

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

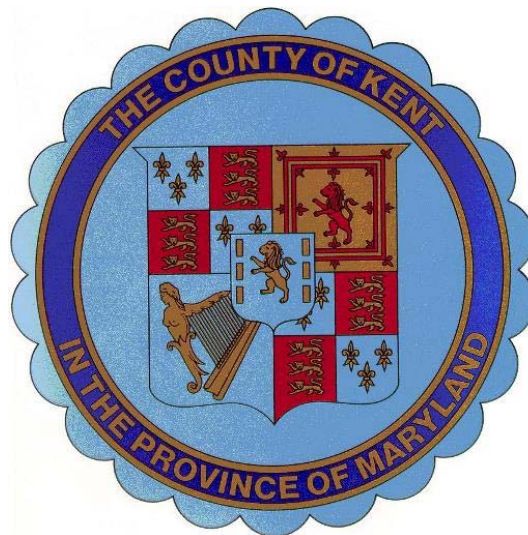
REQUEST FOR PROPOSAL

KCRDS 22-01

FOR

**REHABILITATION OF BRIDGES NO. K-0001
ON LANGFORD ROAD OVER MILL POND
AND K-0002 ON LANGFORD ROAD
OVER EAST FORK LANGFORD CREEK**

KENT COUNTY, MD



Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

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General Kent County Contract Provisions:

Definitions:

‘Administration’, ‘State’ and ‘Engineer’ shall refer to Kent County Department of Public Works.

Order of Precedence:

The order of precedence regarding this contract will be:

1. The Kent County provisions govern and override EMMA, bid process and insurance requirements.
2. Specifications will follow MDOT SHA for materials and construction practices.

eMaryland Marketplace Advantage (eMMA):

The advertisement for this contract will be shown on eMMA; however, no Contractor questions will be answered through eMMA.

Contractor Questions:

Contractor questions shall be directed to: Kent County Department of Public Works, Michael S. Moulds, P.E. Director of Public Works, at mmoulds@kentgov.org or 410-778-2600.

MBE/DBE Goals:

There are no MBE/DBE goals or requirements for this project.

SCHEDULE

BID NUMBER # KCRDS 22-01

<u>Date</u>	<u>Step</u>
April 4, 2022	Begin Newspaper Advertising; Mail/Email Notices to Bidders on Bid List
April 14, 2022	Post on eMaryland Marketplace Advantage.
April 27, 2022	10:00 a.m. Pre-bid meeting at Department of Public Works, 709 Morgnec Road, Chestertown, MD 21620.
May 4, 2022	Questions must be received by 12pm.
May 11, 2022	10:00 a.m. Bids are due & Bid Opening at 709 Morgnec Road.
May 24, 2022	Tentative Award by County Commissioners.

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SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS**INDEX OF BID FORMS**

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SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the “County”) is requesting proposals from qualified bidders for the rehabilitation of Bridges No. K-0001, on Langford Road over Mill Pond and K-0002 on Langford Road over East Fork Langford Creek, near Chestertown, MD 21620, in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. Issuing Office

Director of Purchasing
400 High Street
Chestertown, MD 21620-1312

Telephone #: (410) 778-4600
kentcounty@kentgov.org

The individual listed above shall serve as the “Director of Purchasing” and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

- a. The bidder’s proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. Samples or Brochures

Samples or brochures are not required for this project at the time of bid.

7. **Questions and Inquiries**

All questions and inquiries regarding the terms of this RFP should be directed to the Director of Purchasing identified above prior to the pre-bid conference.

Questions subsequent to the pre-bid conference must be submitted in writing to the person below.

Please refer any questions to: Michael S. Moulds, P.E., Director of Public Works
Kent County Department of Public Works
Phone: 410-778-1449
Fax: 410-778-7424
Email: mmoulds@kentgov.org

Questions must be received by noon, May 4, 2022. If deemed relevant to other bidders, a summary of questions and answers, including those addressed at the pre-bid conference, will be distributed to all attendees of the pre-bid conference and any others known to have received the bid documents.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-bid conference are not binding and reliance should not be placed on the same.

8. **Submission Deadline and Instructions**

All proposals must arrive at the Department of Public Works (“Bid Receipt Office”) by May 11, 2022 at 10:00 A.M. in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Director of Purchasing
Bid Receipt Office
Kent County Department of Public Works

709 Morgnec Road
Chestertown, Maryland 21620

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR

KENT COUNTY – KCRDS 22-01 _____.

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and **THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.**

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement

that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- B. Evidenced of collusion among bidders.
- C. Unsatisfactory performance record as evidenced by past experience.
- D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- E. If there are any unauthorized additions, interlineation, conditional or alternate bids or

irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

- F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 10:00 a.m., May 11, 2022, Kent County Department of Public Works, 709 Morgnec Road, Chestertown, Maryland. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience

clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request For Proposal. The County reserves the right to reject any agreement that does not conform to the Request For Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the lowest qualified responsible and responsive bidder within 30 calendar days following bid opening; however, the County requires bidders, by signing the “Standard Bid Acceptance” form to guarantee their bid for a period of 90 days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

There is no anticipated contract extension required for this project.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services. Drawings and specifications for this project shall include those entitled “Rehabilitation of Bridges No. K-0001 On Langford Road over Mill Pond and K-0002 on Langford Road over East Fork Langford Creek, Kent County, Maryland”, dated March 2022, prepared by The Wilson T. Ballard Co., which are hereby made a part of the contract documents.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County’s web site at <http://www.kentcounty.com/>

32. Termination for Convenience

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at <http://www.kentcounty.com/>

SECTION B. BID PROPOSALS AND RELATED MATTERS

1. Pre-bid Conference

A pre-bid conference will be held on April 27, 2022 beginning at 10:00 a.m. at the Kent County Department of Public Works, 709 Morgnec Road, Chestertown, Md 21620. All interested offerors are encouraged to attend. Nothing stated at the pre-bid conference may

change the invitation for bids unless the Director of Purchasing makes a change by written amendment.

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives in order to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations (notices) to incumbent and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County, the Kent County website, and eMaryland Marketplace Advantage.

6. Bid Surety

All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. Waiver of Technicalities

The County reserves the right to waive formalities or technicalities in bids as the interest of

the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

- A. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form.
- B. Compliance with specifications.
- C. Compliance with terms of bid package.
- D. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

- A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

- B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

- C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

In accordance with this Request for Proposal, the selected bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount of one hundred percent (100%) of the contract price. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective

dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or “approved equal” items. The material, products, and equipment described in the bidding documents establish a standard of required function, dimension and appearance. Whenever it is indicated in the drawings or specified in the specifications that a substitute or “approved equal” item of material or equipment may be furnished or used by the contractor if acceptable to the county, application for such acceptance will not be considered by the county until after execution of the contract.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the Kent County website, and eMaryland Marketplace Advantage. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Product literature shall only be required from the successful Bidder.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in,

the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice to proceed.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within 30 days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator. The County will withhold a 10% payment retainage in accordance with AIA guidelines, and will require a release of liens prior to final payment.

20. Kent County Substance Abuse Policy

The County adopted the “Kent County Government Substance Abuse Policy,” to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. **Bidders must state on the “Standard Bid Form” whether or not you have a drug abuse program in effect.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a “**Certificate of Insurance**” indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

- A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of \$2,000,000.00 per event and \$1,000,000.00 per person.
- B. General Liability - Minimum - \$2,000,000.00
- C. Workers’ Compensation Insurance as required as law.
- D. Comprehensive Liability Insurance with minimum limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.
- E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.
- F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first-time successful bidders doing business with the County must submit a completed standard “Federal Taxpayer Identification Certificate – W-9”.

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

RFP # KCRDS 22-01 REHABILITATION OF BRIDGES NO. K-0001 ON LANGFORD ROAD OVER MILL POND AND K-0002 ON LANGFORD ROAD OVER EAST FORK LANGFORD CREEK SPECIFICATIONS

GENERAL

It is the intent of these specifications to cover all aspects of the rehabilitation of Bridges No. K-0001 and K-0002 near Chestertown, Maryland 21620. Any incidental work required to fulfill the requirements of the specified work shall be considered a part of said specified work and no additional payment shall be made.

All work shall be done in accordance with the requirements of the Department of Transportation, State Highway Administration's Specifications entitled "Standard Specifications for Construction and Materials", latest edition, and any revisions thereof and additions thereto. Whenever the terms "Engineer" or "State Highway Administration" are used in administrative capacity they shall be construed to mean the Kent County Department of Public Works or its authorized agent.

All work not specifically covered by the Md. SHA specifications shall be performed with the prevailing code for the trade or trades involved and shall be done in a first-class workmanship manner.

Inferior or shoddy workmanship or materials will not be tolerated nor accepted for payment. It shall be fully understood that the Department of Public Works shall make the final decision as to the acceptance of all work and material and that in the event of an adverse decision, no claim of any sort shall be made against the county or any of its employees, agents or assigns.

All work shall be performed in accordance with the following:

1. AASHTO Bridge Design Specifications, 2020
2. Americans with Disabilities Act.
3. All applicable Federal, State and local regulations.

SUBSTITUTIONS

Whenever a material, method of construction, article or piece of equipment is identified on the plans or specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the scope of work, performance or other salient requirements and that other materials, methods of construction, or products of equal capacities, quality and function shall be considered. The contractor may recommend the

substitution of a material, method of construction, article or piece of equipment of equal substance and function for those specified herein, only if that substitution offers project savings and/or benefits the project schedule. The contractor is responsible for demonstrating the substitution is better or equal to that specified. The county shall have sole discretion for any substitution approvals. The contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

GENERAL SCOPE OF WORK & BACKGROUND INFORMATION

The existing bridges were partially re-built in the 80's with new decks and pilings. The existing wingwalls are over 50 years' old and require rehabilitation. The general scope of work includes rehabilitation of the wingwalls and shimming of abutment support piles. Plans and specifications for the bridge rehabilitations have been prepared by The Wilson T. Ballard Co. and are attached as part of the bid documents. The re-construction may require some minor site work, consisting of site grading, that is not shown on the plans but shall be considered a part of the required work. Any minor site work necessary shall be included in the bid price for the project.

It shall be the responsibility of all bidders to visit the site and verify existing conditions.

The contractor shall be responsible for the proper removal and disposal of all demolition materials. The bid price shall include all disposal costs.

EXPERIENCE

In addition to the bid price, bidders shall submit evidence of their experience and qualifications as it relates to this project, as well as that for any proposed subcontractors. References shall also be provided with current contact information. Past performance, staff qualifications and availability and other resources will be major criteria in the review of proposals.

WARRANTY

The contractor shall provide a one (1) year labor and materials warranty exclusive of natural disaster or third-party damage.

AWARD

The successful bidder shall be selected based upon a review of qualifications, experience, price. The decision of the County Commissioners of Kent County shall be final. The County Commissioners of Kent County reserve the right to accept or reject any or all proposals should it be in the best interest of the county to do so.

PREVAILING WAGE REQUIREMENTS

There are no prevailing wage rate requirements on this project.

PROGRESS MEETINGS

Progress meetings shall be held monthly at a minimum to review progress and schedule. More regularly scheduled meetings may be required if deemed necessary by the contractor or county for specific issues.

TEMPORARY FACILITIES

No temporary facilities are required by the county. The contractor shall provide sanitary facilities for workers.

SECTION D. BID FORMS

BID NUMBER KCRDS 22-01

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

STANDARD SEALED BID PRICE SHEET

BID NUMBER KCRDS 22-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

Bids shall be submitted on bid sheets prepared by The Wilson T. Ballard Co. and included in the specifications package.

To begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within 90 calendar days.

Drug Abuse Policy In Effect (Circle One)	YES	NO
Insurance certificate attached (Circle One)	YES	NO
Bid Surety Attached? (Circle One)	YES	NO
Signature form executed? (Circle One)	YES	NO
Affidavit of qualification to bid? (Circle One)	YES	NO
Non-collusion certificate (Circle One)	YES	NO

STANDARD SEALED BID FORM

BID NUMBER KCRDS 22-01

BIDDER:

AGENT (TYPED): _____

FIRM Name: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

FAX #: _____

Submitted by: _____

(Signature of authorized agent above)

_____, this _____ day of _____ 2021.

BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, _____ ,
as principal, and _____
as surety, are hereby held and firmly bound unto the County Commissioners of Kent County
AS OWNER in the penal sum of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the
County Commissioners of Kent County a certain BID, attached hereto
and hereby made a part of hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the principal shall execute and deliver a contract in the
form of Contract attachment hereto (properly completed in accordance with said BID) and shall
furnish a BOND for his faithful performance of said contract, and for the payment of all persons
performing labor, furnishings, materials, in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said BID, this obligation shall be void,
otherwise the same shall remain in force and effect; it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of the obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time within
which the OWNER may accept such BID, and said Surety does hereby waive notice of any such
extension. IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

By: _____

IMPORTANT: Surety companies executing BONDS must authorized to transact

business in the State of Maryland.

SIGNATURE FORM

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINT AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX _____

E-MAIL _____

DATE: _____

BIDDERS FEDERAL EMPLOYERS' IDENTIFICATION NO. _____

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) _____ and
the duly authorized representative of the firm of (Name of Corporation)

whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting.

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my
knowledge, any of its officers, directors, or partners, or any of its employees directly involved in
obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision
of the State, have been convicted of, or have pleaded no contender to a charge of, or having during
the course of an official investigation or other proceeding, admitted in writing or under oath, acts or
omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of
Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the
Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in
paragraph 2 above, with the data: court, position with the firm, and the sentence or disposition, if
any) _____

I acknowledge that this affidavit is to be furnished to the County Attorney for the County
Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if the
representations set forth in this affidavit are not true and correct, the County Commissioners of Kent
County may terminate any contract awarded and take any other appropriate action. I further
acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the
Annotated Code of Maryland, which provides that certain persons who have been convicted of, or
have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by
operation of law or after hearing, from entering into contracts with the State or any of its agencies or
subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of
this affidavit are true and correct.

Signature _____ Date _____

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the firm of _____

whose address is _____

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Date

Signature

Date

Print Name or Type

GENERAL TERMS AND CONDITIONS OF CONTRACT
BETWEEN COUNTY AND CONTRACTOR

(“General Conditions”)

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

- (1) serve as liaison between the County and Contractor;
- (2) give direction to the Contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract;
- (5) accept or reject the Contractor's performance;
- (6) furnish timely written notice of the Contractor's performance failures to the

DIRECTOR OF PURCHASING;

- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and
- (10) issue notices to proceed.

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

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

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

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee, or warranty will be the primary one used in the case of defect. Copies of

manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. *All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.*

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

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

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

- a. Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***
- b. Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***
- c. These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

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

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

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

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work.

If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

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

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

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

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

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

Invitation for Bids

Contract No. KCRDS 22-01

**Rehabilitation of Bridges No. K-0001
On Langford Road over Mill Pond
And K-0002 on Langford Road
Over East Fork Langford Creek
March 2022
Kent County, Maryland**



NOTICE TO BIDDERS

A “Pre-Bidding Session” for the purpose of answering or obtaining answers to questions of parties interested in constructing the work will be conducted on Wednesday, April 27, 2022 at 10am at the Kent County Department of Public Works 709 Morgnec Road Chestertown, Maryland 21620. While attendance at the Pre-Bid conference is not mandatory, this is the offeror’s opportunity to raise questions and/or issues of concern regarding the project.

Minority Business Enterprises are encouraged to respond to this Solicitation Notice.

Documents must be obtained directly from the Kent County Department of Public Works. Failure to attach all addenda may cause the bid to be irregular.

NOTICE TO CONTRACTORS

eMaryland Marketplace Advantage.

eMaryland Marketplace Advantage (eMMA) is an electronic commerce system administered by the Maryland Department of General Services. The solicitation will be provided via eMaryland Marketplace Advantage; <https://procurement.maryland.gov>.

Bidders must register, (registration is free) on eMMA, log-in and acknowledge all bid amendments and submit the Addendum Verifications to be Awarded a Contract. Should you have any questions regarding registration, please call the eMMA Help Desk at 410-767-1492.

Bid Opening and Requirements.

Bid Opening will be administered per the current bidding process through:

Kent County Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

and per TC SECTION 2 BIDDING REQUIREMENTS AND CONDITIONS of the Standard Specifications for Construction and Materials.

Bidders are required to provide verifications for all Addenda and include with your sealed bids. "Sealed Bid" should be labeled on your envelope.

Bid Submission.

Only paper copies of the bids will be accepted.

Bids will be accepted until 10 am on May 11, 2022.

Bids shall be submitted to:

Kent County Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620
Attn: Michael S. Moulds, P.E., Director of Public Works

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CONTRACT PROVISIONS
MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(MdMUTCD) REQUIREMENTS

CONTRACT NO. KCRDS 22-01

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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.

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

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

Except as otherwise specified in this section, all temporary and permanent highway safety features, including longitudinal barriers, transitions, end terminals, crash cushions, breakaway/yielding supports, truck-mounted attenuators, and work zone traffic control devices, shall meet values recommended when applicable tests are performed for evaluation criteria for the respective evaluation factors, as defined in NCHRP Report 350, or the MASH 2016, as noted herein. When conformance with NCHRP Report 350 or MASH 2016 is required, provide the Engineer with the manufacturers' certifications that the devices comply with the specified criteria. All temporary and permanent highway safety features shall comply with MASH 2016 criteria by the relevant dates noted below.

TEMPORARY INSTALLATIONS FOR MAINTENANCE OF TRAFFIC

The implementation dates below apply to temporary work zone roadside safety hardware and devices.

Temporary work zone devices, including Category 1, 2, 3 and 4 devices manufactured after 12/31/2019, when applicable, must be successfully tested to the 2016 edition of MASH. Relevant devices manufactured on or before 12/31/2019, and successfully tested to NCHRP 350, the 2009 edition of MASH, or otherwise authorized, may continue to be used.

Unless specifically waived in the Contract Documents, only devices approved on Qualified Product List by the Administration may be used.

Category 1 Devices

These devices include cones, tubular markers, flexible delineator posts, and drums, none of which have any accessories or attachments, and are used for channelization and/or delineation.

Category 2 Devices

These devices include Type I, II, and III barricades, portable sign supports with signs, intrusion alarms, and vertical panels. Category 1 devices, such as drums or cones, that are modified with accessories or attachments shall be considered Category 2 devices.

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.

CONTRACT PROVISIONS
(NCHRP) REPORT 350 AND MASH COMPLIANCE

CONTRACT NO. KCRDS 22-01
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(c) Temporary End Treatments.

Category 4 Devices

These devices include area lighting supports, arrow panels, and portable variable message signs that may be portable or trailer-mounted.

Use of Category 4 devices shall comply with the provisions of Part 6 of the MD MUTCD.

PERMANENT ROADSIDE HARDWARE INSTALLATION

The implementation dates below apply to both new and replacement installations of roadside safety hardware on National Highway System (NHS) roadways except when a waiver is approved by FHWA

December 31, 2017: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of W-beam barriers and cast-in-place concrete barriers as specified in Contract Documents.

June 30, 2018: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of W-beam tangent terminals as specified in Contract Documents.

December 31, 2018: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of crash cushions.

December 31, 2019: Contracts with bid openings after this date shall meet testing criteria as defined in MASH 2016 guidelines for all new permanent installations and full replacements of bridge rail, transitions, all other longitudinal barrier (including portable barriers installed permanently), other W-beam terminals (such as double-sided or median terminals, flared terminals, and terminals installed on a flare), sign supports, cable barrier, cable barrier terminals, all other terminals, and all other breakaway hardware as specified in Contract Documents.

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:

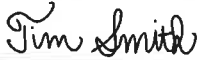
- (a) Prior to performing any work on the project, the areas of wetland will be identified and marked as directed by the Administration. All personnel of the Contractor or sub-contractors shall be alerted to these designated areas.
- (b) The Contractor or sub-contractors shall not impact any wetland 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.

Maryland Department of Transportation
State Highway Administration
High Visibility Safety Apparel Policy

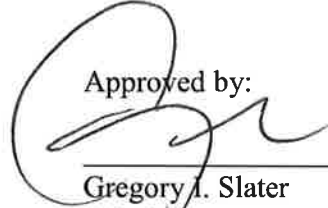
This policy replaces all pre-existing high visibility apparel policies.

Recommended by:



Tim Smith, P.E.
Deputy Administrator
Chief Engineer for Operations

Approved by:



Gregory A. Slater
Administrator

Date:

Date:

1. BACKGROUND

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

2. STATEMENT OF POLICY

- 2.1 The High Visibility Safety Apparel Policy provides a standardized apparel program.
- 2.2 The program seeks to improve the visibility of all persons who work on Maryland Department of Transportation State Highway Administration (MDOT SHA) highways and rights-of-way.
- 2.3 All safety apparel shall contain the appropriate label identifying the class.
- 2.4 Compliance with this policy was effective as of January 1, 2019.

3. APPLICABILITY

- 3.1 This policy applies to all MDOT SHA employees and all other persons who work on Maryland state highways and rights-of-way.
- 3.2 This policy exceeds the standards referenced in the Maryland Manual on Uniform Traffic Control Devices (MD MUTCD) 2011 Edition.
- 3.3 All workers shall wear, at a minimum, a single ANSI/ISEA 107/2015 Class 3 safety garment on the upper torso.
- 3.4 All ANSI Class 3 safety garments must be worn fully fastened to meet ANSI/ISEA 107/2015 specifications.
- 3.5 MDOT SHA employee garments shall have a fluorescent yellow-green background material color and be the outermost garment worn.
- 3.6 MDOT SHA employee garment retro-reflective material color shall be silver or white and shall be visible at minimum distance of 1,000 feet. The retro-reflective safety

apparel shall be designed to clearly recognize and differentiate the wearer as a person from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not to exceed one-and-one-half inches on either side of the retro-reflective material.

- 3.7 SPECIAL NOTE: A breakaway vest may be considered for certain tasks to prevent entanglement.
- 3.8 Non-MDOT SHA workers' garments shall be approved ANSI/ISEA 107/2015 Class 3 for wear on the upper torso that is either fluorescent orange-red or fluorescent yellow-green background material color and must be the outermost garment worn.
- 3.9 Non-MDOT SHA workers' garments retro-reflective material color shall be orange, yellow, white, silver, yellow-green, or 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 as a person from the surrounding work environment.
- 3.10 For all MDOT SHA and non-MDOT SHA workers applicable to this Policy, it is recommended that all ANSI Class 3 safety garments under this Policy be cared for according to the manufacturer specifications.

4. REFERENCES

- 4.1 ANSI/ISEA 107/2015 standard — American National Safety Institute/International Safety Equipment Association
- 4.2 MUTCD 2011 -Manual for Uniform Traffic Control Devices - Sections 6D.03 Paragraph 4 and 6E.02
- 4.3 Visibility Research — The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

5. DEFINITIONS

- 5.1 Highways — all Maryland roadways owned and maintained by MDOT SHA .
- 5.2 High Visibility Safety Apparel (HVSA) — Personal protective safety clothing intended to ensure roadside workers stand-out to drivers during both daytime and nighttime, and other low-light condition usage. The outermost high-visibility garment worn by MDOT SHA and non-MDOT SHA workers who work on MDOT SHA highways and rights-of-way.
- 5.3 Retro-reflective Material – Material that reflects and returns a relatively high proportion of light in a direction close to the direction from which it came.
- 5.4 Background Material – Colored fluorescent material intended to be highly visible, but when not used in conjunction with retro-reflective material as intended, are not compliant with the requirements of this standard for retro-reflective material.
- 5.5 Breakaway – A garment system that allows workers to quickly remove the vest for additional safety around extreme traffic hazards, moving machinery, or equipment.

PROJECT DESCRIPTION

This project, located in Kent County, is for the rehabilitation of Bridge Nos. K-0001 on Langford Road over Mill Pond and K-0002 on Langford Road over East Fork Langford Creek.

The work will consist of the following:

- (a) Installation of new timber piles at Bridge No. K-0001 adjacent to existing piles.
- (b) Removal of existing wingwalls at Bridge No. K-0002.
- (c) Construction of new wingwalls at Bridge No. K-0002.
- (d) Shimming existing abutment bearings at Bridge Nos. K-0001 and K-0002.
- (e) Temporary stream diversions and and erosion and sediment control measures will be put in place to accomplish the work.
- (f) Grading will be included surrounding the wingwalls.

SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications titled, "Standard Specifications for Construction and Materials" dated July 1, 2021, revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids.

PROJECT SCHEDULE

The required project schedule for this project: Type A – Bar Chart

EMPLOYMENT AGENCY

County: Kent County
Address: Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

NOTICE TO CONTRACTOR

NOTICE TO BIDDERS. The Proposal Form Packet requires the following information be submitted for the Bidder and each firm quoting or considered as subcontractors:

- (a) Name of firm.
- (b) Address of firm.
- (c) MBE, Non-MBE, DBE, or Non-DBE.
- (d) Age of firm.
- (e) Annual gross receipts per last calendar year.

AFFIRMATIVE ACTION PLAN (AAP) CONTRACT GOALS. There are no MBE/DBE goals/requirements for this project.

HIGH VISIBILITY SAFETY APPAREL POLICY. The Maryland Department of Transportation's State Highway Administration (MDOT SHA) has updated the High Visibility Safety Apparel Policy which is included in this Contract. Contractor shall comply to the policy fully for the parts Contractor is responsible for.

BOOK OF STANDARDS. The Book of Standards for Highway and Incidental Structures is only available on the Administration's Internet Site at www.roads.maryland.gov. The Book of Standards can be located by clicking on Business; Business Standards and Specifications; Construction and Material Standards and Specifications; and Book of Standards for Highway and Incidental Structures.

2021 STANDARD SPECIFICATION FOR CONSTRUCTION AND MATERIALS BOOK. The 2021 Standard Specifications for Construction and Materials Book is only available on the Administration's Internet Site at www.roads.maryland.gov. The 2021 Specification Book can be located by clicking on Business; Business Standards and Specifications; Construction and Material Standards and Specifications; and Standard and Supplemental Specifications for Construction and Materials.

PAYMENT OF STATE OBLIGATIONS. Section Not Applicable

BRIDGE UNDERCLEARANCE. The minimum underclearances shall be maintained whenever resurfacing a roadway. This may require grinding the existing pavement prior to placing the resurfacing material. Immediately after completing the resurfacing operation and when the lane closures are still in the effect, the Contractor, in the presence of the Engineer, shall measure the minimum vertical underclearance. The Engineer will submit results to the Office of Structures. The cost of these measurements will be incidental to other pertinent items specified in the Contract Documents.

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, as specified in GP-2.09. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. The Administration will not

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. KCRDS 22-01
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respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Written requests for information or questions shall be addressed to:

Mr. Michael S. Moulds, P.E., Director of Public Works
Kent County Department of Public Works
709 Morgnec Road
Chestertown, Maryland
21620

Each request for information or questions shall include the Contract number and the name and address of the originator.

PROCUREMENT OFFICER. Section Not Applicable.

RIGHT-OF-WAY STATUS.

Temporary construction easements are required for this project and have been acquired by Kent County Department of Public Works.

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. KCRDS 22-01
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RAILROAD STATEMENT. Federal Aid Contract No. N/A

For this project, the Administration is providing the following statement of coordination (check one):

- No Railroad coordination required (no RR facilities are affected) (check this box when there is no railroad facility within or near the terminus of the project limits)
- All Railroad work has been completed prior to the project (check this box if traffic control devices within or near the terminus of the Federal-Aid project limits comply with the current edition of the Manual on Uniform Traffic Control Devices)
- The necessary arrangements have been made for all railroad work to be undertaken and completed as required for proper coordination with physical construction schedules. (Appropriate notification shall be provided in the PS&E for railroad coordination concurrent with the project construction)
- For AREAWIDE Contracts, the Administration will provide a Statement of Coordination when the Modification to the 25C is submitted, prior to NTP. (Check this box for all AREAWIDE Projects)

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. KCRDS 22-01
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REQUIRED ENVIRONMENTAL PERMITS, APPROVALS AND AUTHORIZATIONS.

The Administration will obtain all required permits, approvals, or authorizations which are within the project scope and limits set forth in the Contract Documents and listed in the below table. The Contractor shall comply with the requirements of all permits, approvals, or authorizations required for this project. All permits received by advertisement are included in the IFB. Permits received after advertisement and prior to bid opening will be added to the IFB via an addendum.

All of the indicated permits, approvals, and authorizations should be kept on-site unless indicated otherwise. Proposed changes to the project may require additional permits, approvals, and authorizations and/or modifications.

Permit/ Approval/Authorization Description	Required for this project?	Approval/ Permit/ Authorization Included in IFB? ¹	Permit, Approval, Or Auth. Number	Expiration Date
WETLANDS, WATERWAYS, CRITICAL AREA				
MDE Non-tidal Wetland & Waterway Permit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	21-NT- 2008/202160 050	2/17/2026
MDE Authorization to Proceed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
MDE Letter of Authorization	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
MDE General Waterway Construction Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
MDE Water Quality Certification	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	21-NT- 2008/202160 050	2/17/2026
MDE Tidal License	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
MDE Tidal Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
MDE Tidal No-License	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
Maryland State Programmatic General Permit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	21-NT- 2008/202160 050	9/30/2021 Extended to 9/30/2022
COE Individual Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
U.S. Coast Guard Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
Critical Area Commission Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	KC 17-21	N/A
MDE Water Appropriations Permit for Ground Water	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
EROSION/SEDIMENT CONTROL & STORMWATER MANAGEMENT				
Stormwater Management and Erosion & Sediment Control Approval	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	21-395	9/29/2022

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

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Permit/ Approval/Authorization Description	Required for this project?	Approval/ Permit/ Authorization Included in IFB? ¹	Permit, Approval, Or Auth. Number	Expiration Date
NPDES Permit for Stormwater Associated with Construction Activity ²	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
AASCD Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
TREES				
MD Roadside Tree Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	N/A
Maryland Reforestation Law Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No		N/A
Maryland Forest Conservation Act Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No	N/A	

¹ ‘Draft’ indicates the formal permit has not been obtained but draft permit conditions are included.

² See website listed below for complete NPDES Permit requirements:

<http://mde.maryland.gov/programs/Permits/WaterManagementPermits/Documents/2014MDRC-GeneralPermit.pdf>

Abbreviations:

AASCD - Anne Arundel Soil Conservation District
 COE – U.S. Army Corps of Engineers
 MDE – Maryland Department of the Environment
 NPDES – National Pollutant Discharge Elimination System

NOTICE TO CONTRACTOR

EARLY SUBMISSIONS. The last sentence of the first paragraph of TC-5.02, “No work shall be started before receipt of the Notice to Proceed” shall not apply to the following:

After notification to the Contractor from the Administration that the Contractor is the apparent low bidder, the Contractor will be permitted to provide a written request to the Engineer to submit documentation for materials sources and working drawings for any items of work that have a long lead time and could jeopardize the project schedule. Upon written approval from the Engineer the Contractor may submit the applicable documentation to the Engineer.

Should the Contract not be awarded to the apparent low bidder who meets the requirements of the Contract, GP-8.10 will apply for all costs accrued for the preparation and approval of the working drawings and any resultant material purchase approved by the District Engineer and steel fabricated in conformance with the approved working drawings between the date the Contractor received notice of apparent low bidder and the date of notice that the apparent low bidder will not be awarded this Contract.

Should this Contract not be awarded to the apparent low bidder due to failure of the Contractor to comply with all award and execution requirements, all costs accrued for the preparation of the specific items and any resultant material purchased and steel fabrication shall be borne by the Contractor.

Failure of the Contractor to submit the early submissions will not be basis for delaying issuance of the Notice to Proceed or be considered a reason for a time extension.

GENERAL PROVISIONS

**GP SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS**

DELETE: GP-SECTION 2 — BIDDING REQUIREMENTS AND CONDITIONS in its entirety.

INSERT: The following.

GP-2.01 BID IRREVOCABLE.

Unless otherwise provided in the Invitation for Bids, bid prices are irrevocable for 90 days following bid opening.

GP-2.02 CONTENTS OF BID FORMS.

All papers included in, bound thereto or attached to the bid form are necessary parts thereof and shall not be detached, separated or altered. The Plans, Specifications, Supplemental Specifications, referred to in the Specifications, and all other Contract Documents will be considered a part of the bid form whether attached thereto or not.

GP-2.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE.

Where designated as estimated quantities, the quantities in the prepared bid schedule are approximate only. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract and as provided in GP-4.04 Variations in Estimated Quantities.

GP-2.04 SITE INVESTIGATION.

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, and confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Administration, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Administration assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Administration.

GP-2.05 TAXES-RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO FILE, ETC.

- (a) The Contractor is responsible for, and by submitting a bid agrees to pay, all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the construction. The Contractor is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay same.
- (b) The Contractor shall indicate its Federal Tax Identification or Social Security number on the face of each invoice billed to the Administration.
- (c) The Administration or the Comptroller of the Treasury may withhold any payment under this Contract until the Contractor and any subcontractors performing any duties under this Contract have paid all State taxes or other obligations due the State of Maryland. The taxes or other obligations shall be resolved either by set-off of the amount due the Contractor against the amounts due the State or by direct payment.

GP-2.06 PREPARATION OF BID.

On Administration Contracts the Contractor may elect to submit his bid on forms generated in the development of his bid as specified in TC-2.02 Preparation of Bid.

- (a) The bidder shall submit his bid upon the blank forms furnished by the Administration. The bidder shall specify a price in dollars and cents for each pay item given, and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, together with the total amount of the bid obtained by adding the amounts of the several items.
- (b) The bid form(s) shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, the bid shall be signed by such member or members of the partnership as have authority to bind the partnership. If submitted by a corporation or other business entity, the same shall be signed by an officer with his or her position stated below the signature line. Such signature shall constitute the Contractor's representation and warrant that the signing party has the Contractor's authorization to do so, binding the Contractor to the bid and to the Contract. All bids shall be signed in ink. All erasures or alterations shall be initialed by the signer in ink.
- (c) **Bid Samples and Descriptive Literature.** If the Invitation for Bids requires the bidder to furnish samples or descriptive literature, it shall be submitted with the bid, unless the Invitation for Bids provides otherwise.
- (d) Offerors shall identify those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed by the State under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

- (e) Foreign Corporations – Pursuant to the Corporations and Associations, Title 7 of the Annotated Code of Maryland, corporations not incorporated in the State shall register with the State Department of Assessments and Taxation, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

GP-2.07 PROPOSAL GUARANTY.

(a) No bid will be considered for any Contract in excess of \$100,000 unless accompanied by a guaranty in an amount not less than 5 percent of the amount bid, or such amount as may be specified elsewhere in the bid documents and made payable to the State of Maryland.

(b) Acceptable forms of security for bid guaranty shall be:

- (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, or trust account;
- (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State of Maryland; or
- (4) Cash or other securities—if submitted pursuant to COMAR 21.06.07.01

GP-2.08 DELIVERY OF BIDS.

Each bid must be submitted in a sealed envelope plainly marked to indicate its contents. When sent by mail, the sealed bid must be addressed to the Administration at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place specified in the Notice to Contractors. Bids received after the time for opening of bids will be treated in accordance with the provisions of GP-2.12.

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 procurement officer, and delivered no later than 10 days prior to the scheduled date of bid opening. Responses to questions or 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.**

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

GP-2.10 AMENDMENTS TO INVITATION FOR BIDS.

- (a) **Form.** Each amendment to an Invitation for Bids shall be in writing and identified as such.
- (b) **Acknowledgements.** Unless otherwise provided, the bidder shall acknowledge receipt of all amendments.

GP-2.11 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS.

- (a) **Procedure.** Bids may be modified or withdrawn by written notice delivered to and received in the office designated in the Invitation for Bids before the time and date set for bid opening. Written notice of modification or withdrawal may be delivered by hand delivery, overnight carrier, or by US Postal mail. Any notice addressed in this subsection must be received before the time and date set for bid opening.
- (b) **Disposition of Bid Security.** If a bid is withdrawn in accordance with this regulation, the bid security, if any, shall be returned to the bidder.

GP-2.12 LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATIONS.

- (a) **Policy.** Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late. Any request for withdrawal or request for modification received after the time and date set for opening of bids at the place designated for opening is late.
- (b) **Treatment.** A late bid, late request for modification, or late request for withdrawal may not be considered. Late bids will be returned to the bidder unopened. Upon written approval of the Office of the Attorney General, exceptions may be made when a late bid, withdrawal, or modification is received before Contract award, and the bid, withdrawal, or modification would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees.

NOTE: Provision GP-2.12(b) does not apply to Federal Aid projects.

GP-2.13 OPENING AND RECORDING OF BIDS.

- (a) **Opening and Recording.** Bids and modifications shall be opened publicly, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available. This information also shall be recorded at the time of bid opening. The bids shall be tabulated or a bid abstract made. The opened bid shall be available for public inspection at a reasonable time after bid opening but in any case before Contract award except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in COMAR 21. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid. Prices, makes, and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at a reasonable time after bid opening but in any event before Contract award regardless of any designation to the contrary at the time of bid opening.
- (b) **Confidential Data.** The procurement officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Confidential, proprietary information, and trade secrets furnished by a bidder or offeror may be disclosed to another State agency if there is a need for the information and may not be disclosed outside of State government except as provided by the Public Information Act or other applicable laws of this State.

GP-2.14 MISTAKES IN BIDS.

- (a) **Mistakes Discovered Before Opening.** A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in GP-2.11.
- (b) **Confirmation of Bid.** If the procurement officer knows or has reason to conclude that a mistake may have been made, the bidder may be required to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn upon written approval of the Office of the Attorney General if any of the following conditions are met:
- (1) If the mistake and intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
- (2) A bidder may be permitted to withdraw a low bid if:
- (a) A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- (b) The bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.
- (c) **Mistakes Discovered After Award.** Mistakes may not be corrected after award of the Contract except when the procurement officer and the head of a procurement agency makes a determination that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Corrections shall be submitted to and approved by the Office of the Attorney General.

GP-2.15 MINOR IRREGULARITIES OR INFORMALITIES.

General. Minor irregularities or informalities in bids, as defined below, may be waived if the procurement officer determines that it shall be in the State's best interest. The procurement officer may either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or waive the deficiency where it is to the State's advantage to do so.

When at any public opening of bids, a bid appears to be irregular, as herein specified, this fact may be announced when read. Said bid shall be read as other bids and then referred to the procurement officer for consideration and appropriate action thereon in accordance with these General Provisions, Law and Regulation.

A minor irregularity is one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid or proposal from the exact

requirement of the solicitation, the correction or waiver of which would not be prejudicial to other bidders or offerors. The defect or variation in the bid or proposal is immaterial and inconsequential when its significance as to price, quantity, quality, or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured and the intent and meaning of the entire bid or proposal is clear.

GP-2.16 CANCELLATION OF INVITATION FOR BIDS.

- (a) Before opening of bids a solicitation may be canceled in whole or in part when the State determines this action is fiscally advantageous or otherwise in its best interest.
- (b) When a solicitation is canceled before bid opening, the bids shall be returned to the vendors submitting them and notice of cancellation shall be included.

GP-2.17 REJECTION OF INDIVIDUAL BIDS OR PROPOSALS.

- (a) Any bid may be rejected in whole or in part when it is in the best interest of the State to do so.
- (b) Reasons for rejection of a bid may include but are not limited to:
 - (1) The bid is not responsive i.e., it does not conform in all material respects to the solicitation.
 - (2) Unreasonable price;
 - (3) The bidder submitting the bid is determined to be nonresponsible. A determination of nonresponsibility may be made for, but is not limited to, any of the following reasons:
 - (a) Bidder debarred or ineligible and period of debarment or ineligibility not expired.
 - (b) The unit prices contained in a bid are unbalanced.
 - (c) Evidence of collusion among bidders.
 - (d) Inadequate quantity and/or quality of experience, plant, equipment, financing, manpower or other resources required to perform the Contract.
 - (e) Bidder's workload which, in the judgement of the Administration, might hinder or prevent the prompt completion of the subject work if awarded.
 - (f) Default by the bidder on other Contracts.
 - (g) Failure to pay or satisfactorily settle all reasonable and just bills due for labor and material on prior or current Contracts.

- (h) The same person has an interest in more than one bid on a Contract exclusive of being named by another bidder as a subcontractor.
 - (i) Failure to perform satisfactorily on other Contracts awarded, and the conditions leading to unsatisfactory performance remain unresolved.
 - (j) Any other reason affecting the bidder's ability to perform, or record of business integrity.
 - (k) Bidder not otherwise qualified and eligible to receive an award under applicable laws and regulations.
- (4) The bidder or offeror fails to supply information to the procurement officer promptly, after notification from the procurement officer that such information is required in connection with a determination to be made pursuant to this GP-2.17.

GP-2.18 REJECTION OF ALL BIDS.

- (a) After opening of bids or proposals but before award, all bids or proposals may be rejected in whole or in part when the procurement officer, with the approval of the agency head or his designee, determines that this action is fiscally advantageous or otherwise in the State's best interest.
- (b) A notice of rejection of all bids shall be sent to all vendors that submitted bids, and bids which have been opened shall be retained by the Administration.

GP-2.19 BID EVALUATION AND AWARD.

- (a) **General.** The Contract is to be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids, and is either the lowest bid price or lowest evaluated bid price.
- (b) **Determination of Lowest Bidder.** Bids shall be evaluated to determine which bidder offers the lowest cost to the State in accordance with the evaluation criteria set forth in the Invitation for Bids.

Except as otherwise provided under GP-2.14 Mistakes in Bids:

- (1) The unit price will govern in the event of a discrepancy between the unit price bid and the extended price (product of unit price multiplied by the quantity).
- (2) The sum of the extended prices will govern in the event of a discrepancy between the total lump sum bid and the extended prices.
- (3) The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

- (4) If a unit price has been omitted, the unit price will be determined by dividing the extended price by the quantity.

The Administration reserves the right to make the award by item, or groups of items, or total bid if it is in the best interest of the State to do so unless the bidder specifies in his bid that a particular or progressive award is not acceptable.

- (c) **Award.** Upon determination of the lowest bidder, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Contract may be awarded to that bidder. A Contract may be awarded to a bidder offering a higher quality item than that designated in the Invitation for Bids if that bidder is also the lowest responsive and responsible bidder.

GP-2.20 TIE BIDS.

On Administration Federal Aid Contracts, the preference to in-State Contractors does not apply.

- (a) **Definition.** Tie bids are responsive bids from responsible bidders that are identical in price, terms and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation for Bids.

- (b) **Award.** In the instance of tie bids, the award shall be made in accordance with COMAR 21.05.02.14. If identical low bids are received from an in-State and out-of-State bidder, the award shall be made to the in-State bidder. If identical low bids are received from in-State bidders or from out-of-State bidders, a drawing shall be conducted, and a witness shall be present to verify and certify the result.

GP-2.21 RESIDENT BUSINESS PREFERENCE.

- (a) When awarding a Contract by competitive sealed bidding, if the State in which a nonresident firm submitting the lowest responsible bid is located gives a competitive advantage to its resident businesses, a procurement agency may give an identical competitive advantage to the Maryland firm submitting the lowest responsive and responsible bid in order to determine Contract award.

- (b) A competitive advantage may include:

- (1) A percentage preference;
- (2) An employee residency requirement;
- (3) Any other provision that favors a nonresident firm over a Maryland firm.

- (c) This provision GP-2.21 shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

GP-2.22 MULTIPLE OR ALTERNATE BIDS.

Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

GP-2.23 BID PROTESTS.

A bid protest must be in writing and filed with the procurement officer. Oral objections, whether or not acted on, are not protests.

(a) Time for Filing.

- (1) A bid protest shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier.
- (2) A protest based on alleged improprieties in the solicitation which are apparent before the bid opening or the closing date for receipt of initial proposals shall be filed before the opening date or the closing date for receipt of initial proposals.

(b) Content of Written Protest.

- (1) Name and address of protestor.
- (2) Bid or Contract number.
- (3) Reasons for protest.
- (4) Supporting exhibits, evidence or documents to support claim. If not available within filing time, indicate expected availability date.
- (5) Mark envelope "protest".

Bid protests will be resolved pursuant to COMAR 21.10.02.

TERMS AND CONDITIONS

TC – SECTION 2 — BIDDING REQUIREMENTS AND CONDITIONS

TC-2.03 PREPARATION OF BID

DELETE: Paragraphs (d) and (e).

INSERT: The following.

- (d) Offerors shall identify those portions of their proposals which they deem to be confidential, proprietary information, or trade secrets and provide any justification of why such materials should not be disclosed by the State under the Maryland Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.
- (e) Foreign Corporations – Pursuant to the Corporations and Associations Article, Title 7 of the Annotated Code of Maryland, corporations not incorporated in the State shall register with the State Department of Assessments and Taxation before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

TC-2.05 DELIVERY OF BIDS

Only paper copies of the bids will be accepted.

TERMS AND CONDITIONS

TC SECTION 4
CONTROL OF WORK

TC-4.02 FAILURE TO MAINTAIN PROJECT

ADD: As a third 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 or \$250 per day, whichever is more 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.

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.01 TRAFFIC CONTROL PLAN (TCP)

104.01.01 DESCRIPTION.

DELETE: The fourth paragraph sentence “Refer to contract Documents for Work Restrictions.” in its entirety.

INSERT: The following.

Work Restrictions.

Work is not permitted on the following holidays indicated below with an “X”, nor is work permitted on the day immediately preceding and immediately following the 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
- Juneteenth Day, June 19
- Independence Day, July 4
- Labor Day, the first Monday in September
- Columbus Day, the second Monday in October
- Veterans Day, November 11
- Thanksgiving Day, the fourth Thursday in November
- Christmas Day, December 25

Work is not permitted on the following weekend days indicated below with an “X”.

- Saturdays, unless prior written approval is given by the Engineer
- Sundays, unless prior written approval is given by the Engineer

TEMPORARY LANE OR SHOULDER CLOSURE SCHEDULE			
ROADWAY	# LANE(S) / SHOULDER CAN BE CLOSED	DAY OF THE WEEK	CLOSURE PERIOD (TIME OF DAY)
Langford Road	1 Lane Flagging is allowed	Monday-Friday	9am – 3pm

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

When closing, or opening a lane or shoulder on freeways, expressways, and roadways with posted speed ≥ 55 mph, ensure a work vehicle is 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, either a truck-mounted attenuator (TMA) with support structure designed for attaching the system to the work vehicle or a trailer truck-mounted attenuator (TTMA) designed for attaching the system to the work vehicle by a Pintle hook and an arrow panel (arrow mode for multilane roadways and caution mode on two-lane, two-way roadways).

Temporary Traffic Control for shoulder work along freeways, expressways, and roadways with posted speed ≥ 55 mph shall include the use of a PV. The PV shall be outfitted with a TMA or TTMA as noted above and be positioned on the shoulder to protect the work area throughout the duration of the shoulder work operation.

The work vehicle size and method of attachment shall be as specified in the TMA/TTMA manufacturer's specification as tested under NCHRP and/or MASH Test Level 3.

When a temporary lane or shoulder closure is in effect, begin work within one hour after the lane is closed. For any delay, greater than one hour and no work in progress, remove the lane/shoulder closure. Ensure the Traffic Manager attends the Pre-Construction, Pre-Structural Steel Erection, Pre-Concrete Placement, Pre-MOT Shift, and Pre-Paving Meetings and is prepared to competently discuss traffic control, the Traffic Control Plan (TCP), and the procedures to be implemented for lane closures.

All closures shall be in conformance with the approved TCP and at the direction of the 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/shoulder to be closed or restricted before the time permitted in the Contract Documents unless otherwise 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 the actual time lane/shoulder closure or restriction is permitted. When temporary traffic control devices are being installed, ensure that all work vehicles involved in the installation display flashing lights that provide a 360-degree visibility of the vehicles. These lights shall remain on until the full installation of TTC devices is complete. Temporary traffic signs may be displayed to traffic at this time.

Workers shall not enter any lane open to traffic. Workers may be present on shoulders to prepare for lane closure setup no earlier than 30 minutes prior to the actual time lane/shoulder closures or restrictions are permitted. During preparation for the lane closure, ensure that all work vehicles at the site and involved in the installation of the lane closure or restriction display flashing lights that provide 360-degree visibility of the vehicles, as required by MD 104.01-18B. These lights shall remain on while the vehicle remains in the work zone and until the full implementation of the road closure or restriction is complete.

Restore all temporary lane or shoulder closures at the end of the closure period and ensure that no travel lane has been reduced to less than 11 ft on expressways, freeways and 10 ft on other roadways. Prior to opening the closed lane or shoulder, 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 assessed in conformance with the following.

This is in addition to the requirements specified in TC-4.02.

The lane closure penalties for freeways are categorized by the District in which they are located.

For Districts 1, 2 and 6, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR FREEWAYS	
ELAPSED TIME, (MINUTES)	DEDUCTION
<i>For 1 Lane Closures</i>	
1 – 10	\$ 100.00
Each minute over 10	\$50.00 per minute (In addition to original 10 minute deduction)
<i>For 2 or more Lane Closures</i>	
1 – 10	\$ 200.00
Each minute over 10	\$100.00 per minute (In addition to original 10 minute deduction)

For Districts 3, 4, 5 and 7, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR FREEWAYS	
ELAPSED TIME, (MINUTES)	DEDUCTION
<i>For 1 Lane Closures</i>	
1 – 10	\$ 1,000.00
Each minute over 10	\$500.00 per minute (In addition to original 10 minute deduction)
<i>For 2 or more Lane Closures</i>	
1 – 10	\$ 2,000.00
Each minute over 10	\$1,000.00 per minute (In addition to original 10 minute deduction)

The lane closure penalties for other roads are categorized by intersection Level of Service. The penalty for other roads with Level of Service D, E or F is greater than that for Level of Service A, B or C.

For Level of Service A, B or C, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR OTHER ROADS	
ELAPSED TIME, (MINUTES)	DEDUCTION
<i>For 1 Lane Closures</i>	
1 – 10	\$ 150.00
Over 10	\$75.00 per minute (In addition to the original 10 minute deduction)
<i>For 2 or more Lane Closures</i>	
1 – 10	\$ 300.00
Over 10	\$150.00 per minute (In addition to the original 10 minute deduction)

For Level of Service D, E or F, the following fee structure will be followed:

ASSESSED DEDUCTIONS FOR OTHER ROADS	
ELAPSED TIME, (MINUTES)	DEDUCTION
<i>For 1 Lane Closures</i>	
1 – 10	\$ 300.00
Over 10	\$150.00 per minute (In addition to the original 10 minute deduction)
<i>For 2 or more Lane Closures</i>	
1 – 10	\$ 600.00
Over 10	\$300.00 per minute (In addition to the original 10 minute deduction)

To modify the work restrictions, submit a request to the Engineer in writing with at least 72 hours notice. Do not implement any changes until written approval from the Engineer is received. Include a copy of the original work restrictions with the written request. The Engineer also reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents.

CATEGORY 100
PRELIMINARY

SECTION 108 — MOBILIZATION AND DEMOBILIZATION

DELETE: SECTION 108 — MOBILIZATION AND DEMOBILIZATION in its entirety.

INSERT: The following.

SECTION 108 — MOBILIZATION AND DEMOBILIZATION

108.01 DESCRIPTION. Construction preparatory and closing (clean-up) operations that include the movement of personnel, supplies, materials, tools, equipment, and incidentals to, within, and away from the project site collectively for the project and for individual work operations; and the establishment and removal/decommissioning of the Contractor's offices, buildings, and other facilities necessary to commence, continue, and conclude the work. Perform final clean-up as specified in GP-4.09.

108.02 MATERIALS. Not applicable.

108.03 CONSTRUCTION. Not applicable.

108.04 MEASUREMENT AND PAYMENT

Mobilization and Demobilization will not be measured but will be paid for at the Contract lump sum price not to exceed 3 percent of the adjusted contract amount. The adjusted contract amount is defined as the total Contract amount less the lump sum bid for Mobilization and Demobilization. If the amount bid for this item exceeds 3 percent of the adjusted contract amount, the bid shall be rejected as not responsive.

Payment of the Mobilization and Demobilization item, up to a maximum of 3 percent of the adjusted Contract amount, will be made according to the following payment schedule.

- (a) 50 percent of the Mobilization and Demobilization will be paid in the first monthly estimate after the Contractor has established the necessary facilities.
- (b) 50 percent of Mobilization and Demobilization will be prorated and paid in equal amounts on each of the next five monthly estimates.

Payment of the Mobilization and Demobilization item will not be made more than once, regardless of the fact that the Contractor may have, for any reason, shut the work down on the project or moved their equipment away from the project and then back again.

The cost of all required insurance and bonds will be incidental to this item.

SPECIAL PROVISIONS
108 — MOBILIZATION AND DEMOBILIZATION

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If the Mobilization and Demobilization item is not provided, the cost of mobilization and demobilization, including the required insurance and bonds, will be incidental to the other items specified in the Contract Documents. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

CATEGORY 200
GRADING

SECTION 203 — BORROW EXCAVATION

203.01.02 Notice to Contractor — Borrow Pits.

ADD: After the first paragraph.

This project is located in Kent County. The following conditions applicable to the county or city shall be complied with and documented.

DISTRICT 1

Dorchester (DO) County

Site plan approved by Soil Conservation District.
Grading permit from County Highway Department (except City of Cambridge).
Planning and Zoning approval for use.
Critical Areas approval (if applicable).
Inspection by County.

Somerset (SO) County

Site plan approved by Soil Conservation District.
Grading Permit from the County.
Land Use permit.
Critical Areas approval by Planning and Zoning (if applicable).
Inspection by SHA.

Wicomico (WI) County

Site plan approved by Soil Conservation District.
Certificate of compliance with Planning and Zoning if located in Critical Area.
Inspection by SHA.

Worcester (WO) County

Site plan approved by Soil Conservation District.
Critical areas approved by Planning and Zoning (if applicable).
Inspection by SHA.

DISTRICT 2

Caroline (CO), Cecil (CE), Queen Anne's (QA) and
Talbot (TA) Counties

Site plan approved by Soil Conservation District.
Planning and Zoning approval.
Critical Areas approval (if applicable).
Inspection by SHA.

Kent (KE) County

Site plan approved by Soil Conservation District.
Grading permit.
Planning and Zoning approval.
Critical Areas approval (if applicable).
Inspection by SHA.

DISTRICT 3

Montgomery (MO) County
Sediment control permit and plan approval by County
Department of Environmental Protection, Division of
Water Resources Management, Storm Water Management Section/Sediment Control.
Approval by Maryland National Capital Park and Planning Commission (if applicable).
Inspection by County.

Prince Georges (PG) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Tree conservation plan approval by Maryland National Capital Park and Planning
Commission (if applicable).
Critical Areas approval (if applicable).
Payment of all pertinent county fees and/or securing of county required bonding.
Inspection by SHA with oversight by County.

DISTRICT 4

Baltimore (BA) County
Site Plan approved by the Department of Environmental Protection and the Soil
Conservation District.
County Grading Permit.
Critical Areas approval by the Department of Environmental Protection and Resource
Management (if applicable).
Inspection by County.

Harford (HA) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Critical Areas approval (if applicable).
Inspection by County.

DISTRICT 5

Anne Arundel (AA) County
Site Plan approved by Soil Conservation District.
Planning and zoning approval - special exception required.
Grading plan issued by the County Department of Inspections and Permits.
Critical Areas approval (if applicable).
Inspection by County and SHA.

Calvert (CA) County
Site Plan approved by Soil Conservation District.
Grading plan issued by the County after a mining permit or exemption is issued.
Critical Areas approval (if applicable).
Inspection by SHA.

SPECIAL PROVISIONS
203 — BORROW EXCAVATION

CONTRACT NO. KCRDS 22-01
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Charles (CH) County
Site Plan approved by Soil Conservation District.
Special exception granted by the County.
Critical Areas approval (if applicable).
Inspection by SHA.

St. Mary's (SM) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Critical Areas approval (if applicable).
Inspection by SHA.

DISTRICT 6

Allegany (AL) County
Site plan approved by Soil Conservation District.
Informational copy of plans to County Planning and Zoning Commission.
Inspection by SHA.

Garrett (GA) and Washington (WA) Counties
Site plan approval by Soil Conservation District.
Inspection by SHA.

DISTRICT 7

Carroll (CL) County
Site plan approved by County Planning Commission.
Sediment control plan approval by Soil Conservation District.
County Grading Permit.
Inspection by County.

Frederick (FR) County
Site plan approved by Soil Conservation District.
County Grading Permit.
Inspection by SHA.

Howard (HO) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Inspection by County.

BALTIMORE CITY (BC)

Site plan approved Baltimore City Department of Public Works (BCDPW).
Inspection by BCDPW.

STATE AND FEDERAL PROPERTY

Borrow pits located on state and federal property are subject to Maryland Department
of the Environment approval.
Inspection by SHA.

CATEGORY 300
DRAINAGE

TIMBER MATTING

DESCRIPTION. This work shall consist of installing, maintaining, and removing timber matting as an erosion and sediment control device to minimize disturbance of the existing ground during construction. Two different types of timber matting are specified in the contract documents. Foot Access Timber Matting shall be used for foot traffic only; no motorized equipment is allowed. Vehicular Timber Matting shall be used for motorized equipment access.

MATERIALS

Geotextile, Non-Woven	919.01, Class E
Wood Chip Mulch	920.04.04

Timber. Timber planks, mats, and plywood shall be common construction-grade materials free of contaminants or hazardous materials.

Stakes. Securing stakes shall be 2 in. x 2 in. x 2 ft. tapered wood stakes.

CONSTRUCTION. Install different types of matting as shown on the contract documents. Alternative types of matting may be submitted to the Engineer for approval. Do not disturb existing ground surface during installation of matting.

Maintain matting for the duration of construction. Ensure that matting is not disturbing or sinking into the existing ground surface to the extent practical. Prevent wood chip mulch from spreading beyond matting area to the extent practical, wrapping the exposed wood chip mulch in geotextile if necessary.

Remove matting at the completion of construction. Do not disturb existing ground surface during removal of matting.

MEASUREMENT AND PAYMENT. Foot Access Timber Matting will be measured and paid for at the Contract unit price per square foot.

Vehicular Timber matting will be measured and paid for at the Contract unit price per square foot.

The payment will be full compensation for furnishing and installation of all geotextile, wood chip mulch, timber planks and mats, plywood, and wood stakes, removal and disposal of materials at completion of construction, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

ITEM 4001 – MAINTENANCE OF STREAM FLOW

Refer to Section 308 of the Standard Specifications.

Maintenance of Stream Flow at both bridges is covered under this single pay item.

ITEM 4002 – WINGWALL REPAIRS & REHABILITATION

Refer to Section 402, 405, 410 and 462 of the Standard Specifications and the following.

CONSTRUCTION REQUIREMENTS.

This work consists of furnishing, preparing, treating, installing of the timber piles and timber sheeting and the removal of existing structure and construction of new wing walls as shown on the Plans and/or as directed by the Engineer.

Timber. For materials, refer to Section 462.02 of the Standard Specifications.

All timber used on this project shall be Southern Yellow Pine and shall be treated in accordance with these specifications.

Timber Piles. For materials, refer to Section 410.02 of the Standard Specifications. Construction methods shall conform to Section 410.03.07 of the Standard Specifications.

All timber piles shall be Southern Yellow Pine and shall conform to ASTM D 25, unused, clean peeled and one piece from butt to tip. The piles shall have the following minimum strength values:

- Fb = 2,400 psi
- Fv = 110 psi
- E = 1,500,000 psi

The Contractor shall furnish a Certificate of Compliance to the Engineer with each shipment of material. The certification shall be signed by an agency certified by the American Lumber Standards Committee that the timber or lumber conforms to the grade, species, and any other specified requirements.

Timber Sheeting and Dimensional Lumber. All timber sheeting shall be dressed solid sawn lumber, Southern Yellow Pine and shall conform to the Specifications for Wood Products, AASTHO M 168. The moisture content of the lumber shall not exceed 19 percent at the time of installation. The sheeting shall have the following minimum strength values:

- Fb = 1,700 psi
- Fv = 175 psi
- E = 1,800,000 psi

The Contractor shall furnish a Certificate of Compliance to the Engineer with each shipment of material. The certification shall be signed by an agency certified by the American Lumber Standards Committee that the timber or lumber conforms to the grade, species, and any other specified requirements.

Timber Preservative. Refer to Section 921.06 of the Standard Specifications and the following.

All timber piles and timber sheeting shall be treated with a waterborne preservative in accordance with AWWA U1 to the requirements of use category 5B (UC5B) and AASHTO M 133.

The Contractor shall furnish a Certificate of Compliance, with copies of the inspection report attached, to the Engineer with each shipment of material. Such certificates shall identify the type of preservative treatment used and the quantity in pounds per cubic foot (assay method) and shall be signed by the treater or the qualified independent inspection agency. Each piece of treated timber shall bear a legible brand, mark, or tag indicating the name of the treater and the specification symbol or specification requirement to which the treatment conforms.

Field cuts, holes and other penetrations shall be treated in accordance with AWWA M4.

Hardware. For materials, refer to Section 462.02 of the Standard Specifications. All hardware shall be hot dipped galvanized in accordance with ASTM A 123 and A 153.

All bolts shall be unpainted ASTM A307 Galvanized Steel.

All washers shall be unpainted ASTM F436 Galvanized Steel.

All nuts shall be unpainted ASTM A 563, Grade A, Galvanized Steel.

All spikes shall be unpainted ASTM F1667 Galvanized Steel.

Glass Resin Composite Shield. For materials, 907.01.01 of the Standard Specifications. Construction methods shall conform to Section 462.03.05 of the Standard Specifications.

All new timber piles and existing piles, as stated on the Plans and/or as directed by the Engineer, shall have a glass resin composite shield installed on the cap.

Backfill. Material shall be native material except as noted herein. Unsuitable soils for backfill (heavy clay or organic soils) shall not be used in the backfill. Backfill shall be placed in lifts not to exceed 12 in. and compacted to 95 percent Standard Proctor Density. A 1'-0" width of porous backfill shall be used immediately adjacent to the wingwall in accordance with MDOT SHA Section 469.

Temporary Support of Excavation. Temporary support of excavation shall be required in order to maintain traffic on the existing roadway during construction of the wingwalls. Exact location of Temporary Support of Excavation to be determined by the Contractor and Submitted to the Engineer for Approval. No additional compensation will be allowed.

Where support of excavation is adjacent to traffic, the excavated area shall be protected from traffic by a temporary concrete barrier. The Contractor may elect to extend the support of excavation 3'-6" minimum above the roadway and design the temporary support of excavation for

AASHTO TL-2 collision force. If the temporary support of excavation is designed for the collision force, a concrete barrier should be placed in front of it and the space between the barrier and the support of excavation should be filled with stone.

Temporary Support of Utilities. Temporary support of utilities shall be required as indicated on the plans.

Geotextile. Geotextile shall be Class SD, Type II, Nonwoven geotextile in accordance with MDOT SHA Section 919.

METHOD OF MEASUREMENT.

Wingwall Repairs & Rehabilitation will not be measured for payment but the cost thereof will be included in the Contract lump sum price bid for Wingwall Repairs & Rehabilitation.

BASIS OF PAYMENT.

Payment will be full compensation for excavation, removal of existing structures, all timber, preservatives, hardware, fasteners, glass resin composite shields, backfill (porous and native), geotextile, shims, fabrication, installation and for all material, labor, equipment, tools and incidentals necessary to complete the work.

Class 3 Excavation will not be measured and payment will be incidental to the Contract lump sum price for the item “Wingwall Repairs & Rehabilitation”.

Timber piling, sheeting, dimensional lumber and shims will not be measured and payment will be incidental to the Contract lump sum price for the item “Wingwall Repairs & Rehabilitation”.

Glass Resin Composite Shield will not be measured and payment will be incidental to the Contract lump sum price for the item “Wingwall Repairs & Rehabilitation”.

Concrete barrier shall be measured and paid for by the “Precast Temporary 32 Inch F Shape Concrete Traffic Barrier” Item. Stone backfill shall be incidental to the “Precast Temporary 32 Inch F Shape Concrete Traffic Barrier” Item.

Temporary Support of Excavation will not be measured and payment will be incidental to the Contract lump sum price for the item “Wingwall Repairs & Rehabilitation”. Design of support of excavation shall be considered incidental to the “Wingwall Repairs & Rehabilitation” Item.

Temporary Support of Utilities will not be measured and payment will be incidental to the lump sum price for the item ‘Wingwall Repairs and Rehabilitation’.

ITEM 4003 – SHIM ABUTMENT BEARINGS

Refer to Section 462 of the Standard Specifications, Item 4002 – Wingwall Repairs & Rehabilitation, and the following.

CONSTRUCTION REQUIREMENTS.

This work consists of furnishing, measuring, preparing, treating and installing shims or epoxy at the abutment bearings as shown on the Plans and/or as directed by the Engineer. Prior to beginning work, the area between the timber pile and bottom of the abutment cap shall be cleaned to remove any dirt and debris. The Engineer shall approve the application method suitable for each repair area.

The Contractor shall field verify all dimensions, including but not limited to, the width, depth and height of the loss of bearing before ordering materials.

Gap \leq 1/4" When the gap between the bottom of the existing abutment glulam pile cap and the top of the existing abutment timber pile is less than or equal to 1/4", an epoxy grout shall be pressure-injected to restore full bearing.

For materials, refer to Section 902.11(d) of the Standard Specifications.

Gap $>$ 1/4" When the gap between the bottom of the existing abutment glulam pile cap and the top of the existing abutment timber pile is greater than 1/4", timber shims shall be installed to restore full bearing. Timber shims shall be field measured, cut and placed to ensure a tight fit and good bearing. The top and bottom of the shims shall be installed with an epoxy adhesive.

For materials, refer to Item 4002 "Wingwall Repairs & Rehabilitation" for all timber shims.

For epoxy adhesive, refer to Section 921.04 of the Standard Specifications.

METHOD OF MEASUREMENT.

Shim Abutment Bearings will not be measured for payment but the cost thereof will be included in the Contract lump sum price bid for Shim Abutment Bearings.

BASIS OF PAYMENT.

Payment will be full compensation for all timber, preservatives, fabrication, installation and for all material labor, equipment, tools and incidentals necessary to complete the work.

CATEGORY 800
UTILITIES

SECTION 875 – UTILITIES STATEMENT

DESCRIPTION:

There are utilities within the project limits and the Contractor must be aware of the utilities and protect them from damage by his operations.

There are multiple overhead lines within the project limits of disturbance including:

- Delmarva Power and Verizon lines are attached to the pole at the northwest corner of the project which cross over the roadway in the southeasterly direction then continue along the south side of the project. The overhead Verizon lines are not active. Delmarva will de energize lines during construction. The Contractor shall be solely responsible for coordination with the utility companies during construction.

There are multiple buried lines within the project limits of disturbance including:

- Think Big Networks has lines running along the northern side of the roadway. The Contractor shall not disturb these newly relocated lines.
- Verizon has underground lines that run along the east side of Brices Mill Road and continue across Langford Road on the south side of the roadway. The lines continue underground and across the K-0002 bridge on the south side of the roadway. The Contractor will be responsible for temporary support of the Verizon Lines and all coordination with Verizon during construction. Hand dig to expose lines.
- Talkie Communications has underground lines that run along both sides of Langford Road and along Brices Mill Road which will remain. The Contractor shall not disturb these lines.

Construction equipment during excavation and fill while constructing this project are required to maintain adequate clear zones from the overhead and underground lines and poles.

Utility dispositions have been labeled on the plans.

The following known utility companies may have existing facilities or may have adjustments/installations within the limits of this Contract:

KENT COUNTY

- (1) Delmarva Power
Contact: Renee Sheehy
Phone: 443-235-7233
Email: Renee.Sheehy@delmarva.com

SPECIAL PROVISIONS
875 – UTILITIES STATEMENT

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- (2) Verizon
Contact: Mike Martinez
Phone: 410-708-7762
Email: mike.d.martinez@verizon.com

- (3) Talkie Communications
Contact: Andre DeMattia
Phone: 240-538-1609
Email: Andre.Demattia@talkiefiber.com

- (4) Thinkbig Networks
Contact: David Insley
Phone: 443-962-0378
Email: Dinsley@thinkbignets.com

**SPECIAL PROVISIONS
 BID ITEMS**

CONTRACT NO. KCRDS 22-01

SCHEDULE OF PRICES							
ITEM NOS.	APPROXIMATE QUANTITY	UNIT	DESCRIPTION OF ITEMS	UNIT PRICE		AMOUNT	
				DOLLARS	CTS	DOLLARS	CTS
1001	4	EA	TEMPORARY TRAFFIC BARRIER TWO-SIDED END TREATMENT AND CRASH CUSHION TYPE E FOR 40 MPH, ANY WIDTH				
1002	4	EA	REMOVE & RESET TEMP TRAFF BARR 2-SIDED END TRTMENT AND CRASH CUSHION TYPE E, ANY BAYS, ANY WIDTH				
1003	1	LS	CLEARING & GRUBBING				
1004	1	LS	MAINTENANCE OF TRAFFIC				
1005	200	SF	TEMPORARY TRAFFIC SIGNS HIGH PERFORMANCE WIDE ANGLE RETROREFLECTIVE SHEETING				
1006	192	LF	RESET PRECAST TEMPORARY CONCRETE TRAFFIC BARRIER FOR MAINTENANCE OF TRAFFIC				
1007	4	EA	VERTICAL PANELS				

SPECIAL PROVISIONS
BID ITEMS

CONTRACT NO. KCRDS 22-01

SCHEDULE OF PRICES							
ITEM NOS.	APPROXIMATE QUANTITY	UNIT	DESCRIPTION OF ITEMS	UNIT PRICE		AMOUNT	
				DOLLARS	CTS	DOLLARS	CTS
1008	40	EA	DRUMS FOR MAINTENANCE OF TRAFFIC				
1009	10	UD	PROTECTION VEHICLE				
1010	192	LF	PRECAST TEMPORARY 32 INCH F SHAPE CONCRETE TRAFFIC BARRIER				
1011	1	LS	CONSTRUCTION STAKEOUT				
1012	1	LS	MOBILIZATION AND DEMOBILIZATION				
3001	3	EA	FILTER BAG				
3002	50	LF	SILT FENCE				

SPECIAL PROVISIONS
BID ITEMS

CONTRACT NO. KCRDS 22-01

SCHEDULE OF PRICES							
ITEM NOS.	APPROXIMATE QUANTITY	UNIT	DESCRIPTION OF ITEMS	UNIT PRICE		AMOUNT	
				DOLLARS	CTS	DOLLARS	CTS
3003	410	SF	VEHICULAR TIMBER MATTING				
3004	525	SF	FOOT ACCESS TIMBER MATTING				
4001	1	LS	MAINTENANCE OF STREAM FLOW				
4002	1	LS	WINGWALL REPAIRS & REHABILITATION				
4003	1	LS	SHIM ABUTMENT BEARINGS				
6001	180	LF	REMOVE AND RESET EXISTING TRAFFIC BARRIER W BEAM				
7001	150	SY	PLACING FURNISHED TOPSOIL 4 INCH DEPTH				

**SPECIAL PROVISIONS
BID ITEMS**

CONTRACT NO. KCRDS 22-01

SCHEDULE OF PRICES							
ITEM NOS.	APPROXIMATE QUANTITY	UNIT	DESCRIPTION OF ITEMS	UNIT PRICE		AMOUNT	
				DOLLARS	CTS	DOLLARS	CTS
7002	150	SY	TEMPORARY MULCH				
7003	150	SY	TURFGRASS ESTABLISHMENT				
7004	150	SY	REFERTILIZING				
8001	24	SF	RELOCATE EXISTING GROUND MOUNTED SIGNS				
TOTAL OF ALL ITEMS			<u>TOTAL OF ALL ITEMS:</u> 1001-1012, 3001-3004, 4001-4003, 6001, 7001-7004, 8001				

THE BIDDER SHALL COMPLETE THIS SCHEDULE OF PRICES BY FILLING IN THE UNIT PRICES PROPOSED IN THE UNIT PRICE COLUMN AND THE EXTENSIONS (UNIT PRICE TIMES APPROXIMATE QUANTITY) IN THE AMOUNT COLUMN.

CONTRACT PROVISIONS
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BUY AMERICAN STEEL

The work under this proposal shall be in conformance with the State Finance and Procurement Article, §§12-101 and 17-301—17-306, Annotated Code of Maryland and COMAR 21.11.02.

The bidder who elects to supply Domestic Steel Products need not complete this form.

However, the bidder who elects to supply steel of Foreign Manufacture must complete this form. When steel of Foreign Manufacture is proposed, the Contractor must include the costs of Domestic Steel.

American Steel must be utilized if the total cost of Domestic Steel (D) is less than the amount of a twenty percent (20%) increase to the total cost of Foreign Steel (F).

In reference to COMAR Section 21.11.02:

- A.)** Buy American Steel if the total cost of Domestic Steel (D) is less than the amount of a twenty percent (20%) increase to the total cost of Foreign Steel (F).

$$\text{total cost (D)} \leq 1.2 \times \text{total cost (F)}$$

- B.)** In a Substantial Labor Surplus Area, Buy American Steel if the total cost of Domestic Steel (D) is less than the amount of a thirty percent (30%) increase to the total cost of Foreign Steel (F).

$$\text{total cost (D)} \leq 1.3 \times \text{total cost (F)}$$

Structural Steel Items

Category	Item No. _____	Description _____
	Domestic	Foreign
Costs:	Furnishing	_____
	Erection/Placement	_____
	Inspection Cost	_____
	Duties	_____
	Transportation	_____
	Other Costs	_____
	Total Item Cost	_____

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PROPOSAL FORM PACKET**

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Structural Steel Items

	Domestic	Foreign
Costs: Furnishing	_____	_____
Erection/Placement	_____	_____
Inspection Cost	_____	_____
Duties	_____	_____
Transportation	_____	_____
Other Costs	_____	_____
 Total Item Cost	_____	_____

Structural Steel Items

	Domestic	Foreign
Costs: Furnishing	_____	_____
Erection/Placement	_____	_____
Inspection Cost	_____	_____
Duties	_____	_____
Transportation	_____	_____
Other Costs	_____	_____
 Total Item Cost	_____	_____

Other Than Structural Steel items

	Domestic	Foreign
Costs: Furnishing	_____	_____
Erection/Placement	_____	_____
Inspection Cost	_____	_____
Duties	_____	_____
Transportation	_____	_____
Other Costs	_____	_____
 Total Item Cost	_____	_____

Total Cost of All Steel Items D)_____ F)_____

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NOTICE

All bidders shall complete and submit with their bid the Bid/Proposal Affidavit below.

BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

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C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud

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Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

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- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

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J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

**CONTRACT PROVISIONS
PROPOSAL FORM PACKET**

**CONTRACT NO. KCRDS 22-01
10 of 17**

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

CONTRACT PROVISIONS
PROPOSAL FORM PACKET

CONTRACT NO. KCRDS 22-01
11 of 17

COMPREHENSIVE SIGNATURE PAGE 1 OF 2

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

FURTHER, I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT (PARAGRAPHS A-N) ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

This bid form shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ (SEAL) _____
Signature Date

_____ Print Signature

WITNESS: _____ Signature

_____ Print Signature

**CONTRACT PROVISIONS
PROPOSAL FORM PACKET**

**CONTRACT NO. KCRDS 22-01
12 of 17**

COMPREHENSIVE SIGNATURE PAGE 2 OF 2

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____

Signature Title Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

INFORMATION REQUIRED TO BE SUBMITTED:

(a) Each bidder shall provide the following information:

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years
Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000
____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000
____ >\$10,000,000

(b) Each bidder shall provide the following information for each firm quoting or considered as subcontractors and/or suppliers:

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

43

____ MBE ____ Non-MBE Age of the firm ____ years
Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000
____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000
____ > \$10,000,000

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years
Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000
____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000
____ > \$10,000,000

**CONTRACT PROVISIONS
PROPOSAL FORM PACKET**

CONTRACT NO. KCRDS 22-01
14 of 17

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years
Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000
____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000
____ > \$10,000,000

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years
Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000
____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000
____ > \$10,000,000

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years
Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000
____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000
____ > \$10,000,000

Submit additional copies of this page as page 41A of 44, 41B of 44, etc. as necessary, and place them as the last pages in the Invitation for Bids. Place an "X" for "NO" on the last copy. Any additional Copies: _____ NO _____ YES

CONTRACT PROVISIONS
PROPOSAL FORM PACKET

CONTRACT NO. KCRDS 22-01
15 of 17

**EXTRA WORK, CONTRACT TIME, BONDING, LIQUIDATED DAMAGES, AND
PROPOSAL GUARANTY**

EXTRA WORK. It is further proposed to do all "Extra Work" which may be required to complete the work contemplated at unit prices or lump sum prices to be agreed upon in writing prior to starting such extra work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis as specified in TC-7.03.

CONTRACT TIME. To commence work as specified in the "Notice to Proceed" and to prosecute the work to complete the contract within/or before

90 (Calendar Days)

Any delay in awarding or the execution of this contract will not be considered as a basis for any monetary claim, however, an extension of time may be considered by the Administration, if warranted.

BONDING. When the Contractor's bid is \$100,000 or more, the Contractor shall furnish a Payment Bond and a Performance Bond in the full amount of the Contract Award as security for the construction and completion of the contract in conformance with the Plans, Standard Specifications, revisions thereto, General Provisions and Special Provisions.

To guarantee all of the work performed under this contract to be done in conformance with the Standard Specifications, revisions thereto, General Provisions and Special Provisions 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 work, also we have the equipment, labor, supervision and financial capacity to perform this contract either with our organization or with Subcontractors.

CONTRACT PROVISIONS
PROPOSAL FORM PACKET

CONTRACT NO. KCRDS 22-01
16 of 17

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

Five Hundred dollars (\$500) per calendar day.

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

PROPOSAL GUARANTY. A bid security is not required on Contract Proposals under \$100,000.

A bid security totaling at least five percent (5%) of the bid amount will be required on contracts of \$100,000 or over.

Acceptable forms of security for bid guaranty shall be per GP-2.07.

Enclosed herewith, find bid security based on at least five percent (5%) of the aggregate amount of the bid submitted, and made payable to the "State of Maryland". This bid security is a Proposal Guaranty (which is understood will be forfeited in the event the contract is not executed, if awarded to the signer of this affidavit).

Commercial Nondiscrimination

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. The Contractor agrees to include the clause contained in subsection (A.), above, in all subcontracts, regardless of the tier.
- C. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

APPENDIX A - Permits

Krista Ziegenfuss

From: Chris Pajak -MDE- <chris.pajak@maryland.gov>
Sent: Wednesday, November 3, 2021 8:37 AM
To: Erica Adamski
Cc: Peters, Jason R CIV USARMY CENAB (USA); William Seiger -MDE-; Jen Powers; Jen Rohrer; Krista Ziegenfuss
Subject: Re: Permit for Kent Co. Bridges Nos. K-0001 and K-0002 over Mill Pond / East Fork Langford Creek

Good Morning Erica,

Since this subject project was authorized under the Maryland State Programmatic General Permit - 5, (MDSPGP-5) which expired September 30, 2021 the Authorized Person has one (1) full year to complete the work, or up until September 30, 2022. You are correct, this would be the "grandfathering period" as I understand the regulations. If work cannot be completed by September 30, 2022, unfortunately the applicant would have to apply for a Modification under the MDSPGP-6. Please let me know if you have any further questions.

On Wed, Nov 3, 2021 at 7:01 AM Erica Adamski <eadamski@wtbco.com> wrote:

Good Morning –

Th subject project (Kent County Bridges Nos. K-0001 and K-0002) is in the final stages before advertisement. Would it be possible to receive a formal documented response stating we're in the grandfathering in period and the attached permit is still valid? We would like to be able to show this to the Contractor.

Please let me know if you have any questions.

Thank you!

Erica

Hulfd# gdp vnl/# S

Environmental Specialist

T 410.363.0150 x504

<http://wtbco.com/>

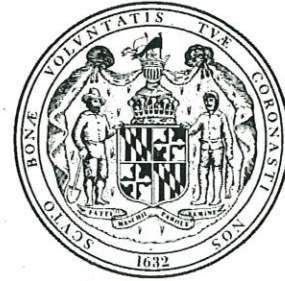
STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
LETTER OF AUTHORIZATION

AUTHORIZATION NUMBER: 21-NT-2008/202160050

EFFECTIVE DATE: February 17, 2021

EXPIRATION DATE: February 17, 2026

AUTHORIZED PERSON: Kent County Department of Public Works
Bridge Numbers K-0001 and K-0002
709 Morgnec Road
Chestertown, Maryland 21620
Attention: James M. Wright, Jr.



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, Kent County Department of Public Works (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 11, 2021 ("APPROVED PLAN") AND PREPARED BY The Wilson T. Ballard Company AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

To conduct maintenance and repairs to Kent County Bridge Numbers K-0001 and K-0002, located at 24731 Langford Road, Chestertown, Kent County, Maryland. This authorized activity shall consist of replacing wingwalls, piles, shiming bearings, stream diversions and matting for the contractor. Filling, excavating, and grading associated with the project shall temporarily impact approximately 145 linear feet (722 square feet) of stream channel, 1,465 square feet of nontidal 100-year nontidal floodplain, and 573 square feet of 25-foot nontidal wetland buffer.

RECEIVED

FEB 24 2021

Heather L. Nelson
Acting Program Manager
Wetlands and Waterways Program

THE WILSON T. BALLARD CO
BY RF

Attachments: Conditions of Authorization

cc: Paul Ferreri - MDE Compliance Program w/file
✓ Erica Adamski - The Wilson T. Ballard Company
William Seiger - MDE Waterways Construction Division

THE FOLLOWING CONDITIONS OF AUTHORIZATION APPLY TO ALL ACTIVITIES AUTHORIZED BY
AUTHORIZATION NUMBER 21-NT-2008/202160050

PAGE 2 of 4

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 in waterways, including streams and the 100-year floodplain, within two (2) years of the Effective Date of this Authorization or the Authorization shall expire. [Annotated Code of Maryland, Environment Article 5-510(a)-(b) and Code of Maryland Regulations 26.17.04.12]. 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 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. (Annotated Code of Maryland, Environment Article 5-510(c), and Code of Maryland Regulations 26.17.04.12, and Annotated Code of Maryland, Environment Article 5-907 and Code of Maryland Regulations 26.23.02.07).
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 Counties, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Harford, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester Counties, 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 Kent County Soil Conservation District 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. **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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **Instream Construction Prohibition:** 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): East Fork Langford Creek and Unnamed Tributary is a Use I waterway; in-stream work may not be conducted from February 15 through June 15, inclusive, of any year.
16. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
17. **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.
18. **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.

FEDERALLY MANDATED STATE AUTHORIZATIONS

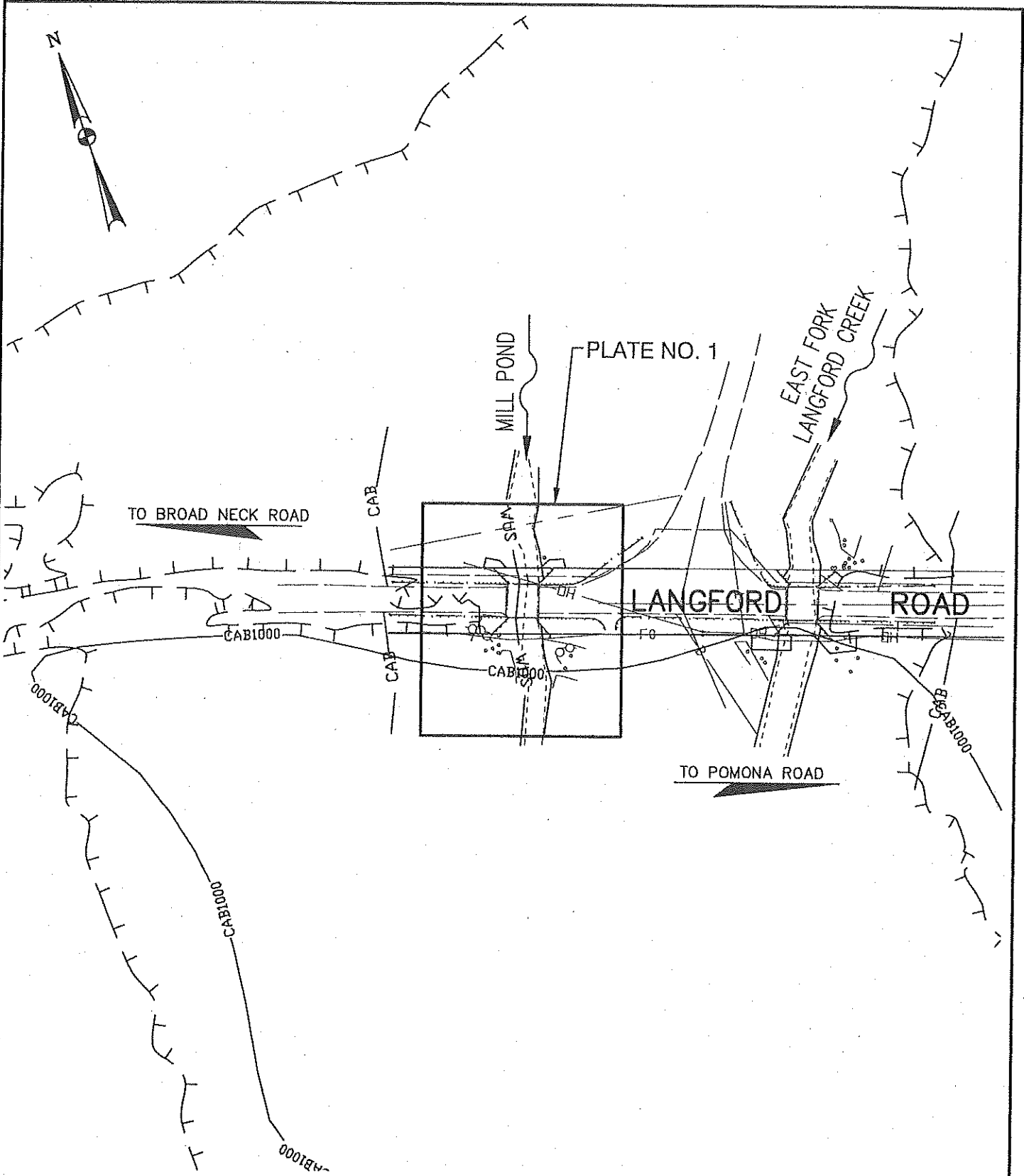
The State of Maryland issued a Water Quality Certification to the U.S. Army Corps of Engineers for projects receiving federal authorization under the Maryland State Programmatic General Permit, Regional General Permit for Chesapeake Bay Total Maximum Daily Load (TMDL) Activities and non-suspended Nationwide Permits. In addition, as applicable, this Authorization constitutes the State's concurrence with the Applicant's certification that the activities authorized herein are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. Activities in the following counties are not subject to the Maryland Coastal Zone Management requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers has reviewed this activity and has granted authorization under the Maryland State Programmatic General Permit (MDSPGP-5), as a Category A activity. The terms and conditions of the MDSPGP-5 as outlined in the enclosed attachment, should be followed when performing the authorized work.

**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 February 15 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.



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01-05-21 MAR

**IMPACT PLATE KEY
MAP AND LEGEND**

JOINT PERMIT APPLICATION
BRIDGE NO. K-0001

PLAN VIEW



SCALE: 1"=100'

REHABILITATION OF
BRIDGE NO. K10001 ON
LANGFORD ROAD
OVER MILL POND

CONTRACT NO.: KCRDS 22-01

COUNTY: KENT

STATE: MARYLAND

APPLICATION BY: KENT CO. DPW

WETLAND PLATE NO.

SHEET 3 OF 6

DATE: JANUARY 2021

REVISION:

Summary of Impacts

WATERS OF THE U.S. (SF/LF)

	JPA PLATE NO.	
	TOTAL (SF/LF)	
PERMANENT =	0	0
TEMPORARY =	214/51	214/51

100-YEAR FLOODPLAIN (SF)

	JPA PLATE NO.	
	TOTAL (SF)	
PERMANENT =	0	0
TEMPORARY =	703	703

PFO WETLAND (SF)

	JPA PLATE NO.	
	TOTAL (SF)	
PERMANENT =	0	0
TEMPORARY =	0	0

PFO WETLAND BUFFER (SF)

	JPA PLATE NO.	
	TOTAL (SF)	
PERMANENT =	0	0
TEMPORARY =	95	95

Symbology

FEATURES

LIMIT OF DISTURBANCE		HEDGE ROW	
WETLAND		TOE OF BANK	
25' WETLAND BUFFER		TREE	
WATERS OF THE U.S.		PUMP	
100 YEAR FLOODPLAIN		FILTER BAG	
SILT FENCE		TIMBER MATTING	
STREAM DIVERSION			
DEWATERING HOSE			
CRITICAL AREA BUFFER			
CRITICAL AREA BOUNDARY 1000 FT			

IMPACTS

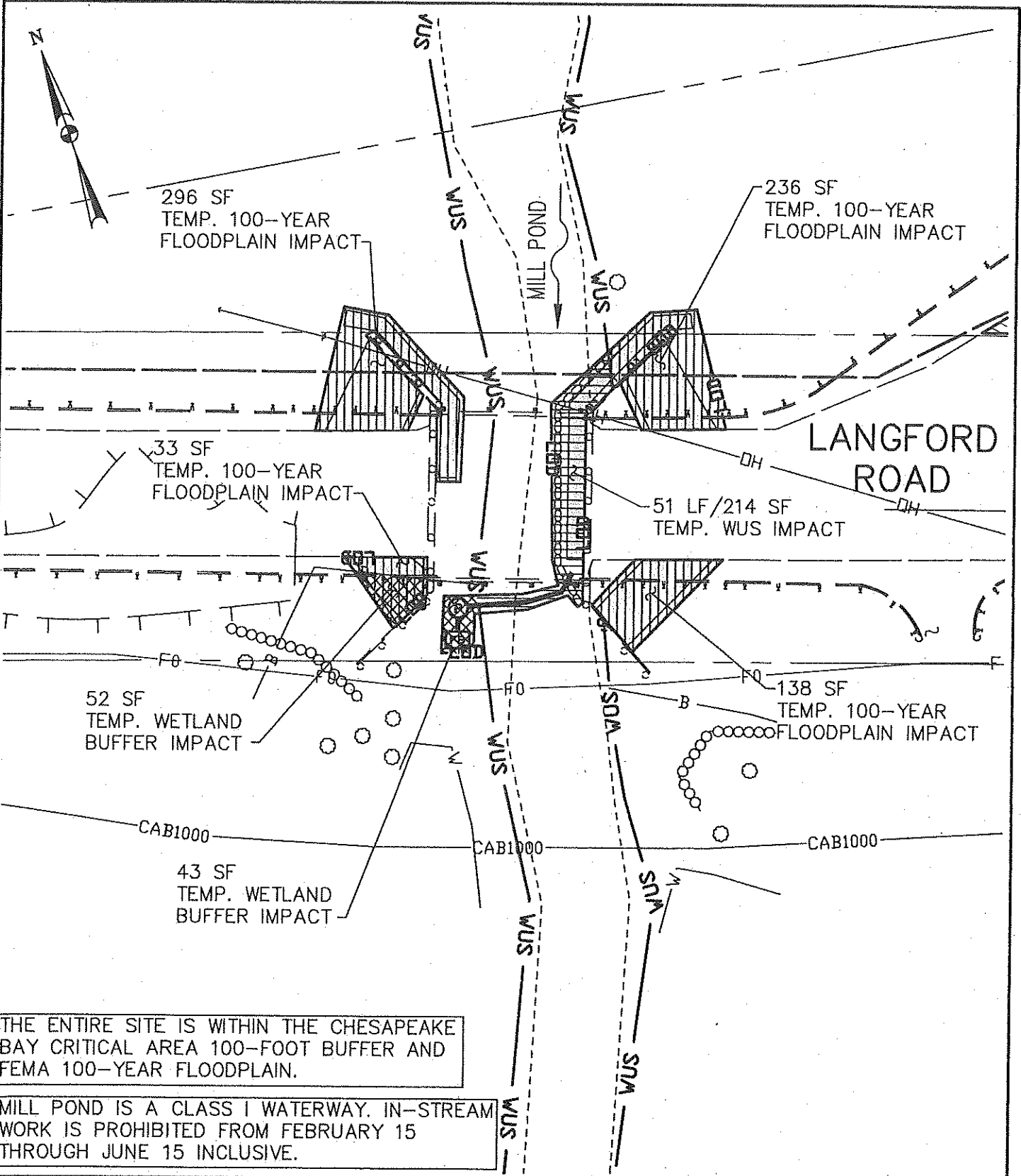
TEMPORARY WATERS OF THE U.S. IMPACTS	
TEMPORARY 100-YEAR FLOODPLAIN IMPACTS	
TEMPORARY WETLAND BUFFER IMPACT	

SUMMARY OF IMPACTS AND SYMBOLOGY

JOINT PERMIT APPLICATION
BRIDGE NO. K-0001

REHABILITATION OF
BRIDGE NO. K-0001 ON
LANGFORD ROAD
OVER MILL POND

CONTRACT NO.: KCRDS 22-01
COUNTY: KENT
STATE: MARYLAND
APPLICATION BY: KENT CO. DPW
WETLAND PLATE NO.
SHEET 4 OF 6
DATE: JANUARY 2021

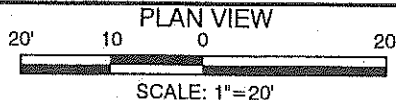


THE ENTIRE SITE IS WITHIN THE CHESAPEAKE BAY CRITICAL AREA 100-FOOT BUFFER AND FEMA 100-YEAR FLOODPLAIN.

MILL POND IS A CLASS I WATERWAY. IN-STREAM WORK IS PROHIBITED FROM FEBRUARY 15 THROUGH JUNE 15 INCLUSIVE.

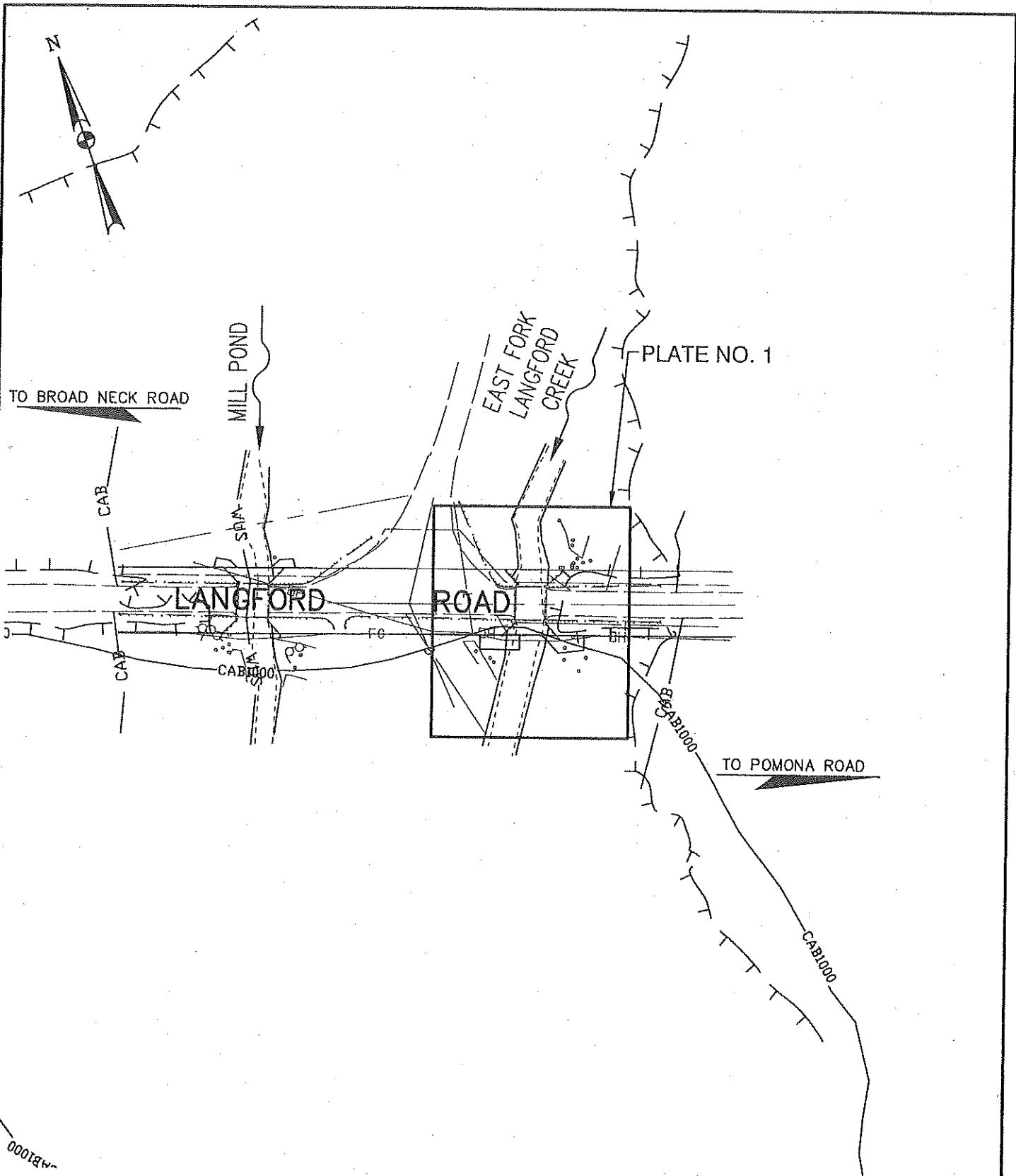
	PERMANENT	TEMPORARY
WETLANDS	0 LF	0 LF
WETLAND BUFFER	0 SF	95 SF
WATER OF THE U.S.	0 SF	214.9 SF
100-YR FLOODPLAIN	0 SF	51 LF
		703 SF

JOINT PERMIT APPLICATION
BRIDGE NO. K-0001



REHABILITATION OF
BRIDGE NO. K-0001 ON
LANGFORD ROAD
OVER MILL POND

CONTRACT NO.: KCRDS 22-01
COUNTY: KENT
STATE: MARYLAND
APPLICATION BY: KENT CO. DPW
WETLAND PLATE NO.
SHEET 5 OF 6
DATE: JANUARY 2021
REVISION:



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 01-05-21 MAB

**IMPACT PLATE KEY
MAP AND LEGEND**

JOINT PERMIT APPLICATION
BRIDGE NO. K-0002

PLAN VIEW

SCALE: 1"=100'

REHABILITATION OF
BRIDGE NO. K40002 ON
LANGFORD ROAD
OVER EAST FORK LANGFORD CREEK

CONTRACT NO.: KCRDS 22-01
 COUNTY: KENT
 STATE: MARYLAND
 APPLICATION BY: KENT CO. DPW
 WETLAND PLATE NO.
 SHEET 3 OF 6
 DATE: JANUARY 2021
 REVISION:

Summary of Impacts

WATERS OF THE U.S. (SF/LF)

	JPA PLATE NO.	
	TOTAL (SF/LF)	1
PERMANENT =	0	0
TEMPORARY =	508/94	508/94

100-YEAR FLOODPLAIN (SF)

	JPA PLATE NO.	
	TOTAL (SF)	1
PERMANENT =	0	0
TEMPORARY =	762	762

PFO WETLAND (SF)

	JPA PLATE NO.	
	TOTAL (SF)	1
PERMANENT =	0	0
TEMPORARY =	0	0

PFO WETLAND BUFFER (SF)

	JPA PLATE NO.	
	TOTAL (SF)	1
PERMANENT =	0	0
TEMPORARY =	478	478

Symbology

FEATURES

LIMIT OF DISTURBANCE	
WETLAND	
25' WETLAND BUFFER	
WATERS OF THE U.S.	
100 YEAR FLOODPLAIN	
SILT FENCE	
STREAM DIVERSION	
DEWATERING HOSE	
CRITICAL AREA BUFFER	
CRITICAL AREA BOUNDARY 1000 FT	

HEDGE ROW	
TOE OF BANK	
TREE	
PUMP	
FILTER BAG	
TIMBER MATTING	

IMPACTS

TEMPORARY WATERS OF THE U.S. IMPACTS	
TEMPORARY 100-YEAR FLOODPLAIN IMPACTS	
TEMPORARY WETLAND BUFFER IMPACT	

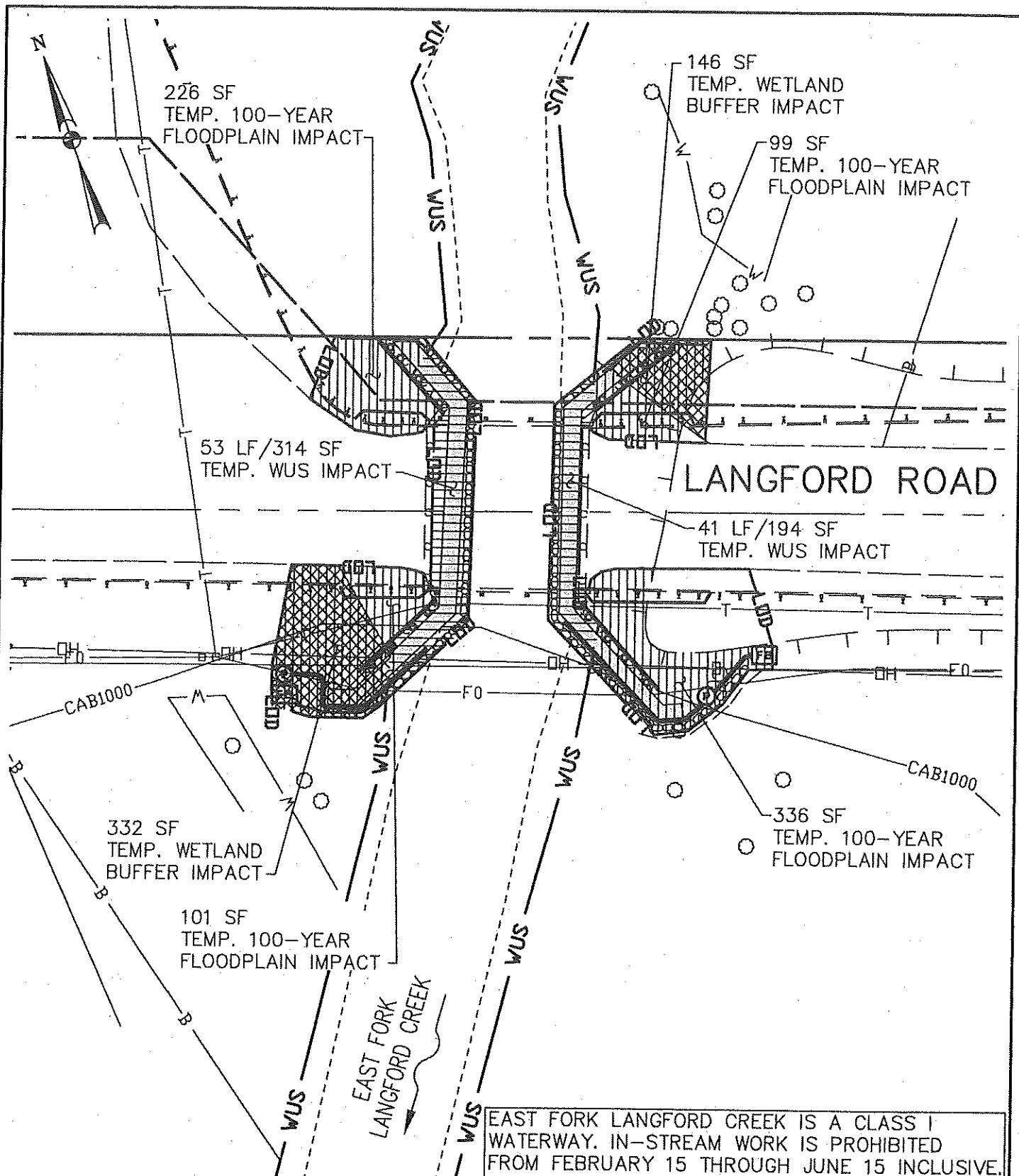
SUMMARY OF IMPACTS AND SYMBOLOGY

JOINT PERMIT APPLICATION
BRIDGE NO. K-0002

REHABILITATION OF
BRIDGE NO. K-0002 ON
LANGFORD ROAD
OVER EAST FORK LANGFORD CREEK

CONTRACT NO.: KCRDS 22-01
COUNTY: KENT
STATE: MARYLAND
APPLICATION BY: KENT CO. DPW
WETLAND PLATE NO.
SHEET 4 OF 6
DATE: JANUARY 2021
REVISION:

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 01-05-21 MAB



EAST FORK LANGFORD CREEK IS A CLASS I WATERWAY. IN-STREAM WORK IS PROHIBITED FROM FEBRUARY 15 THROUGH JUNE 15 INCLUSIVE.

	PERMANENT	TEMPORARY
WETLANDS	0 LF	0 LF
WETLAND BUFFER	0 SF	476 SF
WATER OF THE U.S.	0 SF	508 SF
100-YR FLOODPLAIN	0 SF	94 LF
		762 SF



REHABILITATION OF
 BRIDGE NO. K-0002 ON
 LANGFORD ROAD
 OVER EAST FORK LANGFORD CREEK

CONTRACT NO.: KCRDS 22-01
 COUNTY: KENT
 STATE: MARYLAND
 APPLICATION BY: KENT CO. DPW
 WETLAND PLATE NO.
 SHEET 5 OF 6
 DATE: JANUARY 2021
 REVISION:

JOINT PERMIT APPLICATION
 BRIDGE NO. K-0002



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
 ATTN: REGULATORY BRANCH
 2 HOPKINS PLAZA
 BALTIMORE, MD 21201

IMPORTANT INFORMATION ABOUT YOUR PROJECT

Corps Permit Tracking No.: 202160050 Date: February 11, 2021
 Permittee/Project Name: Kent DPW Bridge Repairs K-0001 and 0002
 MDSPGP-5 Activity No.: A-B1

Dear Applicant:

The U. S. Army Corps of Engineers, Baltimore District, has determined that the proposed work meets the enclosed terms and conditions of the Maryland State Programmatic General Permit-5 (MDSPGP-5). A requisite of permit issuance requires that the applicant comply with any specific terms and conditions associated with the authorized project (conditions enclosed). This MDSPGP-5 verification is provided pursuant to Section 10 of the Rivers and Harbors Act of 1899 and/or Section 404 of the Clean Water Act. If any of the information contained in your application and/or plans is later found to be in error, the MDSPGP-5 authorization for your project may be modified, suspended, or revoked.

As a condition of the MDSPGP-5 authorization, you, the permittee, are required to complete and sign the enclosed Compliance Self-Certification Form regarding the completed work and any required mitigation. The signed form should be returned to the Regulatory Branch at the above address within 60 days following completion of the authorized work and any required mitigation.

Please be aware that the terms and conditions of this permit will continue to be binding on the new property owner(s) if structures or work authorized by this permit exist at the time of ownership transfer of the associated property. Although the construction period for work authorized by this MDSPGP-5 is finite, the permit itself, with its limitations, does not expire. To validate the transfer of this permit and the legal responsibility to comply with its terms and conditions, the transferee (new owner) must provide the Corps a mailing address and telephone number along with their signature and date in the space provided below and mail a copy to the above address.

Your MDSPGP-5 authorization is valid until September 30, 2021 unless the permit is modified, reissued, or revoked. You must remain informed of the changes to the MDSPGP-5. When changes to the MDSPGP-5 occur, a public notice announcing the changes will be issued. Be advised that you have 12 months from the effective date of the MDSPGP-5's expiration, modification or revocation to complete the work under the present terms and conditions provided you have commenced construction or are under contract to commence construction of the authorized work.

In order for this authorization to be valid, you must obtain all required Federal, State, and local permits.


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 2019.10.22 10:06:08
 -04'00'

Daniel P. Swenson
 Chief, Regulatory Branch

 TRANSFEREE SIGNATURE DATE AREA CODE / TELEPHONE NO.

 PRINTED NAME ADDRESS



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MD 21201

202160050

Corps Permit Tracking No.

MDSPGP-5
ACTIVITY b (1)
General Maintenance

The authorized General Maintenance activities must comply with the following applicable activity specific conditions indicated by an "X" in the boxes below, all general conditions of this permit, and any project-specific special conditions.

This activity authorizes discharges of dredged or fill material for the repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill. This activity authorizes minor deviations in the configuration of the structure or filled area, including changes in materials, construction techniques, current construction codes, or safety standards that are necessary to make the repair, rehabilitation, or replacement, provided the adverse environmental effects resulting from such repair, rehabilitation, or replacement are minimal. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. Currently serviceable means that the structure or fill is usable in its current condition, or with some maintenance, but not so degraded as to essentially require reconstruction. This activity also authorizes the removal of accumulated sediments and debris in the vicinity of, and within, existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). This activity does not apply to new stream restoration projects. This activity also authorizes repair, rehabilitation, or replacement in-kind of structures or fills destroyed or damaged by storms, floods, fire or other discrete events. This activity authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Section 404(f) exemption for maintenance. This activity also authorizes temporary structures, work, and discharges of dredged or fill material necessary for associated construction activities or repairs, including but not limited to stream diversion devices, access fills, structures and/or fills for dewatering of construction sites, and placement of construction matting (Sections 10 and 404; all waters of the United States).

Category A Impact Limits and Requirements:

- (i) No application is required for Corps authorization except for replacement of previously authorized, currently serviceable structures, located along a Federally authorized navigation channel or civil works project, that are destroyed by an act of nature or other sudden event, or for modification of previously authorized, currently serviceable structures located along Federally authorized navigation channels or civil works project. In these cases, an application is required to be submitted to the Corps for review under Category B or alternate Corps permit review procedures, as appropriate.
- (ii) The total temporary (i.e., construction impacts including stream diversion devices, construction mats, etc.) and permanent impacts to waters of the United States, which

MDSPGP-5
ACTIVITY (b-1)

- 2 -

includes tidal and nontidal wetlands, streams, rivers, navigable waters, and other open waters, are not to exceed 1.0 acre (43,560 square feet) and/or 2,000 linear feet of streams, rivers, and other open waters.

- (iii) The removal of sediment is limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend any further than 200 linear feet in any direction from the structure.
- (iv) Any impact to waters of the United States, including wetlands, associated with this activity is to be minimized below these impact limits to the greatest extent possible.
- (v) The following conditions are applicable to Coastal Plain streams, and Harford and Cecil County Piedmont streams:
 - (1) Permanent culvert pipes that are greater than 24 inches in diameter and bridge/arch footers must be countersunk a minimum of 12 inches below the natural stream invert.
 - (2) Permanent culvert pipes and bridge/arch footers placed in streams on bedrock or over buried utility lines are exempt from these countersinking (i.e., depressing) requirements and must be constructed in accordance with the State of Maryland regulations. Permanent culvert pipes and bridge/arch footers placed in streams on bedrock or over buried utility lines are eligible for Category A review with specific documentation concerning site conditions and limitations on depressing the culvert, cost, and engineering factors that prohibit depressing the pipes/culvert.
 - (3) All permanent culvert pipes greater than 24 inches in diameter and bridge/arch footers (except those placed in streams on bedrock or over buried utility lines) that cannot be countersunk in accordance with condition (1) above are not eligible for Category A and must be reviewed under Category B or alternate Corps permit review procedures, as appropriate.
- (vi) During the period March 16 through November 30, dredging within tidal waters in depths greater than -3 feet mean low water must be conducted behind turbidity curtains or other exclusion structure that would prevent aquatic animals from entering the dredge footprint at any time of year. Dredging activities that would occur in this time period without the use of turbidity curtains or other exclusion devices must be reviewed under Category B or an alternative permit review.
- (vii) Impacts to submerged aquatic vegetation are not authorized under Category A.
- (viii) Pile driving activities authorized under Category A must utilize pile driving methods identified in Section VII.B.4.c.i.

MDSPGP-5
ACTIVITY (b-1)

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□ Category B Impact Limits and Requirements:

- (i) The total temporary (i.e., construction impacts including stream diversion devices, construction mats, etc.) and permanent impacts to waters of the United States, which includes tidal and nontidal wetlands, streams, rivers, navigable waters, and other open waters, are not to exceed 1.0 acre (43,560 square feet) and/or 2,000 linear feet of streams, rivers, and other open waters.
- (ii) Removal of sediments must not extend any further than 500 linear feet in any direction from the structure.
- (iii) Any impact to waters of the United States, including wetlands, associated with this activity is to be minimized below these impact limits to the greatest extent possible.
- (iv) The following conditions are applicable to Coastal Plain streams, and Harford and Cecil County Piedmont streams:
 - (1) Permanent culvert pipes that are greater than 24 inches in diameter and bridge/arch footers must be countersunk a minimum of 12 inches below the natural stream invert.
 - (2) Permanent culvert pipes and bridge/arch footers placed in streams on bedrock or over buried utility lines are exempt from these countersinking (i.e., depressing) requirements and must be constructed in accordance with the State of Maryland regulations.
 - (3) All permanent culvert pipes greater than 24 inches in diameter and bridge/arch footers placed in streams must be countersunk in accordance with condition (1) above (except those placed in streams on bedrock or over buried utility lines), unless the Corps and MDE waive the countersinking (i.e., depressing) requirement by making a written determination concluding that countersinking is not practicable and will result in minimal adverse effects.
 - (4) If countersinking of the culvert or footer is not practicable in accordance with condition (1) above (except those placed in streams on bedrock or over buried utility lines), the applicant must submit a narrative, along with their application, documenting measures evaluated to minimize disruption of the movement of aquatic life, as well as specific documentation concerning site conditions and limitations on depressing the culvert/footer, cost, and engineering factors that prohibit depressing the culvert/footer. Preferred alternative options that must be considered include the use of a bridge or bottomless pipe. Other alternative options may include partial depression or other measures to provide for the movement of aquatic organisms. This documentation must also include photographs documenting site conditions. The applicant may find it helpful to contact their regional fishery agency for recommendations about the measures to be taken to allow for migratory fish passage.

MDSPGP-5
ACTIVITY (b-1)

- 4 -

□ **Requirements Applicable to Both Category A and Category B Activities:**

- (i) The application must include information regarding the original design capacities and configurations of the structures and fills (e.g., outfalls, intakes, impoundments, canals, culverts, etc.).
- (ii) An application is required to be submitted to the Corps for review under Category B for authorization of previously authorized, currently serviceable structures located along Federally authorized navigation channels that are destroyed by an act of nature or other sudden event or that are proposed to be modified.
- (iii) The repair, rehabilitation, or replacement activity is limited to the original dimensions or configuration, except for minor deviations due to changes in materials, construction techniques, or current construction codes or safety standards. Minor deviations in the configuration of the structure or filled area must not exceed the minimum necessary to make the repair, rehabilitation, or replacement. New bank stabilization measures that were not included in the previously authorized structure or fill would require a separate authorization from the Corps.
- (iv) Repair, rehabilitation, or replacement of an existing serviceable structure should not result in the displacement of in-stream habitats or features important to anadromous, estuarine, and resident fish, such as plunge or scour pools. Work under this activity must not impede flow in the waterway and/or must not block or impede the movements of anadromous and resident fish.
- (v) Culverts must be adequately sized to allow for the passage of ordinary high water with the depression and invert restrictions taken into account.
- (vi) Extensions of existing pipes or culverts that are not depressed below the stream invert are exempt from the requirement to depress the culvert.
- (vii) The structure or fill must not be put to uses differing from those uses specified or contemplated for it in the original permit or the most recent authorized modification.
- (viii) Repair, rehabilitation, or replacement of previously authorized, currently serviceable structures or fills destroyed or damaged by storms, floods, fire, or other discrete events must be started or under contract to start within 2 years of the date that they were damaged or destroyed.
- (ix) Maintenance of existing stormwater management facilities must be performed in accordance with any maintenance plan to restore to the design as originally approved and constructed, which includes limiting excavation to the original contours.
- (x) This activity does not authorize the discharge of dredged or fill material for the purpose of reclaiming land lost through gradual erosion processes.

MDSPGP-5
ACTIVITY (b-1)

- 5 -

- (xi) This activity does not authorize any maintenance dredging, beach restoration, stream restoration, stream relocation, or stream channelization, and/or repair or replacement of bulkheads.
 - (xii) This activity does not authorize blasting or other forms of uncontained in-water demolition.
 - (xiii) All excavated materials must be deposited and retained in an upland (non-wetland) area.
 - (xiv) Appropriate measures must be taken to maintain near normal downstream flows and to minimize flooding. Fill must be of materials and placed in a manner that will not be eroded by expected high flows. Work should be accomplished by using stream diversion devices, other than earthen or stone cofferdams or causeways.
 - (xv) Upon completion of the project, all temporary construction materials must be removed and stabilized with straw bales, silt fence, or other erosion and sediment control devices to prevent its reentry into waters of the United States, including wetlands, and the site returned to preconstruction conditions.
 - (xvi) All temporary construction structures and materials (i.e. access roads, fill, dewatering devices, stream diversions, etc. must be removed within 14 calendar days after the structure is no longer needed, subject to any time of year restrictions. The affected areas must be returned to pre-construction conditions which include contours, elevations, stream substrate and re-vegetation with native wetland species. If time-of-year restrictions interfere with the removal of the structures, the permittee must immediately contact the Corps and/or MDE Project Manager for further instruction.
- Project-Specific Special Conditions apply (See Corps verification letter for these conditions.)**



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
10 S. HOWARD STREET
BALTIMORE, MD 21201

Effective October 1, 2016

202160050

Corps Permit No.

CENAB-OPR-MDSPGP-5 (MARYLAND STATE PROGRAMMATIC GENERAL PERMIT-5)

TO WHOM IT MAY CONCERN:

Upon recommendation of the Chief of Engineers, and under the provisions of Section 404 of the Clean Water Act, as amended, and Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403), the Secretary of the Army hereby authorizes the discharge of dredged or fill material or the placement of structures into Waters of the United States, including wetlands and navigable waters. These discharges and structures must comply with all the terms and conditions identified in this MDSPGP-5. It has been determined that the project qualifies for the MDSPGP-5. Accordingly, you are authorized to undertake the activity pursuant to:

1. Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403); and/or
2. Section 404 of the Clean Water Act (33 U.S.C. 1344).

You are authorized to perform work in accordance with the terms and conditions specified in Section VII of the MDSPGP-5 effective on October 1, 2016.

VII. General Conditions: To qualify for MDSPGP-5 authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any activity-specific impact limits and requirements identified in the Description of MDSPGP-5 Authorized Activities, and any case-specific special conditions imposed by the Corps.

A. General Requirements:

1. **Other Permits:** Authorization under the MDSPGP-5 does not obviate the need to obtain other Federal, State, or local authorizations required by law or to comply with all Federal, state or local laws.
2. **Geographic Jurisdiction:** This MDSPGP-5 will authorize work undertaken within the geographic limits of the State of Maryland under the regulatory jurisdiction of the Baltimore District.
3. **Applicability:** Applicability of the MDSPGP-5 must be reviewed with reference to the Corps definition of waters of the United States, including wetlands, and navigable waters of the United States. Applicants are responsible for delineating boundaries of all waters of the United States, including wetland boundaries. The identification and delineation of wetland boundaries must be accomplished in accordance with the current Federal manual for identifying jurisdictional wetlands and applicable supplemental guidance issued by the Corps of Engineers.
4. **Minimal Effects:** Projects authorized by the MDSPGP-5 must have no more than minimal individual and cumulative adverse environmental effects, as determined by the Baltimore District.

5. Discretionary Authority: Notwithstanding compliance with the terms and conditions of the MDSPGP-5, the Corps retains discretionary authority to require an alternate Corps permit review for any project under any categories of the MDSPGP-5 based on concerns for the aquatic environment or for any other public interest factor. This authority may be invoked on a case-by-case basis during the review process for Category B activities whenever the Corps determines that, based on the concerns stated above, the potential consequences of the proposed project warrant individual review. In some rare instances, the Corps may have concerns for the aquatic environment or for any other public interest factor pertaining to a specific proposed project, which has already received a case-specific verification as a Category A activity. In order to evaluate this project under an alternate Corps permit review, the verification must be suspended in accordance with Section VIII.E of the MDSPGP-5.

Whenever the Corps notifies an applicant that an alternate Corps permit may be required, authorization under the MDSPGP-5 is voided. No work may be conducted until the individual Corps permit is obtained, or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under the MDSPGP-5.

6. Single and Complete Projects: The MDSPGP-5 must not be used for piecemeal work and must be applied to single and complete projects, including maintenance activities. For purposes of this MDSPGP-5, a single and complete project means the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers and which has independent utility. All components of a project, including all attendant features both temporary and permanent, must be reviewed together as constituting one single and complete project. The MDSPGP-5 must not be used for any activity or portion of a project (e.g., a pier or boat ramp), that is part of, or dependent on, an overall project (e.g., the dredging of a main navigation channel or a spur channel), for which an individual permit or some other alternate Corps permit is required. The same activity under the MDSPGP-5 cannot be used more than once for the same single and complete project.

7. Use of Multiple MDSPGP-5 Activities: More than one MDSPGP-5 activity may be used to authorize a single and complete project. However, the specific requirements, including all activity-specific requirements and impact thresholds, must be met for each MDSPGP-5 activity and the total extent of project impacts must not exceed the acreage and/or linear foot limit of the MDSPGP-5 activity with the highest specified acreage and/or linear foot limit. For example, if a road crossing is authorized under Category A of Section IV.B.1.(d)(1) with an associated nontidal bank stabilization authorized under Section IV.B.1.f.(4)(a), the maximum total impact limits to nontidal waters of the United States for the single and complete project may not exceed 10,000 square feet in total area and/or 500 linear feet in total length. The road crossing and nontidal bank stabilization activities must still meet all Category A activity-specific requirements and impact thresholds.

A single and complete project with multiple impacts, that may be eligible for authorization under a Category A and a Category B activity, requires an application submittal to the Corps and review under the MDSPGP-5 Category B verification procedures. All specific requirements, including the activity-specific requirements and impact thresholds of the Category A activity and the Category B activity must be met and the total extent of project impacts must not exceed to total acreage and/or linear foot limit of the MDSPGP-5 activity with the highest specified acreage and/or linear foot limit. For example, if a road crossing is authorized under Category A of Section IV.B.1.(d)(1) with an associated nontidal bank stabilization authorized under Section IV.B.f.(4)(b), the maximum total impact limits to waters of the United States for the single and

complete project may not exceed 1/2 acre (21,780 square feet) in total area and/or 2,000 linear feet in total length. The road crossing activity must meet the Category A activity-specific requirements and impact thresholds, and the nontidal bank stabilization activity must meet the Category B activity-specific requirements and impact thresholds.

8. **Permit On-Site:** The permittee must ensure that a copy of the MDSPGP-5 and the accompanying authorization letter are at the work site at all times. These copies must be made available to any regulatory representative upon request. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors must be expected to comply with all conditions of any general permit authorization.

9. **Authorized Activities in Navigable Waters Subject to Section 10 of the Rivers and Harbors Act of 1899:**

a. If future operations by the United States require removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work must cause unreasonable obstruction to the free navigation of the navigable water, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim must be made against the United States on account of any such removal or alteration.

b. The permittee acknowledges the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels and/or ice flows within the waterway. The issuance of this permit does not relieve the permittee from taking all proper steps to ensure the integrity of the structure permitted herein and the safety of vessels moored thereto from damage by wave wash and/or ice flows, and the permittee must not hold the United States liable for such damage.

c. The permittee must install and maintain, at his/her expense any safety lights, markers, and/or signals prescribed by the USCG, through regulations or otherwise, on the authorized facilities and/or structures. The permittee must contact the Commander (AOWW), Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia, 23704, to ascertain the need for obstruction lights. Prior to commencing the construction or installation of an authorized structure in navigable waters of the United States, the permittee must submit a "Private Aids to Navigation Application" to the Commander of the USCG.

d. The permittee must provide location coordinates of the authorized structures, including minimum depth and other pertinent information to the USCG and request that a Local Notice to Mariners is issued regarding the authorized work.

10. **For Aerial Transmission Lines Across Navigable Waters:** The following minimum clearances are required for aerial electric power transmission lines crossing navigable waters of the United States. These clearances are related to the clearances over the navigable channel provided by existing fixed bridges, or the clearances which would be required by the USCG for new fixed bridges, in the vicinity of the proposed aerial transmission line. These clearances are based on the low point of the line under conditions producing the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlined in the National Electrical Safety Code:

NOMINAL SYSTEM VOLTAGE (kV)	Minimum additional clearance (ft.) above clearance required for bridges.
115 and below	20
138	22
161	24
230	26
350	30
500	35
700	42
750-765	45

a. Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.

b. Corps Regulation ER 1110-2-4401 prescribes minimum vertical clearances for power communication lines over Corps lake projects. In instances where both the National Electrical Safety Code requirements and ER 1110-2-4401 apply, the greater minimum clearance is required.

B. National Concern:

1. Historic Properties: Any activity authorized by the MDSPGP-5 must comply with Section 106 of the National Historic Preservation Act. Maryland Department of the Environment, in cooperation with the Maryland Historic Trust, must conduct an initial review and notify the Corps if any archaeological or other cultural resources are in the vicinity of the project. The Corps may require applicants to perform a survey of archaeological and historical resources in the project area. The Corps must determine whether National Historic Preservation Act Section 106 consultation is required. The applicant must notify the Corps if they have knowledge that the activity may affect any historic properties listed or eligible for listing, or that the applicant has reason to believe may be eligible for listing on the National Register of Historic Places. Upon discovery of any previously unknown historic, cultural, or archeological resources or remains while accomplishing the activity authorized by this permit, the permittee must immediately notify the Corps of what has been found, and avoid construction activities that may affect the resources or remains until the required coordination has been completed. The Corps will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places. The permittee must not begin or continue work until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity may proceed. Information on the location and existence of historical resources can be obtained from the MHT, Office of Preservation Services, and the National Register of Historic Places. The Corps will conclude all tribal coordination in accordance with the District's tribal coordination procedures prior to verifying an activity authorized by MDSPGP-5.

2. **Tribal Rights:** No activity or its operation may impair reserved tribal rights, including but not limited to, reserved water rights and treaty fishing and hunting rights.

3. **National Lands:** Activities authorized by the MDSPGP-5 must not impinge upon the value of any Federal land, including but not limited to, National Wildlife Refuges, National Forests, National Parks, National Marine Sanctuaries, or any area administered by the FWS, U.S. Forest Service, or National Park Service (e.g., Assateague Island National Seashore).

4. **Endangered Species:** The MDSPGP-5 does not authorize any activity that may directly or indirectly affect a threatened or endangered species or a species proposed for such designation, as identified under the Federal ESA; or which may directly or indirectly destroy or adversely modify the critical habitat of such species unless and until appropriate coordination with the applicable resource agency(s) is complete and all such issues are resolved in accordance with the applicable regulations and procedures. Prior to application submittal, applicants must conduct an initial review for ESA resources, including FWS and/or NMFS species or critical habitat, utilizing the appropriate website(s) provided below. A complete permit application must contain evidence that the applicant has already contacted and received a response from the FWS and/or NMFS concerning any Federally listed or proposed threatened and endangered species and designated or proposed critical habitat that may be affected by the proposed activity. For FWS ESA species, an applicant must use the FWS Chesapeake Bay Field Office Project Review website (FWS website tool) provided below to determine if any Federally listed species are present in the proposed project area. A complete application must contain one of the following: *If species or designated critical habitat are determined to be present in the proposed project area using the FWS website tool:* A FWS Official Species List tailored for the proposed project area must be obtained and submitted with the application. An Official Species List is considered valid for 90 days. *If no listed species or designated critical habitat are determined to be present in the proposed project area using the FWS website tool:* A report that includes an online self-certification letter, map of action area, and Official Species List must be obtained and submitted with the application. For NMFS species and/or critical habitat, an applicant must use the NOAA Fisheries Species Information and Maps website (NMFS website tool) provided below to determine if any Federally listed species or critical habitat are present in the proposed project area. A complete application must include mapping depicting the project location in relation to any Federally listed species and/or critical habitat. For assistance please contact Mr. Brian Hopper of NMFS Fisheries at 410.573.4592. MDE must conduct an initial review and notify the Corps and FWS or NMFS if any Federally listed species or critical habitat is likely to be in the vicinity of the project. MDE, in cooperation with MD DNR, must conduct an initial review and notify the Corps and FWS if any Federally listed species or critical habitat is likely to be in the vicinity of the project. The Corps must determine if consultation with FWS or NMFS is required under Section 7 of the ESA. If consultation is required, the applicant, after notification, must not begin or continue work until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is eligible for authorization. Information on the location of threatened and endangered species and their critical habitat can be obtained from the offices of the FWS and NMFS or their web pages at: <https://www.greateratlantic.fisheries.noaa.gov/protected/section7/guidance/maps/index.html> and, <http://www.fws.gov/chesapeakebay/EndSppWeb/ProjectReview/Index.html> respectively.

National Marine Fisheries Service – Endangered Species Act Requirements:

a. **Interactions with National Marine Fisheries Service Federally Threatened or Endangered Species:** Any interaction between a sea turtle or any species listed now or in the future under Federal law as a threatened or endangered species (“listed species”) (e.g., North

Atlantic right whale, humpback whale, shortnose sturgeon) and the vessels associated with the project must be reported to the NMFS as follows: If the animal appears alive and uninjured (i.e., breathing normally, no visible wounds, movement uninhibited), the permittee or its representative must report the incident to the NMFS Northeast Region Marine Mammal and Sea Turtle Stranding and Entanglement Hotline at (866) 755-6622 within 24 hours of returning from the trip on which they made the discovery. If the animal requires assistance, the call to the hotline must be made immediately. If the animal appears to be injured (i.e. bleeding, gasping for air, etc.) or dead, the permittee or its representative must also immediately call the hotline so the appropriate rehabilitation or stranding network representative can be contacted. The applicant must also notify the Corps of all correspondence and interaction with the NMFS within two calendar days. Additional information about any Federally threatened or endangered species may be obtained from the attached fact sheet or online at:

http://www.nero.noaa.gov/prot_res/stranding/SpeciesOverview.html and at:

http://www.nero.noaa.gov/prot_res/esp/. An interaction is defined as an entanglement or capture of a listed species or a strike/direct contact between vessels or equipment used for the project and a listed species.

b. Vessel Buffer: When listed species are sighted, vessels must attempt to maintain a distance of 50 yards (150 feet) or greater between the animal and the vessel whenever possible. State and Federal regulations prohibit approaching a right whale within a 500 yard (1,500 foot) buffer zone. Any vessel finding itself within the 500 yard (1,500 foot) buffer zone created by a surfacing right whale must depart immediately at a safe, slow speed. If other listed species are detected, vessels will reduce their speeds to 10 knots or to the maximum extent practicable to ensure human safety. If listed species are sighted off of a moving dredge, intentional approaches within 100 yards (300 feet) of the animal must be avoided. Vessels must reduce speeds to 4 knots or the lowest speed practicable to ensure human safety. Any interactions must be reported to the NMFS.

c. Best Management Practices Applicable to Category A and Category B Activities within Tidal Waters and Wetlands:

i. Pile Driving for Category A Activities: For the protection of listed species, pile driving methods must maintain noise level thresholds not to exceed 150 db re 1 μ Pa RMS or 206 dB peak re 1 μ Pa and must meet **one** of the following conditions:

- (1) Plastic or concrete piles must be less than 12 inches when a cushioned impact hammer or vibratory hammer is utilized for installation.
- (2) Timber piles must be 10 inches or less when a vibratory hammer is utilized for installation.
- (3) Vinyl or timber sheet piles must be 24 inches or less in width, as measured from the outer edge of corrugation to the inner edge of corrugation, when a cushioned impact hammer or vibratory hammer is used.
- (4) Pile driving activities must be located within freshwater tributaries or within tidal or nontidal wetlands.

(5) Piles of any size/type with any hammer method must be installed behind diversion structures or in the dry when the tide is out in the intertidal zone.

(6) Piles of any size/type with any hammer method must be installed between November 30 and March 15.

(Note: Any pile driving activity that does not meet one of the conditions above must be reviewed by the Corps as a Category B activity or an alternate Corps permit review process, as appropriate.

ii. **Pile Driving for Category A and Category B Activities:** For Category A and Category B activities, pile driving must be initiated with a soft start each day of pile driving, building up power slowly from a low energy start-up over a 20 minute period to allow for fish and other wildlife to leave the area.

iii. **Sediment Disturbing Activities Time-of-Year Restriction:** Sediment disturbing activities, which includes pile driving activities, are prohibited during the period April 1 through June 30 within all tidal waters of the Chesapeake Bay in Maryland and its tidal tributaries with salinity levels <6 ppt for the protection of shortnose sturgeon during early life stages in these waters.

5. **Essential Fish Habitat (EFH) and Fish and Wildlife Coordination Act:** Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act requires an EFH consultation with the NMFS for any action or proposed action authorized, funded, or undertaken by a Federal agency that may adversely affect EFH. Essential Fish Habitat has been defined by Congress as "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." The designation and conservation of EFH seeks to minimize adverse effects on habitat caused by fishing and non-fishing activities. NMFS has determined that many of the MDSPGP-5 Category A activities are eligible for EFH general or programmatic concurrence and require no further EFH consultation. National Marine Fisheries Service, in consultation with the District, has determined that individual EFH consultation is needed for some projects potentially eligible for authorization under Category A of the MDSPGP-5 that may adversely affect EFH. The Corps will coordinate with NMFS as part of the Category B review procedures. EFH conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. If the EFH coordination and consultation requirements cannot be resolved under the MDSPGP-5 process, an alternate Corps permit review process is required for the project.

6. **Wild and Scenic Rivers:** No activity is authorized under the MDSPGP-5 that occurs in a component of the National Wild and Scenic River System, including rivers officially designated by Congress as study rivers for possible inclusion in the system, while such rivers are in an official study status, unless the appropriate Federal agency, with direct management responsibility for the river, has determined in writing that the proposed activity will not adversely affect any National Wild and Scenic River, including study rivers. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U. S. Forest Service, Bureau of Land Management, or FWS).

7. **Federally Authorized Civil Works Projects:**

a. **Federal Navigation Projects:** The MDSPGP-5 does not authorize interference with any existing or proposed Federal navigation projects. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work must cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim must be made against the United States on account of any such removal or alteration. (See VII.A.9.a.)

b. **Federal Navigation Channel Setbacks:** All activities must comply with the Baltimore District Minimum Setback Guidance for Structures Along Federally Authorized Channels. Please see the Baltimore District's Regulatory webpage to view this guidance: <http://www.nab.usace.army.mil/Missions/CivilWorks/NavMaps.aspx>

c. **Other Federally Authorized Civil Works Properties and/or Projects (e.g., flood control, dams, and reservoirs):** The MDSPGP-5 does not authorize interference to any proposed or existing Federally authorized civil works project.

d. **Activities Affecting Structures or Works Built by the United States:** Engineer Circular (EC 1165-2-216) provides policy and procedural guidance for processing requests by private, public, tribal, or other federal entities, to make alterations to, or temporarily or permanently occupy or use, any US Army Corps of Engineers (USACE) federally authorized civil works project, pursuant to 33 USC 408 (Section 408). Proposed alterations must not be injurious to the public interest or affect the USACE project's ability to meet its authorized purpose. The decision on a Department of the Army permit application pursuant to Section 10/404/103 cannot and will not be rendered prior to the decision on the Section 408 request. An activity that requires Section 408 permission is not authorized by the MDSPGP-5 until the Corps issues the Section 408 permission to alter, occupy, or use the USACE project, and the Corps issues a written MDSPGP-5 verification.

8. **Federal Liability:** In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project, or uses thereof, as a result of other permitted or unpermitted activities or from natural causes;

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest;

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;

d. Design or construction deficiencies associated with the permitted work;

e. Damage claims associated with any future modification, suspension or revocation of the MDSPGP-5 or any specific MDSPGP-5 verification.

9. **Navigation:** Projects authorized under the MDSPGP-5 must not cause interference with navigation, and no attempt must be made by the permittee to prevent the full

and free use by the public of all navigable waters at or adjacent to projects authorized under the MDSPGP-5. Nothing in the MDSPGP-5 must in any way restrict the District Engineer, U.S. Army Engineer District, Baltimore, from exercising his legal authority to protect the public interest in navigation or from exercising his authority under the Navigation Servitude of the United States. (See VII.A.9.)

10. Fills Within 100-Year Floodplain: The activity must comply with applicable Federal Emergency Management Agency approved State or local floodplain management requirements.

11. Safety of Impoundment Structures: To ensure that all impoundment structures are safely designed, the Corps may require non-Federal applicants to demonstrate that the structures comply with established State dam safety criteria or have been designed by qualified persons. The Corps may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

12. Migratory Birds and Bald and Golden Eagles: The permittee is responsible for obtaining any "take" permits required under the FWS's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the FWS to determine if such "take" permits are required for a particular activity.

13. Environmental Justice: Activities authorized under this MDSPGP-5 must comply with Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations."

14. Hazardous Wildlife Attractants On or Near Airports: Permittees must consider the activity's effects on aviation safety and design a project so it does not create a wildlife hazard. All authorized activities that may attract hazardous wildlife must be consistent with the siting criteria and land use practice recommendations stated in Section 1-3 of the Federal Aviation Administration Advisory Circular 150/5200-33. This document can be found at: http://www.faa.gov/documentLibrary/media/advisory_circular/150-5200-33B/150_5200_33b.pdf

15. Water Quality Certification: Permittees must satisfy any conditions imposed by the State of Maryland and EPA, where applicable, in their Water Quality Certification for the MDSPGP-5 pursuant to Section 401 of the Clean Water Act. On September 13, 2016, the Maryland Department of the Environment issued WQC for the MDSPGP-5 subject to the condition that the applicant obtains all necessary State permits and approvals. The Corps or State may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

16. Coastal Zone Management Consistency (CZM): The Corps determined that all activities authorized under the MDSPGP-5 will be carried out in a manner consistent with the Coastal Zone Management Program pursuant to Section 307 of the Federal Coastal Zone Management Program of 1972, as amended. On September 13, 2016, the Maryland Department of the Environment concurred with the Corps' determination provided that the applicant obtains all necessary State permits and approvals. Permittees must satisfy any additional conditions imposed by the State of Maryland in their CZM concurrences for the MDSPGP-5.

17. **Coastal Barrier Resources Act (CBRA):** Federal funding for certain activities requiring Corps authorization may be prohibited within the established Coastal Barrier Resources System, which is a defined set of coastal barrier units located along the Atlantic, Gulf of Mexico, Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts. Activities authorized under the MDSPGP-5 must comply with the CBRA. More detailed information can be found at: <http://www.fws.gov/cbra>.

C. Minimization of Environmental Impacts:

1. **Avoidance and Minimization:** Discharges of dredged or fill material into waters of the United States and adverse impacts of such discharges on the aquatic ecosystem, both temporary and permanent, must be avoided and minimized to the maximum extent practicable at the project site (i.e., on-site). Mitigation in all its forms (avoiding, minimizing, rectifying, reducing or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

2. **Mitigation Standards:** The Corps will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the adverse effects on the aquatic environment are minimal and that the project is eligible for authorization under the MDSPGP-5:

a. **Wetlands:** Compensatory wetland mitigation at a minimum one-for-one ratio will be required for all permanent tidal or nontidal wetland losses that exceed 5,000 square feet and that require an application submittal for Corps authorization, unless the Corps determines in writing that either some type of mitigation or ratio of mitigation other than a one-to-one ratio would be more appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 5,000 square feet or less that require an application submittal for Corps authorization, the Corps may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Generally, the minimum required wetland mitigation ratios will be as follows: 2:1 for forested and scrub-shrub wetlands; 1:1 for herbaceous emergent wetlands, and 1:1 for permanent conversion of forested wetlands to herbaceous emergent wetlands. Maintenance of previously authorized activities typically does not require mitigation. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

b. **Streams and Other Open Waters:** Compensatory mitigation at a minimum one-for-one ratio will be required for permanent losses of streams or other open waters that exceed 200 linear feet and that require an application submittal for Corps authorization, unless the Corps determines in writing that either some other type of mitigation would be more appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. Compensatory mitigation, such as stream rehabilitation, enhancement (including enhancement of riparian buffers), or preservation, focusing on functional replacement, may be required to ensure that the activity results in minimal adverse effects on the aquatic environment. In addition, compensatory mitigation plans for losses of streams and other open waters will normally include a requirement for the restoration or establishment, maintenance, and site protection of riparian areas next to open waters. Riparian buffer areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat impact concerns. Typically, the riparian

area will not be less than 25 feet wide on each side of the stream, but the Corps may require wider riparian areas to address documented water quality or habitat loss concerns. Furthermore, the Corps may determine that restoration or establishment of a riparian area along a single bank or shoreline is sufficient when it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters.

c. All compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR Part 332.

d. The applicant is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment. Applicants may propose the use of mitigation banks, in-lieu-fee programs, or separate permittee-responsible mitigation.

e. When permittee-responsible mitigation is the proposed compensatory mitigation option, the applicant is responsible for submitting a compensatory mitigation plan. A conceptual or detailed mitigation plan may be used by the Corps to make the decision on the MDSPGP-5 verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the Corps prior to the commencement of work in waters of the United States. The special conditions of the MDSPGP-5 verification must clearly indicate the party or parties responsible for the implementation, performance, and, if required, the long-term management of the permittee-responsible compensatory mitigation project.

f. When mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number and resource type of credits to be provided. The special conditions of the MDSPGP-5 verification must either identify the specific mitigation bank or in-lieu fee program, or state that the specific mitigation bank or in-lieu fee program used to provide the required compensatory mitigation must be approved by the Corps before the credits are secured and prior to the commencement of the work in waters of the United States.

g. For losses of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee.

h. Compensatory mitigation will not be used to increase the impact thresholds allowed by the acreage limits of the MDSPGP-5. For example, if an activity has an acreage limit of ½ acre, it cannot be used to authorize any project resulting in temporary and permanent impacts greater than ½ acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the impacted waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the terms and conditions, including the acreage limits, also satisfies the minimal impact requirement associated with the MDSPGP-5.

3. Work in Wetlands: Heavy equipment working in wetlands must be avoided if possible and, if required, soil and vegetation disturbance must be minimized by using techniques such as timber mats, geotextile fabric, and vehicles with low-pressure tires. Disturbed areas in wetlands must be restored to preconstruction contours and elevations upon completion of the work.

4. Temporary Fill and Mats: Temporary fill and the use of mats are both considered a discharge of fill material and must be included in the quantification of impact area authorized by the MDSPGP-5. Temporary fill (e.g., access roads, cofferdams) in waters and wetlands authorized by the MDSPGP-5 must be properly stabilized during use to prevent erosion. Temporary fill in wetlands must be placed on geotextile fabric laid on the existing wetland grade. Upon completion of the work, all temporary fills must be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas must be restored to their original, pre-construction contours and revegetated with native wetland species.

5. Erosion and Sediment Control: Adequate erosion and sediment control measures, practices, and devices, such as turbidity curtains in tidal waters, vegetated filter strips, geotextile silt fences, phased construction, or other devices or methods, must be used to reduce erosion and retain sediment on-site during and after construction. These devices and methods must be capable of (a) preventing erosion, (b) collecting sediment and suspended and floating materials, and (c) filtering fine sediment. Erosion and sediment control devices must be removed when the work is complete and the site has been successfully stabilized. The sediment collected by these devices must be removed and placed at an upland location, in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills must be permanently stabilized at the earliest practicable date. In-stream work must be conducted "in the dry" whenever practicable. This should be accomplished using stream diversion devices, other than earthen or stone cofferdams. In addition, work in waters of the United States should be performed during periods of low-flow or no-flow, whenever practicable.

6. Aquatic Life Movements: No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through, or spawn/nursery within the area (e.g., anadromous/catadromous fish); unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions. A low flow channel must be maintained through any discharges placed for armoring across the channel so as to not impede flow in the waterway and/or not to block or impede the movements of anadromous, estuarine, and resident fish. Permanent culverts or pipes placed in streams must be depressed in accordance with the State of Maryland regulations. If depression of the culvert is not practicable, the applicant must submit a narrative, along with their application, documenting measures evaluated to minimize disruption of the movement of aquatic life, as well as specific documentation concerning site conditions and limitations on depressing the culvert, cost, and engineering factors that prohibit depressing the pipe/culvert. Options that need to be considered include the use of a bridge, bottomless pipe, partial depression, or other measures to provide for the movement of aquatic organisms. The documentation must also include photographs documenting site conditions. The applicant may find it helpful to contact their regional fishery agency for recommendations about the measures to be taken to allow for fish passage.

7. Water Crossings:

a. All temporary and permanent crossings of waterbodies must be suitably bridged, culverted, or otherwise constructed to withstand and to prevent the restriction of high flows and tidal flows; to maintain existing low flows; and to prevent the obstruction of movement by aquatic life indigenous to the water body, including anadromous, estuarine, and resident fish species.

b. All water crossings (e.g., utility lines and road crossings) must be constructed roughly perpendicular to waters of the United States, including streams and adjacent wetlands, except for instances where the existing on site conditions would require a diagonal crossing of the waterway. Where a utility line or access road is constructed parallel to a stream corridor, an undisturbed buffer must be maintained between the utility line/access road and the waterway to avoid or minimize potential future impacts to waters of the United States. These potential impacts would include such issues as sewer line leaks or failures, future stream channel meandering, stream bank instability and failure, and right-of-way maintenance.

c. Water crossings must be constructed "in the dry" whenever practicable. This should be accomplished by using stream diversion devices other than earthen or stone cofferdams.

d. Equipment must cross streams only at suitably constructed permanent or temporary crossings.

e. Temporary structures and fills must be removed and the area restored to its original contours and elevations, or to the conditions specified in the approved plans. The temporary structures and the areas of fill associated with these structures must be included in the total waterway/wetlands impacts.

8. Discharge of Pollutants: All activities that are authorized under the MDSPGP-5 and that involve any discharge or relocation of pollutants into waters of the United States must be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 U.S.C. 1251 et. Seq.), and applicable State and local laws and regulations. No discharge of dredged or fill material in association with this authorization may consist of unsuitable material such as trash, debris, car bodies, asphalt, etc.

9. Spawning Areas: Activities, including structures and work in navigable waters of the United States or discharges of dredged or fill materials in fish and shellfish spawning or nursery areas during spawning seasons, must be avoided. Impacts to these areas must be avoided or minimized to the maximum extent practicable during all other times of year. Activities that result in the physical destruction (e.g., through excavation, dredging, mining, fill, or significant downstream sedimentation by substantial turbidity) of an important spawning/nursery area (as determined by National Marine Fisheries Service and/or FWS) are not authorized by this MDSPGP-5.

10. Waterfowl Breeding and Wintering Areas: Discharges into breeding and wintering areas for migratory waterfowl must be avoided to the maximum extent practicable.

11. Environmental Values: The permittee must make every reasonable effort to construct or operate the work authorized under the MDSPGP-5 in a manner that maintains as many environmental values as practicable, and that avoids or minimizes any adverse impacts on existing fish, wildlife, and natural environmental values.

12. Management of Water Flows: To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows. The activity may alter the pre-construction course,

condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

13. Water Supply Intakes: No discharge of dredged or fill material may occur in the proximity of a public water supply intake.

D. Procedural Conditions:

1. Inspections: The permittee must permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary to ensure that the work is being performed in accordance with the terms and conditions of the MDSPGP-5. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work, and post-dredging survey drawings for any dredging work.

2. Compliance Certification: Every permittee who receives a written MDSPGP-5 verification must submit a signed Compliance Certification Form within 60 days following completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals). Failure to submit the Compliance Certification Form by the permittee could result in the Corps taking appropriate non-compliance enforcement action against the permit holder. The Corps will provide a blank copy of the Compliance Certification Form to the permittee with the MDSPGP-5 verification. The completed form will include the following:

a. A statement that the authorized work either was or was not done in accordance with the MDSPGP-5 verification, including any general and/or specific conditions. If the activity was not done in accordance with the MDSPGP-5 verification, including any general and/or specific conditions and requirements, the permittee must describe the specifics of the deviation from the authorized activity.

b. A statement that any required mitigation was or was not completed in accordance with the permit conditions. If the mitigation was not completed in accordance with the permit conditions, the permittee must describe the specifics of the deviation from the permit conditions.

c. The signature of the permittee, certifying the completion of the work and compensatory mitigation.

After the project is completed, the certification must be sent to the Baltimore District at the following address:

**U. S. Army Corps of Engineers
Baltimore District
Attn: Regulatory
10 S. Howard Street
Baltimore, Maryland 21201**

3. Transfer of MDSPGP-5 Verifications: If the permittee sells the property associated with a MDSPGP-5 verification, the permittee may transfer the MDSPGP-5 verification to the new owner by submitting a letter to the Baltimore District Corps of Engineers office to validate the transfer. A copy of the MDSPGP-5 verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this MDSPGP-5 are still in existence at the time the property is transferred, the terms and conditions of this MDSPGP-5, including special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this MDSPGP-5 permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

4. **Maintenance:** The permittee must properly maintain the work or structure authorized by the MDSPGP-5 in good condition and in compliance with the terms and conditions of the MDSPGP-5, including maintenance to ensure public safety.

5. **Property Rights:** The MDSPGP-5 does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

6. **Modification, Suspension and Revocation:** The MDSPGP-5, or any verification under it, may be either modified, suspended, or revoked, in whole or in part, pursuant to DA policies and procedures and any such action must not be the basis for any claim for damages against the United States. The Corps will issue a public notice announcing any changes to the MDSPGP-5 when they occur; however, it is incumbent upon the permittee to remain informed of any changes to the MDSPGP-5

7. **Restoration:** The permittee, upon receipt of a notice of revocation of authorization under the MDSPGP-5, may be required to restore the wetland or waterway to its former condition, without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

8. **Special Conditions:** The Corps may impose special conditions on any project authorized under the MDSPGP-5, in cases where the Corps determines that special conditions are necessary to avoid or minimize adverse effects on the environment or on any other factor of the public interest. Failure to comply with all conditions of the authorization/ verification, including special conditions, will constitute a permit violation/unauthorized work and may subject the permittee to criminal, civil, or administrative penalties, and/or restoration.

9. **False or Incomplete Information:** In granting authorization pursuant to this permit, the Baltimore District will rely upon information and data provided by the permittee. If the Corps or MDE verifies the project under the MDSPGP-5 and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the MDSPGP-5 verification may be revoked, in whole or in part, and/or the United States may institute appropriate legal proceedings.

10. **Compliance:** Any activity performed in waters of the United States, including wetlands and navigable waters that is not in compliance with all the terms and conditions of the MDSPGP-5, which includes the MDSPGP-5 authorized activity activity-specific requirements,

constitutes unauthorized work and is subject to an enforcement action by the Corps or the EPA. Furthermore, the MDSPGP-5 does not delegate any Section 404 enforcement or regulatory authority. Unauthorized work in waters of the United States, including wetlands and navigable waters, is subject to one or more of the following responses by EPA and/or the Corps:

- a. A Cease and Desist order and/or an administrative compliance order requiring remedial action.
- b. Initiation and assessment of a Class I administrative penalty order pursuant to Section 309(g) of the CWA.
- c. Initiation and assessment of a Class II administrative penalty for continuing violation pursuant to Section 309(g) of the CWA.
- d. Referral of the case to the U. S. Attorney with a recommendation for a civil or criminal action.
- e. If the Corps determines that an after-the-fact application is appropriate, it will be reviewed following the appropriate procedures.
- f. Any other appropriate response.



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, CORPS OF ENGINEERS
ATTN: REGULATORY BRANCH
2 HOPKINS PLAZA
BALTIMORE, MD 21201

Operations Division

MDSPGP-5 PERMIT COMPLIANCE CERTIFICATION FORM (10/1/16)

Corps Permit Tracking No. 202160050
 Category & Activity Number A-B1
 Project Name Bridge Maintenance and Repair
 Applicant Name Kent DPW, Bridge Nos. 0001 and 0002
 Waterway East Fork, Langford Creek
 County Kent

Dear Permittee:

In accordance with the compliance certification condition of your MDSPGP-5 authorization, you are required upon completion of all permitted work, or if mitigation/compensation is required, within 60 days following completion of the authorized work and any required mitigation (but not the mitigation monitoring, which requires separate submittals), to complete and sign this certification form and return it to the Corps of Engineers, Baltimore District, ATTN: CENAB-OPR, 10 S. Howard Street, Baltimore, Maryland 21201.

Please note that the permitted activity is subject to compliance inspections by U.S. Army Corps of Engineers representatives. As a condition of this permit, failure to return this notification form, provide the required information below, or to perform the authorized work in compliance with the permit, can result in suspension, modification or revocation of your authorization in accordance with 33 CFR Part 325.7 and/or administrative, civil, and/or criminal penalties, in accordance with 33 CFR part 326.

Please provide the following information:

1. Date authorized work commenced: _____
2. Date authorized work completed: _____
3. Was all work and any required mitigation, completed in accordance with your MDSPGP-5 authorization, including all general and/or specific conditions? YES ___ NO ___
4. MDSPGP-5 projects authorized under Category A involving pile driving activities that are within all tidal waters of the Chesapeake Bay in Maryland and its tidal tributaries must meet one of the following conditions for the protection of listed species (See Section VII.B.4.c(1) of the MDSPGP-5). Pile driving activities may include but are not limited to, pier construction, marina reconfiguration, bulkhead construction, boat ramp finger pier construction, sheet pile driving, etc. Please place an "X" below next to the pile driving method(s) that was used for the authorized pile driving work:

- _____ (a) Plastic or concrete piles must be less than 12 inches when a cushioned impact hammer or vibratory hammer is utilized for installation.
- _____ (b) Timber piles must be 10 inches or less when a vibratory hammer is utilized for installation.
- _____ (c) Vinyl or timber sheet piles must be 24 inches or less in width, as measured from the outer edge of corrugation to the inner edge of corrugation, when a cushioned impact hammer or vibratory hammer is used.
- _____ (d) Pile driving activities must be located within freshwater tributaries or within tidal or nontidal wetlands.
- _____ (e) Piles of any size/type with any hammer method must be installed behind diversion structures or in the dry when the tide is out in the intertidal zone.
- _____ (f) Piles of any size/type with any hammer method must be installed between November 30 and March 15.

5. Explain in detail any deviations to the authorized work and/or mitigation (use additional sheets if necessary)

6. Wetland Mitigation: Required? YES _____ NO _____
 a. Maryland State Wetlands Compensation Fund used? YES _____ NO _____
 b. Required Completion Date: _____

7. Wetland Mitigation Completed? YES _____ NO _____ Date Completed: _____
 a. Mitigation Monitoring Reports Required? YES _____ NO _____

8. Please attach labeled photographs showing completed work including mitigation area(s).

I hereby certify that, except as noted above, that all work, including mitigation, has been completed in accordance with the terms and conditions, including special conditions of the above referenced permit.

 Signature of Permittee Date

 Signature of Contractor/Agent Date

 Address

 Contractor Address

 Telephone:

 Contactor Telephone



Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor

Charles C. Deegan
Chairman
Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

1804 West Street, Suite 100, Annapolis, Maryland 21401
(410) 260-3460 Fax: (410) 974-5338
dnr.maryland.gov/criticalarea/

January 11, 2021

Ms. Erica Adamski
Wilson T Ballard Co.
Owings Mills, MD

Re: Federal Hill Park Slope Repair
Critical Area Program Consistency Report

Dear Ms. Adamski:

Thank you for submitting information regarding the project referenced above per the requirements of COMAR 27.02.02 – State and Local Agency Actions Resulting in Local Significance on Private Lands or Lands Owned by Local Jurisdictions. The Kent County Department of Public Works proposes maintenance activities to two bridges in Kent County. The proposed activities involve repairing and or replacing the wingwalls and shim bridge bearings for Bridges K-0001 and K-0002 along Langford Road in Chestertown. The project site is designated as a Resource Conservation Area (RCA). Proposed disturbance for the repairs or replacements is temporary and in-kind, over existing permanent disturbance. There will be no increase in impervious surfaces and no vegetative clearing. No Critical Area mitigation, afforestation, or stormwater management is required. An MDE permit is required for temporary impacts to a nontidal wetland buffer.

Based on this information, this office agrees that the project is consistent with the Kent County Critical Area Program. Thank you for the opportunity to review and provide comments. If you have any questions, please contact me at (410) 260-3479.

Sincerely,

A handwritten signature in cursive script that reads "Alexandra DeWeese".

Alexandra DeWeese
Natural Resources Planner

CC: James Wright, Kent County DPW
Krista Ziegenfuss, WTB
File: KC 17-21

Application Number **KENT COUNTY APPLICATION PERMITS**
 Property Address **400 High Street, Chestertown, MD 21613**
 Land Key: **04-0038 -0042 -**
 State account number: **04000188**
 Application type description **SEDIMENT CONTROL**
 Subdivision Name
 Property Use **EXEMPT COMMERCIAL**
 Property Zoning **NOT APPLICABLE**
 Application valuation **237000**

Date 3/29/22

-0000-000188

21-395

Application desc
 Bridge Repair -Langford Road-mill pond & east fork

Owner
 COUNTY COMMISSIONERS OF KENT
 CO
 103 N. CROSS ST
 CHESTERTOWN MD 21620

Contractor
 OWNER

--- Structure Information 000 000 BRIDGE REPAIR-LANGFORD RD-MILL POND
 Construction Type REPAIR REPLACE
 Occupancy Type OTHER
 Flood Zone ZONE C MINIMAL FLOODING
 Other struct info DEED REFERENCE NUMBER LANGFORD CREEK
 ELECTION DISTRICT 7TH
 PARCEL SIZE PUBLIC ROAD
 OTHER DIMENSIONS/INFO K-0001/K-0002
 PROPOSED USE BRIDGE REPAIR
 AREA OF DISTURBANCE 2979 SF

Permit KSWCD SEDIMENT CONTROL FORMAL
 Additional desc KSWCD SED.CONT.REVIEW
 Sub Contractor OWNER
 Permit Fee00 Plan Check Fee00
 Valuation 0

Special Notes and Comments

corps permit tracking number: 202160050
 MDE Authorization number: 21-NT-2008/202160050
 After the start of construction, please e-mail an active
 project photograph every two weeks to Bryan Foreman
 (bforeman@kentgov.org), our Code Enforcement Officer,
 documenting all installed sediment control measures.
 Failure to provide photographic evidence will result in an
 automatic inspection and potential fines for improper
 sediment control practices.

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	.00	.00	.00	.00
Plan Check Total	.00	.00	.00	.00
Grand Total	.00	.00	.00	.00

I hereby certify and agree that: (1) I am authorized to make this application (2) That the information is correct and (3) I grant the County Officials the right to enter onto the property for the purpose of inspection of the work and posting notices

Applicant's Signature: See file

FOR OFFICIAL USE ONLY

Building Army Corps - 2/11/21
 Entrance _____
 Sanitary District _____
 Critical Area _____
 Wetlands MDE - 2/17/21

Sediment Control SC 3/24/22
 Health Department _____
 Zoning CMG 3/28/22
 Army Corps _____
 Other C.E. - BPF 11/23/21

Application having been made for a zoning certificate and the proposed structures and usage being, I hereby issue a Building Permit for a Period of six (6) months for the date hereof contingent to:

DATE 3/29/2022

NA Mackay
 ZONING ADMINISTRATOR

Application Number 21-00000395 Date 3/29/22
 Property Address 709 MORGNEC RD
 Land Key: 04-0038 -0042 - -0000-000188
 State account number: 04000188
 Application type description SEDIMENT CONTROL
 Subdivision Name
 Property Use EXEMPT COMMERCIAL
 Property Zoning NOT APPLICABLE
 Application valuation 237000

 Application desc
 Bridge Repair -Langford Road-mill pond & east fork

Owner	Contractor
-----	-----
COUNTY COMMISSIONERS OF KENT CO 103 N. CROSS ST CHESTERTOWN MD 21620	OWNER BISHOP'S STORRTFORD ..

--- Structure Information 000 000 BRIDGE REPAIR-LANGFORD RD-MILL POND
 Construction Type REPAIR REPLACE
 Occupancy Type OTHER
 Flood Zone ZONE C MINIMAL FLOODING
 Other struct info DEED REFERENCE NUMBER LANGFORD CREEK
 ELECTION DISTRICT 7TH
 PARCEL SIZE PUBLIC ROAD
 OTHER DIMENSIONS/INFO K-0001/K-0002
 PROPOSED USE BRIDGE REPAIR
 AREA OF DISTURBANCE 2979 SF

 Permit SEDIMENT CONTROL INSPECTION
 Additional desc SEDIMENT CONTROL INSPECTION
 Sub Contractor OWNER
 Permit Fee00 Plan Check Fee00
 Valuation 0

Special Notes and Comments
 corps permit tracking number: 202160050
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