

N O R T H E A S T M A R Y L A N D W A S T E
D I S P O S A L A U T H O R I T Y
I n v i t a t i o n f o r B i d s (I F B)

PROJECT: Frederick County – RCC Dam Rehabilitation at the
Reichs Ford Road Landfill

AGREEMENT NO. STORMWATER MANAGEMENT SYSTEM
REPAIRS

ADVERTISEMENT DATE: July 3, 2019

BID DUE DATE / TIME: July 31, 2019, 12 PM (Local Time)

BID LOCATION:

I. SUMMARY STATEMENT

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting bids for a contractor to provide RCC Dam Rehabilitation to be made at the Reichs Ford Road Landfill (RFRLF), located at 9031 Reichs Ford Road, Frederick, MD 21704.

This IFB is for an exclusive agreement with a primary contractor, who may use pre-approved subcontractors for the Work. Water will be available on-site for project use. A suitable place to dispose of waste material will be available on-site.

The selected contractor will be required to submit daily work tickets, bills of lading, concrete mix tickets, seed tickets etc., to the Authority Representative/Engineer as the services are provided.

This IFB sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the Authority.

II. ISSUING OFFICE and AUTHORITY CONTACT INFORMATION

Northeast Maryland Waste Disposal Authority (Authority)
Tower II - Suite 402
100 S. Charles Street
Baltimore, MD 21201-2705
410.333.2730

All contacts relative to this solicitation, including requests for information as well as questions concerning these instructions, shall be directed to the Authority by email (procurement@nmwda.org) or fax (410-333-2721), with the Subject heading “Frederick

County RFRLF RCC Dam Rehabilitation Procurement,” on or before 4:00 PM Monday, July 22, 2019.

III. BID DUE DATE

The Bids must be received at the Authority offices located at Tower II - Suite 402, 100 S. Charles Street Baltimore, MD 21201-2705 on or before 12:00 PM (local time) on July 31, 2019. Bids will be opened at 12:15 PM (local time) on the same day at the above address.

Contractors are responsible for assuring that their bids are delivered to the specified location before the deadline for receipt of bids, including those delivered by U.S. Postal Service.

Oral, mailgram or E-mail bids **will not be accepted.**

Bids, requests for withdrawals, and modifications not received by the time and at the location indicated will be deemed late and will not be considered.

PRE-BID MEETING

A non-mandatory pre-bid meeting will take place at the RFRLF on Monday, July 15, 2019 at 11 AM (local time). A brief site tour will follow. Proper Personal Protection Equipment (“PPE”) will be required to participate on the site tour (closed toe shoes, long pants and long-sleeve tops). Please RSVP to procurement@nmwda.org or to 410.333.2730 no later than 4 PM on Friday, July 12, 2019.

IV. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Authority may, however, request Contractors to extend the time during which it may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the term of the agreement.

If work cannot be completed by October 31, 2019, the Contractor shall not start work until August 15, 2020. In such event, the pricing for labor and materials, except for the concrete in this effort, will be adjusted by the following means:

Adjustments shall be made using the Bureau of Labor Statistics Consumer Price Index (CPI) for all Urban Consumers for Baltimore-Columbia-Towson, MD - All Items (1982-84=100). The July 1, 2020 adjustment shall compare the most recently reported CPI as of September 1, 2019 (the July 2019 reference month) to the most recent CPI reported on July 1st of 2020 (April reference month). Maximum change will be 4%. If the CPI decreases there will be no change in the bid pricing.

July 1, 2020 Inflation Adjustor:

CPI for July 1, 2020 (reference month April 2020): assume 257.352

CPI for September 1, 2019 (reference month July 2019): 252.185 (CPI used from previous year)

Index Point Change: $257.352 - 252.185 = 5.167$

Inflation Adjustor: $(5.167 / 252.185) + 1 = 1.02$ (rounded to second decimal place)

The pricing for concrete will be rebid by the Contractor, no earlier than 45 days prior to the planned start of work in 2020, with a copy of the bids submitted to the Authority Representative and Engineer and copies of all required permits.

V. PROCUREMENT METHOD

The Authority is soliciting bids in accordance with the requirements and allowances set forth in the Code of Maryland Regulations, Section 14.13.01.

TERMS and CONDITIONS

- A. Termination for Non-appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of the agreement.
- C. Disputes. The Authority and the Contractor shall in good faith attempt to resolve any dispute or matter in controversy under the agreement. All disputes under the agreement, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in Frederick County, Maryland and in accordance with the laws of the State of Maryland. Pending resolution of a dispute, the Contractor shall continue to perform the agreement, as directed by the Authority.
- D. Changes. The agreement may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the agreement (including the agreement price).
- E. Termination for Default. If the Contractor does not fulfill obligations under the agreement or violates any provision of the agreement, and such default is not cured as set forth herein, the Authority may terminate the agreement by giving the Contractor written notice of termination. If an event of default is not cured by the Contractor within five business days of notice from the Authority, the Authority may terminate the agreement for cause. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority to damages incurred as a result of a breach of the agreement by the Contractor, including the cost to make alternative arrangements to obtain performance of the RFRLF RCC Dam Rehabilitation services should the Contractor fail to provide the services in accord with the agreement. The Authority may terminate the agreement without incurring any liability to the Contractor, upon the occurrence of any of the following conditions: (i) an event of default by the Contractor; (ii) the Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or

payment to be made under the agreement; and (iii) the Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of the agreement. In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance by the Authority of any obligation under the agreement, is the Authority liable or obligated in any manner to pay special, consequential or indirect damages, or any other amount except as specifically provided in the agreement.

- F. Nondiscrimination. The Contractor shall comply with all applicable laws, including the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the Authority or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. Notwithstanding any other provision of the agreement to the contrary and subject to State law, the Authority may terminate the agreement and its obligations to the Contractor under the agreement at any time by giving the Contractor ninety (90) days' notice of such termination. The Contractor will be entitled to payment by the Authority of reasonable, documented, previously unbilled expenses incurred as a direct result of the termination for convenience. In no event will the Contractor be entitled to any unearned fees or anticipatory profits.

VI. DEFINITIONS

“Authority” means Northeast Maryland Waste Disposal Authority, and its successors and permitted assigns.

“Authority Representative” means the Authority’s Executive Director, or any other person designated by the Authority’s Executive Director as the Authority Representative hereunder.

“Contractor” means <XXXX> (hereafter XXXX) for the Work, and their individual permitted successors and assigns.

“County” means Frederick County, Maryland, and its successors and permitted assigns.

“County Representative” means the Department Head of the Frederick County Department of Solid Waste Management, or any other person designated by the Department Head hereunder.

“Engineer” means the Authority’s engineer, Geosyntec Consultants, who will act as the

construction manager/ inspector for the Work.

“RFRLF RCC Dam Rehabilitation” means the designed repairs, improvements and upgrades as set forth in the approved plan set, attached hereto as Attachment No. 2 and incorporated herein.

“Work” means the implementation of the RFRLF Stormwater Management System Repairs.

“Work Plan” means the Contractor’s written plan for the prosecution of the Work, including the identification of permits and approvals that are needed, a general outline of the schedule and a detailed CPM (Critical Path Method) of the Work. The schedule must identify when Authority approval is required.

VII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:

The Contractor shall work between the hours of 7am and 5pm, Monday through Friday. If needed, the Contractor may request an extension of such operating hours to the contract manager/designee. Such request for extension of operating hours will be approved if warranted. No RFRLF RCC Dam Rehabilitation shall be permitted on weekends, or County Administered Holidays.

Contractor is responsible for its own safety and the safety of others. Contractor shall adhere to all MOSH or OSHA requirements. All PPE required by regulation shall be utilized. A draft Site Specific Health and Safety plan shall be submitted to the Authority with the bid.

Materials shall be suitable for application and shall be approved on the qualified list for Maryland.

RFRLF RCC DAM REHABILITATION

RFRLF RCC Dam Rehabilitation shall be done in a professional manner and in compliance with the approved plans and all applicable laws, ordinances and permits. Detailed information pertaining to the RFRLF RCC Dam Rehabilitation is set forth in the attached plan set (Attachment No. 2). In general the Work will be comprised of the following:

1. Mobilization/Demobilization
2. Project Surveying
3. Working Pad
4. Site Preparation / Restoration
5. RCC Dam Face Preparation
6. RCC Dam Shotcrete Cover - As-Shot Gun Finish
7. Rebar Anchor Installation
8. Toe Drain

Work under the agreement will begin no later than five days after the issuance of the written “Notice to Proceed” from the Authority.

All operations described in these specifications shall be conducted by the Contractor's personnel and shall be at the Contractor's sole expense.

- The Contractor shall provide its own equipment, labor, fuel, and any other materials necessary to complete the required Work.
- The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees.
- The Contractor shall have a competent and experienced supervisor/foreman on duty at all times when Work is being performed under the agreement.
- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the agreement without the prior written consent of the Authority, unless those subcontractors are identified in the accepted bid.
- All equipment and personnel shall move in the same direction as traffic at all times during all cleaning operations, unless otherwise directed by Authority Representative.

DEBRIS DISPOSAL

- The final disposal of debris collected during all operations shall be disposed of at locations as approved, in writing, by the Authority Representative. No disposal on private property will be permitted.
- The Contractor shall comply with all applicable State and Local laws and ordinances related to the hauling and handling of such material, if required.

WATER

- Water for equipment shall be made available at the RFRLF.

EQUIPMENT

The equipment used for the Work shall be of sufficient type, capacity and quantity to safely and efficiently perform the Work as specified.

Minimum equipment for the agreement shall include the following:

- All equipment (including support equipment) shall be equipped with two-way radio communication designed for commercial use. CB radios are unacceptable.
- All vehicles used by the Contractor shall be performance worthy by visual and operational inspection.

The Authority will have the option of performing a complete inspection of all vehicles at any time throughout the term of the agreement. In the event that any vehicle, when inspected, and in the sole determination of the Authority, fails to meet standards that the Authority determines are necessary to complete the agreement or to operate safely, the Authority may require such vehicle to be brought to standard before being placed back in service.

LOCATION OF WORK

Frederick County
Department of Utilities and Solid Waste Management
9031 Reichs Ford Road
Frederick, MD 21704

WORK SCHEDULING

The Contractor shall begin the Work no later than five days after the Authority issues the Notice to Proceed, unless otherwise agreed to in writing. The Contractor shall leave the names and telephone numbers of two individuals who may be contacted at any time by the Authority, Authority Representative or Engineer.

After the Work has started, it shall be prosecuted continuously on all acceptable working days without stoppage until the entire task, as directed by the Authority Representative, is complete. The Authority reserves the right to stop Work at any time and the Authority Representative will make the final determination as to whether the Work is satisfactory.

SEQUENCE OF WORK SCHEDULES

The Work shall not proceed without written approval by the Authority indicating the acceptance of the Contractor's Work Plan.

INSPECTION OF WORK

The Engineer will monitor the Contractor's work performance on a daily basis. All work must be performed to the highest professional and industry standards and pursuant to the approved plan set and all permits related to the Work. The Contractor is not relieved of its obligation to comply with the terms of the agreement, or for defective work, by (i) approval of any drawing, submittal, or other document prepared by the Contractor, (ii) the activity, responsibility or administration of the agreement by Authority personnel, or (iii) inspections or approvals required or performed by persons other than the Contractor.

Any deficiency in the Contractor's performance shall be reported to the Contractor within 1 day following reported completion of work, and such deficiencies shall be corrected by the Contractor no later than one calendar week following receipt of such notice.

The Engineer shall maintain a daily log of completed work and will verify completion of the Contractor's Work.

In no event will the Contractor be allowed additional compensation by the Authority following rehabilitation or reconstruction related to identified Work deficiencies.

NOTICE TO CONTRACTORS

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the agreement documents shall be requested, in writing, and delivered before 4 p.m. on, July 22, 2019. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective

bidders. The Authority will not respond to telephone requests for information concerning this IFB that would materially affect the bid.

Written requests for information or questions shall be addressed to:

Northeast Maryland Waste Disposal Authority (Authority)
Tower II - Suite 402
100 S. Charles Street
Baltimore, MD 21201-2705
Phone (410) 333.2730 Fax (410) 333-2721
E-mail: procurement@nmwda.org

Each request for information or questions shall include the Agreement Number as set forth on page 1 of this IFB and the name and address of the originator.

VIII. CONTRACTOR QUALIFICATIONS:

Contractor shall have a minimum of 5 years' of Maryland-based experience in projects similar in nature to the Work. Contractors submitting bids certify to the Authority and Authority Representative that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the agreement at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the date of "Notice to Proceed." **The following items must be submitted with the Bid:**

- Contractor shall be eligible to conduct business in the State of Maryland, and shall provide a certificate of good standing with the State Department of Assessments and Taxation.
- Contractor shall submit copies of MBE/WBE or MFD certifications currently held in the state of Maryland, including those for proposed subcontractors.
- Contractor shall submit three (3) references, with a project title. The project description of no more than 1-page should be accompanied with the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided similar services within the preceding 24 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid.
- Contractor shall submit evidence of the ability to obtain Liability and Worker's Compensation insurances as detailed in section XII below.
- Contractor shall submit evidence of the ability to obtain a performance bond in the amount of \$100,000 from a qualified financial institution. The performance bond will be required prior to contract execution. A Letter of Credit, for the same amount, may be substituted for the performance bond.

IX. CONTRACT REQUIREMENTS:

- Contractor Shall Furnish all labor, supervision, materials, miscellaneous supplies, tools, rental equipment, safety items, transportation, and generally accepted items necessary to perform the work.
- All work shall conform to Federal, State, county and local codes, rules and regulations.
- Contractor must meet all Federal EPA, OSHA, and MDE guidelines in the performance of work and proper handling and disposal of waste and or contaminated materials. The

Recycled Paper

Authority and Frederick County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet when received.

- The Contractor shall guarantee all work included in the "Agreement" against any defects in workmanship for a period of 365 days after the Term of the agreement; and shall satisfactorily correct, at no cost to the Authority or the County, any such defect. Such defect shall be corrected by the Contractor within one calendar week.
- All seeding work will be deemed incomplete until such time as evidence of growth is evident on the affected area as described on the enclosed plans, if required.
- No sub-contractors shall be permitted to work under this contract without the prior written consent of the Authority. Sub-contractors identified in the Contractor's bid will be deemed accepted unless otherwise noted in writing.

Unsatisfactory Work:

- In the event the work performance of the Contractor is unsatisfactory; the Contractor will be notified by the Authority Representative and/or the Authority within one-day of reported completion and be given one calendar week to correct the work. There will be no cost to the Authority for re-works.

X. PAYMENT:

Payment shall be made within net 30 days upon receipt of invoice.

The Contractor shall provide the Authority with an original statement or invoice for all amounts payable hereunder by the ninth (9th) day of the calendar month immediately succeeding the calendar month for which such amounts are payable. The statement or invoice shall be in a form acceptable to the Authority. Amounts invoiced are due 30 days after receipt of the invoice by the Authority. Each invoice shall set forth the amount of the service fee and any other charges payable to the Contractor for the applicable period, together with supporting documentation sufficient to allow the Authority to verify the Contractor's calculations. All invoices must clearly describe the details of the services being paid including the date the goods or services were rendered, the date of the invoice and a unique invoice number. Each invoice must include the Contractor's name, remittance address and federal taxpayer identification number or, if owned by an individual, his/her social security number. An original invoice must be submitted to the Authority at the following address:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Tel. (410) 333-2730, Fax (410) 333-2721
Email: authority@nmwda.org

If the Authority disputes any amount owed under the agreement, the disputed portion of the invoice will not be paid until resolution of the dispute. Pending resolution of any dispute, Contractor must continue to perform its obligations under the agreement.

Basis of Award:

The award will be based upon the lowest Total Bid amount and be awarded to the lowest responsive and responsible bidder for the services required.

XI. LIABILITY AND INSURANCE REQUIREMENTS:

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Authority with proof of liability insurance and coverage before the contract is awarded as follows:

A. The Contractor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the Authority and the City.

1. Comprehensive General Liability

Broad Form, combined single limit of one million dollars and no cents (\$1,000,000.00).

2. Worker's Compensation/Employee Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).

B. Said certificate shall verify that the Authority and the County have been named as additional insureds to the Contractor's above policies, that the insurer, at its own expense, will indemnify and defend all parties insured, and that coverage is extended to cover all contractual obligations of the Contractor contained in this contract. More specifically, Contractor shall indemnify, defend and hold harmless the Authority and the County, and their respective directors, officers, members, agents and employees from and against any and all liabilities, claims, suits, actions, losses, obligations, and expenses arising out of or relating to Contractor's breach of the agreement, and/or Contractor's negligence or willful misconduct.

C. Should the Contractor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor to provide insurance as described above.

If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the Authority may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor.

- D. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to “contract award.”

XII. BID CONTENT:

The bidder shall submit an original Agreement Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form, and the items listed in Section VIII.

Bid submissions must be:

- Submitted in a sealed envelope marked "RFRLF RCC DAM REHABILITATION SEALED BID."
- Addressed to:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Tel. (410) 333-2730, Fax (410) 333-2721
E-mail: procurement@nmwda.org

- Clearly marked with the full name and address of the bidder.
- Clearly marked with the contents of the envelope (i.e., "**Bid Submission - Agreement No. RFRLF RCC DAM REHABILITATION**").

XIII. OPENING of BIDS:

Bids will be opened publicly at the Authority offices in accordance with the provisions in COMAR 14.13.01.09 on the date and time specified in Section III of this IFB.

XIV. TERM OF THE AGREEMENT/PROJECT:

The term of the contract begins upon acceptance of the bid by the Authority and ends the earlier to occur of 52 weeks from the date of the Notice to Proceed issuance or October 31, 2020.

XV. ATTACHMENTS:

Agreement Bid Form - Attachment No. I (required with bid submittal)
Approved Plan Set – Attachment No. 2 (not required with bid submittal)

ATTACHMENT I - BID FORM - PAGE 1 of 2
INVITATION FOR BID RFRLF RCC DAM REHABILITATION

This form is to be completed in its entirety and unaltered.

NOTES:

Carry all amounts to 2 decimal places.

The Authority is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

**ATTACHMENT I – BID FORM – PAGE 2 of 2
INVITATION FOR BID RFRLF RCC DAM REHABILITATION**

This form must be completed in its entirety and unaltered.

REFERENCES: Give names and locations of three (3) places at which your organization has provided similar services in the preceding 24 months with the date work first commenced. Provide contact names and phone numbers.

ORGANIZATION NAME & ADDRESS	Reference Project	START DATE	CONTACT	PHONE #
1.				
2.				
3.				

For the Contractor:

_____ Company Name & Address

_____ City _____ State _____ Zip

Phone: _____ Fax: _____ Email _____

Representing the above Company

_____ SIGNATURE

_____ Print Name & Title

SOCIAL SECURITY NO. OR
FEDERAL TAX ID NO.

DATE:

ATTACHMENT I – BID FORM – PAGE 3 of 3
BID SCHEDULE
REICHS FORD ROAD LANDFILL - RCC DAM REHABILITATION
FREDERICK, FREDERICK COUNTY, MARYLAND

Item No.	Description	Units	Estimated Quantity	Unit Price	Extended Price
Reichs Ford Road Landfill - RCC Dam Rehabilitation					
1	Mobilization/Demobilization	LS	1		
2	Project Surveying	LS	1		
3	Working Pad	LS	1		
4	Site Preparation / Restoration	LS	1		
5	RCC Dam Face Preparation	SF	8,600		
6	RCC Dam Shotcrete Cover - As-Shot Gun Finish	SF	8,600		
7	Rebar Anchor Installation	EA	125		
8	Toe Drain	LF	325		

TOTAL: \$

Alternate Bid Items					
A1	Install New Chain Link Fence Fabric	LF	360		
A2	Install New Stormwater Piping	LS	1		
A3	RCC Dam Shotcrete Cover - Knife Finish	SF	8,600		
A4	RCC Dam Shotcrete Cover - Trowel Finish	SF	8,600		

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Section describes the methods for Measurement and Payment for the Work of this Contract.
- B. As noted below, Measurement and Payment of Work will be made, and payment for Work will be taken to be included in, and covered by, the Contract unit prices and lump sum payment methods for the various bid items listed in CONTRACTOR's Bid Schedule.
- C. CONTRACTOR shall provide necessary transportation, tools, equipment, labor, materials (where identified), Construction Quality Control testing, and survey personnel as required.
- D. Alternate Work Items shall be performed by the CONTRACTOR at the direction of the OWNER as determined at the time of Contract award. Pricing shall be submitted for each Alternate Item in order for the Bid to be considered responsive.

1.02 ENGINEER'S ESTIMATE OF QUANTITIES

- A. Bid items and estimated quantities are identified in CONTRACTOR's Bid Schedule of the Contract Documents. The estimated quantities for unit price pay items are approximate only and are included solely for the purpose of comparison of Bids. OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond with the estimated quantities.

1.03 PAYMENT FOR STORED MATERIAL

- A. Where identified under Part 1.04 (Bid Items) below, CONTRACTOR may request payment for stored materials provided CONTRACTOR delivers and stores the material on-site. Storage shall conform to applicable Specifications and Manufacturer recommendations.
- B. Payment shall be based on submittal of supplier invoices for stored materials. No mark-up of supplier invoices shall be allowed.

- C. No more than 50 percent of the total Bid Price may be paid for stored materials. The remaining Bid Price shall be paid upon completion and acceptance of the Work pursuant to the Drawings.
- D. CONTRACTOR is responsible for protection of stored materials. Any materials that are lost or damaged during storage shall be replaced by CONTRACTOR at no cost to OWNER.

1.04 BID ITEMS

- A. Bid Item Number 1: Mobilization/Demobilization
 - 1. Measurement for payment will not be made for this item.
 - 2. Payment of the lump sum listed in the Bid Form for this Bid Item will be prorated as follows for work covered by each payment request submitted by the CONTRACTOR: 50% for the first invoice and 30% per month thereafter to a maximum of 80% of the item total. The remaining 20% shall be held and payable with CONTRACTOR's final payment.
 - 3. The lump sum price shall include and cover the furnishing of all materials, labor, tools, and equipment necessary for CONTRACTOR to mobilize the necessary operations to the project site, including: the initial movement of personnel and equipment to the project site; application, fee payment, and acquisition for all necessary permits; the establishment and preparation, as needed, of CONTRACTOR's shops, plants, storage areas, laydown areas, field office, temporary water, electrical, telephone, sanitary and other temporary facilities; and all office overhead and administrative expenses required for the Work included in this Contract.
 - 4. The lump sum price shall include, but not be limited to:
 - a. preparation of a Site-Specific Health and Safety Plan;
 - b. preparing and maintaining all project safety and other records required by this Contract;
 - c. preparation of a Dam Face Preparation Work Plan as detailed in the drawings;
 - d. preparation of a Shotcrete Application Work Plan and submittal package as detailed in the drawings;
 - e. the cost of CONTRACTOR's insurance requirements for the duration of the Work; and
 - f. the cost of furnishing and maintaining performance and payment bonds as required in the Project Specifications for the duration of the Work.
 - 5. The lump sum price shall include and cover demobilizing all materials, labor, tools, and personnel and equipment from the project site; dismantling of CONTRACTOR's shops, plants, storage areas, field office, temporary water, electrical, telephone, sanitary, and all other activities required for the project closeout.
 - 6. Mobilization/Demobilization may not be more than 20% of the total bid price.

B. Bid Item Number 2: Project Surveying

1. Measurement for payment will not be made for this item.
2. Payment of the lump sum price listed in the Bid Form for this Bid Item will be prorated based on the actual work accomplished by the Surveyor for work covered by each payment request submitted by CONTRACTOR. CONTRACTOR shall submit proof of survey work performed through survey work products.
3. The lump sum price shall include and cover the furnishing of all labor, materials, tools, supervision, transportation, and equipment necessary to perform surveying work as specified in the drawings for all portions of the project including establishing and maintaining survey control points, providing survey control during construction, providing required working drawings, and providing survey support for payment applications. Work includes, but is not limited to:
 - a. pre-construction survey of dam surface, including existing stormwater piping;
 - b. survey of the dam surface and toe following removal of deteriorated RCC material;
 - c. survey of the toe-drain pipe; and
 - d. survey of the completed dam surface.
 - e.

C. Bid Item Number 3: Working Pad

1. Measurement for payment will not be made for this item.
2. Payment of the lump sum price listed in the Bid Form for this Bid Item will be prorated based on the contract schedule as agreed to between OWNER and CONTRACTOR.
3. The lump sum price shall include and cover the furnishing of all labor, materials, tools, supervision, transportation, and equipment necessary to construct and maintain the working pad as shown on the Drawings.
4. The lump sum price also includes materials supply and delivery to the site, proper protection, and storage until placement.
5. No payment will be made for stored materials.

D. Bid Item Number 4: Site Preparation / Restoration

1. Measurement for payment will not be made for this item.
2. Payment of the lump sum price listed in the Bid Form for this Bid Item will be prorated based on actual work as accomplished for work covered by each Application for Payment.
3. The lump sum bid price shall include all labor, tools, equipment, supervision, and materials necessary to prepare the site for rehabilitation of the downstream face of the dam. Work includes, but is not limited to:
 - a. E&S Controls as shown on the Drawings;
 - b. Removal and reinstallation of the chain link fence fabric on the downstream crest of the dam;

- c. Removal and reinstallation of the existing stormwater piping and appurtenant fixtures from the face of the dam; and
 - d. Installation and maintenance of a temporary stormwater pump around for the duration of the project or until the existing stormwater piping has been reinstalled.
 4. No payment will be made for stored materials.
- E. Bid Item Number 5: RCC Dam Face Preparation
 1. Measurement for payment will be made on an in-place, square foot basis.
 2. Payment of the unit price listed in the Bid Schedule for this Bid Item will be based on the as-built area as listed in the Bid Schedule and shall be measured based on the surface area of the dam prepared for shotcrete installation.
 3. The per square foot bid price shall include all labor, tools, equipment, supervision, and materials necessary to prepare the face of the dam for shotcrete installation by removing loose and unsuitable material from the downstream face of the dam in accordance with the drawing specifications. Work includes, but not be limited to:
 - a. performing a demonstration of the face preparation activities;
 - b. dust control during dam face preparation; and
 - c. management and stockpiling of material removed from the face of the dam.
 4. No payment will be made for stored materials.
- F. Bid Item Number 6: RCC Dam Shotcrete Cover – As-Shot Gun Finish
 1. Measurement for payment will be made on a per square foot basis.
 2. Payment of the unit price listed in the Bid Form for this Bid Item will be based on the as-built area of actual work accomplished as listed in the Bid Schedule.
 3. The per square foot bid price shall include all labor, tools, equipment, supervision, materials, and testing necessary to install the dam shotcrete cover as shown on the Drawings. Work includes, but is not limited to:
 - a. installation of geocomposite strip drains;
 - b. installation of welded wire fabric reinforcement;
 - c. placement of shotcrete cover;
 - d. finishing of the shotcrete cover; and
 - e. application of crack sealant at the top of the dam.
 4. Payment shall not be made for waste, overlap, or repairs.
 5. Payment may be requested for stored materials.
- G. Bid Item Number 7: Rebar Anchor Installation
 1. Measurement for payment will be made on a unit rate basis for each rebar anchor installed.
 2. Payment will be made at the unit rate listed in the Bid Schedule for this Bid Item.
 3. The unit rate bid price shall include all labor, tools, equipment, supervision, and materials necessary to install the rebar anchors as shown on the Drawings. Work includes, but is not limited to:

- a. drilling the holes for the rebar anchors;
 - b. cleaning the debris from the drilled holes;
 - c. placement of epoxy adhesive within the holes; and
 - d. installation of rebar anchors.
4. No payment will be made until after the rebar anchors are installed pursuant to the locations required in the Drawings. No payment will be made for stored materials.

H. Bid Item Number 8: Toe Drain

1. Measurement for payment will be made on a per linear foot basis and will be measured from the end of pipe.
2. Payment of the unit price listed in the Bid Form for this Bid Item will be based on the as-built length of actual work accomplished.
3. The per linear foot price shall include all labor, materials, tools, supervision, transportation, and equipment necessary to install the toe drain as shown on the Drawings. Work includes, but is not limited to:
 - a. excavation;
 - b. geotextile separator;
 - c. coarse aggregate;
 - d. drain pipe; and
 - e. common fill.
4. Payment will be made after the piping is completed and accepted pursuant to the Drawings. No payment will be made for replacement of materials damaged during installation or during storage on site. No payment will be made for stored materials.

1.05 ALTERNATE BID ITEMS

A. Bid Item Number A1: Install New Chain Link Fence Fabric

1. Measurement for payment will be made on a per linear foot basis.
2. Payment of the unit price listed in the Bid Form for this Bid Item will be based on the as-built length of actual work accomplished as listed in the Bid Schedule.
3. The per linear foot price shall include all labor, materials, tools, supervision, transportation, and equipment necessary to install new chain link fence fabric at the OWNER's request.
4. Payment will be made after the fabric is completed and accepted pursuant to the Drawings. No payment will be made for replacement of materials damaged during installation or during storage on site. No payment will be made for stored materials.

B. Bid Item Number A2: Install New Stormwater Piping

1. Measurement for payment will not be made for this item.
2. Payment of the lump sum price listed in the Bid Form for this Bid Item will be prorated based on actual work as accomplished for work covered by each Application for Payment.

3. The lump sum price shall include all labor, materials, tools, supervision, transportation, and equipment necessary to install new stormwater piping at the OWNER's request.
 4. Payment will be made after the stormwater piping is completed and accepted pursuant to the Drawings. No payment will be made for replacement of materials damaged during installation or during storage on site. No payment will be made for stored materials.
- C. Bid Item Number A3: RCC Dam Shotcrete Cover – Knife Finish
1. Measurement for payment will be made on a per square foot basis.
 2. Payment of the unit price listed in the Bid Form for this Bid Item will be based on the as-built area of actual work accomplished as listed in the Bid Schedule.
 3. The per square foot bid price shall include all labor, tools, equipment, supervision, materials, and testing necessary to install the dam shotcrete cover as shown on the Drawings. Work includes, but is not limited to:
 - a. installation of geocomposite strip drains;
 - b. installation of welded wire fabric reinforcement;
 - c. placement of shotcrete cover;
 - d. finishing of the shotcrete cover; and
 - e. application of crack sealant at the top of the dam.
 4. Payment shall not be made for waste, overlap, or repairs.
 5. Payment may be requested for stored materials.
- D. Bid Item Number A4: RCC Dam Shotcrete Cover – Trowel Finish
1. Measurement for payment will be made on a per square foot basis.
 2. Payment of the unit price listed in the Bid Form for this Bid Item will be based on the as-built area of actual work accomplished as listed in the Bid Schedule.
 3. The per square foot bid price shall include all labor, tools, equipment, supervision, materials, and testing necessary to install the dam shotcrete cover as shown on the Drawings. Work includes, but is not limited to:
 - a. installation of geocomposite strip drains;
 - b. installation of welded wire fabric reinforcement;
 - c. placement of shotcrete cover;
 - d. finishing of the shotcrete cover; and
 - e. application of crack sealant at the top of the dam.
 4. Payment shall not be made for waste, overlap, or repairs.
 5. Payment may be requested for stored materials.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.01 APPLICATION FOR PAYMENT FORM

- A. CONTRACTOR shall use the Application for Payment Form provided in this Specification Section or ENGINEER approved equivalent.

3.02 SUPPORT DOCUMENTATION FOR APPLICATIONS FOR PAYMENT

- A. CONTRACTOR is responsible to obtain and submit all support documentation (surveyed quantities, bills of lading, subcontractor invoices, etc.) required for verification of pay applications. ENGINEER shall verify payment quantities based on the information provided.
- B. Should ENGINEER determine that insufficient data has been submitted to accurately verify a pay application, ENGINEER shall notify CONTRACTOR of deficiencies. CONTRACTOR shall address identified deficiencies prior to further review and payment processing of the item(s) in question on the pay application.
- C. If data provided by CONTRACTOR is not sufficient to determine actual pay quantity and the status of Work prevents additional data from being obtained, ENGINEER shall attempt to reasonably estimate the pay quantity based upon available information. ENGINEER's estimate shall be final.

**APPLICATION FOR PAYMENT
REICHS FORD ROAD LANDFILL
RCC DAM REHABILITATION**

CONTRACTOR: _____ CONTRACT DESCRIPTION:

Agreement by and between

and the Northeast Maryland Waste Disposal Authority
as thereafter amended or changed pursuant to the terms
and conditions of such Agreement (herein referred to as
the "Agreement") for the satisfactory performance of
all necessary and/or related Work to properly complete
construction of the project at the Site.

OWNER: Frederick County Department of
Solid Waste Management

PROJECT: Reichs Ford Road Landfill – RCC Dam Rehabilitation
Contract Number _____

PERIOD: From: _____ To: _____

AGREEMENT PRICE SUMMARY:

ORIGINAL AGREEMENT PRICE	\$ _____
Net change by Change Orders	\$ _____
REVISED AGREEMENT PRICE	\$ _____

PAYMENT CALCULATION:

TOTAL COMPENSATION FOR WORK COMPLETED TO DATE (completed work is detailed in this application)	\$ _____
LESS: RETAINAGE (10 %)	\$ (_____)
TOTAL COMPENSATION AMOUNT	\$ _____
LESS: Amounts previously paid by OWNER	\$ (_____)
LESS: Previous approved Payment Applications which have not yet been paid by OWNER (_____)	\$ _____
LESS: Disputed amounts	\$ (_____)
CURRENT PAYMENT APPLICATION AMOUNT	\$ _____

Supplemental Information:

SUBCONTRACTOR'S VALUE OF WORK

Total Value of All Subcontractor's Work Completed to Date	\$ _____
Total Value of All Subcontractor's Work for this Payment Application	\$ _____

CERTIFICATION:

Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor to its subcontractors, materialmen, and suppliers for Work for which previous Applications for Payment were submitted by Contractor, and that all information provided in this Application for Payment is true and correct.

CONTRACTOR:

By: _____ STATE OF _____)

Printed Name: _____ COUNTY OF _____)

Title: _____

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public:
My commission expires:

**APPLICATION FOR PAYMENT
 ITEMIZED PAYMENT SUMMARY**

Bid Items

Item No.	Description	Units	Unit Price (\$)	Completed This Period	\$ Requested This Period	Completed To Date	\$ Completed to Date
1	Mobilization / Demobilization	LS					
2	Project Surveying	LS					
3	Working Pad	LS					
4	Site Preparation / Restoration	LS					
5	RCC Dam Face Preparation	SF					
6	RCC Dam Shotcrete Cover – As-Shot Gun Finish	SF					
7	Rebar Anchor Installation	EA					
8	Toe Drain	LF					

Alternative Bid Items

Item No.	Description	Units	Unit Price (\$)	Completed This Period	\$ Requested This Period	Completed To Date	\$ Completed to Date
A1	Install New Chain Link Fence Fabric	LF					
A2	Install New Stormwater Piping	LS					
A3	RCC Dam Shotcrete Cover – Knife Finish	SF					
A4	RCC Dam Shotcrete Cover – Trowel Finish	SF					

END OF SECTION