NY
Lead in Dust Wipes	EPA 3050B/ EPA 6010C	NY, LA
Lead in Dust Wipes	EPA 600/R-93/200/ EPA 6010C	ELLAP, OH
Ignitability	EPA 1010A	NY

Non-Potable Water / Analysis by ICP

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>	<u>Method</u>	<u>Accreditation(s)</u>
Arsenic	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Barium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Cadmium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Chromium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Copper	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Lead	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA, OK
Mercury	EPA 245.1 Rev.3/ EPA 7470A	NY, LA, OK	EPA 7471B	NY, LA
Nickel	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Selenium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Silver	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Zinc	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK	EPA 6010C	NY, LA
Cobalt	----	----	EPA 6010C	NY, LA
Manganese	----	----	EPA 6010C	NY, LA
Acid Digestion	EPA 3010A	NY, LA	EPA 3050B	NY, LA

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CHAIN OF CUSTODY FORM

Send To:

Corrosion Control Consultants & Labs, Inc. a GPI company

4403 Donker Ct Kentwood MI 49512-4054

ph: 616-940-3112 fx: 616-940-8139 web-sites: www.ccclabs.com www.gpinet.com

Company: Stantec Consulting Services Inc. Address: 6110 Frost Place Laurel, MD 20707	Company Contact: John A. Woods Telephone: (240) 542-3133 E-Mail: john.woods@stantec.com	P.O./Proj #: 2026031020.17B.9100.058 Job Location: Montgomery County Maryland
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MATRIX	TOTAL CONCENTRATION	MISC. TESTS	Special Instructions:
<input checked="" type="checkbox"/> PAINT CHIPS <input type="checkbox"/> SOIL <input type="checkbox"/> SPENT ABRASIVE <input type="checkbox"/> WIPE brand _____ <input type="checkbox"/> WASTEWATER <input type="checkbox"/> 37 mm CASSETTE <input type="checkbox"/> TSP FILTER <input type="checkbox"/> PM 10 FILTER <input type="checkbox"/> OTHER _____	<input type="checkbox"/> LEAD <input checked="" type="checkbox"/> LEAD, CAD, CHROME <input type="checkbox"/> RCRA (8) METALS <input type="checkbox"/> OTHER _____ WASTE CHARACTERIZATION <input type="checkbox"/> LEAD TCLP <input type="checkbox"/> RCRA (8) METALS TCLP <input type="checkbox"/> OTHER _____	<input type="checkbox"/> pH (Corrosivity) <input type="checkbox"/> Ignitability <input type="checkbox"/> VOC (Method 24) <input type="checkbox"/> Other _____ TURNAROUND TIME <input type="checkbox"/> Same Day* <input type="checkbox"/> Rush* <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Other _____	*Same Day turn around not available for TCLP or PM10; additional fees may apply, contact lab for pricing.

CCC&L		Sample Number	Date/Time Sampled	Sample Identification/Location	Area wiped (sq.ft.)	TIME		FLOW RATE	
Lab No.	Sample Number	Date/Time Sampled	Sample Identification/Location	Area wiped (sq.ft.)	START	STOP	START	STOP	UNITS
AB87267	001	10/23/14 - 12:45pm	Montgomery County Maryland - Bridge No. M-0036B						
AB87268	002	10/23/14 - 1:30pm	Montgomery County Maryland - Bridge No. M-0019						
AB87269	003	10/23/14 - 2:25pm	Montgomery County Maryland - Bridge No. M-0017B						
AB87270	004	10/23/14 - 3:05pm	Montgomery County Maryland - Bridge No. M-0016						
AB87271	005	10/23/14 - 4:45pm	Montgomery County Maryland - Bridge No. M-0108						
AB87272	006	10/23/14 - 5:40pm	Montgomery County Maryland - Bridge No. M-P10						

Sampled By (Please print) : John A. Woods
 Received by: _____ Date/Time: _____
 Relinquished Date/Time: _____
 Received by: _____ Date/Time: _____
 Relinquished Date/Time: _____
 Method of Shipment: Fed Ex
 Received for Laboratory by: [Signature] Date/Time: 10/21/14 16:00
 Signature: _____
 Date Submitted: 10-28-2014
 Submittal #: 2014-11-03-057



FREDERICK COUNTY GOVERNMENT

DIVISION OF PUBLIC WORKS
Department of Highway & Facility Maintenance

Jan H. Gardner
County Executive

Charles F. Nipe, Division Director
David B. Ennis, P.E., Department Head

CONSTRUCTION / UTILITY WORK IN COUNTY RIGHT-OF-WAY PERMIT

Permit No.:13288

Utility: Montgomery County DOT
100 Edison Park Dr.
Gaithersburg, MD 20878

Location: Barnes Rd.

PERMIT ISSUE DATE: February 27, 2018
Permit Expiration Date: February 27, 2019

Please contact at start of job:
UtilityCoordinator@FrederickCountyMD.gov
Brad Meredith 301-600-1669 Cell: 301-784-7251
Terry Smith 301-788-7940

Dear Applicant:

The Frederick County Division of Public Works hereby grants your company permission to perform a Road Closure on Barnes Rd. in Frederick County to perform work on a bridge in Montgomery County. It is understood that your company will be responsible for the safe maintenance of all traffic along your construction project and that the construction area will be left in as good or better condition as it is found at the present time. Any pavement that is disturbed during this operation is expected to be replaced as per the sketch for macadam roadways, which you can obtain from our office. Complete specifications are also available. **This permit will expire 12 months from date of approval if no work has begun on this permit.**

All disturbed shoulder slopes and ditches must be put back to original grade.

All work must be in compliance with the Frederick County Code, Section 1-10, regarding Grading, Erosion and Sediment Control, which may require additional permits. Contact Environmental Compliance at 301-600-3507 for more information.

This permit is granted in accordance with the Frederick County Code, Section 1-15-6.

The Frederick County Utility Coordinator must be notified at least 24 hours before work begins. Please contact Brad Meredith 301-600-1669, Cell 301-748-7251 or Terry Smith 301-788-7940.

Sincerely,

DIVISION OF PUBLIC WORKS


Charles F. Nipe
Division Director

Cc: File

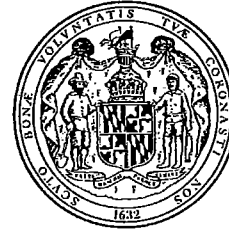
STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
AUTHORIZATION TO PROCEED

AUTHORIZATION NUMBER: **201860057/18-NT-3017**

EFFECTIVE DATE: February 16, 2018

EXPIRATION DATE: February 16, 2023

AUTHORIZED PERSON: Montgomery County
Dept. of Transportation - Division of Engineering
100 Edison Park Drive, 4th Floor
Gaithersburg, Maryland 20878
Attn: Brian Copley



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND (2007 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS OF AUTHORIZATIONS, Montgomery County Dept of Transportation - Div of Engineering ("AUTHORIZED PERSON"), IS HEREBY AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ON **February 15, 2018** ("APPROVED PLAN") AND PREPARED BY Montgomery County Dept of Transportation AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

Cleaning and painting of nine bridges (1) W. Old Baltimore Road Bridge M-0001 over Little Seneca, (2) Barnes Road Bridge M-0008 over Bennett Creek, (3) Southlawn Lane Bridge M-0050 over Rock Creek, (4) Bowie Mill Road Bridge M-0069 over Rock Creek, (5) Brighton Dam Road Bridge M-0108 over Hawlings River, (6) Gregg Road Bridge M-0119B over Hawlings River Tributary, (7) Huntmaster Road Bridge M-0141 over Goshen Branch, (8) Pretoria Drive Pedestrian Bridge P-10 over Paint Branch, (9) Montgomery Village Ave Pedestrian Bridge P-37 over Lake Whetstone. The project will temporarily impact 6,519 square feet of 100-year floodplain. The project is located at the locations listed above in Montgomery County.

MD Grid Coordinates 171873 x 376627

A handwritten signature in black ink, appearing to read "Denise M. Keehner".

Denise M. Keehner
Program Manager
Wetlands and Waterways Program

Attachments: Conditions of Authorization

cc: WSA Compliance Division w/ file

THE FOLLOWING CONDITIONS OF AUTHORIZATION APPLY TO ALL ACTIVITIES AUTHORIZED BY
AUTHORIZATION NUMBER 18-NT-3017/201860057

Page 2 of 3

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.
2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities with two (2) years of the Effective Date of this Authorization or the Authorization shall expire. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington counties, Authorized Person shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery, and Prince George's counties, Authorized Person shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, and St. Mary's, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Harford, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester, Authorized Person shall call 410-901-4020. If Authorization is for a project that is part of a mining site, please contact the Land and Materials Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Authorized Person shall obtain approval from the Montgomery County Department of Permitting Services for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.

10. Federally Mandated State Authorizations:

Water Quality Certification: Water Quality Certification is granted for this project provided that all work is performed in accordance with the authorized project description and associated conditions.

Coastal Zone Consistency: This Authorization constitutes official notification that authorized activities are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended. Activities within the following counties are not subject to this requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

11. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
12. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
13. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.
14. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
- Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
16. **Instream Construction Prohibition:**
 - No instream construction is to occur under this Authorization;
 - To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream-channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): Various Waterways is a Use IV waterway; in-stream work may not be conducted from March 1 through May 31 inclusive, of any year.
17. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
18. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by this Authorization or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
19. **Restoration of Construction Site:** Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers authorization under the Maryland State Programmatic General Permit (MDSGP-4) is required as long as no regulated activities occur within the "Waters of the United States".



Hira Shrestha -MDE- <hira.shrestha@maryland.gov>

AI # 103359_MO DOT/Bridge Preservation Project (18-NT-3047/201860057)

Copley, Brian <Brian.Copley@montgomerycountymd.gov>
To: Hira Shrestha -MDE- <hira.shrestha@maryland.gov>

Mon, Feb 5, 2018 at 4:42 PM

Hira,

As requested, the temporary approximated flood plain impacts are as follows:

W. Old Baltimore Road Bridge M-0001 over Little Seneca Creek = 1534 S.F. (15 day duration)

Barnes Road Bridge M-0008 over Bennett Creek = 510 S.F. (11 day duration)

Southlawn Lane Bridge M-0050 over Rock Creek = 630 S.F. (11 day duration)

Bowie Mill Road Bridge M-0069 over Rock Creek North Branch = 1254 S.F. (13 day duration)

Brighton Dam Road Bridge M-0108 over Hawlings River = 630 S.F. (11 day duration)

Gregg Road Bridge M-0119B over Hawlings River Tributary = 161 S.F. (10 day duration)

Auntmaster Road Bridge M-0141 over Goshen Branch = 1370 S.F. (14 Day duration)

Pretoria Drive Pedestrian Bridge P-10 over Paint Branch = 90 S.F. (5 day duration)

Montgomery Village Ave. Ped. Bridge P-37 over Lake Whetstone = 340 S.F. (10 day duration)

Total project temporary Flood Plain impacts = 6,519 S.F.

Please let me know if you need anything else.

Thanks,

Brian

Brian E. Copley, P.E.

Montgomery County DOT

Capital Project Manager

Division of Transportation Engineering

100 Edison Park Drive, 4th Floor

Gaithersburg, MD 20878

office 240.777.7227

PLANS APPROVED BY: Hira Shrestha
DATE: 2/15/2018
WATER MANAGEMENT ADMINISTRATION
NONTIDAL WETLANDS & WATERWAYS DIVISION
MARYLAND DEPARTMENT OF THE ENVIRONMENT

**BEST MANAGEMENT PRACTICES FOR WORKING IN
NONTIDAL WETLANDS, WETLAND BUFFERS,
WATERWAYS, AND 100-YEAR FLOODPLAINS**

- 1) No excess fill, construction material, or debris shall be stockpiled or stored in nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 2) Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 3) Do not use the excavated material as backfill if it contains waste metal products, unsightly debris, toxic material, or any other deleterious substance. If additional backfill is required, use clean material free of waste metal products, unsightly debris, toxic material, or any other deleterious substance.
- 4) Place heavy equipment on mats or suitably operate the equipment to prevent damage to nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 5) Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands, nontidal wetland buffers, or waterways, or permanent modification of the 100-year floodplain in excess of that lost under the originally authorized structure or fill.
- 6) Rectify any nontidal wetlands, wetland buffers, waterways, or 100-year floodplain temporarily impacted by any construction.
- 7) All stabilization in the nontidal wetland and nontidal wetland buffer shall consist of the following species: Annual Ryegrass (*Lolium multiflorum*), Millet (*Setaria italica*), Barley (*Hordeum* sp.), Oats (*Uniola* sp.), and/or Rye (*Secale cereale*). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Nontidal Wetlands and Waterways Division. **Kentucky 31 fescue shall not be utilized in wetland or buffer areas.** The area should be seeded and mulched to reduce erosion after construction activities have been completed.
- 8) After installation has been completed, make post-construction grades and elevations the same as the original grades and elevations in temporarily impacted areas.
- 9) To protect aquatic species, in-stream work is prohibited as determined by the classification of the stream:

Use I waters: In-stream work shall not be conducted during the period March 1 through June 15, inclusive, during any year.

Use III waters: In-stream work shall not be conducted during the period October 1 through April 30, inclusive, during any year.

Use IV waters: In-stream work shall not be conducted during the period March 1 through May 31, inclusive, during any year.

- 10) Stormwater runoff from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
- 11) Culverts shall be constructed and any riprap placed so as not to obstruct the movement of aquatic species, unless the purpose of the activity is to impound water.