

**BID NO. PUR-1442**

**INVITATION TO BID  
ISSUED ON BEHALF OF  
THE BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND  
BY**

**THE WASHINGTON COUNTY PURCHASING DEPARTMENT  
100 WEST WASHINGTON STREET, ROOM 3200  
HAGERSTOWN, MD 21740  
PHONE: 240-313-2330  
FAX: 240-313-2331**

**DATE ISSUED: October 17, 2019**

**PAVING REPAIR AT THE WASHINGTON COUNTY  
SHERIFF'S DEPARTMENT AND DETENTION CENTER**

**PRE-BID CONFERENCE DATE/  
TIME AND LOCATION:**

**Wednesday, October 23, 2019 at 10:00 A.M., (EDT/EST)**  
Washington County Administration Complex  
Conference Room 3000  
Third Floor, 100 West Washington Street  
Hagerstown, MD 21740

**DEADLINE FOR QUESTIONS: 4:00 P.M., (EDT/EST), Wednesday, October 30, 2019**

**SUBMIT BIDS TO:**

Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street  
Third Floor, Room 3200  
Hagerstown, MD 21740

**BID SUBMISSION DEADLINE  
AND BID OPENING TIME:**

**No later than 2:00 P.M., (EDT/EST), Wednesday, November 13, 2019**

**BID OPENING LOCATION:**

Washington County Administration Complex  
Conference Room 3000  
Third Floor, 100 West Washington Street  
Hagerstown, MD 21740

If indicated below (✓) and not waived by the County, Bidders shall be required to provide the following:

\_\_\_\_\_ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

\_\_\_\_\_ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

\_\_\_\_\_ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

PUR-1442

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PURCHASING DEPARTMENT  
DIVISION OF BUDGET & FINANCE

**PUR-1442**  
**INVITATION TO BID**  
**PAVING REPAIR AT THE WASHINGTON COUNTY**  
**SHERIFF'S DEPARTMENT AND DETENTION CENTER**

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **“PAVING REPAIR AT THE WASHINGTON COUNTY SHERIFF’S DEPARTMENT AND DETENTION CENTER”**. Bid documents are available immediately from the Washington County website by accessing: <https://www.washco-md.net>, **“Quick Links / Open Bid Invitations – Purchasing Department”** or may be obtained in the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740. **Direct all inquiries to Brandi Naugle, CPPB, Buyer, at telephone 240-313-2330 or fax 240-313-2331.**

All bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (PUR-1442) “PAVING REPAIR AT THE WASHINGTON COUNTY SHERIFF’S DEPARTMENT AND DETENTION CENTER”** and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M., (EDT/EST), on Wednesday, November 13, 2019** after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present.

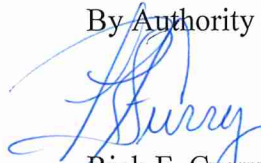
A Pre-Bid Conference will be held Wednesday, **October 23, 2019 at 10:00 A. M. (EDT/EST)** in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

**NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.**

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO  
Director of Purchasing

**BOARD OF COUNTY COMMISSIONERS**  
**OF WASHINGTON COUNTY, MARYLAND**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**  
Supply and Service Contracts

**INTRODUCTION**

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Director of Purchasing (hereinafter "Director of Purchasing"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

*Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.*

**GENERAL CONDITIONS OF BIDDING**

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Director of Purchasing, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Director of Purchasing, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Director of Purchasing of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder 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. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
10. **General Guaranty:** Bidder agrees to:
  - a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the

contract which the Bidder is not the patentee, assignee, licensee or owner.

- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

**11. Illegal Immigrants:**

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to insure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

**12. Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

**13. Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Brandi Naugle, CPPB – Buyer  
Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Room 3200  
Hagerstown, MD 21740  
**FAX: 240-313-2331**; or send questions in Microsoft Word  
platform via email to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland -State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Director of Purchasing.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees



directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.

20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <https://www.washco-md.net/wp-content/uploads/2019/01/budfin-purch-ProcurementPolicy.pdf>
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. *Facsimile Bids will not be accepted.*
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation, and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> and the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
24. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.
25. **Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders,

it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.

26. **Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
27. **Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
  - b. The Bidder 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 Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
  - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Director of Purchasing.
  - d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
  - e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
28. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

### **BID BONDS**

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland.

When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.

- 2. Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

### **SPECIFICATIONS REFERENCES**

- 1. Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
- 2. Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense or the Director of Purchasing shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. **Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Director of Purchasing hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Director of Purchasing to judge if each requirement of the specifications is being complied with.

## AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
  
5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Director of Purchasing on contracts of purchase and on contracts of sale (if applicable):
  - a. The ability, capacity and skill of the Bidder to perform the service required.
  - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
  - c. The quality of performance of previous contracts or services.
  - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
  - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
  - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
  - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
  - h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
  - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder’s responsiveness, the Director of Purchasing shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder’s liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Director of Purchasing with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.

7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

## CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Director of Purchasing, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Director of Purchasing and they shall be liable for any costs incurred by the County as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Director of Purchasing shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
  - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
  - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
  - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
  - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.

- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Board of Education and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e., Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdictions respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
7. **Non-Discrimination:** No Bidder who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Director of Purchasing's opinion, is beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.
9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Director of Purchasing.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without

the previous written consent of the County Director of Purchasing, but in no case shall such consent relieve the Bidder from his/her obligations or change the terms of the contract.

11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - b. Extended upon written authorization of the Director of Purchasing and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
  
12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

## **DELIVERY PROVISIONS**

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
  
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.
  
3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.



4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number  
The Name of the Article and Stock Number (Supplier's)  
The Quantity Ordered  
The Quantity Back Ordered  
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense, or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

PUR-1442  
PAVING REPAIR AT THE WASHINGTON COUNTY  
SHERIFF'S DEPARTMENT AND DETENTION CENTER

SUPPLEMENTAL TERMS AND CONDITIONS

1. **BID SUBMISSION:** Bids are to be enclosed in a sealed opaque envelope bearing the name of the Bidder and marked "**SEALED BID – (PUR-1442) PAVING REPAIR AT THE WASHINGTON COUNTY SHERIFF'S DEPARTMENT AND DETENTION CENTER**". Bids are to be addressed to Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740. **Please direct all inquiries to Brandi Naugle, CPPB, Buyer at 240-313-2330, fax 240-313-2331.**

**NOTE:** All Proposers must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administrative Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

2. **BID OPENING:** Bids must be received and time-stamped in the Purchasing Department no later than **2:00 P.M., (EDT/EST), Wednesday, November 13, 2019.** Bids will be opened at that time in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend.
3. **AWARD OF CONTRACT:** Washington County shall award the contract to the responsible, responsive Bidder who submits the lowest the total sum for the Paving Repair at the Washington County Sheriff's Department and Detention Center. When an error is made in extending total price, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the Bidder. Erasures or changes in bids must be initialed. Upon approval of the cost proposal, it is the County's intent to issue a Notice to Proceed (issuance of purchase order) within twenty-one (21) days.
4. **DELIVERY FAILURES:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Director of Purchasing or failure to make replacements of rejected products when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market products of comparable grade to replace the products rejected or not delivered. On all such purchases, the

Bidder shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such amount from monies owed the defaulting Bidder.

5. **LOCATION**: 500 Western Maryland Parkway, Hagerstown, MD 21740, Site contact Terry Hill, System Maintenance, telephone number 240-313-2142. It is anticipated that a purchase order will be issued within twenty-one (21) days to the successful Bidder.
6. **DISCOUNTS**: Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices.
7. **DISPUTES**: In cases of disputes as to whether or not an item or service bid or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
8. **EQUAL OPPORTUNITY**: The Board of County Commissioners of Washington County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Bid Opening.
9. **EXCEPTION**: The submission of a bid shall be considered an agreement to all items, conditions, and specifications provided herein and in the various bid documents unless specifically noted otherwise in the proposal.
10. **HAZARDOUS SUBSTANCES**: Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
11. **HOURS OF OPERATIONS**: Unless otherwise scheduled, contractor normal hours of operation will be 7:00 A.M. – 3:30 P.M. (EDT/EST), Monday through Friday.
12. **INSURANCE**: Upon request and prior to execution of contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of the County's *Insurance Requirements for Independent Contractors* policy.
13. **INTERPRETATION, DISCREPANCIES, OMISSIONS**: Should any Bidder find discrepancies in, or omissions from the documents, or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request in writing, an interpretation from Brandi Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, MD 21740-4748, Fax: 240-313-2331; or send questions in MicroSoft Word platform via e-mail to: [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations will be issued to all Bidders by the Washington County Director of Purchasing in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions as taken in no way obligate the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Wednesday, October 30, 2019 may not be considered. All correspondence in regard to this bid shall be directed to and issued by the Washington County Purchasing Department. Direct all inquiries to the County's Buyer, Brandi Naugle, CPPB.

14. **LIQUIDATED DAMAGES:** Liquidated damages shall be applied at the rate of one hundred fifty (\$150.00) dollars per day for each day that the successful contractor fails to complete the work as specified herein.
15. **LUMP SUM PROPOSAL:** A lump sum proposal is being requested for the work. The total sum for the work shall include the cost of freight any and all permits and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of bonds and insurances required, the cost of all material, labor, equipment, plant and other services and facilities of every nature whatsoever or as may be necessary to complete the project as described in the specifications.
16. **PAYMENT:** Payment will be made within thirty (30) days after satisfactory acceptance and delivery. Invoices shall be submitted to the Washington County Sheriff's Office, 500 Western Maryland Parkway, Hagerstown, Maryland 21740, Attention: Terry Hill. Invoices submitted without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the site name and the Washington County-issued Purchase Order (P.O.) number.
17. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
18. **PRE-BID CONFERENCE:** A Pre-Bid Conference will be held in the Washington County Administration Complex, 100 West Washington Street, Room 3000, Hagerstown, Maryland 21740, on **Wednesday, October 23, 2019 at 10:00 A.M., (EDT/EST)**, at which time County personnel will be present to answer any questions. Attendance at this meeting is not mandatory, but it is strongly encouraged. Contractors wishing to visit the site will be given the opportunity to do so with the County's Representative immediately following the Pre-Bid Conference.
19. **POLITICAL CONTRIBUTION DISCLOSURE:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in

excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

20. **PRICE ADJUSTMENTS:** Price adjustments during this project shall be based on the Maryland State Highway's "Price Adjustment for Asphalt Binder." Bidders shall submit along with their Bid the prevailing index price of asphalt binder per ton and the design mix of their Hot Mix Asphalt products:

**504.04.01 Price Adjustment for Asphalt Binder.** A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of asphalt binder.

For adjustment purposes, the prevailing base index price will be the price specified for PG 64-22 Asphalt Binder currently posted at <http://www.roads.maryland.gov/Home.aspx> (Business Center, Contracts, Bids and Proposals) prior to the bid opening. Cost differentials between PG 64-22 and a binder specified shall be included in the price bid per ton for Hot Mix Asphalt.

The PA will be made when the index price for the month of placement increases or decreases more than five (5) percent of the prevailing base index price. Computations will be as follows:

$$\text{Percent Change} = ((P_p - P_b) / P_b) \times 100$$

$$PA = T \times Q \times ((P_p - (D \times P_b))$$

Where:

- PA = Price Adjustment for the current month
- T = Design target asphalt content expressed as a decimal
- Q = Quantity of Hot Mix Asphalt placed for the current month
- P<sub>p</sub> = Index price for PG 64-22 Asphalt Binder per ton for the month of placement
- D = 1.05 for increases over 5 percent; 0.95 for decreases over 5 percent
- P<sub>b</sub> = Prevailing base index price for PG 64-22 Asphalt Binder per ton

PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Asphalt Binder. The item amount will be established by the Administration and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

21. **SITE ACCESS:** The successful Contractor shall coordinate all efforts of work and access to the site with the County's authorized representative, Mr. Terry Hill, Senior Systems Mechanic at 240-313-2142.

22. **SITE VISIT:** Site visits, if desired, shall be scheduled to occur no later than **2:00 P.M. (EDT/EST), Wednesday, October 30, 2019**. Contractors shall contact, Mr. Terry Hill, Senior Systems Mechanic at 240-313-2142.
23. **QUALIFICATIONS:** The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidders shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.
24. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.
25. **SALES TAX:** Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129-2. The County will provide a sales tax exemption certificate for the items provided under this contract.
26. **SUBSTITUTIONS:** All products are to be supplied in exact accordance with these specifications. Any bidder who contemplates offering a product that differs from that specified must submit to the Purchasing Department, in writing, a request for substitutions no later than **4:00 P.M. (EDT/EST), Wednesday, October 30, 2019** to obtain the Owner's written approval. Approval/disapproval of substitution requests shall be forwarded by addendum to all potential bidders no later than five (5) calendar days prior to the deadline for receipt of bid. All such decisions will be considered final and not subject to further recourse. Only one (1) manufacturer's product may be proposed by each Contractor.
27. **TERM OF CONTRACT:** All bid prices shall be valid for ninety (90) days from bid due date.
28. **TERMINATION FOR CONVENIENCE:** The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract, as determined by the County to be reasonable, that the Awarded Vendor has incurred up to the date of termination and all reasonable costs, as determined by the County to be reasonable, associated with termination of the Contract. However, the Awarded Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
29. **TIME OF COMPLETION:** By submission of his/her bid, the Contractor agrees to commence work under this Contract upon receipt of the Notice to Proceed (issuance of purchase order), design, prosecute the work diligently, and **substantially complete for its intended use not later than thirty (30) calendar days after Notice to Proceed**. The time stated for completion shall include material procurement, construction, and final clean-up of the premises ready for occupancy. The Notice to Proceed will be extended to the Contractor as fair-weather conditions

permit. The successful Contractor shall schedule construction times with Mr. Terry Hill, Senior Systems Mechanic at 240-313-2142.

30. **BIDDER'S RESPONSIBILITY:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> and the phone numbers for the State Department of Assessments and taxation are: (410) 767-1340 or (888) 246-5941.
  
31. All work shall be done according to Washington County standards and those of any Local, State or Federal agencies having jurisdiction.

**PUR-1442**  
**PAVING REPAIR AT THE WASHINGTON COUNTY**  
**SHERIFF'S DEPARTMENT AND DETENTION CENTER**

**SCOPE OF WORK / SPECIFICATIONS**

It is the intention of the Board of County Commissioners of Washington County, Maryland to enter into a contract with a qualified contractor to provide services at the Washington County Sheriff's Office and Detention Center, located at 500 Western Maryland Pkwy. Hagerstown, Md. 21740 for paving repair/patching, removing weeds from cracks. Milling around concrete, drains and all areas necessary to maintain existing elevations. Overlaying 10,863.49 square yards/entire area with 1.5" or 2" where applicable and in accordance with standard plates. The face of the asphalt shall be 9.5mm.

The work shall be done in a sequence of one half of the parking lot at a time, so that parking is available for staff and visitors.

1. Broken and questionable areas
  - a. Remove old blacktop, excavate as needed to eliminate future "pumping" issues.
2. Complete repaving
  - a. Resurface entire area, 10,863.49 square yards with 1.5" of wear surface.
3. Restriping
  - a. Quote as existing layout.
  - b. Main entrance driveway to include two blue center lines up to the concrete island.
4. See Attachments A through D.



**POLICY TITLE:** Insurance Requirements for Independent Contractors

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:** \_\_\_\_\_

**I. PURPOSE**

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory  
Employers' Liability - \$100,000 (Each Accident)  
\$500,000 (Disease - Policy Limit)  
\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

**Certificate(s) of Insurance:** The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

**General Indemnity:** The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991  
Effective Date: August 27, 1991  
Revision Date: March 4, 1997  
Effective Date: March 4, 1997

**Background and Applicability:**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Signature of Contractor's Authorized Official \_\_\_\_\_

Printed Name of Contractor's Authorized Official \_\_\_\_\_

Printed Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND  
WASHINGTON COUNTY PURCHASING DEPARTMENT**

**PROVISIONS FOR OTHER AGENCIES**

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>JURISDICTION</u></b>
___	___	WASHINGTON COUNTY PUBLIC SCHOOLS
___	___	WASHINGTON COUNTY HEALTH DEPARTMENT
___	___	OTHER WASHINGTON COUNTY MUNICIPALITIES
___	___	HAGERSTOWN COMMUNITY COLLEGE
___	___	CITY OF HAGERSTOWN
___	___	FREDERICK COUNTY COMMISSIONERS
___	___	OTHER FREDERICK COUNTY MUNICIPALITIES
___	___	ALLEGANY COUNTY COMMISSIONERS
___	___	BOARD OF EDUCATION OF ALLEGANY COUNTY
___	___	OTHER ALLEGANY COUNTY MUNICIPALITIES
___	___	ALLEGANY COMMUNITY COLLEGE
___	___	CITY OF FROSTBURG
___	___	CITY OF CUMBERLAND
___	___	GARRETT COUNTY - GENERAL SERVICES
___	___	BOARD OF EDUCATION OF GARRETT COUNTY
___	___	OTHER GARRETT COUNTY MUNICIPALITIES
___	___	GARRETT COUNTY COMMUNITY COLLEGE
___	___	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

**SIGNATURE TO BIDS**

**NOTE: Bidders shall use this page as a cover page when submitting his/her bid.**

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder 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 Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

**BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.**

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_  
Addendum No. 4 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_

**AFFIRMATION REGARDING COLLUSION**

I AFFIRM THAT:

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

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;

- (a) 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.

**AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the 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):

\_\_\_\_\_

\_\_\_\_\_

BIDDER'S COMPANY/FIRM: \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

TELEPHONE & FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ FEDERAL EMPLOYER'S IDENTIFICATION NO. \_\_\_\_\_

***For Informational Purposes Only:*** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**PUR-1442  
PAVING REPAIR AT THE WASHINGTON COUNTY  
SHERIFF'S DEPARTMENT AND DETENTION CENTER**

**FORM OF PROPOSAL**

Paving repair/Patching, Removing weeds from cracks. Milling around concrete, drains and all areas necessary to maintain existing elevations. Overlaying 10,863.49 square yards/entire area with 1.5" or 2", 2" where applicable and in accordance with standard plates. The face of the asphalt shall be 9.5mm at the Washington County Sheriff's Office and Detention Center, located at 500 Western Maryland Pkwy. Hagerstown, Md. 21740

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(Written) (Figures)

REMARKS/EXCEPTIONS:

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\_\_\_\_\_  
Bidder's Name

CATEGORY 500 - PAVING**Item No. 501 - CONTINGENT - STABILIZATION, TYPE-1****Item No. 502 - CONTINGENT - STABILIZATION, TYPE-2**

**.01 DESCRIPTION:** This work shall consist of excavating soft subgrade soils, furnishing and installing stabilization material and geotextile at spot locations directed by the Engineer.

**.02 MATERIALS:**

Crusher Run Aggregate, CR-6	MDOT SHA Standard Spec. Section 901
AASHTO No. 2 Stone	MDOT SHA Standard Spec. Section 901
HMA Base Mix 19.0mm	SP Item No. 506
Geotextile	MDOT SHA Standard Spec. Section 921.09
Geogrid	See .03 Construction, I. below
Water	MDOT SHA Standard Spec. Section 921.01
Moisture & Dust Control Agents	MDOT SHA Standard Spec. Section 921.02

**.03 CONSTRUCTION:** Refer to MDOT SHA Standard Specifications Section 501.03 and the following:

- A. Upon removal of the existing pavement and the undercut subgrade, the Engineer will evaluate the subgrade to determine its suitability for repair.
- B. Install Stabilization Repair Type-1 as directed by the Engineer in accordance with Standard Plate No. 501.
- C. Wrinkles and folds in the geotextile shall be avoided and any damaged geotextile shall be replaced or repaired as directed by the Engineer at the Contractor's expense.
- D. Crusher Run Aggregate, CR-6 shall be compacted to 97% of the maximum dry density as determined by ASTM 1557. During compaction operations, the moisture content shall be maintained within 2 percent of the optimum. Prior to placement, the Contractor shall provide copies of material test results demonstrating maximum density, optimum moisture content. Test results must be current within six (6) months of use.
- E. Asphalt pavement shall be placed to match the existing surface as described in Item No. 517 - HMA Patches (Base Mix), FDP.
- F. Install Stabilization Repair Type-2 as directed by the Engineer in accordance with Standard Plate No. 502.



- G. Upon completion of AASHTO No. 2 Stone backfill, the Contractor shall place geogrid reinforcement in accordance with Standard Plate No. 502 prior to completing the stabilization with Crusher Run Aggregate, CR-6.
- H. Geogrid shall be BX1100 as manufactured by Tensar Earth Technologies Inc., or MS 220 as manufactured by Tenax Corporation, or approved equal.

**.04 MEASUREMENT AND PAYMENT:** Contingent Stabilization Type-1 and Type-2 will be measured and paid for at the Contract unit price bid per cubic yard. The payment will be full compensation for all saw cutting, excavating, hauling, milling, placing, grading, stabilization aggregates, geogrid, geotextile, compaction, disposal, labor, equipment, tools and incidentals necessary to complete the work. The placement of the base asphalt material shall be paid for under Pay Item No. 517 – Hot Mix Asphalt Patch (Base Mix).

**Item No. 503 – CONTINGENT – 4” GRADED AGGREGATE BASE**

**.01 DESCRIPTION:** Place graded aggregate base material without a stabilizing agent at locations as directed by the Engineer. This item is intended for use after milling existing asphalt pavement where conditions may require additional graded aggregate base to level the surface before placing new hot mix asphalt.

**.02 MATERIALS:**

Graded Aggregate for Base Course MDOT SHA Standard Spec. Section 901.01

- A. A representative sample of the material type shall be submitted to the County for approval prior to its use.
- B. The material gradation shall conform to the following guideline;

Sieve Size	Percent Passing by Weight
2 Inch	100
1 ½ Inch	95-100
¾ Inch	70-92
3/8 Inch	50-70
No. 4	35-55
No. 30	12-25
No. 200	0-8

- C. Gradation results, from a pre-approved laboratory, shall be submitted to the County for approval prior to its use.

**.03 CONSTRUCTION:** Refer to MDOT SHA Standard Specifications Section 501.03, provided herein and the following:

- A. Materials relative to this Contingent Item shall be placed at locations and depths as directed by the Engineer. The Contractor shall confirm all locations with the Engineer prior to placement.

**.04 MEASUREMENT AND PAYMENT:** Item No 503 – CONTINGENT Graded Aggregate Base Course will be measured and paid for at the Contract unit price bid per ton. The payment will be full compensation for all material, hauling, placing, compacting, labor, equipment, tools and incidentals necessary to complete the work.

**Item No. 505 – SUPERPAVE ASPHALT MIX 9.5mm (PG 64S-22)**

**.01 DESCRIPTION:** This work shall consist of furnishing and installing (HMA) Superpave Asphalt Mix courses as shown herein and/or as directed by the Engineer. HMA courses shall consist of crushed stone, crushed slag, or crushed gravel and fine aggregate, slag or stone screening or a combination thereof combined with asphalt cement. The Engineer will permit the use of HMA courses containing RAP material in the specified mixes. All mix designs used on this contract shall be MDOT SHA Standard Specification approved and certified.

**.02 MATERIALS:** In accordance with MDOT SHA Standard Specifications as follows:

Performance Graded Asphalt Binders	MDOT SHA Standard Spec. Section 904.02
Tack Coat	MDOT SHA Standard Section 904.03
Hot Mix Asphalt Mixes	MDOT SHA Standard Section 904.04
Hot Applied Crack Filler	MDOT SHA Standard Section 911.01
Hot Applied Joint Sealer	MDOT SHA Standard Section 911.01
Production Plant	MDOT SHA Standard Section 915

- A. Superpave Asphalt Mixes shall meet the requirements of Standard Specification for SUPERPAVE Volumetric Mix Design, AASHTO Designations MP2-99, and be subject to approval by the Engineer.

- B. The Contractor shall submit a certificate of analysis showing conformance with Performance Graded Asphalt Binder Specification, MP1 for the following mixes:

<u>Mix</u>	<u>Binder</u>
Superpave Asphalt Mix Asphalt Mix 9.5 mm	PG 64S-22

(Job mix formulas shall be submitted for approval by the County for the above mixes prior to placement)

- C. Mixes shall be designed for an Equivalent Single Axle Load (ESAL) range of 0.3 million to < 3.0 million ESAL's (compaction level 2) and a seven (7) Day Average Design Air Temperature < 39°C.

- D. The allowable percentage of recycled asphalt pavement (RAP) and its suitability for use shall be in conformance with MSMT 412 and M 323. The allowable amount of RAP in the specified mixes shall not exceed 20% for surface mixes. When using 20% or less of RAP, binder viscosity adjustments are not required. Documentation of RAP stockpile quality and traceability shall be submitted to the Engineer for an approval prior to use.
- E. Crushed glass and roofing shingles shall not be used in the Superpave mixes.

**.03 CONSTRUCTION:** Refer to MDOT SHA Standard Specifications Section 504.03 and the following:

- A. Prior to any asphalt placement, the Contractor, Engineer, Inspector, and Paving Foreman, the Foreman, and the Quality Control Technicians shall hold a meeting for the Contractor to outline the schedule of paving and to review the quality control plans for the production plant and field operations. Subsequent meetings may be held on a weekly basis, at the direction of the Engineer.
- B. The Contractor shall provide daily production reports to the County no later than 1:00 p.m. on the day prior to scheduled production.
- C. The Contractor shall provide a copy of the plant quality control testing results within 24 hours of placement of applicable HMA.
- D. At any time during the period of the Contract, the Engineer may increase, delete, or substitute asphalt or sealant tonnage, milling area or patching quantities as listed herein for Washington County, at his/her discretion. The Engineer may also change the limits of the work by adding or deleting roads as listed herein. A change in quantities shall be in accordance with the "Estimated Quantities" provision as stated in General Conditions, Section 4.04, page GC-27.
- E. Driveway tie-ins shall be constructed so that the minimum pavement depth is maintained. Prior to placing new pavement, the entire affected surface area of the existing pavement shall be 100% covered with tack coat. After new pavement has been placed, all joints shall be filled with approved joint sealer.
- F. Roadway tie-ins shall be constructed in accordance with Standard Plate No. 503 and MDOT SHA Standard Specifications Section 504.03.09. All tie-ins shall be milled as directed by the Engineer.
- G. For each roadway, all necessary tie-ins shall be prepared and approved by the Engineer before the Contractor may begin the final surface overlay operation.
- H. The Engineer, via random sampling method, shall determine all mixture sample and pavement core locations.
- I. All construction joints and cores shall be sealed within two (2) working days after the surface course has been completed.

- J. All compaction of HMA shall take place while the in place temperature is above 185 degrees. HMA shall be compacted to an in place density of 92.0 to 97.0 percent of the maximum density.
- K. The Paver speed shall not be in excess of 35 feet per minute. The Engineer may require a lesser speed if it is deemed that the rollers are not able to achieve the required compaction at that speed.
- L. At the direction of the Engineer, the Contractor shall perform density testing and obtain three verification cores. Results of these tests shall be delivered to the Engineer within 24 hours. Calibration cores shall not be taken without receiving prior approval from the Engineer.
- M. Testing frequency will be one box sample taken per 1000 cumulative tons, per mix throughout the project. Additional random testing may be performed at the direction of the Engineer.
- N. Where an overlay section is adjacent to curb or combination curb and gutter, the existing pavement shall be milled to ensure the pavement is flush with the gutter or the curb reveal is not decreased. Payment for milling curb reveal is paid under Item No. 521 - Milling Hot Mix Asphalt Pavement 0"-2".
- O. Roadway surface must be completely dry before placement of any tack coat or HMA.
- P. When applying the tack coat to a vertical surface, a wand may be used. While applying tack coat to a horizontal surface (mainline or shoulder), the tack coat shall be applied using a controlled application method. Application to horizontal surfaces with a wand is considered unacceptable.
- Q. Prior to applying the tack coat, remove all loose and foreign materials from the surface. Apply using full circulation spray bars that are laterally and vertically adjustable and that provide triple fanning and overlapping action. The tack coat distributing equipment shall have a computerized rate control for adjusting and controlling the application from the cab, this application rate shall be a minimum of 0.04 gal/sq yd. The tack truck shall be inspected and certified by the Maryland State Highway Administration prior the start of work.
- R. A clean out area shall be designated for all trucks during a paving operation to ensure no loose material is emptied in front of the paver.
- S. A minimum of two experienced roller operators shall be dedicated to the rolling operation during an overlay to ensure proper compaction and the elimination of roller all marks from the mat.

**.04 MEASUREMENT AND PAYMENT:** Refer to MDOT SHA Standard Specifications Section 504.04 and the following:

- A. HMA pavements will be measured and paid for at the Contract unit price bid per ton for the respective types of Superpave. The payment will be full compensation for furnishing, hauling, placing, field and plant quality control, field and laboratory testing, tack coat, labor, equipment, tools and incidentals necessary to complete the work.
- B. All costs for constructing and removal of tie-ins, final or temporary shall be considered incidental and included in the price bid per ton for HMA courses.
- C. An adjustment will be made to the final Contract unit price of HMA. If the price of liquid asphalt binder fluctuates significantly from the prevailing price to the price at the month of placement; adjustments will be in accordance with section 504.04.01 of the MDOT SHA Standard Specifications Section provided herein and shall be determined and paid for on a monthly basis. The Contractor shall submit his invoice for payment of bituminous pavement placed along with any corresponding price adjustment request for liquid asphalt binder for the affected material as well as calculations in order for a price adjustment to be recognized by the County.
- D. Joint Seal shall be considered incidental to the cost of the pertinent asphalt pay items. Joint Seal shall be used for any location that new pavement is adjacent to existing pavement surfaces and shall include, but not limited to, storm drain inlets, roadway tie-ins, driveway tie-ins, patches, and any Longitudinal and/or Transverse joints that are identified by the Engineer. Joint Seal shall be applied no later than two (2) working days after the final surface course or patch course has been completed.
- E. The County reserves the right to reduce or refuse payment for any HMA which fails to meet quality assurance tests for in place density, mixture gradation and asphalt content for all quantities placed for the test period. When all testing results meet within the tolerances as submitted in the job mix formula and the in place density meets on or within 92.0 to 97.0 percent, payment will be made at 100% of the Contract unit price bid per ton of the mix placed. When testing results do not meet the specified in place density or allowable tolerance for mixture gradation and asphalt content, reductions in payment will be made per the following:  
When the in place density is on or within 90.0 to 91.9 percent, payment will be made at 93% of the Contract unit price bid per ton of the mix placed. When the in-place density is equal to or less than 89.9 percent or equal to or greater than 97.1 percent, the materials placed shall be removed and reinstalled at no additional cost to the County.

For every 1.0 percent outside the gradation tolerance, one (1) dollar will be deducted from the Contract unit price bid per ton, for each sieve opening size. In those instances where the test results are outside the tolerance at a value that is more than the range of the tolerance (the difference between the maximum and minimum design value), payment will be refused.

For every 0.10 percent outside the asphalt content tolerance, one (1) dollar will be deducted from the Contract unit price bid per ton. In those instances where the test results are outside the tolerance at a value that is more than the range of the tolerance (the difference between the maximum and minimum design value), payment will be refused.

Dismissal of the payment reduction or refusal will require the Contractor to submit acceptable test results by an approved independent laboratory or submission of a certified mix design that meets test criteria for consideration. The expense of any additional testing shall be the responsibility of the Contractor.

**Item No. 517 - HOT MIX ASPHALT PATCH (Base Mix)**

- .01 DESCRIPTION:** This work shall consist of all labor, supervision, material, equipment and services necessary and incidental for repairing hot mix asphalt pavements by removing all (or part) of the existing asphalt pavement and replacing the removed material with hot mix asphalt. This item shall be used at locations and to the limits as marked-out in the field, listed herein and/or as directed by the Engineer. There are five (5) HMA Patch scenarios under this contract:
- A. Full Depth Patch (FDP) replaced w/ base mix. This shall consist of the removal of specified areas of the full thickness of the existing asphalt pavement section, to the top of the underlying aggregate base material, and replacement with hot mix asphalt base mix to match the existing HMA surface in accordance with Standard Plate 504. A HMA overlay for the entire roadway follows this FDP.
  - B. If the milling procedure exposes existing subbase stone or subgrade soil, the material shall be compacted prior to asphalt placement with a smooth drum roller or other necessary equipment as directed by the Engineer.
- .02 MATERIALS:** All asphalt pavement materials used for Hot Mix Asphalt Patches shall meet the specifications for Superpave Mixes provided in Item No. 505 – Superpave Asphalt Mix 9.5mm of these Special Provisions.
- .03 CONSTRUCTION:** Refer to MDOT SHA Standard Specifications Section 505.03 and the following:
- A. The pre-marked areas shall be identified in the field and milled to the depth required. Patch depth will vary.
  - B. All compaction of HMA shall take place while the in place temperature is above 185 degrees. HMA shall be compacted to an in-place density of 92.0 to 97.0 percent of the maximum density.
  - C. A minimum of one (1) density test shall be performed on each patch. Additional tests shall be performed for each 100 linear feet of continuous patch, thereafter. All density testing and core locations shall be designated by the Engineer. Three (3) verification cores shall be obtained weekly, at locations approved by the Engineer.

- D. Testing frequency will be one (1) box sample taken per 1,000 cumulative tons, per mix throughout the project. Additional random testing may be performed at the discretion of the Engineer.
- E. Prior to applying the tack coat, remove all loose and foreign materials from the surface. Apply using full circulation spray bars that are laterally and vertically adjustable and that provide triple fanning and overlapping action. The tack coat distributing equipment shall have a computerized rate control for adjusting and controlling the application from the cab, this application rate shall be a minimum of .04 gal/sq yd.
- F. No patches shall be left open or unfinished overnight.

**.04 MEASUREMENT AND PAYMENT:** Refer to Item No. 505 – Superpave Asphalt Mix 9.5mm – Measurement and Payment of these Special Provisions and the following:

- A. Payment will not be made until required patch joints have been sealed.
- B. When the Engineer determines that the aggregate base or sub-grade material is unsuitable, removal and replacement will be measured and paid for in accordance with Item No. 501 – Contingent – Stabilization Type-1 or Item No. 502 - Contingent – Stabilization Type-2 of these Special Provisions.

**Item No. 521 - MILLING HOT MIX ASPHALT PAVEMENT 0” to 2” DEPTH**

**.01 DESCRIPTION:** This work shall consist of all labor, supervision, material, equipment and services necessary and incidental for milling hot mix asphalt pavement to the depth, and locations, provided herein and/or as directed by the Engineer. The intent of this item is to provide proper curb reveal as well as removal of deteriorated thin and/or delaminating asphalt. This item is not for tie-ins with intersecting roads, driveways, or bridge approaches.

**.02 MATERIALS:**

Hot Mix Asphalt (HMA)

MDOT SHA Standard Section 904

**.03 CONSTRUCTION:** Refer to MDOT SHA Standard Specifications Section 508.03 and the following:

- A. Milling shall be required at all closed sections to provide proper tie-in and crown correction on the roadways listed herein. It is estimated that approximately 2-inch-deep milling will be required for curb reveal along gutter pans.
- B. While milling along any concrete curb, the contractor shall take significant care to ensure no damage is incurred to the curb. Any damaged curb will be assessed and a determination will be made by the Engineer whether repairs are needed. Any repairs required by the Engineer will be performed at no cost to the County.

- C. As directed by the Engineer, full width milling may be required on roadways designated herein to remove the delaminating surface, correct roadway crowns, and remove deteriorated pavement.
- D. Milled surfaces shall be swept and/or vacuumed at the Engineer's discretion prior to returning the area to traffic.
- E. Asphalt pavement millings shall become the property of the Contractor and shall be disposed of properly. At the direction of the Engineer, the County reserves the right to retain up to 10% of the asphalt pavement millings.
- F. After the milling operation is complete, all depressions, potholes, and other irregularities shall be filled and any existing water valves, meters, manhole covers, etc. shall be wedged using hot mix asphalt, or as directed by the Engineer. The cost of this asphalt shall be incidental to this pay item. Milling or grinding for driveways, roadway tie-ins, and/or bridge approaches shall not be included as part of this item but is incidental to the appropriate Hot Mix Asphalt Item No. 505 – Superpave Asphalt Mix 9.5mm of these Special Provisions.
- G. Milling for patches shall not be included as part of this item but is incidental to the appropriate Hot Mix Asphalt Item as described in Item No. 517 - Hot Mix Asphalt Patches (Base Mix) of these Special Provisions.
- C. If the milling procedure exposes existing subbase stone or subgrade soil, the material shall be compacted prior to asphalt placement with a smooth drum roller or other necessary equipment as directed by the Engineer.

**.04 MEASUREMENT AND PAYMENT:** Milling Hot Mix Asphalt will be measured and paid for at the contract unit price bid per square yard as accepted by the Engineer. The square yard measurement will be computed from the actual width and length measurements of the milled area. The payment will be full compensation for milling, hauling, and disposal of milled material, cleanup and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

**Item No. 525 – PAVEMENT MARKINGS**

**.01 DESCRIPTION:** This work shall consist of applying a nontoxic lead free waterborne pavement marking paint to pavement surfaces as specified in the Contract Documents or as directed by the Engineer.

**.02 MATERIALS:**

Paint is a nontoxic lead free waterborne pavement marking and is a non-durable material. All Paint Pavement Marking material shall be selected from the Maryland State Highway Qualified Products List.



**.03 CONSTRUCTION:**

A. Adhere to Section 549.03 of the MSHA Specification Booklet

**.04 MEASUREMENT AND PAYMENT:** All Pavement markings shall be measured and paid for at the Contract unit price per linear foot applied. Measurement will be made only along the centerline of actual painted line (excluding skips or gaps). The payment will be full compensation for furnishing and applying the pavement marking (line markings, letters, numbers, arrows and symbols) will be made under the pertinent pavement markings items. Quality control will not be measured but the cost will be incidental to the pertinent items specified.

Corrective actions for markings unsatisfactorily installed as determined by the Engineer or that fail during the observation period, shall be at no additional cost (including Maintenance of Traffic) to the County.

**STANDARD PLATES**

**CONTRACT NO. MS-PMP-268-28**

**STANDARD PLATES**

**PAVEMENT MAINTENANCE & REHABILITATION PROGRAM FY- '19**

**HOT MIX ASPHALT (HMA) APPLICATIONS**

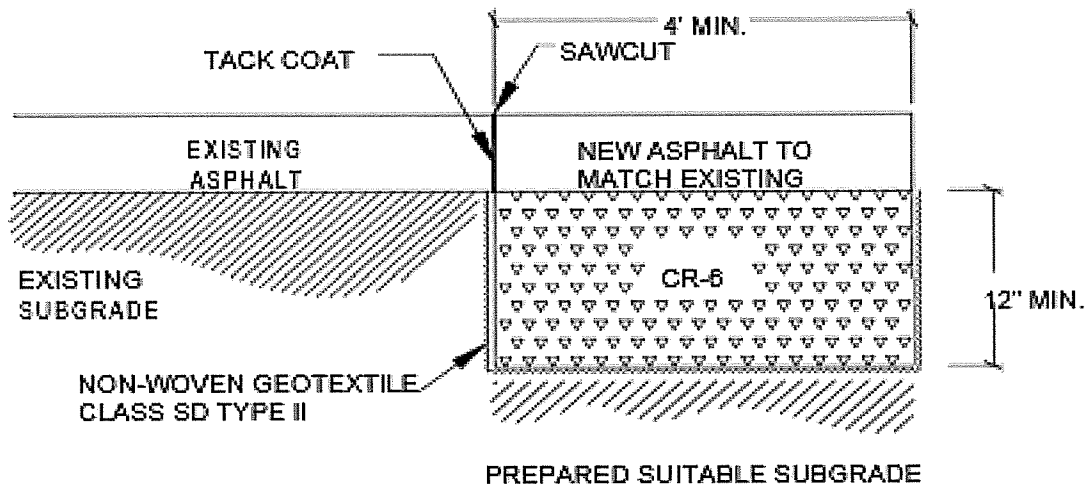
**CONTRACT NO. MS-PMP-268-28**

**PROJECT NO. 28-268**

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Full Depth Patch Detail .....	504

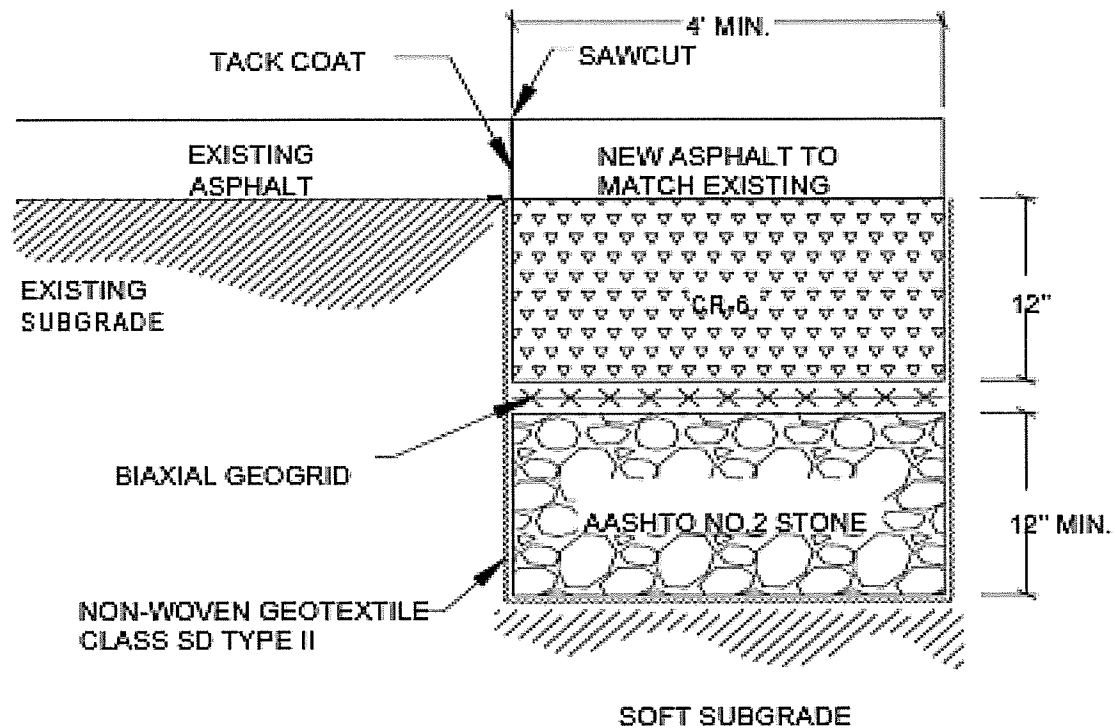


**NOTES:**

1. ACTUAL PLAN DIMENSIONS SHALL BE AS MARKED IN THE FIELD.
2. SUBGRADE SHALL BE INSPECTED AND APPROVED BY ENGINEER PRIOR TO PLACEMENT OF CR-6.
3. CARE SHALL BE TAKEN WHEN PLACING STONE ON GEOTEXTILE TO NOT DAMAGE THE FABRIC.
4. REFER TO SPECIAL PROVISIONS FOR COMPACTION REQUIREMENTS.
5. PATCH ASPHALT WITH HMA BASE MIX PER SPECIAL PROVISIONS.

NOT TO SCALE

 <p><b>DIVISION OF PUBLIC WORKS WASHINGTON COUNTY, MARYLAND</b></p> <p><b>ENGINEERING &amp; CONSTRUCTION</b> Washington County Administrative Annex Building 10 West Jefferson Street, Hagerstown, MD 21740 Phone: (301) 513-2400 Fax: (301) 513-2401</p>	<b>REVISIONS</b>	<b>STABILIZATION DETAIL, TYPE-1</b>



**NOTES:**

1. ACTUAL PLAN DIMENSIONS SHALL BE AS MARKED IN THE FIELD.
2. SUBGRADE SHALL BE INSPECTED AND APPROVED BY ENGINEER PRIOR TO PLACEMENT OF AASHTO NO. 2 STONE.
3. CARE SHALL BE TAKEN WHEN PLACING STONE ON GEOTEXTILE TO NOT DAMAGE THE FABRIC.
4. AASHTO NO. 2 STONE SHALL BE PLACED TO DEPTH APPROVED BY ENGINEER.
5. GEOGRID SHALL BE BX-1100, SPECIFIED AS MANUFACTURED BY TENSAR EARTH TECHNOLOGIES OR MS 220 AS MANUFACTURED BY TENAX CORP.
6. REFER TO SPECIAL PROVISIONS FOR COMPACTION REQUIREMENTS.
7. PATCH ASPHALT WITH HMA BASE MIX PER SPECIAL PROVISIONS.

NOT TO SCALE

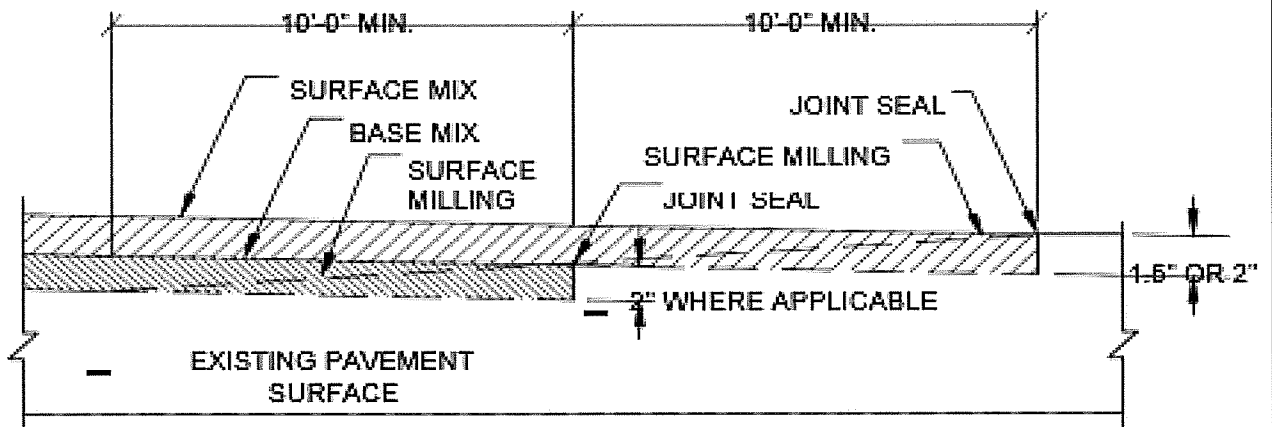


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REVISIONS

**STABILIZATION DETAIL,  
TYPE-2**

**STD. PLATE NO. 502**



NOT TO SCALE



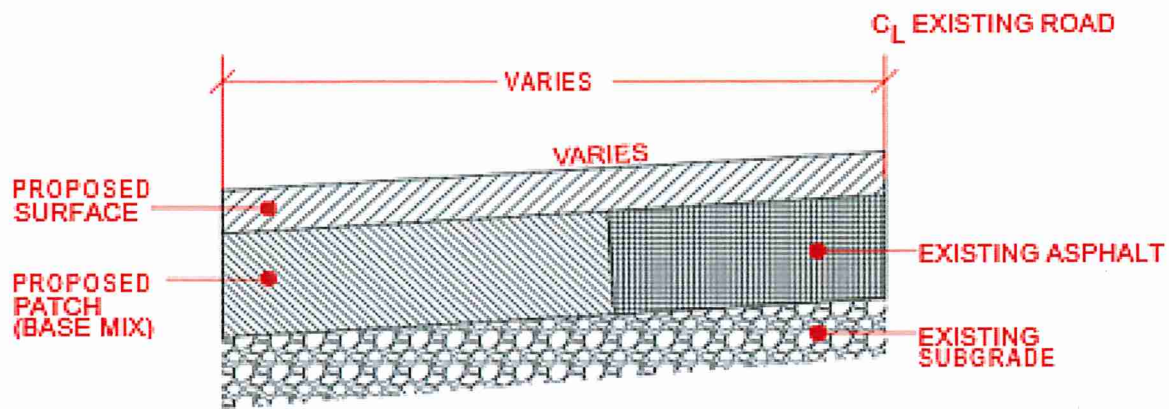
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REVISIONS

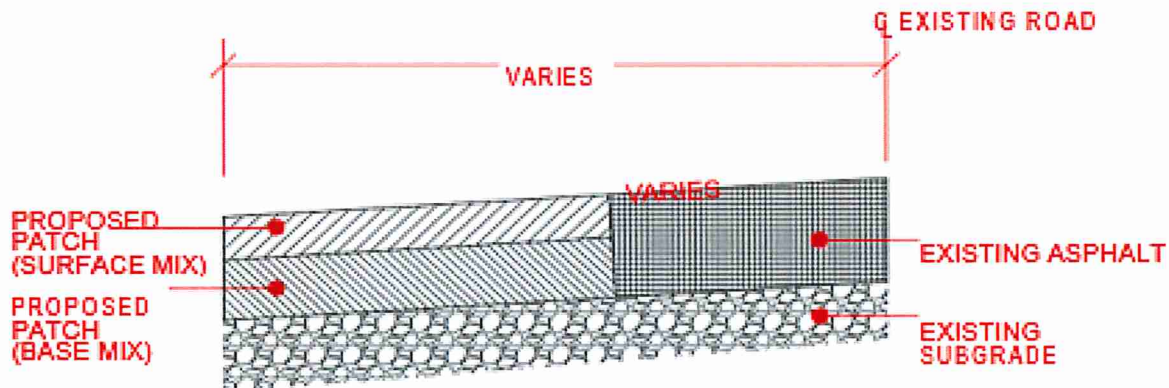
**ROADWAY TIE-IN  
DETAIL**

**STD. PLATE NO. 503**



**FULL DEPTH PATCH (FDP) w/ BASE MIX**  
N.T.S.

FDP WITH BASE MIX SHALL CONSIST OF THE REMOVAL OF SPECIFIED AREAS OF THE FULL THICKNESS OF THE EXISTING ASPHALT PAVEMENT SECTION, TO THE TOP OF THE UNDERLYING AGGREGATE BASE MATERIAL, AND REPLACEMENT WITH HMA BASE MIX TO MATCH EXISTING HMA SURFACE. HMA OVERLAY OR CHIP SEAL SHALL FOLLOW THIS TREATMENT.



**FULL DEPTH PATCH (FDP) w/ SURFACE MIX & BASE MIX**  
N.T.S.

FDP WITH BASE AND SURFACE MIX SHALL CONSIST OF THE REMOVAL OF SPECIFIED AREAS OF THE FULL THICKNESS OF THE EXISTING ASPHALT PAVEMENT SECTION, TO THE TOP OF THE UNDERLYING AGGREGATE BASE MATERIAL, AND REPLACEMENT WITH HMA BASE MIX UP TO 1.5 IN. OF THE EXISTING PAVEMENT SURFACE FOLLOWED BY SURFACE MIX TO MATCH EXISTING HMA SURFACE. THIS WILL SERVE AS FINAL ROAD SURFACE.

NOT TO SCALE



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REVISIONS

**FULL DEPTH PATCH**  
**DETAIL**  
**STD. PLATE NO. 504**

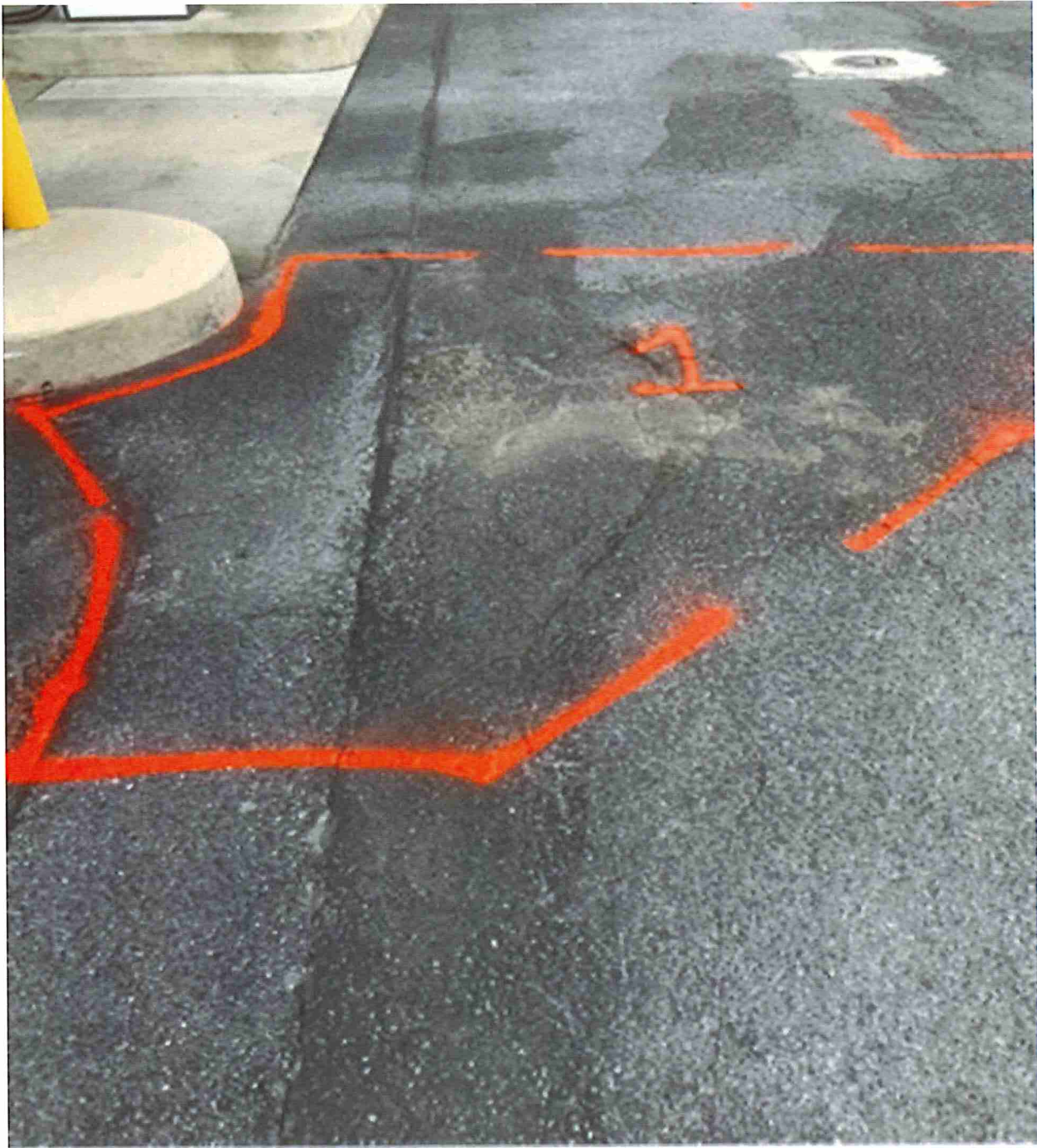
ATTACHMENT C



Areas for Repair

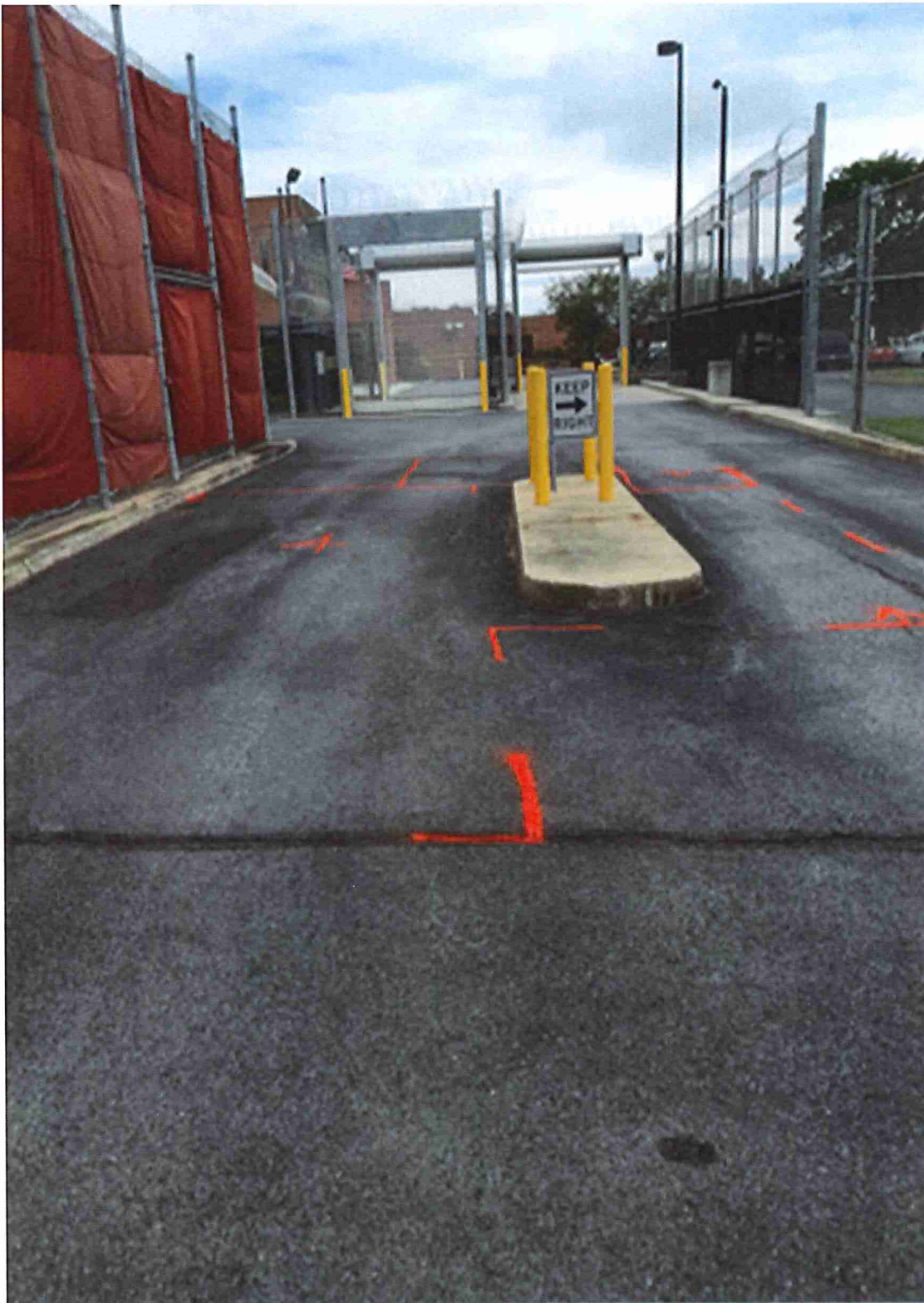
	W	L
1.	10	8
2.	9	15
3.	4	3.5
4.	22	44
5.	21	27
6.	8	9
7.	8	23
8.	7	45



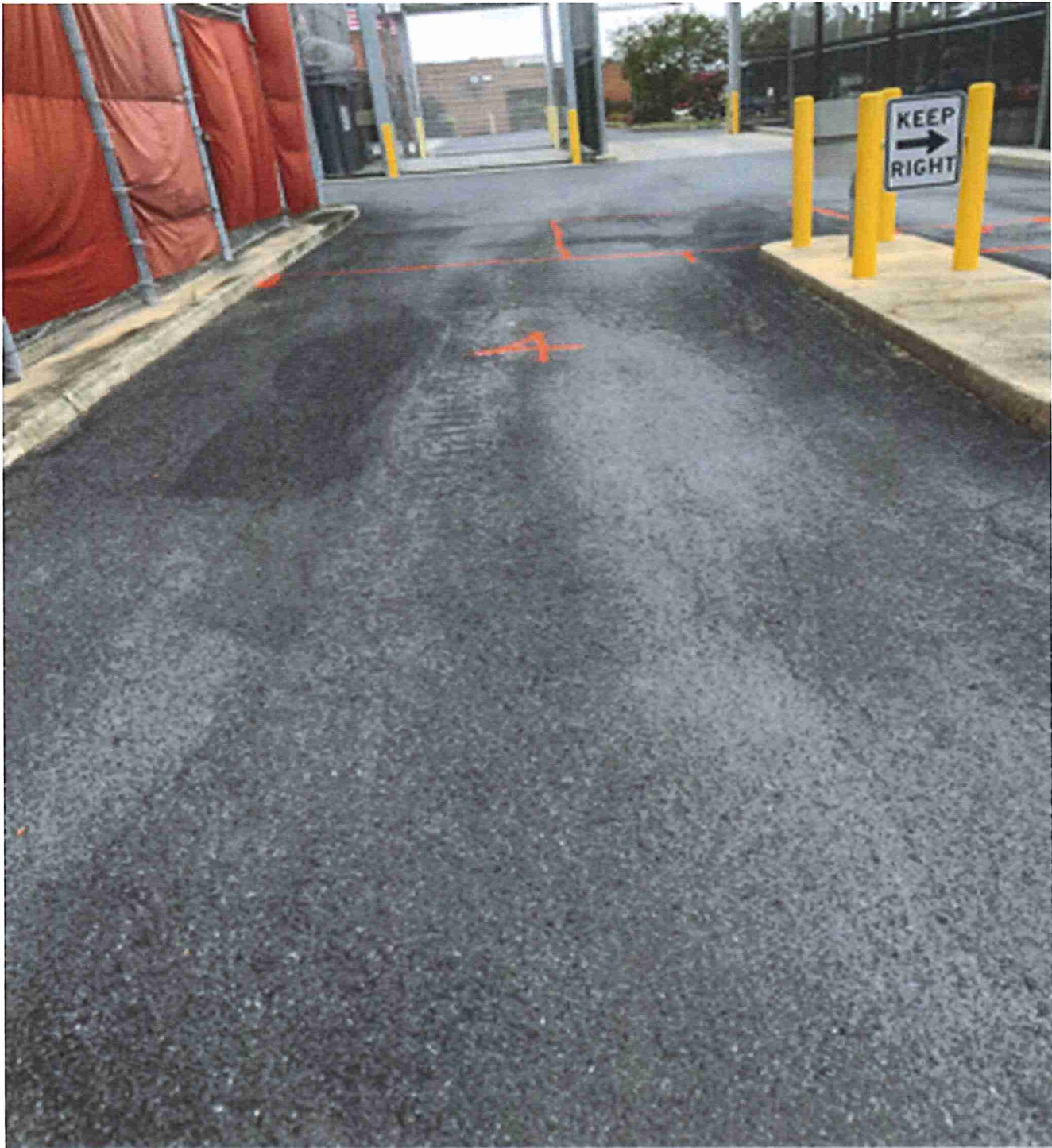








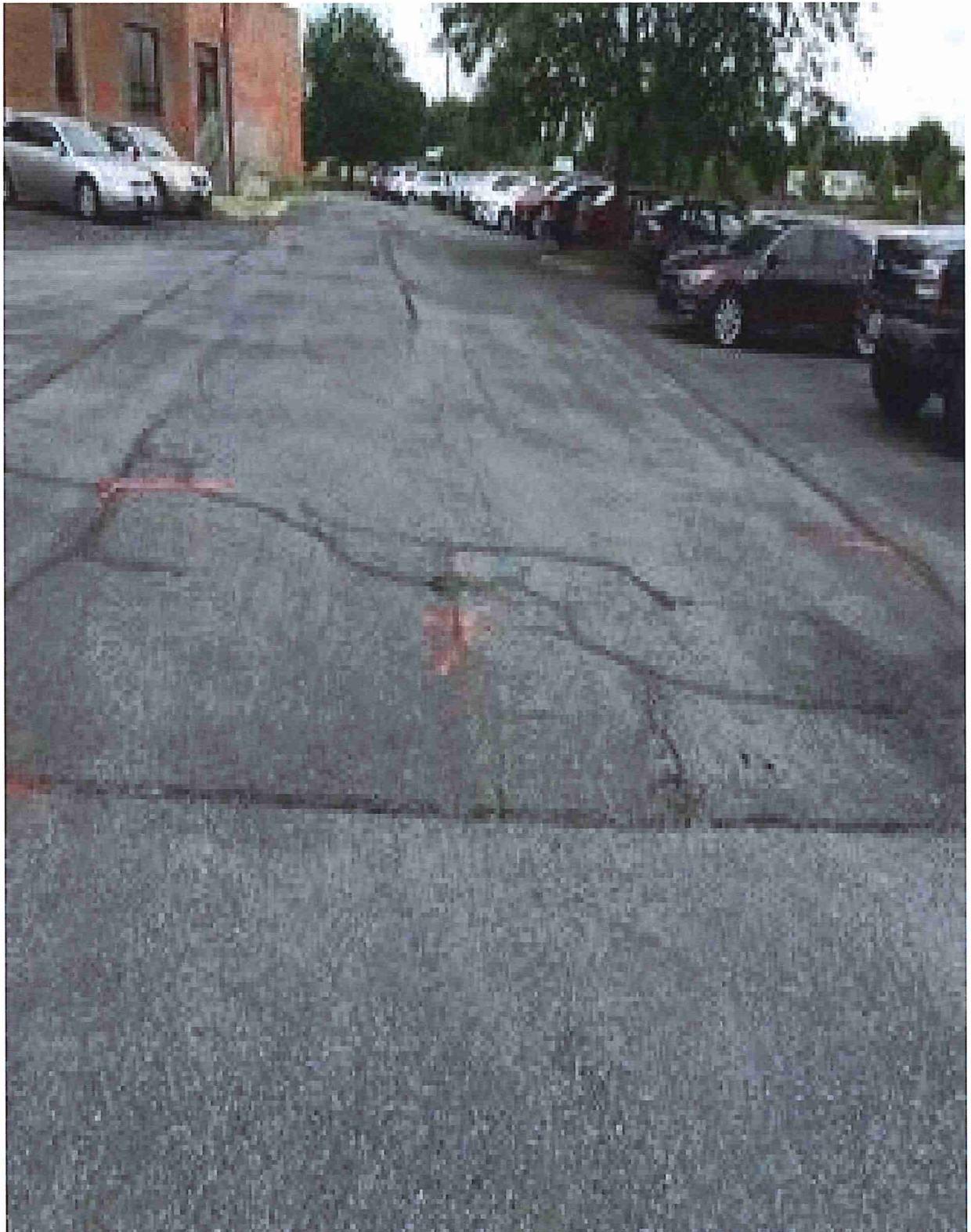
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