

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION



STATE-FUNDED CONSTRUCTION CONTRACT

Invitation for Bids (IFB)

**Owings Mills Metro Park and Ride
Rehabilitation**

IFB NO. T-1994-0250

DATE: 11/15/2023

NOTICE:

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA.

**Minority Business Enterprises are encouraged to
respond to this solicitation~**

Owings Mills Metro Park and Ride Rehabilitation

CONTRACT NO. T-1994-0250

TABLE OF CONTENTS

NOTICE TO CONTRACTORS	4
INSTRUCTIONS TO BIDDERS.....	11
VENDOR COMMENTS	12
NON-DISCLOSURE AGREEMENT	13
CONTRACTORS QUESTIONNAIRE.....	15
LIABILITY INSURANCE REQUIREMENTS.....	21
BID FORM	30
BID/PROPOSAL AFFIDAVIT	40
BID BOND.....	45
CERTIFICATION REGARDING LOBBYING.....	47
INVESTMENT ACTIVITIES IN IRAN ACT	48
CERTIFICATION REGARDING INVESTMENTS IN IRAN.....	49
LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE	50
MERCURY AFFIDAVIT.....	51
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....	52
PAYMENT OF EMPLOYEE HEALTH CARE EXPENSES CERTIFICATION.....	53
PAYMENT OF EMPLOYEE HEALTH CARE EXPENSES	54
BUY AMERICA CERTIFICATE.....	55
CORPORATE DIVERSITY ADDENDUM	57
<u>ATTACHMENTS</u>	
MDOT MBE FORM A	1
MDOT MBE FORM B	3
MDOT MBE FORM C	9
MDOT MBE FORM D	10

MDOT MBE/DBE FORM E – ATTACHMENT 2.....13

REFERENCES:

REFERENCE ATTACHMENTS.....1

SUBCONTRACTOR UTILIZATION FORM.....2

CONTRACT AGREEMENT.....4

ATTACHMENT N. CONTRACT AFFIDAVIT.....8

ATTACHMENT I. NON-DISCLOSURE AGREEMENT (CONTRACTOR)12

I-2 NON-DISCLOSURE AGREEMENT15

I-3 NON-DISCLOSURE AGREEMENT16

SURETY BOND ASSISTANCE PROGRAM.....17

PAYMENT BOND.....18

PERFORMANCE BOND.....21

PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER24

VENDOR ELECTRONIC FUNDS TRANSFER (EFT) REGISTRATION REQUEST FORM.....25

OWNER CONTROLLED INSURANCE PROGRAM TWO (OCIP 2).....27

CONTRACT SPECIFICATION BOOK

**STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
NOTICE TO CONTRACTORS**

Owings Mills Metro Park and Ride Rehabilitation

CONTRACT NO: T-1994-0250 DATE: 11/15/2023

1. DESCRIPTION OF WORK

This contract is for the pavement and site repairs necessary to allow safe and efficient pedestrian, car and bus service at the Owings Mills Metro Park and Ride facility located on Painters Mill Road east of I-795, in Owings Mills, Baltimore County Maryland.

The work involves the following:

- Removal and replacement of concrete curb and gutter
- Removing wheel stops
- Adding bollards
- Full depth asphalt pavement and asphalt mill and overlay
- Full depth concrete pavement patching
- Maintenance of traffic, signing and pavement markings

See Special Provisions for details.

2. PRE-BID MEETING / SITE VISIT

Pre-bid Conference at 10:00AM. 11/29/2023. via Microsoft Teams. The call-in number is 1-667-262-2962 Conference ID # 266 638 298#. If you would like to join via Microsoft Teams, send your request to CWilliams@mdot.maryland.gov.

A site visit will be conducted at 2:00PM. on 11/29/2023. Interested vendors must RSVP by sending company name, point of contact and email address to CWilliams@mdot.maryland.gov.

3. DEADLINE FOR QUESTIONS

Questions regarding the work should be directed in writing to Christie Williams at CWilliams@mdot.maryland.gov. Questions concerning this solicitation must be received no later than 12/6/2023 at the close of the business day. No interpretations other than written shall be binding on the Administration.

4. BID DUE DATE & TIME

Bids must be submitted through the eMMA portal and marked "Bid for Contract No. T-1994-0250.", no later 2:00PM **local time**, 1/19/2024. At 2:30PM, the Bids will be publicly opened through a virtual Microsoft Teams Meeting. To be included in the online public opening, interested vendors must RSVP by sending company name, point of contact and email address to CWilliams@mdot.maryland.gov no later than 1/18/2024. Offerors may also join the public opening by phone. The call-in number is 1-667-262-2962. Conference ID # 537 098 647#.

5. ELECTRONIC VERSION OF BID DOCUMENTS

The bid documents will be available by electronic means. The Bidder acknowledges and accepts full responsibility to ensure no changes are made to the bid documents. In the event of a conflict between the version of the bid documents in the bidder's possession and the version maintained by the Procurement Officer, the version maintained by the Procurement Officer shall govern.

6. CONTRACT DRAWINGS

See Appendix A- List of Contract Drawings in the Specification Book. Offerors who wish to obtain a copy of the 100% plan drawing for this project must sign a Non-disclosure Agreement (NDA) and email the request and NDA to CWilliams@mdot.maryland.gov. The NDA is located within this solicitation document (See page 13).

7. AVAILABILITY OF DOCUMENTS

Solicitation documents may be downloaded from eMMA located at <https://procurement.maryland.gov>. Bidders will be required to register the first time specifications are downloaded and a login number will be assigned. This number should be used every time the bidder downloads the documents for this contract. Bidders must supply accurate information in order to receive notice of all subsequent addenda.

8. ADDENDA

Bidders are required to acknowledge all addenda by signing a copy of each addendum cover letter and include in their bid package.

Although the MTA endeavors to send out all addenda to this solicitation in a timely manner, it is the responsibility of the Contractors to make sure they receive all appropriate documents prior to the bid due date.

9. BID BOND

Each bid exceeding \$100,000 must be accompanied by a Bid Bond on a form furnished by the Administration in the amount of five percent (5%) of the Bid Price.

10. PAYMENT & PERFORMANCE BONDS

A performance and payment bond is required for all construction contracts in excess of \$100,000. The performance bond shall be in an amount equal to one hundred percent (100%) of the contract price. The payment bond shall be in an amount equal to one hundred percent (100%) of the contract price. The Bond shall be on a form furnished by the MTA, underwritten by a surety authorized to do business in the State of Maryland, and in the amount specified by this solicitation. Upon receiving notification of contract award, the Contractor shall deliver the bond to the MTA no later than the time the Contractor executes the contract. Bid, payment, and performance security may be in the form of: (1) a bond executed by a surety company authorized to do business in the State; (2) a bond executed by an individual surety that meets certain criteria; (3) another form of security required by State or federal law; or (4) another form of security satisfactory to the unit awarding the contract. Sections 13-207, 13-216, 17-104 of the State Finance and Procurement Article, Annotated Code of Maryland.

11. BASIS FOR AWARD(S)

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the services as specified in this IFB. The most favorable Total Bid Price will be the lowest price total on the Bid Form.

12. MULTIPLE OR ALTERNATE BIDS

Multiple and/or alternate Bids will not be accepted.

13. ELECTRONIC FUNDS TRANSFER

On every solicitation for a contract expected to exceed \$200,000, the bidder will be required to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption.

14. TIE BIDS

Tie Bids will be handled in accordance with COMAR 21.05.02.14.

15. DURATION OF BID

Bids submitted in response to this IFB are irrevocable for 180 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

16. eMARYLAND MARKETPLACE ADVANTAGE REGULATIONS

Use of "e-Maryland Marketplace Advantage"

"e-Maryland Marketplace Advantage" (eMMA) is an electronic commerce system administered by the Maryland Department of General Services.

Registration is free and will provide a means for your business to receive e-mail notifications of upcoming contracting opportunities in specified areas of interest and expertise. This means that all such information is immediately available to subscribers to eMMA. Because of the instant access afforded by eMMA, it is recommended that all Bidders interested in doing business with Maryland State agencies subscribe to eMMA.

For more eMMA registration information, visit the website: <https://procurement.maryland.gov>. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to eMMA and click on “New Vendor? Register Now” to begin the process, and then follow the prompts. For inquiries contact the eMMA HelpDesk at eMMA.helpdesk@maryland.gov.

17. MINORITY BUSINESS ENTERPRISE PROGRAM

- A. Minority Business Enterprises are encouraged to respond to this solicitation notice.
- B. The Maryland Transit Administration hereby notifies all bidders that, in regard to any Contract entered into pursuant to this advertisement, Minority Business Enterprises will be afforded full opportunity to submit Bids in response to this Notice, and will not be subjected to discrimination on the basis of political or religious opinion or affiliation, race color, creed, sex, age or national origin in consideration for an award.
- C. It is the goal of the Administration that Minority Business Enterprises participate in all Contracts. Each Contract will contain goals for Minority Business Enterprise participation on a contract-to-contract basis. A subcontracting goal of 10.9 percent (10.9%) has been established for this procurement. All bidders must submit with their bid a fully executed copy of the Certified MBE Utilization and Fair Solicitation Affidavit (MDOT MBE FORM A) and MBE Participation Schedule (MDOT MBE FORM B). If the bidder fails to submit these completed forms with the bid as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. ALL MBE FIRMS MUST BE CERTIFIED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION. NO OTHER CERTIFICATIONS WILL BE ACCEPTED.
- D. New versions of Sections 13-103, 13-104 and 14-303 of the State Finance and Procurement Article of the Maryland Code, relating to increased bid/proposal documentation of MBE commitments, are effective as of October 1, 2004. The Contract under this solicitation will be awarded in accordance with these new requirements. As a result, new bid submission requirements, including certain revised MBE documents, are in effect for this solicitation. These new requirements are set forth elsewhere in this solicitation.
- E. As a result of the revisions to Sections 13-103, 13-104 and 14-303, certain existing portions of the Code of Maryland Regulations (COMAR) relating to post bid/proposal submission of MBE subcontractors are inconsistent with the revised statute. To the extent the provisions of COMAR relating to post bid identification of MBE subcontractors are inconsistent with the requirements of this solicitation, the requirements of this solicitation shall control the award of a Contract. Questions or concerns regarding the MBE requirements of this solicitation must be raised prior to the opening of bids or receipt of initial proposals.

WARNING – PLEASE READ:

- ◆ A firm must be listed in the MDOT MBE/DBE Directory with the gender category in order to be used to meet the gender sub-goal.
- ◆ A firm must be listed in the MDOT MBE/DBE Directory with an ethnic/racial category in order to be used to meet the ethnic/racial sub-goal.
- ◆ A firm must be listed in the MDOT MBE/DBE Directory with both the gender and ethnic/racial categories in order for a contractor to have the option of selecting which of those categories it will use for the firm on a State contract.

Maryland's MBE/DBE Directory will reflect the dual certification status beginning October 1, 2009. You can access the MBE/DBE Directory at https://mbe.mdod.maryland.gov/directory/search_select.asp. Firms with dual certification will now be listed as follows:

Example:

ABC Corporation, Inc.
123 Corporate Circle
Hanover, MD 21076
Female/African American
00-000

18. VETERAN-OWNED SMALL BUSINESS ENTERPRISE PROGRAM

There are no Veteran-owned Small Business Enterprise goals for this solicitation.

19. AFFIRMATIVE ACTION REQUIREMENTS

Bidders on this Work will be required to comply with MTA Affirmative Action Requirements & all applicable Equal Employment Opportunity Laws & Regulations.

20. SUSPENSION AND DEBARMENT CERTIFICATION

All bidders will be required to certify that they are not on the GSA List of Parties Excluded from Procurement and the List of Contractors Suspended or Debarred from Contracting with the State of Maryland.

21. CONTRACTOR'S QUESTIONNAIRE

All Bidders shall complete and submit the Contractor's Questionnaire Pre-Award Evaluation Data Form with the bid package.

22. INVESTMENT ACTIVITIES IN IRAN ACT

State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

Agencies must obtain a certification regarding investments in Iran from each bidder or offeror for new contracts and from each Contractor seeking to renew an existing contract. Specifically, bidders, offerors, and renewing Contractors have to certify that at the time the bid/proposal is submitted or the contract renewed that the company is neither identified on the Investment Activities In Iran list nor engaging in investment activities in Iran.

A company that cannot make the certification must supply the agency, under penalty of perjury, with a detailed written description of its investment activities in Iran.

False Certifications: If an agency, using credible information, determines that a company has submitted a false certification regarding its investments in Iran, the agency must notify the company and provide the company 90 days to demonstrate in writing that it is not engaged in investment activities in Iran. If the company fails to demonstrate that it is not engaged in investment activities in Iran in that time, the agency shall report the company to the Attorney General and to the Board of Public Works.

23. INSURANCE REQUIREMENTS

MTA has chosen to provide Workers' Compensation, General Liability, Excess Liability, Builders Risk, Pollution Liability and Railroad Protective coverage on behalf of contractors and subcontractors working on this project. This approach to project insurance is commonly called a wrap-up or owner-controlled insurance program (OCIP).

Contractors and subcontractors are to bid work for this project net of insurance (i.e., The Cost of Workers' Compensation, General Liability, Excess Liability, Builders Risk, Pollution Liability and Railroad Protective applicable to the work site is not to be included in the bid price). All bidders must complete the Insurance Premium Worksheet and forward to MTA with the rest of your bid package. The Premium Worksheet is included as Exhibit A. This form should include the Contractor's work as well as the work of all subcontractors included in the initial bid. The insurance premium shown on this form, or the pro rata portion thereof, will be added to the base bid in the event you are excluded from the wrap-up program or the program is terminated midterm.

24. USE OF BIDDER'S OWN FORCES

The bidder with his own forces shall perform not less than fifty percent (50%) of the work at the project site.

25. PROTESTS/DISPUTES

All protests relating to this solicitation, the selections and/or award must be filed in writing with the Administration's Procurement Officer, and within the time limitation set forth in the Code of Maryland Regulations (COMAR) 21.10.02 (Administrative and Civil Remedies). A protest may **NOT** be filed by electronic means. Protests must be in writing and sent via certified mail. Bid protests shall be filed not later than seven (7) days after the basis for protest is known, or should have been known, whichever is earlier. Oral protests will not be considered.

The specific details of the protest procedures to be followed by aggrieved actual or prospective bidders, or offerors is contained in COMAR 21.10.

26. CANCELLATION OR REJECTION OF BIDS

Notice to Contractors may be canceled in accordance with State Procurement Regulations.

The Administration reserves the right to reject any and all bids and/or waive technical defects if, in its judgment, the interests of the Administration so require.

Owings Mills Metro Park and Ride Rehabilitation
CONTRACT NO. T-1994-0250

INSTRUCTIONS TO BIDDERS

I. GENERAL

- A. Price Bids will be reviewed for consistency with and response to the requirements of this IFB.**

II. BID PROCESS

A. General Requirements

1. Bids must be submitted through the eMMA portal and marked "Bid for Contract No. T-1994-0250 Owings Mills Metro Park and Ride Rehabilitation", no later 2:00PM local time, 1/19/2024.
2. Each BID package must bear the information and documentation listed below, fully executed:
 - a. Contract number and title
 - b. Name and address of the Bidder
 - c. Completed Insurance Premium Worksheet
 - d. Bid Form
 - e. Bid/Proposal Affidavit.
 - f. Bid Bond in the Amount of \$_____ Or 5% of the bid price
 - g. Signed Cover Letter for each Addendum issued by MTA
 - h. Contractor's Questionnaire Pre-Award Evaluation Data
 - i. MDOT MBE Form A, "Certified MBE Utilization and Fair Solicitation Affidavit" (two page document)
 - j. MDOT MBE Form B, "MBE Participation Schedule"
 - k. Buy America Certificate
 - l. Certification Regarding Lobbying
 - m. Certification Regarding Investments in Iran
 - n. Location of the Performance of Services Disclosure
 - o. Mercury Affidavit
 - p. Conflict of Interest
 - q. Payment of Employee Healthcare Expenses Worksheet
 - r. Payment of Employee Health Expenses Certification
 - s. Corporate Diversity Addendum

MARYLAND TRANSIT ADMINISTRATION

VENDOR COMMENTS

To help us improve the quality of State solicitations and make our procurement process more responsive and business-friendly, we ask that you take a few minutes to complete this form. Thank you for your assistance.

Bid/Proposal No.: T-1994-0250

Contract Title: Owings Mills Metro Park and Ride Rehabilitation

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the contract is not in our business line.
- We lack experience in the work/commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Bid/proposal requirements, other than specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/insurance requirements are prohibitive. (Please explain below.)
- Doing business with government is simply too complicated.
- Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Please explain below.)
- Other: _____

II. Please explain your response further, offer suggestions, or express concerns. (use the back for additional information.)

Remarks: _____

OPTIONAL:

Vendor Name: _____ Date: _____
Contact: _____ Phone: _____
Address /e-mail: _____

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20__, by and between _____ (hereinafter referred to as "the Offeror ") and the State of Maryland (hereinafter referred to as "the State").

Offeror warrants and represents that it intends to submit a Bid in response to IFB # T-1994-0250. for Owings Mills Metro Park and Ride Rehabilitation. In order for the Offeror to submit a Bid, it will be necessary for the State to provide the Offeror with access to certain confidential information including, but not limited, to the project Plans. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the Offeror agrees as follows:

1. Offeror will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Bid.
2. Each employee or agent of the Offeror who receives or has access to the Confidential Information shall execute a copy of this Agreement and the Offeror shall provide originals of such executed Agreements to the State. Each employee or agent of the Offeror who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the Offeror.
3. Offeror shall return the Confidential Information to the State within five Business Days of the State's Notice of recommended award. If the Offeror does not submit a Bid, the Offeror shall return the Confidential Information to Christie E. Williams, CPPB, MTA on or before the due date for Bids.
4. Offeror acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the Offeror's failure to comply with the requirements of this Agreement. The Offeror consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Offeror or any employee or agent of the Offeror to comply with the requirements of this Agreement, Offeror and such employees and agents of Offeror shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. Offeror acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding five (5) years or both. Offeror further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the Offeror to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the Offeror under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Offeror:

By:

Signature/Seal

Printed Name:

Title:

Date:

Address:



STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
CONTRACTORS QUESTIONNAIRE
PRE-AWARD EVALUATION DATA

IMPORTANT

This questionnaire is intended as a basis of establishing the qualifications of contractors for undertaking Construction, Maintenance and Repair Work under the jurisdiction of the Maryland Transit Administration.

THIS QUESTIONNAIRE FORM IS A PART OF THE CONTRACTOR’S BID AND FAILURE TO SUBMIT IT MAY BE THE BASIS FOR REJECTION OF A BID.

I. General

(a) Legal Title and Address of Organization

(b) Contractor’s Local Representative’s Name, Title and Address

(c) ___Corporation ___Partnership ___Individual (**Check One**)

(d) Date your Firm was organized or started:

(e) Federal I.D. No. _____

(f) If a Corporation, state:
Capital Paid in Cash: \$ _____
Date of Incorporation: _____
State in which Incorporated: _____

(g) Other than persons listed above, number of full-time office employees:

(h) Number of full-time permanent field employees: _____

(i) Subsidiary of another company? Yes _____ No _____
1. Parent Company Name and Federal I.D. No.:
2. Sister Company in related business? Yes _____ No _____
3. Sister Company Name and Federal I.D. No.:

(j) In what States, if any, are you licensed to do business?

1. License Number in each State in which you are licensed to do business:

- (k) Names of officers, owners, partners and principals. Identify relationship of each to firm, extent of activity in firm and projected involvement of each on this contract:

II. If yes to any of the following questions, please attach a brief explanation and include the names, addresses and phone numbers of the person who may be contacted for additional information.

- (a) Are there any claims, judgments, arbitration proceedings or suits pending against your organization? Yes___ No___
- (b) Within the last five years, has your organization ever filed any lawsuit or requested arbitration related to a construction contract? Yes___ No___
- (c) Within the last five years has your organization ever failed to complete any work awarded to it? Yes___ No___
- (d) Has your organization ever been adjudged a bankruptcy or filed a petition in bankruptcy? Yes___ No___
- (e) In the last five years has your organization been assessed liquidated damages for failure to complete a project by the contracted date? Yes___ No___
- (f) Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization? Yes___ No___
- (g) Does your organization have a Quality Control Program? Yes ___No___
- (h) Is a copy of this program available upon request? Yes ___ No___
- (i) Has your organization ever been barred from performing work for any Federal, State or other governmental agency? Yes ___ No ___
- (j) Is any member of your organization employed by the State of Maryland, a member of any State institutional board, management board or board of trustees, or in any way officially connected with the government of the State of Maryland? Yes ___ No ___
- (k) Has your organization or any of its directors, officers, partners or supervisory personnel ever been indicated and/or found guilty for criminal action relating in any way to the conduct of your organization's business? Yes ___ No ___

III. Financial

- (a) Enclose your most recent audited financial statement. If, and only if, you do not have an audited financial statement, enclose your most recent Federal tax return and unaudited financial statement.
- (b) Who is your bonding Company?

- (c) Who is your bonding agent?
- (d) Has your bonding company changed in the past three years? If yes, why?
- (e) What is the total bonding capacity of your firm?
- (f) What is your current bond amount in use?
- (g) What is the maximum you have bonded on any single project?
- (h) What is your policy on bonding subcontractors?
- (i) Do you have any outstanding claims from any subcontractors?
- (j) Within the past five years, has any bonding company refused to write you a bond on any construction work? If yes, explain.

IV. Experience

- (a) Indicate type of Contracting undertaken by your organization and years of experience:

General _____ years Sub _____ years
 Type _____ years
 Type _____ years

- (b) State construction experience of principal members of your organization:
Enclose resumes of all key personnel who may staff this project.

Construction Experience

Name and Title (Vice Pres., Mgr., etc.)	Construction Experience (Years)	Type of Work (Such as Hospitals, Apts, Etc.)	In what capacity? (Foreman, Supt., etc.)

(c) List some principal projects completed by your organization:

Name of Work _____
General or Sub _____
Type of work _____
Percentage of work performed by your firm (attach separate sheet if needed) _____

(d) If a General Contractor, list some sub contractors in various fields who have worked under you: _____

(e) If Sub-Contractor, list some General Contractors for whom you have worked: _____

(f) List major projects that involved the work outlined in this IFB in the last three (3) years:

A. Project Name: _____

Project Description: _____

Contact: _____

Phone No. _____

Email: _____

B. Project Name: _____

Project Description: _____

Contact: _____

Phone No. _____

Email: _____

C. Project Name: _____

Project Description: _____

Contact: _____

Phone No. _____

Email: _____

V. Safety

(a) Does your organization have a written Safety program? Yes ___ No ___

(b) Is a copy of this program available upon request? Yes ___ No ___

(c) Within the past ten years, has your organization received any order for violations from the United States Occupational Safety and Health Administration (OSHA) or the Maryland Occupation Safety and Health Administration? Yes ___ No ___

If yes, explain. _____

The above statements are certified to be true and accurate.

Dated at _____ this _____ day of _____, 20__.

By: _____

(Title of Person signing)

(Name of Organization)

State of _____

County (City) of _____

On this _____ day of _____, 20____, before me,

_____, the undersigned officer, personally appeared and acknowledged that he (she) executed the foregoing Contractor's Questionnaire in the capacity therein stated and for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____

LIABILITY INSURANCE REQUIREMENTS

MARYLAND TRANSIT ADMINISTRATION (MTA) will utilize an Owner Controlled Insurance Program (OCIP) for this construction project (**See Attachments for Manual**)

NOTE: Insurance coverages and limits provided under the OCIP are limited in scope and are specific to work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

What is an OCIP?

A "OCIP" or Owner Controlled Insurance Program is a coordinated insurance program providing certain coverages, as defined herein, for Maryland Transit Administration and eligible Enrolled Parties performing Work at the Project Site.

The MTA OCIP will provide General Liability, Workers' Compensation, and Excess Liability coverage for contractors and subcontractors while performing work on the project site. The work specified in your Bid Request qualifies for the OCIP, therefore, General Liability, Workers' Compensation, and Excess Liability will be purchased on your behalf for this work. However, you must continue to purchase General Liability, Automobile Liability, Workers' Compensation, and Excess Liability for work performed away from the project site. Automobile Liability Coverage must also be purchased for work performed at the project site.

A Builder's Risk insurance policy will also be provided for the benefit of the OCIP participants. You need not provide such insurance, as the interest of all parties in the work will be covered by this policy. Such insurance will NOT cover your own tools and equipment.

Bids

Because General Liability, Workers Compensation, and Excess Liability coverage will be provided by the OCIP, you will need to bid all work with insurance costs for General Liability, Workers' Compensation, and Excess Liability separately identified as an add/alternate to your bid price. The cost should be separated by line of insurance utilizing the Insurance Cost Worksheet provided in the Bid Form page and as part of Exhibit A of this form. This form must be submitted as part of your bid package.

It is important that these insurance costs be as accurate as possible, as they have a direct bearing on the competitiveness of your bid.

If in doubt, your insurance agent should be able to give you the insurance cost for work to be done at the site. To enable your insurance agent to calculate that cost, you should be prepared to give your agent your payrolls (by workers' compensation class code) for work to be performed on this project.

Safety

A critical part of any construction project is job site safety. An OCIP program is designed to standardize safety procedures to enhance your safety efforts. The Maryland Transit Administration's Contractor Health and Safety Plan is included in the Contract Specification Book as Contractor Safety & Health Plan Guidelines (CSHPG).

Claims

The OCIP Administrator will assist you in reporting any claims. The OCIP Manual identifies the basic information necessary to report a claim. The forms and instructions contained in the manual should be

followed without exception. The OCIP Manual is an extension of this agreement and therefore is a legal contract.

Contractor Provided Insurance

Because an OCIP is limited to work performed at a specific location (except as provided by the Builder's Risk), you will be required to provide General Liability, Workers' Compensation, and Property insurance, if applicable, for any activities away from the project site, or performed for someone other than MTA.

You will also need to continue other coverages, such as:

- Automobile liability and physical damage
- Inland Marine coverage for your tools and equipment
- Umbrella/Excess liability to meet maximum insurance limits where applicable to meet MTA insurance requirements
- Any other coverage you elect to continue

Alternate Program Option

MTA reserves the option not to utilize an OCIP program for this project, or to discontinue it. In such case, you and any subcontractors will be expected to provide insurance coverages as required by the contract at a cost commensurate with the insurance deductions in your original bids.

SUMMARY OF OWNER-PROVIDED INSURANCE

Workers Compensation

Coverage: Statutory limits required by the Workers' Compensation laws of the applicable jurisdiction, excluding monopolistic states, with Employer's Liability. A separate worker' compensation policy will be issued to each enrolled Party.

- Coverage Part One – Workers' Compensation – Statutory Limits
 - Coverage Part Two - Employers Liability – Annual Limits Per Enrolled Party
 - \$1,000,000 Bodily Injury by Accident
 - \$1,000,000 Bodily Injury by Disease, each employee
 - \$1,000,000 Policy Limit by Disease, policy limit
- This policy does not cover offsite operations.

Commercial General Liability

Coverage: Third Party Bodily Injury and Property Damage Liability. A single general liability policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds

	<u>Limits of Liability Shared by All Enrolled Parties</u>
General Aggregate (per Project)	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal/Advertising Injury Each Occurrence	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Damage to Premises Rented to You	\$ 500,000

Medical Expense – Any One Person

\$ 10,000

- Limitation of Coverage to Designated Premises or Project
- Ten (10) Year Products/Completed Operations Extension (single, non-reinstated aggregate limit applies to extension period)
- Waiver of Transfer of Rights to Recover against Others where required by an “Insured Contract” and as evidenced by a Certificate of Insurance on file with the OCIP Administrator

Excess Liability

Coverage: Excess over primary Third Party Bodily Injury and Property Damage General Liability. A single excess liability policy will be issued for all Enrolled Parties.

Limits of Liability Shared by All Enrolled Parties

- Each Occurrence Limit \$50,000,000
- Aggregate Limit (Annual Limit during Premises Period) \$50,000,000

- Excess Coverage is over Commercial General Liability (IF APPLICABLE: Employers Liability, Auto Liability)
- A master Excess Liability policy will be issued for all Enrolled Parties as named Insureds and is available for review upon request.
- The Excess Liability policy will follow terms, conditions and exclusions of the underlying General Liability unless defined differently in the Excess Policy.

Builder's Risk Insurance

Coverage pays for direct losses to buildings or other property during construction (repair or replacement of property) and limited indirect losses arising out of a covered loss. The policy applies to:

- All work at the Job Site including labor and materials to be incorporated into the work;
- Materials adequately protected and stored at the Job Site that will be incorporated into the work.

A blanket policy limit provides "All Risks" of direct physical loss or damage, subject to policy exclusions, on each occurrence. The policy limits and sub-limits are as listed below. Limits of Liability are shared by All Enrolled Parties.

This coverage provides, but is not limited to:

- \$75,000,000 Loss Limit (Total limit of coverage), subject to sub-limits of:
 - 75,000,000 Physical Damage to Project per Occurrence
 - Delay in Opening Coverage
 - \$1,000,000 Property in Transit per Conveyance
 - \$1,000,000 Offsite Temporary Storage per Occurrence
 - \$2,500,000; whichever is less Expediting and Extra Expense per Occurrence
 - \$2,500,000; whichever is less Debris Removal per Occurrence

- \$100,000 Trees, Shrubs, Plants and Landscaping per Occurrence
- \$500,000 Protection Service Charges
- \$100,000 Fire Protective Equipment Recharge
- \$500,000 Valuable Papers and Records
- \$100,000 Claim Preparation Expenses
- \$100,000 Protection for Insured Property Pre-Loss
- \$100,000 Architect and Engineer Fees
- \$2,500,000 Building Ordinance or Law
- Testing Coverage
- \$10,000 Business Personal Property
- Named Windstorm Coverage
- Delay in Completion/Soft Costs
- \$100,000 Loss Adjustment Expenses
- \$250,000 Errors and Omissions
- \$75,000,000 annual aggregate for earth movement
- Annual aggregate for flood – see terms & conditions
- \$100,000 Pollution or Contamination Cleanup
- \$100,000 Limited Coverage for Fungus, Wet Rot, Dry Rot or Bacteria

Enrolled Parties (to the extent required by contract or subcontract) are Additional Named Insureds.

- Includes coverage for the insured’s property under construction, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the project. Coverage provides protection against risk of direct physical loss or damage subject to policy conditions and exclusions.

Contractor’s Pollution Liability

This policy applies to all enrolled Contractors working at the Job Site. Maryland Transit Administration notifies the carrier by providing the insurance company with a list and description of each construction project along with the total project budget.

Limits of Liability Shared by All Enrolled Parties

Each Occurrence Limit	\$ 5,000,000
Annual General Aggregate Limit	\$10,000,000

Coverage: policy provides coverage for on-site cleanups, as well as off-site cleanups related to on-site remediation in the event the enrolled Contractor is negligent and exacerbates the existing pollution condition. This policy also provides coverage for third-party claims alleging bodily injury, property damage, or cleanup costs arising from the construction activities associated with the designated projects.

- Ten (10) years Completed operations coverage for all Enrolled Parties.

Railroad Protective Liability

This policy applies to all enrolled Contractors working at the Job Site. Maryland Transit Administration notifies the carrier by providing the insurance company with a list and description of each construction project along with the total project budget.

Limits of Liability Shared by All Enrolled Parties

Each Occurrence Limit	\$ 5,000,000
Policy Term Aggregate Limit	\$ 10,000,000

Coverage: This policy provides coverage for bodily injury, property damage, or physical damage to property or any combination of all three for all enrolled contractors within fifty (50) feet of railroad arising from the construction activities associated with the designated projects.

- Physical damage to property means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control.
- The policy contains exclusions. Silica, Absolute Asbestos, Nuclear Energy Liability

Property of Contractor and Subcontractors

Contractors of any tier are advised to arrange their own insurance for rented, owned, leased or borrowed equipment and materials not intended for inclusion in the Project. The Maryland Transit Administration OCIP will not cover Contractor's or Subcontractor's property.

LIABILITY INSURANCE REQUIREMENTS

Exhibit A

INSURANCE PREMIUM WORKSHEET						
Project Name _____						
Contract/OFS No. _____			Charge No. _____			
1. IDENTIFICATION						
Firm Name _____						
Federal ID# _____			Bid Amount _____			
Contact Person _____			Title Phone _____		_____	
_____ Fax _____			Email _____			
Contract Type: <input type="checkbox"/> GMP Worksheet Applies To: <input type="checkbox"/> Initial Bid <input checked="" type="checkbox"/> Cost Reimbursable <input type="checkbox"/> Change Order <input type="checkbox"/> Lump Sum						
2. ESTIMATED PROJECT PAYROLLS AND PREMIUMS (ON-SITE PAYROLLS ONLY)						
Class Description	Class Code	Est. Man hours	Hourly Pay rate	WC Rates	Payroll	Premium <small>ΠΑΥΛΟΜΕΤΡΟΥ ΚΑΤΕ</small>
Identify Rating Credits/Debits (R.M.L. & Taxes, if ann/icab/e)			Estimated Total Premium		(1)	
Schedule Credit			Indicate Experience Mod.		(2)	
Premium Discount			Modified Premium (1 x 2)		(3)	
Other (describe)			Show Sum of Combined Credit*		(4)	
Other (describe)			WC Premium after Credits (3 x 4)		(5)	
Other (describe)			Profit & Overhead on Insurance		(6)	
Net or Combined Credit*			Total Workers' Comp. Cost (5 + 6)		(7)	
3. OFF-SITE GENERAL LIABILITY INSURER						
Estimated Project Payrolls and Premiums (Related only to the Project Site)						
Is the rate shown a combined rate for Premises & Operations and Products/Completed Operations? Yes <input type="checkbox"/> No <input type="checkbox"/>						
Class Description	Class Code	Select One		GL Rate	Payroll or Contract Value	Premium
Premises & Operations Classes:		<input type="checkbox"/> Per\$100	<input type="checkbox"/> Per \$1,000			
		<input type="checkbox"/> Per\$100	<input type="checkbox"/> Per \$1,000			
		<input type="checkbox"/> Per\$100	<input type="checkbox"/> Per \$1,000			
Products/Completed Ops. Classes:		<input type="checkbox"/> Per\$100	<input type="checkbox"/> Per \$1,000			
		<input type="checkbox"/> Per\$100	<input type="checkbox"/> Per \$1,000			
		<input type="checkbox"/> Per \$100	<input type="checkbox"/> Per \$1,000			
Total GL Premium						
Umbrella/Excess Premium						
Railroad Protective Premium						
Total Liability Premium						
Profit & Overhead on General Liability and Excess Insurance						
Will you be using Subcontractors? Yes <input type="checkbox"/> No <input type="checkbox"/> % of Subcontracted Work _____						
Est. Subcontractors Ins. Cost (Include WC, GL, RP, PL, & XS)						
Grand Total of All Insurance Costs (WC, GL, RP, PL, XA, Subcontractors and Profit & Overhead)						
*It is extremely important to accurately estimate payroll exposure anticipated for this contract/task. The rates shown are subject to verification against your policy. Please contact your agent/broker with any questions regarding this form. Insurance Premium Worksheet must be submitted with your bid.						
Contractor's Authorized Representative _____						
Title _____				Date _____		(Signature)

LIABILITY INSURANCE REQUIREMENTS

Exhibit A

Insurance Premium Worksheet- Completion Instructions

The Insurance Premium Worksheet has been developed to assist you in calculating your cost of insurance that you are required to identify in your bid. The calculations should be compiled using only your on-site payroll or receipts, as the Owner is providing these coverages for your work while on-site .

1 IDENTIFICATION

Project Name	Identify the name of the specific project you are bidding. This information can be found in your Bid Packet .
Contract/OFS No .	Identify the contract number and Order for Services (OFS) number of the specific project you are bidding on . This information can be found in your Bid Packet .
Charge No .	Identify the charge number of the specific project you are bidding on. This information can be found in your Bid Packet .
Firm Name	Identify the name of the Contractor/Subcontractor .

2. WORKERS' COMPENSATION

Worker's Compensation Off-Site Insurer	Identify the insurance company that now provides your workers' compensation coverage.
Workers' Compensation Classification	List industry classification descriptions that apply to your work. This information can be obtained from your current Workers' Compensation policy, or your insurance agent.
Class Code	List industry classification code number(s) that apply to your work. This information can be obtained from your current Workers' Compensation policy, or your insurance agent.
Man Hours	Estimated number of man hours by trade .
Hourly Pay Rate	Show hourly wage rate by trade.
Estimated Payrolls	List your estimated on-site payrolls for each class code.

LIABILITY INSURANCE REQUIREMENTS

Exhibit A

2. WORKERS' COMPENSATION (Continued)

WC (Current) Rate	List of the Workers' Compensation rate which applies to each classification code; obtain this from your insurance agent to make certain the rate is correct. Apply any Loss Loading factor when applicable.
Workers' Compensation Premiums	Fill in your Workers' Compensation premium per class code (i.e. payroll multiplied by Workers' Compensation rate divided by 100).
Experience Modification Factor	State your current experience modifier factor. This can be obtained from your current Workers' Compensation policy, or from your insurance agent. Multiple premium by experience modification factor to obtain modified premium.
Other Credits/Debits	Identify any factors such as premium discount, schedule credit, safe work-site credit, etc. The modified premium should then be multiplied by the schedule credit, the result of which should be multiplied by the premium discount. If your policy does not have a schedule credit or premium discount, please skip this part of the calculation.
Profit and Overhead on Insurance	Add the amount of profit and overhead you would have applied to your insurance costs.
Total Workers' Compensation	Total Insurance Premium multiplied by the experience modification, other applicable factors, and Profit & Overhead.

3. GENERAL LIABILITY

General Liability Insurer	Indicate the name of the insurer providing your off-site coverage.
General Liability and Completed Operations Classification	List the general liability classification description codes that apply to your work. This information should be obtained from your current policy, or from your insurance agent. Show both the Premises/Operations rate and the Products/Completed Operations rate. If it is a combined rate, please indicate.
Code	List classification code numbers which apply to your work. This can be obtained from your current policy or your insurance agent.

3. GENERAL LIABILITY (Continued)

Current Rate	Fill in appropriate premises/operations and products/completion operations rates for payroll and/or gross receipts. Obtain this from your insurance agent to make certain the rate is current.
Per \$100 or Per \$1,000	Indicate if the rate is to be applied against exposure on a per-\$100 or a per-\$1,000 basis.
Payroll, Receipts, or Contract Value	Fill in appropriate exposure amount projected for on-site work you will self-perform under each classification code.
General Liability Premium	Total primary general liability premium(s).
Excess/Umbrella Premium	If applicable, fill in your excess/umbrella premiums based on exposure associated with this project.
Total Liability Premium	Total of your general liability and excess/umbrella premiums.
Profit and Overhead on Insurance	Add the amount of profit and overhead you would have applied to your insurance costs.
Subcontractor Insurance Costs	An estimate of your subcontractors' insurance premiums should be entered here. This should include Workers' Compensation, General Liability, and Excess Liability premiums. <i>(Note: Do not include contract haulers, vendors, suppliers, material dealers, or others whose function is solely to make deliveries or supply materials, parts, or equipment to and from the project site.)</i>
Total Insurance Premium	The grand total for Workers' Compensation, General Liability, Excess/Umbrella Liability and Subcontractors Insurance Premiums. Include the Profit and Overhead in this total.



STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

BID FORM

FOR

CONTRACT NO.: T-1994-0250

TO: MARYLAND TRANSIT ADMINISTRATION
ATTN: PROCUREMENT DIVISION
6 SAINT PAUL STREET, 7TH FLOOR
BALTIMORE, MD 21202-1614

BID OPENING DATE:

1/19/2024

BID OPENING TIME:

2:30PM

BID OF: _____
(Bidder's Name)

PROJECT DESCRIPTION:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to NOTICE TO CONTRACTORS dated _____ .

2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said NOTICE TO CONTRACTORS.

3. In compliance with said NOTICE TO CONTRACTORS the UNDERSIGNED hereby proposes to furnish all labor, equipment, and materials and perform all work described and in strict accordance with the provisions of the Contract Documents for the consideration of the amounts, lump sum and unit prices listed in the attached Unit Price Schedule, and agrees that, upon Notice of Award, within one hundred eighty(180) calendar days after the date of opening of bids, unless mutually extended, he will within ten (10) calendar days after receipt of the prescribed forms, execute the Contract and furnish a performance bond and payment bond (if such bonds are required by the Contract Documents) on forms furnished by the Administration with good and sufficient surety or sureties.

4. The UNDERSIGNED agrees and understands that the time of completion is as specified in the Special Provisions, unless the completion dates are extended as provided for in the Contract Documents.

5. The UNDERSIGNED agrees to pay liquidated damages in the amount specified in the Special Provisions for each and every calendar day after the completion date that the work remains incomplete unless an extension is granted as provided for in the Contract Documents.

6. The UNDERSIGNED hereby certifies that the _____

(Bidder's Name) / ___ / is, / ___ / is not (CHECK ONE) included on the GSA list of Parties Excluded from Procurement. **AND**

The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) / ___ / is, / ___ / is not (CHECK ONE) included on the List of Contractors Suspended or Debarred from Contracting with the State of Maryland.

7. The UNDERSIGNED, as the Contractor, will perform on the Site, with its own organization, _____ percent (___ %) of the total amount of work to be performed under this contract.

8. PARENT COMPANY

a. The UNDERSIGNED represents that it / ___ / is, / ___ / is not, (CHECK ONE) owned or controlled by a parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the UNDERSIGNED. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the bidder, such other company is considered the parent of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

b. If UNDERSIGNED is owned or controlled by a parent company, insert in the space below the name and main office address of the parent company

Name

Address

City, State Zip

9. ARREARAGES

By submitting a response to this solicitation, the undersigned shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so arrears during the term of the contract if selected for contract award.

10. CERTIFICATION OF NON-MARYLAND CORPORATION (FOREIGN CORPORATION)

a. A corporation not incorporated in the State of Maryland is considered to be a foreign corporation and, therefore, is required to be registered with the Maryland State Department of Assessment and Taxation if awarded this contract.

b. Where a foreign corporation is currently registered with the Department of Assessments and Taxation, such a bidder shall submit with his bid a copy of the department's certification of his registration or qualification acknowledgment.

c. If a foreign corporation is not currently registered, such a bidder shall submit with his bid his certification that, if notified of his apparent award of the contract, he will register with the Maryland State Department of Assessments and Taxation and provide a copy of the department's certification of his registration or qualification acknowledgment along with the executed contract.

11. The Contractor shall, prior to the time of execution of the contract, obtain all applicable licenses and comply with all applicable laws and regulations in the Annotated Code of Maryland.

12. All bidders must submit with their bid the following documents fully executed.

- a) Contract number and title
- b) Name and address of the Bidder
- c) Completed Insurance Premium Worksheet
- d) Bid Form
- e) Bid/Proposal Affidavit.
- f) Bid Bond in the Amount of \$_____ Or 5% of the bid price
- g) Signed Cover Letter for each Addendum issued by MTA
- h) Contractor's Questionnaire Pre-Award Evaluation Data
- i) MDOT MBE Form A, "Certified MBE Utilization and Fair Solicitation Affidavit" (two page document)
- j) MDOT MBE Form B, "MBE Participation Schedule"
- k) Buy America Certificate
- l) Certification Regarding Lobbying
- m) Certification Regarding Investments in Iran
- n) Location of the Performance of Services Disclosure
- o) Mercury Affidavit
- p) Conflict of Interest
- q) Payment of Employee Healthcare Expenses Worksheet
- r) Payment of Employee Health Expenses Certification
- s) Corporate Diversity Addendum

UNIT PRICE SCHEDULE

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
001	01 15 00	Mobilization	1	LS	\$60,000.00	\$60,000.00
002	01 21 00	Miscellaneous Work Allowance	1	ALLOW	\$50,000.00	\$50,000.00
003	01 43 00	Quality Assurance/Quality Control - Allowance	1	ALLOW	\$25,000.00	\$25,000.00
004	01 52 13	Engineer's Field Office	1	ALLOW	\$8,500.00	\$8,500.00
005	01 55 26	Portable Variable Message Sign (PVMS)	45	UD		
006	01 55 26	Maintenance and Control of Traffic - Allowance	1	ALLOW	\$30,000.00	\$30,000.00
007	01 55 26	Temporary Traffic Signs for Maintenance of Traffic	60	SF		
008	01 55 26	Type III Barricade for Maintenance of Traffic	30	EA		
009	01 55 26	Furnish and Place Temporary Orange Construction Fence	15	LF		
010	01 55 26	5 Inch Temporary Pavement Striping Tape	480	LF		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
011	01 57 13	Inlet Protection	10	EA		
012	02 41 13	Remove and Dispose Existing Sign & Post	46	EA		
013	02 41 13	Grind Existing Bolts to Pavement Elevation	1	LS		
014	02 41 43	Remove Existing Wheel Stop	14	EA		
015	05 52 00	Handrail	20	LF		
016	05 52 00	Remove and Dispose Existing Handrail	10	LF		
017	05 59 10	Install New Bollards	14	EA		
018	10 14 53	Relocate Existing Sign	14	EA		
019	10 14 53	2" X 2" Steel Sign Supports	26	EA		
020	10 14 53	Signs	11	SF		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
021	31 10 00	Site Clearing	1	LS		
022	31 13 00	Tree Pruning and Removal	121	LF		
023	32 01 16	Mill and Overlay HMA Pavement 2 Inch Depth	7410	SY		
024	32 12 16	HMA Full Depth Pavement Repair	142	SY		
025	32 13 13	Concrete Pavement Patching	400	SY		
026	32 16 13	Replace Concrete Curb and Gutter	140	LF		
027	32 16 23	5" Concrete Sidewalk	1210	SF		
028	32 17 23	5 inch Solid White Pavement Marking Line (Paint)	9882	LF		
029	32 17 23	12 Inch Solid White Pavement Marking Line (Paint)	1907	LF		
030	32 17 23	24 inch Solid White Pavement Marking Line (Paint)	55	LF		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
031	32 17 23	5 inch Solid Yellow Pavement Marking Line (Paint)	1200	LF		
032	32 17 23	Removal of Existing Pavement Marking (Any Width)	275	LF		
033	32 17 26	Tactile Warning Surface	62	SF		
034	32 93 00	Plant Tree - Platanus Hybrida (London Planetree)	3	EA		
035	32 93 00	Plant Tree - Hackberry Celtis Occidentalalis	2	EA		
036	33 40 00	Reset Inlet Top	2	EA		

Basis of Award: Total amount of items 001 thru 036

_____ (figures)

_____ (words)

037		Insurance Premium (Contingency)	LS	LS	LS	
-----	--	---------------------------------	----	----	----	--

This amount will only be added to the base bid in the event that the bidder is excluded from the wrap-up insurance program or the program is terminated mid-term. The Insurance Premium Worksheet must be attached to the bid.

A. CORPORATION BID:

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST:

By:

Secretary

President or Vice President

Print Name

Print Name

B. PARTNERSHIP BID:

FEIN: _____

Name of Partnership

Business Address

Telephone Number / Fax Number

Names of each Partner:

Witness:

By:

Signature

Signature

Print Name

C. INDIVIDUAL BID:

Witness:

Print Name

D. JOINT VENTURE

ATTEST

Secretary

Print Name

Print Name

S.S. No.: _____

Name

Business Address

Telephone Number / Fax Number

By:

Signature

Print Name

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

By:

President or Vice President

Print Names

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST:

By:

Secretary

President or Vice President

Print Name

Print Name

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST:

By:

Secretary

President or Vice President

Print Name

Print Name

A Joint Venture doing business as _____

- * Each member of the Joint Venture must execute the Bid Form. A Corporate Officer must sign for each member of the joint venture. In the event that a Corporate Officer (President or Vice President) does not sign the Bid Form, a Power of Execution or Power of Attorney, must be submitted with the Bid Forms.

Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1) — (5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)



BID BOND

Bond No. _____

We, _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of _____ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

_____ (Identify project by number and brief description):

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:
Witness

Individual Principal

_____ as to

(Name) _____ (SEAL)

In Presence of:
Witness:

Partnership Principal

_____ as to

(Name) _____ (SEAL)

_____ as to

(Partner) _____ (SEAL)

_____ as to

(Partner) _____ (SEAL)

Attest:

(Partner)
Corporate Principal

Secretary

(Name of Corporation) AFFIX
By: _____
President SEAL

Attest:

(Surety) AFFIX
By: _____

_____ Attorney-in-fact SEAL

Bonding Agent's Name _____

Agent's Address _____

Approved as to form and legal sufficiency

This _____ day of _____, 20 __

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Investment Activities in Iran Act

State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

Agencies must obtain a certification regarding investments in Iran from each bidder or offeror for new contracts and from each contractor seeking to renew an existing contract. Specifically, bidders, offerors, and renewing contractors have to certify that at the time the bid/proposal is submitted or the contract renewed that the company is neither identified on the Investment Activities In Iran list nor engaging in investment activities in Iran.

A company that cannot make the certification must supply the agency, under penalty of perjury, with a detailed written description of its investment activities in Iran.

False Certifications: If an agency, using credible information, determines that a company has submitted a false certification regarding its investments in Iran, the agency must notify the company and provide the company 90 days to demonstrate in writing that it is not engaged in investment activities in Iran. If the company fails to demonstrate that it is not engaged in investment activities in Iran in that time, the agency shall report the company to the Attorney General and to the Board of Public Works.

MARYLAND TRANSIT ADMINISTRATION

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certified that , in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and,
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This document **must** be included with the bid or offer.

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the bid or offer submitted in response to Solicitation No. T-1994-0250, the following disclosures are hereby made:

1. At the time of bid or proposal submission, the bidder/offeror and/or its proposed subcontractors:

- have plans
- have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the bidder/offeror or its proposed subcontractors, the bidder/offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the bidder/offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of _____ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

PAYMENT OF EMPLOYEE HEALTH CARE EXPENSES CERTIFICATION

Under State Finance & Procurement Article Title 17, Subtitle 8

In connection with Solicitation Number T-1994-0250 I, _____(name) hereby certify that _____(firm) is the bidder / _____ a subcontractor on this project. I further certify that, with respect to employees who will work on or at the site of the project.

CHOOSE ONLY ONE OPTION BELOW: *Note: for the purposes of this Certification, "Credible Health Insurance Plan" means any group policy, contract or program that is written or administered by a disability insurer, health care service plan, fraternal benefits society, self-insured employer plan, or any other entity, in the state of Maryland or elsewhere, that arranges or provides medical, hospital and surgical coverage not designated to supplement other private or governmental plans.*

The firm has 30 or fewer employees, and therefor is exempt.

The firm pays aggregate employee health care expenses of at least 5% of the aggregate Social Security wages paid by the firm;

OR The firm pays 50% or more of the required premium necessary to obtain employee coverage by a credible health care insurance plan (as defined above)

Further, I acknowledge that under 17-804 of the State Finance and Procurement Article, Maryland Annotated Code, a person or entity providing false information regarding this requirement may be subject to a civil penalty of not less than \$2,500 and not exceeding \$25,000 for each violation.

Signature of Authorized Representative

Date

Title of Authorized Representative

Address

Payment of Employee Health Care Expenses

Chapter 687, 2019 MD. Laws (SB 433)

* The Payment of Employee Health Care Expenses spreadsheet must be submitted at the time of bid. Each cell highlighted in yellow must be completed. If a cell is not applicable, enter "N/A". *

	Name of Company	1 Does this firm provide employee health care coverage on projects that require a prevailing wage? (Y/N)	For the year ending on the bid submission date:	
			2.1 (a) What percentage of total wages were employer contributions to Social Security?	2.2 (b) what was the total amount spent on employee healthcare?
Bidding Company:				
Subcontractor 1				
Subcontractor 2				
Subcontractor 3				
Subcontractor 4				
Subcontractor 5				
Subcontractor 6				
Subcontractor 7				
Subcontractor 8				
Subcontractor 9				
Subcontractor 10				

Name of Company	3.1 What is the percentage of total health insurance coverage costs paid by the insurance company (versus the employee)?	3.2 What is the type and scope of health insurance coverage?	What is the average percentage of the monthly insurance premium paid by:		4.2 What is the average per employee deductible for each health care plan offered?
			3.3 (a) the employer?	4.1 (b) employees?	

BUILD AMERICA AND BUY AMERICA CERTIFICATE

(submit with Bid/Proposal)

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

The Contractor and its subcontractors shall comply with the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52, 49 U.S.C. § 5323(j), 49 C.F.R. Part 661, and any applicable federal guidance and regulations (together “Buy America Requirements”). To the extent required by the Buy America Requirements, the Contractor’s (and any applicable sub-contractors’) construction materials, iron, steel, and manufactured products used for this project shall be produced in the United States unless a requirement has been waived by the Federal Transit Administration or other applicable federal agency. Each Contractor shall certify its compliance with the Buy America Requirements as a condition to entering this Contract. The Contractor shall bear sole responsibility for assuring the construction materials, iron, steel, and manufactured products comply with the Buy America Requirements. Failure by the Contractor to comply with the Buy America Requirements or the certificate submitted pursuant to this provision shall be considered a breach of this Agreement.

A bidder or offeror must submit to MTA the appropriate Buy America certification (next page) with all bids or offers on federally funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, manufactured products, or construction materials.

Certificate of Compliance with Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52, 49 U.S.C. § 5323(j), 49 C.F.R. Part 661, and any applicable federal guidance and regulations (together "Buy America Requirements")

The bidder or offeror hereby certifies that it will meet the Buy America Requirements

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52, 49 U.S.C. § 5323(j), 49 C.F.R. Part 661, and any applicable federal guidance and regulations (together "Buy America Requirements")

The bidder or offeror hereby certifies that it cannot comply with the Buy America Requirements, but it may qualify for an exception.

Date _____

Signature _____

Company Name _____

Title _____

CORPORATE DIVERSITY ADDENDUM

Effective August 18, 2022

Instructions: Pursuant to § 11-101 of the Tax-Property Article, certain entities must provide a Corporate Diversity Addendum, which contains certain diversity data specified by Code of Maryland Regulation (“COMAR”) 24.01.07. To determine whether you must provide the Corporate Diversity Addendum, please complete Worksheet A.

Failure to complete the Addendum or failure to meet the criteria therein, may prohibit you from receiving certain State benefits. For more information, refer to COMAR 24.01.07.

Please be aware, the information you include in the Corporate Diversity Addendum may be shared with other Maryland State agencies.

Worksheet A

1. Are you an entity that is required to be in good standing with the State Department of Assessments and Taxation (“SDAT”), and meets the following definition:

(1) A commercial enterprise or business that is formed in the State or registered with SDAT to do business in the State; or (2) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity?

Yes – Proceed to Question 2

No – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

2. Check the appropriate box if you are any of the following types of entities:

Sole Proprietor

Limited liability company (LLC) owned by a single member

Privately held company if at least 75% of the company’s shareholders are family members

Entity that (1) has an annual operating budget or annual sales less than \$5,000,000; and (2) has not qualified for or applied for, and does not intend to apply for, a State benefit, as defined below

Did you check at least one box?

Yes – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

No – Proceed to the Corporate Diversity Addendum on Page 3.

“State benefit” means (1) a State capital grant funding totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); (2) State tax credits totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); or (3) the receipt of a State contract with a total value of \$1.0 million or more. “State contract” means a contract that (a) resulted from a competitive procurement process and (b) is not federally funded in any way.

AFFIDAVIT (I)

UNDER PENALTIES OF PERJURY, I hereby swear that the entity submitting this report is not required to submit the Corporate Diversity Addendum.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature: _____

Date: _____

CORPORATE DIVERSITY ADDENDUM

Instructions: If you are required to provide the Corporate Diversity Addendum, completing Affidavit (II) on Page 4 is mandatory. A response to both items is required. Failure to provide a complete response to either of the two items may render the entity ineligible for certain state benefits. For more information, refer to COMAR 24.01.07.

I. A response to Item I is required. However, the content of your response has no bearing on eligibility for State benefits. Select below the underrepresented communities which are represented on this entity's board or in executive leadership. Select all that apply.

- Alaska Native
- Asian-Pacific Islander Black or African-American Hispanic or Latino
- Native American
- Native Hawaiian
- One or more of the racial or ethnic groups listed above
- None of the above

II. Check the box next to the following Corporate Diversity indicators that pertain to this entity. Note that references to underrepresented communities refers to communities listed in Item I above. The examples provided are intended to be representative, not exclusive. Select all that apply.

1. Entity maintains written workforce diversity, equity, and inclusion (“DEI”) policies.
2. Entity offers DEI training to its workforce.
3. Entity assigns a senior-level employee as responsible for oversight and direction of the entity’s DEI efforts.
4. Entity reports performance of its workforce DEI programs on its website.
5. Entity includes DEI objectives in performance plans of its managers.
6. Entity publishes information on its website about its DEI commitments and efforts.
7. Entity provides career advancement training/opportunities for employees, including members of underrepresented communities.
8. Entity collaborates with educational institutions, or is an educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships).
9. Entity has a supplier diversity policy that provides business opportunities to diverse suppliers, including businesses owned by members of underrepresented communities, such as State-certified Minority Business Enterprises (“MBEs”).
10. Entity publicizes its procurement opportunities to encourage participation from businesses owned by members of underrepresented communities.
11. Entity measures percentage of contract dollars awarded to businesses owned by members of underrepresented communities, including MBEs.
12. Entity provides support and outreach to underrepresented communities and/or organizations that represent underrepresented communities.

Only entities that meet at least 33% (4) of the Corporate Diversity Indicators above, by checking all the applicable boxes, qualify to receive a State benefit.

AFFIDAVIT (II)

UNDER PENALTIES OF PERJURY, I declare that I have examined this Corporate Diversity Addendum, and to the best of my knowledge and belief, it is true, correct, and complete.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature _____ Date _____

Penalties for Submitting False Information. If information provided by the entity in this form or by other means is materially false, the entity and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all State benefits or contracts to the entity made in reliance upon the inaccurate form or other information may be void or subject to termination for default. See COMAR 24.01.07.

MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In connection with the bid/proposal submitted in response to Solicitation No. T-1994-0250, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following subgoals, if applicable:
percent (_____ %) for African American-owned MBE firms
percent (_____ %) for Hispanic American-owned MBE firms
percent (_____ %) for Asian American-owned MBE firms
percent (_____ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
- (c) If waiver requested, MBE Waiver Request Documentation and Forms (MDOT MBE/DBE Form E – Good Faith Efforts Guidance and Documentation) per COMAR 21.11.03.11; and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

**MDOT MBE FORM A
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2**

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. Products and Services Provided by MBE firms

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
page 1 of 3

parts 2 and 3 must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit part 2 with the bid/proposal as required, the bid shall be deemed not responsive or the proposal shall be deemed not susceptible of being selected for award.

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a prime or subcontractor is a certified MBE in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling ONLY ONE of the MBE subgoals for which it can be counted.
6. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
7. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
page 2 of 3

- C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
8. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal and subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
page 3 of 3

GOAL/SUBGOAL PARTICIPATION WORKSHEET

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

GOAL/SUBGOAL WORKSHEET		
MBE Classification	MBE Overall Goal Participation	MBE Subgoal Participation
(A) Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(B) Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(C) Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(D) Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(E) Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
Total MBE Firm Participation (Add total percentages determined for all MBE Firms in each column of the Worksheet)	(F1) _____ %	(F2) _____ %

**MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE**

Page 1 of 2

Parts 2 and 3 must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit part 2 with the bid/proposal as required, the bid shall be deemed not responsive or the proposal shall be deemed not susceptible of being selected for award.

Prime Contractor	Project Description	Solicitation Number
		T-1994-0250

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	Certification Number: (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____ _____	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). B. _____ C. _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS). _____ % Total percentage of Supplies/Products D. _____ E. <u>x</u> _____ 60% (60% Rule) F. _____ G. _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) H. _____ 3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).. I. _____ J. (a) _____ % Total percentage for self-performed items of work in which MBE is certified) K. (b) _____ % (Insert 50% of MBE overall goal) L. (c) _____ % (Insert subgoal for classification checked in Column 2, if applicable) M. Percentages for purposes of calculating achievement of MBE Participation goals: N. ➔ For MBE Overall goal – Use lesser of (a) or (b) O. ➔ For MBE Subgoal – Use lesser of (a) or (c) P. ➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule. Q. _____

CHECK HERE IF CONTINUATION SHEETS ARE ATTACHED.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET
Page 2 of 2

Prime Contractor	Project Description	Solicitation Number
		T-1994-0250

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C. <input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 6 of Part 1 - Instructions	Certification Number: (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____ _____	3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). R. _____ S. _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) 3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products T. _____ U. <u> </u> 60% (60% Rule) V. _____ W. _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any) X. _____ 3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE). Y. _____ Z. (a) _____% Total percentage for self-performed items of work in which MBE is certified) AA. (b) _____% (Insert 50% of MBE overall goal) BB. (c) _____% (Insert subgoal for classification checked in Column 2, if applicable) CC. Percentages for purposes of calculating achievement of MBE Participation goals: DD. ➔ For MBE Overall goal – Use lesser of (a) or (b) EE. ➔ For MBE Subgoal – Use lesser of (a) or (c) FF. ➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.

CHECK HERE IF CONTINUATION SHEETS ARE ATTACHED.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

**Parts 2 and 3 must be included with the bid/proposal
as directed in the invitation to bid/ request for proposals.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form B for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract;
or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF PARTS 2 AND 3 OF MDOT MBE FORM B ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**MDOT MBE FORM C
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:
 - This project does not involve bonding requirements.
 - Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. Please Check One:
 - Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
 - No pre-bid/pre-proposal meeting/conference was held.
 - Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT MBE FORM D

STATE-FUNDED CONTRACTS

MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

Provided that _____ (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. T-1994-0250, such Prime Contractor will enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$ _____ (Total Subcontract Amount) which is ____% (Percent) of the Total Contract Value, for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____ _____	Printed Name and Title: _____ _____	Printed Name and Title: _____ _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

This form is to be completed monthly by the prime contractor.

Attachment D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____
Note: Please number reports in sequence	

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
Phone:	FAX:		

Subcontractor Services Provided:																																					
List all payments made to MBE subcontractor named above during this reporting period: <table border="1"> <thead> <tr> <th></th> <th><u>Invoice#</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Paid:</td> <td>\$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid:	\$ _____		List dates and amounts of any outstanding invoices: <table border="1"> <thead> <tr> <th></th> <th><u>Invoice #</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td>Total Dollars Unpaid:</td> <td>\$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid:	\$ _____	
	<u>Invoice#</u>	<u>Amount</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Paid:	\$ _____																																				
	<u>Invoice #</u>	<u>Amount</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Unpaid:	\$ _____																																				

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
---	---

This form must be completed by
MBE subcontractor

Attachment D-6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																															
MDOT Certification #: _____																															
Contact Person: _____		Email: _____																													
Address: _____																															
City: Baltimore	State: _____	ZIP: _____																													
Phone: _____	FAX: _____																														
Subcontractor Services Provided:																															
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
Total Dollars Paid: \$ _____																															
	<u>Invoice Amt</u>	<u>Date</u>																													
1.																															
2.																															
3.																															
Total Dollars Unpaid: \$ _____																															
Prime Contractor: _____		Contact Person: _____																													

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____
(Required)

MDOT MBE/DBE FORM E – ATTACHMENT 2

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

Part 1 – Guidance for Demonstrating Good Faith Efforts to Meet MBE/DBE Participation Goals

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE)/Disadvantaged Business Enterprise (DBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE/DBE Goal(s) and document its commitments for participation of MBE/DBE Firms, or (2) when it does not meet the MBE/DBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE/DBE Goal(s) – “MBE/DBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s) on a State-funded procurement and the DBE participation goal on a federally-funded procurement.

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE/DBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE/DBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the DBEs identified by the procuring agency during the goal setting process and listed in the federally-funded procurement as available to perform the Identified Items of Work. It also may include additional DBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms or is a State-funded procurement, this term refers to all of the MBE Firms (if State-funded) or DBE Firms (if federally-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE/DBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE/DBE Firms to increase the likelihood that the MBE/DBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE/DBE Firms and should include all reasonably identifiable work opportunities.

MBE/DBE Firms – For State-funded contracts, “MBE/DBE Firms” refers to certified **MBE** Firms. Certified MBE Firms can participate in the State's MBE Program. For federally-funded contracts, “MBE/DBE Firms” refers to certified **DBE** Firms. Certified DBE Firms can participate in the federal DBE Program.

II. Types of Actions MDOT will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE/DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/DBE subcontractors and suppliers, so as to facilitate MBE/DBE participation. The following is a list of types of actions MDOT will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE/DBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE/DBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE/DBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms or DBE Firms, whichever is appropriate, to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE/DBE Firms to increase the likelihood that the MBEDBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE/DBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE/DBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

(a) Certain procurements will include a list of the DBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified DBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those DBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE/DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE/DBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE/DBE Firms, bidders/offerors should reasonably identify the MBE Firms or DBE Firms, whichever is appropriate, that are available to perform the Identified Items of Work.

(b) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified in the appropriate program (MBE for State-funded procurements or DBE for federally-funded procurements)

(c) Any MBE/DBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBE/DBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.

4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and

(c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

D. Negotiate With Interested MBE/DBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE/DBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE/DBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE/DBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE/DBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received by the" bidder/offeror refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a MBE/DBE and one quote from a Non-MBE/DBE.

7. A bidder/offeror shall not reject a MBE/DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE/DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE/DBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE/DBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE/DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE/DBE and Non-MBE/DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets

or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE/DBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Form E, Part 2)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE/DBE Firms in order to increase the likelihood of achieving the stated MBE/DBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C (2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**

2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE/DBE Firms (Complete Good Faith Efforts Form E, Part 4)

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.

2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.
2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number
		T-1994-0250

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.¹ I affirm that I have reviewed the Good Faith Efforts Guidance MBE/DBE Form E. I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of MDOT MBE/DBE Form E are true to the best of my knowledge, information and belief.

 Company Name

 Signature of Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

¹ MBE participation goals and subgoals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have subgoals.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION
PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
MBE/DBE FIRMS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number
		T-1994-0250

Identify those items of work that the bidder/offeror made available to MBE/DBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE/DBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder's/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE/DBE Firms, and the total percentage of the items of work identified for MBE/DBE participation equals or exceeds the percentage MBE/DBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE/DBE Firms, the bidder/offeror should make all of those items of work available to MBE/DBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE/DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE/DBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION
PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number
		T-1994-0250

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeror identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeror used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification _____		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 3 indicates that a MBE/DBE quote was rejected because the bidder/offeror is using a Non-MBE/DBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE/DBE, and if applicable, state the name of the Non-MBE/DBE. Also include the names of all MBE/DBE and Non-MBE/DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE/DBE (Include spec/section number from bid)	Self-performing or Using Non-MBE/DBE (Provide name)	Amount of Non-MBE/DBE Quote	Name of Other Firms who Provided Quotes & Whether MBE/DBE or Non-MBE/DBE	Amount Quoted	Indicate Reason Why MBE/DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE/DBE	\$ _____	_____ <input type="checkbox"/> MBE/DBE <input type="checkbox"/> Non-MBE/DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

REFERENCE ATTACHMENTS

Owings Mills Metro Park and Ride Rehabilitation

T-1994-0250

SUBCONTACTOR UTILIZATION FORM

The attached form is for informational purposes only. It will only have to be completed by the successful bidder on the project. A copy of the form will be sent to the successful bidder along with the contract and Notice of Intent and should be returned to MTA with the other required paperwork within ten (10) days of receipt of the letter.

**Maryland Department of Transportation
Sub-Contractor Utilization Information Form**

Prime Contractor (Name of Firm):	Telephone:	Fax:	E-Mail:
Prime Contractor: (Address-Number, Street, City, State, Zip)			
FEIN Number:	Contract Number:	Contract Amount: (Dollars)	

Sub -Contractor (Name of Firm):	Telephone:	Fax:	E-Mail:
Sub - Contractor: (Address-Number, Street, City, State, Zip)			
FEIN Number:	MDOT-MBE Certified (y/n): If yes, give MDOT Cert.#	Annual Gross Income:	
List Years in Business:	List Description of Service You Provide:		

Sub -Contractor (Name of Firm):	Telephone:	Fax:	E-Mail:
Sub - Contractor: (Address-Number, Street, City, State, Zip)			
FEIN Number:	MDOT-MBE Certified (y/n): If yes, give MDOT Cert.#	Annual Gross Income:	
List Years in Business:	List Description of Service You Provide:		

Sub -Contractor (Name of Firm):	Telephone:	Fax:	E-Mail:
Sub - Contractor: (Address-Number, Street, City, State, Zip)			
FEIN Number:	MDOT-MBE Certified (y/n): If yes, give MDOT Cert.#	Annual Gross Income:	
List Years in Business:	List Description of Service You Provide:		

NOTE: Please copy this sheet if additional sub-contractors are used.

**STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
CONTRACT AGREEMENT
FOR**

Owings Mills Metro Park and Ride Rehabilitation

CONTRACT NO. T-1994-0250

CONTRACTOR:

DATE: _____
To Be Filled in by the Administration

THIS CONTRACT, made and entered into as of the above date by and between the MARYLAND TRANSIT ADMINISTRATION (“MTA”), a modal agency of the Maryland Department of Transportation acting for and on behalf of the State of Maryland, and _____ (hereinafter called “Contractor”).

The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT U.S. Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as MTA deems appropriate.

The Contractor and each subcontractor shall pay employee health care expenses as required by State Finance and Procurement Article, Title 17, Subtitle 8, Annotated Code of Maryland. If the Contractor fails to submit records required under this section within a reasonable period of time, the procurement officer may void the contract.

Contractor covenants and agrees to perform all obligations of Contractor set forth in this Contract and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Contract are hereinafter called "Contract Documents". In the event of any discrepancy or dispute between this Contract and the Contract Documents, the terms of the Contract shall govern. If there is any conflict among the Contract Documents, the following order of precedence shall govern:

- Contract Affidavit executed by the Contractor on date.
- Bid Affidavit on date.
- Addendum No. 1 to MDOT MTA Supplementary General Provisions for Construction Contracts, State funded Projects
- Supplementary General Provisions for Construction Contracts, State funded Projects
- Addendum No. 1 to General Provisions for Construction Contracts
- MTA General Provisions for Construction Contracts

- IFB No. T-1994-0250, with Addenda, including Contract Specifications Book, Special Provisions, and Contract Drawings
- Bid dated date.

PERIOD OF PERFORMANCE: # Days. Calendar Days from Notice to Proceed (NTP)

LIQUIDATED DAMAGES: In the event that the Contractor fails to complete the specified work within the specified number of days after NTP, with the exception of extensions granted by change order, liquidated damages in the amount of \$ \$\$\$ per calendar day will be assessed pursuant to MTA General Provisions for Construction Contracts, GP-8.09, and the Contract Documents for each calendar day the completion of the specified work is delayed. The Administration may deduct the sum of liquidated damages from any monies due or that may become due to the Contractor under the Contract, or if such monies are insufficient, the Contractor or sureties thereof shall pay to the Administration any deficiency within 30 calendar days.

MBE Liquidated Damages Provision: This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$25.87 per day** until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$90.54 per MBE subcontractor**.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

COMPENSATION:

In consideration of the faithful performance of all of Contractor obligations hereunder, the Administration shall pay to Contractor the compensation specified in T-1994-0250. Bid Form.

Aggregate Contract Amount Not to Exceed: \$Funding Amount.

PAYMENT OF EMPLOYEE HEALTH CARE EXPENSES: The Contractor and each subcontractor shall pay employee health care expenses as required by State Finance and Procurement Article, Title 17, Subtitle 8, Annotated Code of Maryland. If the Contractor fails to submit records required under this section within a reasonable period of time, the procurement officer may void the contract.

ADDRESSES:

Contractor:

Baltimore, Maryland 21202-1614

Administration:

Md. Department of Transportation
Maryland Transit Administration
6 St. Paul Street

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.
WITNESS: .

BY: _____

(Federal Tax ID Number)

BY: _____

(Signature)

(Printed Name)

TITLE: _____

DATE: _____

WITNESS:

MARYLAND TRANSIT ADMINISTRATION

BY: _____

BY: _____

(Signature)

(Printed Name)

TITLE: _____

DATE: _____

Approved as to Form and Legal Sufficiency:

Assistant Attorney General

APPROVED BY BOARD OF PUBLIC WORKS

Date: _____ Item No: _____

Attachment N. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
I FURTHER AFFIRM THAT:**

- The business named above is a (check applicable box):
- (1) Corporation - domestic or foreign;
 - (2) Limited Liability Company - domestic or foreign;
 - (3) Partnership - domestic or foreign;
 - (4) Statutory Trust - domestic or foreign;
 - (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

**C. FINANCIAL DISCLOSURE AFFIRMATION
I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION
I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate

for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

DRUG AND ALCOHOL FREE WORKPLACE (Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- 1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- 2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

Attachment I. Non-Disclosure Agreement (Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through _____ (Issuing Agency Name) (the “Department” or “Agency” or “Authority” or “Commission”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for _____ (Solicitation Title) Solicitation # _____; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h) and Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Contractor shall provide copies of such agreements to the State. The names of such personnel are attached hereto and made a part hereof as Attachment I-2. Contractor shall update Attachment I-2 by adding additional names (whether Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. The Contractor shall, at its own expense, return to the State all Confidential Information in its care, custody, control or possession upon request of the State or on termination of the Contract.

7. A breach of this Agreement by the Contractor or the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

Department: _____

By:
(seal) _____

By:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**I-3 NON-DISCLOSURE AGREEMENT
CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF
CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

Surety Bond Assistance Program

Small businesses may qualify for assistance in obtaining bid, performance and payment bonds through the Maryland Small Business Development Financing Authority (MSBDF). MSBDF can directly issue bid, performance or payment bonds up to \$5 million. MSBDF may also guarantee up to 90% of a surety's losses resulting from a contractor's breach of a bid, performance or payment bond or \$1,350,000, whichever is less. Bonds issued directly by the MSBDF Surety Bond Program (Program) will remain in effect for the term of the contract. Bond guarantees will remain in effect for the term of the bond.

To be eligible for bonding assistance, an applicant must:

1. Have its principal place of business in Maryland or be a Maryland resident;
2. First be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bonding application to MSBDF;
3. Employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually;
4. Not subcontract more than 75 percent of the work;
5. Have good moral character and a history of financial responsibility;
6. Demonstrate that the contract will have a substantial economic impact; and
7. Never have defaulted on any loan or financial assistance made or guaranteed by MSBDF.

Applicants are encouraged to apply for assistance under the Program through their respective bonding agents. Questions regarding the bonding assistance program should be referred to:

Maryland Small Business Development Financing Authority
c/o Meridian Management Group, Inc.
826 East Baltimore Street
Baltimore, Maryland 21202
Phone 410-333-2548
Fax: 410-333-2552
Email: mmgdeal@mmggroup.com

STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION

PAYMENT BOND

Principal	Business Address of Principal
<u>Name of Surety:</u> A corporation of the State of _____ and authorized to do business in the State of Maryland	
PENAL SUM OF THIS PAYMENT BOND (express in words and figures)	DESCRIPTION OF CONTRACT Contract Number: Contract Name or Description:
DATE OF BOND (Shall be no later than date on Contract)	DATE OF CONTRACT (To be filled in by the Adm.)
OBLIGEE State of Maryland by and through the following Administration acting for the Maryland Department of Transportation:	
MARYLAND TRANSIT ADMINISTRATION	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, who has not been in full pay, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal
Witness: _____ as to _____(SEAL)

In Presence of: Co-Partnership Principal
Witness: _____(SEAL)
(Name of Co-Partnership)

_____ By: _____(SEAL)
_____ as to _____(SEAL)
_____ as to _____(SEAL)

Corporate Principal

(Name of Corporation)

Attest:

AFFIX

By: _____ CORPORATE

Corporate Secretary

President

SEAL

(Surety)

AFFIX

Attest: (SEAL)

By: _____ CORPORATE

SEAL

Title _____

Signature

Bonding Agent's Name: _____

(Business Address of Surety)

Agent's Address _____

Approved as to legal form and sufficiency this
_____ day of _____ 20 __

Asst. Attorney General

STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION
PERFORMANCE BOND

Principal	Business Address of Principal
Name of Surety A corporation of the State of _____ and authorized to do business in the State of Maryland	
PENAL SUM OF THIS PERFORMANCE BOND (express in words and figures)	DESCRIPTION OF CONTRACT Contract Number: Contract Name or Description:
DATE OF BOND (Shall be no later than Date on Contract)	DATE OF CONTRACT (To be filled in by the Adm.)
OBLIGEE	
STATE OF MARYLAND By and through the following Administration acting for the Maryland Department of Transportation: <div style="text-align: center; margin-top: 20px;">MARYLAND TRANSIT ADMINISTRATION</div>	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:

Individual Principal

Witness:

_____ as to

_____ (SEAL)

In Presence of:

Co-Partnership Principal

Witness:

_____ (SEAL)

(Name of Co-Partnership)

_____ as to

By: _____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

_____ (SEAL)

Attest:

Corporate Principal

_____ (Name of Corporation)

AFFIX

_____ as to

By: _____

CORPORATE

Corporate Secretary

President

SEAL

(Surety)

AFFIX

Attest:

By: _____

CORPORATE

(SEAL)

SEAL

Signature

Title _____

Bonding Agent's Name: _____

_____ (Business Address of Surety)

Agent's Address

Approved as to legal form and sufficiency this

_____ day of _____ 20__

Asst. Attorney General

PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER

Every solicitation for a contract expected to exceed \$200,000 is required to contain the following provision:

The Bidder agrees to accept payments by electronic funds transfer unless the State Comptrollers Office grants an exemption. The selected Bidder shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for an exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

Once a contractor registers to receive payments electronically, all State payments to the contractor (including payments under other State contracts regardless of value) will be disbursed via electronic funds transfer.

I am authorized by * _____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

.....

State Treasure's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

COT/GAD X-10

Maryland Transit Administration

Owner Controlled Insurance Program Two (OCIP 2)



Maryland Transit Administration
1515 Washington Boulevard
Baltimore, MD 21230

This Manual is a contract document

OCIP OVERVIEW

OCIP OVERVIEW2
 ABOUT THIS MANUAL2
 What This Manual Does2
 What this Manual Does NOT Do2
OCIP PROJECT DIRECTORY3
PROJECT DEFINITIONS4
OCIP INSURANCE COVERAGE6
 EXCLUDED PARTIES6
 OCIP EVIDENCE OF COVERAGE6
 DESCRIPTION OF OCIP COVERAGES6
CONTRACTOR REQUIRED COVERAGE.....9
 VERIFICATION OF REQUIRED COVERAGES9
 CONTRACTOR MAINTAINED COVERAGES9
 SAMPLE COI – EXAMPLE12
 HOW TO UPLOAD A DOCUMENT (CERTIFICATE OF INSURANCE)13
CONTRACTOR RESPONSIBILITIES13
 CONTRACTOR BIDS14
 IDENTIFYING TRADE CONTRACTOR INSURANCE COSTS14
 ENROLLMENT15
 HOW TO ACCESS THE AONWRAP APPLICATION15
 HOW TO LOGIN15
 NOTICE OF AWARD – NOTIFICATION OF CONTRACTOR TO AON16
 ASSIGNMENT OF PREMIUMS16
 PAYROLL REPORTS16
 CHANGE ORDER PROCEDURES17
 INSURANCE COMPANY PAYROLL AUDIT17
 CLOSEOUT AND AUDIT PROCEDURES17
 OCIP TERMINATION OR MODIFICATION18
 NEED ASSISTANCE WITH AONWRAP OR OCIP FORMS COMPLETION?18
ON-SITE CLAIM PROCEDURES19
 GENERAL PROCEDURES19
 INVESTIGATION ASSISTANCE19
 WORKER’S COMPENSATION CLAIMS23
 RETURN TO WORK PROGRAM – TEMPORARY ALTERNATIVE POSITION27
 SAMPLE OFFER OF TEMPORARY ALTERNATIVE POSITION LETTER28
 LIABILITY CLAIMS28
 BUILDER’S RISK CLAIMS32
 AUTOMOBILE CLAIMS34
 POLLUTION CLAIMS34
 LOSS RUNS34
OCIP FORMS35
 BIDDING CHECKLIST35
 FORM 336

OCIP Manual - Overview

Welcome to the Maryland Transit Administration Owner Controlled Insurance Program (OCIP)

Each Contractor of any tier is required to bid **per the instructions outlined in Contractor Responsibilities** section of this manual. Maryland Transit Administration may modify this bidding and insurance cost identification as necessary based on the specific contract requirements. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the OCIP coverage provided under this Program for onsite activities and the related costs.

NOTE: Insurance coverages and limits provided under the OCIP are limited in scope and are specific to work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

About This Manual

Maryland Transit Administration and Aon Risk Services (Aon) prepared the Insurance Manual. Maryland Transit Administration is the **Sponsor** for this OCIP. Aon is the **OCIP Administrator** for this OCIP. The manual is designed to identify, define and assign responsibilities for the administration of the OCIP for this project.

What This Manual Does

This Manual:

- Generally describes the structure of the OCIP
- Identifies responsibilities of the various parties involved in the Project
- Provides a *basic* description of OCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP

What this Manual Does NOT Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages and exclusions
- Provide answers to specific claims questions

Refer questions concerning the OCIP, its administration or coverages to the appropriate party identified in the Project Directory, in Section 2.

DISCLAIMER:

The information in this manual is intended to outline the OCIP insurance coverages and Contractor responsibilities. In the event any provision of the Insurance Manual or the Contract Documents conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

OCIPProject Directory

<p>OCIP Program Administrator Aon Construction & Infrastructure Group 1120 20th St., NW, Suite 600 Washington, DC 20036</p>	
<p align="center">Works with Subcontractors: Jordan Castle, Wrap-Up Specialist</p> <p align="center">Wrap-Up Hotline: 866-243-8266 Ext 2</p> <p align="center">Wrap-Up Fax Number: 800-363-6695</p> <p align="center">Wrap-Up Email: ACS.Construction@Aon.com</p> <p>SUBJECT LINE: #570000032077/Maryland Transit Administration/Project Number/Project Name</p>	
<p>Program Manager Ellen Rowan</p>	<p>Cell: 301-928-1933 E-mail: ellen.rowan@aon.com</p>
<p>Program Administrator Cesar Gomez</p>	<p>Telephone: 617-210-4974 E-mail: cesar.gomez@aon.com</p>
<p>Claims Bob Martin</p>	<p>Cell: 774-601-3627 E-mail: bob.martin@aon.com</p>
<p>Risk Control Bob Jones</p>	<p>Cell: 917-475-8446 E-mail: robert.s.jones@aon.com</p>
<p>MFL Loss Control Consultant TBD</p>	<p>Cell: TBD E-mail: TBD</p>
<p>MFL Loss Control Consultant TBD</p>	<p>Cell: TBD E-mail: TBD</p>
<p>Maryland Transit Administration 1515 Washington Boulevard Baltimore, MD 21230</p>	
<p>Sharyn Malachi Senior Risk Analyst</p>	<p>Telephone: 770-527-1287 E-mail: smalachi@mdot.maryland.gov</p>
<p>Safety Engineer Doy Miller</p>	<p>Telephone: 410-454-7295 E-mail: dmiller6@mdot.maryland.gov</p>
<p>Claims Management Solutions Karen Treciak</p>	<p>Telephone: 410-404-3127 E-mail: ktreciak@cms-na.com</p>

Project Definitions

TERM	DEFINITION
AONWRAP	<p>Aon’s RMIS system that manages all information for the Maryland Transit Administration OCIP for administrative NCCI purposes. All Contractors are required to enter their payroll reports and notices of work completion and monitor their subcontractors via the <i>AonWrap</i> web at https://www.aonwrap.aon.com</p> <p>Please contact the Aon Program Administrator to obtain a secured user ID.</p>
AONWRAP WEBSITE	https://www.aonwrap.aon.com
OCIP INSURER:	The insurance company(ies) named on a policy or certificate of insurance providing coverage for the OCIP.
OCIP PROGRAM ADMINISTRATOR:	1120 20th St., NW, Suite 600 Washington, DC 20036
OCIP SPONSOR:	Maryland Transit Administration 1515 Washington Boulevard Baltimore, MD 21230
OCIP:	A “OCIP” or Owner Controlled Insurance Program is a coordinated insurance program providing certain coverages, as defined herein, for Maryland Transit Administration and eligible Enrolled Parties performing Work at the Project Site.
CERTIFICATE OF INSURANCE:	A document providing evidence of existing coverage for a particular insurance policy or policies.
ELIGIBLE PARTIES/ELIGIBLE CONTRACTORS OF ANY TIER	Parties performing labor or services at the Project Site who are eligible to enroll in the OCIP unless an Excluded Party.
ENROLLED PARTIES/ENROLLED CONTRACTORS	Those Eligible Contractors of any tier who have submitted all necessary enrollment information and evidenced by a Welcome Letter and Certificate of Insurance from the OCIP Administrator.
EXCLUDED PARTIES/EXCLUDED CONTRACTORS OF ANY TIER:	<p>At the discretion of Maryland Transit Administration, or subject to State Regulations or policy conditions, the following parties will be excluded from the OCIP. Excluded parties will receive confirmation from the OCIP Administrator confirming their status prior to starting work on the project site.</p> <ol style="list-style-type: none"> (1) Hazardous materials remediation, removal and/or transport companies and their consultants; (2) Any Contractor performing Structural Demolition via blasting or wrecking ball; (3) Architects, engineers, all testing firms, including soil testing engineers and their consultants; (4) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup,

OCIP PROJECT DEFINITIONS

TERM	DEFINITION
	<p>deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site;</p> <p>(5) Contractors, and any of their respective Subcontractors, who do not come to the Project Site;</p> <p>(6) Any parties or entities specifically designated by Maryland Transit Administration at its sole discretion, may be enrolled or excluded, even if otherwise eligible.</p>
<p>PROFESSIONAL EMPLOYER ORGANIZATION (AKA “PEO”; EMPLOYEE LEASING COMPANY; OUTSOURCED EMPLOYEE MANAGEMENT COMPANY; EMPLOYEE LEASING FIRM)</p>	<p>A professional employer organization (PEO) is a firm that provides a service under which an employer can outsource employee management tasks, such as employee benefits, payroll and workers' compensation, recruiting, risk/safety management, and training and development.</p>
<p>PROJECT SITE:</p>	<p>Generally defined as the “project location” (more fully identified in the Contract/Subcontract) and adjacent or nearby areas where incidental operations are performed excluding permanent locations of any insured party.</p>
<p>SUBCONTRACT:</p>	<p>A written or oral agreement between the Maryland Transit Administration / Contractor and Subcontractors of any tier.</p>
<p>CONTRACTOR:</p>	<p>Includes only those persons, firms, joint venture entities, corporations, or other parties that enter into a Contract with Maryland Transit Administration or its Contractor or Subcontractors of any tier to perform Work at the Project Site. Generically referred to as “Contractor”.</p>
<p>WELCOME LETTER:</p>	<p>A document issued by the OCIP Administrator, which confirms enrollment of the applicant into the OCIP.</p>
<p>WORK:</p>	<p>Operations, as fully described in the Subcontract, performed at the Project Site.</p>

OCIP Insurance Coverage

Excluded Parties

Excluded Parties are not granted any insurance coverage under the OCIP. Excluded Parties must meet the insurance requirements established in the subcontract and provide evidence of coverage to OCIP Administrator.

OCIP Evidence of Coverage

Each Enrolled Party will be issued an individual workers' compensation policy provided by the OCIP primary insurer. The OCIP Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability, and excess liability to each Enrolled Party, each of who will be added as an Additional Named Insured to the OCIP General Liability insurance policy. The Insurance Carrier will furnish other documents including claim forms, posting notices, etc., to each Enrolled Party. Copies of the General Liability policy will be available for review at Maryland Transit Administration's offices upon written request.

Description of OCIP Coverages

The following descriptions on these pages provide a summary of coverages ONLY. Contractors should refer to the policies for actual terms, conditions, exclusions and limitations.

Maryland Transit Administration will furnish the following coverages for the benefit of all Enrolled Parties performing Work at the Project Site.

Workers' Compensation and Employer's Liability

Coverage: Statutory limits required by the Workers' Compensation laws of the applicable jurisdiction, excluding monopolistic states, with Employer's Liability. A separate worker' compensation policy will be issued to each enrolled Party.

Part One - Workers' Compensation:	Statutory Limit
Part Two - Employer's Liability:	<u>Annual Limits Per Enrolled Party</u>
Bodily Injury by Accident, each accident	\$ 1,000,000
Bodily Injury by Disease, each employee	\$ 1,000,000
Bodily Injury by Disease, policy limit	\$ 1,000,000

This policy does **not** cover offsite operations.

Commercial General Liability

Coverage: Third Party Bodily Injury and Property Damage Liability. A single general liability policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds

	<u>Limits of Liability Shared by All Enrolled Parties</u>
General Aggregate (per Project)	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal/Advertising Injury Each Occurrence	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Damage to Premises Rented to You	\$ 500,000
Medical Expense – Any One Person	\$ 10,000

- Limitation of Coverage to Designated Premises or Project
- Ten (10) Year Products/Completed Operations Extension (single, non-reinstated aggregate limit applies to extension period)
- Waiver of Transfer of Rights to Recover against Others where required by an "Insured Contract" and as evidenced by a Certificate of Insurance on file with the CIP Administrator

OCIP INSURANCE COVERAGE

Excess Liability

Coverage: Excess over primary Third Party Bodily Injury and Property Damage General Liability. A single excess liability policy will be issued for all Enrolled Parties.

	<u>Limits of Liability Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$ 50,000,000
Aggregate Limit (Annual Limit during Premises Period)	\$ 50,000,000

- Excess Coverage is over Commercial General Liability (IF APPLICABLE: Employers Liability, Auto Liability)
- A master Excess Liability policy will be issued for all Enrolled Parties as named Insureds and is available for review upon request.
- The Excess Liability policy will follow terms, conditions and exclusions of the underlying General Liability unless defined differently in the Excess Policy.

Builder's Risk

Coverage pays for direct losses to buildings or other property during construction (repair or replacement of property) and limited indirect losses arising out of a covered loss. The policy applies to:

- All work at the Job Site including labor and materials to be incorporated into the work;
- Materials adequately protected and stored at the Job Site that will be incorporated into the work.

A blanket policy limit provides "All Risks" of direct physical loss or damage, subject to policy exclusions, on each occurrence. The policy limits and sub-limits are as listed below. Limits of Liability are shared by All Enrolled Parties.

This coverage provides, but is not limited to:

- \$75,000,000 Loss Limit (Total limit of coverage), subject to sub-limits of:
 - 75,000,000 Physical Damage to Project per Occurrence
 - Delay in Opening Coverage
 - \$1,000,000 Property in Transit per Conveyance
 - \$1,000,000 Offsite Temporary Storage per Occurrence
 - \$2,500,000; whichever is less Expediting and Extra Expense per Occurrence
 - \$2,500,000; whichever is less Debris Removal per Occurrence
 - \$100,000 Trees, Shrubs, Plants and Landscaping per Occurrence
 - \$500,000 Protection Service Charges
 - \$100,000 Fire Protective Equipment Recharge
 - \$500,000 Valuable Papers and Records
 - \$100,000 Claim Preparation Expenses
 - \$100,000 Protection for Insured Property Pre-Loss
 - \$100,000 Architect and Engineer Fees
 - \$2,500,000 Building Ordinance or Law
 - Testing Coverage
 - \$10,000 Business Personal Property
 - Named Windstorm Coverage
 - Delay in Completion/Soft Costs
 - \$100,000 Loss Adjustment Expenses
 - \$250,000 Errors and Omissions
 - \$75,000,000 annual aggregate for earth movement
 - Annual aggregate for flood – see terms & conditions
 - \$100,000 Pollution or Contamination Cleanup
 - \$100,000 Limited Coverage for Fungus, Wet Rot, Dry Rot or Bacteria

Enrolled Parties (to the extent required by contract or subcontract) are Additional Named Insureds.

OCIP INSURANCE COVERAGE

- Includes coverage for the insured's property under construction, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the project. Coverage provides protection against risk of direct physical loss or damage subject to policy conditions and exclusions.

Contractor's Pollution Liability

This policy applies to all enrolled Contractors working at the Job Site. Maryland Transit Administration notifies the carrier by providing the insurance company with a list and description of each construction project along with the total project budget.

	<u>Limits of Liability Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$ 5,000,000
Annual General Aggregate Limit	\$ 10,000,000

Coverage: policy provides coverage for on-site cleanups, as well as off-site cleanups related to on-site remediation in the event the enrolled Contractor is negligent and exacerbates the existing pollution condition. This policy also provides coverage for third-party claims alleging bodily injury, property damage, or cleanup costs arising from the construction activities associated with the designated projects.

- Ten (10) years Completed operations coverage for all Enrolled Parties.

Railroad Protective Liability

This policy applies to all enrolled Contractors working at the Job Site. Maryland Transit Administration notifies the carrier by providing the insurance company with a list and description of each construction project along with the total project budget.

	<u>Limits of Liability Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$ 5,000,000
Policy Term Aggregate Limit	\$ 10,000,000

Coverage: This policy provides coverage for bodily injury, property damage, or physical damage to property or any combination of all three for all enrolled contractors within fifty (50) feet of railroad arising from the construction activities associated with the designated projects.

- Physical damage to property means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control.

The policy contains exclusions. Silica, Absolute Asbestos, Nuclear Energy Liability

Property of Contractor and Subcontractors

Contractors of any tier are advised to arrange their own insurance for rented, owned, leased or borrowed equipment and materials not intended for inclusion in the Project. The Maryland Transit Administration OCIP will not cover Contractor's or Subcontractor's property.

SUBCONTRACTOR RESPONSIBILITIES

Contractor Required Coverage

Contractors and all Subcontractors are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the OCIP. All Certificates of Insurance must be submitted to the OCIP Administrator prior to Mobilization.

Contractors of any tier are required to maintain insurance coverage for the duration of the Subcontract that protects Maryland Transit Administration from liabilities and provide Maryland Transit Administration with evidence of such coverage via a copy of a Certificate of Insurance. Please refer to your contract for details.

These liabilities may arise from the Contractor's or Subcontractors' operations performed away from the Project Site, from coverages not provided by the OCIP, or from operations performed by Excluded Parties. The OCIP places all Contractors into one of two main categories: Enrolled Parties or Excluded Parties.

Enrolled Parties are to provide evidence of Workers' Compensation, General Liability and Excess/Umbrella Liability insurance for *offsite activities* and Automobile Liability and any other insurance as per the insurance specifications for both onsite and offsite activities in the Subcontract.

Excluded Parties must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability, and any other insurance as per the insurance specifications in the subcontract for all activities including **both onsite and offsite** activities as per the insurance specifications in the Subcontract.

Verification of Required Coverages

Contractors shall provide verification of insurance to the AON OCIP Administrator prior to mobilization and within five (5) days of any renewal, change or replacement of coverage. A sample of an acceptable certificate of insurance is provided in Section 8 (Forms). Please note that Contractors required insurance coverages must include waivers of subrogation and additional insured statuses as noted here and in the contract. Note the contractual requirement that the Contractor must provide the Maryland Transit Administration advance written notice of at least sixty (60) days in case of cancellation, material change in policy terms or coverage non-renewal.

The limits of liability shown for the insurance required of the Contractors are minimum limits only and are not intended to restrict the liability imposed on the Contractors for work performed under their Contract.

If a Contractor is terminated under the OCIP for the portion of the project put to its intended use, or where a temporary or permanent certificate of occupancy is issued, but remains on-site for non-OCIP site work, the Contractor will be considered "Excluded" and must provide the tiered coverage enumerated herein for Excluded Contractors. Any exceptions will be at the sole discretion of the Maryland Transit Administration Risk Management Department.

Contractor Maintained Coverages

Workers' Compensation and Employer's Liability (Enrolled & Excluded)

Part One –

Statutory Limit for the State of Maryland

Part Two –

Annual Limits

Bodily Injury by Accident, each Accident:
Bodily Injury by Disease, each employee:
Bodily Injury by Disease, policy limit:

Employer's Liability Limits

\$ 500,000
\$ 500,000
\$ 500,000

SUBCONTRACTOR RESPONSIBILITIES

Commercial General Liability (Enrolled & Excluded)

	<u>Limits of Liability</u>
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal/Advertising Injury Aggregate	\$ 1,000,000
Each Occurrence Limit	\$ 2,000,000
<ul style="list-style-type: none">Coverage must be on an Occurrence form and applies to bodily injury and property damage for operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations.	

Excess/Umbrella Liability (Enrolled & Excluded)

	<u>Limits of Liability</u>
Each Occurrence Limit	\$ 5,000,000

Automobile Liability (Enrolled & Excluded)

	<u>Limits of Liability</u>
Combined Single Limit	\$ 1,000,000
Bodily Injury and Property Damage	
<ul style="list-style-type: none">Commercial Business Auto Policy covering all owned, hired and non-owned automobiles, trucks and trailers.Coverage will apply both at and away from the Job Site.	

Property Insurance (Enrolled & Excluded)

Contractors and subcontractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Job Site or "in transit." Contractors and subcontractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Job Site, Contractor tools and equipment, scaffolding and temporary structures.

Watercraft and Aircraft Liability (Enrolled & Excluded)

If required by the contract, the operator of any watercraft or aircraft of any kind used in the Work must maintain liability insurance naming the Maryland Transit Administration and the respective Contractor and/or subcontractor as an additional insured with primary and non-contributory wording. In addition, the limit of liability must be satisfactory to Maryland Transit Administration.

Pollution Liability (Enrolled & Excluded)

If required by the contract, contractors and subcontractors with work involved in the removal or treatment of hazardous materials will provide and maintain Contractors' Pollution Liability insurance. Such coverage will specifically schedule the type of work defined in the Contract. For the Limits of liability for Contractor's Pollution Liability Insurance please refer to the insurance clause in your contract.

Professional Liability (Enrolled & Excluded)

If required by the contract, for architects, engineers, surveyors, planners, consultants and other related professionals. For the Limits of liability for Professional Liability Insurance please refer to the insurance clause in your contract.

Insurance Certificates (For enrolled Contractors and those excluded from the OCIP)

All Contractors shall provide a valid and properly executed certificate of insurance citing the coverage required for Enrolled Contractors and Excluded Contractors to the Aon OCIP Administrator before performing any work. Applicable policies must be written through an insurance company possessing a rating not less than A-VII or higher established by the A.M. Best Company. Note the contractual requirement that the Contractor must provide the Maryland Transit Administration advance written notice of at least sixty (60) days in case of cancellation, material change in policy terms or coverage non-renewal.

SUBCONTRACTOR RESPONSIBILITIES

Note: Contractor's Automobile Liability, General Liability and Excess/Umbrella Liability Policies must name the Maryland Transit Administration, its officials, employees and agents and any wholly owned subsidiaries as additional insureds and must state that coverage is afforded on a primary and non-contributory basis.

The Resident Engineers and Area Managers of Maryland Transit Administration have the right to stop work or prevent any non-enrolled Contractor or subcontractor of any tier from entering the Job Site until the Contractor's certificate has been filed. Denial of site access for this reason will not be accepted as the basis for a delay claim.

Waivers of Subrogation

All Contractors and subcontractors of any tier agree to waive all rights of subrogation against each other and the Maryland Transit Administration, its officers, agents, employees and any of its insurers regarding any insured loss, whether the insurance is provided by the OCIP or purchased by the Contractor for the project.

Contractors and subcontractors of any tier must agree that this waiver applies to its insurers, including any insurance policies covering physical loss or damage to owned, non-owned, or leased machinery, watercraft, vehicles, tools, or equipment.

The Maryland Transit Administration shall waive all rights of subrogation against the Contractors and subcontractors of any tier as respects any insured loss covered under the OCIP for those enrolled Contractors and subcontractors.

Note: Contractor's Workers' Compensation & Employer's Liability, General Liability, Automobile Liability, Excess/Umbrella Liability and Property insurers shall provide Waiver of Subrogation in favor of Maryland Transit Administration.

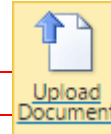
Additional Insured Wording:

Maryland Transit Administration, its officials, employees and agents and any other wholly owned subsidiaries as Additional Insureds on Commercial General Liability, Auto Liability, Umbrella or Excess Liability as respects claims or liabilities arising from, or connected with Contractor's work, operations, and completed operations. Coverage is primary and non-contributory. Waiver of Subrogation applies in favor of Additional Insureds on all policies.

SUBCONTRACTOR RESPONSIBILITIES

How to Upload a Document (Certificate of Insurance)

1. Navigate to the contract and Click Upload Document
2. You can upload any of the following document “types”



FILE TYPE	EXTENSION
Text Files	.txt
Worksheets	.xls, .xlsx, .wrk, .wls
Web	.htm, .html
Images	.jpg, .gif, .bmp, .tif, .png
Compressed Files	.zip, .rar
PDF Files	.pdf
Word Files	.doc, .docx
Presentations	.ppt, .pptx

1. Your document NAME cannot contain any of the following characters # ~ % & { }
2. Select the Document Type and add a description – then click on Save & Close

Contractors are responsible for monitoring their Subcontractor’s Certificates of Insurance. Maryland Transit Administration reserves the right to disapprove the use of Subcontractors unable to meet the insurance requirements or who do not meet other Maryland Transit Administration policy requirements.

The limits of liability shown for the insurance required of the Contractors of any tier are minimum limits only and are not intended to restrict the liability imposed on the Contractor’s or Subcontractors for work performed under their subcontract. Please refer to your subcontract for details.

Contractor Responsibilities

The Contractor and its Subcontractors are required to cooperate with Maryland Transit Administration and the OCIP Administrator in all aspects of OCIP operation and administration. Throughout the course of the OCIP, all parties will be responsible for reporting and maintaining certain records as outlined in this section.

The responsibilities include, but are not limited to:

- Complying with the provisions of the OCIP Manual and cooperating in the administration and operation of the OCIP
- Identifying and removing from your bid the cost of OCIP-provided insurance
- Providing each subcontractor with a copy of the OCIP Insurance Manual and the Maryland Transit Administration Construction Safety Manual
- Enrolling in the OCIP and assuring all subcontractors promptly enroll in the OCIP prior to the start of any work
- Including OCIP provisions in all subcontracts as appropriate
- Providing timely evidence of insurance to the OCIP Administrator
- Notifying the OCIP Administrator of all subcontracts awarded
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim and safety procedures
- Reporting claims promptly and cooperating with all follow-up requests
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal of Contractor-required insurance
- Posting the “Workers’ Compensation Law Compliance Notification” and an “In Case of Work Related Accident” notice in the work area or construction trailer

SUBCONTRACTOR RESPONSIBILITIES

- Complying with the Maryland Transit Administration's Construction Safety Manual and all other contractual safety and loss control requirements

Contractor Bids

Maryland Transit Administration provides Workers' Compensation, General Liability and Excess Liability insurance for all Enrolled Parties under the OCIP for Work performed at the Project Site. The section below, "Identifying Contractor and Subcontractor Insurance Costs" describes the procedures for bidding.

Identifying Trade Contractor Insurance Costs

Each subcontractor is required to exclude from its bid its normal cost for the insurance coverages that are provided under the OCIP program (including sub-subcontracted work whether or not the sub- subcontractor is identified at the time of the bid). All insurance costs will be removed from each subcontractor's subcontract and labor rates/hourly wages. Each subcontractor is also required to provide an "insurance add alternate bid", specifying the additional cost for the subcontractor to provide insurance for the Project as if the OCIP Insurance coverages were not provided ("Subcontractor Insurance Cost"). OWNER may modify this bidding and insurance cost identification as necessary by the specific project requirements.

To aid in identifying its subcontractor Insurance Costs, every subcontractor is required to submit with its insurance add alternate bid a completed **Insurance Cost Worksheet** (Aon Form-1a) along with copies of the following, along with the charge normally included for each of the following lines of insurance coverage.

- Workers' Compensation declarations page and rating pages
- General Liability declarations page and rating pages
- Umbrella or Excess declarations page and rating pages
- Experience modification worksheet
- **Labor Rates Form** (for wage build-up) sheets, including all renewals

Please Note: Any form that is completed should only contain information on your self-performed work. Each of your sub-subcontractors is required to complete and submit the same forms for their own self-performed work.

The Aon Form 1a details the Insurance Costs for each subcontractor's own insurance program. Estimated unburdened payroll (payroll without benefits and overtime), and projected subcontract amount are also captured on the Aon Form 1a. This information, along with the insurance documentation outlined below, is used by Aon to verify the adequacy of the submitted subcontractor Insurance Costs and establish the Verified Blended Payroll Rate.

A minimum of 15% for Profit and Overhead will be included in the Insurance Cost. In the event of a "flat" excess policy for a subcontractor or sub-subcontractor, OWNER or the OCIP Administrator will calculate a rate (or back into a rate) based upon information provided. If the subcontractor is self-insured, or carries any deductible for its Workers' Compensation and/or General Liability program, then the following must also be provided along with the Aon Form 1a:

- Copies of deductible page(s) from the policy in question or copy of the "plan documents", copy of the self-insured "rating" page or plan agreement, or 5 years

SUBCONTRACTOR RESPONSIBILITIES

- of past dividend calculations
- 5 Years of loss history
- 5 Years of annually audited payroll

The information provided will be used by OWNER or the OCIP Administrator to develop the self-insured or

SUBCONTRACTOR RESPONSIBILITIES

deductible “loss fund” or verify the dividend credit. In the event the requested information is not provided, OWNER or its OCIP Administrator may disallow the deductible, self-insured retention or dividend credit from the verified blended payroll rate calculation; or the deductible amount will be added to the development of the verified blended payroll rate calculation.

In those instances where the Aon Form 1a is not completed correctly; or are not specific to the scope of work; or the scope of work has changed; the subcontractor may be asked to re-complete the forms for their work or their subcontracted work. OWNER or the OCIP Administrator may also perform a recalculation based upon revised estimated payrolls or copies of rating information.

A new Aon Form 1a may be required or the OCIP Administrator will adjust the Aon Form 1a if the estimated payroll on the Aon Form 3 (Enrollment Form) is different than the payroll on the Aon Form 1a. The Estimated Payroll on the Aon Form 1a is the estimate that will now be used in the final adjustment calculation.

Please Note: Failure to submit any OCIP insurance Forms as required may result in the withholding of payments until required documentation is received or a liquidated damage imposed by OWNER for failure of you or your sub-subcontractors to comply with the OCIP documentation requirements.

Enrollment

Each Contractor and subcontractor of any tier shall provide details about its Sub-subcontractors as necessary for OCIP enrollment. All of the information requested on the **Enrollment Application** form (Aon Form 3) in Section 8 is required for enrollment. This form must be completed and submitted to the OCIP Administrator prior to mobilization to obtain coverage under the OCIP via AonWrap.

How to Access the AonWrap Application

You can access AonWrap by entering <https://www.aonwrap.aon.com> in your Internet Browser.



How to Login

Once at the AonWrap home page:

Enter your unique User ID and enter your Password

Click on the LOGIN button to gain access to the secure AonWrap application

Please note that the first time you log on you will be requested to change your password

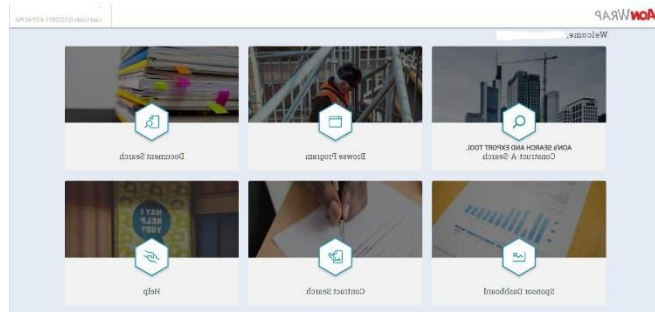
Contact the OCIP Administrator to obtain a User ID

SUBCONTRACTOR RESPONSIBILITIES

Notice of Award – Notification of Contractor to Aon

Within a contract, click the “Action” button, and select “New NOA.” The NOA screen opens for you to begin entering information.

Once enrollment is complete, the OCIP Administrator will issue to each Enrolled Party a Welcome Letter and a OCIP Certificate of Insurance acknowledging acceptance of the applicant into the OCIP. The insurance carrier will issue a separate Workers’ Compensation policy to each Enrolled Party.



Please Note: Enrollment is not automatic! Enrollment into the OCIP is required, but not automatic. Access to the Project Site will not be permitted until enrollment is complete. Eligible Contractors and subcontractors MUST complete the enrollment forms and submit to the OCIP Administrator who will confirm complete enrollment into the OCIP. If a Contractor or subcontractor obtains access to the site, with or without Maryland Transit Administration’s knowledge, OCIP coverage will not be provided if sub is not enrolled.

Un-enrolled/excluded subs do not have any insurance coverage under the OCIP.

Assignment of Premiums

Maryland Transit Administration pays the cost of the OCIP insurance coverage. All Enrolled Parties will assign, to Maryland Transit Administration, all adjustments, refunds, premium discounts, dividends, deductible payments, costs or any other monies due from or to the OCIP insurer(s). Contractors will assure that Subcontractor has executed such an assignment.

Payroll Reports

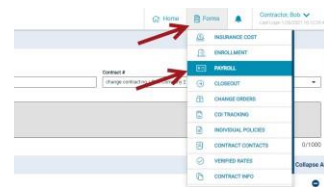
In order to administer the workers’ compensation policy, by the 10th of each month every Enrolled Party must submit to the OCIP Administrator an **Onsite Payroll Report** via the AonWrap website identifying man- hours and payroll for all work performed at the Project Site. This report shall classify the labor expended at each Project Site according to the Standard Workers' Compensation Insurance Classification and included in the Contractor’s Enrollment Form (Aon Form 3). Payroll should be reported via AonWrap website at <https://www.aonwrap.aon.com/default.asp> Please contact the Aon Administrator for a user id and password.

NOTE: The Monthly Payroll Report should include the “straight-time” payroll and the “straight-time” portion of any “overtime” payroll for all OCIP qualified employees, including onsite supervisors and onsite clerical personnel.

A monthly payroll report must be submitted for each month, including “zero (0) payroll” for those months were no onsite labor was expended, until completion of the work under each Subcontract. For those Contractors performing Work under multiple subcontracts, a **separate Onsite Payroll Report** is required for **each** Subcontract.

How to Report Payroll

1. From your contract, click on the Forms ribbon “Payroll” Button and select “New Payroll Report”
2. Enter information on your onsite activity for the reporting period



SUBCONTRACTOR RESPONSIBILITIES

	Period Start Date	Period End Date	Received Date	Man Hours	Gross Payroll (USD)	Reportable Payroll (USD)	Delin...
<input checked="" type="radio"/>	12/01/2020	12/31/2020		0.00	0.00		
<input type="radio"/>	11/01/2020	11/30/2020		0.00			
<input type="radio"/>	10/01/2020	10/31/2020		0.00			
<input type="radio"/>	09/01/2020	09/30/2020					
<input type="radio"/>	08/01/2020	08/31/2020					

ADD DETAILS CANCEL

3. Enter your signature information- Fields with "*" are required
4. When you have completed the entry of all your information, click on "Save and Submit" on your Payroll Detail Ribbon at the top of the form

Change Order Procedures

Contractors will price Change Orders to **exclude** their Insurance Cost and must provide an estimated payroll, including Contractors estimated payroll, amounts for work performed under the Change Order, unless otherwise directed by Maryland Transit Administration.

Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Subcontract. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., except for projects in the state of Pennsylvania and Delaware, only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the State manual rules.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modifiers for your firm. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurance carrier(s) or Maryland Transit Administration's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

Closeout and Audit Procedures

An enrolled Contractor or Subcontractor must submit the **Notice of Work Completion** when a Contractor and/or Subcontractor have completed its Work at the Project Site and no longer has onsite workers. The Notice of Work Completion will initiate the final payroll report and audit of payroll and man-hours by the OCIP Insurer. Notice of Work Completion should be reported via AonWrap website at <https://www.aonwrap.aon.com/default.asp> Please contact the Aon Administrator for a user id and password.

Should the Contractor or Subcontractor return to the Project Site, for any reason, they will do so under their own insurance program and must provide Maryland Transit Administration with a Certificate of Insurance showing their own coverage as detailed in the Subcontract.

Maryland Transit Administration will not release final retention payment until all necessary forms have been submitted and accepted by the OCIP Administrator as well as all requirements of their Subcontract Agreement.

OCIP Termination or Modification

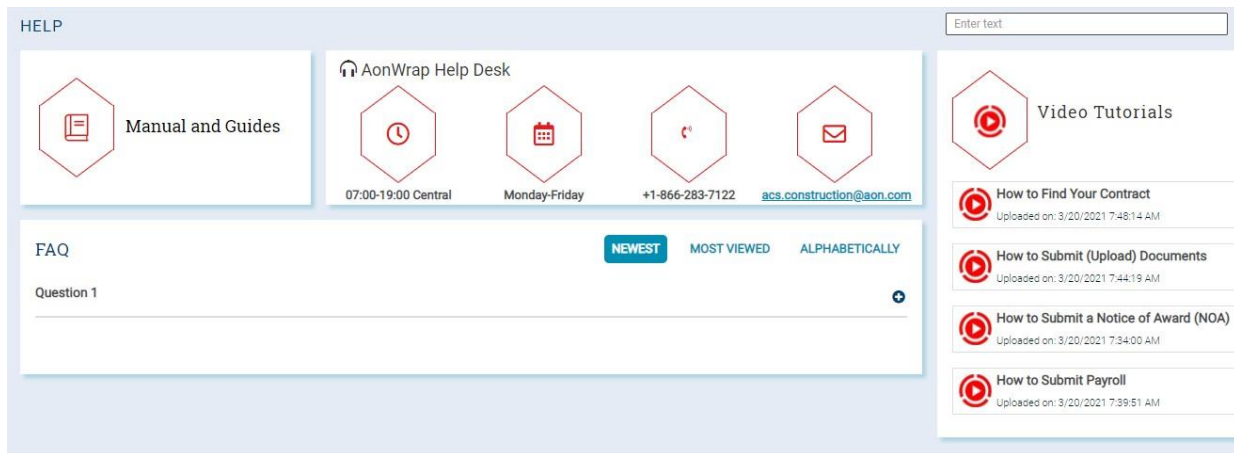
Maryland Transit Administration may, for any reason, modify the coverage provided by the OCIP insurance policies, discontinue the OCIP or any part thereof, or request that a Contractor or any of its Enrolled Subcontractors of any tier withdraw from the OCIP upon written notice. Upon such notice Contractor and/or one or more of its Enrolled Subcontractors, as specified by Maryland Transit Administration in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by Maryland Transit Administration) replacements of the OCIP Coverages. The cost of the replacement insurance shall be at Maryland Transit Administration's expense, but only to the extent of the applicable costs of the OCIP insurance policies and equal to, or the applicable proportion of, the Contractor's alternative for insurance coverages as verified by the OCIP Administrator.

Need Assistance with AonWrap or OCIP Forms Completion?

1. Click on Help



2. Click on AonWrap Help
3. Search for your topic



The screenshot shows the AonWrap Help Desk interface. At the top left, it says "HELP" and "AonWrap Help Desk". There is a search bar at the top right with the placeholder text "Enter text". Below the search bar, there are several navigation options: "Manual and Guides" (with a book icon), "AonWrap Help Desk" (with a headset icon), and "Video Tutorials" (with a play button icon). Under "AonWrap Help Desk", there are five icons representing different services: a clock (07:00-19:00 Central), a calendar (Monday-Friday), a phone (+1-866-283-7122), an envelope (acs.construction@aon.com), and a play button. Below these, there is a "FAQ" section with a "Question 1" input field and a "NEWEST" button. To the right of the FAQ, there are three tabs: "NEWEST", "MOST VIEWED", and "ALPHABETICALLY". Below the tabs, there is a list of video tutorials: "How to Find Your Contract" (Uploaded on: 3/20/2021 7:48:14 AM), "How to Submit (Upload) Documents" (Uploaded on: 3/20/2021 7:44:19 AM), "How to Submit a Notice of Award (NOA)" (Uploaded on: 3/20/2021 7:34:00 AM), and "How to Submit Payroll" (Uploaded on: 3/20/2021 7:39:51 AM).

On-Site Claim Procedures

General Procedures

It is the responsibility of the Contractor and subcontractors to report **all** incidents, injuries, occupational-related illnesses or property damage to the MTA Resident Engineer and Risk Manager within **twenty (20) minutes**. All Contractors and subcontractors of all tiers will instruct their employees and other personnel of this mandatory requirement.

Failure to report incidents, injuries, occupational-related illnesses or property damage timely will be considered a violation of the project safety rules and regulations.

Note: Any notification of claims or incidents to any parties other than the MTA Resident Engineer and Risk Manager does not constitute proper notification.

Investigation Assistance

All Contractors and subcontractors must assist in the investigation, defense of any accident, occurrence or insured loss. This may include securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or lawsuit. Any questions concerning a loss should be directed to the MTA Senior Risk Analyst. Any inquiries or correspondence received regarding an incident occurrence or insurance loss shall be forwarded to the MTA Risk Analyst and Project Resident Engineer.

The insurance carrier will investigate and negotiate resolution of a loss that is insured under the OCIP. Enrolled Contractors **WILL NOT** attempt to adjust or settle any claims unless it is determined by the MTA Risk Manager and/or Aon (Broker) that a loss is not covered under the Owner Controlled Insurance Program policies.

If an enrolled Contractor or subcontractor is served with a summons, subpoena, notice of deposition, or suit papers related to an OCIP claim or coverage provided under the OCIP, the Contractor should:

1. **IMMEDIATELY NOTIFY** your Project Resident Engineer, and the MTA Risk Analyst of the document. Failure to do so may result in denial of a covered claim.
2. **SEND** a copy of the document as soon as possible to the MTA Risk Analyst by email at:
Sharyn Malachi
Office of Safety Management and Risk Control
Maryland Transit Administration
EMAIL: Smalachi@mdot.maryland.gov
CC: DMiller6@mdot.maryland.gov & ktreciak@cms-na.com
3. Be sure to note (and send with the document):
 - a. the date the document was served (received);
 - b. how the document was served (hand delivery, mail, fax, etc.); and
 - c. the person on whom the document was served.

Instructions

1. Please refer to the OCIP Manual Claim Procedures for the initial claim notification process and ensure the injured worker seeks proper and appropriate medical attention.
2. When the injured worker(s) seek treatment at the medical facility, information for billing inquiries and treatment are noted the OCIP Manual.
3. Within 20 minutes of an accident, incident or near miss at the jobsite, The Resident Engineer and MTA Risk Management should be notified. MTA Incident Investigation Report Forms 102 and 102A should be completed and referred to MTA Risk Management within 48 hours.

Contact information for MTA Risk Management:

Sharyn Malachi, Senior Risk Analyst
Office of Safety Management and Risk Control
Maryland Transit Administration
PHONE: 770-527-1287
EMAIL: SMalachi@mdot.maryland.gov
CC: DMiller6@mdot.maryland.gov & ktreciak@cms-na.com

Any additional claim correspondence or invoice-related information should be forwarded to:

Karen Treciak
OCIP Claims Consultant
Telephone: 410-404-3127
E-mail: ktreciak@cms-na.com

INCIDENT INVESTIGATION REPORT Form 102

PART 1

Date of Incident:	Time of Incident:	Date of Investigation:
Resident Engineer:	Contract Number:	
Company:		
Company/Human Resources Contact Information:		
Location of Incident:		
Weather Conditions:		
Describe what the employee was doing at the time of the incident:		
Did injury result? Yes/No ____.	If yes ;Employee Name(s): Proceed to Part 2	

PART 2

Body part(s) affected:		
Disposition: Employee Sent to Type of Injury:	Doctor Emergency Room Personal Physician On-Site Medical Station Other	Employee refused treatment Result impression 1 st Aid Only Medical Recordable Lost Time or Restricted Duty
Employee Supervisor and Phone Number:		
Witnesses Name Phone Number:		
Circle the Number of Identifying Contributing Factors: 1. Absent/Improper Guarding 2. Defective Equipment 3. Weather/Temperature 4. Inappropriate PPE 5. Inadequate Housekeeping 6. Slippery/Uneven Walking Surface 7. Improper Layout of Work Area 8. Inadequate Ventilation 9. Inadequate Lighting or Noise Control 10. Improper Storage or Placement of Materials 11. Insect/Animals in Work Area 12. No at Risk Condition Identified 13. Other _____	14. Operating Without Authority 15. Improper Use of Equipment 16. Inadequate Procedures 17. Use of Defective Equipment/Tools 18. PPE Not Used 19. Inadequate/Inappropriate Training 20. Improper Position or Posture 21. Horseplay 22. Altercation 23. No at Risk Act Identified 24. Other _____	

PART 3

How Did the Incident Occur?		
What Object or Substance was Involved?		
Any Previous or Similar Incidents?	Project Specific:	Company Wide:
What Factors Contributed to the Incident		

Was a safe plan of action or/JSA developed for the task being performed? Yes/No ____. If yes, attach a copy.

What corrective actions are being taken to prevent recurrence? Also list the person responsible for implementing and the target completion date for each item.

_____. Continue on back...

Supervisor/Investigation Team Members: _____

Name(s)

Signature(s)/Date

**WITNESS STATEMENT/INTERVIEW
Form 102A**

Name: _____ Title: _____

Date: _____ Time: _____

Temporary Address: _____ Phone No. _____

Permanent Address: _____ Phone No. _____

Location at Time of Incident: _____

Describe, to the best of your knowledge, what happened just before, during, and just after the incident:

_____. Continue narrative on the back of this page, if needed.

Signature: _____

Worker's Compensation Claims

1. Ensure the injured worker receives immediate medical attention.
2. The employee must report all injuries or illnesses to his/her supervisor or department designee **immediately** and the MTA Project Resident Engineer (**no exceptions**).
3. Contact designated first aid/medical personnel, transport the injured party to the on-site first aid or medical facility, as necessary.
4. Provide the medical provider with the Medical Provider Instructions located on **Pg. 28**.
5. Report all injuries or occupational-related illnesses immediately to the injured worker's employer, project supervisor, MTA Project Resident Engineer and Risk Manager.

The MTA Project Resident Engineer MUST notify the following team of an incident **within 20 minutes**:

Sharyn Malachi, Senior Risk Analyst
Office of Safety Management and Risk Control
Maryland Transit Administration
EMAIL: Smalachi@mdot.maryland.gov
CC: DMiller6@mdot.maryland.gov & ktreciak@cms-na.com

The General Contractor, contractor/subcontractor is required to report the claim to the carrier immediately using one of the two options/instructions below by either calling in the claim or reporting the claim to the carrier directly online.

Toll-free Claims Reporting Quick Reference Sheet for

Workers' Compensation Claims

1-877-265-5186

Option #1-Claimline:

To report your workers' compensation claims quickly and efficiently, please have the following information ready when you call your toll-free claims reporting service. This is a general listing for your quick reference. Additional information may be requested based on state requirements. Thank you for your prompt claims reporting!

POLICY INFORMATION

- ~ Insured Name and DBA (*doing business as name*)
- ~ **Client Number: 017878**
- ~ Location Code

CLAIMANT INFORMATION

- ~ Employee name
- ~ Social security number
- ~ Address and home phone number
- ~ Spouse's name
- ~ Number of dependents
- ~ Date of hire
- ~ Gross pay per week

ACCIDENT INFORMATION

- ~ Exact date and time of injury
- ~ Exact location or site code where injury occurred
- ~ Specific description of injury (i.e., employee slipped and fell on wet floor in warehouse)
- ~ Safeguards or safety equipment provided to prevent injuries (where applicable)
- ~ Name and address of claimant's physician
- ~ Name and address of hospital

Web Reporting Claims Quick Reference Sheet For **Workers' Compensation Claims**

www.risxfacs.com

Option #2-Web Reporting:

To web report your Workers' Compensation claims quickly and efficiently, please have the following information ready when you log on to www.risxfacs.com. This is a general listing for your quick reference. Additional information may be requested based on state requirements. Thank you for your prompt claims reporting!

Client Information

- ~ Insured Name and DBA (*doing business as name*)
- ~ **Client Number - 017878**
- ~ Location Code

Claimant Information

- ~ Employee name
- ~ Social security number
- ~ Address and home phone number
- ~ Spouse's name
- ~ Number of dependents
- ~ Date of hire
- ~ Gross pay per week

Accident Information

- ~ Exact date and time of injury
- ~ Exact location or site code where injury occurred
- ~ Specific description of injury (i.e., employee slipped and fell on wet floor in warehouse)
- ~ Safeguards or safety equipment provided to prevent injuries (where applicable)
- ~ Name and address of claimant's physician
- ~ Name and address of hospital

Medical Provider Instructions

1. A workers compensation loss and claim number is assigned to each injury.
2. No injured worker may be returned to work without an Assessment of Fitness to Work. This information may be completed on our form or any existing format your facility has available, but it must be signed or issued by an authorized medical representative at your facility.

Please note that a light duty / return to work program is available and accommodations will be made to meet limitations as may be indicated.

3. For each visit, Gallagher Bassett Services, Inc. requires a copy of the work status summary (or similar) from the medical facility, hospital or medical provider.
 - a. The work status summary should include the injured parties' name, date of injury, date/time seen, and return to work date, work restrictions, if any, and date of follow up appointment.
 - b. Authorization for additional treatment, outside of the initial evaluation, must be approved in advance by Gallagher Bassett Services, Inc.
4. All medical bills are to be sent directly to Gallagher Bassett Services, Inc. Include the workers compensation claim number on all documentation. The mailing address is:

Gallagher Bassett Services, Inc.
P.O. Box 2831
Clinton, IA 52733-2831

5. Gallagher Bassett Services, Inc. uses the following services:
 - a. One Call – Scheduling diagnostic exams
 - b. First Script – For prescriptions
 - c. Med Risk – For physical therapy

Return to Work Program – Temporary Alternative Position

Purpose:

Maryland Transit Administration is committed to providing a safe workplace for both its employees and the Contractor and Subcontractors' employees; facilitating prompt quality medical care in the event of a work-related injury; and pursuing modified alternate duty to minimize the risks and financial burdens to its workforce.

Maryland Transit Administration has a "Return to Work" (RTW) program, which will be implemented by each Contractor of every tier. Each Contractor of every tier will provide a Modified Alternate Duty Program for an employee who has sustained a work-related injury or illness and is medically unable to perform all or any part of his / her normal duties during all or any part of the normal workday or shift.

This applies to all Contractors of all tiers on the project.

The program must include, but not be limited to:

- Immediate reporting of all work-related injuries to Maryland Transit Administration
- All injured employees will be provided with an approved medical treatment facility listing where appropriate, or a recommended panel listing. If there is any doubt as to where to go for treatment, the injured employee must contact Maryland Transit Administration
- Contractors need to communicate to the injured employee and physician Maryland Transit Administration's Return to Work Program and facilitate Modified Alternate Duty with physicians and the employee.
- The injured employee must provide the Maryland Transit Administration Assistant Chief Safety Officer - Occupational Safety/Emergency Management, Project Managers, Supervisors and Foreman copies of all medical notes, to include a statement on work capacity.
- Modified Alternate Duty assignments must comply with all medical limitations as outlined by a physician. The positions can be on this job or at any location of the employer. Please communicate with Maryland Transit Administration's Site Assistant Chief Safety Officer - Occupational Safety/Emergency Management the location of the injured worker.
- Maryland Transit Administration's Assistant Chief Safety Officer - Occupational Safety/Emergency Management, Project Managers, Supervisors and Foreman all must be informed of the modified alternate duty assignment, anticipated length of alternate duty, and the restrictions.
- The injured employee is not to assume normal work activities unless there is medical documentation releasing them to their normal duties and presented to Maryland Transit Administration's Assistant Chief Safety Officer - Occupational Safety/Emergency Management.

The Contractor and/or subcontractors shall hold a discussion with the Office of Safety, Quality Assurance and Risk Management, the MTA Construction Division Safety, and the MTA Insurance Broker prior to any injured employee being laid-off or terminate from a Return-to-Work program.

Sample Offer of Temporary Alternative Position Letter (To be used for out-of-work employee who has now been released for work with restrictions)

Dear Employee:

Maryland Transit Administration is extending an offer of temporary transitional employment.

We are aware that you are medically cleared for work with restrictions. The task requirements of the offered position are within the scope of your current physical limitations.

You are being offered a position as a _____. This temporary transitional employment is subject to the limitations described on the attached medical report from _____. The wages you will be paid are \$ _____ per hour. The work hours are _____.

You are expected to return to work in the transitional position as described above on _____ (date) at _____ am/pm. Please report directly to _____ at the _____ project/site located at _____.

Any questions regarding this temporary position offer should be directed to _____ immediately.

YOUR FAILURE TO REPORT TO WORK AS OUTLINED ABOVE MAY RESULT IN THE TERMINATION OF YOUR WORKER'S COMPENSATION BENEFITS.

Sincerely,

Liability Claims

Contractors and subcontractors must immediately report all accidents at the Job Site involving death, injury, or damage to property of nonemployee personnel (the public, tenants, and visitors) to the Project Resident Engineer, MTA Senior Risk Analyst and OCIP Claims Consultant.

Provide notification to the Project Resident Engineer, MTA Senior Risk Analyst and OCIP Claims Consultant by completing 102 and 102a and following carrier reporting instructions below.

If a General Liability Claim is submitted against a MTA Construction Management Division (CMD) Project, both the Resident Engineer and the MTA Senior Risk Analyst should be notified as early as possible. The responsibility for claims investigation lies with the MTA Senior Risk Analyst.

The Resident Engineer's role is one of support. The CMD Resident Engineer will provide, at the MTA Senior Risk Analyst's request, any backup documentation, that would include stage of construction, photos, and recent construction reports, relevant to the claim. The Resident Engineer should remain engaged with the MTA Senior Risk Analyst's claims process and review and comment on any findings prior to the Claims Investigator producing his/her final report.

Scan/email MTA form 102/102a to:

Sharyn Malachi, Senior Risk Analyst
Office of Safety Management and Risk Control
Maryland Transit Administration
EMAIL: Smalachi@mdot.maryland.gov
CC: DMiller6@mdot.maryland.gov & ktreciak@cms-na.com

ON-SITE CLAIM PROCEDURES

As soon as the on-site personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Provide notification to the Project Resident Engineer, MTA Senior Risk Analyst and OCIP Claims Consultant within twenty (20) minutes of the incident.
3. Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents, to the MTA Senior Risk Analyst and OCIP Claims Consultant. If served with a summons or other legal document relating to a covered claim under the OCIP, notify the MTA Senior Risk Analyst and OCIP Claims Consultant immediately.

The General Contractor, contractor/subcontractor is required to report the claim to the carrier immediately using one of the two options/instructions below by either calling in the claim or reporting the claim to the carrier directly online.

Do not voluntarily admit liability and cooperate with Maryland Transit Administration and the OCIP insurer representatives in the accident investigation.

Toll-free Claims Reporting Quick Reference Sheet
For
General Liability Claims

1-877-265-5186

Option #1-Claimline:

To report your general liability claims quickly and efficiently, please have the following information ready when you call the claim line number of 1-877-265-5186. This is a general listing for your quick reference. Additional information may be requested. Thank you for your prompt claims reporting!

CLIENT INFORMATION

- ~ Insured Name and DBA (*doing business as name*)
- ~ **Client Number - 017878**
- ~ Location Code

CLAIMANT INFORMATION

- ~ Claimant Information
- ~ Claimant Name
- ~ Claimant address and phone number

LOSS INFORMATION

- ~ Exact date and time of injury or damage
- ~ Exact location where injury or damage occurred
- ~ Specific description of injury or damage
- ~ Witnesses or Passengers - name, address and phone number

Web Reporting Claims Quick Reference Sheet For General Liability

www.risxfacs.com

Option #2 Web Reporting:

To web report your liability claims quickly and efficiently, please have the following information ready when you log on to www.risxfacs.com. This is a general listing for your quick reference. Additional information may be requested. Thank you for your prompt claims reporting!

Client Information

- ~ Insured Name and DBA (*doing business as name*)
- ~ Client Number - 017878
- ~ Location Code

Claimant Information

- ~ Claimant Information
- ~ Claimant Name
- ~ Claimant address and phone number

Loss Information

- ~ Exact date and time of injury or damage
- ~ Exact location where injury or damage occurred
- ~ Specific description of injury or damage
- ~ Witnesses or Passengers - name, address and phone numbers

Builder's Risk Claims

Provide notification to the Project Resident Engineer, MTA Senior Risk Analyst and Claims Consultant by completing the following Builder's Risk Claim form (**example follows**).

The Contractor will submit a complete inventory of the property damage with a detailed cost estimate to the MTA Senior Risk Analyst within 15 days from the date of the accident, unless an extension is granted in writing. Failure to promptly provide this documentation will jeopardize payment of the claim. The Contractor is responsible to provide status updates every 30 days until the claim is closed and final payment has been made.

If a Builders' Risk Claim is submitted against an MTA Construction Management Division (CMD) Project, both the Resident Engineer and the MTA Senior Risk Analyst should be notified as early as possible. The responsibility for claims investigation lies with the MTA Senior Risk Analyst.

The Resident Engineer's role is one of support. The CMD Resident Engineer will provide, at the MTA Senior Risk Analyst's request, any backup documentation that would include stage of construction, photos, and recent construction reports, relevant to the claim. The Resident Engineer should remain engaged with the MTA Senior Risk Analysts' claims process and review and comment on any findings prior to the Claims Investigator producing his/her final report.

**MARYLAND TRANSIT ADMINISTRATION
Owner Controlled Insurance Program (OCIP)**

Builder's Risk Claim Notification

ACE American Insurance Company Maryland Transit Administration OCIP
Contact: Sharyn Malachi/Senior Risk Analyst, OCIP @ 770.527.1287

OCIP Policy Number: _____

Contractor Reporting Loss:

Contractor Company Name: _____

Address: _____

Contact Name: _____

Phone number: _____; Cell number: _____

Loss Description

Location of Loss: _____

Project Name: _____

Date of Incident: _____

Time of incident: _____

Description of Loss: _____

Did the Loss Involve Building (Real Property)? Yes ___ No ___ If yes:

Description of Damage to Building: _____

Is any interior section of the building now exposed to the outdoors and unprotected?

Yes ___ No ___

Do you have a written estimate or repair bill for the building? Yes ___ No ___

If yes, what is the amount of estimate?: _____

Witnesses/Others who have knowledge of Loss

Name: _____

Contact Information: _____

Name: _____

Contact Information: _____

Name: _____

Contact Information: _____

Name: _____

Contact Information: _____

Comments: _____

Signature of Preparer _____

Date: _____

Note: The cost of damaged or stolen non-covered property will not be included in the deductible calculation.

ON-SITE CLAIM PROCEDURES

Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

However, all accidents occurring in or around the Project site must be reported to Maryland Transit Administration's Site Assistant Chief Safety Officer - Occupational Safety/Emergency Management. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Party shall cooperate in the investigation of all automobile accidents.

Pollution Claims

Report claims by immediately notifying the Project Risk Engineer, MTA Sr. Risk Analyst and OCIP Claims Consultant of any known or suspected pollution incidents.

Loss Runs

An enrolled Contractor may obtain loss runs for their own onsite experience by requesting, in writing on their company letterhead, directed to the Insurance Administrator.

OCIPForms

This section contains the forms needed for the OCIP.

1. Aon Form 3 this can also be completed online via www.AonWrap.Aon.com
2. Aon Form 1a this can also be completed online via www.AonWrap.Aon.com

Note: For assistance in completing these forms, please contact the OCIP Wrap-Up Specialists.

BIDDING CHECKLIST

ALL DOCUMENTS AND INFORMATION NEEDED FOR BIDDING

Did you notify your insurance agent you are a participant in the Maryland Transit Administration OCIP program?

Did you attach a copy of your current Certificate of Insurance that matches the subcontract requirements?

Do you have SUBCONTRACTORS?

- Notify Aon as soon as the subcontractor is identified via AonWrap Notice of Award *PRIOR* to the subcontractor starting work on site.
- Provide a copy of the Maryland Transit Administration OCIP manual and contract language to all your subcontractors, and require that they do the same for any of their subcontractors

If you or your insurance agents have any questions regarding the Maryland Transit Administration OCIP, please contact OCIP Program Administrator:

Wrap-Up Specialist:	Jordan Castle, Wrap-Up Specialist
Wrap-Up Hotline:	: 1 (866) 243-8266 ext. 2
Wrap-Up Fax Number:	800-363-6695
Wrap-Up Email:	<u>ACS.Construction@Aon.com</u>



Form3
Numbers reference attached instructions

Maryland Transit Administration OCIP 2
570000032077 Page 1 of 3

Examine your current Workers' Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. ***
NOTICE *** Enrollment is not automatic and requires the satisfactory completion of the Aon Form-3. In addition, submit a Certificate of Insurance providing evidence of your offsite coverage. Please refer to the Insurance Manual for coverage requirements.

A. Contractor Information: Federal ID # or Soc. Sec. #: _____

<p>▼ Business Information (headquarters)</p> <p>Company Name & dba: _____</p> <p>Contact Name & Title: _____</p> <p>Address: _____</p> <p>City, MA Zip Code: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>Email Address: _____</p>	<p>▼ Contact Information</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

Indicate your Organization's Structure: **4** Corporation Partnership S-Corporation
 Joint Venture Sole Proprietor Other _____

B. CONTRACT INFORMATION: Contract No.: _____

Date Contract Awarded: **2** _____

Description of Work: **3** _____

Proposed Contract Price \$: **4** _____ Are you Submitting a bid to Maryland Transit Administration? **6** Yes No

Amount of Self Performed Work **5** _____ If No, identify to whom: **7** _____

Start Date: **7** Actual Estimated Completion Date: **8** Actual Estimated

C. Contacts: (Complete if Applicable)

Position	1 Name & Title	2 Phone	3 Fax	4 email address
Project Manager:				
Res. Engineer:				
Insurance:				
Contract Admin:				
Payroll:				
Claims:				
Safety Rep:				

Provide Location of payroll records if different than Corporate address: **5** _____ Phone: _____
 City, MA, Zip Code: _____ Fax: _____

D. Workers' Compensation Insurance Information for Work Described Above: (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Man-hours	e Payroll
Totals			2	3

E. Provide your current Offsite Workers' Compensation Information: (for each state you will perform work in)

Applicable State	Risk ID Number	Rating Bureau	Anniversary Rating Date
1	2	3	4

Your WC Insurance Carrier: **5** _____
 Policy #: **6** _____ Effective Date: **7** _____ Expiration Date: **8** _____



F. Subcontract Information: List all subcontractors that will be working for you on this project (complete the information in the following table). Use additional paper if necessary:

1 Subcontractor	2 Subcontract \$	3 Contact Person	4 Address	5 Phone Number Email Address	6 Estimated Start Date

G. Enrollment Questions: Answer each question. Use additional paper if necessary.

- 1 Will you have any offsite location(s) 100% dedicated to this project? Yes No If yes, please provide address: _____
- 2 Please check if: Any aircraft used on this project Any watercraft used on this project
- 3 Please indicate if labor from the following sources will be used: Employee Leasing Firm PEO
- 4 PEO Name _____
- 5 PEO Address _____
- 6 What is your current experience modification? _____
- 7 _____

H. WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE

- 1 Premiums for this Program are the responsibility of *Maryland Transit Administration* and I agree any and all return of premium, dividends, discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to *Maryland Transit Administration*. This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced. Rights of Cancellation for all Program insurance policy(ies) arranged by *Maryland Transit Administration* are assigned to *Maryland Transit Administration*.
- 2 I will pay the cost of premium(s) for non-Program insurance coverage, specified in the Contract Documents.
- 3 I authorized the release of all claim and audit information for all insurance policies under this Program.
- 4 It is my responsibility to notify my insurance carrier(s) that I am enrolling in this Program.
- 5 I have omitted from my bid the insurance costs for the coverage provided by *Maryland Transit Administration Construction*. I further agree to the Aon Verified Insurance Cost Rate as described in the Insurance Manual.
- 6 The statements in this insurance application are true to the best of my knowledge.

I. Signature Block: I verify the information presented above and attachments are correct:

Name: _____ Date: _____
 (please print)
 Title: _____ Signature: _____

Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

Fax or Mail to: #570000032077/Maryland Transit Administration/Project Number/Project Name
 c/o Aon Construction Wrap-Up Team
 4 Overlook Point
 Lincolnshire, IL 60069
Phone: 866-222-4438
Fax: 800-363-6695
Or Email to: ACS.Construction@aon.com





This form must be completed and submitted by each successful Contractor and subcontractor of any tier prior to Site mobilization for each contract awarded. The Contractor and subcontractor will submit the completed form to Aon Risk Services. Upon receipt of this form, Aon will issue to the Contractor or subcontractor a Certificate of Insurance evidencing coverage in the Controlled Insurance Program. The completed Certificate of Insurance and Workers' Compensation insurance policy will be mailed to the Enrolled party.

A. Contractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's primary office location.
- 3 Enter the name of the person Aon should contact if questions arise. Include mailing address, phone/fax and email address, if different than A2.
- 4 Identify your company's legal structure by checking the box that applies. If the correct legal structure is not specifically listed, please check the "Other" box and specify in the space provided.

B. Contract Information

- 1 Enter the Contract Number or Purchase Order Number that was included in Maryland Transit Administration Construction's originating documentation.
- 2 Supply the Date this Contract was awarded to your organization.
- 3 Provide a brief description of the work you will be performing at the project site.
- 4 Identify the total amount of your contract.
- 5 Identify the amount of work that you anticipate will be self-performed.
- 6 Check the appropriate box that identifies if you contract directly with Maryland Transit Administration or are a subcontractor.
- 7 If you are a subcontractor, identify the entity with whom you are under contract.
- 8 Enter the Date you anticipate starting work and then mark whether the date provided is actual or estimated.
- 9 Enter the Date you anticipate completing the described work and then mark whether the date provided is actual or estimated.

C. Contacts *(Requested Contact information is for specific functions. It is possible to have a single person fulfill multiple responsibilities.)*

- 1 Identify the name of the person and their title for each function. These individuals should be located, if possible, onsite.
- 2 Provide the phone number for each person identified above.
- 3 Provide the fax number for each person identified above.
- 4 Provide the email address for each person identified above, if applicable.
- 5 Identify the physical location where your payroll records are retained. Provide the Address, City, MA, Zip Code, Telephone, Fax Number and Email Address of the person responsible for maintaining the payroll information.

D. Workers' Compensation Information *(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included.)*

- 1
 - a Enter the two-letter abbreviation for the state in which the work will be performed.
 - b Enter each Workers' Compensation class code that applies to the work identified in B2. (Most states use a 4 digit Number)
 - c Enter the Workers' Compensation class code description that applies to the work identified in D1b.
 - d Enter the estimated Man-hours required to complete the described work by Workers' Compensation class code.
 - e Enter the estimated Payroll required to complete the described work for each Workers' Compensation class code. Use only unburdened payroll and exclude the premium portions of any overtime pay.
- 2 Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.

E. Current Offsite Workers' Compensation Information *(Information relates to your corporation's existing coverage; identify each modification factor that applies.)*

- 1 Enter the State that the Modification Information applies to.
- 2 Enter your Bureau File Number also referred to as your Risk Identification Number. This number can also be found on your Modification worksheets.
- 3 Enter the Bureau Rating Agency. In most states this is NCCI.
- 4 Provide your Company's Anniversary Rating Date. Information can be located on your bureau's WC Experience Modification worksheets.
- 5 Identify your insurance carrier for Workers' Compensation Coverage.
- 6 Provide your Workers' Compensation Policy Number.
- 7 Provide the effective date of your Workers' Compensation policy.
- 8 Provide the expiration date of your Workers' Compensation policy.

F. subcontractor Information *(Provide the following information for each subcontractor that will be performing work at the project site. Use additional sheets, if necessary.)*

- 1 Identify the name of the Subcontracting firm.
- 2 Provide the estimated value of the subcontracted activity.
- 3 Provide a contact name, preferably the project manager, for the subcontractor.
- 4 Provide the mailing address for the subcontractor.
- 5 Provide the phone number for the subcontractor.
- 6 Provide the date the subcontractor is scheduled to begin work.

G. Enrollment Questions

- 1 Determine if you will have any locations, offsite, that will be 100% dedicated to this project. Include material/supply storage as a possible location. Mark the appropriate box (yes/no). If you answer yes – provide the address of each location you identified as 100% dedicated.
- 2 Mark the box or boxes that apply. Contemplate only work performed under this contract.
- 3 Mark the box or boxes that apply. Employee Leasing Firm are those firms that supply the labor force for your company *(You direct the activities of the Leasing Company's employees)*. Temporary Labor Firms supplement your labor force.

H. Warranty Statements:

- 1-6 Read each Warranty statement thoroughly. If you have questions regarding any of these statements, contact the Aon administrator identified on page 2.

I. Signature Block: This form must be signed by a representative of your company knowledgeable of its accuracy.

Forward the completed Enrollment Application to the Aon administrator identified at the bottom of page 2 of this form. The administrator prior to the start of your work onsite must receive this form.





Form1a
Insurance Cost Worksheet

Maryland Transit Administration OCIP 2
570000032077 Page 1 of 2

A. Contractor Information: Federal ID # or Soc. Sec. 1

Company Name & dba: 2 Business Information (headquarters) Contact Information (address questions to:) 3

Contact Name & Title: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Fax: _____

Email Address: _____

B. Bid Information: Bid Package Name/Project #: 1

Description of Work: 2

Proposed Contract Price \$: 3 Are you Submitting a bid to MTA? 5 Yes No

Amount of Self Performed 4 If No, identify to whom: 6

C. Workers Compensation Insurance Information for Work Described Above: ^(a) (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Rate	e Man-hours	f Payroll	g WC Premium
<u>1</u>						
<i>Totals</i>				<u>2</u>	<u>3</u>	<u>4</u>

Your Company's Workers Compensation Experience Modifier: 5

Modified Premium (line C4 x C6): 6

7 Modification & Discount Premium Factors	8 Rate	9 Amount
Mod 1: _____	+ or -	_____
Mod 2: _____	+ or -	_____
Mod 3: _____	+ or -	_____
Mod 4: _____	+ or -	_____
Total Modification Amount (Total of all amounts entered in column C12):		
<u>10</u>		

Identify the Amount of your Claim Retention/Deductible 11 WC Loss Fund (from Form-1c C12): 12

Total Workers Compensation Premium (line C6 + C10 + C12): 13

D. General Liability: ^(a) Rate: 1 Based On: 2 Total Payroll (C3) Contract Price (B3) Other _____

Rate factor: 3 Per 100 Per 1,000

Identify the Amount of your Claim Retention or Deductible: _____

GL Loss Fund (from Form-1c D12): 5

GL Premium (D2 x D1 + D3) + D5: 6

Excess/Umbri Liab: ^(a) Rate: 7 Based On: 8 Total Payroll (C3) Contract Price (B3) Other _____

Rate factor: 9 Per 100 Per 1,000

Excess/Umbri Premium (D8 x D7 + D9): 10

E. Builder's Risk/Installation Floater: ^(f) Rate: 1 Per 100 Per 1,000

Builder's Risk/Installation Floater Premium (B3 x E1 + E2): 3

F. Other Insurance Premiums: ⁽¹⁾ (Enter total premium costs identified on page 2) 1

G. Totals Total of all Insurance Premiums (Total of lines C14 + D5 + D9 + E3 + F1): 1

Overhead & Profit on Insurance Prem. %: 2 15% O/H & Profit Amount (G1 x G2): 3

Total Initial Insurance Cost (Total of lines G1 + G3): 4

Contractor's Initial Insurance Cost Rate (Line G4 divided by total payroll in line C3 x 100): 5

H. Signature Block : I verify the information presented above and attachments are correct:

Name: _____ (please print) Date: _____

Title: _____ Signature: _____

Completion of this form is a required part of your bid and must accompany your bid documents. Complete a separate form for each contractor, known subcontractor(s) and trades not currently awarded to a subcontractor. Duplicate this form as needed.

- (a) Please provide copies of the following documents to support your insurance cost calculations:**
- Schedule of Values
 - Workers' Compensation declaration and rate pages
 - Experience Modification worksheet
 - General Liability declaration and rate pages
 - Umbrella/Excess Liability declaration and rate pages
 - 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000.



Complete a separate form for each contractor, known subcontractor and trade not currently awarded to a subcontractor. Duplicate this form as needed. **Completion of this form is a required part of your bid and must accompany your bid documents.**

A. Contractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's main office location in the space provided below.
- 3 Enter the name of the person Aon should contact if questions arise. Include the mailing address, phone/fax and email address if different than A-2

B. Bid Information

- 1 Enter the Bid Package Number, Contract Number or Purchase Order Number that was included in MTA's originating documentation.
- 2 Provide a brief description of the work you will be performing at the project site.
- 3 Identify the total amount of your bid. Include both labor and material.
- 4 Identify the amount of work that you anticipate will be self-performed. Include both labor and material.
- 5 Check the appropriate box that identifies if you contract directly with MTA's or are a subcontractor.
- 6 If you are a Subcontractor, identify the entity with whom you are under contract.

C. Workers Compensation Insurance Information *(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included):*

- 1 a Enter the two letter abbreviation for the state in which the work will be performed.
- b Enter each Workers Compensation class code that applies to your work identified in B2. *(Most states use a 4 digit Number)*
- c Enter the Workers Compensation class code description that applies to each class code identified in C1b.
- d Enter the Workers Compensation rate that applies to the specified class code.
- e Enter the estimated Man-hours required to complete the described work for each Workers Compensation class code.
- f Enter the estimated Payroll required to complete your work. Use only unburdened payroll and exclude the premium portion of any overtime pay.
- g Calculate the WC Premium by multiplying the Payroll (C1f) by the Rate (C1d) and dividing the result by 100. Repeat this calculation for each WC class code.
- 2 Total the estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total the estimated Payroll for each class code. Be sure to include information from additional pages if used.
- 4 Total the Workers Compensation Premium for each class code. Be sure to include information from additional pages if used.
- 5 Enter your WC Experience Modifier. This Information can be located on your Workers Compensation policy or on your NCCI Bureau Rating Sheet.
- 6 Calculate the Modified Premium by multiplying the WC Premium (C4) by the Experience Modifier (C6).
- 7 Identify the Modifiers that apply to your Workers Compensation Premium. This information can be located on your Workers Compensation Policy.
- 8 Enter the Rate for each identified Modifier. The information can be located on your Workers Compensation Policy
- 9 Calculate the Modified Premium Factor Amount by multiplying the Modified Premium (C7) by the Modified Premium Rate (C11) and dividing by 100. Be sure to identify if the Modification factor is an addition or reduction to your premium.
- 10 Total the Modified Premium Amounts by adding the numbers in column C12.
- 11 Enter the amount of the Claim Retention / Deductible your company has on their existing Workers Compensation.
- 12 Enter the WC Loss Fund from the Loss Rate Calculation Sheet (Aon Form-1c).
- 13 Calculate the Total Workers Compensation Premium by adding the Modified Premium (C6) to the Premium Modifications (C10) and the WC loss Fund (C12).

D. General Liability & Umbrella/Excess Liability Insurance

- 1 Enter the General Liability Rate. This number can be found on your General Liability Policy
- 2 Identify the base the General Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and the description in the space provided.
- 3 Identify the General Liability Rate factor by marking the box.
- 4 Identify the amount of your Claim Retention or Deductible.
- 5 Enter the GL Loss Fund from the Loss Rate Calculation Sheet (Aon Form-1c).
- 6 Calculate the General Liability Premium by multiplying the Bases (D2) by the Rate (D1) and dividing by the factor (D3) and adding in the GL Loss Fund (D5).
- 7 Enter the Excess/Umbr Liability Rate. This number can be found on your Excess/Umbr Liability Policy
- 8 Identify the base the Excess/Umbr Liab. Rate applies to. If the base is other than Payroll or Revenue, enter the amount and description in the space provided.
- 9 Identify the Excess/Umbr Liability Rate factor by marking the box.
- 10 Calculate the Excess/Umbr Liability Premium by multiplying the Bases (D8) by the Rate (D7) and dividing by the factor (D9).

E. Builder's Risk/Installation Floater

- 1 Enter the Builder's Risk/Installation Floater Rate. Locate this information on your Property Policy or Builder's Risk Policy.
- 2 Identify the base factor that it applies to (100 or 1,000).
- 3 Calculate the Premium by multiplying the Proposed Contract Price (B3) by the Rate (E1) and dividing it by the Factor (E2).

F. Other Insurance Premiums

- 1 For each of the Insurance Lines of Coverage identified below, Identify the Rate, Base and Factor. Calculate the Premium by multiplying the Base x Rate ÷ Factor. Total the Other Insurance Premiums in the space provided and carry that amount to the front page.

G. Totals

- 1 Calculate the Total of all Insurance Premium by adding Workers Compensation (C13), General Liability (D6), Excess/Umbr Liability (D10), Builder's Risk/Installation Floater (E3), and Other Insurance Premiums (F1).
- 2 Identify the Overhead & Profit Percentage that was applied to this project during the tabulation of the Proposed Contract Price.
- 3 Calculate the Overhead & Profit Amount by Multiplying the Total of all Insurance Costs (G1) by the Overhead & Profit Percentage (G2).
- 4 Calculate the Total Initial Insurance Cost by adding the Overhead & Profit Amount (G3) with the Total of all Insurance Premium (G1)
- 5 Calculate your rate by Dividing the Total Initial Insurance Cost (G4) by the Estimated Payroll (C3) and multiplying by 100.

H. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.

Note: Please provide copies of the following documents as part of your submittal:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Schedule of Values | <input checked="" type="checkbox"/> General Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Workers Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Experience Modification worksheet | <input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000. |

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION



Contract Specification Book

CONTRACT NO.

**MARYLAND TRANSIT ADMINISTRATION
OWINGS MILLS PARK AND RIDE REHABILITATION**

CONTRACT NO. T-1994-0250

CONTRACT SPECIFICATIONS BOOK

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
<u>SPECIAL PROVISIONS</u>	
SP011100 Summary of Work	SP – 1
SP011300 Contract Terms and Conditions SP011500 Construction Procedures	SP – 5 SP – 11
SP011813 Interface Requirements	SP – 19
SP012100 Miscellaneous Work Allowances	SP – 21
SP013115 Coordination and Meetings	SP – 23
SP013300 Submittals	SP – 26
SP014300 Quality Assurance Quality Control	SP – 38
SP015000 Temporary Facilities and Controls	SP – 56
SP015213.04 Engineer's Field Office Type 4	SP – 61
SP015526 Maintenance of Traffic	SP – 62
SP015713 Temporary Erosion and Sediment Control	SP – 73
SP016100 Products	SP – 76
SP017800 Close Out	SP – 78
SP022400 Environmental Assessment	SP – 82
SP024113 Selective Site Demolition	SP – 102
SP030500 Common Work Results For Concrete	SP – 107

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
SP032000 Concrete Reinforcing	SP – 114
SP033000 Cast-In-Place Concrete	SP – 119
SP034000 Precast Concrete	SP – 129
SP038000 Saw Cutting	SP – 133
SP055200 Metal Handrails and Railings	SP – 135
SP055910 Concrete-Filled Metal Bollards	SP – 138
SP101453 Traffic Signage	SP – 140
SP311000 Site Clearing	SP – 144
SP311300 Tree Pruning and Removal	SP – 146
SP312300 Excavation and Fill	SP – 152
SP320116.71 Cold Milling Asphalt Paving	SP – 160
SP320117.61 Sealing Cracks in Asphalt Paving	SP – 162
SP320119.62 Patching of Rigid Paving	SP – 165
SP320190 Operation and Maintenance of Planting	SP – 169
SP321123 Aggregate Base Courses	SP – 174
SP321216.13 Plant Mix Asphalt Paving (HMA)	SP – 177
SP321236 Seal Coats	SP – 184
SP321313 Concrete Paving	SP – 189
SP321613 Curbs and Gutters	SP – 193
SP321623 Sidewalks	SP – 196
SP321723 Pavement Markings	SP – 199
SP321726 Tactile Warning Surface	SP – 202
SP329300 Plants	SP – 205
SP334000 Storm Drain Utilities	SP – 216

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE NO.</u>
<u>APPEDICIES</u>	
APPENDIX A – LIST OF CONTRACT DRAWINGS	A-1
APPENDIX B – SPECIAL DETAILS (NOT USED)	B-1
APPENDIX C - PREVAILING WAGE RATES	E-1
APPENDIX E – PERMITS AND WAIVERS	F-1
APPENDIX F – CONTRACT DATA REQUIREMENTS LIST	
APPENDIX K - SUPPLEMENTARY GENERAL PROVISIONS	
APPENDIX L - GENERAL PROVISIONS	
APPENDIX M - CONTRACTOR SAFETY AND HEALTH PLAN GUIDELINES	

END OF TABLE OF CONTENTS

SECTION 01 11 00
SUMMARY OF WORK**PART 1 - GENERAL****1.1 DESCRIPTION**

- A. This section specifies the general scope of work for this Project.
- B. Related Sections:
 - 1. Section 01 33 00 – Submittals.
 - 2. Section 01 43 00 – Quality Assurance and Quality Control.

1.2 GENERAL

- A. Perform the work conforming to all applicable State and Local regulations.
- B. Whenever reference is made to Administration, it means the Maryland Transit Administration (MTA).
- C. Whenever reference is made to Engineer (often referred to as the Resident Engineer), it means the MTA designated representative to manage the execution of this contract.
- D. Make submittals in accordance with SECTION 01 33 00 - Submittals.

1.3 CONTRACT DOCUMENTS

- A. Perform the work in accordance with the following documents:
 - 1. The General Provisions for Construction Contracts dated October 2001, issued by the Maryland Department of Transportation; and the Supplemental General Provisions issued by the MTA; both contained in the Contract Specifications Book.
 - 2. The Special Provisions, Divisions 01 through 49; the Notice to Contractors; the List of Contract Drawings; and the various forms and exhibits; all contained in the Contract Specifications Book.
 - 3. The Liability Insurance Requirements; and the MTA Contractor Safety and Health Plan Guidelines; all issued by the MTA of the State of Maryland Department of Transportation and contained in the Contract Specifications Book.
 - 4. The Contract Drawings, Standard Plates and Reference Drawings, contained in the Contract Specifications Book or bound separately in the Contract Drawings Books.

1.4 CONTRACT DESCRIPTION:

- A. This contract is for the repair of concrete and asphalt pavements, concrete sidewalks, curb & gutter, removing curb stops, adding bollards, updating ADA accessible parking within the Owings

Mills Metro Park and Ride located on Painters Mill Road east of I-795, in Owings Mills, Baltimore County Maryland.

- B. The work involves, but is not limited to: Removal and replacement of concrete curb and gutter; removing wheel stops; adding bollards; full depth asphalt pavement and asphalt mill and overlay; full depth concrete pavement patching; maintenance of traffic; signing; and pavement markings.

1.5 COMPLETION TIME AND LIQUIDATED DAMAGES:

- A. Pursuant to General Provisions Articles GP-8.02 and GP-8.03, commence work on or before the date specified in the Notice to Proceed (NTP) and complete the specified portions of the work within 180 calendar days.
- B. In the event that the Contractor fails to complete the specified work within the specified number of days after Notice to Proceed, with the exception of extensions granted by change order, liquidated damages in the amount of \$1,525.00 will be assessed pursuant to General Provisions Article GP-8.09 for each calendar day the completion of the specified work is delayed. The Contractor shall pay to MTA the applicable amount specified and pursuant to General Provisions Article GP-8.09 as liquidated damages for every additional calendar day in excess of the number of days prescribed. The MTA may deduct the sum of liquidated damages from any monies due or that may become due the Contractor under the Contract, or if such monies are insufficient, the Contractor or sureties thereof shall pay to the MTA any deficiency within 30 calendar days.

WORK ITEM	NUMBER OF CALENDAR DAYS	LIQUIDATED DAMAGES PER CALENDAR DAY
Completion of All Contract work	180	\$1,525.00

1.6 COMPLETION TIME AND OTHER SCHEDULE REQUIREMENTS:

- A. Pursuant to Article GP-8.03 of the General Provisions, commence work on or before the date stipulated in the Notice to Proceed (NTP) and complete the entire work within the number of calendar days specified above.
- B. Other schedule requirements are given in Section 01 33 00 Submittals.

1.7 CONTRACTOR REPRESENTATIVES:

- A. Designate in Writing within five (5) days after receiving the Notice to Proceed (NTP), the name, official mailing address and telephone number

of the Contractor's representative having complete authority to represent and to act for the Contractor.

1.8 LIABILITY INSURANCE REQUIREMENTS:

- A. MTA has chosen to provide Workers' Compensation, General Liability, Excess Liability, Builders Risk, Pollution Liability and Railroad Protective coverage on behalf of contractors and subcontractors working on this project. This approach to project insurance is commonly called a wrap-up or owner controlled insurance program (OCIP). Specific information regarding Liability Insurance Requirements is contained in the Contract Specification Book. (See Table of Contents for location of this information.)
- B. Contractors and subcontractors are to bid work for this project net of insurance (i.e., The Cost of Workers' Compensation, General Liability, Excess Liability, Builders Risk, Pollution Liability and Railroad Protective applicable to the work site is not to be included in the bid price). All bidders must complete the Insurance Premium Worksheet and forward to MTA with the rest of your bid package. The Premium Worksheet is included in the bid package as Form I, Exhibit A. This form should include the Contractor's work as well as the work of all subcontractors included in the initial bid. The insurance premium shown on this form, or the pro rata portion thereof, will be added to the base bid in the event you are excluded from the wrap-up program or the program is terminated mid-term.

1.9 PAYMENTS TO CONTRACTORS

- A. By submitting a response to this solicitation, the Bidder agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. Specific information regarding electronic funds transfer requirements and how to register for it are contained in the Contract Specification Book (See Table of Contents for location of this information.)

1.10 CONTINGENT ITEMS:

- A. Construction items for which quantities are listed in the Unit Price Schedule as "Contingent" are established for the purpose of obtaining bids on one or more pay items that may be incorporated into the project.
- B. The Engineer will have sole discretion in determining whether and to what extent these items will be incorporated into the project. The Engineer may order these items to be used at any location within the project and anytime during the work. In most cases contingent items will not be shown on the Plans. The estimated quantities specified in the Unit Price Schedule for these items are presented solely for the purpose of obtaining a representative bid price. The total of actual quantities required for the construction may be only a fraction of, or many times the estimated

quantity. The requirements of GP-4.04 (Variations in Estimated Quantities) shall apply.

1.11 JOINT USE OF THE SITE BY CONTRACTOR AND THE MTA:

- A. Locations: Refer to 1.4 above.
- B. Restriction on Contractor use of site and premises, with regard to time, place and protection of the Public, is an essential aspect of this Contract.
- C. MTA's occupancy and use requirements
 - 1. MTA patron use of each site shall be uninterrupted during normal operating hours (Metro) except as shown on the approved maintenance of traffic plan or as approved in writing by the Engineer.
 - 2. ADA access shall be maintained during normal operating hours.
- D. Contractor's use and occupancy
 - 1. No materials, equipment, or vehicles may be stored at the site unless approved in writing by the Engineer.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY OF WORK:

- A. Summary of Work will not be measured separately.
- B. Summary of Work will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 01 13 00
CONTRACT TERMS AND CONDITIONS

PART 1 - GENERAL**1.1 DEFINITIONS**

- A. Administration – The Maryland Department of Transportation. Maryland Transit Administration (MTA)
- B. Change Order – A written document amending the Contract by adding, deleting or modifying the Contract to include price, time, work, and conditions not previously addressed within the Contract. Refer to GP-1.05.
- C. Engineer – The construction site Resident Engineer designated by MTA to manage the overall construction. The contractor must coordinate all documents, submittals, work orders, etc. and site activity through the Engineer.
- D. General Provisions (GP) – MDOT General Provisions for Construction Contracts
- E. Special Provisions (SP) – Specifications issued as part of the contract for a specific item or condition requirement not otherwise thoroughly or satisfactorily detailed in the contract drawings or General Provisions.

1.2 AUTHORIZED REPRESENTATIVE OF THE ADMINISTRATION:

- A. The work will be conducted under the general direction of the Engineer or their designated representative. The Engineer is the authorized designated representative of the Procurement Officer with full authority to take all actions, not specifically reserved herein, that can lawfully be taken by the Procurement Officer, including, but not necessarily limited to the following:
 - 1. Inspection of the work for compliance with the Contract.
 - 2. Issuance of orders to stop and/or resume work where such orders are authorized by the Contract (excluding suspension of work under SECTION 8.07, Suspension of Work, of the General Provisions).
 - 3. Negotiation with the Contractor without dollar limitation as to adjustment of the Contract price and/or time and recommendation of acceptance or rejection of negotiating results.
 - 4. Preparation of the MTA estimate for Work Order modifications.
 - 5. Modification of the Contract in accordance with SECTION 4.06, Changes, of the General Provisions.
 - 6. Approval of Subcontractors and Vendors. These changes must also be reviewed by the MTA Office of Fair Practice for compliance
 - 7. Preparation of the MTA estimate for change order modifications for submission to the Procurement Officer for approval.

8. Approval of the Contractor's shop drawings, working drawings, materials, equipment and operations and storage areas.
 9. Approval / Coordination of progress meetings, site visits and discussions regarding requests for information regarding contract work.
 10. Issuing approval of the Contractor's progress schedule.
 11. Issue Order for Service Modifications within the limits authorized by the Procurement Officer.
- B. The presence or absence of the Engineer or their designated representative or their inspectors will not relieve the Contractor from the requirements of the Contract.
- C. Upon failure of the Contractor to comply with any of the requirements of the Contract Drawings, Specifications, or other Contract Documents, the Engineer or their designated representative may stop any operation of the Contractor affected by such failure until the failure is corrected. Time lost during such work stoppage will be regarded as Contract time for which no extension will be granted and no increase in cost to the Contractor caused by the stoppage shall be subject to claim against the Administration.
- D. The authorized representatives of public and private utilities, and other agencies, have the right to inspect their facilities, communicating through the Engineer or their designated representative as follows:
1. Inspection or supervision of work by utility forces and utility's contractors.
 2. Inspection of work by MTA Contractors on, or adjacent to, utility facilities.
 3. Access to the site of construction and the right to inspect all project works by the U.S. Government.
- E. In the event that the Contractor's work endangers utility property or facilities, the utility's representative shall immediately inform the Engineer or their designated representative of the impending hazard. When time does not permit this action, the utility representative is authorized to stop such work until the Engineer or their designated representative is present, or until safety of the utility property is ensured. Any such stop order is to be delivered to the Contractor's representative in writing (any handwritten note with date, time and inspector's signature is acceptable), and the Contractor shall report in writing and explain the stop order to the Engineer or their designated representative at the earliest opportunity.
- F. Highway and roadway facilities, which may be affected, are considered for the purpose herein as utility facilities.
- G. The Engineer or their designated representative is not authorized to render final decisions under SECTION 5.15 "Disputes" of the General Provisions,

nor can he/she render a final determination concerning the existence of a differing site condition under SECTION 4.05 "Differing Site Conditions" of the General Provisions.

1.3 CONTRACTOR REPRESENTATIVES:

- A. Designate in Writing within five days after receiving the Notice to Proceed (NTP) of each Contract, the name, official mailing address, email address, and telephone number of the Contractor's representative having complete authority to represent and to act for the Contractor. The representative shall be authorized to receive and execute instructions from the Engineer or their designated representative. The Contractor's representative shall supervise and direct the construction. Such representative will not be required to be on the site of work at all times but shall be available when required by either the Engineer or their designated representative or requirements of work.
- B. If the performance of the Contractor's authorized representative is not satisfactory to the Engineer or their designated representative, the Contractor shall replace them within ten days following notification with a person determined to be satisfactory.
- C. No separate payment will be made for the Contractor's authorized representative. The cost shall be incidental to the various pay items included in or added to the Contract.

1.4 WORK TO BE PERFORMED BY THE CONTRACTOR'S STAFF:

- A. Execute on the site, with its own organization, work equivalent to at least twenty five percent of the total amount of the Contract price. The cost of work performed by skilled and unskilled labor carried on the Contractor's own payroll, together with the cost of materials installed, may be included in the above percentages.
- B. If, during the progress of the work thereunder, the Contractor requests a reduction in such percentages and the Engineer or their designated representative determines that it would be to the MTA's advantage, the percentage of the work required to be performed by the Contractor may be reduced provided written approval of such reduction is obtained by the Contractor from the Engineer or their designated representative prior to the beginning of work on a Contract.

1.5 SUBCONTRACTS

- A. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by trade.
- B. Do not enter into subcontracts totaling in amount more than the percentage of the total contract price permissible under Paragraph 1. 3 above, "Work to be Performed by the Contractor's Staff", without written permission from the Engineer or their designated representative.

- C. Before entering into any subcontracts, submit a written statement to the Engineer or their designated representative giving the name and address of the proposed subcontractor, the portion of the work and material that they are to perform and finish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the work in accordance with the terms and conditions of the Contract.
- D. If the Engineer or their designated representative finds that the proposed subcontractor is qualified, they will notify the Contractor within ten days. If the determination is to the contrary, however, the Engineer or their designated representative will, within ten days, notify the Contractor who may thereupon submit the name of another proposed subcontractor unless they decide to do the work themselves.
- E. The Engineer or their designated representative's approval of the subcontractor shall not relieve the Contractor of any of their responsibilities, duties, and liabilities thereunder. The Contractor shall be solely responsible to the MTA for the acts or defaults of their subcontractors and of such subcontractors' officers, agents, and employees of the Contractor to the extent of their subcontractor. Assume responsibility for the coordination of the work of the trades, subcontractors and material.
- F. No subcontractor, supplier, fabricator, or vendor shall be permitted to perform work at the site until the subcontractor, supplier, fabricator, or vendor is in compliance with the provisions of "Liability Insurance Requirements" of the Contract Specifications and has furnished satisfactory evidence of insurance as required.
- G. Promptly, upon request, file with the Engineer or their designated representative a conformed copy of the subcontract, with the price and terms of payment deleted.
- H. On occasion, the Administration may require specialized work of specific subcontractors. The Prime Contractor shall be responsible for ensuring that all the requirements of the Contract are met and for informing the subcontractor of the relevant requirements. When the Administration directs that a particular subcontractor is to be used, payment shall be based on the sum of:
 - a. Actual costs incurred, i.e., submittal of an approved detailed invoice from the particular subcontractor.
 - b. A single administrative charge, regardless of tier, not to exceed ten percent (10%) on each invoice.
- I. When the contractor uses a subcontractor which has not been specifically directed to be used by the Administration, payment shall be based on the sum of:

- a. Actual costs incurred, i.e., submittal of an approved detailed invoice from the particular subcontractor.
- b. A single administrative charge, regardless of tier, not to exceed five percent (5%) on each invoice.

1.6 PAYMENT

- A. This is an indefinite quantity Contract for supplies and services for the period specified.
- B. Submit for each Contract, a monthly Progress Payment Request for the services actually performed during the period for the pay items and bid prices contained in the Unit Price Schedule.
- C. Progress payment equal to the value of the work performed may be made monthly on estimates approved by the Engineer or their designated representative as set forth in this Article. Payment to the contractor under this section for materials on hand shall not be construed in any way as acceptance by the Administration of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in conformance with GP 5.13. Notify the MTA when all work is complete. Final payment will be made after final acceptance.
- D. No progress payments will be processed for Mobilization until the Contract Quality Control (CQC) Plan and the Safety Plan have been submitted and approved by the MTA.
- E. No change shall be made to the Contract that shall cause an increase in the price or of the time required for the performance of any part of the work under this Contract, except as made by the MTA.
- F. Orders issued during the effective period of this Contract and not completed within the administration respecting those orders shall be governed by the terms and unit bid prices of the Contract to the same extent as if completed during the effective period of the Contract.
- G. Payment for materials purchased under the Contract shall be the sum of:
 - a. Actual costs incurred, i.e., submittal of an approved paid invoice, plus
 - b. A single charge, regardless of tier, for material handling not to exceed ten percent (10%) on each invoice.

1.7 LIMITATION OF FUNDS:

- A. It is estimated that the total cost to the MTA for the performance of this Contract will not exceed the Total Estimated Price set forth in the Unit Price Schedule, and the Contractor agrees to use their best efforts to perform the work specified in the Unit Price Schedule and all obligations under this Contract within the Total Estimated Price.

- B. If at any time the Contractor has reason to believe that the costs that it expects to incur in the performance of the Contract in the next succeeding thirty (30) days, when added to all other payments and prices previously accrued, will exceed eighty-five (85%) of the Total Estimated Price set forth in the Unit Price Schedule, notify the Engineer or their designated representative to that effect, giving their revised estimate of the total price with the supporting reasons and documentation.
- C. It is estimated that the total cost to the MTA for the performance of each Contract will not exceed the ceiling price set forth in the Contract, and the Contractor agrees to use their best efforts to perform the work specified in the Contract and all obligations under this Contract within such ceiling price set forth in the Contract.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 CONTRACT TERMS AND CONDITIONS:

- A. Contract Terms and Conditions will not be measured separately.
- B. Contract Terms and Conditions will not be paid for directly, but will be considered incidental to the appropriate work item.

END OF SECTION

**SECTION 01 15 00
CONSTRUCTION PROCEDURES**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies the requirements for preparing to perform the work, which includes:
1. Mobilization.
 2. Pre-construction meeting.
 3. Construction layout.
 4. Construction safety requirements.
 5. Protection of utilities.
 6. Protection of property.
 7. Fire protection.
 8. Disposal of material outside the work Site.
 9. Measurement of quantities.
 10. Final inspection.
- B. Related Sections:
1. Section 01 13 00 - Contract Terms and Conditions
 2. Section 01 33 00 – Submittals.
 3. Section 01 43 00 – Quality Assurance and Quality Control.

1.2 MOBILIZATION:

- A. Mobilization includes the preparation of construction equipment, materials, supplies, appurtenances and other items for commencing and prosecuting the work; and the subsequent demobilization and removal from the site of the same construction equipment, appurtenances and other items upon completion of the work.
- B. Mobilization also includes MTA contractor badging and safety training, assembly and delivery to the site of plant, equipment, materials, and supplies necessary for the prosecution of the work that are not intended to be incorporated into the work; clearing of and preparation of the Contractor's work area; the complete assembly in working order of equipment necessary to perform the required work; personnel services and work preparatory to commencing actual work; and other items for which payment is provided under this Contract.
- C. Mobilization is considered complete only after the submission and subsequent approval of the Contractor's Quality Control Plans (CQC Plans) by the Engineer in accordance with Section 01 43 00 "Quality

Assurance and Quality Control", and submission and subsequent approval of the Contractor's Safety Plan.

1.3 PRE-CONSTRUCTION MEETING:

- A. Requirements for the pre-construction meeting are contained in Supplementary General Provisions SGP-3.03.
- B. After Award of the Contract, the Engineer will request the participation of the Contractor in a pre-construction meeting. The date, time and agenda of the meeting will be determined by the Engineer. Minutes of the meeting will be prepared by the Engineer.

1.4 CONSTRUCTION LAYOUT:

- A. Utilize a Registered Land Surveyor licensed in the State of Maryland and state of the art equipment for all engineering work required to set and maintain all lines, elevations and dimensions as specified in the Contract Documents. Include as the work progresses:
 - 1. Verify that the field locations of the established base lines and bench marks correspond with figures shown on the Contract Drawings. Include verification to the nearest established reference points beyond the limits of this Contract.
 - 2. Establish bench marks and base lines showing exact elevations and other lines and dimensional reference points as required for the execution of the work.
 - 3. Field check the structure and surveys as required by the technical sections of the Specifications.
- B. Verify all existing dimensions and grades shown on the Contract Drawings. Notify the Engineer in writing of any discrepancies found. Check the Drawings against established lines and grades and notify the Engineer in writing of all discrepancies found before proceeding with the work.
- C. Furnish a certificate, signed by the Registered Land Surveyor, warranting that all principal lines, levels and dimensions are accurately established in accordance with the Contract Drawings.
- D. Submit all drawings and survey notes in accordance with Section 01 33 00 "Submittals".
- E. Exercise care in the preservation of monuments, stakes, and bench marks set by the Engineer and reestablish them at no additional cost to the MTA when any are damaged or destroyed.

1.5 CONSTRUCTION SAFETY REQUIREMENTS

- A. In accordance with and in addition to the General Provision's Articles GP-7.05 and GP-7.06 and Supplementary General Provisions:

1. Ensure observance of the most stringent provisions of the applicable statutes and regulations of the State of Maryland or political subdivisions in which the work is being performed, as well as the OSHA provisions pertaining to the safe performance of the work.
2. Ensure that the methods of performing the work do not involve undue danger to the personnel employed thereon, the public, and public and private property as specified in the General Provision Article GP-7.06 "Public Convenience and Safety".
3. Should charges of violation of any of the above be issued to the Contractor in the course of the work, submit a copy of each charge immediately to the Engineer.

1.6 PROTECTION OF UTILITIES

- A. Utilities known to the MTA are shown on the Contract Drawings. The locations of these utilities are not guaranteed, nor is there any guarantee that other utilities are not present. Unless otherwise specifically provided, cause no interruption of service and protect utilities from damage.
- B. Prior to performing excavation or grading at any location, contact the Utility Services Protection Center, "Miss Utility", 1-800-257-7777. Make this contact between the hours of 7:00 am and 5:00 p.m., Monday through Friday, excluding holidays and at least forty-eight (48) hours in advance of the proposed work. This will allow Utility companies time to properly mark the location of their facilities. In making the notification, provide the following:
 1. State the nature of the work to be done.
 2. Give the location of the job.
 3. Advise the utilities of the time and date that the Contractor's work will start. Do not commence work until the Utility companies affected have properly located their facilities to prevent damage thereto.
 4. In the event the work is being conducted on private property or other area not covered by the Utility Services Protection Center, "Miss Utility", secure the services of a private utility locating contractor to perform the utility location services in these areas.
- C. Exercise care when digging adjacent to and crossing any existing utilities. For overhead facilities, adhere to the Maryland High Voltage Line Act.
- D. Establish and maintain direct contact with the owner or operator of each utility which may be affected by the work, and proceed with work which may affect a utility only with the cooperation and approval of the utility owner and the Engineer.

- E. Verify the location of all utilities in the vicinity of the work and submit to the Engineer a plan for performing the work, for approval before commencing the work.

1.7 PROTECTION OF PROPERTY

- A. Requirements hereinafter specified are in addition to General Provision's Article GP-7.11.
- B. Existing Facilities:
 - 1. Take positive action to protect existing facilities from damage resulting from construction operations unless modifications to the facilities are required as part of the Contract. Where modifications to existing facilities are required, provide such modifications as shown on the Contract Drawings.
 - 2. Protect paving, landscaping, and utilities from damage.
 - 3. Protect finished surfaces, against possible damage.
 - 4. Provide and maintain adequate protection for adjacent structures. When required by law or for the safety of the work; shore, brace, underpin, or otherwise protect those portions of adjacent structures which may be affected by the work. Prior to commencement of any part of the work, give any notice required to be given to adjoining landowners or other parties.
 - 5. Items removed for the convenience of the Contractor or to expedite operations shall be restored, repaired, reinstalled, salvaged and replaced, or replaced with new work and refinished, as appropriate, to a condition equal to or better than existed following the completion of the work. Materials and workmanship used in repair or restoration work shall conform in type and quality to original existing construction. If a structure is deemed historic, items to be removed shall be brought to the attention of the Engineer for approval.
 - 6. Inspect existing items to be altered, extended, salvaged or relocated and reused. If an existing item is found to be missing or defective in any way, report the condition to the Engineer before the item is disturbed.
- C. New Work:
 - 1. Ensure finished surfaces of items are clean and not marred upon acceptance of the work. Refinish all surfaces that have been damaged.
 - 2. Provide and maintain protection against weather so as to preserve the work, materials and fixtures free from injury or damage.
 - 3. Do not load or permit any part of a structure to be loaded as to either create an unsafe condition or affect its structural integrity.

4. Do not use items of equipment that are intended to form a part of the completed work as construction equipment without specific approval from the Engineer in each instance.
- D. Repair of Damage:
1. Repair damage to surfaces or facilities, which are to remain in place, as directed by the Engineer.
 2. Ensure that repairs result in conditions equal in strength to the previous conditions.
 3. Ensure repaired surfaces are identical in color and texture to the adjacent existing materials, except where materials cannot be matched. When the area cannot be matched, refinish the affected area and surrounding area to give a uniform appearance acceptable to the Engineer and the owner of the damaged facility.

1.8 FIRE PROTECTION

- A. Provide temporary fire protection for use during the term of the Contract, subject to approval of the Engineer.
- B. Comply with provisions for fire protection systems and equipment as required by OSHA, Safety and Health Regulations for Construction, Part 1926, Subpart F - Fire Protection and Prevention.

1.9 DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE

- A. Unless otherwise specified elsewhere in the Specifications, make arrangements for disposing of waste outside the work site and pay associated costs.
- B. Prior to disposing of material outside the work site, obtain written permission from the owner on whose property the disposal is to be made. File with the Engineer the permit, or a certified copy thereof, together with a written release from the property owner absolving the MTA from any and all responsibility in connection with the disposal of material on said property.

1.10 MEASUREMENT OF QUANTITIES

- A. Work to be paid for at the Contract price per unit of measurement will be measured by the Engineer in accordance with U.S. Standard Measures. A ton shall consist of 2,000 pounds avoirdupois.
- B. Weigh material paid for by weight on accurate, approved scales, furnished by and at the expense of the Contractor. Use platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combinations of vehicles may be weighed as separate units provided that they are disconnected while being weighed. Have all scales inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Cost incurred as

a result of regulating, testing, inspecting, and certifying scales shall be borne by the Contractor.

- C. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights; however, in any case, the Engineer will require the Contractor furnish weigh slips and daily summary weigh sheets. In such cases, furnish a duplicate weigh slip or a load slip in each vehicle weighed and deliver the slip to the Engineer at the point of material delivery.
- D. Trucks used to haul material being paid by weight shall be weighed empty on a daily basis and as such times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material to be verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.
- E. When material is to be measured and paid for on a volume basis it shall be accomplished using the average end method and when impractical to determine the volume by specific method of measurement, or when requested by the Contractor in writing and approved by the Engineer in writing, the material will be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume for payment purposes. Factor for conversion from weight agreed to by the Contractor before such method of measurement of pay quantities will be adopted.
- F. When metering devices are required in the Specifications or are used to measure the quantity of liquids used in the work, inspect and test the metering devices for accuracy at the Contractor's expense as often as the Engineer may deem necessary.
- G. Full compensation for all expenses involved in conforming to the requirements for measuring and weighing materials shall be considered as included in the unit prices for the materials being measured or weighed and no additional compensation will be allowed therefor.
- H. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of materials, including material rejected after it has been placed by reasons of failure of the Contractor to conform to the provision of the Contract's material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the work will not be paid for, and such quantities will not be included in the final total quantities. No compensation will be allowed for loading, hauling and disposing of unused rejected material.

1.11 FINAL INSPECTION

- A. Notify the Engineer at least 10 calendar days in advance of the date the work of each bid item will be fully complete and ready for final inspection.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT**4.1 MOBILIZATION**

- A. Mobilization will not be measured for payment.
- B. Mobilization will be paid at Fifty percent of the contract Fixed Price Lump Sum shown in the Unit Price Schedule for the item MOBILIZATION minus funds withheld pending approval of the CQC plans will be payable on the first monthly invoice subsequent to the Contractor's moving in all necessary facilities and performing all work, as described above, that will enable work to begin satisfactorily on the preliminary contract items. Further, twelve and a half percent of the contract Fixed Price Lump Sum amount due to the Contractor on the first monthly invoice for the item MOBILIZATION shall be withheld and released only after the Engineer's approval of the CQC plans. The remaining fifty percent will be payable in equal installments on each of the subsequent monthly invoices, for a maximum of five months, provided that, in the opinion of the Engineer, mobilization continues to proceed satisfactorily. Payment as specified above shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing the work necessary to complete the work described in this Section. Payment for the contract Fixed Price shown in the Unit Price Schedule for the item MOBILIZATION will not be made more than once, regardless of the fact that the Contractor may, for any reason, shut down work on the project or move equipment away from the project and then back again.

4.2 PRE-CONSTRUCTION MEETING:

- A. Pre-construction meeting will not be measured separately.
- B. Pre-construction meeting will be considered incidental to the appropriate work item.

4.3 CONSTRUCTION LAYOUT:

- A. Construction layout will not be measured separately.
- B. Construction layout will be considered incidental to the appropriate item of work.

4.4 CONSTRUCTION SAFETY REQUIREMENTS

- A. Construction safety requirements will not be measured separately.
- B. Construction safety requirements will be considered incidental to the appropriate item of work.

4.5 PROTECTION OF UTILITIES

- A. Protection of utilities will not be measured separately.
- B. Protection of utilities will be considered incidental to the appropriate item of work.

4.6 PROTECTION OF PROPERTY

- A. Protection of property will not be measured separately.
- B. Protection of property will be considered incidental to the appropriate item of work.

4.7 FIRE PROTECTION

- A. Fire protection will not be measured separately.
- B. Fire protection will be considered incidental to the appropriate item of work.

4.8 DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE

- A. Disposal of materials outside the work site will not be measured separately.
- B. Disposal of materials outside the work site will be considered incidental to the appropriate item of work.

4.9 MEASUREMENT OF QUANTITIES

- A. Measurement of quantities will not be measured separately.
- B. Measurement of quantities will will be considered incidental to the appropriate item of work.

4.10 FINAL INSPECTION

- A. Final inspection will not be measured separately.
- B. Final inspection will be considered incidental to the appropriate item of work.

END OF SECTION

SECTION 01 18 13
INTERFACE REQUIREMENTS**PART 1 - GENERAL****1.1 DESCRIPTION:**

- A. This Section describes the Contractor's obligations and other pertinent information relative to the various interfaces between the Contractor and the MTA and other third parties.
- B. Related work Specified Elsewhere:
 - 1. Section 01 50 00 - Temporary Facilities and Controls.
 - 2. Section 33 05 00 - Common Work Results for Utilities

1.2 BASIC INTERFACES:

- A. The Contractor is responsible for the design, development and implementation of the interface procedures between the work of this Contract and work performed by others, and for Contractor work at all interface locations with existing MTA and other third-party facilities.
- B. NON-RAILROAD Interfaces (Utilities and other Third Parties):
 - 1. Coordinate all utility and other third-party interfaces and notifications directly with the appropriate utility company or third party. Submit a copy of all written correspondence and a transcription of all verbal communication between the Contractor and the utility or third party to the Engineer.
 - 2. Utility coordination shall comply with the latest edition of the MDOT SHA Utility Manual For work under this Contract, provide at no cost to MTA any lighting and electric power, where not specifically provided by others, including on a temporary basis when permanent facilities are out of service or not available.
 - 3. Refer to the article SPECIFIC INTERFACES elsewhere in this Section for any additional specific information pertinent to utilities or other third parties.

1.3 SPECIFIC INTERFACES:

- A. MTA Metro Interface:
 - 1. Weekly work block meeting requirements: Open communication with MTA, Wallace Montgomery and construction team.
- B. BGE and/or CPSGI (Collectively BGE) Interface: <NOTE to designer: research appropriate BGE interface requirements and revise the below provisions with project specific interface requirements>
 - 1. For emergency issues and immediate attention contact BGE Emergency number at 1-800-685-0123, or the Business Express line at 1-800-265-6177

2. For nonemergency issues and/or design related issues contact the BGE representative that was involved in the design review.
3. If there is no known BGE representative, or the representative is not available, contact:
 - a. Sandi Sasser
BGE, Account Executive for State of Maryland
Sandra.J.Sasser@bge.com
Office: 410-470-8833
Cell: 410-274-8367
- C. Maryland Department of the Environment (MDE)
 1. Erosion and Sediment Control Division
 - a. (410) 537-3000

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 INTERFACE REQUIREMENTS:

- A. Interface Requirements will not be measured separately.
- B. Interface Requirements will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 01 21 00
MISCELLANEOUS WORK ALLOWANCE

PART 1 - GENERAL**1.1 DESCRIPTION:**

- A. The work covered under this section includes the furnishing of all material, equipment and the performing of all labor to complete additional work directed by the Engineer.
- B. This work includes, but is not limited to: additional work not included in the scope of any other item in the Proposal Form. Including hidden or unforeseen site conditions and approved extra work required by the Engineer after award of the Contract, which was not included in the advertised Contract Documents and within the general scope of the Contract.
- C. This allowance is for the exclusive use of the MTA and is to be distributed at its sole discretion. All unused monies remaining in the allowance at Contract closeout shall be deleted from the Contract.
- D. This allowance is for the cost associated with changes related to direct cost only. Changes/Change Orders including time related delay costs such as indirect field, home office overhead, etc. shall not be issued and/or paid under this section.
- E. The work covered under this section does not include any time extension to the Contract or to any intermediate milestones.
- F. Any work to be performed under this section will be approved in writing and be authorized at the discretion of the Engineer.

PART 2 - PRODUCTS**2.1 PRODUCTS AND MATERIALS:**

- A. Products and materials used under this Section are to be submitted to the Engineer for review and approval before purchase.

PART 3 - EXECUTION**3.1 EXECUTION:**

- A. The Engineer will review the Contractor's methods and techniques which he proposes to utilize in performing the work. When this allowance is utilized for work with items specified elsewhere in these Specifications, perform the work in accordance with materials and methods of construction of those items.
- B. When the Contractor is entitled to a cost entitlement as a result of additions or changes to the Contract for which there are no applicable unit prices, provide the Engineer a price proposal prior to the start of the work in accordance with Contract Provision GP 4.06 - "Changes."

- C. Do not begin work under this section unless directed by the Engineer in writing. If necessary, plans and details may be generated and provided to the Contractor for each specific condition and area.

3.2 WORK AT CONSTRUCTION SITE:

- A. The direct cost adjustment requirements of Supplementary General Provisions SGP Article 4.03, except Paragraphs G and J, shall apply only to work performed at the construction Site and only when a contract direct cost adjustment is negotiated.

3.3 PROFESSIONAL AND TECHNICAL SERVICES:

- A. The requirement of Supplementary General Provisions SGP Article 4.06 applies when a Contractor is entitled to an equitable cost adjustment for additional work or changes requiring the services of factory or office base professional and/or technical personnel to perform the work directly attributable to additional work or changes.

3.4 FORCE ACCOUNT WORK:

- A. Pursuant to the Contractor's proposal, if the Contractor and the MTA cannot reach an agreement, the MTA may require the Contractor to do such work on force account basis. The Contractor's cost entitlement shall be determined for such force account work in accordance with Supplementary General Provisions, SGP Article 9.02 – Force Account Work.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MISCELLANEOUS WORK ALLOWANCE:

- A. Miscellaneous work allowance will be measured in accordance with the contract modification agreed upon in writing pursuant to the direct cost adjustment requirements of Article SGP 4.03 (Except Paragraphs G and J), requirements of Article SGP 4.06 or requirements of Article SGP 9.02 such work shall be paid from the allowance under "Miscellaneous Work Allowance."
- B. Miscellaneous work allowance will be paid at the contract modification lump sum price, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all incidental to complete the item as specified.

END OF SECTION

SECTION 01 31 15
COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. This section describes the various administrative interfaces between the Contractor, the MTA and others.
- B. Related Work Specified Elsewhere:
 - 1. Section 01 15 00 - Construction Procedures
 - 2. Section 01 18 13 - Interface Requirements

1.2 UTILITY NOTIFICATIONS:

- A. Refer to Section 01 15 00 "Construction Procedures" for Utility Notification requirements.

1.3 COOPERATION WITH OTHER CONTRACTORS:

- A. Pursuant to General Provisions Article GP-5.06, confer with and coordinate through the Engineer, this Contract's work with that of other contractors working in the project area. Subject to the Engineer's approval, plan and execute construction operations in a manner that will afford these contractors maximum freedom of movement. The Contractor assumes responsibilities for extra costs incurred by other contractors as the result of an activity that delays or hinders their work.
- B. Cooperate with others while on adjoining or overlapping work as necessary. Such cooperation includes, but is not limited to:
 - 1. Arrangement and conduct of work.
 - 2. Storage and disposal of materials, etc., by each in such manner as to not interfere with or hinder the progress of the work being performed by other contractors. Join contiguous work in a manner acceptable to MTA.

1.4 COORDINATION DRAWINGS:

- A. Coordination Drawings among the Mechanical, Plumbing, Fire Protection and Electrical and any other trade contractors necessary to complete the work, whether performed by the Contractor or its subcontractors, are required with the lead role assigned to the Contractor. Develop in accordance with a schedule, and include in the Progress Schedule pursuant to Section 01 33 00.
- B. Prepare ¼ inch scale (or larger) drawings in electronic format, which shall integrate Architectural and Structural work for the project. Upon these "in-process" Coordination Drawings the Contractor shall draw the piping, ductwork, etc. for all areas to receive new work on this project.

- C. Once developed, circulate Coordination Drawings to all other trade contractors to review, input, integrate, and coordinate. The Coordination Drawings will be maintained at the Contractor's office for the purpose of eliminating and minimizing conflicts. The coordination drawings shall not be submitted with the shop drawings. Elevations and dimensions shall be indicated on these drawings for all ductwork, piping, equipment, light fixtures, sprinkler heads, etc.
- D. Conceal all work within spaces allocated and integrate into the architectural and structural constraints of the project.
- E. During the Coordination Drawing process, conduct regularly scheduled meetings, which trade contractors are required to attend. These meetings will discuss schedule and review the Coordination Drawings to resolve all conflicts. Upon resolution, the trade contractors shall initial any drawing modifications, signifying that they will install their work accordingly.
- F. Once developed, reviewed, and approved by the Contractor, prepare a final reproducible Coordination Drawings, illustrating the work by all trade contractors. Include signatures of authorized representatives of all trade contractors indicating concurrence with the final reproducible Coordination Drawings and agreement to perform their work in accordance therewith. Transmit the electronic drawing file and two prints to the Engineer for record purposes.

1.5 PROGRESS MEETINGS:

- A. Schedule, administer, and attend meetings throughout progress of the Work at weekly intervals, or as required by the Engineer.
- B. The Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes and distributes copies within two days to the Contractor, participants, and those affected by the decisions made.
- C. Attendance Required: Engineer, Job Superintendent, and major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review of minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems and decisions.
 - 4. Identification of problems that may impede planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 COORDINATION AND MEETINGS:

- A. Coordination and Meetings will not be measured for payment.
- B. Coordination and Meetings will not be paid for directly, but will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 01 33 00
SUBMITTALS**PART 1 - GENERAL****1.1 DESCRIPTION:**

- A. This Section specifies the general requirements and procedures for preparing and transmitting data to the Engineer for informational purposes or for approval. Other requirements for submittals may be specified under applicable sections of these Specifications. This Section includes:
1. Progress Schedule.
 2. Proposed Products List.
 3. Contractor's Drawings.
 4. Product Data.
 5. Sources of Supply and Samples.
 6. Manufacturers' Instructions.
 7. Manufacturers' Certificates.
 8. Operations and Maintenance Data.
 9. Progress Photographs.
 10. Request for Progress Payment.
 11. Estimated Cost Breakdown.
- B. Related Work Specified Elsewhere:
1. Section 01 43 00 - Quality Assurance and Quality Control
 2. Section 01 78 00 - Close Out

1.2 PROGRESS SCHEDULE (IN LIEU OF GP-8.04A):

- A. General:
1. Prepare and maintain a progress schedule that will be the Contractor's working schedule and be used to plan, organize and execute the work; record and report actual performance and progress; and forecast remaining work.
 2. Schedule work such that any specified intermediate milestone(s) and completion dates are met as specified in these Special Provisions.
 3. The initial baseline schedule submittal shall reflect zero status, addressing the Contract work as viewed from Notice to Proceed looking forward in time.
- B. Progress Schedule:
1. Submit to the Engineer within 21 days after Notice to Proceed for approval.

2. Provide sufficient detail and clarity of form and technique so that the Contractor can properly control the contract work and the Engineer can readily monitor and follow progress of the Contract work. The schedule shall reflect on the time completion of all contractually specified intermediate milestone(s) and completion dates. The degree of detail shall be to the satisfaction of the Engineer. As a minimum the following factors shall have a bearing on the required depth of detail:
 - a. The types of work to be performed.
 - b. Procurement, fabrication, delivery, installation and test activities for major systems and equipment.
 - c. Submittal and approval of contractually required drawing, sketches, calculations, etc.
 - d. Delivery of any MTA furnished equipment.
 - e. Clearly depict the order and interdependencies of planned activities, including the activities of others which affect planning.
 - f. Show the intended time for starting and completing each activity.
 - g. Show the intended duration for each activity.
 - h. Clearly and prominently identify specified intermediate milestone(s) and completion dates.
 - i. All bar chart schedules shall have horizontal and vertical grid lines.
 3. Required Submittals:
 - a. Three (3) copies of the Progress Schedule, reflecting contract milestone(s) and contract completion dates. If the submitted Progress Schedule is larger than 11 inches by 17 inches in size, a reproducible copy must also be submitted.
 - b. Three (3) copies of a narrative containing supplementary information describing the fabrication methods and any resource restraints to enable the Engineer to evaluate the schedule for its usefulness as a valid and workable project control tool. Includes an explanation of any schedule restraints that were incorporated.
- C. MTA's Review and Approval:
1. After submission of the complete schedule submittal, participate in a conference with the Engineer to appraise and evaluate the proposed schedule. Make any revisions necessary as a result of this review

and resubmit the complete revised schedule submittal within 10 calendar days after the conference.

2. When the Progress Schedule and narrative documentation satisfy the Specification requirements and completion dates, the Engineer will approve the Contractor's submittal.

D. Monthly Progress Schedule Updates:

1. By the seventh of each month, submit to the Engineer, for approval, three (3) copies each of:
 - a. Update Progress Schedule: If the submitted update of the Progress Schedule is larger than 11 inches by 17 inches in size, a reproducible shall be submitted.
 - b. Narrative, covering as a minimum:
 - 1) A description of physical progress during the report period.
 - 2) Problem areas, current and anticipated.
 - 3) Delays incurred during the report period and explanation of same.
 - 4) Delaying factor, their impact and an explanation of the corrective actions taken or proposed to mitigate those delays.
 - 5) Changes in activity duration including an explanation.
 - 6) Listing with explanation of added activities.
 - 7) Listing with explanation of deleted activities.
 - 8) Listing with explanation of changes in interdependencies.
 - 9) Plans for forthcoming report period.
2. Submit, for approval, a revised Progress Schedule and narrative documentation data when one or more of the following conditions occur:
 - a. When a change or delay significantly affects any specified intermediate milestone date, the completion date or the sequence of activities.
 - b. When the Contractor elects to change a sequence of activities affecting any critical path or to significantly change the previously approved schedule submitted.
 - c. When, in the opinion of the Engineer, the status of work is such that the Progress Schedule and Narrative documentation is no longer representative for planning, executing and evaluating the work.

- E. Change Orders, Delays and Time Extensions: Articles GP-4.06, GP-5.14 and GP-8.08 of the General Provisions are augmented by the following requirements:
1. When proposed changes are initiated or delays are experienced, submit to the Engineer in writing:
 - a. A Time Impact Analysis illustrating the influence of each change or delay on any specified intermediate milestone date or completion date. The Time Impact Analysis is to include, as a minimum, what critical path activities are affected on what specific workdays and why for each activity for each workday. Also, if the claim is for more than one contract milestone, the Time Impact Analysis is to address each contract milestone individually.
 - b. A proposal demonstrating how the Contractor plans to incorporate the change or delay into the current Progress Schedule with minimal impact to milestone completion dates. Justification of the plan shall be based on revised activity logic and/or durations in addition to such other supporting evidence, as the Engineer deems necessary.
 - c. Submit three (3) copies of each Time Impact Analysis and Schedule Revision Proposal within 30 days after the delay occurs or notice of direction is given to the Contractor.
 2. The Engineer will, within a reasonable time after receipt of the Contractor's Time Impact Analysis and Schedule Revision Proposal, review the submittal and advise the Contractor in writing thereof. Upon agreement by both parties the appropriate revisions shall be incorporated into the Progress Schedule at the next monthly update.
 3. It is understood and agreed that the schedule float time is not for the exclusive use of either the MTA or the Contractor. Extensions of time for performance under any and all of the provisions of this Contract will be granted only to the extent the equitable time adjustment for activities affected exceed the total float along the paths involved.
- F. Where the Engineer has not yet made a final determination, or the parties are unable to agree on the schedule revisions or time extensions, if any, the Contractor shall incorporate such revisions as the Engineer may determine to be appropriate for such interim purposes. It is understood and agreed that any such interim determination for the purpose of this paragraph shall not be binding on either party for any other purpose and that, after the Engineer has made a final determination, the Contractor shall revise the Progress Schedule in accordance with the final decision.

1.3 CONTRACTOR'S DRAWINGS:**A. General:**

1. The Contract Drawings show the general arrangement and such details as are necessary to provide a comprehensive description of the work to be performed.
2. Prepare such Shop and Working Drawings as are necessary to adequately perform the work.
3. All Shop and Working Drawings shall be on sheets measuring 22 inches by 34 inches. Each drawing shall have a blank area five inches by five inches adjacent to the title block to provide space for Contractor and Engineer review stamps. The title block shall display the following:
 - a. Contract Number and Name.
 - b. Number and title of the drawing.
 - c. Date of drawing or revision.
 - d. Name of Contractor and subcontractor submitting drawing.
 - e. Clear identification of contents and location of work.
4. Drawings and design calculations for support of excavation, sheeting and shoring, decking, falsework, form work, and for other temporary work and methods of construction the Contractor proposes to use, will be required to be furnished by the Contractor. Such drawings shall be left to the Contractor who shall be responsible for the safety and successful construction of the work. Drawings and design calculations which are the responsibility of the Contractor shall bear the seal of a structural engineer, registered in the State of Maryland.
5. A Contractor's transmittal letter shall accompany each submittal. The Contractor's transmittal letter and submittal shall be consecutively numbered and shall clearly and completely describe any variation from the contract requirements.
6. A sequential number shall be shown on each Shop or Working Drawing submission. Re-submittals will be followed by a revision letter (A, B, C, etc.) and handled in the same manner as first submitted.
7. Submittals not conforming to the requirements of this Specification Section shall be summarily rejected.
8. Review and acceptance does not relieve the Contractor from its responsibility for accuracy of submittals, for conformity of submittals to requirements of Contract Drawings and Specifications,

- for compatibility of the described product with contiguous products and the rest of the system, or for protection of completion of the Contract in accordance with the Contract Drawings and Specifications.
9. The Engineer's review, correction and acceptance of submittals does not relieve the Contractor of responsibility for errors and omissions in submittals and associated calculations.
 10. The Contractor's liability to the MTA, in case of deviations in the submittals from requirements of the Contract Document, is not relieved by the Engineer's review and acceptance of submittals containing deviations unless the MTA expressly approves the deviation through the issuance of a change notice.
 11. Catalog cuts shall highlight the actual equipment/component proposed to be used. Generic catalog cuts will not be accepted.
 12. If the material/equipment/components proposed to be used do not conform to the stipulated standards, submit the copies of the conforming standards highlighting the deviations from the stipulated standards. The impact of the derivations on cost and performance shall be brought out in the related submittal and the deviation request.
 13. Schedule submittals to expedite the Project, and deliver to the Engineer. Coordinate submission of related items.
 14. All work in and on the property of CSXT and WMATA or work, which may affect their operations must be approved by CSXT and WMATA. Where work involves CSXT and WMATA coordination, submit 4 copies of the submittal to the CSXT and to WMATA with a copy to the Engineer. For such submittals, incorporate additional time for CSXT and WMATA review in the project schedule. All Shop or Working Drawings shall be sent or delivered to the Engineer directly from the Contractor, not from Subcontractors, fabricators or suppliers. No shop drawings concerning work on CSXT and WMATA property shall be regarded as approved until CSXT, WMATA, and the Engineer grant approval.
 15. All submittals from Subcontractors shall be reviewed and approved by the Contractor prior to submittal to the Engineer. The Contractor's review and approval shall certify that the submitted product has been reviewed by the Contractor and that based on this review, it conforms to the Contract requirements. Further, the Contractor's approval shall certify that the intended product is compatible with all other products, to which it must integrate and to the overall project.

B. Shop and Working Drawings:

1. All Shop, Working Drawings and required information for the Engineer's approval must be submitted in pdf format using ProjectWise. The PDF files shall be created directly from the electronic files, scanned images will be rejected at the discretion of the Engineer. Following NTP, the Contractor will provide an electronic file naming convention to the Engineer for approval. Electronic versions of the reviewed information will be returned to the Contractor using ProjectWise. ProjectWise licensing costs will be considered incidental to the appropriate work item. These drawings shall be complete and detailed. Shop and Working Drawings shall consist of fabrication, erection and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control drawings, cuts from entire catalogs, pamphlets, descriptive literature, general description of Operations and Maintenance Data required in advance of the full Operations and Maintenance Manuals for use in commissioning and startup, and performance and test data. Working Drawings shall be accompanied by calculations or other sufficient information to completely explain the structure, machine or system described and its intended manner of use.
 - a. In addition to the electronic submittals, submitted through ProjectWise, also submit three hard copies of all Submittals to the Engineer for record, or as otherwise directed by the Engineer.
2. Check and coordinate drawings and schedules with the work of all trades involved before they are submitted for the approval of the Engineer. Each drawing shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawing schedules submitted without this stamp of approval may be returned to the Contractor for resubmittal.
3. Submit all drawings and schedules sufficiently in advance of construction requirements to permit no less than 21 days for review and appropriate action by the Engineer. If submittals require approval from CSXT and WMATA, allow 60 days for their reviews.
4. The approval of drawings and schedules will be general, but approval shall not be construed:
 - a. As permitting any departure from the Contract requirements.
 - b. As relieving the Contractor of the responsibility for any errors, including details, dimensions, and materials.
 - c. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
 - d. As a Notice to Proceed on a change to the Contract that would result in additional time or cost to the Contractor.

5. Drawings for work on utility facilities, streets, and other facilities which are constructed for owners other than the MTA shall be coordinated so that the information required by these owners is included on the Working Drawings for their facilities.
6. If drawings show variations from the Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If applicable, the Engineer may approve any or all such variations, subject to a proper adjustment in the Contract. If the Contractor fails to describe such variations they will not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been approved.
7. If the drawings or schedules as submitted, describe variations in accordance as specified herein and show a departure from the Contract requirements, which the Engineer finds to be in the interest of the MTA and to be so minor as not to involve a change in the Contract price or time performance, the Engineer may approve the drawings.
8. If approved, or approved as noted, by the Engineer, each copy of the drawing will be identified as having received such approval by being so stamped "Approved" or "Approved As Noted" and dated.
9. Drawings stamped "Not Approved" and with the required corrections shown will be returned to the Contractor for correction and resubmittal. Resubmittals will be handled in the same manner as first submittals. On resubmittals direct the specific attention, in writing or on resubmitted drawings, to revisions other than the corrections requested by the Engineer on previous submittals.
10. Make any corrections required by the Engineer. If the Contractor considers any correction indicated on the drawing to constitute a change of the Contract requirements, notice as required under the Section of the General Provisions entitled Changes shall be given to the Engineer.
11. The number of Shop and Working Drawings provided by the Contractor in excess of the number requested will be returned unmarked to the Contractor.
12. When Shop and Working Drawings have been completed to the satisfaction of the Engineer, carry out the construction in accordance therewith and make no further changes except upon written instructions from the Engineer.
13. The Contractor shall follow the designer of record's instruction on all submittals which are "Approved as Noted". The designer of record shall, at their option:

- a. Request complete resubmittal after compliance to the comments relating to the subjective approval.
 - b. Request submission of supplemental information to be added to the contract records.
14. Assume responsibility for, and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the work prior to the approval by the Engineer of the necessary Shop and Working drawings.

1.4 PRODUCT DATA:

- A. Submit the number of copies as required in above.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with above and provide copies for Record Documents described in SECTION 01 78 00 - Close Out.

1.5 PROPOSED PRODUCTS LIST:

- A. Within 10 days after date of Notice to Proceed, submit 7 copies of a complete list of major products proposed for use, with name of manufacturer, trade name, and model number for each product. The Engineer's approval of the products list does not relieve the Contractor of the Contract requirements or the requirement of the Contractor to submit additional detail for fabricated products or more detailed elements of the project.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.6 SOURCE OF SUPPLY AND SAMPLES:

- A. As soon as practicable after Notice to Proceed, furnish for approval of the Engineer the proposed source of supply of materials to be utilized in the project and the samples required by the Specifications or requested by the Engineer. Unless otherwise indicated, submit not less than two identical samples of each type required. Pre-pay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Engineer.
- B. Label each sample indicating:
 1. Name of Contract and Contract Number.
 2. Name of Contractor and subcontractor.
 3. Material or equipment represented.
 4. Source.

5. Name of producer and brand; include model number, style, color name, etc. if applicable.
 6. Specification Section, article and paragraph number.
 7. Location in project.
- C. Samples of finished materials shall have additional markings that will identify them under the finish schedules. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for the Engineer's selection. Submit custom samples of finishes where indicated in the Contract Documents for the Engineer's approval.
- D. Mail under separate cover letter in triplicate submitting each shipment of samples and containing information required herein. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer.
- E. Approval of a sample shall be only for characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- F. Certain samples may be tested by the MTA as specified. Approved samples not destroyed in testing will be retained by the Engineer. Materials and equipment incorporated in the work shall match approved samples. Samples not destroyed in testing and not approved will be returned to the Contractor at his expense, if so requested at time of submission.
- G. Failure of any material to pass specified tests will be sufficient cause for refusal to consider, under the Contract, any further samples of the same brand and make of that material. The MTA reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.
- H. Samples of various material or equipment delivered on the site or in place may be taken by the Engineer for testing. Samples failing to meet Contract requirements will automatically void previous approvals of items tested.
- I. When tests are required, only one test of each sample proposed for use will be made at the expense of the MTA. Samples, which do not meet Specification requirements, will be rejected. Retesting of additional samples will be made by the MTA at the expense of the Contractor.

1.7 MANUFACTURERS' INSTRUCTIONS:

- A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.8 MANUFACTURERS' CERTIFICATES:

- A. When specified in individual Specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on Material or Product, but must be acceptable to the Engineer.

1.9 OPERATIONS AND MAINTENANCE DATA:

- A. Prior to final inspection of the work, prepare and deliver to the Engineer 6 copies of a manual containing all information pertaining to and necessary for the operation and maintenance of all equipment provided under the Contract. Also submit one electronic copy in word-searchable (i.e. text-recognizable) bookmarked, PDF form using ProjectWise. The entire O&M Manual shall be contained in one PDF file. Bookmarking and organization of the electronic copy shall be identical to the hard copy.
- B. Format, organization, and contents of the manual shall be as specified in the order of the Sections of the Special Provisions.

1.10 PROGRESS PHOTOGRAPHS:

- A. After construction operations have started at the site, have an average of ten color photographs taken each month until completion of the work. The actual number and location of views to be taken each month shall be as designated by the Engineer. The digital camera must have at least 12 megapixels and a JPG fine (1:4 compression) and a digital negative (DNG) produced using Abode's DNG converter are to be provided for each photograph and saved on MTA's ProjectWise server in a folder designated by the Engineer.
- B. Prints shall be standard commercial quality, 8 x 10 inches, on single weight glossy paper. Identify photographs with date, time, orientation and project identification in an information box, 1 1/2 x 3 1/2 inches in the lower right hand corner, typewritten and arranged as follows:

STATE OF MARYLAND DEPARTMENT OF
TRANSPORTATION

MARYLAND TRANSIT

ADMNISTRATION

CONTRACT NAME:

CONTRACT NO.

CONTRACTOR

PHOTOGRAPH NO. _____ DATE _____

NOTES (Provide information regarding view such as location, direction of sight and significant points of interest.) _____

1.11 REQUEST FOR PROGRESS PAYMENT:

- A. In accordance with GP-9.03 of the General Provisions, submit monthly requests for progress payment, based upon work accomplished during the previous month.
- B. Support such requests by evidence that the work invoiced has been done.

1.12 ESTIMATED COST BREAKDOWN:

- A. In accordance with Supplementary General Provisions, Article SGP-9.03, furnish a breakdown of Contract lump sum prices for which it is anticipated that partial payment will be requested by the Contractor.
- B. Submit the estimated cost breakdown to the Engineer for approval at least 30 days prior to the anticipated partial payment request.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUBMITTALS:

- A. Submittals will not be measured separately.
- B. Submittals will be considered incidental to the of the appropriate work item.

END OF SECTION

SECTION 01 43 00
QUALITY ASSURANCE AND QUALITY CONTROL

PART 1 - GENERAL**1.1 DESCRIPTION**

- A. This Section specifies the Quality Assurance/Quality Control (QA/QC) requirements for the work performed under this Contract. These requirements encompass all actions involving selection of material sources and suppliers, inspection and testing of materials and samples, work placement procedures, workmanship, equipment calibration, use of Certificates of Compliance, implementation of procedures for audit, surveillance and corrective action, inspection, testing and commissioning. Additional QA/QC requirements are specified in individual sections of Special Provisions and Technical Provisions of the Contract Specifications.
- B. Related Work Specified Elsewhere, but not limited to, the following:
1. General Provisions – Section 6 and SGP – Section 6, Control of Material.
 2. Section 01 11 00 – Summary of Work
 3. Section 01 15 00 – Construction Procedures
 4. Section 01 33 00 – Submittals
 5. Section 01 61 00 – Products
 6. Section 01 78 00 – Contract Close Out

1.2 QUALITY ASSURANCE/QUALITY CONTROL PLAN

- A. Provide and maintain a Contract Quality Control Plan (CQC Plan) for all work performed under the Contract. This requirement is independent of any acceptance inspection and testing performed by MTA and its testing agencies.
1. The CQC Plan shall conform to the requirements of this Section and be designed and administered to assure that the Contractor's work, including work performed by the Contractor's suppliers and subcontractors, will be in full compliance with the latest version of applicable codes, special provisions, technical specifications and contract drawings under the Contract with respect to materials, workmanship, construction, installation, finish, functional performance, testing, commissioning and identification. Further, the CQC Plan shall encompass actions involving the selection of construction/installation material sources and suppliers, on-site and off-site fabrication of Contractor-furnished items to be included in the work, on-site and off-site production of construction materials, inspection and acceptance of Owner furnished materials, work

placement procedures, workmanship, inspection, testing and commissioning

B. FOR CONTRACTS WITH A VALUE OF \$2,000,000 AND ABOVE.

1. **Within 7 calendar days after issuance of Notice to Proceed (NTP)** for the Contract, submit an **Interim CQC Plan** to MTA for approval. The interim plan shall cover all work to be performed under the Contract during the first 60 calendar days of work. An Interim CQC Plan is not required for contracts below this value threshold
2. **Within 30 calendar days after the issuance of the NTP**, submit a **CQC Plan** to MTA for approval. The plan shall cover all work to be performed under the Contract.
3. The submission of the CQC Plan is considered incidental to the bid item-Mobilization. The progress payments due to the Contractor may be withheld if the Contractor fails to submit conforming CQC Plans as scheduled herein.

C. FOR CONTRACTS WITH A VALUE OF \$10,000,000 AND ABOVE, the Quality Manager must be present at the project site on a full-time basis throughout the duration of active construction, be assigned exclusively to this Contract, and have no other project responsibilities other than those required by this Section. *(Note: This requirement may be waived by MTA's Manager, QA/QC (QA/QCM) as appropriate. Also, depending on the nature and complexity of the work to be performed under the Contract or instances of non-conforming work, MTA's QA/QCM may require the Quality Manager to be assigned to and be present at the project site on a full time basis for contracts in the amount less than \$10,000,000 dollars)*

1. The Quality Manager shall have a minimum of 5 years' experience in related construction and prior Quality Control/Quality Assurance experience in projects of compatible size and scope to this Contract.
2. Additional qualifications include one or more of the following:
 - a. Registered Professional Engineer registered in at least one of the following jurisdictions: the States of Maryland or Delaware, the Commonwealths of Pennsylvania or Virginia, or the District of Columbia.
 - b. Engineering Intern, having successfully passed the Fundamentals of Engineering examination administered by the National Council of Examiners for Engineering and Surveying.
 - c. Bachelor of Science in Engineering or Construction Management from an institution accredited by the Accreditation Board for Engineering and Technology (ABET) Association of Engineering Accreditation Commission (EAC)

- or Engineering Technology Accreditation Commission (ETAC). Non-accredited engineering Bachelor degrees may be considered at the discretion of MTA with additional relevant experience.
- d. National Institute for Certification in Engineering Technologies (NICET) Level III Certification in program areas appropriate to the scope of work of this Contract, plus 8 years' experience as acceptable to MTA.
 - e. Certification as a Project Management Professional (PMP) from the Project Management Institute (PMI); or a Certified Manager of Quality and Organizational Excellence (CMQ/OE), Certified Quality Auditor (CQA), or Certified Quality Engineer (CQE) certification from ASQ.
 - f. More than ten years of relevant Quality Assurance/Quality Control experience in lieu of the education, licensure, and certification requirements listed above may be considered on a case-by-case basis by MTA, at its sole discretion.
- D. With the Interim CQC Plan submission, identify the CQC Plan Staff and submit the individual estimable qualifications of that Staff to MTA for approval. The CQC Plan Staff must include qualified individuals and firms responsible for inspection and testing of on-site work. These individuals and firms must be sufficient to inspect and test all items of work under the Contract and report directly to the Quality Manager, who is the leader of the CQC Plan Staff.
1. The CQC Plan Staff must designate one individual to assist the Quality Manager in the performance of the Quality Manager's duties under this Contract, including assuming the duties of the Quality Manager during the instances of personal absence of the Quality Manager such as vacation or sick leave, such that there are no lapses in the presence of a Quality Manager on site during the duration of the Contract work. This individual shall be designated as the Alternate Quality Manager. For contracts in the amount of twenty million dollars (\$20,000,000) and above, this individual must be present at the project site on a full-time basis throughout the duration of active construction, be assigned exclusively to this Contract, and have no responsibilities other than those required by this Section. In the Interim CQC Plan submission, identify the Alternate Quality Manager and submit his/her qualifications to MTA for approval.
 2. The CQC Plan Staff must be present at the project site on a full-time basis during the performance of the specific discipline of work by the Contractor in which the Staff member is qualified and has been identified to test or inspect, and shall have no responsibilities other than those required by this Section. The CQC Plan Staff must

include appropriate testing and inspection personnel for each major discipline of work performed under the Contract. These major disciplines include, but are not limited to, civil, structural, mechanical, electrical, systems engineering, and specialty work.

3. **The Interim CQC Plan must include as a minimum the following**, which will later be included in the referenced sections of the CQC Plan in the Detailed revision:
 - a. An organization chart showing the Contractor's corporate organization that is involved with the on-site operations (*to later be incorporated into CQC Plan Section 1*).
 - b. The Contractor's on-site organization chart including the quality control organization identifying the proposed Quality Manager and other CQC Plan Staff members and showing how these individuals report within the organization (*to later be incorporated into CQC Plan Section 1*).
 - c. Authority, duties and responsibilities of quality control personnel. Provide a copy of the letter(s) of direction to the Quality Manager and CQC Plan Staff, which defines their duties, responsibilities, and delegated authorities to MTA (*to later be incorporated into CQC Plan Section 1*).
 - 1) In the Interim Plan submission, include the resume and copies of relevant certification/licenses of the individual proposed to be designated as the Quality Manager shall be included for approval. The Quality Manager shall be responsible for overall development and administration of the CQC Plan. The Quality Manager must report directly to the project principal or an executive officer of the Contractor's company and have the necessary authority to discharge his/her responsibilities, independently of the Contractor's project management staff. The Quality Manager shall visit the project site on a regular basis to assure proper administration of the CQC Plan.
 - d. Operational procedures for accomplishing and reviewing work, supervision, inspection, tests, certifications, documentation of QA/QC activities, including those of subcontractors for all on-site and off-site work under the Contract (*to later be incorporated into CQC Plan Section 7*).
 - e. The coordinating procedures and authorities concerning the work activities performed off-site and not under the direct supervision of Quality Manager (*to later be incorporated into CQC Plan Section 7*).

- f. A preliminary test matrix and inspection schedule keyed to the individual Special Provisions and Technical Provisions of the Contract, covering the work to be performed during the first 60 calendar days from NTP (*to later be incorporated into CQC Plan Section 8*).
 - g. A description of contract-specific training to be provided to management and quality control personnel, construction supervisors, foremen, subcontractors, and suppliers, including the tracking of training and evaluation of effectiveness (*to later be incorporated into CQC Plan Section 15*).
- E. The **CQC Plan** submission must include at a minimum the following. Note that approval of the Contractor's CQC Plan does not relieve the Contractor of its responsibility to comply with the Contract requirements. Revise or update the CQC Plan as directed by MTA. No additional cost or time extensions will be allowed for the Contractor's re-submission of rejected Interim or Detailed CQC Plans.
- 1. Management Responsibility and Organization
 - a. An organizational chart showing the Contractor's corporate organization that is involved with the on-site operations
 - b. The Contractor's on-site organization chart including the quality control organization identifying the proposed Quality Manager and other CQC Plan Staff members and showing how these individuals report within the organization
 - c. A list of names relating to the roles as described by the contract roster, CQC Plan roles, and organizational charts
 - d. Roles, responsibilities and authority related to the above individuals
 - 1) Provide copies of any letters of direction Quality Manager and other CQC Plan staff members, which define their duties, responsibilities, and delegated authorities, to MTA
 - e. A listing of project stakeholders, including noting the stake that each holds related to the contract scope.
 - 2. Documented Quality Management System
 - a. Language explaining how the CQC Plan applies to subcontractors, or how subcontractors' work is planned, reviewed, and approved, as well as overseen by the Contractor
 - b. The term for review and update to the CQC Plan (at a minimum, this is to be as directed by MTA).
 - c. A description of the planned administration of the Quality Management System, including dissemination of

- documents/updates, interfaces with MTA, management meetings, etc.
3. Design Control for Design Performed by the Contractors's Engineer
 - a. A description of the constructability review process, for any contract involving the development of construction documents
 - b. A description of how approved shop drawings and submittals, as-built drawings, changes to the drawings and specifications will be handled, including notifying relevant Contractor staff and the contractor's engineer of changes and assessment of impacts (there should be a controlled distribution list)
 - 1) This includes the requirement that Contractor's designs must be signed and sealed by a Maryland Professional Engineer
 - 2) This includes the means and methods to submit designs to the Engineer for coordination with the MTA engineer of record.
 - 3) As-built documents must be maintained in accordance with MTA's Drawings and CADD Standards
 4. Document Control
 - a. Reference to the electronic storage of files in compliance with MTA's standards and expectations, as well as the contract. This includes network and/or cloud storage, backup/redundancy to prevent loss or degradation, and access control.
 - b. A description of the Contractor's file repository, to be established so that all project staff have the access needed.
 - c. Handling of obsolete documents.
 - d. Handling of documents provided by MTA, the Engineer, or other stakeholders.
 - e. A description of document change control, to include, at a minimum, review by knowledgeable parties, use of revision number and/or date, and distribution of changes.
 5. Purchasing
 - a. Methods for subcontractor or supplier selection and performance evaluation (*Note: This may not be required by MTA on contracts that are less than \$2,000,000 in value.*)
 - b. Storage and maintenance of supplier agreements and other procurement-related documents.
 - c. Reference to the inclusion of quality requirements in supplier/subcontractor procurement documents.

- d. Methods for QA review and oversight of supplier product and subcontractor effort.
 - e. Instructions for handling, storage, preservation, packaging, and shipping to protect the quality of products and to prevent damage, loss, deterioration, degradation, or substitution of products.
 - 1) Provide means for all necessary protection against deterioration or damage to products in storage and handling.
 - 2) These instructions shall be included in purchasing agreements to ensure they will be followed.
 - 3) The Contractor and their suppliers shall be responsible for furnishing all accessories, tools necessary to prepare and preserve the test samples as prescribed and delivering them to the approved testing laboratory.
6. Product Identification and Tracability
- a. A description of the process to notify MTA in writing of sources from which it proposes to obtain material requiring approval, certification, or testing, indicating details and characteristics
 - 1) In accordance with General Provision Section GP-6 and Supplemental General Provisions – Control of Material; the Contractor must notify MTA in writing of sources from which it proposes to obtain material requiring approval, certification, or testing, indicating details and characteristics
 - 2) *Note that the Contractor must make notification as soon as possible after the NTP for the Contract and at-least 30 days prior to the intended usage date of that material*
 - b. A description of how materials, parts, and components in the field will be identified and traced to drawings/specifications, batch number, or other means, as applicable.
7. Process Control
- a. The development, review, and approval of Construction Work Plans (CWPs) and Special Processes, as applicable
 - 1) These should be reviewed by the Contractor's Quality Manager and the Engineer, per process
 - b. The methods for ensuring that machining, wiring, shaping, and other basic processing, fabrication, and production operations of any type are accomplished under controlled conditions, including documented work instructions, certified personnel,

- adequate production equipment, and special working environments.
- c. Preparatory activities must be performed by the Contractor Staff for all items of work. The Contractor's CQC Plan must, as a minimum, address the following preparatory activities.
 - 1) Verification that all applicable materials and equipment have been tested, submitted, and approved.
 - 2) Verification that permits are valid.
 - 3) Review of required inspections and tests to determine that they have been planned and scheduled appropriately, and that all involved staff understand the applicable tolerances and workmanship standards related to the relevant features of work.
 - 4) Examination of the work area to verify that any interfacing preliminary work conforms to requirements, and that the site is suitable for the work to be performed.
 - 5) Review of the activity hazard analysis and applicable safety requirements.
 - 6) Confirmation that any required Special Processes or Construction Work Plans have been accepted and reviewed by the individuals responsible for the performance of the work.
 - 7) Notify MTA at least 48 hours in advance of each initial inspection. Additionally, the Quality Manager shall ensure that all phases of inspection are made a matter of record in the CQC Plan documentation.
 - d. A description of the Contractor's processes related to submitting requests for information (RFIs) and other coordination to the Engineer, who will follow the MTA process of coordination with the MTA engineer of record or stakeholders.
 - e. Operational procedures for accomplishing and reviewing work, supervision, inspection, tests, certifications, documentation of QA/QC activities, including those of subcontractors for all on-site and off-site work under the Contract.
 - f. The coordinating procedures and authorities concerning the work activities performed off-site and not under the direct supervision of Quality Manager.

8. Inspection and Testing
 - a. The name, address, qualifications, and scope of proposed services of the proposed quality control testing firm or individual. If this is not available when the initial CQC Plan is developed, this must be provided to MTA for approval at least 30 days prior to the scheduled commencement of any work involving quality control testing.
 - 1) Should the Contractor desire to use more than one firm for control testing, submit the required information for each proposed firm as specified herein. Approved firms and individuals will be considered part of the CQC Plan Staff.
 - b. A description of the processes related to the development, review, and approval of MTA-compliant Inspection and Test Plans (ITPs) OR the information that would be expected from these plans if a separate ITP is not required by MTA. This should include functional testing, shipping and receiving inspection, and any other inspections/tests required by the contract (*Note: This may not be required by MTA on contracts that are less than \$2,000,000 in value*).
 - c. A detailed schedule/matrix of control testing and inspection keyed to the individual Special Provisions and Technical Provisions of the Contract and covering each item of the work.
 - 1) Field Tests and frequencies shall be in accordance with Maryland Department of Transportation (MDOT), Method of Tests, Volume 1 (Field Procedure) unless otherwise directed by this Specification.
 - 2) Ensure that supplies, services, materials, and products procured from suppliers and subcontractors conform to the Contract requirements and the CQC Plan. Inspect all supplies, materials, services, and products upon receipt.
 - 3) The matrix should include references to Specification sections to be inspected/ tested, as well as the proposed firm or individual.
 - 4) Indicate test reports required to be submitted pursuant to Network analysis, if applicable and specified under Section 01 33 00, Article 1.02, PROGRESS SCHEDULE.
 - 5) Identify test reports with the information specified for SAMPLES in SECTION 01 33 00 Article 1.06, including the name and address of the organization performing the test, and the date of the tests.

- 6) MTA will approve the format of the test matrix.
 - 7) The test and inspection schedule must cover all work to be performed under the Contract, including both on-site and off-site fabrication.
 - d. A description of the management of hold and witness points, as applicable.
 - e. A description of the records of inspections/tests and their handling/storage, as applicable.
 - 1) Address MTA's requirement that within five days after completion of testing performed by or for the Contractor, five copies of certified test results must be distributed to MTA.
 - 2) Describe how the Quality Manager shall submit on monthly basis, a record of all Control testing, Quality Assurance and Quality Control reports along with test results approved in the format described in this Section. This report will be used to confirm and verify that the quantities in place for the completed work, for which the Contractor requests payment, have been adequately tested. Alternative frequency may be specified by MTA at the start of the contract, in writing.
9. Inspection, Measuring, and Test Equipment
- a. A description of the procedures to provide, maintain, and control gauges, measuring devices, inspection/test equipment, and other contract equipment necessary to assure that the article conforms to Contract requirements, manufacturer's specifications, and applicable national standards and certifications, including:
 - 1) The maintenance of current calibration certificates.
 - 2) Submission of calibration records to MTA.
 - 3) The establishment of a calibration log for the project, including an example of said log. (projects with several pieces of equipment should maintain a calibration log/schedule).
 - 4) The use of stickers or other physical tagging on equipment, including the storage and identification of nonconforming equipment to prevent use.
 - 5) The storage of equipment in a controlled environment.
 - b. A description of how the recent outputs of equipment found to be out-of-calibration will be assessed.

10. Inspection and Test Status
 - a. A description of the methods for ensuring that required inspections and tests are performed and that the status of each work product, material item's inspections and tests is known.
 - 1) This includes the notification of said status to relevant parties.
 - 2) Status should be "Accepted," "Hold," "Rejected," or "Conditional Release," or equivalent, in accordance with MTA's requirements.
 - 3) Physical marking/identification of status is required to be utilized in the field whenever possible.
 - b. A stipulation that the Contractor will only accept work products, materials, and equipment manufactured or assembled under this Contract for use or released for shipment, as appropriate, after the following conditions have been met.
 - 1) After inspection and release by MTA and certification by the Contractor that the work product or material item is complete and in compliance with the Contract.
 - 2) Upon request for acceptance or a release for shipment submitted by the Contractor and supported by a satisfactory inspection report or certification of compliance accompanied by certified copies of test data. The certificate of compliance must clearly identify the work product or material item covered by the certificate and also contain the test date and the name and address of the organization performing the require tests, as applicable.
 - c. A description of the format, distribution, and storage of Inspection/Test Records and Reports.
 - 1) Inspection and test records must include, but not be limited to, the factual evidence that tests have been performed, the applicable type and number of tests, the dates and results of the tests, nature and number of observations made, the number and type of deficiencies found and proposed corrective actions to be taken. All records shall provide identification and signature of the individual in charge of the inspection, test, or other QA/QC activity. These records must be certified by the Quality Manager and include, as a minimum, the results of:

- a) Inspections, observations, conclusions, and recommendations.
 - b) Testing with reference to set-up conditions, observations, and concerns.
 - c) Fabrication procedures and controls.
 - d) Identity of the personnel present and their relevant certifications.
 - e) Discrepant material details (including disposition records).
- 2) Legible copies of these records must be submitted to MTA daily. These records cover work performed subsequent to the previously submitted records and must be verified by the Quality Manager.
11. Nonconformance
- a. A description of the process for documentation and notification related to discrepancies, including the resolution of the detected instance (also called disposition) of the given concern (repair, rework, use-as-is, scrap).
 - 1) Notification distribution shall include Contractor project manager, quality manager, senior management, auditees, and the Engineer, at a minimum.
 - 2) Discrepancies with a disposition of rework or scrap/replace that does not impact the cost or schedule can be documented as Deficiencies and documented through a Deficiency Correction Request (DCR), to be documented with the same distribution as noted above.
 - 3) A disposition of use-as-is or repair requires a documented report to be submitted to the Engineer, who will follow the MTA process for internal coordination and coordination with the engineer of record.
 - 4) Any reworked, repaired, or scrapped and replaced work elements will require re-inspection or re-testing to determine conformance to the original specifications (or, in the case of repair, the revised specifications).
 - 5) All deficiencies should be corrected, or MTA-issued NCRs responded to within 7 calendar days of contractor detection/MTA issuance.
 - 6) No feature of the work containing uncorrected defects shall be built upon or concealed.

- 7) Note that MTA may withhold monies due to the Contractor until the deficiencies are corrected or nonconformance issues resolved to MTA's satisfaction.
 - b. A description of the processes following discrepancy identification and the documentation to be used for each.
 - 1) The types of discrepancy documentation include the DCR itself, DCR Log, NCR, reinspection records.
 - 2) Notification for the above should follow the same distribution required for all discrepancies.
 - 3) Processes must be established for controlling further fabrication, delivery, or installation of nonconforming or deficient item(s) until disposition instructions have been obtained.
 - 4) Unless otherwise allowed by MTA, defective work products or material items must be removed from the site as specified in the General Provisions for condemned material.
 - c. *Note: The Contractor is responsible for the cost of replacing, correcting, or removal/replacement of defective work products or material items and of re-installation and re-testing replaced or replacement work products or materials. The Contractor is also responsible for the cost of repairing or replacing other work products or materials damaged by the installation, correction, or removal of defective materials.*
12. Corrective and Preventive Action
- a. A description of the timely process for issue root cause analysis, identification of corrective action to prevent recurrence, and verification of the effectiveness of corrective actions.
 - b. A description of the documentation and dissemination of corrective action records (distribution shall include Contractor project manager, quality manager, senior management, auditees, and MTA staff).
 - c. Reference to or inclusion of an NCR form or tracking system which provides a unique identification for each NCR, and includes the source of the issue, the responsible party, a description of the NCR, the current status, the disposition (use-as-is, repair, rework, or reject/replace), a description of the root cause analysis, the corrective action to prevent/mitigate recurrence, the method of effectiveness verification to be used, the date the issue was detected or NCR

issued, and the date of the next due action/NCR closure, at a minimum.

- d. A description of how risks and opportunities will be assessed and tracked, with mitigation (preventive) actions taken.
- e. Provisions for participation in a Lessons Learned meeting with MTA personnel at the end of the contract to identify positive or negative “lessons” for MTA’s future use (*Note: This may not be required by MTA on contracts that are less than \$2,000,000 in value*).

13. Quality Records

- a. Reference to how physical records will be maintained on site, as required by contract.
- b. A description of the types of records to be maintained, their storage location, and the retention period (of at least seven years after project completion).
- c. Processes for the submission of deliverables or other records to MTA and stakeholders.
- d. The maintenance of as-built documents in accordance with MTA’s Drawings and CADD Standards.
- e. A description of the procedures necessary to meet the requirements described under Section 01 78 00 – Contract Close Out.

14. Quality Compliance Reviews

- a. A description of the compliance review/audit program to be utilized on the contract, including the audit plan and schedule (*Note: This is not required by MTA on contracts that are less than \$2,000,000 in value*).
 - 1) Compliance Reviews/Audits should be performed both internally and on subcontractors, suppliers, and manufacturers.
 - 2) Compliance Reviews/Audits are normally performed on the basis of this schedule, which will exist as a living document to be elaborated and adjusted throughout the contract, but they may also be performed on an unscheduled basis, as warranted by contract conditions.
- b. A description of the compliance review/audit process, resulting documentation, and the dissemination thereof (distribution shall include Contractor project manager, quality manager, and senior management; auditees; and MTA staff/representatives, at a minimum).

- 1) Qualified personnel not having direct responsibilities in the areas audited shall perform the audits.
 - 2) MTA will review the audit findings and determine the follow up action, including re-audit of deficient areas, if necessary.
 - 3) Audit reports and follow up action reports to MTA for review and approval no later than 15 calendar days after the audit.
- c. A statement regarding participation in MTA quality compliance reviews performed on the project, including the allowing access to the work areas and elements, as well as personnel, at no additional cost to MTA.
- 1) MTA has the right to monitor the methods and procedures used for production or QA/QC testing.
 - 2) MTA may review Shop Drawings, Working Drawings, test data, etc., in order to ascertain that materials and workmanship comply with the Contract.
15. Training
- a. Required qualifications for key individuals assigned to the project (e.g. management and quality control personnel, construction supervisors, foremen, and key subcontractors/supplier staff).
 - b. A description of contract-specific training to be provided to management and quality control personnel, construction supervisors, foremen, subcontractors, and suppliers, including the tracking of training and evaluation of effectiveness.
 - c. A description of how special process or other “just-in-time” training will be provided, to whom, and how.

PART 2 - PRODUCTS

2.1 CERTIFICATE OF COMPLIANCE

- A. The Contractor may use certificates of compliance for certain materials and products in lieu of the specified sampling and testing procedures. Submit in duplicate certificates required to demonstrate proof of compliance of materials with Contract requirements with each lot of material delivered to the work at least 60 days prior to the usage of the product/materials. Clearly identify the certified lot. Certificates shall be signed by an authorized representative of the producer or manufacturer and state that the material complies in all respects with the Contract requirements. The Network Analysis specified in Section 01 33 00, Article

- 1.02, PROGRESS SCHEDULE, shall indicate the date scheduled for the submittal of certificates. In the case of multiple shipments, each of which is to be accompanied by a certificate of compliance, only indicate the scheduled date of the initial submittal on the Network Analysis.
- B. A certified copy of test results shall accompany each certificate of compliance. The certificate shall give the information specified for samples in Section 01 33 00 and in addition the name and address of the organization performing the tests, the date of the tests, and the quantity of the material shipped.
 - C. Materials used on the basis of a certificate of compliance may be sampled and tested at any time. The fact that material is used on the basis of a certificate of compliance does not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract and any such material not conforming to such requirements will be subject to rejection, whether in place or not.
 - D. MTA reserves the right to refuse to permit the use of certain materials or supplies on the basis of a certificate of compliance.

PART 3 - EXECUTION

3.1 TESTING

- A. Acceptance testing is the testing of materials prior to their use in the work and any testing deemed necessary by MTA for acceptance of the complete work. Perform acceptance testing of materials and workmanship at the direction of MTA, in accordance with the Contract. MTA reserves the right to request additional testing at any time to determine conformance with the Contract requirements. Acceptance testing is not to be considered as a replacement for control testing conducted by the Contractor or manufacturer producing materials for the Contractor. Acceptance testing will be at the expense of the Contractor.
- B. Quality control testing is the testing of specific work product or materials during placement, as specified in the various sections of the Specifications, to ensure compliance with the Contract. Assume full responsibility for control testing and give sufficient notice to allow MTA to witness the tests. The quality control testing is at the expense of the Contractor and must be performed by a certified independent testing laboratory that has been approved MTA.
- C. The Contractor must perform quality control testing and furnish all equipment, instruments, qualified personnel, and facilities necessary to perform tests required by the Contract. Tests performed, and test results for each day shall be recorded in a daily report. These records shall be made available to MTA within 5 working days and must remain complete and available to MTA throughout the performance of the Contract and for a seven-year period thereafter. Test records shall indicate the reference

test, nature and number of observations made, and the number and type of deficiencies found.

- D. During the installation and testing phases of the work, a representative of the CQC Staff shall be present on site to oversee and monitor the CQC Plan activities, as well as verify that the installation and test activities are compliant with the requirements of this Section.

3.2 SUBMITTALS

- A. Submit a Contract Quality Control Plan (CQC Plan) fully compliant with the requirements detailed under this Section. Pursuant to the approval of the CQC Plan by MTA, the Contractor is responsible for fully implementing and maintaining the CQC Plan throughout the duration of the Contract.
- B. Submit Test Procedures for all tests identified in the CQC Plan.
- C. Submit reports of off-site and onsite inspections demonstrating compliance with the requirements specified in individual Special Provisions and Technical Provisions of the Contract.
- D. Submit test schedules keyed to work activities planned under the Contractor's look ahead schedule.

PART 4 - MEASUREMENT AND PAYMENT

4.1 QUALITY ASSURANCE AND QUALITY CONTROL

- A. Quality Assurance and Quality Control shall be measured by MTA. Measurement of the amount earned for successful performance during each monthly progress estimate period will be determined on a percentage basis. Successful or unsuccessful performance shall be determined at the sole discretion of MTA. The basis of unsuccessful performance shall be the issuance of a "CQC Plan Deficiency Notice" or a "Nonconformance Report" by MTA. That percentage, or factor, will be calculated as follows.
 - 1. Contract Sum (CS) = Total Contract amount
 - 2. Current Estimate (CE) = Total of work completed to date, represented as the work paid to date as of the close of the current estimate period, inclusive of work to be paid in the current period

and amounts retained to date, exclusive of QA/QC allowance for the current period

3. Previous Estimate (PE) = Total of contract work completed as of the previous estimate, inclusive of QA/QC allowance paid and retained amounts
 4. Quality Factor (QF) = $(CE - PE) \div CS$
 5. Allowance Amount (AA) = Total allowance shown in the unit price schedule for Quality Assurance and Quality Control
 6. Calculated Allowance (CA) = Allowance calculated to be earned during the Current Estimate period, before deduction for unsuccessful performance, if any: $QF \times AA$
 7. Estimate Period (EP) = Current progress estimate period in calendar days
 8. Unsuccessful Days (UD) = Days of unsuccessful performance in the current estimate period as determined by MTA
 9. Unsuccessful disallowance (UA) = $(CA \div EP) \times UD$ (if any)
 10. The total formula, utilizing the above-defined elements, calculates the allowance earned (EA) in an estimate period:
 - a. $EA = \{[(CE - PE) \div CS] \times AA\} - [(CA \div EP) \times UD]$
- B. Quality Assurance and Quality Control will be paid as an allowance earned each day the Contractor successfully performs all requirements of the approved CQC Plan as calculated in Paragraph 4.1.A above. Payments will not be earned or made for any day that the Contractor fails to successfully perform the requirements of the approved CQC Plans.
1. In the event MTA grants an extension of Contract Time, no additional allowance will be paid in excess of the Contract amount for work under this Section when the extension of time is deemed non-compensable.
 2. In the event an extension of Contract Time is deemed compensable, additional allowance for successful performance of the CQC Plan shall be limited to payment for the direct costs, pursuant to SGP – 4.06 (C) 1, for the CQC Plan Staff that is required on-site by the approved CQC Plan.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL**1.1 DESCRIPTION:**

- A. This section specifies the general requirements for furnishing, installing, and operating temporary facilities and controls. This Section includes:
 - 1. Temporary Utility Service.
 - 2. Temporary Sanitary Facilities.
 - 3. Project Identification.
 - 4. Community Relations.
 - 5. Work and Storage Areas.
 - 6. Safety Requirements.
 - 7. Pollution Abatement.
 - 8. Historical and Scientific Specimens.
 - 9. Salvage Material and Equipment.
- B. Related work specified elsewhere:
 - 1. Section 01 55 10 - Maintenance of Traffic
 - 2. Section 01 57 13 Temporary Erosion and Sediment Control

1.2 TEMPORARY UTILITY SERVICE:

- A. Determine the need for such temporary utility service as may be required to execute the work and make arrangements with utility companies for such service. Remove all materials and equipment involved with temporary utility service as part of final cleanup. The Contractor is responsible for all costs incurred in obtaining permits; utility service, including connection and disconnection; and furnishing, installing, maintaining, and removing such materials as may be required.

1.3 TEMPORARY SANITARY FACILITIES:

- A. Furnish for use of the work force, the necessary toilet conveniences, secluded from public observation. Keep in a clean, sanitary condition. Comply with the requirements and regulations of the State of Maryland, Department of Health, Occupational Safety and Health Administration (OSHA) and other agencies having jurisdiction.

1.4 PROJECT IDENTIFICATION:

- A. Federal Transit Administration (FTA) Project Signs (for Federally Funded Projects Only): The requirements for the FTA project signs are specified in Section SGP-10.32 of the Supplementary General Provisions.

- B. **Field Office Signs:** Provide one sign each for the Engineer's Field Office and the Contractor's Field Office to indicate the location of the offices. Use 3/4 inch thick exterior, A-B grade plywood, cut 2 feet by 4 feet long. Paint the sign with one coat of primer sealer and two coats of white semi-gloss enamel. Letter each sign with black enamel paint, using block letters at least 4 inches high, with the Contract Name, Contract Number and the words ENGINEER's (or CONTRACTOR'S) FIELD OFFICE painted each on a separate line. When the field office that is to be identified is not readily visible from the project entrance, paint a directional arrow on the sign and locate the sign near the project entrance. The exact location of the field office signs and the proposed method of mounting will be subject to the approval of the Engineer.
- C. **Contractor's Identification Signs:** The Contractor may erect their own signs to identify themselves and, if they wish, their subcontractors. The overall size of the Contractor's identification signs shall not exceed 4 feet by 8 feet wide. The exact location, method of mounting and mounting height of the Contractor's identification signs will be subject to the approval of the Engineer.
- D. **Sign Maintenance:** Maintain all signs throughout the course of construction until final acceptance, keeping them clean, in good repair, and free of obstructions. Upon final acceptance of the work, remove and dispose of all signs.

1.5 COMMUNITY RELATIONS:

- A. The MTA and the Contractor will establish a program of public contact for conducting effective relationships with communities and businesses in proximity to construction areas. As part of these programs the Contractor will establish and maintain continuing liaison with persons occupying property or doing business in the immediate area of the Worksite for the purpose of minimizing inconveniences resulting from construction.
- B. Contact those residents or businessmen who might reasonably be expected to be affected by the construction and make known to them the name of the Contractor representative on the Worksite with responsibility for community relations and explain to them the means by which the representative can be contacted expeditiously.
- C. As part of the monthly progress status report specified in Section 01 33 00, note and explain all community relations activities undertaken during the report period.

1.6 WORK AND STORAGE AREAS:

- A. The Contract Documents will show work areas available to Contractor for storage of project materials and for parking of project construction equipment. These areas will be provided to the Contractor for the duration of construction without charge. Additional work and storage space, if

required, is provided by the Contractor at its own expense. The Contractor is responsible for parking facilities for the Contractor's personnel.

1.7 SAFETY REQUIREMENTS:

- A. Refer to the General Provisions Sections GP-7 for safety and health requirements and the MTA's Contractor Safety and Health Plan Guidelines.

1.8 POLLUTION ABATEMENT:

- A. General: Refer to General Provisions Article GP-7.12. Conduct operations in a manner to minimize pollution of the environment surrounding the area of work by every means possible. Apply specific controls as follows:
 - 1. Material Transport: Clean off mud and dirt clinging to body and wheels of vehicles leaving the site and entering paved public streets. Trucks arriving at and leaving the site with materials shall be loaded in a manner which will prevent dropping of materials or debris on the streets. Maintain a suitable vehicle cleaning and inspection installation with permanent crew for this purpose. Remove spills of materials in public areas immediately at no additional cost to the MTA.
 - 2. Waste Materials: Do not allow waste or erosion materials to enter natural or man-made water or sewage removal systems. Contain erosion materials from excavations, borrow areas or stockpiled fill within the work area. Develop methods for control of waste and erosion which includes such means as filtration, settlement, and manual removal.
 - 3. Burning: No burning of waste will be allowed.
 - 4. Dust Control: Control the generation of dust by construction operations. Accomplish the mandatory control of dust by water sprinkling or by other methods approved by the Engineer.
 - 5. Noise Control:
 - a. General: Minimize noise caused by work operations, and provide working machinery and equipment fitted with efficient noise suppression devices. Employ other noise abatement measures necessary for protection of both employees and the public. In addition, restrict working hours and schedule operations in a manner that will minimize to the greatest extent feasible, disturbance to residents in the vicinity of the work. Provide protection against noise exposure for employees in accordance with GP 7.05 and the MTA's Contractor Safety and Health Plan Guidelines.
 - b. Definitions:

- 1) Daytime, refers to the period from 7:00 a.m. to 10:00 p.m. local time daily except Sundays and legal holidays. Nighttime, refers to all other times including all day Sunday and legal holidays.
 - 2) Construction Limits are defined for the purpose of these noise control requirements as the MTA's right-of-way lines or property lines as indicated on the drawings.
 - 3) Zones, Special Zones and special construction sites outside of Construction Limits shall be designated by the local agency having jurisdiction.
- c. Monitoring: Monitor noise levels of work operations to assure compliance with the noise limitations contained herein. Retain records of noise measurements for inspection by the Engineer. Promptly inform the Engineer of any complaints received from the public regarding noise. Describe the action proposed and the schedule for implementation and subsequently inform the Engineer of the results of the action.
- d. Measurement Procedure:
- 1) Except where otherwise indicated, perform all noise measurements using the A-weighted scale and (slow) response of an instrument complying with the criteria for Type 2 General Purpose sound level meter as described in ANSI S1.4. Measure impulsive or impact noises with an impulse sound level meter complying with the criteria of IEC 179 for impulse sound level meters. As an alternative procedure, a type 2 General Purpose sound level meter on C-weighting and (fast) response may be used to estimate peak values of impulsive or impact noises. Transient meter indications of 125 dBc (fast) or higher will be considered as indications of impulsive noise levels of 140 dB or greater.
 - 2) Measure noise level at buildings affected acoustically by the construction operations at points between 3 feet and 6 feet from the building face to minimize the effect of reflections.
 - 3) Measure noise levels at points on the outer boundaries of Construction Limits or Special Construction Sites for noise emanating from within.
 - 4) Where more than one criteria of noise limits are applicable, use the more restrictive requirement for determining compliance.

- e. Noise Restrictions: Noise restrictions shall be in accordance with local ordinances.
- B. Maintaining Flow of Sewers and Drains: Provide for and maintain the flow of all sewers, drains, house or inlet connections, and all water courses which may be met during progress of the work. Do not allow the contents of any sewer, drain, or house or inlet connection to flow into trenches. Immediately remove from proximity of the work all offensive matter, using such precautions as are required by the Engineer.

1.9 HISTORICAL AND SCIENTIFIC SPECIMENS:

- A. Articles of historical or scientific value, including coins, fossils, and articles of antiquity, which may be uncovered by Contractor during progress of the work are the property of the MTA. Refer to Section 02 24 00 "Environmental Controls" for handling requirements.

1.10 SALVAGE MATERIALS AND EQUIPMENT:

- A. Maintain adequate property control records for materials and equipment specified to be salvaged. Adequately store and protect salvaged materials and equipment. Replace, at no cost to the MTA, salvage materials and equipment which are broken or damaged during the salvage operations as the result of the Contractor's negligence.
- B. Salvaged material not specified for reuse becomes the property of the Contractor and must be removed from the site, unless otherwise noted.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 TEMPORARY FACILITIES AND CONTROLS:

- A. Temporary Facilities and Controls will not be measured separately.
- B. Temporary Facilities and Controls will be considered incidental to the appropriate work item

END OF SECTION

**SECTION 01 52 13.04
ENGINEER'S FIELD OFFICE TYPE 4**

PART 1 - GENERAL

1.1 SUMMARY:

- A. The work specified in this Section includes furnishing supplies for the Engineer's Field Office on an as needed basis as requested by the Engineer.

1.2 RELATED WORK:

- A. The General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications, apply to this section.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.1 ENGINEER'S FIELD OFFICE:

- A. Office space, hereinafter called the Engineer's Field Office, will be provided by the MTA.
- B. Provide the Engineer's Field Office with all the requested supplies on an as needed basis starting no later than 10 days after the Notice to Proceed and continuing not less than 45 days after the completion of the Contract.
- C. All supplies provided are the property of the MTA.

PART 4 - MEASUREMENT AND PAYMENT

4.1 ENGINEER'S FIELD OFFICE TYPE 4:

- A. Engineer's Field Office Type 4 will not be measured for payment.
- B. Engineer's Field Office Type 4 shall be paid from the contract allowance, which shall include all costs for supplies for the Engineer's Field Office

END OF SECTION

SECTION 01 55 26
MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. This Section specifies general requirements for maintaining pedestrian and/or vehicular traffic and protecting the public from danger to persons and property within the limits of each work site for the duration of the Contract. See specification section 01 18 13 “Interface Requirements” for maintenance of railroad traffic.
- B. Related Work Specified Elsewhere:
 - 1. Section 01 18 13 – Interface Requirements.

1.2 REFERENCES:

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Reference Standards:
 - 1. Maryland Department of Transportation, Maryland State Highway Administration's (MDOT-SHA) latest Standard Specifications For Construction and Materials
 - 2. Maryland Manual of Uniform Traffic Control Devices (MdMUTCD)
 - 3. MDOT-SHA's Standard Highway Sign Book (SHSB)

1.3 QUALITY ASSURANCE:

- A. Qualifications:
 - 1. Contractor personnel qualifications shall conform to the jurisdictional authority’s requirements. Proof of qualification shall be provided to the Engineer prior to commencing work detailed under this specification.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The following temporary traffic control materials shall conform to the Maryland Department of Transportation, Maryland State Highway Administration's (MDOT-SHA) latest Standard Specifications For Construction and Materials, Supplemental Specifications and Provisions, and approved Qualified Product List (QPL):
 - 1. Temporary Traffic Signs
 - 2. Temporary Precast Concrete Traffic Barrier (Double Face)
 - 3. Temporary Reflective Barrier Markers

4. Temporary Crash Cushion Sand Filled Plastic Barrels (SFPB)
 5. Drums for Maintenance of Traffic
 6. Arrow Panels
 7. Portable Variable Message Signs (PVMS)
 8. Temporary Pavement Markings
 9. Type III Barricades for Maintenance of Traffic
- B. Temporary Construction Fence:
1. Shall be in accordance with the suppliers list of materials and catalog cuts as approved by the Engineer.
- C. Temporary 6 Foot High Chain Link Fence for Maintenance of Traffic:
1. Shall be in accordance with the suppliers list of materials and catalog cuts as approved by the Engineer.
- D. Refer to the Supplemental Specifications and Provisions and Temporary Traffic Control Standard Details provided in Appendix B - Special Details for more information on the applicable products.

PART 3 - EXECUTION

3.1 MAINTENANCE AND CONTROL OF TRAFFIC:

- A. Furnish, install, maintain, and remove when no longer required, traffic control and protective devices required on the approved Traffic Control Plan (TCP). Traffic control and protective devices include but are not limited to the products listed in Section 2; removal of permanent and temporary pavement markings; and the services of qualified flaggers and traffic managers. Maintain constant communications with the local jurisdictional agency regarding operations in maintaining and controlling traffic.
1. Traffic Control Plan and Permits:
 - a. The Contract Drawings show the proposed TCP for the work. Submit this proposed plan showing the proposed traffic control devices to the local jurisdictional agency and apply for a permit to work in the public right-of-way as required. Proposed changes to the proposed TCP shall be shown on working drawing(s) prepared by the Contractor and submitted to the local jurisdictional agency for approval as required with a copy submitted to the Engineer.
 - b. Contractor is responsible for obtaining any required temporary use of right of way permits or approvals from public or private property owners.
 - c. Contractor is required to abide by any requirements outlined by the local jurisdictional agency in permits issued.

2. Coordination:
 - a. The Engineer shall receive a copy of all third party notifications.
- B. Temporary Traffic Signs:
 1. Place all temporary traffic signs in accordance with the MDOT-SHA's latest Standard Specifications For Construction and Materials, SECTION 6B of the latest edition of the Maryland Manual of Uniform Traffic Control Devices (MdMUTCD), the MDOT-SHA's Standard Highway Sign Book (SHSB), and the Contract Documents. The SHSB may be obtained from MDOT-SHA's Office of Traffic and Safety, Traffic Engineering Design Division. Designs of signs not included in the SHSB may be prepared by the Contractor in sketch form, to scale, and for approval. Make requests in written form directed to the Engineer.
 2. Temporary traffic signs shall not be installed or displayed until inspected and approved by the Engineer.
 3. Project identification and information sign(s) supplied by the Engineer shall be returned to the Engineer. Temporary traffic signing and all associated hardware, fittings, posts, brackets and incidentals shall be removed from the project when no longer needed and become the property of the Contractor.
 4. Ensure that temporary no parking signs which are to be used for short periods of time will be provided as required.
- C. Temporary Precast Concrete Traffic Barrier:
 1. Furnish, place, reset, and remove temporary precast concrete traffic barrier for use at location specified in the Contract Documents or as directed by the Engineer. Resetting temporary precast concrete traffic barrier shall consist of removing and relocating barrier as directed by the Engineer.
 2. Install reflective barrier markers and vertical panels (object markers) on the barrier as specified.
- D. Temporary Crash Cushion Sand Filled Plastic Barrels (SFPB):
 1. Prior to installing the SFPB, level the ground supporting the system utilizing material comparable to the existing ground or as approved.
 2. The components, assembly, placing configuration, and filling of the individual plastic barrels with varying weights of sand shall be in accordance with the manufacturer's recommendations or as specified in the Contract Documents. Barrels shall be watertight. SFPB may stand on pallets up to 4 in. high.
 3. Reflectorize the first barrel of the SFPB configuration as specified. Following an impact, an approved reflectorized drum will suffice

temporarily as reflectorization for the SFPB. Replace damaged barrels within four hours after notification.

4. Use dry and loose sand in the barrels. Do not use bags of sand. Add an antifreeze agent to the sand in accordance with the manufacturer's recommendations. Have sufficient replacement materials available.
5. Immediately after the SFPB have served the intended purpose, remove the installation and restore the site as directed. Furnish, place, reset, and remove temporary precast concrete traffic barrier for use at location specified in the Contract Documents or as directed by the Engineer. Resetting temporary precast concrete traffic barrier shall consist of removing and relocating barrier as directed by the Engineer.

E. Drums for Maintenance of Traffic:

1. Furnish and place Drums for Maintenance of Traffic as warning or channelizing devices to control or maintain traffic. The drums shall be located as specified in the Contract Documents or as directed by the Engineer.
2. Drums for Maintenance of Traffic shall be manufactured of low-density polyethylene (PE) to withstand impact without damage to themselves or vehicles. The drum shall be 36 inches in height and a minimum of 18 inches in diameter. The reflective stripes shall be horizontal, circumferential, orange and white, 6 inches wide, two each of white and orange alternating with the top stripe being orange. Drums may have one or more flat sides as long as the minimum 18 inch diameter is satisfied.
3. Drums for Maintenance of Traffic shall be adequately weighted with bags of sand to keep them from moving. These bags, with no other attachments, shall rest on the base of the drum. The drums shall be maintained in like-new condition.

F. Arrow Panels:

1. Furnish, place, and remove arrow panels for use at locations specified in the Contract Documents or as directed by the Engineer. Self-contained trailer units shall be used unless otherwise specified in the Contract Documents.

G. Portable Variable Message Signs (PVMS):

1. Set up and operate the PVMS on the project site 24 hours in advance of actual use. Ensure that each unit / element is functioning properly and obtain approval from the Engineer. Locate the PVMS as specified.
2. Aim the PVMS at approaching traffic in accordance with the 900 ft minimum visibility and legibility requirement. Ensure that the

PVMS is level and that the sign face is not obscured by highway alignment or glare from either sunlight or vehicle headlights.

- H. Temporary Pavement Markings:
 - 1. Install necessary temporary pavement marking paint or removable tape required in connection with the temporary street work, and shall remove or obliterate existing or temporary pavement markings whenever vehicle traffic is moved to a newly available pavement area or to different traffic patterns. Permanent pavement markings impacted by temporary work shall be re-installed in-kind by the Contractor with the appropriate pavement marking material.
- I. Type III Barricades for Maintenance of Traffic
 - 1. Use barricade rails conforming to the MdmUTCD, with a minimum rail length of 5 ft. Use approved reflective sheeting and installation procedures.
 - 2. Replace barricades damaged by traffic within four hours after notification.
 - 3. Mount signs so that no more than half of the top two rails or one third of the barricade is covered. Mount signs on the barricade so that the bottom of the sign is at least 12 in. above the ground or surface. The bottom of rectangular signs shall not be mounted higher than the bottom of the top rail. Do not use aluminum signs.
- J. Temporary Construction Fence:
 - 1. Temporary construction fence shall be at least 4 ft high and with a maximum post spacing of 8 ft. When installed on a paved surface, support the fence by inserting the round post into a precast concrete block having a round hole through the center of the block. When installed in unpaved areas, use steel U channel fence posts driven 1-1/2 ft into the ground. Installation of the fence in any other manner will require approval.
 - 2. Secure the fabric to the posts by wrapping a tie wire around the horizontal fence strands and the posts. Install a top tension wire to prevent sagging. When installed on paved surfaces, the Engineer will determine if a bottom tension wire is required. Remove the fence when the Engineer determines that the fence is no longer required. The removed fence is the property of the Contractor.
 - 3. Repair or replace damaged fence within four hours after notification.
 - 4. Color of temporary construction fence shall be:
 - a. Orange, or
 - b. Yellow if used within 25' of AMTRAK Right of Way, or when directed by the Engineer.

- K. Temporary 6 Foot High Chain Link Fence for Maintenance of Traffic:
 - 1. Temporary 6 Foot High Chain Link Fence shall be installed and maintained in accordance with the suppliers recommendations and/or as directed by the Engineer.
- L. Redirecting Traffic:
 - 1. Channelizing, shifting of traffic lanes, and barricading of traffic in connection with the work will be subject to approval of the appropriate jurisdictional agency. Existing local standards for signing and marking of construction will apply in addition to the MdMUTCD. Lanes intended for traffic use shall be kept clear for minimum width of 11 feet except that minimum 10 feet may be used provided all vertical obstructions are kept four or more feet from the edge of the lane.
 - 2. Do not allow operations to interfere with vehicular and pedestrian traffic on the streets or at the sites at any time. Schedule operations such that there will be no interference with Rail Operations and minimum interference with bus operations.
- M. Temporary Closing:
 - 1. Prior to temporary closing to traffic, part of any street, sidewalk, or other access or to changing traffic patterns from those indicated on the Contract Drawings, obtain approval/ permit from the appropriate jurisdictional agency, at least two (2) weeks before such closures or changes are made. Deviations will be for emergency conditions affecting life and property only and immediately notify the Engineer and the appropriate jurisdictional agency of any such emergency changes. Submit copies of all approvals to the Engineer.
- N. Contractor Surface Operations:
 - 1. Schedule surface operations to not be working intermittently throughout the area. Excavation or construction activities shall be scheduled and pursued to completion as required to permit opening of the street areas to traffic without unnecessary delays.
- O. Fully Accessible Walkways:
 - 1. Provide and maintain an ADA accessible pedestrian route throughout the project's limits. When an existing pedestrian access route is blocked by construction, alteration, or maintenance activity, an alternate accessible pedestrian route shall be provided that replicates as much as practicable the existing pedestrian facilities to maintain access to adjacent businesses, entrances and properties.
 - 2. The width of the existing pedestrian facility should be maintained if practical, with a minimum width of 60 inches preferred.

3. Traffic control devices and other construction materials and features shall not intrude into the usable width of the pedestrian route. Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway shall not project more than 4 inches into accessible pedestrian route.
- P. Intersections:
1. Excavate and deck intersections in stages as indicated. Phase construction so that the required number of traffic lanes on each street will be provided at all times during these operations. Upon completion of decking installation, traffic in all intersections shall be fully maintained. Adequately bridge trenched or open excavations where traffic lanes are open to traffic during certain hours.
- Q. Temporary Paving and Patching:
1. Construct, maintain, and remove temporary pavement and patching required to safely and expeditiously handle vehicle and pedestrian traffic, within or adjacent to the construction site. Temporary pavement and patching composition shall conform to the specifications of the local jurisdictional agency. Any construction, maintenance or removal required by the Contractor's operations off the site shall conform to the requirements specified herein.
- R. New and Existing Traffic Control Devices:
1. Street name and traffic signs which are useable but are in the way of construction activities will be removed and replaced by the jurisdictional agency. Forty-eight hours' (48) notice to such agency is required.
 2. Whenever parking meters require removal, heads will be removed by the local jurisdictional agency upon 48 hours' notice. Posts will be removed by the Contractor.
 3. Minor adjustments in location of traffic signal heads and adjustments in signal timing will be performed by the jurisdictional agency upon one-week notice. Relocation or removal of existing traffic signals or installation of new signals will be carried out by the agency upon one-week notice with an allowance of two weeks to complete the work. Furnish and install replacement conduit, foundations, support and hand boxes in accordance with the local standards. The jurisdictional agency will perform all cable work required on its system, unless otherwise noted.

3.2 CONSTRUCTION OPERATIONS UNDER TRAFFIC:

- A. General:
1. Construction equipment is defined for the purpose of this article as all types of equipment, vehicles, and tools used in connection with

construction work. The term workers include every person or firm performing work in or adjacent to public streets.

B. Construction Equipment:

1. When in traffic lanes, operate all vehicles and equipment at normal traffic speeds. If this is not practicable, a slow moving vehicle emblem must be displayed in accordance with Title 21-805 (Motor Vehicle Code), Annotated Code of the State of Maryland. Do not park construction equipment in lanes intended for use by normal traffic. Park or store equipment at the work site behind a guard rail, barrier, curb or other protective device.

C. One-Way Traffic:

1. Do not operate construction equipment on traffic lanes, except in the designated direction of travel for respective lanes.

D. Construction Operations:

1. Perform no construction work involving occupancy of traffic lanes during adverse weather conditions or adverse road conditions except when authorized by the Engineer. Properly safeguard traffic by the use of flashers and lights in addition to the signs and other markings prescribed herein. During these periods, do not allow construction deliveries to take place over a travel lane or immediately adjacent thereto.
2. When traffic conditions dictate, the Engineer may require the Contractor to modify his work operation for such length of time as required to alleviate the hazardous traffic conditions.

E. Equipment Travel:

1. Do not move construction equipment other than that designed and used for general highway transportation on streets during hours of darkness, periods of adverse weather conditions which reduce normal visibility, or when the roadway is covered with snow or ice.
2. Only move construction equipment or material required in construction which exceeds the maximum vehicle dimensions enumerated in Title 24 (Motor Vehicle Code), in accordance with the established State and local regulations. Do not move such oversized load over streets of the local jurisdictional agency without first obtaining the approval of the appropriate agency.

F. Crossing Traffic Lanes:

1. When crossing open traffic lanes by construction equipment is necessary, such crossing shall be safeguarded with flaggers.

G. Flaggers:

1. Provide qualified flaggers thoroughly instructed in flagging procedures as required to safeguard and maintain vehicle and pedestrian traffic. Have flaggers perform their duties courteously and in such manner as will insure the safety and convenience of the traffic within the limits of the guarded area. Do not stop traffic unless such is necessary for safety. Supply flaggers with flares for adverse weather conditions and with red flags not less than 24 inches square for slowing or directing traffic to another lane.
 2. Flaggers shall wear high-visibility apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard High-Visibility Apparel and Headwear", and labelled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure.
- H. Removal of Traffic Control Devices:
1. Remove temporary signs, barricades, barrier curbs, drums, and cones used for safeguard traffic in connection with construction work at the close of the work day, unless the state of the work is such that warning devices are still needed and are adapted for night closing. In such cases notify the Engineer reasonably in advance of the normal quitting time that it may review the status of the work and request additional safety measures as it deems necessary.
- I. Storage:
1. Do not store material on lanes intended for traffic use.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MAINTENANCE OF TRAFFIC:

- A. Maintenance of Traffic will not be measured but will be paid for as a Contract monthly allowance. The payment will be full compensation for permit fees, relocating, turning, completely covering and uncovering or removing and resetting, maintaining in like new condition, and cleaning existing and temporary traffic signs and other traffic control devices. Included is the inventory of all existing pavement markings and the treatment of any other traffic control device not included in these Specifications but necessary for the fulfillment of the Contract requirements and implementation of the approved TCP, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment of the Contract allowance will be prorated and paid in equal amounts on each monthly estimate. The number of months used for prorating will be the number estimated to complete the work.
- B. When additional Contract pay items for Maintenance of Traffic are specified in the Contract Documents, measurement and payment will conform to the pertinent pay items.

- C. Cones, reflective collars, anchoring devices, STOP/SLOW paddles, sign flags, and warning lights will not be measured but the cost will be incidental to the Contract price for Maintenance of Traffic unless otherwise specified.
- D. Temporary traffic control devices that need replacement shall be replaced immediately, as directed. The cost of replacement, including all material, labor, equipment and tools, will not be measured but will be incidental to the Contract price for Maintenance of Traffic except when specifically set up in the Contract Documents as a separate Contract pay item.
- E. When there is no item in the Contract Documents, maintenance of traffic will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.
- F. The Administration reserves the right to withhold Maintenance of Traffic allowance payment to the Contractor if conditions of temporary traffic control are non-compliant to the Contract Documents.

4.2 TEMPORARY TRAFFIC SIGNS FOR MAINTENANCE OF TRAFFIC:

- A. Temporary Traffic Signs for Maintenance of Traffic will be measured per Square Foot.
- B. Temporary Traffic Signs for Maintenance of Traffic will be paid for at the Contract unit price, complete in place. This price shall be full compensation for all material, sign supports, equipment, tools, labor and all work to set up, maintain, and remove when no longer needed.

4.3 PORTABLE VARIABLE MESSAGE SIGN (PVMS):

- A. Portable Variable Message Sign (PVMS) will be measured at the contract unit price per Unit Day.
- B. Portable Variable Message Sign (PVMS) will be paid per unit day, once, complete in place. This price shall be full compensation for all material, equipment, tools, labor and all work to set up, reset, maintain, and remove when no longer needed.

4.4 FURNISH AND PLACE TEMPORARY ORANGE CONSTRUCTION FENCE:

- A. Furnish And Place Temporary Orange Construction Fence will be measured per linear foot.
- B. Furnish And Place Temporary Orange Construction Fence will be paid for at the Contract unit price per linear foot for the actual number of linear feet measured to center of end posts which price and payment shall be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

4.5 TYPE III BARRICADE FOR MAINTENANCE OF TRAFFIC

- A. Type III Barricade for Maintenance of Traffic will be measured at the contract unit price per Each.
- B. Type III Barricade for Maintenance of Traffic will be paid per Each, once, complete in place. This price shall be full compensation for all material, equipment, tools, labor and all work to set up, reset, maintain, and remove when no longer needed. Where barrier have been set and damaged by traffic and the Engineer determines that they are not repairable, replacement will be paid at the Contract unit price per each.

4.6 5 INCH TEMPORARY PAVEMENT STRIPING TAPE

- A. 5 Inch Temporary Pavement Striping Tape will be measured at the contract unit price per Linear Foot.
- B. 5 Inch Temporary Pavement Striping Tape will be paid per Linear Foot, once, complete in place. This price shall be full compensation for all material, equipment, tools, labor and all work to set up, reset, maintain, and remove when no longer needed.

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

This Section includes the application of measures to control soil erosion throughout the life of the project.

1.3 REFERENCES

For additional references, refer to the General Provisions and Supplementary Provisions.

Abbreviations and Acronyms:

1. ASTM: American Society for Testing and Materials.

Reference Standards:

2. ASTM: American Society for Testing and Materials.
 - a. ASTM D 4491 for geotextile permeability

1.4 PREINSTALLATION MEETINGS

Erosion and Sediment Control Meeting

1. The Contractor shall conduct an Erosion and Sediment Control meeting with MDE seven days prior to start of construction. MDE shall be notified in writing to 1800 Washington Boulevard/Baltimore/MD 21230, or by phone at 410-537-3000.
2. The Contractor shall assign to the project an employee to serve as the erosion and sediment control manager. The designated employee shall be experienced in all aspects of construction and have satisfactory completed the Erosion & Sediment Control Training Program pursuant to Natural Resources Article 8-1103.1.

PART 2 - PRODUCTS

2.1 MATERIALS

Stabilized Construction Entrance

1. Geotextile Fabric Class C
 - a. Geotextiles shall conform to the class specified in the Contract documents. The geotextile shall be manufactured from fibers

consisting of long chain synthetic polymers, composed of a minimum 85 percent by weight of polyolephins, polyesters or polyamides. The geotextile shall resist deterioration from ultraviolet exposure. Geotextiles used in the construction of silt fence shall contain sufficient amounts of ultraviolet ray inhibitors and stabilizers to provide a minimum of 12 months of expected usable construction life at a temperature range of 0 to 120 F (-18 to 49 C).

All values specified are minimum or maximum roll values.

Geotextile shall have a 0.010 cm/sec minimum permeability when tested in conformance with D 4491, and an apparent minimum elongation of 20 percent when tested for conformance with the grab tensile strength requirements specified below. Geotextiles shall also conform to the following additional requirements:

MAXIMUM APPARENT OPENING SIZE	GRAB TENSILE STRENGTH	MINIMUM BURST STRENGTH
mm	lb (N) min	psi (Mpa)
0.30	200 (890)	320 (2.2)

Sewing of the geotextile will be allowed provided it conforms to the following:

Seams shall be either “J” or “butterfly” type and shall utilize a lock stitch. Seams shall conform to the tensile strength requirements for the geotextile when tested across the seam.

The thread for seaming shall be of equal or greater durability than the geotextile itself.

2. Stone: As specified on the Contract Drawings.

Silt Fence: As shown on the Contract Drawings.

Portable Sediment Tank: As shown on the Contract Drawings.

Temporary Seeding: See Section 32 92 00 Turf and Grasses, part 2.

PART 3 - EXECUTION

3.1 PREPARATION

General Requirements

1. All measures shall comply with the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control. The Contractor shall conduct an Erosion and Sediment Control meeting with MDE seven days prior to start of construction. MDE shall be notified in writing to 1800 Washington Boulevard/Baltimore/MD 21230, or by phone at 410-537-3000.

2. The Contractor shall assign to the project an employee to serve as the erosion and sediment control manager. The designated employee shall be experienced in all aspects of construction and have satisfactorily completed the Erosion & Sediment Control Training Program pursuant to Natural Resources Article 8-1103.1.

Sequence of Construction

3. The Contractor shall follow the sequence of construction specified on the erosion and sediment control plans included in the Contract Drawings. In the event that this sequence requires modifications for any reason, the Contractor shall immediately notify the Engineer and MDE for approval.

3.2 INSTALLATION

The Contractor shall install all erosion and sediment control measures as specified on the Contract Drawings.

3.3 CLOSEOUT ACTIVITIES

Removal:

1. When the construction area for each sediment control measure is stabilized, the Contractor shall remove the measure with the prior written approval of MDE's Sediment Control Inspector and permanently stabilize the areas disturbed by this removal. All material removed shall become the property of the Contractor.

3.4 MAINTENANCE

The Contractor shall maintain all erosion and sediment control measures as specified on the Contract Drawings even when the project is temporary closed down

PART 4 - MEASUREMENT AND PAYMENT

4.1 INLET PROTECTION:

- A. Inlet Protection will be measured per each.
- B. Inlet Protection will be paid for at the contract unit price bid per each, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

END OF SECTION

**SECTION 01 61 00
PRODUCTS****PART 1 - GENERAL****1.1 DESCRIPTION:**

- A. This section specifies general requirements for products, including the handling, transportation, and storage thereof, and the use of trade names and alternatives.
- B. Additional requirements are contained in the General Provisions.

1.2 QUALITY OF MATERIALS:

- A. Provide new materials, except as may be indicated in the Specifications or the Contract Drawings. Manufacture, handle, and use the materials so as to ensure completed work in accordance with the Contract.

1.3 HANDLING AND TRANSPORTATION:

- A. Handling:
 - 1. Avoid bending, scraping, or overstressing product. Protect projecting parts by blocking with wood, by providing bracing, or by other approved methods.
 - 2. Protect products from soiling and moisture by wrapping or by other means.
 - 3. Package small parts in containers such as boxes, crates or barrels to avoid dispersal and loss. Firmly secure an itemized list and description of contents to each container.
- B. Transportation:
 - 1. Conduct loading, transporting, unloading, and storage of products such that they are kept clean and free from damage.

1.4 STORAGE AND PROTECTION:

- A. Provide sheltered, weather-tight or heated weather-tight storage as required for products subject to weather damage.
- B. Provide blocking, platforms or skids for products subject to damage by contact with ground.
- C. Store packaged materials in their original unbroken package or container.
- D. Protect products from damage during warehousing operations.

1.5 TRADE NAMES AND ALTERNATIVES:

- A. For convenience in designation on the Contract Drawings or in the Specifications, certain articles or materials to be incorporated in the work

may be designated under trade names or the names of manufacturers and their catalog information.

- B. Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, the use of an alternative article or material which the Contractor represents to be of at least equal quality and of the required characteristics for the purpose intended will be permitted, subject to each of the following requirements:
1. The Contractor bears the burden of proof as to the quality and suitability of alternates. Furnish all information necessary to substantiate this burden, as required by the Engineer at no additional cost to the MTA. The Engineer shall be the sole judge as to the quality and suitability of the alternate material.
 2. Where the use of an alternative material involves modification to the design or to existing installation, submit these modifications for approval to the Engineer. The Contractor shall be solely responsible for the changes and modifications resulting from such use of alternative materials.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 PRODUCTS:

- A. Products will not be measured separately.
- B. Products will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 01 78 00
CLOSE OUT

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. This section specifies the requirements for contract close out. This Section includes:
 - 1. Closeout Procedures.
 - 2. Punch List.
 - 3. Final Cleaning.
 - 4. Adjusting.
 - 5. Record Documents.
 - 6. Operation and Maintenance Data.
 - 7. Training Manuals.
 - 8. Warranties.
- B. Related Work Specified Elsewhere
 - 1. GP-9.04 "Final Acceptance and Final Payment".
 - 2. Section 01 33 00 - Submittals

1.2 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for the Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment in accordance with GP-9.04.

1.3 PUNCH LIST:

- A. Notify the Engineer at least 10 days in advance of the desired date for the walk through to determine the final items for completion. This walk through must be done when the job is 95 percent complete or better.
- B. The following attendees are required:
 - 1. Contractor.
 - 2. Engineer.
 - 3. Project Designer.
 - 4. Inspectors.
 - 5. MTA Safety Representative.

6. Major Subcontractors.
- C. The list compiled by the Engineer and circulated to the attendees does not represent the final list and therefore can be added to until final acceptance by the MTA of any item or items discovered after the walk through has been completed.
- D. Complete all items on the list to the satisfaction of the Engineer before final acceptance will be made.

1.4 FINAL CLEANING:

- A. Execute the final cleaning prior to final inspection.
- B. Mechanically clean debris from the drainage system in all work areas.
- C. Clean and remove waste, surplus materials, rubbish, and construction facilities from all areas occupied by the Contractor for any purpose.

1.5 ADJUSTING:

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.6 RECORD DOCUMENTS:

- A. Maintain on site, one set of the following record documents; recording actual revisions to the work:
 1. Contract Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Submit proof of updated As-Built Drawings as part of the monthly pay request.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Section a description of actual products installed, including the following:
 1. Manufacturer's name and product number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 2. Field changes of dimension and detail.
 3. Details not on original Contract Drawings.
- F. Submit approved Record Documents to the Engineer prior to final application for Payment.

1.7 OPERATION AND MAINTENANCE DATA:

- A. Submit 6 hard copy sets prior to final inspection, bound in 8-½ inch by 11 inch three ring vinyl binders with durable covers. Submit one electronic copy in word-searchable (i.e. text-recognizable) bookmarked, PDF form using ProjectWise. Provide the entire O&M Manual in one PDF file. Bookmark and organize the electronic copy identically to the hard copy.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of the project, and subject matter of the binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with the tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each project or system description identified, typed on 24 or 30 pound white bond paper.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, covering the following:
 1. Significant design criteria.
 2. List of equipment.
 3. Parts list for each component.
 4. Operating instructions.
 5. Maintenance instructions for equipment and systems.
 6. Maintenance instructions for finishes including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Project documents and certificates, including the following:
 1. Approved shop drawings and product data.
 2. Certificates.
 3. Photocopies of warranties.

1.8 TRAINING MANUALS:

- A. Submit 6 hard copy sets prior to final inspection, bound in 8-½ inch by 11 inch three ring vinyl binders with durable covers. Submit one electronic copy in word-searchable (i.e. text-recognizable) bookmarked, PDF form using ProjectWise. Provide the entire Training Manual in one PDF file. Bookmark and organize the electronic copy identically to the hard copy.
- B. Prepare binder covers with printed title "TRAINING MANUAL", title of the project, and subject matter of the binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with the tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each project or system description identified, typed on 24 or 30 pound white bond paper.

1.9 WARRANTIES:

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three-ring vinyl binder with durable cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 calendar days after acceptance, listing date of acceptance as the start of the warranty period.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT**4.1 FINAL DOCUMENTATION:**

- A. Final Documentation will not be measured separately.
- B. Final Documentation will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 02 24 00
ENVIRONMENTAL ASSESSMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Refer to General Provisions Section GP-7. This section specifies the requirements for environmental protection and stewardship that pertain to, but are not limited to the following environmental topics:
 - a. Waste Handling
 - b. Stormwater Management
 - c. Sanitary Sewer Discharge
 - d. Air Quality Management
 - e. Construction Materials and Storage
 - f. Spill Prevention and Management
 - g. Special Hazardous Materials
 - h. Equipment Decommissioning
 - i. Contaminated Soils and Groundwater
 - j. Underground Storage Tanks (UST)
 - k. Natural Resources
 - l. Wetland Rectification
 - m. Historical, Archeological, and Cultural Resources
 2. The Maryland Transit Administration (MTA) operates in accordance with guidance set forth in their Environmental Commitment Statement and an Environmental & Sustainability Management System (ESMS) that meets the International Organization for Standardization's (ISO) standard for Environmental Management Systems (ISO 14001). The MTA's ESMS prevents adverse environmental impacts by instituting a structured approach to environmental protection and stewardship in daily operations, including those of MTA's contractors and suppliers.
 3. The following information is supplied to contractors and suppliers who perform work for the MTA and is intended to make them aware

of the ESMS and to ensure conformance to the MTA's Environmental Commitment Statement and applicable ESMS procedures and instructions. Conformance with the Environmental Commitment Statement and all requirements noted in this document is expected of all those persons working for or on behalf of the MTA which includes contractors, subcontractors, suppliers and their employees at a job site.

4. Failure to follow these requirements can result in penalties or work stoppage which will be determined and controlled by the MTA Construction Resident Engineer.
5. Contact the MTA Environmental Manager (EM) through the Resident Engineer (RE) with any questions regarding the Environmental Commitment Statement and/or any other environmental related documents.

B. Related Requirements:

1. Section 01 57 13 Temporary Erosion and Sediment Control

1.3 GENERAL REQUIREMENTS

1. General Requirement
 - a. MTA contractors, subcontractors, suppliers and their employees will minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work must be protected during the entire duration of this contract. Any delays resulting from failure to comply with environmental laws and regulations will be the Contractor's responsibility.
2. Pollution Prevention
 - a. Contractors/suppliers are responsible for preventing pollution of the air, water and land, and for the proper disposition of waste generated by their activities. The following guidelines provide specific information to assist contractors/suppliers with this requirement, but these guidelines do not take the place of federal, State and local regulations. The contractor / supplier must comply with all federal, State, and local regulations.
3. Environmental Regulation Compliance
 - a. In addition to preventing pollution, contractors/suppliers are responsible for their own compliance with all applicable federal, State and local environmental regulations.
4. Excavation Control

- a. Contractors / Suppliers will need to complete the Contractor Environmental Checklist to ensure no environmental risk is posed by excavation activities. Excavation may require permits from the Maryland Department of the Environment (MDE).
 5. Community Awareness
 - a. Contractors / Suppliers will be sensitive to the effects of noise, odor, light, and traffic movement to the local community.
 6. Good Housekeeping
 - a. Contractors / Suppliers are responsible for keeping the site clean and orderly. Site cleanliness should be evaluated daily and all trash and debris should be properly managed and/or disposed of by the close-of-business each day.
 7. Training
 - a. Contractors / Suppliers employees shall be trained on applicable federal, State, and local environmental regulations and standards. Contractors / Suppliers will provide copies of employee training certificates per the contract requirements or upon request from the MTA Environmental Manager or Site Resident Engineer. All documents will be submitted to the Resident Engineer for processing.
 8. Compliance by subcontractors with the provisions of this and various other sections of these specifications is the responsibility of the Contractor.
 9. Use of equipment from which factory installed antipollution and noise control devices are removed or rendered ineffective, either intentionally or through lack of proper maintenance is prohibited.
- B. Related Requirements:
1. Section 01 57 13: Temporary Erosion and Sediment Control

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Certificates:
1. Submit the following for approval with additional requirements as specified by each.
 - a. Contractor Environmental Checklist
 - 1) The contractor will submit the “Environmental Checklist” no more than 15 days after the issuance of the NTP. No field work will commence before the checklist has been completed and approved. The purpose of this form is to establish whether or not a particular activity poses a substantial environmental risk

that needs specific additional controls. The MTA Environmental Manager will review this checklist and determine whether or not the proposed project activities pose a substantial environmental risk. If the expected environmental risk needs no further controls, the MTA Environmental Manager will approve the checklist noting that “no further action” is needed and the checklist will be returned to the MTA Resident Engineer no later than 14 days after receipt. If the MTA Environmental Manager determines that additional controls are needed, the “Contractor Environmental Activity Statement” will be required. This form will be provided to the Contractor and will be returned to the Environmental Manager. The Environmental Manager will coordinate subsequent activity with the MTA Resident Engineer.

b. Contractor Environmental Activity Statement

- 1) This form is used when the MTA Environmental Manager determines that a contractor/supplier’s activities pose a substantial risk of an adverse environmental impact such that additional controls are needed. Upon request, contractors are to submit a written statement outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations using the Contractor Environmental Activity Statement form provided. The Activity Statement must address potential risks to the environment, contractors, employees and other personnel associated with MTA project activities and proposed measures for minimizing these risks. This form will only be required of the successful bidder and will be completed no more than 10 days after the “Environmental Checklist” has been submitted. Upon approval by the MTA Environmental Manager in coordination with the Resident Engineer, the contractor/supplier may commence work on the site.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 OPERATION

- A. Waste Management:

1. Proper Waste Handling is Contractor Responsibility - All waste disposal (i.e., construction debris, scrap metal, municipal solid waste, non-hazardous waste, hazardous waste, etc.) will be the responsibility of the contractor. Labeling, storage and disposal of all waste material must follow all applicable Federal and State regulations. Do not dump debris or rubbish of any kind into or allow to deposit into a waterway, onto adjacent banks, or onto roadways. All waste disposal routes will be approved by the EM through the Resident Engineer. Hazardous waste manifests will only be approved and signed by members of the MTA Environmental group.
2. Pick up trash and place in containers. Trash containers will be emptied on a regular schedule. Conduct handling and disposal to prevent contamination of the site and other areas. Do not dispose of in wetlands or burn waste materials on the site. Upon project completion, site should be restored to a clean and neat appearance.
3. Transport all waste off the site to an approved disposal site and dispose of it in a manner that complies with Federal, State, and local requirements. Approval of the disposal site is required by the Resident Engineer along with the MTA Environmental Manager depending on the waste type.
4. Waste haulers must obtain a permit or license prior to transporting any material off the site. The Contractor shall provide and maintain containers and dumpsters or haul away material to be disposed of. The Contractor shall not use adjacent business's dumpsters.
5. Hazardous Waste Notification - The contractor must notify the MTA Environmental Manager through the MTA Resident Engineer of all hazardous waste streams to be generated before a waste is generated and collected on site. The MTA Environmental Manager will approve the storage location of all generated hazardous waste, maximum quantities and the container type(s) used. The hazardous waste manifest will be approved by the MTA Environmental Manager. Site Hazardous Waste ID numbers will be provided by the MTA Environmental Manager. Hazardous waste manifests will be signed by the Environmental group of the OSQARM. Original copies of hazardous waste manifests will be provided through the Resident Engineer to the Environmental Manager.
6. Waste Container Labeling - Containers (such as drums) must be labeled with the contents of the drum (or other container) and the responsible contractor's name and contact information. **NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.**
7. Waste Documentation - Shipping information and paperwork (SDS, Waste Profiles, Bills of Lading, Manifests and inventory) must be provided upon request to MTA.

8. Waste from demolition or other work at MTA that is deemed recyclable must be properly managed and conveyed to an approved facility. Recycled material totals and manifest/weigh bills must be provided to the Environmental Manager through the Resident Engineer.
- B. Stormwater Management
1. Erosion and Sedimentation Permit
 - a. Contractor must obtain a permit for any land disturbance activities that disturbs 5,000 square feet or more of land or results in 100 cubic yards or more of earth movement, if not included in the bid package.
 - b. An Erosion and Sedimentation Control Plan and Storm Water Management Plan may also be required in the contract documents. Stormwater management on MTA sites must adhere to all pertinent Federal, State, and local regulations. The most stringent local requirement should be followed.
 2. Erosion and Sediment Control Measures Required
 - a. If not already included in the bid package, it is the contractor's responsibility to install erosion and sediment control measures such as silt fences, straw bales, etc. to control the solids entering storm drains from erosion or other processes, if necessary. This requirement will also appear in the contract document as required and is not intended to be a duplication of effort.
 3. No Solids into Storm Drains
 - a. Solids must be prevented from entering storm drains. Roadways and outside areas must be kept clean. Compliance with the CLEAN WATER ACT is mandatory. Concrete saw cutting water must be contained and not allowed to enter storm drains.
 4. No Co-Mingling of Process Materials
 - a. No process materials or any other sources of water pollutant shall be co-mingled with storm water.
 5. Cover Dirt Piles
 - a. All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed. Covering must conform to MDE requirements.
 6. Prevent Vehicle Fluids from Entering Storm Water

- a. Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
 7. Inspections required by the stormwater permit must be completed and a copy forwarded through the Resident Engineer to the Environmental Manager.
- C. Sanitary Sewer Discharge
1. No Discharge to Sanitary Sewers without Approval - Discharge of material other than sanitary sewage to ANY sanitary sewer system is prohibited without the prior consent of the MTA Environmental Manager. Handling of material discharge will be discussed and agreed in the Contractor Activity Statement prior to the NTP.
- D. Air Quality Management
1. Dust Control
 - a. Contractors will provide adequate control of fugitive dust emissions during all operations and activities. Refer to Section 01500.
 2. Other Emissions
 - a. Contractors/Suppliers must comply with all Clean Air Act requirements for emissions from their activities. Other emissions such as purposeful venting of CFC-containing refrigerants are strictly prohibited.
 3. Noise
 - a. Contractor will provide adequate noise control and monitoring devices. Refer to Section 01500 of the contract document.
- E. Construction Materials and Storage
1. SDS Knowledge Requirement - Contractors will not transport hazardous chemicals onto the project site without having prior approval of the associated Safety Data Sheets (SDS), from the MTA Office of Safety, Quality Assurance and Risk Management. These materials may include, but are not limited to, sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site prior to NTP.
 2. SDS Availability Requirement - The contractor will have available the Safety Data Sheets (SDS) for all chemical products in use always that their employees are working with on site. SDS's will be made available upon request.
 3. MTA Consent Required for Material Storage - There will be no storage of any materials and supplies on MTA property without the

consent of the MTA Resident Engineer. Areas for material storage will be selected and safeguards put in place to prevent stormwater runoff contamination.

4. Secondary Containment Requirement - Approved outside storage areas for chemical materials must be equipped with non earthen secondary containment equal to 110% of the capacity of the largest container by the contractor.
5. Container Type and Labeling Requirement - The contractor will ensure that all material containers owned or managed by the contractor are compatible with the material stored in the container and will be properly labeled in accordance with the OSHA HAZARD COMMUNICATION STANDARD and DOT standards (i.e., contents, primary hazard).
6. Keep Chemical Containers Closed - The contractor will ensure that chemical containers are closed except when in use.
7. Spill Kit Requirement - Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency. Spill kits will be approved by the Resident Engineer.

F. Spill Prevention and Management

1. Prevention - Contractors will provide adequate spill/release prevention (such as secondary containment) for all bulk materials. Conduct fueling and lubricating of equipment and motor vehicles onsite in a manner that prevents spills and evaporation. Dispose of lubricants in accordance with approved procedures meeting state, and local regulations. For oil and hazardous material spills that violate state, and local regulations, notify immediately the Resident Engineer.
2. Spill Response - THE CONTRACTOR WILL IMMEDIATELY REPORT ALL SPILLS OR RELEASES OF MATERIALS to the MTA Resident Engineer who will in turn notify the ENVIRONMENTAL MANAGER. Contractors will complete spill mitigation and document the cleanup with field notes and photos, until the spill incident is deemed closed by the MTA Environmental Manager.

G. Special Hazard Materials

1. Polychlorinated Biphenyls (PCB): (Immediately report any PCB chemical substance, mixture, equipment, container, sealant, coating or dust control agent, found stored within the project area to the Resident Engineer in writing and stop work in the area.)

- a. Suspected PCB Notification - If a material is suspected to have PCB contamination, the MTA Environmental Manager is to be notified via the Resident Engineer. Contractors/suppliers must manage materials and waste that contains PCB in accordance with the Toxic Substances Control Act (TSCA). Do not use PCB chemical substance, mixture, equipment, container, sealant, coating, or dust control agent except in accordance with all provisions of the Maryland Department of Health and Mental Hygiene as interpreted by the rules and regulations of 40 CFR 761.
 - b. MTA Environmental Manager Coordinates PCB Removal - All PCB removal conducted by the contractor/supplier shall be coordinated with the MTA Environmental Manager through the MTA Resident Engineer.
 - c. Lighting Ballast Disposal - Any lighting ballast that does not state that it is a non PCB containing ballast must be disposed of as recycled PCB containing ballast.
2. Asbestos Containing Material (ACM)
- a. Notification Requirement – Prior to initiating any field work, the contractor will evaluate all demolition and renovation work for the presence of ACM and ensure that this assessment is conducted by a Qualified Person (QP). A QP as defined in 29 CFR 1926.32(f), is a person capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure and has the authority to take prompt corrective measures to eliminate them. If the contractor identifies ACM during preliminary evaluation of work, they must inform the Resident Engineer who will contact the MTA Environmental Manager.
 - b. MTA Asbestos Management Procedure - All asbestos removal and disposal activities will be conducted in accordance with procedures approved by the MTA Environmental Manager. Approval for asbestos work will be prior to NTP for Ancillary Contract work and prior to initiating field work on Bid Contracts. In the event the Contractor, during the course of the work on the project, encounters the presence of asbestos or any ACM, PCBs or any other hazardous materials as recognized by the Maryland State Department of Health and Mental Hygiene, promptly notify the Resident Engineer, and BGE/CPSGI if located on their property. Do not perform any work pertinent to the asbestos or hazardous material prior to receipt of special instructions from the Administration through the Engineer. Any delay in the progress of the work as a result of encountering either asbestos or hazardous materials on the

- project will be mitigated by the Administration. Within 24 hours of this notification to the Administration through the Engineer of the encountering asbestos or hazardous materials, the Contractor will meet with the Resident Engineer to re-plan and work around the affected area. The Administration will provide the special instructions without delay and with the approval of the MTA Environmental Manager, authorizing work to progress.
- c. Compliance with Regulations - Contractors/suppliers engaged in activities that involve ACM shall comply with 29 CFR 1926.1101, 29 CFR 1910.1001 (and related Maryland regulations) as regulated by the Maryland Department of the Environment (MDE).
3. Lead
 - a. Lead Testing Requirement - Contractors are responsible for testing for the presence of lead based paints when working or welding on building or building structural steel. Testing will be done by an approved Industrial Hygienist as directed by the MTA Environmental Manager. This testing by either laboratory analysis or an XRF will be conducted prior to work and coordinated through the MTA Resident Engineer. Test results and chain of custodies will be supplied to MTA.
 - b. MTA Lead Management Procedure - All lead removal and disposal activities will be conducted in accordance with procedures approved by the MTA Environmental Manager and the applicable OSHA Lead Standard for the specific project activities.
 - c. Compliance with Regulations - Contractors/suppliers engaged in activities that involve lead shall comply with 29 CFR 1910.25 (the general industry lead standard) and, for construction activities 29 CFR 1926.62 (in conformance with the requirements of the Maryland Occupation Safety and Health).
 4. Refrigerants (CFCs)
 - a. Training Requirement - Contractors will provide copies of employee training certificates to the Resident Engineer for transmittal to the MTA Environmental Manager upon request.
 - b. No CFC Venting - Intentional venting of CFCs to the atmosphere is strictly prohibited. Records of recycling shall be maintained for removed CFC's and provided to MTA Environmental group through the Resident Engineer.

3.2 CLOSEOUT ACTIVITIES

- A. Equipment Decommissioning
1. Inspection Requirement - All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.
 2. Fluids and Hazardous Material Management Requirement - All fluids and other hazardous materials in the equipment will be removed prior to decommissioning and disposal of any waste generated will be handled in accordance with local, State and Federal regulations.

3.3 CLEANING

- A. Contaminated Soils and Groundwater
1. If the contractor encounters contaminated soils or groundwater during site excavations, the contractor must stop excavation and notify the Resident Engineer. The Resident Engineer will notify the Environmental Manager. The MTA will notify all pertinent regulatory agencies.
 2. No contaminated soil or groundwater will be removed from the site until the contractor has had the material sampled, analyzed, and characterized by an approved testing laboratory. The Environmental Manager, through the Resident Engineer, will provide the contractor with a list of approved laboratories. Following characterization, the contractor will submit the results to the Environmental Manager through the Resident Engineer. Based upon the test results, the Environmental Manager will determine a suitable and approved disposal facility for the material. It is the contractor's responsibility to arrange for transport of the contaminated soil to the facility and submission of waste manifests to the Environmental Manager through the Resident Engineer.
 3. The contractor will coordinate with the Resident Engineer and Environmental Manager to stockpile the material on site prior to disposal. The stockpile will be prepared to mitigate contamination to groundwater, loss off-site, or to any storm drains.
 4. Contaminated material contains one or more contaminants from an unintentional or intentional spilling, leaking, pumping, pouring, emitting, emptying, or dumping of a hazardous substance, hazardous waste, pollutant, or naturally occurring contaminant at a concentration which fails to satisfy any applicable remediation standard.
 5. Soils are considered hazardous and thus contaminated when the following criteria are met and must be managed according to applicable regulations:

- a. Soils test positive for characteristics of a hazardous waste defined at Title 40 CFR Part 261 Subpart C 261.21-261.24.
- b. Soil contains a listed waste as per 40 CFR 261 Subpart D 261.31-261.33.
- c. Soil is a mixture of a solid waste (non-hazardous) and one or more hazardous wastes listed in 40 CFR 261 Subpart D 261.31-261.33.
- d. Soil and Groundwater that have constituents that exceed the Maryland Residential and /or Non-residential reuse standards are considered contaminated. These standards are provided in the latest edition of the Maryland Department of Environment's Cleanup Standards for Soil and Groundwater. These contaminated soils and groundwater will be disposed of with the coordination and approval of the MTA's Environmental Manager in cooperation with the Resident Engineer.

B. Underground Storage Tanks

1. If the contractor encounters an underground storage tank (UST) during site excavations, the contractor must stop excavation and notify the Resident Engineer. The Resident Engineer will notify the Environmental Manager. The MTA will notify all pertinent regulatory agencies.

3.4 PROTECTION

A. Natural Resources (Air, Water, And Land)

- B. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed be preserved in their existing condition or be restored to an equivalent of the existing condition, as approved by the Engineer upon completion of the work.

C. Land Resources:

1. Except in areas indicated to be cleared, do not remove, cut, deface, injure, or destroy trees, shrubs, and vegetation without special permission from the Engineer. Do not fasten or attach ropes, cables, or guys to any existing nearby trees for anchorage.
2. The use of herbicides is not permitted unless otherwise specified.
3. If not already included in the bid documents, submit a plan for protecting existing trees and vegetation to remain and that could be injured, bruised, defaced, and otherwise damaged by construction operations.
4. The contractor needs to adhere to State and Local tree/forest protection and mitigation measures, whichever is more stringent. At

a minimum, the contractor must abide by the MD Reforestation Law and the Roadside Tree Law.

5. Repair and restoration: All trees and other landscape features scarred or damaged by the Contractors equipment and operations shall be repaired and restored to their original condition. Submit for the Engineer approval the repair and restoration plan prior to its execution. The repair and restoration plan shall be prepared in accordance with all applicable policies and procedures of the MDE and ACOE.
6. Construction facilities: The location of the Contractor's staging area, storage area and other construction buildings on public or privately owned property required temporarily in the performance of the Work, if not shown on the Contract Documents require approval of the Resident Engineer.

D. Water Resources:

1. At all times, take measures to prevent oil or other hazardous substances from entering the ground, drainage areas, and local bodies of water.
2. Protection of Existing Wetlands and Watercourses:
 - a. Plan, schedule, and undertake work in a manner that will ensure the protection and preservation of existing wetlands and watercourses.
 - b. No construction activities should occur on the banks or within the channels of these waterways or within wetlands or their buffers without specific permit coverage provided by the USACE and MDE. This includes activities such as clearing vegetation from stream banks, placing culverts or temporary creek crossings, channelizing or straightening streams, filling wetlands with soil, or placing dams or sediment barriers across streams.
 - c. Install Orange Plastic Fence as specified in SECTION 01 50 00 Temporary Facilities and Controls to outside the perimeter of all wetlands in the work area.
3. Remove temporary "permitted" culverts, fords or bridge structures, if used; upon completion of the project and repair the area in conformance with its original condition and as specified herein.
4. Flood Plain Management: Design and undertake work that may involve floodplains in full compliance with the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001 et seq.) and the Flood Disaster Protection Act of 1973 (P.L. 93 234, 87 Stat. 975). Executive Order 11988 (Floodplain Management) to be

accommodated in all pertinent work through compliance with the DOT implementation plan as defined in FR 27148 (June 22, 1978).

5. Maryland's Chesapeake Bay Critical Area Act: regulates activities conducted within 1,000 feet of tidal waters. The contractor is responsible for adhering to applicable State and Local regulations, whichever is more stringent, pertaining to development within the Chesapeake Bay Critical Area.

E. Fish and Wildlife Resources

1. 60
2. The contractor shall follow all applicable Federal, State, and local regulations and requirements pertaining to fish and wildlife resource protection and any restrictions or provisions that are provided in the bid documents.
3. The contractor shall adhere to all "time-of-year" restrictions for in-stream work as defined in the project bid documents or per the pertinent Maryland regulations.

F. Wetland Rectification

1. The contractor shall not disturb wetlands unless specifically required by the contract documents.
2. If wetlands are disturbed during development, the contractor shall develop a rectification plan for submittal to the Maryland Department of the Environment (MDE) and Chesapeake Bay Critical Areas Commission (CBCA).
3. The plan shall provide for wetland functions to be rectified by planting locally indigenous species, as specified in the MDE rectification standards.
4. Maintenance
 - a. Rectified areas shall be managed to allow for the reversion of wetland acreage and function.
 - b. Rectified areas shall not be mowed, chemically treated, or otherwise manipulated so as to prevent re-generation of previous site conditions.

G. Cultural Resources – Historical and Archeological

1. Do not use in connection with this Contract, as a storage, staging or preparation site, any historic property including buildings, structures and sites that is, as of the date of this Contract, on or eligible for listing on the National Register of Historic Places (16 U.S.C., paragraph 470a) without the prior approval of the Engineer.
2. If the contractor identifies potential historic properties, including buildings, structures, archeological deposits, foundations, or

potential human remains, or if effects to historic properties and sites are identified during the project activities, the contractor shall stop work and notify the Resident Engineer. The Resident Engineer is required to contact the MTA Division of Environmental Planning.

PART 4 - MEASUREMENT AND PAYMENT

4.1 WASTE HANDLING

- A. Waste Handling will not be measured separately.
- B. Waste Handling will be considered incidental to the appropriate work item.

4.2 STORMWATER MANAGEMENT

- A. Stormwater Management will not be measured separately.
- B. Stormwater Management permitting required as a result of additional work will be considered incidental to the appropriate work item.

4.3 CONSTRUCTION MATERIALS AND STORAGE

- A. Construction Materials and Storage will not be measured separately.
- B. Construction Materials and Storage will be considered incidental to the appropriate work item.

4.4 SPILL PREVENTION AND MANAGEMENT

- A. Spill Prevention and Management will not be measured separately.
- B. Spill Prevention and Management will be considered incidental to the appropriate work item.

END OF SECTION

CONTRACTOR ENVIRONMENTAL CHECKLIST



MARYLAND TRANSIT ADMINISTRATION
 ENVIRONMENTAL MANAGEMENT SYSTEM
 CONTRACTOR ENVIRONMENTAL CHECKLIST

PROJECT TITLE:			
MTA PROJECT MAN./RE			
BID / RFP #:		P.O. #:	

To be completed by the Contractor Project Manager for the contracted work or service to be performed.

Will the contracted work or service include any of the following activities?

GENERAL CONTRACTOR ACTIVITIES

- Land Disturbance (Excavation, Grading, etc.)(Wetlands,Streams) Yes No
- Construction (Building / Road / Parking Lot, etc.) Yes No
- Demolition (Building / Facility, etc.)/Asbestos Yes No
- Paving (Impervious - e.g., asphalt, concrete, etc.) Yes No
- Heavy Equip Use (Excavator, Dozer, Fork Lift, etc.) Yes No
- Blasting, Rock Crushing Yes No
- Surface Preparation / Treatments (floors, roofs, walls) Yes No
- Painting / Paint Removal (Lead) Yes No
- Sandblasting / Hydroblasting Yes No
- Welding, Cutting, Soldering Yes No
- HVAC or CFC/PCB Yes No
- Bulk Fuel / Chemical Storage or Transfer Yes No
- Use of Chemicals (solvents, caustics, acids, oils, etc.) Yes No
- Purging/Repair of Distribution Lines (fuel, oil, solvents etc.) Yes No
- Use of Herbicides, Pesticides, or Insecticides Yes No
- Well Drilling Yes No
- Discharge to Storm Drains Yes No
- Discharge to Sanitary Sewer Yes No
- Solid Waste Generation / Disposal (soil, concrete, materials, etc.) Yes No
- Medical Waste Yes No
- Hazardous Waste Generation / Disposal Yes No Unsure

To be completed by the MTA Environmental Manager after a review of activities above.

This project has activities that will significantly impact the environment Yes No

This Contractor Environmental Checklist is approved, no further action is needed.

The Contractor Environmental Activity Statement (ED 9-4.4.6-9) needs to be completed by the contractor .
 The activity statement will be provided based on the checklist by the Environmental Manager to the contractor.

Environmental Manager Signature: _____ Date: _____

Sumit Form To: Environmental Manager, 1515 Washington Boulevard, Baltimore, Md 21230

CONTRACTOR ENVIRONMENTAL ACTIVITY STATEMENT



ENVIRONMENTAL MANAGEMENT SYSTEM
CONTRACTOR / SUPPLIER
ENVIRONMENTAL ACTIVITY STATEMENT

The following information is to be filled out by the Contractor/Supplier (Please Print). Use additional pages if needed. The form shall be returned prior to the initiation of field activities to the MTA Environmental Manager at 1515 Washington Boulevard, Baltimore, Md 21230.

Contact Person: _____ Date: _____

Company Name: _____

Activities / Work Description:

Maryland Transit Administration (MTA) Site: _____

Briefly describe the activities or work to be undertaken by your company at the MTA site.

Training:

Your employees shall be trained per applicable federal, state, and local environmental regulations and standards. Training records shall be made available upon request. Describe the training that your employees receive.

Land Disturbance:

Will the activities or work you perform require the disturbance of land in an area greater than 5000 square feet? **YES or NO**

If YES, how will you comply with Erosion and Sedimentation Control requirements?

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? **YES or NO**

If YES, list the air emissions and the method for preventing impact to the environment.

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater to storm drains, streams, ditches, the land surface or sanitary sewers? **YES or NO**

If YES, how will the wastewater be handled?

Materials and Supplies Usage / Storage:

What materials / supplies (fuel, oil, bulk chemicals, etc.) will you be handling or bringing on site to perform the contracted work? Describe how you will prevent spills and comply with proper management requirements (such as secondary containment). Has MTA approved the products for use? Describe your ability to react to spills if they occur.

Solid Waste Generation:

Will the activities or work you perform result in the generation of solid waste, medical waste and / or universal waste? Has laboratory analysis been performed? **YES or NO**

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

Hazardous Waste Generation:

Will the activities or work you perform result in the generation of hazardous waste? **YES or NO**
Has laboratory analysis been performed?

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

Waste Recycling:

Are any wastes generated to be recycled? **YES or NO**

If YES, list the recyclables, where and how they will be recycled.

Energy:

Will the activities or work consume energy? **YES or NO**
(Electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

LEED Construction:

Is this project subject to scoring under the Leadership in Energy and Environmental Design (LEED) criteria? **YES or NO**

If YES, what is the target level sought? _____

Other:

Are there any other ways in which your activities will affect or protect the environment? **YES or NO**

If YES, please describe below.

Information:

Company Name: _____
 Contact: First Name: _____ Last Name: _____ Title: _____
 Address: _____ City: _____ State: _____
 Phone: _____ Fax: _____ Email: _____
 Secondary Contact: _____ Sec. Phone: _____

Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property.

The MTA Environmental Manager will communicate applicable changes to the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact the Environmental Management at (410) 454-7317.

Print Name: _____ Title: _____
 Signature: _____ Date: _____

MTA Environmental Review

A review of the above-submitted document has been found to be:

- COMPLETE - approved, no further action is needed.
- INCOMPLETE - a response must be received by: _____

Environmental Manager Signature: _____ Date: _____

PROJECT TITLE:		BID/RFP#:		P.O.#:	
----------------	--	-----------	--	--------	--

SECTION 02 41 13
SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. This section specifies the removal, abandonment, salvage, demolition in place and disposal of existing signs and posts, speed bump bolts, handrail as shown on the Contract Drawings, or as directed by the engineer.
- B. Related Requirements:
1. Section 01 33 00: Submittals
 2. Section 03 80 00: Saw Cutting for removal of sidewalk
 3. Section 31 23 00: Excavation and Fill for excavation of soil or placement of fill.

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
1. AASHTO: American Association of State Highway Transportation Officials
 2. ACI: American Concrete Institute.
 3. ASTM: American Society for Testing and Materials.
 4. AWS: American Welding Society.
 5. CRSI: Concrete Reinforcing Steel Institute.
 6. MSMT: Maryland Standard Method of Test
 7. MDOT-SHA: Maryland Department of Transportation – State Highway Administration
- C. Reference Standards:
1. AASHTO: American Association of State Highway Transportation Officials
 - a. AASHTO T-180 for backfill compaction

- b. AASHTO M-145 groups A-2, A-2-4 or A-2-6 for borrow material

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Sustainable Design Documentation:
 - 1. In accordance with SECTION 01 33 00, submit site location for legal disposal of materials for approval.

1.5 QUALITY ASSURANCE

- A. Contractor shall comply with local and other state agencies' applicable codes, regulations, reference standards and specifications that would apply to work included in this section.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The following materials shall conform to the MDOT-SHA Standard Specification Sections noted below, unless noted otherwise:
 - 1. Flowable Fill: MDOT-SHA Specification Section 314.01
 - 2. Portland Cement Concrete and Related Products: MDOT-SHA Specification Section 902 – Mix 1

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection of In-Place conditions:
 - 1. The Contractor shall at his own cost and expense maintain the flow of all sewers, drains, house connections, inlet connections, and water courses until relocation or abandonment is completed.
 - 2. The Contractor shall support and protect all public utilities until relocation or abandonment is completed. Coordinate with utility owners to shut off active gas, water, and electric lines prior to digging.

3.2 DEMOLITION

- A. Removal or abandonment of existing utilities and underground utility structures:
 - 1. The Contractor shall construct 9-inch thick brick masonry or MDOT-SHA Mix No. 1 concrete bulkheads in existing utility pipe or conduit ends or structure openings, which are to be abandoned in place without removal. Pipe or conduit caps or plugs may be used in lieu of brick masonry or concrete bulkhead for pipes or conduits, 8-inch or less in diameter.

2. The area over the existing utility pipe, conduit, and/or structures to be removed or abandoned shall be excavated and, after removal or abandonment as indicated on the Drawings or directed by the Engineer, backfilled by the Contractor in maximum 8-inch lifts and compacted to 92% maximum density in accordance with AASHTO T-180. Borrow material furnished by the Contractor for backfilling the space previously occupied by the removal of utility or conduit facilities or the filling of abandoned underground structures shall meet the requirements for AASHTO M 145 groups A-2, A-2-4 or A-2-6.
 3. Underground structures shall be abandoned in place by the Contractor where indicated on the Drawings or directed by the Engineer in accordance with applicable local and State codes and regulations. All materials removed by the Contractor shall become the property of the Contractor and be removed from the site of the work and disposed of at a permitted disposal facility.
 4. Pipelines greater than 18-inch diameter shall be abandoned by the Contractor either by:
 - a. Excavation, removal, and backfilling, or,
 - b. Plug both ends of the pipeline with brick masonry or concrete bulkheads and pump the pipeline full with a lean mixture of sand and cement or flowable fill.
 5. The Contractor shall reconstruct existing channels and benches in storm drain and sanitary sewer manholes to remain to provide smooth transitions between pipes remaining after abandonment or removal
- B. Removal of Sidewalk:
1. Work shall conform to MDOT-SHA Standard Specification Section 206.03, unless noted otherwise.

3.3 CLEANING

- A. Waste Management:
1. Broken material not approved by the Engineer for use in the Work shall be disposed of off-site by the Contractor at a permitted facility.

3.4 PROTECTION

- A. Handrail:
1. Any damage to the handrail to stay in place shall be replaced by the Contractor at no additional cost.

PART 4 - MEASUREMENT AND PAYMENT

4.1 REMOVE AND DISPOSE EXISTING HANDRAIL:

- A. Remove and Dispose Existing Handrail will be measured per linear foot.
- B. Remove and Dispose Existing Handrail will be paid for at the Contract unit price bid per linear foot, which shall be full compensation for removal of railing, equipment, tools, labor and all work incidental and necessary to satisfactorily complete the removal as specified in the Contract Documents or directed by the Engineer.

4.2 REMOVE AND DISPOSE EXISTING SIGN & POST:

- A. Remove and Dispose Existing Sign & Post will be measured per each.
- B. Remove and Dispose Existing Sign & Post will be paid for at the Contract unit price bid per each, which shall be full compensation for removal of signs, posts, equipment, tools, labor and all work incidental and necessary to satisfactorily complete the removal as specified in the Contract Documents or directed by the Engineer.

4.3 GRIND EXISTING BOLTS TO PAVEMENT ELEVATION:

- A. Grind Existing Bolts to Pavement Elevation will be measured by lump sum.
- B. Grind Existing Bolts to Pavement Elevation will be paid for at the Contract unit price bid by lump sum, which shall be full compensation for removal of bolts, equipment, tools, labor and all work incidental and necessary to satisfactorily complete the grinding as specified in the Contract Documents or directed by the Engineer.

4.4 REMOVE EXISTING WHEEL STOP:

- A. Remove Existing Wheel Stop will be measured per each.
- B. Remove Existing Wheel Stop be paid for at the Contract unit price bid per each, which shall be full compensation for removal of wheel stops, equipment, tools, labor and all work incidental and necessary to satisfactorily complete the removal as specified in the Contract Documents or directed by the Engineer.

4.5 REMOVE OF EXISTING PAVEMENT MARKING (ANY WIDTH):

- A. Remove of Existing Pavement Marking will be measured per Linear Foot.
- B. Remove of Existing Pavement Marking be paid for at the Contract unit price bid per linear foot, which shall be full compensation for Remove of Existing

Pavement Marking, equipment, tools, labor and all work incidental and necessary to satisfactorily complete the removal as specified in the Contract Documents or directed by the Engineer.

END OF SECTION

SECTION 03 05 00
COMMON WORK RESULTS FOR CONCRETE

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

- A. This section specifies providing Portland cement concrete, including materials, proportioning, batching, mixing, delivering and testing. Portland cement concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, and water, with or without admixtures as approved, proportioned and mixed as specified herein.
- B. Related Requirements
 - 1. Section 01 33 00: Submittals
 - 2. Section 03 20 00: Concrete Reinforcing
 - 3. Section 03 30 00: Cast-In-Place Concrete

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. In accordance with Specification Section 01 33 00, submit the following:
 - 1. Source Quality Control Submittals:
 - a. Samples of materials being used including names, sources and descriptions.
 - b. Certification that the concrete ingredients and proportions will result in a concrete mix meeting the requirements specified.
 - 2. Hot and Cold Weather Concreting:
 - a. Submit proposed methods for compliance with hot and cold weather mixing and delivery requirements.
 - b. Proposed methods for controlling temperature and plans for placing concrete which take into account the sun, heat, wind,

ambient air temperature or other limitations of facilities that will prevent proper finishing or curing.

3. Certificates:
 - a. Submit with each mix design, laboratory test reports and mill or manufacturer's certificates attesting to conformance of ingredients with specifications.
 - b. In case the source, brand or characteristic properties of ingredients need to be varied during the term of the Contract, submit revised laboratory mix report in accordance with procedures specified for original mix design.
 - c. Submit certificate stating that each admixture used is identical in composition to the sample used for acceptance testing and is compatible with all other materials in the design mix.
4. Batch Tickets:
 - a. Before unloading at the site, submit delivery ticket from concrete supplier with each batch delivered to the site setting forth the following information:
 - 1) Name of supplier
 - 2) Name of batching plant and location
 - 3) Serial number of ticket
 - 4) Date
 - 5) Truck number and batch number
 - 6) Specific job designation (Contract number and location)
 - 7) Volume of concrete (cubic yards)
 - 8) Specific class of concrete
 - 9) Time loaded and amount of water added
 - 10) Type and brand of cement
 - 11) Weight of cement
 - 12) Maximum size of aggregates
 - 13) Weights of coarse and fine aggregates, respectively
 - 14) Maximum permissible amount of water to be added at the site, if any
 - 15) Type and amount of admixtures
 - 16) Mix design designation
 - b. Test Reports:
 - 1) Submit to the Engineer a record of the results of tests

1.5 DESIGN CRITERIA**A. General Requirements:**

1. No material shall be introduced into the work until approval of sources has been obtained. The Administration reserves the right to completely or partially test any material for specification compliance.
2. Concrete mixes shall be designed to have a minimum water content per cubic yard of concrete consistent with required slump, a cement content corresponding to the appropriate water-cement ratio, the specified maximum size of coarse aggregate, and the required percentage of fine aggregate. Design mixes as recommended by ACI 211 for normal weight concrete. Use trial mix water cement ratio in accordance with ACI 211 as determined by the type of structure and exposure conditions, and adjust to meet specified design mix requirements. Test and report as specified herein.
3. The design mixes for each class of concrete used shall be as determined by the Contractor through an approved design laboratory and accepted by the Engineer to produce the results as specified herein.
4. For each class of concrete there shall be as many mix designs as there are different combinations or types of ingredients anticipated to cover the requirements of the work.

B. Strength:

1. Design concrete mixes based on the required over-design factor according to ASTM C94, and assuming a coefficient of variation equal to 15.
2. Design each class of concrete so that not more than 10 percent of the strength tests will have values less than the specified strength, and the average of any three consecutive strength tests will be equal to or greater than the specified strength.

1.6 QUALITY ASSURANCE**A. Design Mix:**

1. Once the Engineer accepts a design for any class of concrete, it shall not be varied as to source, quantity, quality, grading of materials, or proportioning, or in any other way.
2. All proposed changes shall be accomplished by preparing a new design mix as specified above.

B. Sampling and Testing:

1. Sample concrete ingredients prior to use and have them tested by an approved laboratory in accordance with the methods specified.

2. Test materials as often as necessary to verify that the materials conform to the specifications and that the quality of the product is maintained.
3. The Engineer will have the authority to inspect concrete supplier's plant and will have the authority to inspect delivery trucks to verify that plant conforms to the "Check List for Certification of Ready Mixed Concrete Production Facilities" published by the National Ready Mixed Concrete Association, and to verify delivery trucks conform to requirements specified in ASTM C94.

C. Slump:

1. Maintain the slump range at point of placement for concrete within the following limits:
 - a. Concrete pavement, pavement base sidewalk and incidental construction 2-3 inches
 - b. Unreinforced concrete other than the above 1-3 inches
 - c. Reinforced concrete 2-4 inches
 - d. Concrete placed by pumping and concrete for filling steel shell piles 6 inches

2. Minimum cement content:

CLASS	MINIMUM CEMENT CONTENT per CUBIC YARD
2,500 to 3,000 psi	455 lbs.
3,500 to 4,000 psi	580 lbs.
4,500 psi	615 lbs.
5000 psi	672 lbs.

3. Classes of Concrete:

- a. Classes of concrete are designated by a numeral indicating the minimum 28-day compressive strength in pounds per square inch as determined by ASTM C39.

- b. Each class of concrete may consist of one or more mixes determined by the maximum size of aggregate, cement factor and types of admixtures or special aggregates used.
- c. Each mix within a Class shall be considered a specific type, requiring approval of the design mix.
- d. When reference is made to the use of MDOT-SHA Concrete Mixes, the criteria set forth in the MDOT-SHA Standard Specifications for Construction and Materials shall apply.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete Mixes shall conform to MDOT-SHA Standard Specifications 902.10 and 420.02.04, except as follows:
 - 1. 902.03.02 Slag Cement is not permitted and 902.06.04.(a) Fly Ash is not permitted.
 - 2. Unless noted otherwise.
- B. Grout shall conform to MDOT-SHA Standard Specification 902.11, unless noted otherwise.
- C. Concrete reinforcing shall conform to Section 03 20 00, unless noted otherwise.
- D. Production Plants shall conform to MDOT-SHA Standard Specification 915, unless noted otherwise.
- E. Water shall conform to MDOT-SHA Standard Specification 921.01, unless noted otherwise.

2.2 SOURCE QUALITY CONTROL

- A. Source Quality Control shall conform to MDOT-SHA Standard Specifications 915.03, unless noted otherwise.

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Concrete Sampling and Testing:
 - 1. Furnish 4" x 8" cylinder molds and concrete required for casting specimens and for the specified sampling and testing.
 - 2. Perform slump and air content tests for each 50 cubic yards, or fraction thereof, placed.
 - 3. Perform variability test and other tests required for each 100 cubic yards, or fraction thereof, placed.

4. Prepare one set of standard cylinders in accordance with ASTM C172 for each 100 cubic yards, or fraction thereof, placed for compressive strength testing by the Engineer.
- B. Tests:
1. Sample according to ASTM C31, C42 and C172.
 2. Test for air content according to ASTM C231 or C173 as applicable.
 3. Test for unit weight, yield, air content, cement content and unit weight according to ASTM C138.
 4. Test for slump according to ASTM C143.
 5. Test mixes with chemical additives according to ASTM C494 and as required by the Engineer.

3.2 MIX EQUIPMENT

- A. Batching Plant shall conform to MDOT-SHA Standard Specifications 915.03, unless noted otherwise.

3.3 MIXING AND DELIVERY

- A. General:
1. Mixing and Delivery shall conform to MDOT-SHA Standard Specifications 915.03, unless noted otherwise.
 2. Hand Mixing:
 - a. Hand-mixed concrete, when authorized, shall be made in batches not larger than one-third cubic yard, and shall be mixed on a watertight, level platform.
 - b. Coarse aggregate shall be measured in measuring boxes, spread on the platform, and the fine aggregate spread on the coarse aggregate; the total depth of the two layers shall be not more than one foot.
 - c. The dry cement shall be spread on the aggregate and the whole dry mass shall be turned not less than two times.
 - d. Clean water shall then be evenly added, and the whole mass shall be turned not less than three times not including placing in the carriers and forms.

3.4 PLACING:

- A. Non-Shrink Non-Metallic Grout: Perform grout placement in accordance with the recommendations of ACI and the manufacturer's published specifications for mixing and placing. Place non-shrink non-metallic grout only where indicated on the Contract Drawings.
- B. Neat Cement: Perform grout placement in accordance with the requirements of Section 03 30 00.

3.5 REPAIR OF DEFECTIVE CONCRETE:

- A. Repair defective concrete in accordance with Section 03 30 00.

PART 4 - MEASUREMENT AND PAYMENT

4.1 COMMON WORK RESULTS FOR CONCRETE:

- A. Common Work Results for Concrete will not be measured separately.
- B. Common Work Results for Concrete will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. This Section includes specifications for furnishing and placing reinforcement for concrete structures.
- B. Related Requirements:
1. Section 03 05 00: Common Work Results for Concrete
 2. Section 03 30 00: Cast-In-Place Concrete

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
1. AASHTO: American Association of State Highway Transportation Officials
 2. ACI: American Concrete Institute.
 3. ASTM: American Society for Testing and Materials.
 4. AWS: American Welding Society.
 5. CRSI: Concrete Reinforcing Steel Institute.
 6. MSMT: Maryland Standard Method of Test
 7. MDOT-SHA: Maryland Department of Transportation – State Highway Administration

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Source Quality Control Submittals:
1. Submit the source of material specified in Part 2 for approval.
- B. Shop Drawings and Data:
1. Submit for approval bar lists, placement plans and bending diagrams for all reinforcement.

2. Show full description, details, dimensions and locations of each item of concrete reinforcement.
 3. Detail reinforcement steel in accordance with the requirements of ACI 318. Show the individual weight of each bar, the total weight of each bar size and the total weight of all bar on the list. Base calculated weights upon theoretical unit weights shown in ASTM A615.
- C. Certificates:
1. Furnish a certified copy of mill tests on each heat, showing chemical and physical analysis, to the Engineer.
 2. Furnish welding certificates as required by AWS D12.1.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcing bars to the fabricator in bundles, limited to one size and length of bar, securely tied and identified with plastic tags in an exposed position identifying the mill, the melt or heat number, and the grade and size of bars.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deformed Steel Bars shall conform to MDOT-SHA Standard Specification 908.01, unless noted otherwise.
- B. Plain Round Steel Bars for Column Spirals shall conform to MDOT-SHA Standard Specification 908.02, unless noted otherwise.
- C. Wire Mesh shall conform to ASTM A1064 and MDOT-SHA Standard Specifications 908.05 and 908.06, unless noted otherwise.
- D. Fusion Bonded Epoxy Powder Coating for Steel and Touch Up System shall conform to MDOT-SHA Standard Specifications 465 and 917.02, unless noted otherwise.
- E. Galvanizing for Reinforcing Steel shall conform to ASTM A123, unless noted otherwise.
- F. Galvanizing for Hardware for Reinforcing Steel shall conform to ASTM A153, unless noted otherwise.
- G. Supports shall conform to MDOT-SHA Standard Specification 421.02.01, unless noted otherwise.

2.2 FABRICATION

- A. General: After bar list and bending diagrams have been approved, fabricate each unit of reinforcement to the type, shape, size, grade, and dimensions shown on the approved shop drawing.

- B. Cutting and Bending: Perform cutting and bending of reinforcing bars before shipment to site. Bend all bars cold and in a manner that will not injure the material.

PART 3 - EXECUTION

3.1 REINFORCING

- A. Cutting and bending reinforcing steel shall conform to MDOT-SHA Standard Specification 421.03.03, unless noted otherwise.
- B. Placing and fastening of reinforcing steel shall conform to MDOT-SHA Standard Specification 421.03.05, unless noted otherwise.
- C. Splicing reinforcing steel shall conform to MDOT-SHA Standard Specification 421.03.06, unless noted otherwise.
- D. Tying new concrete into existing concrete shall conform to MDOT-SHA Standard Specification 421.03.07, unless noted otherwise.
- E. Reinforcing steel shall be clean and free of dirt, scale, paint, oil and other foreign matter when placed in the work.
- F. Arrange and place reinforcement as shown on the approved bending diagrams and placement plans.
- G. Positively secure the reinforcement against displacement during placement of concrete.
- H. Wire or clip bars together securely.
- I. On formwork for as-cast finish, use spacers which will not reflect in the exposed finish.

3.2 CONCRETE COVER

- A. Unless otherwise noted in the plans, cover all reinforcement, including stirrups, to a clear depth, measured from the outside of the bar to the surface of the concrete, as follows:
 - 1. Underground Box Structures:
 - a. Invert slab

2 inches	-	top steel	
	-	bottom steel	3 inches
 - b. Roof slab

2 inches	-	top steel	
	-	bottom steel:	1 1/2 inches
 - c. Exterior walls

steel 3 inches	-	outer face	
----------------	---	------------	--

- inner face steel: 1 1/2 inches
- d. Center walls:
 - 1 1/2 inches
- e. Beams, girders and columns:
 - 1 1/2 inches
- f. Exposed faces of intermediate
Floors, platform slabs, and stairs:
 - 1 inch
- g. Retaining Walls:
 - 1) Footing
 - 2 inches
 - top steel
 - bottom steel 3 inches
 - 2) Wall
 - 2 inches
 - front face steel
 - back face steel 3 inches
- h. All Other Underground Structures:
 - 1) Outer Face Steel:
 - 3 inches
 - 2) Inner Face Steel:
 - 2 inches
 - 3) Drainage Slot:
 - 2 inches
 - 4) Safety Walk:
 - 1 1/2 inches
 - 5) Beams, girders, and columns
 - 1 1/2 inches
 - 6) Other faces covered with floor finishes
or ceilings for slabs and stairs:
 - 3/4 inches
- i. Above Ground Structures: Follow ACI 318 recommendations.

3.3 SPLICING

- A. Splicing reinforcing steel shall conform to MDOT-SHA Standard Specification 421.03.06, unless noted otherwise.
- B. Furnish reinforcing bars in full lengths as shown on the Contract Drawings. Splice bars only where indicated on approved shop drawings.

- C. Inspect all mechanical splices before pouring concrete.

3.4 BAR SUPPORTS AND SPACERS

- A. Furnish reinforcing bars in position by means of approved spacers, chairs or hangers.
- B. Support reinforcing steel located in the bottom of slabs resting on earth on precast concrete mortar blocks of the proper size and dimensions to position the steel.

PART 4 - MEASUREMENT AND PAYMENT

4.1 CONCRETE REINFORCING

- A. Concrete Reinforcing will not be measured separately.
- B. Concrete Reinforcing will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes designing, furnishing, erecting, and removing formwork for cast-in-place concrete structures; placing, curing, protecting, and finishing cast-in-place concrete; and furnishing and placing grout.
- B. Related Requirements:
 - 1. Section 03 05 00: Common Work Results for Concrete.
 - 2. Section 03 20 00: Concrete Reinforcing

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. AASHTO: American Association of State Highway Transportation Officials
 - 2. ACI: American Concrete Institute.
 - 3. ASTM: American Society for Testing and Materials.
 - 4. MDOT-SHA: Maryland Department of Transportation – State Highway Administration
- C. Testing Laboratory
 - 1. Utilize the services of the Regional MDOT-SHA testing laboratory to perform the testing in accordance with requirements of the Specifications. Submit certified results of all tests performed, in accordance with the General Requirements.
 - 2. Samples of grout as placed will be subjected to laboratory tests.
 - 3. All materials incorporated in the work shall conform to approved samples.

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Source Quality Control Submittals:
 - 1. Submit the source of material specified in Part 2 for approval.

- B. Working Drawings:
 - 1. Include details of form types, methods of form construction and erection, design computations and location of form joints and form ties, construction joints, scheduled date and rate of placing, and mix designations.
 - 2. Shop Drawings must be certified by a Professional Engineer registered in the State of Maryland.
- C. Samples:
 - 1. Snap-off form ties: Two samples.
 - 2. Form and bond breaker oils: Two samples each.
 - 3. Membrane-forming curing compound: Two, one pint each.
- D. Certification:
 - 1. Manufacturer's certificates.
 - 2. For early form removal: certified test reports of specified concrete tests.
- E. Documentation:
 - 1. Calculations: Early form removal calculations as specified certified by a Professional Engineer registered in the State of Maryland. Submit in advance of form removal.
 - 2. Quality control reports. Submit as specified after installation.
- F. Location of finished work:
 - 1. Report the location in the finished work, start of placement and finish times, finish slumps for each batch of concrete placed.
- G. Test Reports:
 - 1. Prior to production of grout, submit for approval a design mix indicating materials proportions and results of compressive strength and slump tests as specified herein. Materials to be used in the proposed design mix shall be as specified herein.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Prevent moisture damage and contamination of materials.
- B. Store materials in undamaged condition with seals and labels intact as packaged by the manufacturer.

PART 2 - PRODUCTS

2.1 PERFORMANCE/DESIGN CRITERIA REQUIREMENTS

- A. Design Stresses shall conform to MDOT-SHA Standard Specification 420.03.02, unless noted otherwise.

2.2 MATERIALS

- A. Form Release Compound shall conform to MDOT-SHA Standard Specification 902.08, unless noted otherwise
- B. Concrete Mixes shall conform to MDOT-SHA Standard Specification 902.07, unless noted otherwise
- C. Curing Materials shall conform to MDOT-SHA Standard Specifications 902.10 and 420.02.04, unless noted otherwise
- D. Grout shall conform to MDOT-SHA Standard Specification 902.11, unless noted otherwise
- E. Concrete reinforcing shall conform to Section 03 20 00, unless noted otherwise.
- F. Joint Sealer shall conform to MDOT-SHA Standard Specification 911.01, unless noted otherwise
- G. Preformed Joint Fillers shall conform to MDOT-SHA Standard Specification 911.02, unless noted otherwise
- H. Preformed Elastomeric Joint Seals shall conform to MDOT-SHA Standard Specification 911.04, unless noted otherwise
- I. Water Stops and Flashing shall conform to MDOT-SHA Standard Specifications 911.08 and 913.05, unless noted otherwise
- J. Production Plants shall conform to MDOT-SHA Standard Specification 915, unless noted otherwise
- K. Fusion Bonded Epoxy shall conform to MDOT-SHA Standard Specification 917.02, unless noted otherwise
- L. Water shall conform to MDOT-SHA Standard Specification 921.01, unless noted otherwise
- M. Epoxy Bonding Compound shall conform to MDOT-SHA Standard Specification 921.04, unless noted otherwise
- N. Steel Forms Which Remain In Place shall conform to MDOT-SHA Standard Specification 909.11, unless noted otherwise

PART 3 - EXECUTION**3.1 INSPECTION:**

- A. Prior to placement of concrete, inspect forms for cleanliness and accuracy of alignment, and rebar is properly placed and secured with the proper cover. Engineer shall be given 48 hours after placement of reinforcement to inspect forms before concrete is poured.
- B. No frost on forms when placing concrete.
- C. No ponding of water prior to placing of concrete.

3.2 PREPARATION:

- A. Pre-position expansion joint material, anchors and embedded items.
- B. Thoroughly moisten subgrades to the satisfaction of the Resident Engineer prior to placing concrete in slabs-on-grade to eliminate water loss from bottom of concrete slab.
- C. Do not place concrete on frozen ground.
- D. Grout: Forming
 - 1. Use forming procedures that allow proper and complete placement of grout.
 - 2. Anchor support elements so no movement is possible.
 - 3. Remove supports only after grout has hardened.
 - 4. Pre treat wood forms with forming oils that may absorb moisture.
- E. Preparation of Surface:
 - 1. Non shrink Grout: Prepare in accordance with manufacturer's printed instructions.

3.3 ERECTION:

- A. Form erection shall comply with MDOT-SHA Standard Specification Section 420.03.02, unless otherwise noted.

3.4 PLACEMENT:

- A. Concreting shall comply with MDOT-SHA Standard Specification Section 420.03.04, unless otherwise noted.
- B. Mixing:
 - 1. Equipment: Use power operated mechanical mixer.
- C. Time:
 - 1. Neat Cement: In accordance with requirements for cast in place concrete.
 - 2. Non Shrink Grout: In accordance with manufacturer's printed instructions.

3.5 CONSOLIDATION:

- A. Consolidation shall comply with MDOT-SHA Standard Specification Section 420.03.06, unless otherwise noted.

3.6 FINISHING:

- A. Finishing concrete surfaces shall comply with MDOT-SHA Standard Specification Section 420.03.07, unless otherwise noted.

3.7 FORM REMOVAL:

- A. Remove forms in accordance with ACI 347 recommendations without damage to concrete and in a manner to insure complete safety to the structure.
- B. Maintain falsework and forms under pier caps, slabs, girders, and brackets in place for 5 days (min.) after completing placement of the section involved, after which they may be removed provided the concrete has attained a minimum of 90 percent of specified design strength and is being cured as specified.
- C. Maintain forms for outside faces of pier caps, sides of girders, and other vertical faces not sustaining loads, in place for 12 hours after completing placement of concrete. Then, remove forms, provided the concrete has hardened enough to preclude damage from form removal. Except, during cold weather curing, keep forms in place for 5 days, unless otherwise permitted, in writing, by the Engineer.
- D. At construction joints, keep bulkheads in place 12 hours after placing concrete. Then, remove bulkheads provided the concrete has hardened enough to preclude damage resulting from removal of the bulkheads. Except, during cold weather curing, keep bulkheads in place for 48 hours and keep the concrete moist at all times.
- E. Remove forms and falsework for listed and non-listed members only after:
 - 1. Concrete strength attained prior to form removal has been determined from tests of cylinders cured adjacent to and under same conditions as placed concrete.
 - 2. Three test cylinders have been tested by an independent testing laboratory approved by the Engineer.
- F. Hammer-pack holes left by tie rods with stiff mortar of the same material as, but somewhat leaner than, that in the concrete. Render the patch inconspicuous.

3.8 RE-USE OF FORMS:

- A. Forms for re-use shall meet new form requirements with respect to effect on poured concrete appearance and structural stability.
- B. Re-use of forms shall in no way delay or change the concrete pour schedule as compared to the schedule obtainable if all forms were new (in the case of wood forms) or if the total required forms were available (in the case of metal forms).

3.9 CURING AND PROTECTION:

- A. General: Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures and mechanical injury. Curing methods shall be per MDOT-SHA Standard Specification 420.03.09.

- B. Application Rate of Liquid Membrane Forming Compounds and Liquid Membrane Forming and Sealing Compounds: Compound shall restrict the loss of water to not more than 0.055 g/cm² of surface in 72 hours when tested in accordance with ASTM C156 at the coverage rate recommended by the manufacturer.
- C. Submit letter from manufacturer stating coverage rate of liquid membrane forming compound and liquid membrane forming and sealing compound to meet this restriction in loss of water.
- D. Protect the concrete structure from rust staining by structural steel members and from other substances during the work.
- E. If staining does occur, remove stains and restore the concrete to its original color.

3.10 JOINTS AND EMBEDDED ITEMS

- A. Construction Joints:
 - 1. Joints shall be placed only where shown on the Plans.
- B. Bond new concrete with hardened concrete with one of the following methods:
 - 1. Grout Method:
 - a. Roughen and clean hardened concrete of foreign matter and laitance and dampen with water.
 - b. Cover the hardened concrete with a one-inch layer of grout. Use grout of same material composition and proportions of concrete being poured except coarse aggregate omitted. Use the specified bonding admixture as 50% of the liquid requirement.
 - c. Place new concrete on grout before it has attained its initial set.
 - 2. Epoxy Bonding Method:
 - a. Apply Epoxy Bonding Type Compound over existing prepared concrete in accordance with manufacturer's instructions.
 - 3. Other bonding methods must be approved by the Resident Engineer.
- C. When concreting is to be discontinued for more than 45 minutes and if the construction plane is to be horizontal, install keyways and embed dowel bars in the concrete before initial hardening. Use keyways and dowels in vertical concrete construction except when indicated or directed otherwise by the Resident Engineer.
- D. Other Embedded Items:

1. Place sleeves, inserts, anchors and embedded items required for adjoining or related work prior to concreting. Place accurately, and support against displacement.

3.11 DRILLING AND GROUTING ANCHOR BOLTS AND DOWELS

A. Construction Methods:

1. Drill holes for each anchor bolt or dowel to the size and depth indicated on the Contract Drawings. Do not drill into or cut or otherwise damage existing concrete reinforcing bars. If existing concrete reinforcing bars are encountered during the drilling operation for dowels, relocate the hole to clear the existing concrete reinforcing as directed by the Resident Engineer.
2. Blow clean each finished hole with an air jet and then flush with a jet of clean water.
3. Immediately prior to the grouting operation, remove all water from the hole and from the walls of the hole.
4. Mix and place the epoxy adhesive completely around the dowel bar in strict accordance with the manufacturer's recommendations, with particular attention given to manufacturer's specified time limit within which the material must be placed after mixing. Do not re-temper grout that has begun to stiffen; discard such grout.

3.12 QUALITY ASSURANCE

A. Formwork Protection:

1. Protect formwork materials before, during and after erection to insure acceptable finished concrete work. Also protect in-place materials and other operations of work in connection with concrete pours.
2. In event of damage to erected forms; make necessary repairs or replacements prior to concrete pours at no expense to the Administration.
3. Allow sufficient time, as determined by the Engineer from approved schedule, between erection of forms and placing of concrete for the various trades to properly install their work.
4. Do not apply external or superimposed loads, lateral or vertical, to structure until adequate shoring and bracing has been placed or until such concrete has developed specified 28-day compressive strength and a minimum age of 14 days.

B. Stay-in-Place forms are not permitted.

3.13 DEFECTIVE CONCRETE WORK:

- A. Porous areas, open construction joints and honeycombed concrete will be considered to indicate that the requirements for mixing, placing and

handling have not been complied with and will be sufficient cause for rejection of the members of the structure thus affected.

- B. Defective work exposed upon removal of forms shall be entirely removed or repaired within forty eight hours after forms have been removed.
- C. Repaired areas will not be accepted if:
 - 1. The structural requirements have been impaired by reduction in the net section of compression members;
 - 2. The bond between the steel and concrete has been reduced; and
 - 3. The area is not finished to conform in every respect to the texture, contour, and color of the surrounding concrete.
 - 4. If the above requirements are not satisfied, the Engineer may require that the members of unit involved be entirely removed and satisfactorily replaced at no additional expense to the Administration.

3.14 REPAIR OF DEFECTIVE CONCRETE:

- A. General: The Engineer will determine the extent and manner of action to be taken for the correction of defective concrete as may be revealed by surface defects or otherwise determined as affecting the durability of the concrete or structure.
- B. Repair of Formed Surfaces:
 - 1. As soon as possible after stripping forms, thoroughly clean and fill holes left by form ties, and other temporary inserts, and perform corrective work.
 - 2. Immediately after removing forms, in a manner and by a method accepted by the Engineer in writing prior to start of repair operation, repair and patch defective areas with cement mortar of mix proportions and materials identical to those used in the surrounding concrete. Produce a finish on the patch that is indistinguishable from the finish of the surrounding concrete.
 - 3. Cut out honeycomb, rock pockets, and voids having a diameter more than 1/2 inch to solid concrete but not shallower than one inch. Make edges of cuts perpendicular to concrete surface. Before placing cement mortar, thoroughly clean, dampen, and brush coat area to be patched with neat cement grout. Proprietary patching compounds may be used if accepted by the Engineer in writing prior to start of repair operation.
 - 4. Remove imperfect texture, laitance, fins and roughness by rubbing affected areas with concrete block or carborundum stone until smooth and uniform.
- C. Repair of Unformed Surfaces:

1. Test unformed surfaces for smoothness and to verify conformance of surface plane to tolerances specified. Correct all low and high areas.
2. Test unformed sloped surfaces for trueness of slope and smoothness, using a template having required slope. Correct high and low areas as specified.
3. Repair finished unformed surfaces that contain defects that adversely affect durability of concrete.
4. Grind high areas in unformed surfaces after concrete has cured sufficiently to permit repairs without damaging adjacent areas.
5. Cut out low areas in unformed surfaces either during or immediately after completion of surface finishing operations, and replace with fresh concrete. Finish repaired areas to blend into adjacent concrete using specified bonding compounds.
6. Cut out defective areas, except random cracks and single holes not exceeding one-inch diameter, and replace with fresh concrete. Remove defective areas to sound concrete with clean, square cuts, and expose reinforcing steel with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and brush with neat cement grout coating or use concrete bonding agent. Place patching concrete before grout takes initial set. Mix patching concrete of same materials and in same proportions as adjacent concrete. Place, compact, and finish as required to blend with adjacent concrete. Cure in same manner as adjacent concrete.
7. Repair isolated random cracks and single holes not over an inch in diameter by the dry pack method. Groove tops of cracks, cut out holes to sound concrete, and remove dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply the specified bonding compound. Mix dry pack, consisting of one part portland cement to 2 1/2 parts fine aggregate passing No. 16 sieve, using only enough water for handling and patching. Place dry pack before grout takes initial set. Compact dry pack mixture in place and finish to match adjacent concrete. Keep patched areas continuously moist for not less than 72 hours.
8. Obtain approval of the Engineer before performing repair work other than the removal of imperfect texture, filling of pin holes, holes less than 3/4 inch wide, and insert holes. The Engineer will determine whether the defective area is sufficiently imperfect to warrant rejection of the structural unit.
9. Repair methods not specified above may be used, subject to acceptance by Engineer in writing.

PART 4 - MEASUREMENT AND PAYMENT

4.1 CAST-IN-PLACE CONCRETE:

- A. Cast-In-Place Concrete will not be measured separately.
- B. Cast-In-Place Concrete will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 03 40 00
PRECAST CONCRETE**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This Section includes specifications for precast concrete work for drainage structures and other miscellaneous items as indicated, and the fabrication of test units where indicated.
- B. Related Requirements:
 - 1. Section 01 33 00: Submittals
 - 2. Section 03 20 00: Concrete Reinforcing
 - 3. Section 03 30 00: Cast-In-Place Concrete
 - 4. Section 01 60 00: Products

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Shop Drawings:
 - 1. Submit shop drawings showing unit dimensions and section details, finishes, reinforcement and connection details, lifting and erection inserts, all other embedded items including related mechanical and electrical work, and layout diagrams identifying installation locations and member identification marks.
- B. Test and Evaluation Reports:
 - 1. Submit reports of compressive strength tests on concrete.
 - 2. Test the design mix in accordance with Section 03 05 00.
- C. Source Quality Control Submittals:

1. Submit the material source of supply for approval, for all materials listed in Part 2.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver, handle and store precast concrete units in accordance with Section 01 60 00 and as specified herein.
- B. Lift and support units only at designated lifting and supporting points.
- C. Transport units in a manner, which will not result in damage during delivery, handling and storage.
- D. Do not place units directly on earth. Provide non-staining resilient spacers of uniform thickness between units.
- E. Place stored units so that identification marks are discernible.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Refer to MDOT-SHA Specification Section 305.02 for the following products, unless noted otherwise:
 1. No. 57 Aggregate
 2. Mortar Sand
 3. Curing Compound
 4. Mortar
 5. Grout
 6. Brick
 7. Castings for Frames, Covers, Gratings and Steps
 8. Zinc Coating
 9. Precast Concrete End Walls, Inlets, and Manholes
- B. Portland Cement Concrete shall conform to Section 03 05 00, unless otherwise noted.
- C. Formwork shall conform to Section 03 30 00, using continuous materials to produce units without visible joints unless otherwise noted
- D. Concrete Reinforcement shall conform to Section 03 20 00 unless otherwise noted.
- E. Gaskets shall conform to ASTM C509, preformed, expanded closed-cell neoprene acid resistant, non-staining, changes, sized to provide constant compression in the joint and in pieces as long as practicable to minimize field splices unless otherwise noted.
- F. Gasket cement shall be as recommended by the gasket manufacturer unless otherwise noted.

- G. Anchors, dowels and accessories embedded in precast units shall be hot-dipped galvanized steel or non-corrosive metal unless otherwise noted.

2.2 FINISHES

- A. Maintain uniformity in color, texture, and finish wherever indicated.

PART 3 - EXECUTION

3.1 ERECTION/INSTALLATION/APPLICATION

- A. Fabrication:
 - 1. Fabrication shall conform to the MDOT-SHA Standard Specification Section 305.03 or 420.03, unless otherwise noted.
- B. Erection:
 - 1. Installation shall conform to the MDOT-SHA Standard Specification Section 305.03 or 420.03, unless otherwise noted.
 - 2. Fit and align precast concrete units straight, plumb, level, and square.
- C. Erection Tolerances:
 - 1. Joint dimensions: Nominal 3/8 inch; to vary not more than plus 3/16 inch or minus 1/4 inch.
 - 2. Edge alignment and offset: Not to exceed 1/4 inch.
 - 3. Adjust differential camber between units to within tolerance before final connection is made.
 - 4. Set units dry, without mortar, attaining specified joint dimension with lead or plastic spacers.
 - 5. Fasten precast units in place by bolting or welding.
 - 6. Tighten bolted connections with equal torque.
 - 7. Provide temporary erection anchors for welded attachment systems.
 - 8. Clean field welds and protect with coat of rust inhibiting paint.
 - 9. Install closures between stems of flanged units.
 - 10. Level differential elevation of horizontal joints with grout to slope not steeper than 1:12.

3.2 CLEANING

- A. Clean precast units with fresh water and mild detergent or by steam cleaning.
- B. The use of commercial cleaners or acid shall be subject to the approval of the Engineer.

PART 4 - MEASUREMENT AND PAYMENT**4.1 PRECAST CONCRETE UNITS**

- A. Precast Concrete Units will be measured at the Contract unit price per each.
- B. Precast Concrete Units will be paid per each, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

END OF SECTION

SECTION 03 80 00
SAW CUTTING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This section specifies saw cutting of existing hot mix asphalt, Portland cement concrete pavement, curb and gutter, curb, sidewalk and other materials where indicated on the Contract Documents or where directed by the Engineer.
- B. Related Requirements:
 - 1. Section 32 13 13.33: Plain Concrete Paving
 - 2. Section 32 12 16.13: Plant Mix Asphalt Paving
 - 3. Section 32 01 16.71: Cold Milling Asphalt Paving

PART 2 - PRODUCTS**2.1 EQUIPMENT**

- A. The equipment used shall consist of a cutting machine consisting of a suitable motor-driven diamond blade circular cutter with control devices and mounted on a sturdy frame.

2.2 PERFORMANCE /DESIGN CRITERIA REQUIREMENTS

- A. Capacities:
 - 1. The equipment shall be capable of cutting a groove in a straight line to a sufficient depth to allow removal of material without damage to adjacent paving.
 - 2. A continuous water supply shall be maintained to the cutting element either by water tank on the equipment or by other means.

PART 3 - EXECUTION**3.1 ERECTION/INSTALLATION/APPLICATION**

- A. The Contractor shall saw cut along the lines specified in the Contract Documents or as directed by the Engineer.

3.2 FIELD QUALITY CONTROL

- A. Non-Conforming Work:

1. The Contractor shall not damage sections that are not to be removed.
2. Damage done by the Contractor to those areas to remain in place shall be repaired or restored at the Contractor's expense.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SAW CUTTING:

- A. Saw Cutting will not be measured for payment.
- B. Saw Cutting will not be paid for directly, but will be considered incidental to relevant contract item.

END OF SECTION

SECTION 05 52 00
METAL HANDRAILS AND RAILINGS

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel pipe railing, posts, and fittings.

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Reference Standards:
 - 1. MDOT-SHA Standard Specification Section 461

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Shop Drawings:
 - 1. Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
- B. Source Quality Control Submittals:
 - 1. Submit the material source of supply for approval, for all materials listed in Part 2.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. The following materials shall conform to the MDOT-SHA Standard Specification Section 461.02, unless noted otherwise.
- B. Structural Steel preparation shall conform to the MDOT-SHA Standard Specification Section 461.02, unless noted otherwise

2.2 ASSEMBLIES

- A. Steel Railing System:
 - 1. Assemblies shall conform to the MDOT-SHA Standard Specification Section 461.02, unless noted otherwise
 - 2. Rails and Posts: As shown on the Contract Drawings; welded joints.
 - 3. Fittings: Elbows, T-shapes, wall brackets, escutcheons; cast steel.

4. Mounting: Welded posts to structural shapes.
5. Splice Connectors: Steel welding collars.
6. Galvanizing: ASTM A123.

2.3 FABRICATION

- A. Fabrication shall conform to the MDOT-SHA Standard Specification Section 461.03, unless noted otherwise
- B. Shop Fabrication:
 1. Fit and shop assemble components in largest practical sizes for delivery to site.
 2. Fabricate components with joints tightly fitted and secured.
 3. Exterior Components: Continuously seal joined pieces by continuous welds. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
 4. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
 5. Accurately form components to suit specific project conditions and for proper connection to walkway supports.
 6. Accommodate for expansion and contraction of members and structure movement without damage to connections or members, as per the Contract Drawings.

PART 3 - EXECUTION

3.1 GENERAL

- A. Construction shall conform to the MDOT-SHA Standard Specification Section 461.03, unless noted otherwise

3.2 EXAMINATION

- A. Verification of Conditions:
 1. Verify that field conditions are acceptable and are ready to receive work.

3.3 PREPARATION

- A. Surface Preparation:
 1. Clean and strip coated steel items to bare metal where site welding is required.

3.4 ERECTION/INSTALLATION/APPLICATION

- A. Install in accordance with manufacturer's instructions and as per the Contract Drawings.

- B. Install posts plumb and railings parallel to the surface, accurately fitted, free from distortion or defects.
- C. Anchor railings securely to walkway supports as per the Contract Drawings and approved Shop Drawings.
- D. Field weld posts as indicated on shop drawings. Grind welds smooth. Touch-up welds with primer.
- E. Assemble with spigots and sleeves to accommodate tight joints and secure installation.
- F. Erection Tolerances:
 - 1. Maximum Variation From Plumb: 1/16 inch per handrail post in any direction.
 - 2. Maximum Offset From True Alignment: 1/4 inch.
 - 3. Maximum Out-of-Position: 1/4 inch.

PART 4 - MEASUREMENT AND PAYMENT

4.1 HANDRAIL:

- A. Handrail will be measured at the Contract unit price per linear foot.
- B. Handrail will be paid per linear foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

END OF SECTION

SECTION 05 59 10
CONCRETE-FILLED METAL BOLLARDS

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Furnishing and installing steel bollards filled with concrete where indicated on the plans and/or where directed by the Engineer.

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Product Data: Submit the material source of supply for approval, for all materials listed in Part 2, and include the following:
1. Materials, thicknesses, dimensions, standard details and recommendations.
 2. Storage, handling, and installation methods.
- B. Shop Drawings: Submit the following for approval:
1. Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, accessories, and finish.
- C. Source Quality Control Submittals:
1. Submit the material source of supply for approval, for all materials listed in Part 2.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. The following materials shall conform to the MDOT-SHA Standard Specification Sections noted below, unless noted otherwise:
1. Steel Posts and Plates: MDOT-SHA Specification Section 909 - A500
 2. Anchor bolts: MDOT-SHA Specification Section 909.08

3. Fusion Bonded Polyester Powder Coating, Color shall match Federal Standard 595, Color No. 13523 or as specified – A972/A972M
4. Hot Dip Galvanized Zinc - A123, A153
5. Portland Cement Concrete and Related Products: MDOT-SHA Specification Section 902 – Mix 13

PART 3 - EXECUTION

3.1 INSTALLATION

- A. As indicated by the plans or when directed by the Engineer, the Contractor shall install bollards.
- B. Any materials damaged by the Contractor and deemed unusable by the Engineer shall be replaced by the Contractor at no additional cost to the MTA.

PART 4 - MEASUREMENT AND PAYMENT

4.1 INSTALL NEW BOLLARDS:

- A. Install New Bollards will be measured at the Contract unit price per each.
- B. Install New Bollards will be paid per each, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

END OF SECTION

SECTION 10 14 53
TRAFFIC SIGNAGE**PART 1 - GENERAL****1.1 DESCRIPTION:**

- A. This section specifies the general requirements for furnishing, installing and removing the signs and supports for positive guidance along and within MTA facilities.
- B. Section Includes:
 - 1. Furnishing and installing sheet aluminum signs on wood or square perforated tubular steel supports.
 - 2. Furnishing and installing sheet aluminum surface/wall signs
Removal and disposal of surface/wall and post mounted signs

1.2 REFERENCES:

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Reference Standards:
 - 1. Maryland Department of Transportation, Maryland State Highway Administration's (MDOT-SHA) latest Standard Specifications For Construction and Materials
 - 2. Maryland Manual of Uniform Traffic Control Devices (MdMUTCD) 2011 Edition and Subsequent revisions.
 - 3. MDOT-SHA's Standard Highway Sign Book (SHSB)

1.3 PREINSTALLATION MEETINGS

- A. Construction Stakeout: Conduct stakeout at Project site. For installation of Signs, arrange a meeting with the Engineer and/or representative(s) from MTA to stakeout all items indicated on the sketches, plans, and in the Special Provisions. This meeting shall occur prior to any work after the notice to proceed. No work shall proceed before the stakeout is approved by the Engineer. The contractor shall have the utilities marked by MISS UTILITY prior to the meeting.

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Shop Drawings: The contractor shall furnish shop drawings and catalog cuts as specified in section 2.1
- B. Schedule: The contractor shall not order materials until the above submittals are approved.

1.5 DELIVERY, STORAGE AND HANDLING

- A. STORAGE OF SIGN PANELS: Sign panels shall be stored in safe area away from traffic until ready to erect at new location.

- B. Signs should be stored such that the sign face is not scratched or damaged. Signs that are covered should be done in a manner that no adhesives are applied directly to the sign face.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The following permanent signing materials shall conform to the Maryland Department of Transportation, Maryland State Highway Administration's (MDOT-SHA) latest Standard Specifications For Construction and Materials, Supplemental Specifications and Provisions, and approved Qualified Product List (QPL):
 - 1. Sheet aluminum signs.
 - 2. Reflective sheeting for signs and channelizing devices
 - 3. Wood supports.
 - 4. Stainless Steel Hardware
 - 5. Concrete foundations
- B. Square tubular steel posts and square tubular steel anchor bases
 - 1. Steel Posts A570 Grade 50
 - 2. Galvanizing A653 Designation G-90
 - 3. Spray Galvanizing Compound A780
 - 4. Shall be formed from 12 gauge steel.
 - 5. All sides of the tubes shall have 7/16 in. die punched circular holes or perforated knock-outs, at 1 in. centers along their entire length.
 - 6. The tubular steel posts shall be 2 in. square tubes 12 ft long.
 - 7. Square tubular steel anchor bases shall be comprised of two telescoping tubes. The first shall be 2 -1/4 in. square, three ft long, formed from 12 gauge steel and shall snugly fit over the sign post. The second section shall be a 2-1/2 in. square, 18 in. long, formed from 12 gauge steel, and shall snugly fit over the 2-1/4 in. section.

PART 3 - EXECUTION

3.1 ERECTION/INSTALLATION/APPLICATION

- A. The following Traffic Signage materials shall be installed per Section 1.2 of this document titled "REFERENCES":
 - 1. Sheet Aluminum Signs
 - 2. Wood sign supports
 - 3. Stainless Steel Hardware
 - 4. Concrete for sign foundation

- B. Square tubular steel posts and square tubular steel anchor bases shall conform to the following:
1. Construct the square tubular steel anchor base assembly by placing the 18 in. base section over the 3 ft base section so that they are flush at the top and the holes are aligned. Drive the entire unit into the ground so that one or two rows of holes in the square perforated tubular steel base are exposed. Drive the base so that it remains plumb and provides the final sign assembly with the correct orientation.
 2. Determine the finished length of the tubular steel posts by adding the total height of the signs to 8 ft, 2 in. Cut the sign post to the correct length, and apply cold spray galvanizing to the cut end. Bolt the signs to the top of the post, using tamper proof bolts or drive rivets. Lower the square tubular steel posts 8 in. into the base, and secure the post to the base using two corner bolts designed for this purpose.
 3. When installing posts in concrete areas or where driving posts is not practical, core drill to a depth necessary to install the square tubular steel anchor base so that two rows of holes are exposed above the finished surface. Secure the square tubular steel anchor base so that it remains plumb and the correct orientation. Backfill gaps between the cored hole and the post with non-shrink grout. Bolt the square tubular steel post to the tubular steel anchor base only after the grout has set.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SIGNS:

- A. Signs will be measured at the Contract unit price per square foot of area of the vertical front face of the completed sign with no deductions for required shaping.
- B. Signs will be paid per square foot, complete in place, accepted, which price will be full compensation for stainless steel hardware, stiffener angles, clearing, and for all material, equipment, tools, labor and all work incidental to complete the item as specified.

4.2 RELOCATE EXISTING SIGN:

- A. Relocate Existing Sign will be measured at the Contract unit price per each.
- B. Relocate Existing Sign will be paid per each, complete in place, accepted, which price will be full compensation for all materials, labor, equipment, tools, removal and disposal, or removal and relocation of the sign support(s) and all work incidental to complete the item as specified.

4.3 2" X 2" STEEL SIGN SUPPORTS

- A. 2" X 2" Steel Sign Supports will be measured at the Contract unit price per each.
- B. 2" X 2" Steel Sign Supports will be paid per each, complete in place, accepted, which price will be full compensation for the sign posts, corner bolts, painting as required, and for all materials, labor, equipment, tools, and all work incidental to complete the item as specified.

END OF SECTION

SECTION 31 10 00
SITE CLEARING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This work shall consist of clearing and grubbing within the limits specified in the Contract Documents.
- B. Related Requirements:
 - 1. Section 31 13 00: Tree Pruning And Removal

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration
- C. Definitions:
 - 1. Refer to MDOT-SHA Standard Specification Section 100.01.01
- D. Reference Standards:
 - 1. Maryland Department of Transportation – State Highway Administration (MDOT-SHA)
 - a. SHA-MDOT Section 101 for Clearing and Grubbing

PART 2 - PRODUCTS**PART 3 - EXECUTION****3.1 ERECTION/INSTALLATION/APPLICATION**

- A. Refer to MDOT-SHA Standard Specification Section 101.03, except as follows:
 - 1. Perform Tree Branch Pruning in conformance with Section 31 13 00: Tree Pruning And Removal, unless noted otherwise.

PART 4 - MEASUREMENT AND PAYMENT**4.1 SITE CLEARING:**

- A. Site Clearing will not be measured for payment.
- B. Site Clearing will be paid at the Contract lump sum price, complete in place, accepted, which price will be full compensation for clearing and grubbing, removal and disposal of fences, selective tree trimming and scar repair, and removal and disposal of existing buildings when not covered as a specific pay item in the Contract Documents, and for all material, labor, equipment, tools, and work incidental to complete the item as specified.

END OF SECTION

SECTION 31 13 00
TREE PRUNING AND REMOVAL

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Furnishing and Installing Protective Fencing;
 2. Root Pruning;
 3. Pruning Trees;
 4. Dressing Tree Wounds;
 5. Tree Fertilization;
 6. Tree Watering;
 7. Tree Mulching;
 8. Application of pesticide and fungicide as required.

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
- C. Definitions:
- D. Reference Standards:
- National Arborist Association: "Pruning Standards for Shade Trees" revised 1988.
- "Manual of Woody Landscape Plants", Fourth Edition by Michael A. Dirr.
- American National Standards Institute (ANSI) Publications
- a. ANSI A300: Tree, Shrub and Other Woody Plant Maintenance -- Standard Practices.
 - b. ANSI Z 60.1: "Nursery Stock".
 - c. ANSI Z 133.1: "Safety Requirements for Pruning, Trimming, Repairing, Maintaining And Removing Trees, and For Cutting

1.4 SUBMITTALS

- A. Fertilizer: 50 pounds or more of each type in unopened container.

- B. Pesticide: Submit one pint container.
- C. Fungicide: Submit one pint container.
- D. Application instructions should accompany all of the above submittals.
- E. Mulching Material: Ten pound sample with source identification.

PART 2 - PRODUCTS

2.1 WATER

- A. Potable.
- B. All water shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life.
- C. No water which is brackish will be permitted at any time.
- D. The Contractor shall not use water from any source which is disapproved by the Engineer.

2.2 FERTILIZERS:

- A. Granular 20-20-20 commercial chemical fertilizer.
- B. Granular 38-0-0 commercial chemical fertilizer.

2.3 FUNGICIDE AND PESTICIDE:

- A. Selected by the contractor, but must be an EPA approved material.

2.4 PROTECTIVE FENCING:

- A. A four foot high, orange safety delineator fence with five to six foot long posts of high carbon steel, drive type, with spade anchors.

2.5 MULCHING MATERIAL:

- A. Mulching material shall be either wood chips or shredded bark.
- B. Wood chips shall be composted and from either hardwood or softwood trees as produced by a chipping machine to a size acceptable to the Engineer. Chips shall not have been subjected to any conditions that would shorten their life or cause them to lose any of their value as a mulch. Wood chips shall be free from leaves, wood shavings, sawdust, toxic substances, and any foreign materials.
- C. Shredded bark shall be from hardwood trees which has been milled and screened to a maximum 3 inch particle size. The shredded hardwood bark shall have not been subjected to any conditions that would shorten its life or lose any of its value as a mulch. Mulching material shall be free from leaves, twigs, wood shavings, sawdust, toxic substances, and any foreign materials.

PART 3 - EXECUTION**3.1 GENERAL**

- A. All tree protection and maintenance work shall be performed by a Maryland Licensed Tree Expert who possesses a minimum of five years of experience in tree protection and maintenance operations. Written documentation of this experience will be required for review by the Engineer.
- B. The Contractor, the Maryland Transit Administration's Representative, the Engineer, and the landscape architect shall meet on the site to discuss all aspects of tree protection and maintenance prior to the commencement of any work, including clearing and grubbing operations. This meeting will include the field inspection of the staked limits of grading to review the existing vegetation and identify any field modifications to the work.
- C. No excavated material or construction materials are to be stockpiled within the drip line of any tree.
- D. Tree root systems shall be protected from smothering; flooding, erosion, and excessive wetting resulting from dewatering operations; and from run-off, spillage, and drainage of solutions containing materials which would be deleterious to tree roots.
- E. Parking and vehicular traffic will not be permitted within drip line of any tree.
- F. Foot traffic over tree roots shall be restricted to prevent excessive compaction of soil over root systems.

3.2 ROOT PRUNING:

- A. The Contractor shall operate a trenching machine, vibratory knife or rock saw along the outside limits of grading prior to clearing and grubbing operations. This root pruning, to a depth of 30 inches, unless otherwise directed by the Engineer, and to be performed only in the vicinity of existing trees, will clean cut roots and minimize construction activity shock to the affected trees. When a trenching machine is used, the trench shall be immediately backfilled. This root pruning operation shall occur concurrently with tree pruning and tree fertilization, and prior to clearing and grubbing.
- B. Some trees which are immediately adjacent to the root pruning may be affected adversely due to their close proximity to the excavation. Removal of any such additional trees must receive the written concurrence of the Engineer.
- C. Removal of any limbs of trees which may interfere with construction operations will also require the written concurrence of the Engineer.

3.3 PROTECTIVE FENCING:

- A. Upon satisfactory completion of the root pruning, protective fencing shall be installed along the tree side edge of the trench line by driving posts on five foot centers and attaching fence material.
- B. In areas where construction falls within the drip line of trees, fencing shall be removed and replaced as each stage of work near trees is completed, so as to prevent excessive soil compaction.

3.4 TREE MULCHING:

- A. Mulching material shall be spread to a depth of three inches on the woodland side of the protective fencing for a width of fifteen feet for the entire length of fencing, unless otherwise directed by the Engineer.

3.5 PROTECTION OF EXISTING TREES:

- A. Those existing trees which have been designated to remain, but are damaged beyond repair by construction operations, as determined by the Engineer, shall be removed.
- B. Removed trees shall be replaced with a tree of the same genus, species, variety, and size as the removed tree, except that if trees having caliper greater than six inches have been damaged beyond repair, as determined by the Engineer, smaller trees shall be furnished and installed.
- C. The small tree shall have a caliper acceptable to the Engineer; except that minimum caliper shall be four inches. Planting of replacement trees shall follow standard accepted planting techniques, include a one year warranty period, and occur at no additional cost to the Administration.
- D. If smaller trees are furnished and installed to replace larger trees which have been damaged beyond repair, as determined by the Engineer, the Contractor shall accept, as agreed damages, a reduction of the Contract price at a rate of \$200.00 per inch of caliper differential between the damaged tree and the smaller tree for calipers over six inches; and \$400.00 per inch of caliper differential between the damaged tree and the smaller tree for calipers over twelve inches.
- E. Those limbs and branches which have been damaged by construction operations, as determined by the Engineer, shall be repaired. Repairing shall be accomplished by cutting damaged limbs and branches to healthy wood in accordance with "Pruning Standards for Shade Trees".
- F. Bruises shall be trimmed back to sound bark and to tight cambium. If a tree limb is damaged beyond repair, as determined by the Engineer, by construction operations, the limb shall be removed, and the Contractor shall accept, as agreed damages, a reduction in the Contract price at a rate of \$200.00 per inch of a caliper of the damaged limb. For the purpose of monetary assessment, the damaged limb will be measured at the point of the final pruning.

3.6 TREE PRUNING

- A. Existing trees, as indicated on the plans, shall be pruned. All pruning tools used and methods employed shall be in accordance with accepted arboricultural practices performed by competent personnel under the supervision of a Maryland Licensed Tree Expert. The Contractor shall notify the Engineer ten days prior to the beginning of any work. Prior to the commencement of tree pruning, the Contractor and the Engineer shall measure the diameter at breast height (DBH), measured at 4-1/2 feet above grade, of each tree to be pruned. This measurement will serve as the basis of payment for the tree pruning work.
- B. All trees to be pruned shall be pruned in accordance with "Pruning Standards for Shade Trees", Class II: Standard Pruning specifications.
- C. Workmen shall not be permitted to climb trees to be pruned with climbing spurs, but they shall comply with the requirements of good practice and safety in the use of safety ropes.
- D. Existing injuries to bark, trunks, and limbs, as designated by the Engineer, shall be repaired by properly cutting, smoothing the wood if necessary, tracing the bark to the proper shape to insure rapid healing, using only approved tools and materials.
- E. All trimmings shall be removed and disposed of by means acceptable to the Engineer, and all State and County burning regulations must be adhered to.
- F. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect or misconduct, in the manner or method of executing the work satisfactorily.
- G. When pruning has been completed, the area shall be thoroughly cleaned up. Existing turf areas which have been injured by the work shall be regraded and sodded, and the entire area, when completed, shall be neat and clean, to the satisfaction of the Engineer.

3.7 TREE FERTILIZING

- A. A liquid suspension fertilizer shall be applied to the trees as indicated on the plans.
- B. The following mix of water and fertilizer shall be prepared and remain under constant agitation:
- C. 550 gallons of water;
- D. 30 pounds of 20-20-20 fertilizer;
- E. 50 pounds of 38-0-0 fertilizer.
- F. The liquid suspension fertilizer shall be applied by means of a water needle on 30 inch centers to the root zone within each tree's drip line.

- G. The liquid suspension fertilizer shall be applied at the rate of 100 gallons per 1000 square feet of surface area or approximately 0.6 gallons per needle hole.
- H. All work shall be performed in a neat and professional manner in accordance with the best arboricultural practices.
- I. Fertilization shall not be performed until all tree pruning has been completed.

3.8 TREE WATERING:

- A. Existing trees, as indicated on the plans, shall be watered as directed by the Engineer. Each tree shall be watered using a watering needle inserted into the ground at random points within each tree's drip line. If leaves on upper limbs become dehydrated, additional water shall be applied as directed by the Engineer.

3.9 TRASH AND DEBRIS REMOVAL:

- A. Trash and debris shall be removed from the entire site.
- B. All trimmings, dead wood, windfalls, logs, and stumps shall be disposed of by means acceptable to the Engineer. Rubbish, broken concrete, bottles, cans and other debris shall be removed and disposed outside of the project site unless appropriate containers are otherwise specifically provided for their containment and removal from the site by the Contractor.

PART 4 - MEASUREMENT AND PAYMENT

4.1 TREE PRUNING AND REMOVAL:

- A. Tree Pruning and Removal will be measured for payment per linear foot.
- B. Tree Pruning and Removal will be paid for at the contract unit price bid per linear foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor, removal and disposal of debris.

END OF SECTION

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. This work shall consist of the following:
 - a. Excavation and fill to the lines and grades specified in the Contract Documents.
 - b. Removal and disposal of existing concrete pavement.
 - c. Removal and disposal of existing bituminous pavement.
 - d. Compaction
 - 1) This work shall consist of compacting embankment and backfill materials by means of mechanical tampers or vibratory compactors. This method of compaction shall be used wherever materials cannot be adequately compacted by other methods approved by the Engineer.
 - e. Furnished Subsoil
 - 1) This work shall consist of the preparation of surfaces, excavating, loading, hauling, placing, spreading, and compacting of furnished subsoil as indicated in the Contract Documents or as directed by the Engineer.
 - f. Embankments
 - 1) This work shall consist of constructing the embankment and subgrade of suitable material obtained from roadway, structure, borrow, and other excavation included in the Contract. The material shall be placed, processed, and compacted to the lines and grades specified in the Contract Documents.
 - g. Tamped Fill
 - 1) This work shall consist of compacting embankment and backfill materials by means of mechanical

tampers or vibratory compactors. This method of compaction shall be used wherever materials cannot be adequately compacted by other methods approved by the Engineer.

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Definitions:
 - 1. Classification:
 - a. Roadway or Rail Bed Excavation (Class 1, 1-A, and 2):
 - 1) As defined in MDOT-SHA Standard Specification Section 201.01.01, unless noted otherwise.
 - 2) Class 1, 1-A, and 2 Excavation includes dry and wet materials.
 - b. Structural Excavation (Class 3):
 - 1) As defined in MDOT-SHA Standard Specification Section 402.01, unless noted otherwise.
 - c. Channel or Stream Change Excavation (Class 5):
 - 1) As defined in MDOT-SHA Standard Specification Section 202.01, unless noted otherwise.
 - d. Borrow Excavation:
 - 1) Excavation for material when sufficient quantities of suitable materials are not available on site from other excavations as specified in the Contract Documents.
 - 2) Excavation shall include all material, labor, equipment, tools and incidentals necessary.
 - 2. Excavation:
 - a. Roadway or Rail Bed Excavation:
 - 1) Cut areas within the boundary faces of the typical cross sections specified in the Contract Documents, including ditches within the cut sections, and excavation for entrances, approach roads, streets, intersections, gutters, ditches, berm ditches, flumes and related construction.
 - 2) The use of all suitable materials from excavation in the construction of embankments throughout the limits of the work or as directed by the Engineer.

- 3) Topsoil to be salvaged within the limits of excavation as specified in the Contract Documents or as directed by the Engineer.
 - 4) The removal and disposal of existing pavement, sidewalk, curb and combination curb and gutter, when within the limits of excavation. This work shall consist of the full depth removal and disposal of existing pavement, sidewalk, paved ditches, curb or combination curb and gutter as specified in the Contract Documents or as directed by the Engineer.
 - 5) The removal and disposal of below grade structures other than as specified below:
 - a) The removal and disposal of existing buildings, including foundations, footings or any part thereof, and backfilling, as specified in the Contract Documents.
 - b) The removal of all or part of existing concrete, concrete block, brick or stone structures (headwalls, toe walls, etc.), including concrete piles as specified in the Contract Documents.
- b. Structural Excavation:
- 1) Excavate and backfill for construction of bridges, box culverts, and other major structures.
 - 2) Removal of all material as specified in the Contract Documents.
 - 3) Storage of material suitable for use elsewhere in the project.
 - 4) Removal from the site of unsuitable material.
- c. Channel or Stream Change Excavation:
- 1) Removal and hauling of all material.
 - 2) Formation and compaction of embankments and backfill.
 - 3) Backfilling old stream beds or otherwise disposing of excess and unsuitable materials.
- d. Borrow Excavation:
- 1) Furnishing, excavating, hauling, and placing material.
 - 2) All necessary clearing and grubbing, the removal and disposal of overburden or other unsuitable spoil

material and the trimming, shaping, dressing and draining.

- 3) All work prescribed for backfills, embankments, subgrade, and earth shoulders.
3. Reclamation of the pit or location from which borrow material is secured.
- C. Reference Standards:
 1. Maryland Department of Transportation – State Highway Administration (MDOT-SHA)
 - a. MDOT-SHA Section 201 for Roadway Excavation
 - b. MDOT-SHA Section 202 for Channel or Stream Change Excavation
 - c. MDOT-SHA Section 203 for Borrow Excavation
 - d. MDOT-SHA Section 204 for Embankment and Subgrade
 - e. MDOT-SHA Section 206 for Removal of Existing Pavement
 - f. MDOT-SHA Section 208 for Subgrade Preparation
 - g. MDOT-SHA Section 210 for Tamped Fill
 - h. MDOT-SHA Section 402 for Structural Excavation
 - i. MDOT-SHA Section 701 for Subsoil

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Source Quality Control Submittals: Submit source of supply and material certification for any contractor provided materials.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Tamped Fill:
 1. Shall comply with MDOT-SHA Specification Section 210, unless otherwise noted.
- B. Borrow Excavation:
 1. Shall comply with MDOT-SHA Specification Section 203, unless otherwise noted.
 2. The following materials shall comply with MDOT-SHA Specification Section 916.01, unless otherwise noted:
 - a. Select Borrow
 - b. Capping Borrow

- c. Modified Borrow
- d. Common Borrow
- C. Embankment and subgrade
 - 1. Shall comply with MDOT-SHA Specification Section 204, unless otherwise noted.

PART 3 - EXECUTION

3.1 ERECTION/INSTALLATION/APPLICATION

- A. Pavement Removal
 - 1. Pavement Removal shall conform to MDOT-SHA Specification Section 206.03, unless otherwise noted.
- B. Excavation
 - 1. Class 1, 1-A, 2 excavation shall conform to MDOT-SHA Specification Section 201.03, unless otherwise noted.
 - 2. Class 3 excavation shall conform to MDOT-SHA Specification Section 402.03, unless otherwise noted.
 - 3. Class 5 excavation shall conform to MDOT-SHA Specification Section 202.03, unless otherwise noted.
 - 4. The upper limits on existing ground or embankments will be the existing groundline or the lower limit of roadway or rail bed excavation. The lower limit of the two will control.
 - 5. The upper limits on preliminary embankments will be the bottom of the as planned footing elevation. For stepped footings, the upper limits will be the bottom of the as planned footing elevation of the highest portion of the footing. If the preliminary embankment has a surcharge, the upper limits will be the lower limit of roadway or rail bed excavation.
 - 6. Additional excavation required below the elevation specified in the Contract Documents and necessitated by the lowering or deepening of footings, or the placing of subfoundations or underpinning, will be measured.
 - 7. No measurement or payment will be made for removing any liquids.
 - 8. Payment will be full compensation for all excavation, backfill, filling void around footings due to removing forms, blasting, grout, dewatering, removal and disposal of excess or unsuitable material, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. When a Class 3 Excavation item is not included in the Contract Documents, the

- excavation will not be measured but the cost will be incidental to other pertinent items.
9. Additional excavation required below the elevation specified in the Contract Documents and necessitated by the lowering or deepening of footings, or the placing of subfoundations or underpinning, will be paid for at the Contract unit price for Class 3 Excavation.
 10. Sheeting, bracing, and shoring either removed or left in place, will not be measured but the cost will be incidental to other pertinent items unless otherwise specified.
 11. Excavation necessary to expose or remove piles, grillages, sheeting, cribbing, masonry, or other obstructions will not be measured nor paid for if the excavation occurs outside the limits of excavation. Removal and disposal of obstructions within the limits of excavation will not be measured separately but the cost will be included in the Contract unit price for Class 3 Excavation.
 12. Limits of Measurement:
 - a. The lower limit of measurement will be the surface upon which roadway materials, including base course, surfacing or selected capping material is to be placed in pavement, shoulder or rail bed areas.
 - b. Measurement where concrete pavement is to be removed will be taken to 1ft outside of the outer edge of the pavement on each side. Where concrete curb or combination concrete curb and gutter is built contiguous to the pavement, measurement for excavation will be the outer limits of the concrete curb or combination curb and gutter.
 - c. If ledge rock, scattered rock, or boulders of $\frac{1}{2}$ yd³ or larger volume are removed, any resulting undercutting approved by the Engineer will be measured for payment.
 - d. Slides or breakages not attributable to the Contractor's negligence as determined by the Engineer will be measured and included in the final quantities for Class 1 Excavation.
 - e. Measurement will be made for the removal of topsoil and root mat when it is required to be removed from fill areas. In case of removal of root mat, however, Class 1 Excavation shall only apply when strata underlying the root mat are suitable for supporting embankment. If material is unsuitable for supporting embankment then

- removal of root mat and unsuitable will be measured as Class 1-A Excavation.
- f. Excavation will always be measured in its original position. No liquids will be included in any measurement.
 - g. No measurement will be made for any additional excavation required to construct new curb, curb and gutter, paved ditch, paved gutter, paved flume, or sidewalk paving.
13. Excavation Methods of Measurement:
- a. Recomputation of Quantities:
 - 1) The Contractor or the Administration may elect to recompute quantities in any section where it is believed the planned quantities are incorrect.
 - 2) When recomputation reveals an error, the corrected quantity will be used.
14. Structural Excavation shall conform to MDOT-SHA Specification Section 402, unless otherwise noted.
15. When only one bid item for Excavation (Unclassified) is established in the Contract Documents, all excavation shall be included in the unit bid price, regardless of the width of the excavation.
- C. Borrow Excavation shall conform to MDOT-SHA Specification Section 203, unless otherwise noted.
- D. Compaction shall conform to MDOT-SHA Specification Section 204, unless otherwise noted.
- E. Removal and Disposal of Existing Pavement shall conform to MDOT-SHA Specification Section 206, unless otherwise noted.
- F. Furnished Subsoil shall conform to MDOT-SHA Specification Section 701, unless otherwise noted.
- G. Embankment Foundations shall conform to MDOT-SHA Specification Section 204.03, unless otherwise noted.
- H. Borrow Excavation and Furnished Subsoil Methods of Measurement:
- 1. Cross Section Method of Measurement:
 - a. This method of measurement is required unless the alternate method below is approved by the Engineer.
 - 2. Alternate Method of Measurement:
 - a. When requested by the Contractor in writing, the Engineer may approve an alternate method of measurement for the computation of borrow excavation quantities. This

alternate method will not be considered for approval unless the Contractor can show that the cross sectional method computed by average end area is not a feasible method of measurement. When approved in writing by the Engineer, this alternate method shall consist of measuring the borrow excavation in approved hauling vehicles.

- b. The Contractor shall designate, prior to the start of hauling operations, the identification number of each vehicle to be used. The Engineer will determine the water level capacity of each vehicle. The measured capacity shall be multiplied by a factor of 0.85 to determine pay volume.
 - c. The Contractor shall furnish a delivery ticket to the Engineer for each load of borrow material delivered to the project. Any ticket not signed by the Engineer to acknowledge receipt will not be used in the computation of the borrow quantity.
- I. Tamped Fill shall conform to MDOT-SHA Specification Section 210.03, unless otherwise noted.

PART 4 - MEASUREMENT AND PAYMENT

4.1 EXCAVATION, CLASS 2 AND INCIDENTALS

- A. Excavation, Class 2 and Incidentals will not be measured for payment.
- B. Excavation, Class 2 and Incidentals will not be paid for directly, but will be considered incidental to relevant contract item.

END OF SECTION

**SECTION 32 01 16.71
COLD MILLING ASPHALT PAVEMENT**

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This work shall consist of milling existing asphalt pavement to the depth and at the locations specified in the Contract Documents and/or as directed by the Engineer.
- B. Related Requirements:
 - 1. Section 32 23 16.13 Plant Mix Asphalt Paving

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration

PART 2 - PRODUCTS**PART 3 - EXECUTION****3.1 GENERAL REQUIREMENTS**

- A. Perform roadway patching before the milling operation. Additional roadway patching may be required after the milling operation.

3.2 EQUIPMENT

- A. Equipment shall conform to MDOT-SHA Standard Specification 508, unless noted otherwise.

3.3 PAVEMENT MILLING

- A. Pavement Milling shall conform to MDOT-SHA Standard Specification 508.03, unless noted otherwise.

3.4 TEMPORARY TIE-INS

- A. Temporary tie-ins shall conform to MDOT-SHA Standard Specification 508.03, unless noted otherwise.

3.5 CLOSEOUT

- A. Use a vacuum equipped street sweeper, in addition to any other equipment required, to remove dust and debris after milling and prior to returning the area to traffic. .
- B. Fill all depressions, potholes, and other irregularities with an asphalt mix after milling. Construct an asphalt wedge at existing water valves, meters, manhole covers, etc.

PART 4 - MEASUREMENT AND PAYMENT**4.1 MILL AND OVERLAY HMA PAVEMENT 2 INCH DEPTH**

- A. Mill and Overlay HMA Pavement 2 Inch Depth will be measured per square yard.
- B. Mill and Overlay HMA Pavement 2 Inch Depth will be paid for at the Contract unit price bid per square yard, complete, accepted, which price and payment will be full compensation for all material, equipment, tools, labor, disposing of milled materials, and all work incidental to complete the item.

END OF SECTION

SECTION 32 01 17.61
SEALING CRACKS IN ASPHALT PAVING

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.
- B. Reference Standards
 - 1. Maryland Department of Transportation, Maryland State Highway Administration's (MDOT-SHA) latest Standard Specifications For Construction and Materials

1.2 SUMMARY

- A. This work shall consist of cleaning and filling crack 1/8 to 1-3/4 in. wide in hot mix asphalt (HMA) pavement as specified in the Contract Documents or as directed by the Engineer. Cracks less than 1/8 in. wide shall not be filled. Distressed areas shall be repaired as specified herein and as directed by the Engineer. Cracks more than 1-3/4 in. wide; and map, edge or alligator cracks requiring major repairs are not included in this special provision.
- B. Related Requirements:
 - 1. MDOT-SHA Section 510 – Sealing Cracks and Joints in Asphalt Pavements

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. In accordance with SECTION 01 33 00 Submittals, the Contractor shall submit to the engineer
 - 1. Crack Sealer – Submit product data to confirm compliance with MDOT-SHA Spec 911.01.01
 - 2. Asphalt Repair Mastic - Submit product data to confirm compliance with MDOT-SHA Spec 911.01.02

1.5 EQUIPMENT

- A. Equipment shall conform to MDOT-SHA Standard Specification 510.03.01, unless noted otherwise
- B. All equipment shall be subject to approval by the Engineer

1.6 QUALITY ASSURANCE

- A. Quality Control Plan. Submit a Quality Control Plan (QCP) for approval at least 30 days prior to the placement of any crack sealer or asphalt repair mastic. The Plan shall document the proposed methods of controlling the equipment, materials, production, and operations to ensure conformance. The Plan shall also contain a list of technicians working on the project, their qualifications, and a list of all equipment to be used on the project. Discuss the Plan requirements with the Administration prior to the construction.
- B. Training. Technicians working the project must take a mandatory online course from National Highway Institute (NHI), Course No. FHWA-NHI-131110C – Pavement Preservation Treatment Series: Crack Sealing & Filling, and Joint Sealing. The course is provided free of cost. An unofficial transcript of successful completion of the course can be downloaded from NHI's website. Submit transcripts with the QCP.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Crack Sealer – Crack Sealer shall conform to MDOT-SHA Spec 911.01 Joint Sealer and Crack Sealer unless noted otherwise.
- B. Asphalt Repair Mastic – Asphalt Repair Mastic shall conform to MDOT-SHA Spec 911.01.02 Asphalt Repair Mastic unless noted otherwise:

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Cracks shall be identified for repair:
 - 1. As specified in MDOT SHA Section 510.03.04 Crack Identification.
 - 2. As specified in MDOT SHA Section 510.03.05 Crack Sealing
 - 3. As specified in MDOT SHA Section 510.03.06 Asphalt Repair Mastic.
 - 4. And as directed by the Engineer.

3.2 PREPARATION

- A. Prepare the work as specified in MDOT-SHA Section 510.03.07 Cleaning and Preparation.

3.3 INSTALLATION

- A. Crack sealing shall be performed as specified in MDOT-SHA Section 510.03.08.01 Crack Sealing.
- B. Asphalt repair mastic shall be applied in compliance with MDOT-SHA Section 510.03.08.02 Asphalt Repair Mastic.

PART 4 - MEASUREMENT AND PAYMENT**4.1 SEALING CRACKS:**

- A. Sealing Cracks will not be measured for payment
- B. Sealing Cracks will not be paid for directly, but will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 32 01 19.62
PATCHING OF RIGID PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. This section specifies the patching of plain and reinforced concrete pavement.
 2. Depending on the type (plain or reinforced) Portland cement concrete pavement shall include:
 - a. Furnishing and installing aggregate base course
 - b. Furnishing and installing concrete forms
 - c. Furnishing and installing reinforcing steel, tie-ins and load transfer devices
 - d. Furnishing and installing structural concrete
 - e. Performing concrete finishing work
 - f. Performing saw-cuts and joints
 - g. Controlling concrete curing
- B. Related Requirements:
1. Section 03 05 00 Common Work Results for Concrete
 2. Section 03 20 00 Concrete Reinforcement
 3. Section 03 30 00 Cast-In-Place Concrete
 4. Section 32 11 23 Aggregate Base Courses
 5. Section 32 13 13 Concrete Paving

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. In accordance with Section 01 33 00, submit the following:
1. Product Data:
 - a. Submit Mix Design for approval

- b. Submit Paving Plan for approval
- c. Submit Equipment data for approval
- 2. Source Quality Control Submittals:
 - a. Submit the source of materials identified in Part 2 for approval.

PART 2 - PRODUCTS

2.1 AGGREGATE:

- A. Aggregate shall conform to MDOT-SHA Standard Specification 902, unless noted otherwise.

2.2 FORMWORK:

- A. Formwork shall conform to MDOT-SHA Standard Specification 520, unless noted otherwise.

2.3 CONCRETE REINFORCEMENT:

- A. Concrete Reinforcement shall conform to MDOT-SHA Standard Specification 908, unless noted otherwise.

2.4 CONCRETE:

- A. Concrete shall conform to MDOT-SHA Standard Specification 902, unless noted otherwise.

2.5 JOINT SEALANTS:

- A. Joint Sealants shall conform to MDOT-SHA Standard Specification 911, unless noted otherwise.

2.6 CURING MATERIALS:

- A. Curing Materials shall conform to MDOT-SHA Standard Specification 902, unless noted otherwise.

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. Equipment shall conform to MDOT-SHA Standard Specification 520.03.01, unless noted otherwise.

3.2 WEATHER RESTRICTIONS

- A. Weather Restrictions shall conform to MDOT-SHA Standard Specification 520.03.02, unless noted otherwise.

3.3 AGGREGATE BASE COURSE:

- A. Foundation shall conform to MDOT-SHA Standard Specification 520.03.03, unless noted otherwise.
- B. Section 32 11 23 Aggregate Base Courses

3.4 FORMWORK:

- A. Formwork shall conform to MDOT-SHA Standard Specification 520.03.04, unless noted otherwise.

3.5 SLIP FORM PAVING

- A. Slip Form Paving shall conform to MDOT-SHA Standard Specification 520.03.05, unless noted otherwise.

3.6 REINFORCEMENT INSTALLATION:

- A. Reinforcement Installation shall conform to MDOT-SHA Standard Specification 520.03.06, unless noted otherwise.

3.7 CONCRETE PLACEMENT:

- A. Concrete Placement shall conform to MDOT-SHA Standard Specification 520.03.07, unless noted otherwise.

3.8 CONCRETE FINISHING:

- A. Concrete Finishing shall conform to MDOT-SHA Standard Specification 520.03.09, unless noted otherwise.
- B. Finish shall be a broom finish in accordance with Section 03 05 00 Common Work Results for Concrete.

3.9 TEXTURING AND EDGING:

- A. Texturing and Edging shall conform to MDOT-SHA Standard Specification 520.03.11, unless noted otherwise.

3.10 CURING:

- A. Aggregate shall conform to MDOT-SHA Standard Specification 520.03.12, unless noted otherwise.

3.11 JOINTS

- A. Formwork shall conform to MDOT-SHA Standard Specification 520.03.14, unless noted otherwise.

3.12 OPENING TO TRAFFIC

- A. Formwork shall conform to MDOT-SHA Standard Specification 520.03.16, unless noted otherwise.
- B. The pavement may be opened to vehicular traffic after having attained a compressive strength of 3000 psi. Field samples will be tested per T 23.

3.13 DOWEL BAR PLACEMENT

- A. Dowel Bar Placement tolerances shall conform to MDOT-SHA Standard Specification 520.03.17, unless noted otherwise.
- B. No adjustment for payment shall be made for out of tolerance dowel bars, however, the work may be determined to be non-conforming by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT**4.1 CONCRETE PAVEMENT PATCHING:**

- A. Concrete Pavement Patching shall be measured per square yards and shall include furnishing and installing all formwork, reinforcing steel, concrete, expansion joints, graded aggregate base, saw cuts, joint sealants, finishing, and curing materials.
- B. Concrete Pavement Patching shall be paid for at the Contract unit price bid per square yards of concrete placed and accepted, which will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified..

END OF SECTION

SECTION 32 01 90
OPERATION AND MAINTENANCE OF PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. The work specified in this section includes: Furnishing and Installing Protective Fencing and Signage; Root Pruning; Pruning Trees; Dressing Tree Wounds; Tree Fertilization; Tree Watering; and application of pesticide and fungicide as required. Tree protection and maintenance work shall commence immediately after the issue of Notice to Proceed.
 2. This Section also includes specifications for turf mowing and the removal of all trash and debris from within the fenced tree protection areas.

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration
 2. ANSI: American National Standards Institute
- C. Reference Standards:
1. Current editions of the ANSI Publications:
 - a. ANSI A300: Tree, Shrub and Other Woody Plant Maintenance -- Standard Practices.
 - b. ANSI Z 60.1: "Nursery Stock".
 - c. ANSI Z 133.1: "Safety Requirements for Pruning, Trimming, Repairing, Maintaining And Removing Trees, and For Cutting

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Product Data: Submit the following for approval:
1. Fertilizer

2. Pesticide
3. Fungicide
4. Application instructions should accompany all of the above submittals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Water shall conform to MDOT-SHA Standard Specification 920.09.01, unless noted otherwise.
- B. Fertilizers shall conform to MDOT-SHA Standard Specification 920.03, unless noted otherwise.
- C. Fungicide and Pesticides shall conform to MDOT-SHA Standard Specification 920.09.03, unless noted otherwise.
- D. PROTECTIVE FENCING AND SIGNAGE:
 1. A five foot high, chain link fence with 2-inch diameter steel posts.
 2. The tree protection area signage to be on 18-inch by 24 inch weatherproof material. Wording to be as indicated on the plans.

PART 3 - EXECUTION

3.1 GENERAL

- A. All tree protection and maintenance work shall be performed by a Maryland Licensed Tree Expert who possesses a minimum of five years of experience in tree protection and maintenance operations. Written documentation of this experience will be required for review by the Engineer.
- B. The Contractor, the Maryland Transit Administration's Representative, the Engineer, and the landscape architect shall meet on the site to discuss all aspects of tree protection and maintenance prior to the commencement of any work, including clearing and grubbing operations. This meeting will include the field inspection of the staked limits of grading to review the existing vegetation and identify any field modifications to the work.
- C. No excavated material or construction materials are to be stockpiled within the drip line of any tree.
- D. Tree root systems shall be protected from smothering, flooding, erosion, and excessive wetting resulting from dewatering operations, and from run-off, spillage, and drainage of solutions containing materials which would be deleterious to tree roots.
- E. Parking and vehicular traffic will not be permitted within drip line of any tree.

- F. Foot traffic over tree roots shall be restricted to prevent excessive compaction of soil over root systems.

3.2 PREPARATION

- A. Root Pruning shall be conducted according to MDOT-SHA Specification Section 715.03, unless noted otherwise.

3.3 APPLICATION

- A. Tree Pruning shall be conducted according to MDOT-SHA Specification Section 712.03, unless noted otherwise.
- B. Tree Fertilizing shall be conducted according to MDOT-SHA Specification Section 716.03, unless noted otherwise.
- C. Tree Watering:
 - 1. Existing trees, as indicated on the plans, shall be watered as directed by the Engineer. Watering shall conform to MDOT-SHA Specification Section 710.03.14.

3.4 PROTECTION

- A. Protective Fencing and Signage:
 - 1. Upon satisfactory completion of the root pruning, protective fencing shall be installed along the tree side edge of the trench line by driving posts on 10+/- foot centers and attaching fence material.
 - 2. In areas where construction falls within the drip line of trees, fencing shall be removed and replaced as each stage of work near trees is completed, so as to prevent excessive soil compaction.
 - 3. Tree protection fencing is to be placed, as indicated on the Plans, to create a 15-foot wide corridor for the installation of the storm water pipe only for the duration of the pipe installation.
 - 4. Attach a tree protection fence area sign, using nylon ties, to the chain link fence at 25 to 30 foot intervals.
- B. Protection of Existing Trees:
 - 1. Those existing trees which have been designated to remain, but are damaged beyond repair by construction operations, as determined by the Engineer, shall be removed.
 - 2. Removed trees shall be replaced with a tree of the same genus, species, variety, and size as the removed tree, except that if trees having caliper greater than six inches have been damaged beyond repair, as determined by the Engineer, smaller trees shall be furnished and installed.
 - 3. The small tree shall have a caliper acceptable to the Engineer; except that minimum caliper shall be four inches. Planting of

replacement trees shall follow standard accepted planting techniques, include a one year warranty period, and occur at no additional cost to the Administration.

4. If smaller trees are furnished and installed to replace larger trees which have been damaged beyond repair, as determined by the Engineer, the Contractor shall accept, as agreed damages, a reduction of the Contract price at a rate of \$200.00 per inch of caliper differential between the damaged tree and the smaller tree for calipers over six inches; and \$400.00 per inch of caliper differential between the damaged tree and the smaller tree for calipers over twelve inches.
5. Those limbs and branches which have been damaged by construction operations, as determined by the Engineer, shall be repaired. Repairing shall be accomplished by cutting damaged limbs and branches to healthy wood in accordance with "Pruning Standards for Shade Trees".
6. Bruises shall be trimmed back to sound bark and to tight cambium. If a tree limb is damaged beyond repair, as determined by the Engineer, by construction operations, the limb shall be removed, and the Contractor shall accept, as agreed damages, a reduction in the Contract price at a rate of \$200.00 per inch of a caliper of the damaged limb. For the purpose of monetary assessment, the damaged limb will be measured at the point of the final pruning.

3.5 MAINTENANCE

- A. Mowing and Trash Debris Removal:
 1. The Contractor shall mow the turf within the fenced tree protection areas at an interval of 7 to 10 days until the tree protection fencing is removed.
 2. Trash and debris shall be removed from the fenced tree protection areas prior to mowing operations.

PART 4 - MEASUREMENT AND PAYMENT

4.1 PROTECTIVE FENCING:

- A. Protective Fencing will not be measured separately.
- B. Protective Fencing will be considered incidental to the appropriate plant item.

4.2 TREE FERTILIZING:

- A. Tree Fertilizing will not be measured separately.
- B. Tree Fertilizing will be considered incidental to the appropriate plant item.

4.3 TREE WATERING:

- A. Tree Watering will not be measured separately.
- B. Tree Watering will be considered incidental to the appropriate plant item.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. This work shall consist of the furnishing of materials and the constructing of base courses using graded aggregate where indicated on the Plans and/or where directed by the Engineer.
- B. Related Requirements:
1. Section 321613: Curbs and Gutters

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration
 2. AASHTO: American Association of State Highway Transportation Officials
 3. ASTM: American Society for Testing and Materials.
 4. MSMT: Maryland Standard Method of Test
 5. OMT: State Highway Administration Office of Materials Technology

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Product Data:
1. At least 30 days prior to the start of constructing the base course, submit the proposed plants, equipment, and material sources for approval.

1.5 QUALITY ASSURANCE

- A. Qualifications:
1. Manufacturers:

- a. The plant from which the Contractor proposes to obtain material shall be approved by the State Highway Administration Office of Materials Technology (OMT) before starting deliveries.
2. All equipment, tools, machinery, and parts of the plant shall be maintained in a satisfactory working condition at all times. Equipment:
 - a. All equipment, including the production plant and on-site equipment, is subject to approval. Have the plant ready for inspection at least 48 hours prior to the start of construction operations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. PRODUCTION PLANTS:

1. These specifications are applicable to all batching and proportioning plants.

2.2 DESCRIPTION

2.3 MATERIALS

- A. Refer to MDOT-SHA Specification Section 501.02 for the following products, unless noted otherwise:
 1. Graded Aggregate for Base Course
 2. Bank Run Gravel for Base Course
 3. Sand Aggregate Base Course Coarse Aggregate
 4. Fine Aggregate
 5. Portland Cement
 6. Emulsified Asphalt
 7. Production Plant
 8. Water
 9. Moisture and Dust Control Agents

PART 3 - EXECUTION

3.1 GENERAL

- A. Construction shall conform to the MDOT-SHA Standard Specification Section 501.03, unless otherwise noted

3.2 PREPARATION

- A. Subgrade preparation shall conform to the MDOT-SHA Standard Specification Section 501.03.03, unless otherwise noted

3.3 ERECTION/INSTALLATION/APPLICATION

- A. Weather Restrictions shall conform to the MDOT-SHA Standard Specification Section 501.03.02, unless otherwise noted Transportation shall conform to the MDOT-SHA Standard Specification Section 501.03.07, unless otherwise noted. Spreading shall conform to the MDOT-SHA Standard Specification Section 501.03.08, unless otherwise noted.
- B. Grade or Finished Surface Control shall conform to the MDOT-SHA Standard Specification Section 501.03.09, unless otherwise noted.
 - 1. Compaction shall conform to the MDOT-SHA Standard Specification Section 501.03.10, unless otherwise noted
- C. Graded Stabilized Aggregate Base Protection and Curing shall conform to the MDOT-SHA Standard Specification Section 501.03.11, unless otherwise noted
- D. Moisture and Dust Control Agents shall conform to the MDOT-SHA Standard Specification Section 501.03.12, unless otherwise noted. Maintenance shall conform to the MDOT-SHA Standard Specification Section 501.03.13, unless otherwise noted.
- E. Subgrade Maintenance: Prevent damage by heavy loads or equipment. Repair or replace any defects or damage.

3.4 FIELD QUALITY CONTROL

- A. Non-Conforming Work:
 - 1. Removal and Replacement of Unsuitable Material:
 - a. Remove and dispose of all soft and unstable material and any other portions of the subgrade that will not properly compact. Replace with suitable material and compact.

PART 4 - MEASUREMENT AND PAYMENT**4.1 GRADED AGGREGATE BASE**

- A. Graded Aggregate Base will not be measured for payment.
- B. Graded Aggregate Base will not be paid for directly but will be considered incidental to the relevant contract item.

END OF SECTION

**SECTION 32 12 16.13
PLANT MIX ASPHALT PAVING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This section specifies the construction of asphalt pavement.
- B. Related Requirements:
 - 1. Section 32 01 16.71 Cold Milling Asphalt Paving
 - 2. Section 32 12 36 Seal Coats
 - 3. Section 32 11 23 Aggregate Base Courses

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration
 - 2. MSMT: Maryland Standard Method of Test, published by MDOT-SHA Office of Materials Technology

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. In accordance with SECTION 01 33 00 Submittals, the Contractor shall submit to the engineer:
 - 1. Product Data:
 - a. Submit Mix Design for approval
 - b. Submit Paving Plan for approval
 - c. Submit Equipment data for approval
 - 2. Source Quality Control Submittals:
 - a. Submit Production Plant Certification, including location of plants for approval.

- b. Submit the material source of supply for approval, for all materials listed in Part 2.

1.5 EQUIPMENT

- A. Equipment shall conform to MDOT-SHA Standard Specification 504.03, unless noted otherwise.
- B. All equipment, including the production plant and paving equipment, shall be subject to approval by the Engineer. The plant shall be ready for inspection by the Engineer at least 48 hours prior to the start of the paving operations.
- C. Pavers:
 1. Pavers will be inspected and approved by the Engineer based upon requirements in the manufacturer's specification manual with a copy to be provided by the Contractor. The paver shall be a self-contained, power propelled unit capable of spreading the mixture true to line, grade and cross slope. The paver shall be equipped with a screed or strike off assembly, which can produce a finished surface of the required smoothness and texture without tearing, shoving or gouging the mixture. The paver shall have automatic controls for transverse slope and grade. Controls shall be capable of sensing grade from an outside reference line or ski and sensing the transverse slope of the screed to maintain the required grade and transverse slope within plus or minus 0.1 of the required slope percentage.
 2. Manual operations will be permitted in the construction of irregularly shaped and minor areas, or where directed by the Engineer.
 3. Whenever a breakdown or malfunction of any automatic control occurs, the equipment may be operated manually for the remainder of the workday as directed by the Engineer.
 4. Reference lines or other suitable markings to control the horizontal alignment shall be provided by the Contractor, subject to the approval of the Engineer.
- D. Rollers:
 1. Rollers shall be self propelled, reversible, steel wheeled or pneumatic tired. Vibratory rollers may be used, except they shall not be in vibratory mode when paving on surface courses without the approval of the Engineer. Pneumatic tire rollers shall have multiple tires of equal size with smooth tread. Wheels shall be arranged to oscillate in pairs, or they may be individually sprung. Tires shall be uniformly inflated at the operating pressure approved by the

Engineer. The Contractor shall furnish the Engineer a manufacturer’s table showing this data. The difference in tire pressure between any two tires shall not be greater than 5 psi. The Contractor shall provide a means for checking the tire pressure on the job at all times.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Asphalt Binder, Tack Coat shall conform to MDOT-SHA Standard Specification 904, unless noted otherwise.
- B. Crack Filler shall conform to MDOT-SHA Standard Specification 911, unless noted otherwise.
- C. Aggregates shall conform to MDOT-SHA Standard Specification 901, unless noted otherwise. When recycled asphalt pavement is used in an HMA mix as defined in MSMT 412, it shall be considered an aggregate source.
- D. Mix Design shall conform to MDOT-SHA Standard Specification 904, unless noted otherwise.
- E. Recycled Asphalt Pavement (RAP) shall conform to MDOT-SHA Standard Specification 900.03.03, unless noted otherwise. Asphalt production plants shall conform to MDOT-SHA Standard Specification Section 915, unless otherwise noted. The plant from which the Contractor proposes to obtain material shall be approved by the Engineer before starting deliveries.
 - 1. Measuring devices shall meet the current edition of the National Institute of Standards and Technology Handbook 44, except as modified by Table 915. The producer shall provide all personnel and equipment for calibrating measuring devices.
 - 2. Balance and zero conditions of scales shall be checked daily, and at any other time requested by the resident Engineer. The Engineer may, at any time, direct that any measuring device be tested by the producer or an outside agency if there is any doubt about the accuracy of the measuring device. Certificates of inspection shall be posted in a prominent place in the plant, and a copy shall be promptly submitted to the Engineer. Production plant tolerances shall meet the following table:

MATERIAL	MAINTENANCE TOLERANCE	UNIT OF MEASURE
Aggregate	0.2%	Weight

Portland Cement or Blended Hydraulic Cement of Ground Iron Blast Furnace Slag or Fly Ash	0.2%	Weight
Asphalt	0.2%	Weight or Volume
Water	1.5%	Weight or Volume
Additives	0.5%	Weight or Volume

If during the monthly check, the measuring devices are found to deviate from the allowable tolerance, they will be suspended from use until recalibrated to the Specification requirements. A price adjustment will apply to materials sold and accepted by weight that are supplied during the measuring device malfunction period when the malfunction resulted in an overpayment. The measuring device malfunction period is defined as the elapsed time between the two successive monthly checks.

- F. **Sampling Equipment.** The producer shall provide all personnel and equipment for obtaining samples from the last practical point prior to combination with other ingredients or introduction into the mixer. Sampling of liquid binder from asphalt plants shall be from a tap located at the last practical, safe point, between the binder control unit and the plant (M 156 and D 140). Sampling shall meet Tables 1 and 2 of the MSMT Manual. The sampling equipment shall have a minimum capacity of 30 lb and be positioned in a manner that will provide an accurate representation of the material being furnished. When the size of the sample is too large to be transported, approved sample splitting devices shall be available at the point of sampling that will split the sample to no more than twice the proper testing size.
- G. **Quality Control Laboratory.** At proportioning or batching plants the producer shall provide an on-site Administration approved laboratory suitable for conducting the various tests required. An off site laboratory requires approval of the Engineer. Continued approval of the laboratory and the testing personnel will be subject to periodic inspection by the Administration. Any deficiencies shall be corrected to the satisfaction of the Engineer or the approval will be withdrawn.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. **WEATHER:**

1. Place mixes used as the final surface when the ambient air and surface temperatures are at least 40 F. Ensure that surfaces to be paved are clean and dry before paving, as approved.
 - a. Place mixes used as intermediate and base layers when the ambient air and surface temperatures are at least 32 F.
 - b. Place polymer-modified surface mixes when the ambient air and surface temperatures are at least 50 F.
 - c. When it begins raining while the work is underway, material en route from the plant may be used at risk.
 - d. The Administration reserves the right to perform any testing necessary to ensure the quality of the pavement.
 - e. All additional testing and associated costs, including maintenance of traffic, will be at no cost.
2. If material placement is halted due to weather conditions, waste all material en route at no additional cost.
3. Do not place asphalt on a frozen graded aggregate base.
4. When weather conditions differ from these limits, material en route from the plant to the job site may be used at the Contractor's risk. If placement of the material is stopped by the Engineer, all material en route shall be wasted at the Contractor's expense.

3.2 FOUNDATION PREPARATION:

- A. Foundation preparation shall conform to MDOT-SHA Standard Specification Section 504.03, unless otherwise noted.
- B. Curbs, Gutters, and Other Supports: Where permanent curbs, gutters, edges, and other supports are planned, they shall be constructed and backfilled prior to placing the asphalt pavement, which shall then be placed and compacted against them.

3.3 TACK COAT:

- A. Tack Coat shall conform to MDOT-SHA Standard Specification Section 504.03, unless otherwise noted.

3.4 ASPHALT PLACEMENT:

- A. Asphalt Placement shall conform to MDOT-SHA Standard Specification Section 504.03, unless otherwise noted.

3.5 COMPACTION:

- A. Compaction shall conform to MDOT-SHA Standard Specification Section 504.03, except as follows:

1. No adjustment to the contract unit price bid per ton of Hot Mix Asphalt Pavement will be made for pavement density.
2. Unless otherwise noted.

3.6 JOINTS:

- A. Joints shall conform to MDOT-SHA Standard Specification Section 504.03, unless otherwise noted.
- B. Both longitudinal and transverse joints in successive courses shall be staggered so that one is not above the other. Transverse joints shall be staggered by the length of the paver. Longitudinal joints shall be staggered a minimum of 6 in.
- C. Joints shall be constructed to provide a continuous bond between the old and new surfaces. Joints shall be coated with tack coat as directed by the Engineer. In the case of surface course, the edge of the existing pavement shall be cut back for its full depth on transverse joints to expose a fresh surface and the surface shall be coated with tack coat material as directed by the Engineer. Before placing the mixture against curbs, gutters, headers, manholes, etc., all contact surfaces shall be coated with tack coat.

3.7 TIE-INS:

- A. Tie-Ins shall conform to MDOT-SHA Standard Specification Section 504.03, unless otherwise noted.
- B. In MTA facilities accessible to the general public, construct a temporary tie-in at least 4 ft in length for each 1 in. of pavement depth.

3.8 FIELD QUALITY CONTROL:

- A. Acceptance will be determined by nuclear in-place density test data. The nuclear gauge shall be calibrated in conformance with MSMT 417.
- B. The Contractor shall take a one-minute special calibration nuclear test from each lift. A special calibration nuclear test is defined as an average of two (minimum) special calibration readings taken at the same location after rotating the nuclear gauge 180 degrees.
- C. Nuclear test-in-place density data shall be expressed as percentage of the maximum specific gravity determined for each day's production. The in-place density shall be 92.0 to 97.0 percent. .

PART 4 - MEASUREMENT AND PAYMENT

4.1 HOT MIX ASPHALT SUPERPAVE FOR SURFACE (9.5MM/PG 64-22, LEVEL 2):

- A. Hot Mix Asphalt Superpave for Surface (9.5mm/PG 64-22, Level 2) will not be measured for payment.

- B. Hot Mix Asphalt Superpave for Surface (9.5mm/PG 64-22, Level 2) will not be paid for directly, but will be considered incidental to HMA Full-Depth Pavement Repair or Mill and Overlay Pavement.

4.2 HOT MIX ASPHALT SUPERPAVE FOR BASE (19.0MM/PG 64-22, LEVEL 2):

- A. Hot Mix Asphalt Superpave for Base (19.0mm/PG 64-22, Level 2) will not be measured for payment.
- B. Hot Mix Asphalt Superpave for Base (19.0mm/PG 64-22, Level 2) will not be paid for directly, but will be considered incidental to HMA Full-Depth Pavement Repair.

4.3 HMA FULL-DEPTH PAVEMENT REPAIR:

- A. HMA Full-Depth Pavement Repair will be paid per square yard and shall include hot mix asphalt superpave, graded aggregate base, saw cuts, finishing, and curing materials.
- B. HMA Full-Depth Pavement Repair for at the Contract unit price bid per square yard of asphalt placed and accepted, which will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

END OF SECTION

SECTION 32 12 36
SEAL COATS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This work consists of furnishing and applying a bituminous seal coat on an approved surface, in accordance with these specifications as shown on the plans or as directed by the Engineer.
- B. Related Requirements:
 - 1. Section 32 01 17.61 Sealing Cracks in Asphalt Paving

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Product Data:
 - 1. Submit the material specifications for approval
 - 2. Submit mix design data for approval.
- B. Certificates: Submit certified weight tickets for the emulsion, aggregate, and any other additives. The weight tickets will be used to determine in-place application rates.
- C. Source Quality Control Submittals:
 - 1. Submit the material source of supply for approval, for all materials listed in Part 2.

1.5 QUALITY ASSURANCE

- A. Quality Control Plan: Submit a Quality Control Plan (QCP) for approval at least 30 days prior to any seal coat application. The QCP shall document the proposed methods for controlling the equipment, materials, production, and operations to ensure conformance. The QCP shall also contain a list of technicians working on the project, their qualifications,

and a list of all equipment to be used on the project. Discuss the plan requirements with the Administration prior to construction.

- B. Qualifications: Technicians working on the project must take a mandatory online course from National Highway Institute (NHI), Course No. FHWA-NHI-131110F - Pavement Preservation Treatment Series: Fog Seals. An unofficial transcript of successful completion of the course can be downloaded from NHI's website. Submit transcripts with the QCP.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Water from a potable source, or as approved by the engineer.
- B. Sand or other appropriate blotter material, as approved by the engineer.
- C. Asphalt Emulsion designated CSS-1h or CQS-1h (Quick-Set Mixing Grade) conforming to the applicable requirements AASHTO Designation M-208. The emulsion shall not contain coal-tar. The contractor shall submit the pertinent material specifications to the Administration for approval at least 30 days prior to any seal application. Each load of emulsified asphalt shall be accompanied by certification stating the emulsion meets specification requirements.
 - 1. Dilution Procedure: Prior to application the asphalt emulsion shall be diluted with water. The order of addition shall be asphalt emulsion followed by an equal portion of water. The resulting dilution shall be mixed mechanically. Use caution not to over agitate causing excessive foaming or breaking of the emulsion. Diluted material should be applied the same day and not stored for later use. Dilution shall be 50% asphalt emulsion and 50% water.
 - a. All additives for emulsified asphalts shall be approved prior to use.
 - b. Water may be checked for compatibility with the emulsion by mixing a small amount of emulsion in a can (approximately one liter). The materials are mixed for 2 to 3 minutes with a stirrer and the resulting mixture is poured through a pre-wetted 150 μ m sieve. If more than 1% by weight of material is retained on the sieve, the water is not compatible and clogging in spray jets may result.
 - c. Incompatible water may be treated with 0.5 to 1.0% of a compatible emulsifier solution (the emulsion manufacturer can provide advice regarding compatible solutions). The emulsifier solution should be added to the water tank and circulated for 10 to 15 minutes via a pump before adding to the emulsion. If a water treatment is used, the compatibility test should be repeated using the treated water to ensure compatibility.
 - d. Emulsified asphalt shall be homogenous. It shall show no separation of asphalt at the time of use and shall be used within

thirty calendar days after delivery from the manufacturer/supplier.

- e. Emulsified asphalt shall not be allowed to freeze.

2.2 QUALITY CONTROL

- A. **Non-Conforming Work:** Correct defective work not meeting the following criteria, unless otherwise directed in writing and as determined; to the satisfaction of the Administration and at no additional cost.
 - 1. Defective work is as defined in MDOT-SHA Standard Specification Section 507.03.11

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS:

- A. **Construction:** Perform any necessary patching, crack sealing, crack filling, and other surface preparation as prescribed or directed prior to applying the seal coat.
- B. **Weather Restrictions:** Place the emulsion when the air and surface temperatures are at least 50 F, when it is not raining or foggy, and when the local weather forecast does not predict precipitation or the temperature to fall below 40 F within 24 hours from the time the emulsion is to be placed. Cease placement when the surface or air temperature falls below the specified limits. Any further placement is at the Contractor's risk.
- C. **Bituminous Distributor:** Refer to ASTM D2995. Use a calibrated bituminous distributor equipped to spray the emulsion uniformly across the designated surface at the temperature recommended by the manufacturer. Spray the seal coat at readily determined and controlled rates from 0.06 to 0.22 gal/yd² with an allowable variation from the specified rate of not more than plus or minus 5 percent.
- D. **Mixing Equipment:** The contractor must furnish all equipment necessary for the performance of the work.
- E. **Power Broom:** The contractor must provide a power broom and/or blower for removing loose material from the pavement surface. When truck mounted machines are used, have at least two units on the project prior to construction. Take caution not to direct blowing towards pedestrian or vehicles where damage or injury could occur.
- F. **Surface Preparation:** Dry and clean the surface of all loose and foreign materials prior to applying the seal coat. Remove pavement marking per MDOT-SHA Standard Specification Section 565
- G. **Test Section:** Prepare a representative test section on site on the pavement, 50 feet long and 10 feet in width to determine the application rate. The area to be tested will be designated by the engineer and will be located on the existing pavement. If the emulsion in the test section remains ponded and is not absorbed into the surface after 15-20 minutes, a

new test section will be required with a decreased application rate. Continue to prepare additional test sections until an application rate is approved.

- H. **Application:** Refer to Table 1. Apply the seal coat uniformly over the pavement surface in one application so that it penetrates the pavement without ponding. The application rate may be adjusted as directed. Thoroughly spray areas missed by the bituminous distributor by hand to ensure uniform coverage.

TABLE 1 Recommended Fog Seal Coat Application Rates			
% Water In Original Emulsion	Dilution Rate	Existing Pavement Surface	
		Dense Graded As- phalt Surface	Open Graded As- phalt Surface
		(gal/yd ²)	(gal/yd ²)
50	1:1	0.03 – 0.11	0.09 – 0.22

Prevent the seal coat from being applied outside the designated areas using a fine aggregate dam or other approved method. All adjacent concrete surfaces, manhole and valve covers, drop inlets, and other such appurtenances shall be protected from the bituminous material by placing reinforced, waterproof, all-purpose paper or other suitable material, approved by the Engineer. Completely remove any seal coat applied or tracked outside of designated areas at no additional cost.

- I. **Fine Aggregate Application:** Apply fine aggregate to the seal coat at the rate of .5 to 1 lb/yd² before it breaks, uniformly across the treated surface. Remove the fine aggregate by means of a rotary broom and vacuum truck within ten (10) days after the application of the seal. Re-sand any areas affected by bleeding. Correct all rough and non-uniform areas as determined.
- J. **Traffic:** Allow the seal coat to cure completely before opening to traffic. Allow 2 hours for the seal coat to cure before permitting traffic on the pavement, or as determined by the engineer. Repair sealed areas damaged by traffic at no additional cost.

PART 4 - MEASUREMENT AND PAYMENT**4.1 ASPHALT SEAL COATING:**

- A. Asphalt Seal Coating will be measured at the contract unit price per square yard.
- B. The payment for Asphalt Seal Coating will be full compensation for furnishing and placement, aggregate, tie-ins to entrances and connecting roads, emulsion, test strip, sealing cracks and for all material, labor, equipment, tools, and incidentals necessary to complete the

END OF SECTION

**SECTION 32 13 13
CONCRETE PAVING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. This section specifies the installation of plain and reinforced concrete pavement.
 2. Depending on the type (plain or reinforced) Portland cement concrete pavement shall include:
 - a. Furnishing and installing aggregate base course
 - b. Furnishing and installing concrete forms
 - c. Furnishing and installing reinforcing steel, tie-ins and load transfer devices
 - d. Furnishing and installing structural concrete
 - e. Performing concrete finishing work
 - f. Performing saw-cuts and joints
 - g. Controlling concrete curing
- B. Related Requirements:
1. Section 03 05 00 Common Work Results for Concrete
 2. Section 03 20 00 Concrete Reinforcement
 3. Section 03 30 00 Cast-In-Place Concrete
 4. Section 32 11 23 Aggregate Base Courses

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. In accordance with Section 01 33 00, submit the following:
1. Product Data:
 - a. Submit Mix Design for approval
 - b. Submit Paving Plan for approval

- c. Submit Equipment data for approval
- 2. Source Quality Control Submittals:
 - a. Submit the source of materials identified in Part 2 for approval.

PART 2 - PRODUCTS

2.1 AGGREGATE:

- A. Aggregate shall conform to MDOT-SHA Standard Specification 902, unless noted otherwise.

2.2 FORMWORK:

- A. Formwork shall conform to MDOT-SHA Standard Specification 520, unless noted otherwise.

2.3 CONCRETE REINFORCEMENT:

- A. Concrete Reinforcement shall conform to MDOT-SHA Standard Specification 908, unless noted otherwise.

2.4 CONCRETE:

- A. Concrete shall conform to MDOT-SHA Standard Specification 902, unless noted otherwise.

2.5 JOINT SEALANTS:

- A. Joint Sealants shall conform to MDOT-SHA Standard Specification 911, unless noted otherwise.

2.6 CURING MATERIALS:

- A. Curing Materials shall conform to MDOT-SHA Standard Specification 902, unless noted otherwise.

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. Equipment shall conform to MDOT-SHA Standard Specification 520.03.01, unless noted otherwise.

3.2 WEATHER RESTRICTIONS

- A. Weather Restrictions shall conform to MDOT-SHA Standard Specification 520.03.02, unless noted otherwise.

3.3 AGGREGATE BASE COURSE:

- A. Foundation shall conform to MDOT-SHA Standard Specification 520.03.03, unless noted otherwise.
- B. Section 32 11 23 Aggregate Base Courses

3.4 FORMWORK:

- A. Formwork shall conform to MDOT-SHA Standard Specification 520.03.04, unless noted otherwise.

3.5 SLIP FORM PAVING

- A. Slip Form Paving shall conform to MDOT-SHA Standard Specification 520.03.05, unless noted otherwise.

3.6 REINFORCEMENT INSTALLATION:

- A. Reinforcement Installation shall conform to MDOT-SHA Standard Specification 520.03.06, unless noted otherwise.

3.7 CONCRETE PLACEMENT:

- A. Concrete Placement shall conform to MDOT-SHA Standard Specification 520.03.07, unless noted otherwise.

3.8 CONCRETE FINISHING:

- A. Concrete Finishing shall conform to MDOT-SHA Standard Specification 520.03.09, unless noted otherwise.
- B. Finish shall be a broom finish in accordance with Section 03 05 00 Common Work Results for Concrete.

3.9 TEXTURING AND EDGING:

- A. Texturing and Edging shall conform to MDOT-SHA Standard Specification 520.03.11, unless noted otherwise.

3.10 CURING:

- A. Aggregate shall conform to MDOT-SHA Standard Specification 520.03.12, unless noted otherwise.

3.11 JOINTS

- A. Formwork shall conform to MDOT-SHA Standard Specification 520.03.14, unless noted otherwise.

3.12 OPENING TO TRAFFIC

- A. Formwork shall conform to MDOT-SHA Standard Specification 520.03.16, unless noted otherwise.
- B. The pavement may be opened to vehicular traffic after having attained a compressive strength of 3000 psi. Field samples will be tested per T 23.

3.13 DOWEL BAR PLACEMENT

- A. Dowel Bar Placement tolerances shall conform to MDOT-SHA Standard Specification 520.03.17, unless noted otherwise.
- B. No adjustment for payment shall be made for out of tolerance dowel bars, however, the work may be determined to be non-conforming by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 PORTLAND CEMENT CONCRETE PAVEMENT :

- A. The Portland Cement Concrete Pavement will not be measured for payment.
- B. The item Portland Cement Concrete Pavement not be paid for directly, but will be considered incidental to the relevant contract item.

END OF SECTION

**SECTION 32 16 13
CURBS AND GUTTERS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. This section specifies construction of asphalt or concrete curbs and concrete combination curb and gutter.
 2. This work shall consist of replacing existing curbs and/or combination curb and gutter where indicated on the Plans and/or where directed by the Engineer.
- B. Related Requirements:
1. Section 03 05 00: Common work Results for Concrete
 2. Section 32 16 23: Sidewalk
 3. Section 32 12 16.13: Plant Mix Asphalt Paving

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. In accordance with SECTION 01 33 00 Submittals, the Contractor shall submit to the engineer:
1. Product Data:
 - a. Submit Mix Design for approval
 2. Source Quality Control Submittals:
 - a. Submit Production Plant Certification, including location of plants for approval.
 - b. Submit the material source of supply for approval, for all materials listed in Part 2.

1.5 QUALITY ASSURANCE

- A. Certifications:

1. Form release compounds shall effectively prevent the bond of the concrete to the forms. The form release compounds shall not cause discoloration of the concrete nor adversely affect the quality or rate of hardening at the interface of the forms.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Refer to MDOT-SHA Specification Section 602.02 for the following products:
 1. Crusher Run Aggregate CR-6
 2. Aggregate, Size No. 57
 3. Curing Materials
 4. Form Release Compound
 5. Portland Cement Concrete, Mix No. 13
 6. Asphalt Mix
 7. Tack Coat
 8. Reinforcement Steel
 9. Joint Sealer
 10. Preformed Joint Filler
 11. Borrow Excavation
 12. Common Borrow
 13. Topsoil
 14. Subsoil

PART 3 - EXECUTION

3.1 ERECTION/INSTALLATION/APPLICATION

- A. Construction of Concrete Curb and Gutters, joints, finishing, curing and backfill shall conform to the MDOT SHA Standard Specification Section 602.03.01, unless otherwise noted.
- B. Construction of Asphalt Curbs and Gutters and backfill shall conform to the MDOT SHA Standard Specification Section 602.03.02, unless otherwise noted.

3.2 FIELD QUALITY CONTROL

- A. Non-Conforming Work:

1. If during the operation of the slip-form equipment a tear occurs, it shall be repaired immediately or removed and replaced as directed by the Engineer.
2. All honeycombed and damaged areas shall be repaired immediately after the removal of the forms in a manner acceptable to the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 REPLACE CONCRETE CURB AND GUTTER:

- A. Replace Concrete Curb and Gutter will be measured per linear foot.
- B. Replace Concrete Curb and Gutter will be paid for at the contract unit price bid per linear foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor, removal and disposal of existing curb and gutter, sawcutting, regrading/compacting of subgrades, forms, manipulation of existing gravel base courses, and all work incidental to complete the item

END OF SECTION

**SECTION 32 16 23
SIDEWALKS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. The work specified in this section consists of furnishing and installing concrete or asphalt sidewalks at the locations and type as indicated on the contract plans.
- B. Related Requirements:
 - 1. Section 03 30 00: Cast-In-Place Concrete
 - 2. Section 03 05 00: Common Work Results For Concrete
 - 3. Section 32 12 16.13: Plant Mix Asphalt Paving

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Product Data:
 - 1. Mix design for each change of ingredients and ingredient sources, including admixtures.
- B. Shop Drawings:
 - 1. Working Drawings indicating construction joint and expansion joint layout, and openings.
- C. Certificates:
 - 1. Certificates of Compliance to specifications of materials provided.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Refer to MDOT-SHA Specification Section 603.02 for the following products:
 - 1. Curing Materials
 - 2. Form Release Compound
 - 3. Portland Cement Concrete
 - 4. Asphalt Mix
 - 5. Welded Wire Fabric
 - 6. Joint Sealer
 - 7. Preformed Joint Fillers
 - 8. Common Borrow
 - 9. Topsoil
 - 10. Subsoil
- B. Concrete shall be SHA Mix No. 13
- C. Hot Mix Asphalt shall be 12.5mm for Surface

PART 3 - EXECUTION**3.1 ERECTION/INSTALLATION/APPLICATION**

- A. Construction of Concrete Sidewalks, joints, and curing shall conform to the MDOT-SHA Standard Specification Section 603.03.01, unless otherwise noted.
- B. Construction of Asphalt Sidewalks and backfill shall conform to the MDOT SHA Standard Specifications Section 603.03.02, unless otherwise noted.
- C. Backfill shall conform to the MDOT SHA Standard Specifications Section 603.03.03

3.2 PROTECTION

- A. Protect the walks from damage until acceptance of the work. Exclude pedestrians from walks for at least 3 days after placement.
- B. Sweep concrete walks and wash free of stains, discoloration, dirt, and other foreign materials.

- C. Provide necessary watchmen to prevent vandalism to freshly poured concrete walks.

PART 4 - MEASUREMENT AND PAYMENT

4.1 5" CONCRETE SIDEWALK:

- A. 5" Concrete Sidewalk will be measured per square foot.
- B. 5" Concrete Sidewalk will be paid for at the Contract unit price bid, in place. This shall be full compensation for all concrete including Mix No. 13, curing compound, sawcutting, expansion joints, graded aggregate base, and all other materials, equipment, labor and tools necessary to complete this work.
- C. When the existing sidewalk is removed and replaced with a new sidewalk, the cost of removal and disposal of existing sidewalk will be incidental to the Contract unit price for 5-Inch Concrete Sidewalk.

END OF SECTION

SECTION 32 17 23
PAVEMENT MARKINGS

PART 1 - GENERAL**1.1 DESCRIPTION:**

- A. This section specifies general requirements for furnishing, installing and/or removal of pavement markings to provide positive guidance along and within MTA facilities. Removal and existing pavement marking, any width.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.
- B. Reference Standards:
1. Maryland Department of Transportation, Maryland State Highway Administration's (MDOT-SHA) latest Standard Specifications For Construction and Materials
 2. Maryland Manual of Uniform Traffic Control Devices (MdMUTCD) 2011 Edition and Subsequent revisions.
 3. MDOT-SHA's Pavement Marking Material Section Guidelines, August 1, 2017 and Subsequent revisions.

1.3 ACTION/INFORMATIONAL SUBMITTALS

- A. In accordance with Section 01 33 00, submit the following:
1. Product Data:
 - a. Submit the product data for approval, for all materials listed in Part 2.
 2. Source Quality Control Submittals:
 - a. Submit the material source of supply for approval, for all materials listed in Part 2.

PART 2 - PRODUCTS

- A. Pavement Marking Paint shall conform to the MDOT-SHA Standard Specification Section 951.01, unless noted otherwise.
- B. Thermoplastic Pavement Markings shall conform to the MDOT-SHA Standard Specification Section 951.04, unless noted otherwise. Select thermoplastic pavement markings from the MDOT-SHA Qualified Products List (QPL).

-
- C. Preformed Thermoplastic is a durable pavement marking material. Select preformed Thermoplastic Pavement Marking material from the MDOT-SHA Qualified Products List (QPL).
 - D. Preformed Thermoplastic Pavement Marking Material shall conform to the MDOT-SHA Standard Specification Section 951.06, unless noted otherwise. Select preformed Thermoplastic Pavement Marking material from the MDOT-SHA Qualified Products List (QPL).

PART 3 - EXECUTION

- A. Pavement Marking material installation, removal and quality control shall conform to the MDOT-SHA Standard Specification Section 549.03, 550.03, 554.03 and 556.03, unless noted otherwise.

PART 4 - MEASUREMENT AND PAYMENT

4.1 5 INCH SOLID WHITE PAVEMENT MARKING PAINT LINES:

- A. 5 Inch Solid White Pavement Marking Line (Paint) will be measured for at the contract unit price bid per linear foot.
- B. 5 Inch Solid White Pavement Marking Line (Paint) will be paid per linear foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

4.2 12 INCH SOLID WHITE PAVEMENT MARKING PAINT LINES:

- A. 12 Inch Solid White Pavement Marking Line (Paint) will be measured for at the contract unit price bid per linear foot.
- B. 12 Inch Solid White Pavement Marking Line (Paint) will be paid per linear foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

4.3 24 INCH SOLID WHITE PAVEMENT MARKING PAINT LINES:

- A. 24 Inch Solid White Pavement Marking Line (Paint) will be measured for at the contract unit price bid per linear foot.
- B. 24 Inch Solid White Pavement Marking Line (Paint) will be paid per linear foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

4.4 5 INCH SOLID YELLOW PAVEMENT MARKING PAINT LINES:

- A. 5 Inch Solid Yellow Pavement Marking Line (Paint) will be measured for at the contract unit price bid per linear foot.
- B. 5 Inch Solid Yellow Pavement Marking Line (Paint) will be paid per linear foot, complete in place, accepted, which price will be full compensation for all

material, equipment, tools, labor and all work incidental to complete the item as specified.

4.5 REMOVAL OF EXISTING PAVEMENT MARKINGS – ANY WIDTH:

- A. Removal of Existing Pavement Markings – Any Width will be measured for at the contract unit price bid per linear foot.
- B. Removal of Existing Pavement Markings – Any Width will be paid per linear foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

END OF SECTION

SECTION 32 17 26
TACTILE WARNING SURFACE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This work shall consist of placing Tactile Warning Surface as shown in the Plans and as directed by the Engineer. The Tactile Warning Surface shall conform to the most recent accessibility guidelines of the Americans with Disabilities Act (ADA).

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Definitions:
 - 1. Tactile Warning Surface is synonymous with Detectable Warning Surface
- C. Reference Standards:
 - 1. Section 32 16 23: Sidewalks

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Product Data:
 - 1. Manufacturer's data sheets including preparation instructions and recommendations, finishes, installation procedures, recommended environmental conditions.
- B. Certificates:
 - 1. Product Certificates
 - a. Signed by manufacturers certifying that products furnished comply with requirements and are recommended by manufacturer for uses indicated.

1.5 QUALITY ASSURANCE

- A. Certifications:
 - 1. Tactile Warning Surface materials shall conform to certification requirements prior to use. The Contractor shall submit the proposed

source of supply and product information to the Engineer for approval.

2. The type of product and methods to be used for placing shall be in accordance with the manufacturer's specifications and as approved by the Engineer.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer written instructions for safety and temperature requirement, and other condition for storage.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with the requirements of local authorities having jurisdiction.

1.7 WARRANTY

- A. Performance Warranty
 1. Provide 5 year, manufacturer's written warranty covering detectable warning surface work. Warranty shall cover defective materials, workmanship and performance. Warranty shall be limited to repair or replacement of work described in this section and shall not provide for repair or replacement of work by others

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The following materials shall conform to the MDOT-SHA Specification Section 611, and approved Qualified Product List (QPL):
 1. Tactile Warning Surfaces
- B. Tactile Warning Surface Shall be:
 1. Type I Cast in Place
- C. Tactile Warning Surface Color shall be: Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the tile.

PART 3 - EXECUTION

3.1 ERECTION/INSTALLATION/APPLICATION

- A. Installation shall conform to the MDOT-SHA Standard Specification Section 611.03, except as noted otherwise.

PART 4 - MEASUREMENT AND PAYMENT

4.1 TACTILE WARNING SURFACE:

- A. Tactile Warning Surface will be measured per square foot.

- B. Tactile Warning Surface will be paid for at the contract unit price bid per square foot, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

END OF SECTION

SECTION 32 93 00
PLANTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. This Section includes specifications for furnishing and planting of trees, shrubs, ground cover, ornamental grasses, perennials and vines, as indicated; furnishing and installation of all planting accessories; care and replacement during construction; and a one year care and replacement period.

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
 - 1. MDOT-SHA: Maryland Department of Transportation – State Highway Administration

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Source Quality Control Submittals:
 - 1. Within ten days of the Notice-to-Proceed, the Contractor shall submit in writing an itemized list of sources of all plants and materials and shall give all necessary assistance when inspections are made by the Engineer. The Contractor shall keep his list of plant sources to a minimum; the cost of plant inspection and tagging trips in excess of the Contractor's initial source list shall be deducted from his invoices. Representative samples of every shipment of plant materials shall be labeled as to genus, species, and specified size. No substitutions shall be made without the permission of the Engineer.
 - 2. In cases where plant materials are not available at the time of planting, the Contractor shall submit, in writing, evidence that the plants are unavailable and a list of suggested plant substitutions and evidence of their availability. If, in the opinion of the Engineer, there are acceptable substitutions for the existing plant items in the Contract included on the provided list of suggested plant

substitutions which are similar in size, type, and will perform the function intended, they shall be used as a substitution at no additional cost to the Administration. If existing plant items are not similar and if the Engineer and Contractor can mutually agree on a suitable substitution at the same bid price, the Engineer will allow the Contractor to make this substitution.

3. Provide samples of all products listed in Part 2 of this Specification Section for testing and visual inspection. All mulch, soils, and soil amendment samples must be in 1 to 3 lb. bags.

1.5 DELIVERY, STORAGE AND HANDLING

- A. All plants which are required to be balled and burlapped prior to shipment are designated B&B in the itemized list of plant materials. Balled and burlapped plants shall be lifted and handled in ways so as to retain as many fibrous roots as possible. The burlap shall be firmly held in place by wrapping of cord or wire. No imitation or artificial burlap materials shall be used on any plant.
- B. All B&B plant materials shall be dug immediately prior to shipment. Special precautions shall be taken to avoid any unnecessary injury to, or removal of, fibrous roots. Each species or variety shall be handled and packed in the approved manner for that plant, according to ANSI Z 60.1, "American Standard for Nursery Stock," having regard to the soil and climatic conditions and the time that will be consumed in transit or delivery. All precautions that are customary in good trade practice shall be taken to insure the arrival of the plants at the destination in a good condition for successful growth.
- C. Ball diameters and depths shall be in conformance with ANSI Z 60.1 and the dimensions given therein are the minimum which will be accepted. Oversized and exceptionally heavy plants are acceptable at no increase in cost to the Administration.
- D. The Contractor shall notify the Engineer upon delivery of the plant materials at the site. All plant shipments shall be accompanied by an invoice, furnished to the Engineer, giving detailed description of the plant materials and the date of shipment.
- E. Immediately following the delivery and inspection at the site, all plants not immediately planted and with exposed roots, including B&B, shall be heeled-in and in a manner satisfactory to the Engineer. All plants heeled-in shall be properly maintained by the Contractor until planted. Water as often as necessary to maintain root systems in a moist condition.
- F. The Contractor shall immediately remove from the site all rejected plant materials that are identified by the Engineer.
- G. The balls of B&B plants shall, if not immediately planted after delivery and inspection, be adequately protected from heat, cold, and wind by

covering until removed for planting, in a manner appropriate to the conditions and satisfactory to the Engineer. The Contractor shall, in loading, unloading, or handling of plants, exercise utmost care to prevent injuries to the branches and roots of the plants. The solidity of the balls of B&B plants shall be carefully preserved. Plants with exposed roots which are being transported to and from "heel-in," being distributed in planting beds, or awaiting planting after distribution, shall have their roots protected from drying by means of "puddling," if necessary. The means employed shall be satisfactory to the Engineer, and shall depend on weather condition and the length of time the roots must remain out of ground.

- H. Handle plant materials only by the root ball or container. Exercise care during every handling operation so as to prevent damage to bark, branches, roots and stem, and to preclude cracked root balls. Do not use plants with cracked, broken, or loosely wrapped rootballs. Plants handled by tops will be rejected. Do not stack root balls at any time, whether on site or during shipment.
- I. Do not prune trees and shrubs before delivery, except as approved by Engineer. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during delivery. Do not drop plants during delivery.
- J. Do not remove container grown stock from containers before time of planting.
- K. Maintain plant identification labels until they are removed at final acceptance or when directed otherwise by the Engineer.
- L. Do not expose fertilizer to weather until used. Completely protect fertilizer before use and do not store in direct contact with the ground.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Refer to MDOT-SHA Specification Section 710.02 for the following products, unless noted otherwise:
 - 1. Furnished Subsoil
 - 2. Type B Compost
 - 3. Fertilizer
 - 4. Shredded Hardwood Bark (SHB) Mulch
 - 5. Plant Materials
 - 6. Marking and Staking Materials

-
7. Water
 8. Pesticides
 9. Marking Dye
 10. Spray Adjuvant and Wetting Agent
- B. PLANT MATERIALS:**
1. Plant materials are defined as trees, shrubs, ground cover, ornamental grasses, perennials, vines, and plants of all descriptions, including bulbs, corms, tubers, and rhizomes.
 2. Collected plant material shall mean plants which are not nursery grown. No plant material shall be collected unless specifically indicated. Collected material shall be dug with a ball of earth and burlapped with the minimum diameters and depths for nursery grown stock.
 3. Provide plants meeting the requirements of the Plant Schedule as shown on the Drawings and in these Specifications, identified by botanical and common names and in accordance with applicable standards of quality, size, condition, and type listed.
 4. If formal arrangements or consecutive order of trees or shrubs is shown on the Drawings, select stock for uniform height and spread, and number label to assume symmetry in planting.

2.2 ACCESSORIES

- A. PLANTING ACCESSORIES:**
1. Vertical Stakes: Vertical stakes shall be rough sawn 2" x 2" straight grain oak of length indicated in 3.03.E, reasonably free from knot holes, bark, wane, warp, and splits.
 2. Staking Wire: Staking wire shall be either number 12 or 14 gauge, new annealed galvanized wire.
 3. Wrapping Material: Wrapping material for trees shall be a waterproof duplex kraft paper crinkled to 33 1/3% stretch, in strips 4 inches to 6 inches wide.
 4. Twine: The tying material to be used in wrapping trees shall be jute twine, not less than two ply.
 5. Rubber Hose: Rubber hose for all trees shall be 5/8" or 3/4" black corded hose or approved equal.
 6. Water: All water for plants shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. No water which is brackish will be permitted at any time. The Contractor shall identify to the Engineer

all sources of water prior to use. The Contractor shall not use any water from any source which is disapproved by the Engineer.

7. Insecticide: An Engineer approved chemical which will provide protection against pests.
8. Tree Irrigation Bags and Shrub Irrigation Bags shall be constructed from 100% reinforced UV stable polyethylene, a minimum of 10 mils thick, with a polyester scrim lining, and:
 - a. Tree Irrigation Bags shall have a minimum capacity of 20 gallons.
 - b. Shrub Irrigation Bags shall have a minimum capacity of 14 gallons.

PART 3 - EXECUTION

3.1 GENERAL

- A. No shipment of plant material shall be planted by the Contractor until such material has been inspected and accepted by the Engineer.
- B. Planting Seasons:
 1. Planting Seasons shall conform to the MDOT-SHA Standard Specification Section 710.03.01, unless otherwise noted.
 2. The periods above may be extended or reduced according to weather and soil conditions at the time and only at the discretion of the Engineer. The Contractor shall use his best judgment and shall submit a planting schedule to the Engineer for approval before planting when scheduling the planting of deciduous and evergreen plant material, either B&B or container grown. Preparations for planting may begin earlier than the specified seasons, provided the staking of plant locations has been approved.
- C. Subsurface Conditions:
 1. When utility lines are encountered or other subsurface conditions in plant pits are otherwise unsuitable for the particular varieties of plants to be planted, as determined by the Engineer, he will direct that the plants be relocated in satisfactory locations.
 2. Contractor to locate and mark location of each underground utility within or in close proximity to planting areas.
 3. Contractor shall be responsible for notifying all relevant and appropriate utility companies, utility contractors, and 'Miss Utility' a minimum of 48 hours prior to the beginning of any work. Contractor may make minor adjustments in spacing and location of plant material to avoid conflicts with utilities. Major changes will require the approval of the Engineer.

-
4. Test Pits: Test Pits shall be excavated, when directed by the Engineer, and shall be a size necessary to locate and identify existing utility facilities or other obstructions.
 5. Contractor to probe existing soils in planting bed areas to determine presence of hardpans or fragipans to a depth of 2 feet. Contractor to report presence of any hardpan or fragipan and depth. Contractor to rototill or disc till soil to destroy any found hardpan or fragipan 2 feet or closer to final grade surface.
- D. Backfilling and Seeding Abandoned Planting Pits shall conform to the MDOT-SHA Standard Specification Section 710.03.17, unless otherwise noted.

3.2 PREPARATION

- A. Laying Out and Starting Work:
1. Preparation shall conform to the MDOT-SHA Standard Specification Section 710.03, unless otherwise noted.
 2. The Contractor shall provide the stakes or flags and stake out the locations of all plant pits and the outlines of all planting areas and beds as shown and detailed on the plans. No excavation or cultivation shall be started until the locations and outlines have been approved by the Engineer.
- B. Amended Soil:
1. Preparation shall conform to the MDOT-SHA Standard Specification Section 710.03, unless otherwise noted.
- C. Excavation for Planting:
1. Excavation shall conform to the MDOT-SHA Standard Specification Section 710.03, unless otherwise noted.

3.3 PLANTING:

- A. General:
1. Planting shall conform to the MDOT-SHA Standard Specification Section 710.03, unless otherwise noted.
 2. No plants shall be planted until they have been inspected as specified under Article 1.04. All seals and tags shall remain intact unless otherwise directed by the Engineer.
- B. Supplemental Fertilizer:
1. Any supplemental fertilizer shall be used only at the discretion of the Engineer. Contractor shall recommend supplemental fertilizer if appropriate. Contractor will recommend fertilizer protocol per soils analyses & proper plant care procedures.

-
2. Fertilizer packets, if approved by the Engineer, shall be placed in the plant pits around the root balls following the manufacturer's written instructions.
 3. If and when it becomes necessary to remove and replace dead or unhealthy plants as specified under Article 3.05, Care and Replacement During Construction, or Article 3.07 One Year Care and Replacement Period, care shall be exercised so as not to damage the packet when removing the dead tree or planting the replacement. Any packet which may become damaged shall be promptly removed, along with any loose fertilizer in the plant pit, and shall be replaced with a new packet.
- C. Staking:
1. Staking and guying shall conform to the MDOT-SHA Standard Specification Section 710.03.12, unless otherwise noted.
- D. Mulching:
1. Mulching shall conform to the MDOT-SHA Standard Specification Section 710.03.13, unless otherwise noted.
- E. Watering:
1. Watering after installation shall conform to the MDOT-SHA Standard Specification Section 710.03.14, unless otherwise noted.
- F. Pruning:
1. Trees and shrubs shall be pruned after inspection on the site and as directed by the Engineer with care being taken to preserve the natural appearance of the shrub or tree. Deciduous trees shall be pruned after inspection on the site and before planting. Broken or badly bruised branches shall be removed with a clean cut. The pruning shall be done by skilled personnel in accordance with best horticultural practice and these specifications, appropriate to the type of shrub or tree and to the special requirements of the individual shrub or tree.
- G. Wrapping:
1. Wrapping shall be performed at the discretion of the Contractor. Any consequences due to the elimination of the wrapping will be the sole responsibility of the Contractor.
 2. Immediately before wrapping is installed, the trunks shall be thoroughly wetted with an approved insecticide for borer control applied with a brush and daubed into all cracks and crevices in the bark.
 3. The wrapping shall be tied at places including the bottom, middle, and top with not more than two feet intervals between ties. The

wrapping shall be done before staking, but not before the condition of the tree trunks have been inspected and approved by the Engineer. Wrapping material shall be maintained in place until final acceptance of the Contract.

3.4 CLEANING

- A. During the course of planting, excess and waste material shall be continuously and promptly removed, the turf areas kept clear, and all reasonable precautions taken to avoid damage to existing structures, plants, and grass. When planting in an area has been completed, the area shall be thoroughly cleaned. All debris, rubbish, subsoil, and waste materials shall be cleaned up and removed from the property. Existing turf areas which have been injured by the work shall be regraded and seeded or sodded, and the entire area, when completed, shall be neat and clean to the satisfaction of the Engineer.

3.5 MAINTENANCE

- A. The care and replacement of planting shall begin immediately after each plant item is satisfactorily completed as specified under Article 3.3, Planting, and shall continue during the entire life of the Contract. During such time, the Contractor shall do work which is necessary to establish and keep the plants in a healthy, thriving condition.
- B. The Contractor shall water all plant pits and beds during the life of the Contract. The Contractor shall manually apply water to all plant material; minimum quantities of water for each manual watering are as follows:
- | | |
|-----------------------|--------------------------------|
| 1. Deciduous trees | 20 gallons per pit |
| 2. Evergreen trees | 15 gallons per pit |
| 3. Shrubs | 2.5 gallons per pit |
| 4. Ground cover | 50 gallons per 100 square feet |
| 5. Perennials | 50 gallons per 100 square feet |
| 6. Ornamental Grasses | 1 gallon per pit |
| 7. Vines | 1 gallon per pit |
- C. Tree Irrigation Bags and Shrub Irrigation Bags may be used in lieu of the manual watering described in 3.05 B. The irrigation bags shall be placed to provide a drip time of 6 to 10 hours. The irrigation bags shall be replaced if damaged or stolen at no additional cost to the Administration. The irrigation bags shall be removed in the winter and replaced in the spring. The irrigation bags shall be removed by the Contractor prior to Final Acceptance.
- D. The Contractor shall monitor the water needs of all plants throughout the life of the Contract, providing a minimum of a one inch rainfall equivalent

per week during the growing season. When the Contractor feels watering is necessary, the Engineer shall be notified for his concurrence and approval. All watering shall be accomplished using an open end hose or irrigation bags. Water shall be applied at a low water pressure directly to each plant pit, allowing water to be absorbed into the plant pit soil until saturated, but without runoff.

- E. All plant pit saucers, and all planting beds, including those on steep slopes, shall be weeded of all weeds, vines, and grasses, at three to four week intervals during the growing seasons throughout the life of the Contract, or as otherwise directed by the Engineer. Each weeding shall be completed within five working days of the day on which weeding was designated to begin. The Contractor may request in writing the use of herbicides, approved by the Engineer, for the control of weeds and grasses. The Contractor shall prune and spray plants, and repair washouts when and as directed by the Engineer.
- F. Cut the Switchgrass to a height of 4 to 6 inches above grade in late winter or early spring. Remove all Switchgrass cuttings from the site and dispose of the cuttings properly.
- G. All dead or unhealthy plants shall be promptly removed from the project; if this occurs during the planting season, these plants shall be replaced at once; if between planting seasons, they shall be replaced within thirty days of the start of the next proper planting season. Plants that have sizable die-back beyond the normal pruning limit, as determined by the Engineer, shall also be replaced. If and when plant replacements are made, mulching material shall be replaced to its original specified depth and amended soil per the original planting shall be used at no additional cost to the Administration.

3.6 PARTIAL ACCEPTANCE:

- A. To be partially acceptable, each new planting shall be true to name and size, and in a healthy, thriving condition. Each plant pit or bed shall be properly filled and mulched, pruned, staked, and wrapped.

3.7 ONE YEAR CARE AND REPLACEMENT PERIOD:

- A. A one year care and replacement period shall commence after all plant material has been installed and has received partial acceptance as specified in Article 3.6.
- B. The one year care and replacement period will require the Contractor to properly and adequately care for all plant material from partial acceptance through final acceptance as specified in Article 3.08. This work will include watering as specified in Paragraphs 3.5B, 3.5C, and 3.5D, and weeding as specified in Paragraph 3.5E.
- C. At the end of the one year care and replacement period all new plants, including replacement plants, shall be true to name and color and shall be

in a healthy, thriving condition, with foliage of normal density, size, and color. Any plants which fail to meet these requirements shall be removed and replaced without additional payment. All replacements for the new plants shall be of the size, kind, and quality as specified for the original plants and shall require a one year care and replacement period, effective the date the replacement planting is made.

- D. Time is an essential element in the establishment of plant materials, and it is important that care and replacement operations be vigorously prosecuted until completion, as the failure to complete this work within the designated time limits can result in unsatisfactory plant establishment and Unsatisfactory future performance of the plants.
- E. Thirty days prior to the end of the one year care and replacement period, the Contractor shall notify the Engineer in writing when, in the Contractor's opinion, all work has been satisfactorily completed and the final cleaning-up performed.
- F. The Contractor shall remove all stakes, wires, hose, wrapping material, twine, and plastic seals from all plant material which have been in place one full year or more. The irrigation bags shall be removed prior to Final Acceptance. All these planting accessories shall be disposed off site to the satisfaction of the Engineer.

3.8 FINAL ACCEPTANCE:

- A. Final acceptance by the Engineer will be contingent on compliance with the requirements of Articles 3.5, 3.6, and 3.7. If the landscape work is not acceptable to the Engineer, the Contractor shall replace the rejected work and continue specified maintenance until reinspected by the Engineer and found to be acceptable.

PART 4 - MEASUREMENT AND PAYMENT

4.1 PLANT MATERIALS:

- A. Plant materials will be measured per each plant material item in the Bid Form actually furnished and planted in accordance with the plans, or as directed by the Engineer.
- B. Plant materials will be paid at the Contract unit price for each plant material item. The price shall include the cost of furnishing the plant material and protection thereof before planting; excavating, planting, backfilling with amended soil; abandoned plant pits and test pits; supplemental fertilizer; mychorrizal fungi and water management gel; pruning; wrapping, supporting trees; mulching trees and individual shrubs not in shrub beds; watering immediately after planting, repairing, and reseeding or sodding ground surfaces, disposal of excess excavated and waste materials; weeding and spraying; care and replacement of planting

until final acceptance; cutting of Switchgrass and disposal of cuttings; and furnishing and installing all replacement plants

1. Seventy (70) percent of the Contract unit price for each plant material item will be paid upon the successful completion of the Partial Acceptance inspection. The remaining thirty (30) percent of the Contract unit price for each plant material item, to be known as an Escrow Payment, will be paid in six equal increments during the One Year Care and Replacement Period. If, at any time during the One Year Care and Replacement Period, the Contractor fails to perform the required plant material maintenance or replacement work as required under Articles 3.5, 3.6, or 3.7, the Administration will employ another Contractor to perform the required work. Costs to perform the work will be deducted from the Escrow Payment and such funds paid will not be available to the initial Contractor.
2. Costs of Soil Amendments, including, fertilizers, sand, silt, clay, organic compost, inorganic soil amendments, mycorrhizal fungi, and planting accessories (except water) shall be incidental to the cost of plants.
3. If at any time after planting, and until Final Acceptance, live plant material is destroyed because of the action of either pedestrian or vehicular traffic, replacements will be paid for at one half the Contract unit price for the item.
4. The Contractor shall be responsible for replacing any plant material stolen or vandalized before the Partial Acceptance inspection is held with no cost to the Administration. Any live plant material stolen or vandalized after the Partial Acceptance inspection shall be replaced by the Contractor and paid for at one half the Contract unit price for the item.

4.2 MULCHING:

- A. Mulching will not be measured separately.
- B. Mulching will be considered incidental to the appropriate plant item.

4.3 WATERING:

- A. Watering during construction and through the One Year Care and Replacement Period will not be measured separately.
- B. Watering during construction and through the One Year Care and Replacement Period will be considered incidental to the appropriate plant item.

END OF SECTION

SECTION 33 40 00
STORM DRAIN UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts and Supplementary General Provisions for Construction Contracts and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Furnishing materials for and constructing storm drain systems for surface runoff consisting of inlets, manholes, pipe, roof drains, cleanouts, end sections, headwalls, and replacement and/or modifications to existing storm drainage systems and structures.
- B. Related Requirements:
1. Section 03 40 00: Precast Concrete
 2. Section 03 05 00: Common Work Results for Concrete

1.3 REFERENCES

- A. For additional references, refer to the General Provisions and Supplementary Provisions.
- B. Abbreviations and Acronyms:
1. AASHTO: American Association of State Highway Transportation Officials
 2. MDOT-SHA: Maryland Department of Transportation – State Highway Administration
- C. Definitions:
1. Drainage structures include inlets, manholes, cleanouts, endwalls, end sections, headwalls, riser structures, pond outlet structures, and embankment structures.
- D. Reference Standards:
1. MDOT-SHA Standard Specifications for Construction and Materials
 - a. Section 303 Pipe Culverts
 - b. Section 305 Miscellaneous Structures
 - c. Section 314 Flowable Backfill
 - d. Section 902 Portland Cement Concrete and Related Products
 - e. Section 903 Masonry Products

- f. Section 905 Pipe
- g. Section 909 Metals

1.4 ACTION/INFORMATIONAL SUBMITTALS

- A. Submit the following Product data for approval:
 - 1. Concrete mixes
 - 2. Grout
 - 3. Frames and covers
 - 4. Gratings
 - 5. Ladder rungs.
 - 6. Precast concrete endwalls and outlet structures
 - 7. Bricks
 - 8. Mortar mix
 - 9. Polymer-Concrete, Channel Drainage Systems
 - 10. Polyvinyl Chloride (PVC) Pipes
- B. Source Quality Control Submittals:
 - 1. Submit Production Plant Certification, including location of plants for approval.
 - 2. Submit the material source of supply for approval, for all materials listed in Part 2.
- C. Submit the following Shop Drawings for approval:
 - 1. Precast concrete drainage structures
 - 2. Cast in place drainage structures

1.5 QUALITY ASSURANCE

- A. Certifications:
 - 1. Submit Certificates of Compliance:
 - a. Concrete Pipe Plant certifications in accordance with MDOT-SHA Standard Specification Section 905.02.
 - b. Pressure Rated Reinforced Concrete Pipe and Fittings certification in accordance with SHA Section 905.02
 - c. Precast structure certifications in accordance with MDOT-SHA Standard Specification Section 305.03.06

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Pipe Culverts shall comply with MDOT-SHA Standard Specification Section 303, unless otherwise noted.
- B. Miscellaneous Structures shall comply with MDOT-SHA Standard Specification Section 305, unless otherwise noted.
- C. Flowable Backfill shall comply with MDOT-SHA Standard Specification Section 314, unless otherwise noted.
- D. Portland Cement Concrete and Related Products shall comply with Section 03 05 00 COMMON WORK RESULTS FOR CONCRETE, and MDOT-SHA Standard Specification Section 902, unless otherwise noted.
- E. Masonry Products shall comply with MDOT-SHA Standard Specification Section 903, unless otherwise noted.
- F. Pipe shall comply with MDOT-SHA Standard Specification Section 905, unless otherwise noted.
- G. Metals shall comply with MDOT-SHA Standard Specification Section 909, unless otherwise noted.
- H. Concrete for cast-in-place structures shall be in accordance with Section 030500 and the Contract Drawings.
- I. Precast Concrete Endwalls, Inlets, and Manholes shall meet the requirements of MDOT-SHA Section 305.02 and Section 03 40 00 PRECAST CONCRETE.

2.2 MIXES

- A. Concrete shall meet the requirements of MDOT-SHA Section 902.10.03, Mix No. 2 or 6 as indicated on the Contract Drawings.

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. Drainage Pipes
 - 1. Pipe installation shall comply with MDOT-SHA Standard Specification Section 303.03, unless noted otherwise.
 - 2. Construction Sequence:
 - a. Pipe lengths and gradients shall be verified by the Contractor and shall be acceptable to the Engineer prior to installation.
 - b. When a pipe is laid on existing ground, on fill, or under fill, the embankment shall be constructed to a height of at least 9 in., but not more than 3 ft. above the top of the proposed pipe and then a trench shall be excavated to receive the pipe.

- c. Underground drainage structures and pipe relocations shall be fully completed and made operational prior to excavations for pier construction.
 - d. Underground drainage structures shall be completed before paving surface is placed. Manholes and inlets shall not be completed to final grade until the grading has been finished and all necessary arrangements have been made to insure suitable connections and tie-ins at proper grade and alignment with pavements, curbs, and gutters.
- B. Drainage Structures
1. Miscellaneous Drainage Structures Installation shall comply with MDOT-SHA Specification Section 305.03, unless noted otherwise.
 2. Castings shall comply with MDOT-SHA Standard Specification Section 305.03.02, unless noted otherwise.
 3. Pipe Connections shall comply with MDOT-SHA Standard Specification Section 305.03.03, unless noted otherwise.
 4. Inverts shall comply with MDOT-SHA Standard Specification Section 305.03.04, unless noted otherwise.
 5. Drainage Structures shall comply with MDOT-SHA Standard Specification Section 305.03.05, unless noted otherwise.
 6. Precast Drainage Structures shall comply with MDOT-SHA Standard Specification Section 305.03.06, unless noted otherwise.

PART 4 - MEASUREMENT AND PAYMENT

4.01 EXCAVATION AND INCIDENTALS

- A. Excavation and Incidentals such as sheeting, shoring, dewatering, hauling, invert paving, storing, rehandling of material, removal and disposal of existing drainage structures, removal and disposal of excess and unsuitable material, tamped fill, forming bed or foundation, bedding, backfill, compaction, inspection, joints, castings, sawcut, restoration, and pipe connections will not be measured separately.
- B. Excavation and Incidentals such as sheeting, shoring, dewatering, hauling, invert paving, storing, rehandling of material, removal and disposal of existing drainage structures, removal and disposal of excess and unsuitable material, tamped fill, forming bed or foundation, bedding, backfill, compaction, inspection, joints, castings, sawcut, restoration, and pipe connections will be considered incidental to the appropriate work item.

4.02 RESET INLET TOP:

- A. Reset Inlet Top will be measured and paid for at the Contract unit price per each, regardless of type, size, or depth of the inlet.

- B. Reset Inlet Top payment will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item

END OF SECTION

APPENDIX A

LIST OF CONTRACT DRAWINGS

Owings Mills Park and Ride Rehabilitation

<u>Sheet</u> <u>No.</u>	<u>Drawing</u> <u>No.</u>	
<u>GENERAL</u>		
1	TI01	TITLE SHEET
2	GI01	INDEX OF DRAWINGS
3	CS01	CIVIL ABBREVIATIONS AND SYMBOLS
4	GN01	GENERAL NOTES
5	GA01	ADA GENERAL NOTES
<u>CIVIL</u>		
6	CV01	CIVIL PLAN
7	CV02	CIVIL DETAILS
8	CV03	CIVIL DETAILS
9	CV04	CIVIL DETAILS
10	CV05	CIVIL DETAILS
<u>SIGNING AND PAVEMENT MARKING</u>		
11	TD01	SIGNING AND PAVEMENT MARKING PLAN LOT 1
12	TD02	SIGNING AND PAVEMENT MARKING PLAN LOT 2
<u>MAINTENANCE OF TRAFFIC</u>		
13	MT01	MAINTENANCE OF TRAFFIC PLAN

APPENDIX B
SPECIAL DETAILS

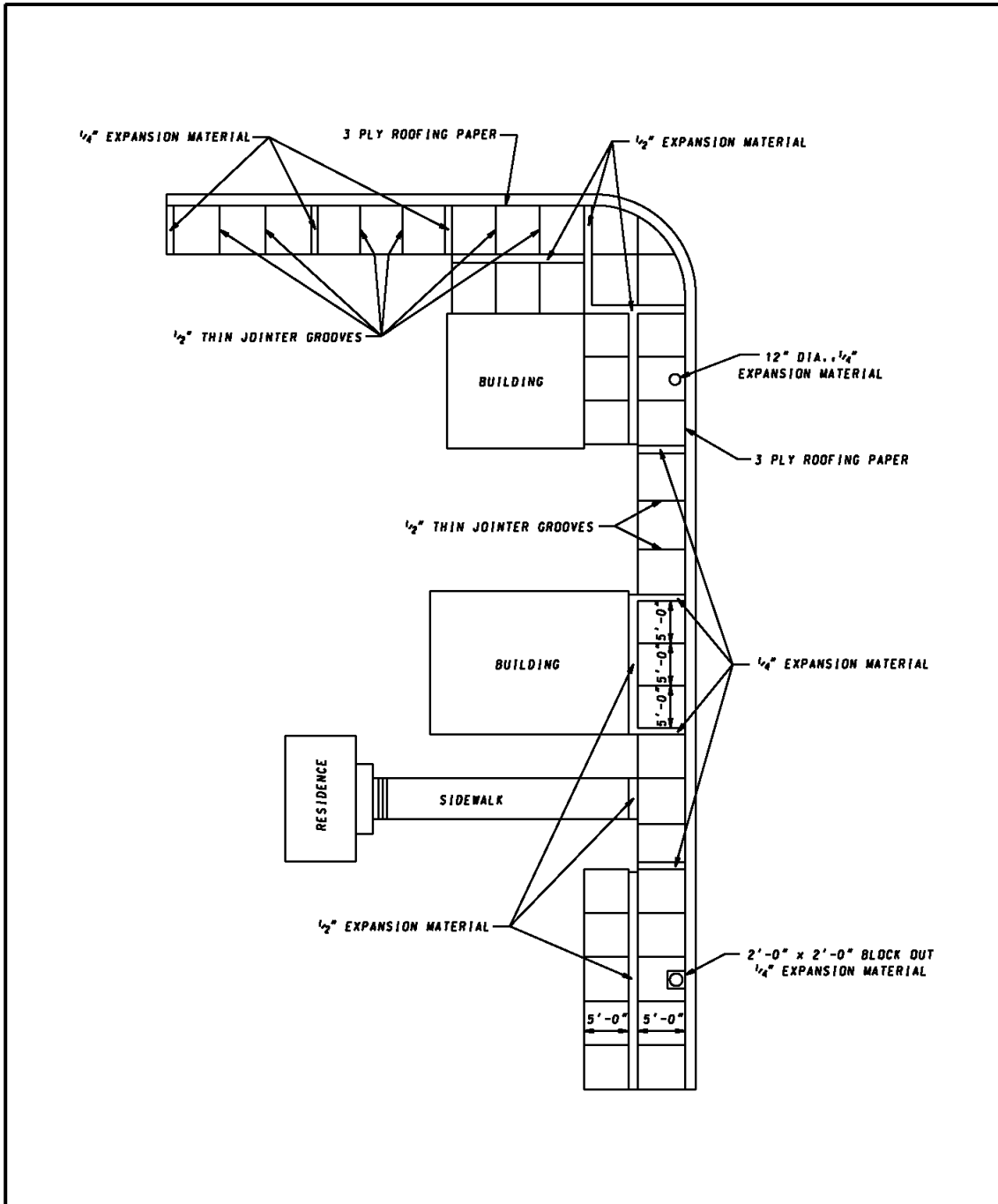
Owings Mills Park & Ride Rehabilitation

<u>TITLE</u>	<u>PAGE</u>
<u>MARYLAND STATE HIGHWAY ADMINISTRATION</u>	
MD-655.01 Sidewalk Expansion Joints	B – 2
MD-802.04 Breakaway Tubular Steel Sign Supports	B – 3

APPENDIX B Cont'd

T-1994-0250

SPECIAL DETAILS

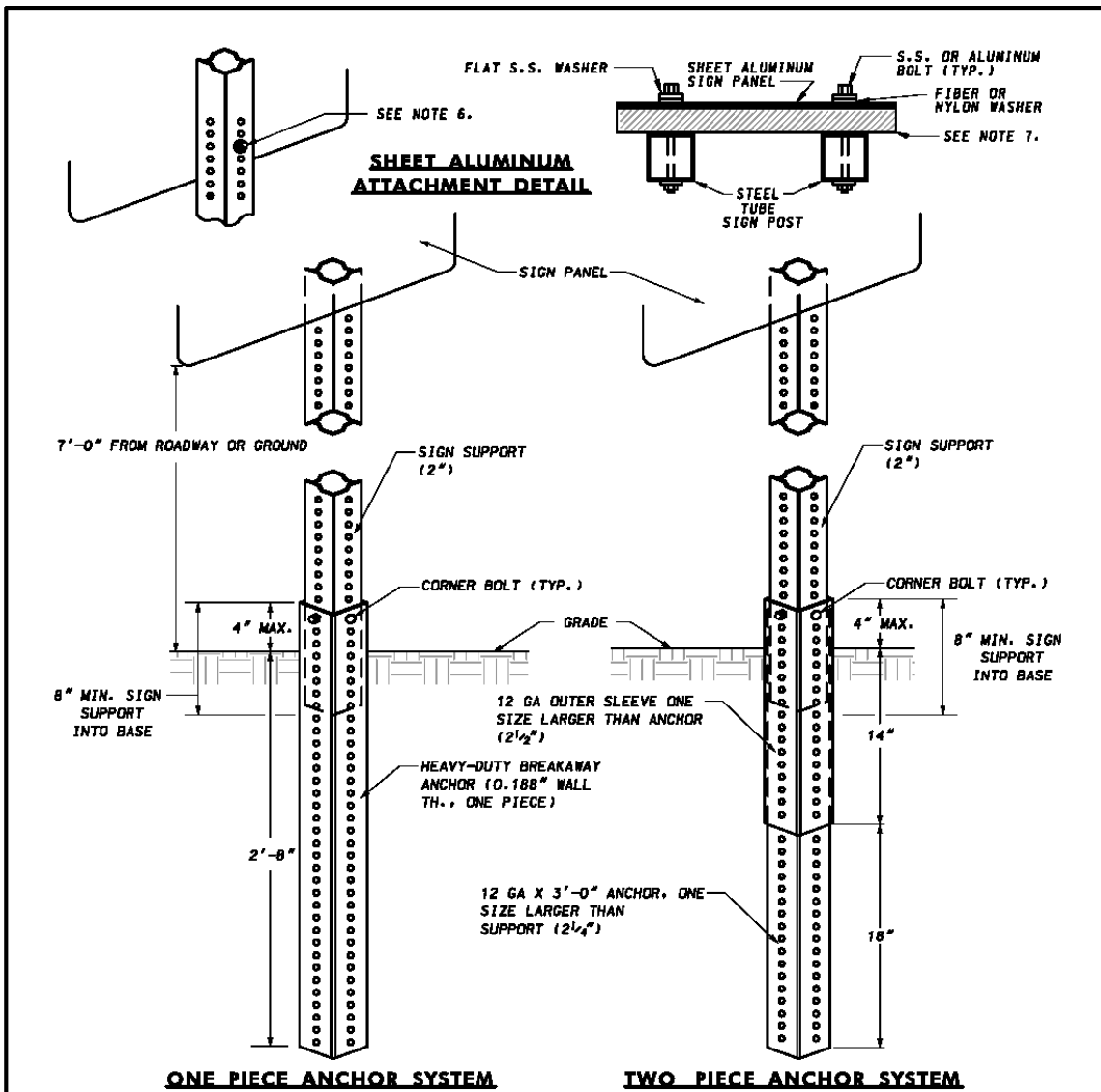


SPECIFICATION	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
APPROVED	DIRECTOR - OFFICE OF HIGHWAY DEVELOPMENT <i>K. G. McCall</i>	
	APPROVAL * SHA REVISIONS	APPROVAL * FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 3-11-64	APPROVAL 6-9-64
	REVISED 10-1-01	REVISED
	REVISED	REVISED
	REVISED	REVISED
STANDARD NO. MD 655.01		

APPENDIX B Cont'd

T-1994-0250

SPECIAL DETAILS



NOTES:

1. INSTALLATION SHALL BE PERFORMED PER MANUFACTURER'S RECOMMENDATIONS.
2. CORNER BOLTS AND HARDWARE SHALL BE AS APPROVED BY AASHTO AND PER MANUFACTURER'S RECOMMENDATIONS.
3. THE INSTALLATION SHALL MEET THE LATEST AASHTO BREAKAWAY REQUIREMENTS.
4. SPLICES SHALL NOT BE USED TO EXTEND THE HEIGHT OF A SIGN POST.
5. ONLY 2" SIGN SUPPORTS SHALL BE USED. SIGN POSTS GREATER THAN OR LESS THAN 2" ARE NOT PERMITTED.
6. FOR SHEET ALUMINUM ATTACHMENT, ALL BOLTS SHALL BE 3/8" F593 (18-8 TYPE 303-304) STAINLESS STEEL OR ANODIZED ALUMINUM HEX HEAD BOLT WITH WASHERS AND NUTS SPACED AT 12" MAXIMUM.
7. ALL SHEET ALUMINUM SIGNS 5' WIDE AND LARGER SHALL BE BRACED WITH TWO HORIZONTAL 2"x4" TREATED WOOD OR EQUAL, ATTACHED TO THE SUPPORTS. THE BOLT LENGTHS SHALL BE COORDINATED.

SPECIFICATION 802	CATEGORY CODE ITEMS	<p>Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES</p> <p>BREAKAWAY TUBULAR STEEL SIGN SUPPORTS</p>
APPROVED	 DIRECTOR - OFFICE OF TRAFFIC AND SAFETY	
 State Highway Administration	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 8-17-07	APPROVAL 8-2-07
	REVISED	REVISED
	REVISED	REVISED
STANDARD NO.		MD 802.04

APPENDIX E**PERMITS AND WAIVERS****Owings Mills Park & Ride Rehabilitation**

Contractor may be required to obtain permits and waivers for all applicable Federal, State and Local agencies including but not limited to:

- Demolition
- New construction
- Erosion and sediment control
- Road closure (partial and/or total)
- All other permits needed to accomplish the task

Regulations and Codes are subject to change by the applicable Agency; therefore, the contractor should contact such Agency for current permit requirements and details.

Appendix C
Prevailing Wage Rates

STATE OF MARYLAND
DEPARTMENT OF LABOR
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

11/15/2023

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Christie Williams - Procurement Officer
Maryland Transit Administration
6 St. Paul Street, Rm. 700
Baltimore, MD, MD 21202

Re: OWINGS MILLS METRO PARK AND RIDE REHABILITATION
Project No: T-1994-0250

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Sincerely,

Enclosures
Wage Determination
Instruction for the Contractor

Prevailing Wage Unit

PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR

The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to <https://www.dllr.state.md.us/prevwage> and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line certified payroll information).

If you have technical questions regarding electronic submittal, contact the Department at dldlprevailingwage-dllr@maryland.gov.

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. Where fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are \$10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person's wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the LABOR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the contractor and a subcontractor to perform construction work in the State of Maryland. These licenses must be retained at the worksite and available for review upon request by the Commissioner of Labor and Industry's designee.

****Each contractor under a public work contract subject to Section 17-219 shall:**

1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
2. Keep the statement posted during the full time that any employee is employed on the public work contract.
3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.

****Penalty - Subject to Section 10-1001 of the State Government Article, the Commissioner may impose on a person that violates this section a civil penalty of up to \$50.00 per violation.**

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic's work, NOR USE TOOLS peculiar to established trades.

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor (LABOR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the Maryland Register.

IMPORTANT: Please note that the obligations under this law will become effective on JULY 1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at dldlprevailingwage-dllr@maryland.gov or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

**For additional information, contact:
Division of Labor and Industry
Maryland Apprenticeship and Training
1100 North Eutaw Street, Room 606
Baltimore, Maryland 21201
(410) 767-2246
E-Mail Address: matp@dllr.state.md.us.**

STATE OF MARYLAND
DEPARTMENT OF LABOR
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342

The wage rates to be paid laborers and mechanics for the locality described below is announced by order of Commissioner of Labor and Industry.

It is mandatory upon the successful bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. Reference: Annotated Code of Maryland State Finance and Procurement, Section 17-201 thru 17-226.

These wage rates were taken from the locality survey of 2022 for Baltimore County, issued pursuant to the Commissioner's authority under State Finance and Procurement Article Section 17-209, Annotated Code of Maryland or subsequent modification.

****Note:** If additional Prevailing Wage Rates are needed for this project beyond those listed below, contact the Prevailing Wage Unit. Phone: (410) 767-2342, email: prevailingwage@dllr.state.md.us.

Name and Title of Requesting Officer: Christie Williams - Procurement Officer
 Department, Agency or Bureau: Maryland Transit Administration
 6 St. Paul Street, Rm. 700 Baltimore, MD, MD 21202

Project Number
T-1994-0250

Determination Number
55670

Location and Description of work:

Baltimore County: This contract is for the pavement and site repairs necessary to allow safe and efficient pedestrian, car and bus service at the Owings Mills Metro Park and Ride facility located on Painters Mill Road east of I-795, in Owings Mills, Baltimore County Maryland.

Date of Issue: Nov 15, 2023

HIGHWAY CONSTRUCTION

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
CARPENTER	AD	\$31.40		\$14.02
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$31.40		\$14.02
CEMENT MASON	AD	\$20.00	025	\$4.53
ELECTRICIAN	AD	\$42.80	510	\$18.18
IRONWORKER - FENCE ERECTOR	AD	\$28.23	025	\$19.64
IRONWORKER - REINFORCING	AD	\$29.67		\$22.74
IRONWORKER - STRUCTURAL	AD	\$34.85	027	\$25.17
MARINE - DIVER	AD	\$41.54		\$16.51
MARINE - DIVER TENDER	AD	\$34.62		\$16.51
MARINE - WELDER	AD	\$27.44	510	\$1.39
MILLWRIGHT	AD	\$34.90		\$17.16

PAINTER - BRIDGE	AD	\$41.68		\$15.08
PILEDRIIVER	AD	\$34.62		\$16.51
POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR	AD	\$30.05	510	\$12.60
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$30.95		\$12.60
POWER EQUIPMENT OPERATOR - BOOM TRUCK	AD	\$30.50	027	\$9.65
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$27.99		\$12.60
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$30.95		\$12.60
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$31.50		\$9.65
POWER EQUIPMENT OPERATOR - CRANE	AD	\$38.70		\$16.40
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$30.95		\$12.60
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$30.95		\$12.60
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$27.99		\$12.60
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$31.95		\$12.60
POWER EQUIPMENT OPERATOR - GRADER	AD	\$31.95		\$12.60
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$24.85	027	\$11.55
POWER EQUIPMENT OPERATOR - LOADER	AD	\$30.95		\$12.60
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$30.95		\$12.60
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$30.95		\$12.60
POWER EQUIPMENT OPERATOR - OILER	AD	\$30.89		\$0.00
POWER EQUIPMENT OPERATOR - PAVER	AD	\$30.05		\$12.60
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$30.05		\$12.60
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$27.99		\$12.60
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$27.99		\$12.60
POWER EQUIPMENT OPERATOR - SKIDDER	AD	\$26.89	025	\$12.10
POWER EQUIPMENT OPERATOR - TRENCHER	AD	\$33.89	025	\$22.91
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$35.00		\$13.35
TRUCK DRIVER - DUMP	AD	\$22.00	003	\$11.21
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$22.00		\$5.10
TRUCK DRIVER - FLATBED	AD	\$22.50	003	\$6.50
TRUCK DRIVER - LOWBOY	AD	\$32.50	027	\$0.00
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$24.94		\$7.58
TRUCK DRIVER - TANDEM	AD	\$30.68	025	\$21.12
TRUCK DRIVER - TRACTOR TRAILER	AD	\$26.95	510	\$11.15
TRUCK DRIVER - WATER	AD	\$24.94		\$9.22
LABORER GROUP II				
LABORER - ASPHALT RAKER	AD	\$23.16		\$6.64
LABORER - COMMON	AD	\$23.16		\$6.64
LABORER - CONCRETE PUDDLER	AD	\$23.16		\$6.64
LABORER - CONCRETE TENDER	AD	\$23.16		\$6.64
LABORER - CONCRETE VIBRATOR	AD	\$23.16		\$6.64
LABORER - DENSITY GAUGE	AD	\$23.16		\$6.64
LABORER - FIREPROOFER - MIXER	AD	\$23.16		\$6.64
LABORER - FLAGGER	AD	\$23.16		\$6.64
LABORER - GRADE CHECKER	AD	\$23.16		\$6.64
LABORER - HAND ROLLER	AD	\$23.16		\$6.64
LABORER - JACKHAMMER	AD	\$23.16		\$6.64

LABORER - LANDSCAPING	AD	\$23.16	\$6.64
LABORER - LAYOUT	AD	\$23.16	\$6.64
LABORER - LUTEMAN	AD	\$23.16	\$6.64
LABORER - MORTAR MIXER	AD	\$23.16	\$6.64
LABORER - PLASTERER - HANDLER	AD	\$23.16	\$6.64
LABORER - TAMPER	AD	\$23.16	\$6.64
LABORERS GROUP I			
LABORER - AIR TOOL OPERATOR	AD	\$23.16	\$6.64
LABORER - ASPHALT PAVER	AD	\$23.16	\$6.64
LABORER - BLASTER - DYNAMITE	AD	\$23.16	\$6.64
LABORER - BURNER	AD	\$23.16	\$6.64
LABORER - CONCRETE SURFACER	AD	\$23.16	\$6.64
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$23.16	\$6.64
LABORER - MASON TENDER	AD	\$23.16	\$6.64
LABORER - PIPELAYER	AD	\$23.16	\$6.64
LABORER - SCAFFOLD BUILDER	AD	\$23.16	\$6.64

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

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

Modification Codes:

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

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

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

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

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

APPENDIX F

Owings Mills Park & Ride Rehabilitation

CONTRACT DATA REQUIREMENT LIST

This CDRL is a summary listing for contractor's information. All submittal requirement provisions of the contract documents supersede this listing, and the contractor shall verify that all items and required submittals have been included in the CDRL before commencing work or procuring items. Any discrepancy or omissions should be brought to the immediate attention of the engineer.

Owings Mills Park & Ride Rehabilitation

CONTRACT NO. T-1994-0250

CONTRACT DATA REQUIREMENT LIST

This CDRL is a summary listing for Contractor's information. All submittal requirement provisions of the Contract Documents supersede this listing, and the Contractor shall verify that all items and required submittals have been included in the CDRL before commencing work or procuring items. Any discrepancy or omissions should be brought to the immediate attention of the Engineer.

ITEM NO.	ITEM DESCRIPTIONS	Specification Paragraph Reference
01 11 00	SUMMARY OF WORK	
011100-01	Contractor Representatives	1.7
011100-02	Commercial General Liability and Umbrella Insurance	1.8
01 15 00	CONSTRUCTION PROCEDURES	
01150-01	Registered Surveyor Name & Registration	1.4
01150-02	Verification of all Utilities in Work Area	1.6
01150-03	Written Permission for Offsite Disposal	1.9
01 18 13	INTERFACE REQUIREMENTS	
011813-01	Baltimore County Interface	1.3.A
01 33 00	SUBMITTALS	
01330-01	Progress Schedule	1.2
01330-02	Contractor's Drawings	1.3
01330-03	Shop and Working Drawings	1.3
01330-04	Product Data	1.4
01330-05	Proposed Products List	1.5
01330-06	Sources of Supplies and Samples	1.6
01330-07	Manufacturer's Instructions	1.7
01330-08	Manufacturer's Certificates	1.8
01330-09	Operations and Maintenance Data	1.9
01330-10	Progress Photographs	1.10
01 43 00	QUALITY ASSURANCE AND QUALITY CONTROL	
01430-01	Contract Quality Control Plan (CQC)	1.02
01430-02	Testing	1.03
01430-03	Certificates of Compliance	1.04
01430-04	Submittals	1.05
01 50 00	TEMPORARY FACILITIES AND CONTROLS	

Owings Mills Park & Ride Rehabilitation

CONTRACT NO. T-1994-0250

CONTRACT DATA REQUIREMENT LIST

This CDRL is a summary listing for Contractor's information. All submittal requirement provisions of the Contract Documents supersede this listing, and the Contractor shall verify that all items and required submittals have been included in the CDRL before commencing work or procuring items. Any discrepancy or omissions should be brought to the immediate attention of the Engineer.

ITEM NO.	ITEM DESCRIPTIONS	Specification Paragraph Reference
01500-01	None	
01 52 13	ENGINEERS OFFICE	
01521-01	None	
01 55 26	MAINTENANCE OF TRAFFIC	
015526-01	Traffic Control Plan	1.4
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	
015713-01	MDE Meeting Minutes	1.4
02 41 13	SELECTIVE SITE DEMOLITION	
024113-01	Sustainable Design Documentation	1.4.A
01 91 00	COMMISSIONING	
01910-01	Contractor's Responsibilities	1.3 B, C, E, J, K and M
01910-01	Commissioning Documentation	1.5
02 24 00	ENVIRONMENTAL ASSESSMENT	
02240-01	Action/Information Submittals	1.4 A and B
03 05 00	COMMON WORK RESULTS FOR CONCRETE	
030500-01	Source Quality Control Submittals	1.4.A.1
030500-02	Hot and Cold Weather Concreting	1.4.A.2
030500-03	Certificates	1.4.A.3
030500-04	Batch Tickets	1.4.A.4
03 20 00	CONCRETE REINFORCING	
032000-01	Source Quality Control Submittals	1.4.A
032000-02	Shop Drawings and Data	1.4.B
032000-03	Certificates	1.4.C
03 30 00	CAST-IN-PLACE CONCRETE	
033000-01	Testing Laboratory	1.3.C

Owings Mills Park & Ride Rehabilitation

CONTRACT NO. T-1994-0250

CONTRACT DATA REQUIREMENT LIST

This CDRL is a summary listing for Contractor's information. All submittal requirement provisions of the Contract Documents supersede this listing, and the Contractor shall verify that all items and required submittals have been included in the CDRL before commencing work or procuring items. Any discrepancy or omissions should be brought to the immediate attention of the Engineer.

ITEM NO.	ITEM DESCRIPTIONS	Specification Paragraph Reference
033000-02	Source Quality Control Submittals	1.4.A
033000-03	Working Drawings	1.4.B
033000-04	Samples	1.4.C
033000-05	Certification	1.4.D
033000-06	Documentation	1.4.E
033000-07	Location of Finished Work	1.4.F
033000-08	Test Reports	1.4.G
10 14 53	TRAFFIC SIGNAGE	
101453-01	Shop Drawings	1.4.A
101453-02	Schedule	1.4.B
31 10 00	SITE CLEARING	
31100-01	None	
31 23 33	EXCAVATION AND FILL	
31233-01	Sources of Supply and Material Certification	1.4
32 01 16	HOT MIX ASPHALT PAVEMENT	
32011-01	Mix Design and Patching Plan	1.2.A
32011-01	Product Data	1.2.B
32 11 23	AGGREGATE BASE COURSE	
32112-01	Product Data	1.4
32 13 13	CONCRETE PAVING	
321313-01	Product Data	1.4.A.1
321313-02	Source Quality Control Submittals	1.4.A.2
32 16 13	CURBS AND GUTTERS	
321613-01	Product Data	1.4.A.1
321613-02	Source Quality Control Submittals	1.4.A.2
32 16 23	SIDEWALKS	

Owings Mills Park & Ride Rehabilitation

CONTRACT NO. T-1994-0250

CONTRACT DATA REQUIREMENT LIST

This CDRL is a summary listing for Contractor's information. All submittal requirement provisions of the Contract Documents supersede this listing, and the Contractor shall verify that all items and required submittals have been included in the CDRL before commencing work or procuring items. Any discrepancy or omissions should be brought to the immediate attention of the Engineer.

ITEM NO.	ITEM DESCRIPTIONS	Specification Paragraph Reference
321623-01	Product Data	1.4.A
321623-02	Shop Drawings	1.4.B
321623-03	Certifications	1.4.C

Appendix K
Supplementary General
Provisions

SUPPLEMENTARY
GENERAL PROVISIONS FOR
CONSTRUCTION
CONTRACTS

100% STATE-FUNDED PROJECTS ONLY

SEPTEMBER 2012

MARYLAND TRANSIT ADMINISTRATION

SEPTEMBER 2012

SPECIAL NOTICE FOR
SUPPLEMENTARY GENERAL PROVISIONS
FOR CONSTRUCTION CONTRACTS

(100% STATE-FUNDED CONTRACTS ONLY)

This Contract is financed with 100% State of Maryland funds. Therefore, most references to the Federal Transit Administration (FTA) are hereby deleted from the Supplementary General Provisions for Construction Contracts. The only exception is the “Buy America Requirement” which will remain in force. Additionally, the following Articles are hereby deleted:

- SGP-7.09 - Prevailing Wage Contracts for Public Works
- SGP-10.01 - General
- SGP-10.09 - Labor Provisions
- SGP-10.10 - Delinquent Certified Payrolls
- SGP-10.13 - Cargo Preference – Use of United State Flag Vessels
- SGP-10.17 - Certification Regarding Debarment
- SGP-10.18 - Fly America Requirement
- SGP-10.19 - Recycled Products/Recovered Materials
- SGP-10.20 - Seismic Safety Requirements
- SGP-10.21 - Access to Records and Reports (GP-7.36)
- SGP-10.22 - No Obligation by the Federal Government
- SGP-10.23 - Not Used
- SGP-10.24 - Not Used
- SGP-10.25 - Not Used
- SGP-10.26 - Not Used
- SGP-10.27 - Clean Water Requirements (SGP-10.17)
- SGP-10.28 - Federal Changes
- SGP-10.29 - Clean Air
- SGP-10.30 - Incorporation of Federal Transit Administration (FTA) Terms
- SGP-10.31 - Changes in Requirements
- SGP-10.32 - FTA Sign Requirement

SUPPLEMENTARY GENERAL PROVISIONS

FOR CONSTRUCTION CONTRACTS

TABLE OF CONTENTS

	<u>SGP PAGE NO.</u>
<u>Section 1 – Definitions and Terms</u>	
1.01 General	1
1.02 Language, References, Definitions and Terms (GP-1.05)	1
<u>Section 2 – Bidding Requirements and Conditions</u>	
2.01 General	6
2.02 Taxes – Responsibility for Payment Exemptions, Forms to be Filed (GP-2.05)	6
2.03 Arrearages	6
2.04 Non-visual Access Clause	6
2.05 Preparation of Bid (GP-2.06, SGP-10.15)	7
2.06 Competency of Bidders	7
2.07 Explanations	7
2.08 Bid Irrevocable (GP-2.01)	7
<u>Section 3 – Award and Execution of Contract</u>	
3.01 General	8
3.02 Execution of Contract (GP-3.04)	8
3.03 Preconstruction Meeting	8
<u>Section 4 – Scope of the Work</u>	
4.01 General	9
4.02 Value Engineering Change Proposals	9
4.03 Negotiated Payment Provision (GP-4.07)	11
4.04 Change Notices (GP-4.06)	13
4.05 Warranty of Construction (GP-4.10)	13
4.06 Negotiated Payment Provision – Professional And Technical Services	15
<u>Section 5 – Control of the Work</u>	
5.01 General	17
5.02 Superintendence (GP-5.04)	17
5.03 Coordination and Interpretation of Contract Documents	17
5.04 Administration furnished Documents	18

SUPPLEMENTARY GENERAL PROVISIONS
FOR CONSTRUCTION CONTRACTS
TABLE OF CONTENTS
(Continued)

	<u>SGP PAGE NO.</u>
<u>Section 6 – Control of Material</u>	
6.01 General	19
6.02 Source of Supply and Quality of Materials	19
6.03 Storage of Materials (GP-6.02)	19
<u>Section 7 – Legal Relations & Responsibility to Public</u>	
7.01 General	20
7.02 Patented and Copyrighted Devices, Materials and Processes (GP-7.03)	20
7.03 Emergencies	21
7.04 Rights in Technical Data	21
7.05 Audit and Inspection of Records	24
7.06 Notice to the Administration of Labor Disputes	25
7.07 Indemnification	26
7.08 Buy American Steel Act (GP-7.28, SGP-10.15)	27
7.09 DELETED	27
7.10 Contractor’s Safety Program (GP-7.05)	27
7.11 Cost and Price Certification (GP-7.26)	28
<u>Section 8 – Prosecution and Progress</u>	
8.01 General	29
8.02 Subcontracting (GP-8.02)	29
8.03 Notice to Proceed (GP-8.02)	29
8.04 Termination for Default, Damages for Delay, Time Extensions (GP-8.08)	29
8.05 Liquidated Damages (GP-8.09)	30
<u>Section 9 – Payment</u>	
9.01 General	31
9.02 Force Account Labor (GP-9.02)	31
9.03 Progress Payments (GP-9.03)	35
9.04 Scope of Payment (GP-9.01)	38
9.05 Subcontractors – Prompt Payment	38

SUPPLEMENTARY GENERAL PROVISION
FOR CONSTRUCTION CONTRACTS
TABLE OF CONTENTS
(Continued)

		<u>SGP PAGE NO.</u>
<u>Section 10 – Federal and State Requirements</u>		
10.01	DELETED	40
10.02	Reserved	40
10.03	Ethics	40
10.04	Reserved	43
10.05	Civil Rights	43
10.06	MTA Affirmative Action Requirements (GP-7.29)	46
10.07	Prohibited Interest	46
10.08	NOT USED	46
10.09	DELETED	46
10.10	DELETED	46
10.11	Reserved	46
10.12	Reserved	46
10.13	DELETED	47
10.14	Buy America Requirements (GP-7.01, GP-7.28)	47
10.15	Compliance With Environmental Standards	47
10.16	Energy Conservation	47
10.17	DELETED	47
10.18	DELETED	47
10.19	DELETED	47
10.20	DELETED	47
10.21	DELETED	47
10.22	DELETED	47
10.23	DELETED	47
10.24	DELETED	47
10.25	DELETED	48
10.26	DELETED	48
10.27	DELETED	48
10.28	DELETED	48
10.29	DELETED	48
10.30	DELETED	48
10.31	DELETED	48
10.32	DELETED	48

SGP– SECTION 1

DEFINITIONS AND TERMS

SGP – 1.01 General

These Supplementary General Provisions augment the requirements of the General Provisions for Construction Contracts, dated October 2001, issued by the Department of Transportation of the State of Maryland.

SGP – 1.02 Language, References, Definitions and Terms (GP-1.05)

A. Language

All work pertaining to these Specifications shall be completed as specified in the Contract Documents or as directed by the Engineer. When used in the Specifications, the term “specified” refers to requirements stated herein or included elsewhere in the Contract Documents. Refer to GP-4.01.

Terms such as directed, accepted, acceptable, approved, approval, authorized, determined, designated, established, permitted, required, satisfactory, unacceptable, unsatisfactory and unsuitable are implicitly followed by the words “by the Engineer”, to “the Engineer”, or “of the Engineer” unless the context clearly indicates a different meaning..

The word “submit” or “submittal” implies that the Contractor shall provide the applicable submittal in writing to the Engineer for approval. If otherwise, the Contract Documents will specify where to make the submittal. No applicable work may proceed without written approval. These requirements apply to all submittals, whether for details, methods, schedules, or materials.

Whenever the verbs “submit,”“designate,” “notify,” “bear,” “use,” “furnish,” “install,” “comply” and other like verbs are used without stating the subject, it shall be understood the subject is the Contractor and the action is to be the responsibility of the Contractor unless the context clearly indicates a different meaning

The word “ensure” obligates the Contractor to fulfill a specific requirement or complete an indicated action in conformity with the Contract Documents.

The phrase “remove and dispose” obligates the Contractor to assume possession of the specified material, remove it from the area, and properly dispose of it off site. Even when not specifically addressed, all waste materials shall be disposed of at the appropriate disposal facility.

Unless otherwise specified when terms such as “repair”, “restore”, “replace”, and remove and replace are used in reference to unacceptable work, whatever the reason or

cause for the work being rejected, it shall be implicitly understood that the Contractor shall perform the applicable work in conformance with the Contract Documents, in an acceptable manner, and at no additional cost to the Administration. Refer to GP-5.02, GP-5.09, and GP-7.16.

Unless specifically stated otherwise, all material, labor, equipment, tools, and incidentals necessary to perform and complete the work as specified and detailed in the Contract Documents, including all generally recognized and inherent aspects of the work, shall be included in either the lump sum or unit price for the Contract (Pay) item. When specific aspects of the work are listed in Measurement and Payment, it shall be construed to be an all-inclusive list.

B. References

Unless otherwise noted:

Reference to Specifications or procedures beginning with the letters M, R, or T shall be understood to be AASHTO.

Reference to Specifications or procedures beginning with the letters A, B, C, D, E, F, G, ES or P shall be understood to be ASTM.

Reference to Specifications or procedures shall be understood to be the most recently published standard in effect on the date of the opening of bids unless otherwise specified in the Contract Documents.

The words “using”, “per”, and “meet” or “meeting”, when referring to a specification or procedure, imply “in strict accordance with”.

C. Definitions (GP 1.05)

The following definitions augment Section 1 of the General Provisions:

Acceptance – The formal written acceptance by the Administration, that all work, or a specific portion thereof, under the Contract has been satisfactorily completed.

Additional Work – Work not required or provided for in the original contract.

Addendum – Written interpretations and revisions to the Bid Documents issued by the Administration prior to opening of Bids.

Administration – The Maryland Transit Administration (MTA) of the State of Maryland Department of Transportation.

Administrator – The Chief Executive Officer of the Maryland Transit Administration

Beneficial Occupancy – Owner’s use of an uncompleted portion of the work. Use does not alter any provisions of the contract and will only be used when the occupancy is in the best interests of the state.

Bid/Proposal Affidavit – The affidavit, in form approved by the Administration, executed by the Bidder, declaring the bidder’s status as to commercial nondiscrimination, bribery, non-collusion, and compliance and violation of certain laws and other requirements.

Certification – A written statement, signed by a certifying person, affirming under penalties applicable to perjury, that the contents of a document are true and correct. With respect to a document that states that material and/or work complies with applicable specifications, the document shall (1) include the actual test results that confirm the statement, (2) be on the letterhead of the company or other organization that performed the tests, and (3) be certified by an officer of that company or other organization.

Change Notice – A written or an oral directive issued by the procurement officer directing a Contractor to make a change in the work.

Contingent Item – Any item listed in the contract documents and included in the bid for the purpose of obtaining a contract price. Such bid constitutes tender of an exercisable option to incorporate such items into the work in accordance with stated terms at bid prices.

Contract Affidavit – The affidavit, in form approved by the Administration, executed by the Contractor declaring status as to corporate registration, payment of taxes and bid affirmation.

Construction or Project Site – The area occupied by the project and all nearby areas used by the Contractor or his subcontractors during performance of the work, including areas for storage and/or processing of materials to be incorporated into the work or equipment to be used at the project site.

Contract Time or Completion Date – The number of calendar days shown in the contract indicating the time allowed for the completion of the work contemplated in the contract. In case a calendar date of completion is shown in the contract, in lieu of the number of calendar days, such work shall be completed by the date.

Contract Specifications Book – A set of documents issued by the Administration for the intended work which includes the Notice to Contractors, Bid Forms, General Provisions, Supplementary General Provisions, Special Provisions, Technical Provisions, and other forms and exhibits.

Design and Manufacturing Site – Areas utilized by the Contractor or his subcontractor that are remote from the Construction Site, as defined above,

and utilized for design, processing, or manufacture of materials and equipment to be incorporated into the work.

Domestic Manufacture – When referring to metallic items such as structural steel, pipe, reinforcement, bridge rails, etc., the term Domestic Manufacture means those metal products that have been melted and manufactured within the United States.

Equipment – All machinery, tools, and apparatus necessary for the proper construction and acceptable completion of the work, together with the necessary supplies for upkeep and maintenance.

Holidays – In the state of Maryland, holidays occur on:

January 1	- New Years Day
3 rd Monday in January	- Martin Luther King’s Birthday
3 rd Monday in February	- Presidents Day
4 th Monday in May	- Memorial Day
July 4	- Independence Day
1 st Monday in September	- Labor Day
2 nd Monday in October	- Columbus Day
November 11	- Veterans Day
4 th Thursday in November	- Thanksgiving
December 25	- Christmas

All days of General and Congressional Election (not Primary elections) throughout the State.

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

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

Indicated – A Term meaning as shown on the Contract Drawings, as described in the Specifications, or as required by the other Contract Documents.

Laboratory – The testing laboratory designated by the procurement officer.

MdMUTCD – Maryland Manual on Uniform Traffic Control Devices

Plans – The official drawings issued by the Administration as part of the Contract Documents, including those incorporated in the Contract Documents by reference. These include the official approved plans, profiles, typical cross sections, working drawings, and supplemental drawings or exact reproductions that show the location, character, dimensions and details of the work to be performed.

Provide – In reference to work to be performed by the Contractor, provide means

furnish and install complete in place.

Punchlist – A list of incomplete work, to be completed prior to final acceptance.

Questionnaire – The approved form or forms upon which the Contractor shall furnish the information as to his ability to perform the work, his experience in similar work, the equipment to be used, and his financial condition as related to his ability to finance the work.

Referenced Standards – All materials, equipment and workmanship specified by the number, symbol, or title of a referenced standard shall, unless otherwise specified, comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the opening of Bids, except where a particular issue is indicated in the reference specifications.

Right of Way – The area acquired and reserved by the Administration for use in constructing the proposed improvement and appurtenances.

Semi-Final Inspection – The walk through inspection for determining action in accordance with General Provision 9.03.b “Semi-Final Estimate Payments”

Special Provisions (SP) – Specifications for a specific item, condition, or requirement applicable to an individual project and not otherwise thoroughly or satisfactorily detailed in the Contract Documents.

Standard Specifications – The most current book of Specifications entitle “Standard Specifications for Construction and Materials” published by State Highway Administration of the Maryland Department of Transportation and intended for general application and repetitive use.

Substantial Completion – The stage in the progress of the Work, where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use as determined solely by the Owner. Any remaining work shall not impact the owner’s operation under the contract.

Technical Requirements or Technical Provisions – used interchangeably with “Special Provisions.”

* * * * *

SGP – SECTION 2

BIDDING REQUIREMENTS AND CONDITIONS

SGP – 2.01 General

The following Articles augment those contained in Section 2 of the General Provisions.

SGP – 2.02 Taxes – Responsibility for Payment, Exemptions, Forms to be Filed (GP-2.05)

A. Refer to General Provisions Article GP – 2.05.

B. Foreign bidders represent and warrant that their prices do not violate United States laws and regulations and agree to pay any duties assessed and to indemnify, hold harmless, and, upon request, defend the Administration for any loss or expense including but not limited to reasonable attorney's fees that the Administration may incur from any claim, demand, or investigation of alleged violation of the said laws and regulations.

SGP – 2.03 Arrearages

By submitting a response to this solicitation, a bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

SGP – 2.04 Non-Visual Access Clause

A. Subject to COMAR 21.05.08.05 B and C, the Contractor shall comply with the provisions of B and C of this provision.

B. The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology with compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%).

C. For the purpose of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent

access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for input.

SGP – 2.05 Preparation of Bid (GP-2.06, SGP-10.15)

A. The Bid Form together with all other forms provided, and such other documents as may be specified, executed, and submitted by the Bidder, constitute his Bid. All documents bound with or attached to the Bid Form in the Contract Specification Book are considered a part thereto and shall not be altered when the Bid Form is submitted. Bids shall be submitted in the manner specified herein and in the Notice to Contractors.

B. Bidder shall complete the “Buy America” certification form.

SGP – 2.06 Competency of Bidders

Bidders shall furnish, with their bid, answers to questions contained in the Contractor’s Questionnaire. Bids submitted by Bidders with inadequate experience or capacity may be rejected by the Administration.

SGP – 2.07 Explanations

Explanations desired by a prospective bidder regarding the Contract Drawings, Specifications, and other Bid Documents shall be requested in writing from the Administration. Requests shall include the Contract number and name and shall be directed to the address indicated in the Notice to Contractors. Oral explanations or instruction will not be binding. Any addenda resulting from these requests will be mailed to all listed holders of the Bid Documents. The Bidder shall acknowledge the receipt of all addenda in the space provided on the Bid Form.

SGP-2.08 – Bid Irrevocable (GP-2.01)

The bid prices are irrevocable for one hundred eighty (180) calendar days following Bid Opening.

* * * * *

SGP – SECTION 3

AWARD AND EXECUTION OF CONTRACT

SGP – 3.01 General

The following Article augments those contained in Section 3 of the General Provisions.

SGP – 3.02 Execution of Contract (GP-3.04)

A. Contract Affidavit: Attached to this Contract and made a part thereof is a Contract Affidavit to be executed by the Bidder.

SGP-3.03 Preconstruction Meeting

Prior to the commencement of the Work, the Preconstruction conference will be held for the purpose of discussing with the Contractor existing conditions, methods for maintaining and protecting traffic during construction, materials to be ordered, equipment to be used, equal employment regulations, civil rights requirements, other pertinent features of the Contract, and all essential matters pertaining to the prosecution of and the satisfactory completion of the work. At this time, the Contractor and the Procurement Officer will arrange for their authorized representatives to meet and review details of construction, and if appropriate, to walk the project with the contract drawings in hand and carefully observe all pertinent conditions relating to the construction of the work, including the status of right-of-way, structures and obstructions to be removed, altered, or changed.

* * * * *

SGP – SECTION 4

SCOPE OF WORK

SGP – 4.01 General

The following Article augment Section 4 of the General Provisions.

SGP – 4.02 Value Engineering Change Proposals (VECP)

A. This Article applies to those Value Engineering Change Proposals (VECP's) which are initiated and developed by the Contractor to change the Contract Drawings and Specifications, or other requirements of this Contract. In order to be accepted under this Article, each VECP shall:

1. Be identified as a VECP by the Contractor at the time of submission to the Administration as submitted pursuant to this Article 4.02;
2. Require a change to this Contract;
3. Decrease the Contract Price; and
4. Maintain the items' required functions such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features and appearance, and not require an unacceptable extension of Contract Time.

B. Any VECP the Contractor submits shall be in sufficient detail to clearly define the proposed change, including:

1. A description of the difference between the existing and the proposed Contract requirements; and the comparative advantages and disadvantages of each;
2. Contract requirements recommended to be changed if the proposal is accepted;
3. A detailed estimate of the amount of the net savings, as defined in SGP-4.02.E., that will result from acceptance of the proposal;
4. A prediction of any effects the proposed change would have on costs of maintenance and operation; and
5. A statement of the time by which the proposal must be accepted so as to obtain the maximum price reduction, noting any effect upon the Contract Time.

C. The Administration may accept or reject part or all of any VECP by giving the Contractor written notice thereof. Until such notice is issued, the Contractor shall remain obligated to perform in accordance with the terms of the Contract. VECPs will be processed expeditiously; however, the Administration shall not be liable for any delay in acting upon any proposal submitted pursuant to this Section. The decision of the Administration as to acceptance of any such proposal shall be final and shall not be subject to the “Disputes” provisions of this Contract.

D. The Contractor has the right to withdraw part or all of any VECP at any time prior to acceptance by the Administration. Such withdrawal shall be made in writing to the Administration but shall not be effective until received by the Procurement Officer. Each VECP submitted by the Contractor shall remain valid for a period of sixty (60) days from date submitted. If the Contractor desires to withdraw the proposal prior to the expiration of this period, he shall be liable for the cost incurred by the Administration in reviewing the proposal.

E. When a VECP submitted pursuant to this Article 4.02 is accepted:

1. An equitable adjustment in the Contract price and in any other affected provisions of the Contract shall be made and the Contract modified in accordance with this Article and the “Changes” or other applicable Sections of this Contract.
2. The net savings resulting from the change shall be shared between the Contractor and the Administration on the following basis:
 - a. When only the prime Contractor is involved, he shall receive fifty percent (50%) and the Administration fifty percent (50%) of the net savings resulting from the change.
 - b. When a first-tier Subcontractor is involved, he shall receive thirty percent (30%), the prime Contractor thirty percent (30%), and the Administration forty percent (40%) of the net savings resulting from the change. Other subcontractors shall receive a portion of the first-tier subcontractor savings in accordance with the terms of their contract with the first-tier Subcontractor.
3. Net savings shall be determined by deducting from the estimated gross savings, the Contractor’s cost of developing and implementing the proposal (including any amount attributable to a subcontractor) and the estimated amount of increased costs to the Administration resulting from the change, such as implementation, inspections, related items, and Administration furnished equipment or property. Estimated gross savings shall include Contractor’s labor, material, equipment, overhead, profit, and bond. The Contract price shall be reduced by the sum of the Administration’s costs and share of the net savings.

F. The Contractor shall include the provisions of this Article, with this predetermined sharing arrangements contained herein, in all first-tier subcontracts in excess of the Contract value of \$25,000 and any other subcontracts which, in the judgment of the Contractor, is of such nature as to offer reasonable likelihood of value engineering cost reductions. At the option of the first-tier Subcontractor, this Article may be included in lower tier subcontracts. The Contractor shall encourage submission of VECP's from Subcontractors; however, it is not mandatory that VECP be submitted nor is it mandatory that the Contractor accept or transmit to the Administration VECP's proposed by his Subcontractors.

G. A VECP identical to one submitted under any other contract, by this or any other Contractor may also be submitted under this Contract.

H. The Contractor may restrict the Administration's right to use any VECP data by marking it with the following statement:

“This data, furnished pursuant to the Value Engineering Article of this Contract, shall not be duplicated, used or disclosed in whole or in part, for any purpose except to evaluate the VECP, unless the proposal is accepted by the Administration. This restriction does not limit the Administration's right to use information contained in this data if it is or has been obtained, or is otherwise available from the Contractor or from another source, without limitations. When this proposal is accepted by the Administration, the Administration shall have the right to duplicate use, and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other Administration Contract.”

SGP – 4.03 Negotiated Payment Provisions (GP-4.07)

In lieu of General Provision GP-4.07 and unless specified otherwise in the Special Provisions, the following shall prevail:

The requirement of Article SGP-4.03 shall apply only to work at the construction site and only when a contract cost adjustment is negotiated and a Contract modification incorporating the adjustment is executed by the parties. In the event the parties cannot reach a negotiated agreement, the matter becomes a dispute and is subject to General Provision 5.15 “Disputes” or General Provision 5.14 “Claims”. In the event of a dispute the markups described below in E. F and G will not be valid. Actual costs will apply.

When the Contractor is entitled to a cost adjustment as a result of additions or changes to the Contract for which there are no applicable unit prices, and the Administration has not directed such work to be performed on a force account basis, subject to the limitations and conditions below, the adjustment in compensation shall be based on costs incurred by the Contractor to the extent that those costs are satisfactorily documented and justified by the Contractor.

- A. Labor. The cost of basic hourly wages and fringes for all direct labor and direct-charge foremen required in the performance of the work. Wage and fringe costs shall be in accordance with applicable collective bargaining agreements or other employment contracts to the extent that these costs are actually paid or payable.
- B. Materials. The delivered cost of all materials required for performance of the work. The delivered cost of material includes sales taxes if payable.
- C. Equipment. For any machinery or equipment (other than small tools), the use of which is authorized by the Engineer, the compensation will be based on the equipment costs listed in the applicable edition of the Rental Rate Blue Book for Construction Equipment published by Penton Business Media/Equipment Watch. For third party rentals, compensation will be made on actual rental rates paid. For purposes of definition, equipment with a new cost of \$1,000 or less will be considered small tools.
1. Equipment costs for contractor-owned equipment will be as specified in SGP-9.02 C.1 through C.5.
 2. Equipment costs for rental equipment will be as specified in SGP-9.02 C.6.
- D. Insurance. The incremental increase in premium costs resulting from the work for workmen's compensation, liability or risk insurance, only in the event that such coverage has not been provided by the Administration under the contract.
- E. Supervision, Overhead, and Profit. The Procurement Officer and Contractor shall negotiate a fixed amount to compensate the Contractor for supervision, overhead, and profit for the work performed by the Contractor's and subcontractor's forces. The allowed markup for supervision, overhead (including home office expense) and profit shall not exceed forty-five percent (45 %) of items A and D and ten percent (10%) of items B exclusive of sales tax, and C.2 above. No additional allowance shall be made for small tools and supplies, bond premiums, payroll taxes including FICA, FUTA, and SUTA, or any other costs not specifically reimbursed in items A through D above. The provisions of this paragraph (SGP-4.03E) do not apply to computation of mark-ups if extended costs are allowed per SGP-4.03G.
- F. Subcontractors. The Contractor shall receive the cost of work performed by a subcontractor. Subcontractor's costs are to be determined as in A through D above, plus the mark-up allowance computed as in E. The Contractor may receive additional mark-up allowance not to exceed the higher of five percent (5%) or five hundred dollars (\$500) of subcontractor's costs as determined in A, B, C.2 and D. However there will not be any such markup for subcontractor's below the first tier. Notwithstanding, actual charges to the Contractor for overhead and profit on work performed or furnished to him by others, no such mark-ups in excess of those specified will be recognized or

considered. The provisions of this paragraph and SGP-4.03E do not apply to computation of mark-ups if extended costs are allowed per SGP-4.03G.

- G. Extended Overhead. In the event that the Contractor is due extended overhead costs as a result of compensable delays arising from the changed or added work, such actual costs will be computed solely on the basis of those time related costs affected and only allowed when accompanied by sufficient documentation to permit the Engineer to establish their validity.
- a) The Contractor shall be compensated for taxes, small tools, supplies, bond premiums, and profit by a mark-up allowance which shall not exceed twenty-five percent (25%) of items A and D, and ten percent (10%) of items B exclusive of sales tax, and C2. Adjustment for extended site (Field overhead) costs will be limited to actual costs without mark-up. The adjustment for home office costs (G&A) shall not exceed five percent (5%) of item A, B, C, D, F, & G2, which is the total adjustment before G&A.
- b) When extended field and home office overhead costs are allowed, the Contractor shall not be compensated for
- 1) the allowed mark-up for supervision, overhead, and profit set forth in Para E above,
 - 2) The mark-up allowance for subcontractor's work set forth in Para F above.
 - 3) Overhead costs calculated by any method other than that prescribed in this subsection G.
- H. No compensation shall be made in any case for loss of anticipated profits.
- I. All of the Contractor's cost records shall be made available to the Administration at the field office as well as the home office for review and audit at all reasonable times including prior to negotiations of the cost under this section.
- J. The requirement of Supplementary General provisions Article 4.06 (SGP 4.06) shall apply when a contractor is entitled to an equitable cost adjustment to perform the design work directly attributable to additional work or changes requiring the services of factory or office based professional and/or technical personnel. The contractor shall not be compensated for design work performed by the field staff.

SGP – 4.04 Change Notice (GP-4.06)

The Engineer may use a Change Notice to describe a proposed change to the work pursuant to GP-4.06. Within seven (7) days after receipt of the Change Notice the Contractor shall sign the Change Notice and submit it to the Procurement Officer. The Contractor shall submit a proposal for providing the change work within the time specified in the Change Notice. The Contractor's proposal shall contain a detailed cost breakdown and any adjustment of the change in Contract time for the completion of the work. The cost breakdown shall be separated into added and deleted work and shall

show details for labor, materials, equipment and the percentage mark-ups for overhead, profit, and small tools, in accordance with SGP-4.03.

SGP – 4.05 Warranty of Construction (GP-4.10)

In lieu of General Provisions Article GP-4.10, the following shall prevail:

A. In addition to any other warranties available by law or set out elsewhere in this contract, the Contractor warrants that work performed under this contract will conform to the contract requirements and will be free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at time of acceptance and for a period of one (1) year from the date of final acceptance of the work, but with respect to any part of the work which the State takes possession prior to final acceptance, such warranty shall continue for a period of one (1) year from the date the State takes possession. Under this Warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to State owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. With respect to work repaired or replaced hereunder, the Contractor warrants that said work will conform to contract requirements and will be free of defects in material, workmanship, and design for a period of one (1) year from the date of completion of such repair or replacement.

B. The Administration will give the Contractor prompt written notice of any defects or failures following their discovery. The Contractor shall commence corrective work within ten (10) days following notification by the Administration of the defect or failure and shall diligently prosecute such work to completion, provided that the Administration shall have the right to use unsatisfactory materials and equipment until they can be taken out of service without injury to the Administration. If the Administration exercises the right to use unsatisfactory materials and equipment the Contractor will be permitted to commence corrective work within six (6) months from time of discovery or the defect of failure requiring correction.

C. Replacement parts and repairs shall be subject to approval of the Administration. The Contractor shall bear all costs of corrective work, which shall include necessary disassembly, transportation, reassembly and retesting, as well as repair or replacement of the defective materials or equipment, and any necessary disassembly and reassembly of adjacent work; provided that the Administration will disassemble and reassemble at its expense adjacent materials or equipment not furnished by the Contractor, where necessary to give access to the defective materials or equipment.

D. If the Contractor fails to perform corrective work in the manner and within the time stated, the Administration may proceed to have such work performed at the Contractor's expense and he will honor and pay the costs thereof upon demand, and his sureties will be liable therefor. The Administration will be entitled to all costs and

expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay such costs.

E. In addition to the other rights and remedies provided by this clause, all subcontractor's, manufacturers' and suppliers' warranties expressed or implied, respecting any work and materials shall, at the discretion of the State, be enforced by the Contractor for the benefit of the State. In such case if the Contractor's warranty under A. above has expired, any suit directed by the State to be at the expense of the State. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

F. If directed by the Procurement Officer, the Contractor shall require any such warranties to be executed in writing to the State.

G. The rights and remedies of the Administration under this Article are not intended to be exclusive, and do not preclude the exercise of any other rights or remedies provided by this Contract or by law with respect to unsatisfactory work performed by the Contractor.

H. The warranty specified herein shall not limit the State's rights under GP-5.13, Acceptance clause of this contract with respect to latent defects, gross mistake, or fraud.

SGP – 4.06 Negotiated Payment Provision – Professional and Technical Services

A. The provisions of SGP-4.03 apply to Work performance in the field involving craft labor (including supervision, material and equipment) necessary to implement additions or changes to the Contract.

B. The provisions of SGP-4.03 do not apply to design professional and/or technical personnel assigned to the project.

C. When the Contractor is entitled to an equitable adjustment as a result of additions or changes to the Contract which require the services of factory or office-based design professional or technical personnel to perform the design Work directly attributable to the additions or changes, the adjustment in compensation shall be based on the following as documented and justified by the Contractor.

1. Labor - The cost of all design professional and/or technical labor computed on the basis of the actual hourly wage rate paid, not to exceed \$75.00/hr, to the individual(s) involved in the performance of the added or changed Work (excluding fringes and mark-ups for taxes, insurance, etc.)
2. Reimbursable Expenses
 - a. Travel and Related Expenses - The cost of travel expenses of the Contractor or subcontractor personnel in travel status required for

the performance of added or changed Work, as provided in the then current standard Travel Regulations of the State of Maryland.

- b. Printing and Reproduction Costs - The cost of printing, binding, photographs, Photostats, copier costs, reproduction and related expenses, the nature of which is uniformly charged as a project cost under the Contractor's or subcontractor's accounting practices.
- c. Long Distance Telephone, Telegraph, Teletype, Freight, Postage and Shipping - These costs will be allowed only to the extent they related to the performance of the added or changed Work.
- d. The maximum allowable mark-up for general administrative expenses, supervisions, overhead and profit for the design Work performed, and computer/CAD costs, by the Contractor will be 140% of Item 1 above. The maximum allowable mark-up for supervision, overhead and profit for Work performed by subcontractor(s) will be 140% of the subcontractor's labor cost identified in Item 1 above. The Contractor will be allowed a mark-up of 5% on the total subcontractor's cost.

* * * * *

SGP – SECTION 5

CONTROL OF THE WORK

SGP – 5.01 General

The following Articles augment Section 5 of the General Provisions.

SGP – 5.02 Superintendence (GP-5.04)

Before starting work, the Contractor shall designate in writing the name, title, qualifications and experience of his proposed representative who, upon approval by the Procurement Officer shall have complete authority to represent and act for the Contractor. The authorized representative or a substitute acceptable to the Procurement Officer shall be present at the site of the work at all times while work is actually in progress on the project. Arrangements for responsible supervision acceptable to the Procurement Officer shall be made for emergency work which may be required during periods when the work is suspended. The Contractor shall notify the Procurement Officer, in writing, when the Contractor desires to change his representative, and shall provide information as specified above for the proposed new representative.

SGP – 5.03 Coordination and Governing Order of Contract Documents

A. The Documents composing the Contract Documents are intended to be complementary, and to describe the construction and completion of the Work. Anything mentioned in the Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Specifications, shall be of like effect as if it is shown or mentioned in both.

B. Precedence of Contract Documents: The Contract Drawings shall govern over the Standard Specifications. The Special Provisions shall govern over the Standard Specifications, and the Contract Drawings. Where work is to be accepted by a municipality, railroad, or utility company, the Reference Utility Standards which apply to materials and workmanship shall govern over the Standard Specifications, the Special Provisions and the Contract Drawings.

C. Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Procurement Officer for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. If doubts or questions arise regarding the true meaning of the Contract Documents, reference shall be made to the Procurement Officer whose decision thereon will be final.

D. In case of difference between small and large scale drawings, the large scale drawings shall govern. In the event of discrepancy between any drawings and the figure written thereon, the figures shall govern over scaled dimensions, unless otherwise indicated.

E. All materials, workmanship, and testing specified by the number, symbol, or title of a reference standard shall comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the Bid Opening

SGP – 5.04 Administration Furnished Documents

The Administration will furnish at no cost to the Contractor for his use, five (5) copies of the conformed CD of the Contract Documents including Reference Drawings if applicable.

* * * * *

SGP – SECTION 6

CONTROL OF MATERIAL

SGP – 6.01 General

The following Articles augment those contained Section 6 of the General Provisions.

SGP – 6.02 Source of Supply and Quality of Materials

A. Furnish all materials required to complete the work, except those specified to be furnished by the Administration. Assure that the materials incorporated into the work conform to the Specifications and Contract Drawings unless changed by prior approval. The materials shall be manufactured, handled, used, identified, controlled, and installed so as to ensure completed work in accordance with the Contract.

B. Use only new materials furnished except as may specifically be provided elsewhere in the Contract Documents.

C. Submit a list of sources of materials pursuant to GP-6.01 and notify the Engineer in sufficient time to permit proper inspection and testing of materials in advance of this use. The list shall be on a form approved by the Procurement Officer.

D. Provided that there would be no violation of the Contractor's patents, copyrights or rights in data, the Contractor agrees that he will neither incorporate any provision in his subcontracts nor enter any agreement, written or oral, either directly or indirectly, with subcontractors which has or may have the effect of prohibiting subcontractor sales directly to the Administration of any supplies, parts, components, equipment or technical information like those manufactured or services like those furnished by such subcontractor under the Contract or under any contract for parts or components furnished under the Contract or any follow-up production contract.

SGP – 6.03 Storage of Materials (GP-6.02)

A. General: Unless otherwise specified in the Special Provisions, the Contractor shall obtain his own area and storage facilities at locations remote from the Administration's right-of way facilities.

B. Reference SGP 9.03 for payment of stored material.

* * * * *

SGP – SECTION 7

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

SGP – 7.01 General

The following Articles augment those in contained Section 7 of the General Provisions.

SGP – 7.02 Patented and Copyrighted Devices, Materials, and Processes (GP-7.03)

The Contractor shall report to the Administration, promptly and in reasonable written detail, each notice of claimed patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge. In the event of any claim or suit against the Administration on account of any alleged patent or copyright infringement arises out of the performance of this contract or out of the use of any supplies furnished under the contract, the Contractor shall furnish to the Administration, when requested by the Administration, all evidence and information pertaining to such suit or claim including all evidence and information in the possession of the Contractor. This Notice and assistance requirement shall be included in all subcontracts.

Patents, Copyrights, Intellectual Property

A. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

B. The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

C. The Contractor shall hold and save harmless the State of Maryland, including but not limited to the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or un-copyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Contract resulting from this RFP. The Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright,

the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court formally awards, provided the State (i) notifies the Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Contractor of any obligation hereunder except and to the extent that such failure prejudices Contractors' ability to defend against such claim; and (ii) allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations.

D. If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the produce with a non-infringing product that, in the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

E. In connection with services provided under a Task Order Request for Proposal (TORFP), the Contractor may create, acquire or otherwise have rights in, and may employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.

F. The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. In a TORFP, the State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use to non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

SGP – 7.03 Emergencies

A. In an emergency at the construction site affecting the safety of life, the work or adjoining property, the Contractor, without special instructions or authorization from the Procurement Officer, shall act to prevent such threatened loss or injury. The Contractor shall notify the Procurement Officer as soon as practicable of the action taken and the status of the emergency.

B. In the event of imminent danger or when peril exists to life, limb or property, the contractor's safety representative, the Procurement Officer or the Administration's Manager of Safety and Systems Assurance have the authority to close down an operation until said unsafe act or unsafe condition has been corrected.

SGP – 7.04 Rights in Technical Data

A. Technical data means any and all information of a scientific or technical nature, regardless of form or characteristics, to be furnished by the Contractor pursuant to this contract. It includes, but is not limited to, documentation of research, experimental, development or engineering work plus the information used to define a design or process or to procure, produce, support, maintain or operated the goods, supplies, systems, and equipment furnished hereunder.

Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification and related information.

B. The Administration, its employees and its consultants, shall have the unlimited right to use, duplicate and disclose, in whole or in part and without charge, all technical data, in any manner and for any purpose when, in the opinion of the Administrator, such use is required by the Administration in the installation, operation, modification, maintenance, repair, replacement, overhaul and training in respect to the Work and the items furnished to the Administration, under the Contract or otherwise obtained by the Administration.

C. Nothing herein shall be construed as modifying or abridging the obligations of the Administration in respect to the provisions of the Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. To assist the Administration the Contractor, if he wishes, shall, as hereinafter described in Article E. below, clearly identify each portion of the technical data it considers a “trade secret” to which the public shall be denied inspection. Contractor acknowledges that such classifications are advisory only.

D. The following categories of technical data shall not be construed or stamped or otherwise identified as “trade secrets”:

1. Technical data prepared or required to be delivered under this contract and any subcontracts hereunder for the purpose of identifying sources, part numbers, size, configurations, mating, attachment characteristics, functions characteristics and performance requirements.
2. Manual or instructional materials prepared or required to be delivered under this contract and any subcontracts hereunder, for installation, operation, maintenance, repair, replacement, overhaul and training purposes.

E. If the Contractor determines that any technical data not included in Article D. above, comprises a “trade secret” and decides to impose this classification, he shall clearly identify each portion on each page of such technical data with the words “Trade Secret”. On each page on which a “Trade Secret” is identified, the following shall be noted by the Contractor: the prime contract number under which the technical data is to

be delivered; the name of the Contractor and any subcontractor asserting the classification; and a recitation of the Administration's rights as stated in Article B. above. Further, when submitting technical data designated as "Trade Secret", the Contractor shall provide with each such submission a letter justifying the basis for designation each portion so identified.

F. Rights to Records

1. The Contractor agrees that all documents and materials, including but not limited to reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

2. The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

3. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

4. The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

G. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

H. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and

on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

SGP – 7.05 Audit and Inspection of Records

- A. In this clause, the term “Contractor” includes all subcontractors at any tier, the term “Contractor’s Records” includes data and records of all subcontractors at any tier, and the term “Administration” includes the MTA, the U. S. Department of Transportation, the Comptroller General of the United States and their authorized representatives.
- B. The Contractor shall permit the Administration to inspect, audit, and copy, at any reasonable times, the Contractor’s Records in connection with all matters related to the Contract, including the Contractor’s performance.
- C. The provisions of this clause shall be included in all subcontracts, at any tier, under this Contract.
- D. Performance and Compliance Administration reserves the right to examine, copy and audit Contractor’s Records in order to evaluate compliance of Contractor with statutory and regulatory requirements as well as all requirements under the terms, conditions, Specifications and provisions of the Contract.
- E. Noncompetitive Proposals Administration reserves the right to examine, copy and audit Contractor’s Records, if necessary, to permit adequate evaluation of cost and pricing data related to the original proposal, along with the computations and projections used therein. If this audit is performed subsequent to the award of a contract, Administration reserves the right to utilize Contractor’s incurred costs to date for its evaluation of Contractor’s proposal.
- F. Change Orders and Contract Modifications Administration reserves the right to examine, copy and audit Contractor’s Records, if necessary, to evaluate cost and pricing data related to Change Order proposals and Contract Modifications and any associated computations and projections, as well as to evaluate Contractor’s performance of and compliance with Change Orders issued under the Changes section herein. If this audit is performed subsequent to the submittal off a Change Order proposal or issuance of a Contract Modification, Administration reserves the right to utilize Contractor’s incurred costs to date for its evaluation of Contractor’s Change Order proposal or Contractor’s performance of or compliance with Contract Modification.
- G. Adjustable Contracts If all or part of this Contract is a cost-reimbursement, incentive, time and materials, labor-hour, or price re-determinable contract, or any combination of the these, Contractor shall maintain and Administration shall have the right to examine, copy and audit, Contractor’s Records and other evidence sufficient to reflect properly, in accordance with sound and generally accepted accounting principles and practices consistently applied, all direct

and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the Contract.

- H. Contractor's Records shall include, but not be limited to: accounting records (hard copy, as well as computer readable data if it can be made available); written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc); original estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts and rebates; purchase orders; commitments; agreements; leases; notes and memoranda; daily diaries; superintendent reports; drawings and sketches; receipts; vouchers; and, any other supporting evidence deemed necessary by Administration to substantiate charges related to the Contract.
- I. Contractor's Records shall be open to inspection and subject to audit and/or reproduction by Administration or its representative(s), to the extent necessary to adequately permit evaluation and verification of Contractor's compliance with Contract terms, conditions and requirements, and compliance with provisions for pricing Changer Orders, payments or claims submitted by Contractor or any of its payees.
- J. Contractor shall make Contractor's Records available to Administration or its representative(s) at all reasonable times, and Administration or its representative(s) shall be afforded access to all of Contractor's facilities and shall be allowed to interview any of Contractor's employees, pursuant to the provisions of this Section throughout the term of the Contract and until three years after final payment under the Contract. Contractor shall provide adequate and appropriate work space for Administration or its representative(s) to conduct audits in compliance with this Section. Contractor shall cooperate with all audit procedures including the furnishing of a management representation letter upon request of the auditor.
- K. Contractor shall require all insurance agents, and suppliers or other payees to comply with the provisions of this Section by insertion of the requirements hereof in a written contract or agreement between Contractor and payee.
- L. Contractor shall reimburse Administration, within thirty (30) calendar days after receipt of a written request thereof, the price (including profit) charged for services or quantities not delivered and extras or adjustments not authorized under the Contract as verified by an inspection or audit of Contractor's Records.
- M. This Section does not affect or limit any rights, obligations or responsibilities afforded or imposed by the Inspector General's Act of 1978, as amended from time to time, including the right of the Inspector General of the U. S. Department of Transportation to seek information by subpoena.

SGP – 7.06 Notice to the Administration of Labor Disputes

- A. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the

Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Administration.

B. The Contractor shall insert the substance of this Article, including this Paragraph B, in any subcontract hereunder and each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

SGP – 7.07 Indemnification

This clause supplements and is intended to be harmonious with General Provision GP-7.13. If and to the extent that there is an inconsistency between this clause and General Provision GP-7.13, the provision of this clause shall govern.

The Contractor shall indemnify, save harmless and, at the Administration's or Procurement Officer's request, defend the Administration and Procurement Officer, and their employees and agents, from against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind of character, including but not limited to attorney's fees and expenses arising out of or by reason of any liability or obligation in any manner caused or occasioned or claimed to be caused or occasioned by an act, omission, fault or negligence of the Contractor or anyone acting on his behalf, including but not limited to lower tier subcontractors and vendors, their subcontractors or sub-vendors, and the employees and agents of any of the foregoing. Such indemnification shall not be construed to include damages or injuries solely arising or occurring from negligent acts of the Administration or its agents.

A. Indemnification

1. The Contractor shall hold harmless, indemnify and defend the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract. In the event that a claim, suit or action is

made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

SGP – 7.08 Buy American Steel Act (GP-7.28, SGP-10.14)

In addition to the requirements of Article GP-7.28, Article SGP-10.14 shall also be implemented.

SGP – 7.09 DELETED

SGP – 7.10 Contractor’s Safety Program (GP-7.05)

- A. The Contractor’s safety representative shall have a thorough knowledge of construction safety and OSHA regulations.
- B. The duties of the safety representative shall include maintenance of the Contractor’s safety program, enforcement of safe practices, and the use of the safety equipment and personal protective equipment, and other such activities as may be required by OSHA to maintain job safety and accident prevention. Reference MTA Project Safety Plan in the contract Table of Contents as applicable.
- C. Contractor Safety and Health Plan

The Contractor Safety & Health Plan shall fully describe the Contractor’s commitments for meeting its obligations to provide safe and healthful working conditions for its employees, the public, and generally contribute to and enhance safety at the project. The Contractor Safety & Health Plan must reference standards, codes, rules, and regulations applicable to construction activities in the state and local jurisdiction/authority and the state of Maryland. The Contractor’s Plan shall include, but not be limited to, provisions of the Construction Safety Guidelines.

1. Within five calendar (5) days after issuance of Notice of Intent to Award (NITA) for the Contract, the Contractor shall submit, a written “Project Specific Safety & Health Plan” to the Administration for approval. The Administration will review or comment and may approve, disapprove, or approve conditionally the Contractor’s “Project Specific Safety & Health Plan”.

2. With regards to the approval of the Contractor Safety & Health Plan, work shall proceed as determined by the Administration.

3. The Administration retains the right to prohibit the start of work until the Contractor's' Project Specific Safety & Health Plan" is approved by the Office of Safety Quality Assurance Risk Management.

4. Failure of the Contractor to submit a plan or approvable plan, the Contractor maybe held in default. A delay in submitting the Contractor Project Specific Safety & Health Plan will not constitute grounds for contract schedule extension or delay claim.

SGP – 7.11 Cost and Price Certification (GP-7.26)

The following paragraph C. is hereby added to GP-7.26:

- C. The contractor or subcontractor shall maintain book and records that relate to the cost or pricing date for three (3) years from the date of final payment under the contract, unless a different period is otherwise authorized in the contract. Any cost and pricing information submitted in accordance with this GP-7.26 shall be subject to the provisions of COMAR 21.06.05.02 "Audits."

* * * * *

SGP – SECTION 8

PROSECUTION AND PROGRESS

SGP – 8.01 General

The following Article augments Section 8 of the General Provisions.

SGP – 8.02 Subcontracting (GP-8.01)

A. Prior to entering into any subcontract for work to be performed at the construction site, the Contractor shall give written notice to the Procurement Officer regarding the prospective subcontractor’s qualifications, and the Administration may require a copy of the prospective subcontract.

B. The cost of work performed by skilled and unskilled labor carried on Contractor’s own payroll, together with the cost of materials installed, shall be included in the specified minimum percentage specified in General Provision GP-8.01. If, during progress of the work, Contractor requests a reduction in such percentage, and the Procurement Officer determines that it would be to the Administration’s advantage, the percentage of work required to be performed by Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Procurement Officer.

C. Reference SGP 9.05 for subcontractor prompt payment.

SGP – 8.03 Notice to Proceed (GP-8.02)

Notice to Proceed will be issued within one hundred eighty (180) days after bid opening, unless mutually extended.

SGP – 8.04 Termination for Default, Damages for Delay, Time Extension (GP-8.08)

A. If the time of contract performance is specified in “calendar days”, the following table will be used as the basis for determining allowable time extensions to the contract for “unusually severe weather” at the construction site.

<u>Month</u>	<u>Working Day Delays to the Work Which May Be Expected to Occur as a Result of Normal Weather Conditions</u>	
	<u>Tunnel/Underground Work</u>	<u>Outdoor/Weather Sensitive</u>
January	3	8
February	3	8
March	2	7
April	2	4
May	2	4
June	2	1
July	2	2

August

3

2

Tunnel/Underground Work Outdoor/Weather Sensitive

September	1	2
October	1	2
November	1	4
December	2	5

B. Time extensions for weather delays during the months as listed above will only be allowed for working day delays in excess of those numbers listed above and only when those excess days of delay affect the driving activities of the work on projects without a CPM schedule. The calendar days or dates extension will be developed by multiplying the allowable working days extension by one of the following factors, as applicable.

1. Factor of 1.4 for those activities scheduled for five (5) day work week.
2. Factor of 1.2 for those activities scheduled for six (6) day work week.
3. Factor of 1.0 for those activities scheduled for a seven (7) day work.

On projects with a CPM Schedule the impact due to unusually severe weather will be determined by the analysis of the CPM schedule. Time extensions for indoor work will be based on delays to critical activities in the Projects Schedule.

Time extensions granted under this provision are non-compensable.

If the time of contract performance is specified in “working days”, the Provisions of this section (SGP-8.04) do not apply.

SGP – 8.05 Liquidated Damages (GP-8.09)

The Administration may recover liquidated damages by deducting the amount thereof from any moneys due or that may become due the Contractor, including current monthly estimated payments.

* * * * *

SGP – SECTION 9

PAYMENT

SGP – 9.01 General

The following Articles augment Section 9 of the General Provisions.

SGP – 9.02 Force Account Work (GP-9.02)

In lieu of General Provisions Article GP-9.02, the following shall prevail:

When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the Administration and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the Administration may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

A. Labor. For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.

B. Materials. For materials accepted by the Procurement Officer and used in the performance of the work, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth).

C. Equipment. For any machinery or equipment (other than small tools) whether rented or owned, the use of which has been authorized by the Procurement Officer, the Contractor shall receive those rates hereinafter specified. For purpose of definition, equipment with a new cost of \$1,000 or less will be considered small tools.

1. For owned equipment, the Contractor shall be paid at hourly rates derived from the applicable edition of the Rental Rate Blue Book (RRBB) for Construction Equipment by Penton Business Media/Equipment Watch. The rate to be paid will be the Blue Book monthly ownership rate for the make and model of equipment multiplied by the appropriate rate adjustment factors, divided by 176, plus the RRBB hourly operating cost. The rental rate for each item of equipment will be the sum of the base machine rate, specialized attachment rate as applicable (common attachments are considered included in the base rate) and operating rate(s) established at the time the equipment is being used.
2. For Contractor owned equipment not listed in the RRBB, an equitable hourly rate shall be established by the Procurement Officer based on Contractor furnished cost data and basic information concerning the equipment.

Information required to determine rates includes, but is not limited to, manufacture, year, size, model, capacity, acquisition cost and operating costs, and shall be furnished to the Procurement Officer prior to the use of the equipment.

3. Equipment rates shall apply for equipment in good working condition. The equipment shall be of approved size and capacity to provide the production required for the work to be done. Equipment not meeting these requirements may be used only with the approval of the Procurement Officer and at agreed reduced rates.
4. Equipment at the Construction Site. For use of onsite Contractor owned equipment in operation on force account work the Contractor will be paid in accordance with the following provisions:
 - a. The time to be paid for the use of equipment on the work shall be the number of hours the equipment is in operation on the force account work being performed. Less than thirty (30) minutes will be considered as ½ operation. The time shall include the time required on-site to move the equipment to the location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Loading and transportation costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for moving time or loading and transporting costs if the equipment is used at the location of the force account work on other than such force account work.
 - b. For equipment listed in the RRBB the operational hourly rate shall be as follows:

Up to eight (8) hours use in a day, the “Total Hourly Costs” shall be as listed in 1 above. Over eight (8) hours in a day, use 70% of the monthly rate divided by 176 plus the hourly operating costs. Idle or standby rates for equipment brought in solely for the use of the force account work will be paid at 50% of the monthly rate divided by 176 for not more than 8 hours per day.
 - c. For equipment not listed in the RRBB the operational hourly rate shall be the rate determined by the Procurement Officer, which rates shall include all costs of ownership, repair and operation, as determined by the Procurement Officer in accordance with paragraph C.2 above.

- d. Under this provision payment will not be made for idle or stand by time of existing equipment at the construction site.
5. Equipment not at the Construction Site. For the use of Contractor owned equipment moved in from off the site and used exclusively for force account work, the Contractor will be paid in accordance with the following provisions:
 - a. The Contractor will be paid for the cost of transporting the equipment to the location of the work and its return to its original location including the cost of loading and unloading as agreed upon by the Procurement Officer prior to the move. Should the Contractor desire the return of the equipment to a location other than its original location, the Administration will pay the cost of transportation provided such payment shall not exceed the cost of moving the equipment to the work.
 - b. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account work, shall include each day that the equipment is on the site exclusive of non-work days and will terminate at the end of the day on which the use of the equipment is no longer required for the force account work.
 - c. For those hours that the equipment is in operation on force account work, the Contractor shall be paid in accordance with paragraph C.4 above.
 - d. Idle or stand by time shall be the number of hours in a work day, up to a maximum of eight (8) hours, less the number operational hours paid for those days as provided in paragraph C.5c above.
 - e. The stand by rate for equipment listed in RRBB shall be 50% of the monthly rate divided by 176.
 - f. The standby rate equipment not listed in RRBB shall be 50% of the monthly rate divided by 176 as determined by the Procurement Officer in accordance with paragraph C.2 above.
6. When approved by the Procurement Officer, the use of rented equipment will be permitted in the performance of force account work. The Contractor shall be paid the actual costs incurred in the use of such equipment on the force account work. No transportation or idle time costs will be paid for the use of rental equipment not on the construction site exclusively for the force account work.

D. Subcontractors. The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., and C., above, plus the fixed amount for overhead and profit allowance computed as in F.

E. Superintendence. No additional allowance shall be made for general superintendence, Quality Assurance, the use small tools, or other costs for which no specific allowance is herein provided.

F. Other Compensation.

1. The adjustment in compensation shall be based on the following as documented and justified by the Contractor.
 - a. Fringes. Costs paid to or on behalf of workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits required by collective bargaining agreement or other employment contract.
 - b. Insurance. The incremental increase in premium costs resulting from the work for workman's compensation, liability or risk insurance, but only in the event that such coverage has not been provided by the Administration under the Contract.
2. Compensation for overhead and profit. The Procurement Officer and the Contractor shall negotiate a fixed amount for force account work performed pursuant to this SGP-9.02 by his forces and by his subcontractor(s), as compensation for overhead and profit for the work performed. Failure of the Contractor and the Procurement Officer to negotiate an amount consistent with applicable cost principles in COMAR 21.09.01, shall be treated as a dispute pursuant to GP-5.15 and the Contractor shall proceed diligently with the performance of the force account work to completion. The fixed amount shall not exceed the sum of thirty-five percent (35%) of items A, F.1.a. and F.1.b. and ten percent (10%) of items B. and C.6.
3. In addition, the Contractor's fixed amount may include an amount not to exceed five percent (5%) or five hundred dollars (\$500) whichever is higher of item D. (excluding subcontractor's fixed amount. However there will not be any such markup for subcontractor's below the first tier.
4. The Contractor will be compensated for overhead and profits by a fixed amount that shall include but not be limited to compensation for all costs of unemployment insurance contributions, Social Security taxes and bond premiums on the force account work.

The Overhead portion of Item A's markup includes Payroll taxes; included FICA, FUTA, SUTA, small tools and bond premiums.

G. Statements. No payment will be made for work performed on a force account basis until the Contractor furnished the Procurement Officer duplicated itemized statements of the cost of such force account work detailed as to the following:

1. Name, classification, date, daily hours, total hours, rate, and extension for such laborer, or foreman.
2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
3. Quantities of materials, prices and extensions.
4. Transportation of materials.
5. Payments of items under I.1. shall be accomplished by copies of certified payrolls. Under I.2., original receipted invoices for rentals must be provided if requested by the Procurement Officer. I.3. and I.4. shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

H. Special Items of Work – If the Procurement Officer and the Contractor, by agreement, determine that (a) an item of force account does not represent a significant portion of the total Contract price, and (b) such item of work cannot be performed by the forces of the Contractor or the forces of any of his subcontractors, and (c) it is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined in this Article SGP-9.02 would require, charges for such special force account work items may be made on the basis of invoices for such work without complete itemization of labor, materials and equipment rental costs. To such invoiced price, less a credit to the Administration for any case or trade discount offered or available, will be added five percent (5%) of the discounted price, in lieu of the percentages provided in this Article SGP-9.02. In no event will the price paid exceed the current fair market value of such work plus five percent (5%).

I. As provided in SGP-7.05, the Contractor's records shall be made available to the Administration at all reasonable times.

SGP – 9.03 Progress Payments (GP-9.03, GP-7.01C)

A. Retainage. Monthly estimates provisions apply except that when the five percent (5%) retainage amounts to 2½% of the total Contract value plus authorized extras and additions, no further retainage will be deducted and the 2½% of total Contract value retained will not be released until final payment, unless partially released in a semi-final payment.

B. Lump Sum Contract Items. When requested by the Procurement Officer, the Contractor shall submit a schedule of estimated costs breakdown, acceptable to the Procurement Officer, before partial payment will be made for such items. The estimated cost breakdown shall include items for the main classifications or work, and shall total the amount of the Bid Item. The values in the schedule will be used only for determining partial payments.

C. The provisions of GP-9.03A.3 shall not apply to this contract as it would conflict with and be in violation with the applicable federal grant and regulations.

D. When requested in writing by the Contractor and approved by the procurement officer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site in accordance with below:

Payment to the contractor under this section for materials on hand shall not be construed in any way as acceptance by the Administration of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in conformance with GP 5.13 (Acceptance for Maintenance).

1. For superstructure members delivered on the project an allowance of 100 percent of the material costs plus freight charges as invoiced may be made provided the cost does not exceed 90 percent of the Contract price of the applicable Contract item. The allowance will be based upon validated invoices or bills for material including freight charges, and a copy thereof shall be made a part of the documented records for the project.

2. For reinforcement steel, piling, pipe, traffic barrier, signs and sign assemblies, and other nonperishable material in storage on the project, but excluding aggregates, cement, seed, plants, fertilizer or other perishable items, an allowance of 100 percent of the invoiced cost of the material plus freight charges to the Contractor may be made provided the cost does not exceed 90 percent of the Contract price of the applicable Contract item. Such material shall be delivered and stock-piled at the project site after being tested by the Administration and found to have conformed to the Specifications or to have been accepted under an approved certification program prior to the allowance.

3. No allowance will be made for fuels, form lumber, falsework, temporary structures or other materials of any kind which will not become an integral part of the finished construction. No payment for stored material will be made if it is anticipated that the material will be incorporated into the work within 30 days of the written request. Only end product manufactured material or fully

fabricated products that are awaiting installation or incorporation into the finished work are eligible for prepayment. Components, elements, or ingredients of a finished product are not eligible for prepayment.

4. Material for which an allowance is requested shall be stored in an approved manner in areas within the State of Maryland where damage is not likely to occur. If any of the stored materials are lost or become damaged in any manner, the Contractor shall be responsible for repairing or replacing the damaged materials. The value of the lost or damaged material will be deducted from the Contractor subsequent estimates until replacement has been accomplished. The request for allowances for any materials stored on private property within the State of Maryland shall be accompanied by a release form the owner and/or tenant of such property agreeing to permit the removal of the materials from the property at no cost to the Administration.

The material shall be clearly marked with the Administration's Contract number on individual units. If the material is normally shipped to the project in bundles or other forms of packaging, the Administration's Contract number shall be clearly marked or affixed to the package. When the material is not stored at the actual project site, the material shall be physically separated by fencing or equivalent barrier from other materials stored at the same site. The material shall be accessible to the Administration at all times.

When it is considered impractical to store materials on the actual project, the Engineer may approve storage areas in the vicinity of the actual project which will be considered at the project site.

When storage of the materials within the State of Maryland is not practical, approval shall be obtained from the Resident Engineer for storage elsewhere. Storage of materials outside the State of Maryland will be subject to the conditions set forth in this provision and limited to materials exceeding twenty-five thousand dollars (\$25,000), which are designed and fabricated exclusively for use on a specific project.

5. Material for which payment has been made, either wholly or partially, shall not be removed from the approved location until such time that it is to be incorporated into the work unless authorized by the Engineer.

6. The Contractor shall submit a written request for payment to the Resident Engineer at least two weeks prior to the estimate cutoff date established by the Resident Engineer. The following items shall accompany the written request for payment:

- a. Consent of surety specifying the material type and the items in which the material is to be used.
- b. Validate invoices with the signature of an officer of the company supplying the material showing actual cost.

c. A notarized statement from the Contractor attesting that the invoices as submitted do not include charges or fees for placing, handling, erecting, or any other charges or markups other than the actual material cost, sales tax(es), if applicable and freight charges.

d. Bills of lading showing delivery of the material. The request for allowances for any materials stored on property outside the State of Maryland shall be accompanied by a release from the owner or tenant of such property agreeing to permit verification by the Inspector that the material is stored at the approved location, and to permit the removal of the materials from the property at no cost to the Administration.

e. Inspection test reports, certifications and/or a written statement from the Inspector attesting to the inspection and approval of the material. Upon receipt of the above by the Resident Engineer and verification by the Inspector that the material is stored at the approved location, the Resident Engineer will authorize payment.

f. A statement explaining why the material cannot be stored on the project, if the Contractor is requesting to store material at a location other than the project site. The statement shall include the methods of storage, separation, and identification to be used by the Contractor. The Contractor shall provide a method of inventory control and withdrawal satisfactory to the Administration which shall be used by the Contractor to monitor materials not stored on the project.

g. A breakdown of the Contract line item bid unit price showing the relationship of the cost of the stored material to the costs of all other materials, labor, and components of the work included in the Contract line item unit price bid by the Contractor.

E. Upon receipt of the above by the Resident Engineer and verification by the Inspector that the material is stored at the approved location, the Resident Engineer will authorize payment.

F. The Contractor shall pay the material provider the amount shown on the invoice within 10 days of receipt of payment from the And. Evidence of payment shall be provided to the Administration. Failure to make invoice payments as specified will be cause to deduct the monies from future estimates and/or deny future stored materials payment requests.

G. Copies of all pertinent data shall be made by the Contractor and distributed to the Inspector for retention as part of the documented records for the project.

SGP – 9.04 Scope of Payment GP-9.01)

Payment at Contract Prices. The contract price for an item of the work shall include full compensation for all costs of that item, including the costs of any work,

materials and equipment incidental to the item but not specifically shown or described in the drawings and specifications, subject only to such express limitations as may be stated in the specifications defining the item or prescribing payment therefor.

The contract prices shall include full compensation for all costs of any work, materials, equipment required by the drawings and specifications at the time of contract award, but not covered by a contract price or otherwise expressly made the subject of direct payment.

SGP – 9.05 Subcontractors – Prompt Payment

A. The Contractor is responsible for making timely payments to all subcontractors and suppliers as required in the State Finance and Procurement Article of the Annotated Code of Maryland, Section 15-226. The Contractor also shall comply with the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Section 17-106.

B. This contract and all subcontracts issued under this contract are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. In paragraphs C—E below, the terms "undisputed amount", "prime contractor", "contractor", and "subcontractor" have the meanings stated in COMAR 21.10.08.01.

C. A contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 days after the contractor receives a progress payment or final payment for work under this contract.

D. If a contractor fails to make payment within the period prescribed in §B, a subcontractor may request a remedy in accordance with COMAR 21.10.08.

E. A contractor shall include in its subcontracts for work under this contract, wording that incorporates the provisions, duties, and obligations of §§A—D, State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

* * * * *

SGP – SECTION 10

FEDERAL AND STATE REQUIREMENTS

SGP – 10.01 DELETED

SGP – 10.02 Reserved

SGP – 10.03 Ethics

A. The Contractor shall comply with any State code of conduct or standards of conduct, in effect on or after the award of this Contract. Such code or standards shall govern the actions of the Contractor's officers, employees, board members, or agents engaged in the award or administration of subcontracts or other arrangements supported with Federal assistance.

B. The Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor or other participant at any tier of the Project, or agent thereof; nor shall a Contractor employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties identified herein has a financial interest in the entity selected for award. Further, the Contractor shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain.

(1) Personal Conflicts of Interest. The Contractor shall prohibit its employees, officers, board members, or agents from participating in the selection, award, or administration of any subcontract, or other arrangement at any tier, supported by Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the entity selected for award.

(2) Organizational Conflicts of Interest. The Contractor shall identify and prevent real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed subcontract, or other arrangement at any tier may, without some restrictions on future activities, results in an unfair competitive advantage to the subcontractor or other participant at any tier of the Project or impair its objectivity in performing the contract work.

C. Debarment and Suspension. The Contractor agrees to comply, and to assure the compliance of each subcontractor or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of

Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. The Contractor agrees, and shall assure that its subcontractors other participant at any tier of the Project will, review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any subcontract or other arrangement in connection with the Project.

D. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain this Contract.

E. Lobbying Restrictions. The Contractor agrees that:

(1) In compliance with 31 U.S.C. § 1352(a), it will not use the proceeds of this Contract to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Contract;

(2) In addition, the Contractor will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each subcontractor or other participant at any tier of the Project with U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

F. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to the Contractor’s activities in connection with the Project. By executing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation, directly or indirectly, to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation directly or indirectly to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

G. Trafficking in Persons. To the extent applicable, the Contractor agrees to comply with, and assures the compliance of each subcontractor with, the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of this subsection 3.g of this Contract

consistent with U.S. OMB guidance, “Trafficking in Persons: Grants and Cooperative Agreements,” 2 C.F.R. Part 175:

(1) Definitions. For purposes of this subsection G, the Contractor agrees that:

(a) Employee means an individual who is employed by the Contractor or a subcontractor under this Contract.

(b) Forced labor means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(c) Private entity:

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

2. Includes a for-profit organization, and also a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

(d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102(e). Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(e) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(2) The Contractor agrees:

(a) To inform the Administration immediately of any information it receives from any source alleging a violation of a prohibition in subsection G (2) (c) below.

(b) That the Administration may unilaterally terminate the Contract if the Contractor, a subcontractor, or other Participant at any tier, or an employee of any of them, violates subsection G (2) (c) or the provisions of 22 U.S.C. § 7104(g). The Administration’s right to terminate implements FTA’s right to terminate unilaterally:

1. Under subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and

2. Is in addition to all other remedies for noncompliance that are available to the Administration under this Contract and to the Federal Government.

(c) That:

1. Neither it, its subcontractors, or other participants at any tier, or the employees of any of them, will engage in severe forms of trafficking in persons during the period of time that this Contract is in effect;

2. Neither it, its subcontractors, or other participants at any tier, or the employees of any of them, will procure a commercial sex act during the period of time that this Contract is in effect; or

3. Neither it, its subcontractors, or other participants at any tier, or the employees of any of them, will use forced labor in the performance of this Contract or any subcontract;

4. The provision of this subsection G (2) (c) will be included in all subcontracts and any other arrangement under this Contract at any tier.

H. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

I. The Bidder will be required to certify that he is or is not included on the United States Comptroller General's Consolidated List of Persons of Firms Currently Debarred for Violations of Various Public Contracts "Incorporating" Labor Standard Provisions and the State list of Businesses and Persons Suspended or Debarred from doing Business with a Public Body. If the bidder is on such lists, he will not be eligible for Award of Contract.

SGP – 10.04 Reserved

SGP - 10.05 Civil Rights (GP-7.20)

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor or other participant at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal

Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws and regulations in accordance with applicable Federal directives affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The Contractor agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Contract and the award and performance of any subcontract or other arrangement under this Contract in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subcontracts, and other arrangements under this Contract.

e. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U. S. Department of Transportation regulations at 49 C.F.R. Part 25 that prohibit discrimination on the basis of sex that may be applicable.

f. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

g. Access for Individuals with Disabilities. To the extent applicable, the Contractor shall comply with 49 U.S.C. § 5301 (d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing the services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also shall comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later

amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Contractor shall to facilitate compliance with the policies of Executive Order No. 13166,

“Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The shall facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note; and DOT Order 5620.3, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the federal government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws and regulations, and follow applicable Federal directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

The Contractor shall include this clause in each subcontract and purchase order issued under the Contract. It is further agreed that the clause shall not be modified, except to identify the parties who will be subject to its provisions.

SGP – 10.06 MTA Affirmative Action Requirements (GP-7.29)

A. Copies of the MTA Affirmative Action Requirements are available at the Maryland Transit Administration, Office of Equal Opportunity, 6 St. Paul Street, 20th Floor, Baltimore, Maryland 21202-1614.

B. Bid conditions of the MTA Affirmative Action Requirements are included in the Contract Specifications Book. The Contractor shall submit signed copies of the required exhibits which are included in the Bid Documents.

SGP – 10.07 Prohibited Interest

No member, officer, or employee of the Administration or of any local public body during his tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SGP – 10.08 – NOT USED

SGP – 10.09 DELETED

SGP – 10.10 DELETED

SGP – 10.11 Reserved

SGP – 10.12 Reserved

SGP – 10.13 DELETED

SGP – 10.14 Buy America Requirement (GP-7.01C, GP-7.28, SGP-7.08)

A. The Contractor shall comply with 49 U.S.C. § 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments thereto.

B. The more stringent requirements of either the above cited law or the State of Maryland law and regulations, as listed in Article GP-7.28, shall prevail.

SGP – 10.15 Compliance With Environmental Standards

The contractor agrees to comply with all the following statutes as well as applicable standards, orders, regulations, directives, or requirements issued by the Environmental Protection Agency (EPA) and other agencies: and National environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq; the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Sections 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53. Additionally, to the extent applicable, the contractor, and its subcontractors, agree to comply with the requirements of Section 14 of the Federal Transit Act, as amended, 49 U.S.C. Section 1610; the Council on Environmental Quality Regulations, 40 CFR. Part 1500 et seq; and the joint FHWA/FTA Regulations, “Environmental Impact and Related Procedures,” at 23 CFR. Part 771 and 49 CFR. Part 622. The contractor shall be responsible for reporting any violations of those laws, regulations, and orders to the FTA and the EPA Assistant Administrator for Enforcement (EN-329).

SGP – 10.16 Energy Conservation

The contract shall comply with mandatory standards and policies relation to energy efficiency which are contained in the applicable state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

**MDOT MTA SUPPLEMENTARY GENERAL PROVISIONS FOR
CONSTRUCTION CONTRACTS
State Funded Projects Only
ADDENDUM No. 1**

In accordance with COMAR 21.07.02.05-3, add the following language to SGP—9.03 Progress Payments (GP—9.03, GP—7.01C) A. Retainage:

- A. Sections a-e apply if the contractor has furnished 100 percent payment security and 100 percent performance security.
- B. The contractor may not retain from any payment due a lower tier subcontractor a percent of the payment greater than the percent for retainage specified in the contract.
- C. A subcontractor at any tier may not retain from any payment due a lower tier subcontractor a percent of the payment greater than the percent retained from the subcontractor.
- D. A contractor and a subcontractor are not prohibited by §§ a and b, from withholding an amount in addition to retainage if the contractor or subcontractor determines that a subcontractor's performance under the subcontract provides reasonable grounds for withholding the additional amount.
- E. The contractor and each subcontractor at any tier shall include, in all of their subcontracts for work called for by this contract, wording that incorporates the provisions of §§ B—G.

ALL CLAUSES OF SUPPLEMENTARY GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS, State Funded Projects only, shall include the language of COMAR 21.07.01, Mandatory Contract Provisions and COMAR 21.07.02, Mandatory Construction Contract Clauses, as revised from time to time.

Appendix L
General Provisions

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION



MARYLAND TRANSIT ADMINISTRATION

**GENERAL PROVISIONS
FOR CONSTRUCTION
CONTRACTS**

OCTOBER, 2001

**TABLE OF CONTENTS
GENERAL PROVISIONS**

<u>Section</u>	<u>Item</u>	<u>Page</u>
GP - SECTION 1		
DEFINITIONS AND TERMS		1
1.01	General	1
1.02	Organizational Structure	1
1.03	Organizational Definitions	1
1.04	Abbreviations	2
1.05	Definitions	3
GP - SECTION 2		
BIDDING REQUIREMENTS AND CONDITIONS		7
2.01	Bid Irrevocable	7
2.02	Contents of Bid Forms	7
2.03	Interpretation of Quantities in Bid Schedule	7
2.04	Site Investigation	7
2.05	Taxes - Responsibility for Payment, Exemptions Forms to File, etc.	8
2.06	Preparation of Bid	8
2.07	Proposal Guaranty	9
2.08	Delivery of Bids	9
2.09	Communications and Interpretations - Prior to Bid Openings	9
2.10	Amendments to Invitations for Bids	10
2.11	Pre-Opening Modification or Withdrawal of Bids	10
2.12	Late Bids, Late Withdrawals, and Late Modification	10
2.13	Opening and Recording of Bids	11
2.14	Mistakes in Bids	11
2.15	Minor Irregularities or Informalities	12
2.16	Cancellation of Invitations for Bids	13
2.17	Rejection of Individual Bids or Proposals	13
2.18	Rejection of All Bids	14
2.19	Bid Evaluation and Award	14
2.20	Tie Bids	15
2.21	Resident Business Preference	15
2.22	Multiple or Alternate Bids	16
2.23	Bid Protests	16
GP - SECTION 3		
AWARD AND EXECUTION OF CONTRACT		17
3.01	Award of Contract (See GP-2.19)	17
3.02	Return of Proposal Guaranty	17
3.03	Performance Bond and Payment Bond Requirements	17
3.04	Execution of Contract	17
3.05	Failure to Execute Contract	18

<u>Section</u>	<u>Item</u>	<u>Page</u>
GP - SECTION 4		
SCOPE OF WORK		19
4.01	Intent of Contract	19
4.02	General Provisions Controlling	19
4.03	Entire Contract	19
4.04	Variations in Estimated Quantities	19
4.05	Differing Site Conditions	20
4.06	Changes	20
4.07	Negotiated Payment Provision	22
4.08	Unauthorized Work	22
4.09	Final Clean Up	22
4.10	Warranty of Construction	22
GP - SECTION 5		
CONTROL OF THE WORK		24
5.01	Authority of the Procurement Officer	24
5.02	Conformity with Contract Requirements	24
5.03	Discrepancies in the Contract Documents	24
5.04	Cooperation by Contractor	25
5.05	Cooperation with Utilities	25
5.06	Cooperation Between Contractors	25
5.07	Authority and Duties of Inspectors	26
5.08	Inspection of Work	26
5.09	Removal of Defective Work	27
5.10	Load Restrictions	27
5.11	Maintenance of Work During Construction	28
5.12	Failure to Maintain Entire Project	29
5.13	Acceptance for Maintenance	29
5.14	Claims	30
5.15	Disputes	31
GP - SECTION 6		
CONTROL OF MATERIAL		33
6.01	General	33
6.02	Storage and Handling of Materials	33
6.03	Unacceptable Materials	33
6.04	Administration Furnished Material	34
GP - SECTION 7		
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC		35
7.01	Compliance with Laws	35
7.02	Permits and Licenses	35
7.03	Patented Devices, Materials and Processes	35

<u>Section</u>	<u>Item</u>	<u>Page</u>
7.04	Federal Participation	36
7.05	Construction Safety and Health Standards	36
7.06	Public Convenience and Safety	36
7.07	Detours	37
7.08	Barricades and Warning Signs	37
7.09	Flagging of Motor Vehicle Traffic	38
7.10	Maintenance of Traffic	38
7.11	Preservation and Restoration of Property	38
7.12	Land, Air and Water Pollution	39
7.13	Responsibility for Damage Claims	39
7.14	Liability Insurance	40
7.15	Use and Possession Prior to Completion	40
7.16	Contractor's Responsibility for Work	40
7.17	Contractor's Responsibility for Utility Property and Services	41
7.18	Personal Liability of Public Officials	41
7.19	No Waiver of Legal Rights	42
7.20	Nondiscrimination in Employment	42
7.21	Sanctions Upon Improper Acts	43
7.22	Nonhiring of Employees	43
7.23	Choice of Law	44
7.24	Contingent Fee Prohibition	44
7.25	Multi-Year Contracts Contingent Upon Appropriations	44
7.26	Cost and Price Certification	45
7.27	Corporate Registration and Tax Payment Certification	45
7.28	"Buy American Steel" Act	45
7.29	Minority Business Enterprise and Affirmative Action	45
7.30	Prevailing Wage Contracts for Public Works	46
7.31	Small Business Procurements	46
7.32	Financial Disclosure	46
7.33	Political Contribution Disclosure	46
7.34	Conflict of Interest Law	47
7.35	Pre-Existing Regulations	47
7.36	Retention of Records	47

GP - SECTION 8

PROSECUTION AND PROGRESS	48
8.01 Subcontracting	48
8.02 Notice to Proceed	48
8.03 Prosecution of the Work	48
8.04 Progress Schedule	49
8.05 Limitations of Operation	49
8.06 Character of Workmen, Methods and Equipment	49
8.07 Suspension of Work	50

<u>Section</u>	<u>Item</u>	<u>Page</u>
8.08	Termination for Default-Damages for Delay- Time Extensions	51
8.09	Liquidated Damages	52
8.10	Termination for Convenience of the State	53
8.11	Successful Termination of Contractor's Responsibility	58
GP - SECTION 9		
PAYMENT		59
9.01	Scope of Payment	59
9.02	Force Account Work	59
9.03	Progress Payments	62
9.04	Final Acceptance and Final Payment	64
9.05	Late Payments	66
GP - SECTION 10		
MARYLAND DRIVER/VEHICLE LAWS AND REGULATIONS		68
10.01	Conformance with Maryland Driver/Vehicle Laws & Regulations	68

INDEX

<i>Item</i>	<i>Section</i>	<i>Page</i>
A		
Abbreviations	1.01	2
Acceptance for Maintenance	5.13	29
Accidents	7.14	40
Acknowledgements	2.10	10
Administration	1.03	1
Administration Furnished Materials	6.04	34
Administrator	1.03	1
Amendments to Invitations for Bids	2.10	10
Authority and Duties of Inspectors	5.07	26
Authority of the Procurement Officer	5.01	24
Award	1.05	3
Award of Contract	3.01	17
B		
Barricades and Warning Signs	7.08	37
Bids		
Amendments to Invitation for	2.10	10
Bond	1.05	3
Bidder	1.05	3
Confirmation of	2.14	11
Delivery of	2.08	9
Evaluation and Award	2.19	14
Form	1.05	3
Invitation for	1.05	5
Irrevocable	2.01	7
Late	2.12	10
Mistakes in	2.14	11
Multiple or Alternate	2.22	16
Opening and Recording of	2.13	11
Preparation of	2.06	8
Protests	2.23	16
Rejection of All	2.18	14
Samples and Descriptive Literature	2.06	8
Schedule	2.03	7
Board	1.05	3
Bond		
Requirements	3.03	17
Business	1.05	3
Buy American Steel Act	7.28	45
C		
Calendar Day	1.05	3

INDEX

<i>Item</i>	<i>Section</i>	<i>Page</i>
Cancellation of Invitation for Bids	2.16	13
Changes	4.06	20
Change Order	1.05	3
Character of Workmen, Methods and Equipment	8.06	49
Choice of Law	7.23	44
Claims	5.14	30
Communications and Interpretations		
Prior to Bid Opening	2.09	9
Compensation	9.02	59
Compliance with Federal Law	7.20	42
Compliance with Laws	7.01	35
Compliance with State Laws and Regulations	7.20	42
Confidential Data	2.13	11
Confirmation of Bid	2.14	11
Conflict of Interest Law	7.34	47
Conformity with Contract Requirements	5.02	24
Construction	1.05	3
Warranty of	4.10	22
Construction Safety and Health Standards	7.05	36
Content of Written Protest	2.23	16
Contents of Bid Forms	2.02	7
Contingent Fee Prohibition	7.24	44
Contract		
Award and Execution	3.00	17
Conformity with Requirements	5.02	24
Documents	1.05	4
Drawings	1.05	4
Failure to Execute	3.05	18
Intent of	4.01	19
Item (Pay Item)	1.05	4
Modification	1.05	4
Notice to Proceed	1.05	5
Subcontracting	1.05, 8.01	5, 48
Contractor		
Cooperation	5.04, 5.06	25, 25
Fixed Fee	9.02	59
Responsibility for Utility Property and Services	7.17	41
Responsibility for Work	7.16	40
Control of the Work	5.00	24
Cooperation with Utilities	5.05	25
Corporate Registration and Tax Payment		

INDEX

<i>Item</i>	<i>Section</i>	<i>Page</i>
Certification	7.27	45
Cost and Price Certification	7.26	45
Current Estimates	9.03	62
D		
Day	1.05	4
Damages		
Liquidated	8.09	52
Responsibility for Claims	7.13	39
Responsibility for Utility	7.17	41
Termination	8.08, 8.10	52, 53
Defective Work, Removal of	5.09	27
Definition (Tie Bid)	2.20	15
Definitions	1.05	3
Delivery of Bids	2.08	9
Determination of Lowest Bidder	2.19	14
Detours	7.07	35
Differing Site Conditions	4.05	20
Discrepancies in the Contract Documents	5.02	24
Disposition of Bid Security	2.11	10
Disputes	5.15	31
E		
Engineer	1.03	1
Equipment	9.02	59
Escrow Accounts for Retained Funds	9.03	62
Execution of Contract	3.04	17
F		
Failure to Maintain Entire Project	5.12	29
Federal Participation	7.04	36
Final Acceptance and Final Payment	9.04	64
Final Clean Up	4.09	22
Financial Disclosure	7.32	46
Fire Hydrants	7.06, 7.17	36, 41
Flagging of Motor Vehicle Traffic	7.09	38
Force Account Work.	9.02	59
Form	2.10	10

INDEX

<i>Item</i>	<i>Section</i>	<i>Page</i>
G		
General		
Definitions and Terms	1.01	1
Minor Irregularities or Informalities	2.15	12
Bid Evaluation and Award	2.19	14
Control of Material	6.01	33
General Provisions Controlling	4.02	19
I		
Inspection of Work	5.08	26
Inspectors	1.03, 5.07	1, 26
Insurance, Liability	7.14	40
Interpretation of Quantities in Bid		
Schedule	2.03	7
L		
Land, Air and Water Pollution	7.12	39
Late Payments	9.05	66
Legal Relations and Responsibility to Public	7.00	35
Liability, Personal of Public Officials	7.18	41
Limitations of Operation	8.05	49
Liquidated Damages	8.09	52
Load Restrictions	5.10	27
Lowest Bidder	2.19	14
Lump Sum Contracts	9.03	62
M		
Mailboxes, Maintained or Reset	7.06	36
Maintenance of Traffic	7.10	38
Maintenance of Work During Construction	5.11	28
Maryland Driver/Vehicle Laws and Regulations		68
Minority Business Enterprise and Affirmative Action	7.29	45
Minor Irregularities or Informalities	2.15	12
Mistakes to be Corrected	2.14	11
Multi-Year Contracts Contingent Upon Appropriations	7.25	44
N		
Negotiated Payment Provision	4.07	22
Non-Discrimination in Employment	7.20	42
Non-Hiring of Employees	7.22	43
Notice to Proceed	8.02	48

INDEX

<i>Item</i>	<i>Section</i>	<i>Page</i>
No Waiver of Legal Rights	7.19	42
O		
Organizational Definitions	1.03	1
Organizational Structure	1.02	1
P		
Patented Devices, Materials and Processes	7.03	35
Performance Bond and Payment Bond Requirements	3.03	17
Permits and Licenses	7.02	35
Plants, Seed, Sod	7.16	40
Political Contribution Disclosure	7.33	47
Pre-Existing Regulations	7.35	46
Pre-Opening Modification or Withdrawal of Bids	2.11	10
Preservation and Restoration of Property	7.11	38
Prevailing Wage Contracts for Public Works	7.30	46
Progress Payments	9.03	62
Progress Schedule	8.04	49
Proposal Guaranty	2.07	9
Prosecution of the Work	8.03	48
Public Convenience and Safety	7.06	36
R		
Railroad Right of Way, Operations Within	7.13	40
Rejection of Individual Bids or Proposals	2.17	13
Removal of Defective Work	5.09	27
Resident Business Preference	2.21	15
Responsibility for Damage Claims	7.13	39
Restrictions		
Bids	2.06	8
Steel	7.28	45
Load	5.10	27
Public Convenience and Safety	7.06	36
Wage	7.30	46
Retention of Records	7.36	47
Return of Proposal Guaranty	3.02	17
S		
Samples and Testing		
Control of Material	6.01	33
Failures	6.03	33
Storage and Handling	6.02	33

INDEX

<i>Item</i>	<i>Section</i>	<i>Page</i>
Sanctions Upon Improper Acts	7.21	43
Scope of Payment	9.01	59
Site Investigation	2.04	7
Small Business Procurements	7.31	46
Storage and Handling of Materials	6.02	33
Subcontracting	8.01	48
Successful Termination of Contractor's Responsibility	8.11	58
Suspension of Work	8.07	50
Specifications		
Definition	1.05	3
T		
Taxes		
Responsibility for Payment, Exemptions, Forms to File, etc.	2.05	8
Termination for Convenience of the State	8.10	53
Termination for Default, Damages for Delay, Time Extensions	8.08	51
Tie Bid	2.20	15
Traffic Control Devices	7.08	37
U		
Unacceptable Materials	6.03	33
Unauthorized Work	4.08	22
Use and Possession Prior to Completion	7.15	37
V		
Variations in Estimated Quantities	4.04	19
Verbal Inquiries	2.09	9
W		
Work		
Control	5.00	24
Force Account	9.02	59
Prosecution of	8.03	48
Scope of	4.00	19
Suspension of	8.07	50

**GENERAL PROVISIONS
GP - SECTION 1
DEFINITIONS AND TERMS**

GP-1.01 GENERAL

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

GP-1.02 ORGANIZATIONAL STRUCTURE

The Maryland Department of Transportation is composed of the following Administrations:

- (i) Maryland Port Administration
- (ii) Maryland Transit Administration
- (iii) State Highway Administration
- (iv) Maryland Aviation Administration
- (v) Motor Vehicle Administration; and
- (vi) Office of the Secretary, Administration

GP-1.03 ORGANIZATIONAL DEFINITIONS

Administration - The word "Administration" shall mean any one of the Administrations within the Maryland Department of Transportation, as listed in GP-1.02.

Administrator - The chief executive officer of an Administration.

Department - The word "Department" shall mean the Maryland Department of Transportation.

Engineer - Any person designated by the Administrator or the procurement officer, acting directly or through his duly authorized representative, such representative acting within the scope of the particular duties assigned to him or of the authority given him.

Inspector - The authorized representative of the procurement officer assigned to make detailed inspection of any or all portions of the work, or materials therefor.

Procurement Officer - Any person authorized by a State agency in accordance with law or regulations to formulate, enter into, or administer Contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

Secretary - The chief executive officer of the Maryland Department of Transportation.

GP-1.04 ABBREVIATIONS

AAN	American Association of Nurserymen
AAPA	American Association of Port Authorities
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATA	American Transit Association
AWWA	American Water Works Association
AWS	American Welding Society
AWPA	American Wood Preservers Association
AGC	Associated General Contractors of America
BOCA	Building Officials Conference of America
COMAR	Code of Maryland Regulations
CRSI	Concrete Reinforcing Steel Institute
EI	Edison Electric Institute
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration, U.S. Department of Transportation
FCC	Federal Communications Commission
FHWA	Federal Highway Administration, U.S. Department of Transportation
FRA	Federal Railway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards, General Services Administration
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineers Society
IPCEA	Insulated Power Cable Engineers Association
IRT	Institute for Rapid Transit
MBMA	Metal Building Manufacturers' Association
MSMT	Maryland Standard Method of Tests (as developed by the State Highway Administration)
MUTCD	Manual on Uniform Traffic Control Devices

NBFU	National B oard of Fire Underwriters
NBS	National B ureau of Standards
NEC	National E lectric Code
NEMA	National E lectrical M anufacturers' Association
NFPA	National F ire P rotection Association
OSHA	O ccupational S afety and H ealth Administration
RLMI	R eflector and L amp M anufacturers' Institute
SAE	S ociety of A utomotive E ngineers
SAWP	S ociety of A merican W ood P reservers
ULI	U nderwriters L aboratories, I ncorporated
UMTA	U rban M ass T ransportation Administration, U.S. Department of Transportation

GP-1.05 DEFINITIONS

Award - The decision by a procurement agency to execute a purchase agreement or Contract after all necessary approvals have been obtained.

Bid - A statement of price, terms of sale, and description of the supplies, services, construction or construction-related services offered by a bidder to the State in response to an Invitation for Bids.

Bid Bond - See Proposal Guaranty.

Bid Form - The approved form on which an Administration requires bids to be set forth and submitted.

Bidder - A person formally submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

Board - The Board of Public Works of the State of Maryland.

Business - A corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.

Calendar Day - Every day shown on the calendar, Saturdays, Sundays and holidays included.

Change Order - A written order signed by the responsible procurement officer, directing a Contractor to make changes which the changes clause of a Contract authorizes the procurement officer to order with or without the consent of the Contractor.

Construction - The process of building, altering, repairing, improving or demolishing any structure, building, or other improvement to real property.

Contract - Any agreement entered into by a procurement agency for the acquisition of supplies, services, construction, construction related services, architectural services or engineering services.

Contract does not include:

- (1) Collective bargaining agreements with employee organizations or agreements creating employer employee relationships, as defined in Article 4A, Section 15A(a) (3), Annotated Code of Maryland.
- (2) Medicaid, Medicare, Judicare, or similar reimbursement contracts which user eligibility and cost are set by law or regulation.

Contract Documents - The written agreement executed between an Administration and the successful bidder, covering the performance of the work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the work and furnish the labor, equipment and materials, and by which the Administration is obligated to compensate him therefor at the mutually established and accepted rate or price. The Contract shall include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Change Orders and Supplemental Agreements that are required to complete the construction of the work in an acceptable manner, including authorized extension thereof.

Contract Drawings - See definition of "Plans".

Contract Item (Pay Item) - An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials, described herein or described in any Supplemental Specifications or Special Provisions.

Contract Modification - Any written alteration in the Specifications, delivery point, date of delivery, Contract period, price, quantity, or other provision of any existing Contract, whether accomplished in accordance with a Contract Provision, or by mutual action of the parties to the Contract. It includes change orders, extra work orders, supplemental agreements, Contract amendments, or reinstatements.

Contractor - Any person having a Contract with a procurement agency. Contractor does not include an employee with an employment Contract, or an employee organization with a collective bargaining agreement.

Day - Calendar day unless otherwise designated.

Invitation for Bids - Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement procedures including requests for quotations.

Materials - Any substances specified for use in the construction of the project and its appurtenances.

Notice to Contractors - The advertisement for Bids for all required work or materials. Such advertisement will indicate the location and magnitude of the work to be done or the character and quantity of the material to be furnished and the time and place of the opening of bids.

Notice to Proceed - A written notice to the Contractor of the date on or before which he shall begin the prosecution of the work to be done under the Contract.

Payment Bond - Security as stated in COMAR 21.06.07.01B as a guarantee that Contractor will pay in full all bills and accounts for materials and labor used in the work, as provided by law.

Performance Bond - Security as stated in COMAR 21.06.07.01B, guaranteeing complete performance of the Contract.

Person - Any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club, or other organization or legal entity.

Plans - The official drawings issued by the Administration as part of the Contract Documents, including those incorporated in the Contract Documents by reference.

Proposal - The response by an offeror to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to an offeror's price and terms for the proposed Contract, and description of technical expertise, work experience and other information as requested in the solicitation. As used herein the word "proposal" means "bid".

Proposal Guaranty - The security, in the form stated in COMAR 21.06.07.01B, designated in the Proposal, to be furnished by the offeror as a guaranty of good faith to enter into a Contract with the State, if the work of constructing the improvement is awarded to him.

Responsible Bidder or Offeror - A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability that shall assure good faith performance.

Responsive Bid - A bid submitted in response to an Invitation for Bids that conforms in all material respects to the requirements contained in the Invitation for Bids.

Specification - A written description of functional characteristics, or the nature of a construction item to be procured. It may include a statement of any of the user's requirements and may provide for inspection, testing, or preparation of a construction item before procurement.

State - The State of Maryland acting through its authorized representative.

Subcontractor - Any person undertaking the construction of a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the (consent of the surety and the) approval of the Administration.

Superintendent - The executive representative of the Contractor authorized to receive and execute instructions from the procurement officer, and who shall supervise and direct the construction.

Supplemental Specifications - Additions and revisions to the Standard Specifications. Generally include new or improved procedures, construction items or materials developed subsequent to the publication of Standard Specifications.

Surety - The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts pertaining to the work. When applying to the Bid Bond, it refers to the corporate body which engages to be responsible in the execution by the bidder of a satisfactory Contract.

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

GP - SECTION 2 BIDDING REQUIREMENTS AND CONDITIONS

GP-2.01 BID IRREVOCABLE

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

GP-2.02 CONTENTS OF BID FORMS

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

GP-2.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

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

GP-2.04 SITE INVESTIGATION

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

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

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

GP-2.06 PREPARATION OF BID

- (a) The bidder shall submit his bid upon the blank form(s) furnished by the Administration. The bidder shall specify a price in dollars and cents for each pay item given, and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, together with the total amount of the bid obtained by adding the amounts of the several items.
- (b) The bid form(s) shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, the same shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the By-Laws or a copy of a Board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the corporate secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the corporate secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case, where a bid is signed by an Attorney in Fact, the same must be accompanied by a copy of the appointing document, duly certified. All bids shall be signed in ink. All erasures or alterations shall be initialed by the signer in ink.

- (c) **Bid Samples and Descriptive Literature.** If the Invitation for Bids requires the bidder to furnish samples or descriptive literature, it shall be submitted with the bid, unless the Invitation for Bids provides otherwise.
- (d) Offerors shall identify those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed by the State under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

GP-2.07 PROPOSAL GUARANTY

- (a) No bid will be considered for any Contract in excess of \$100,000 unless accompanied by a guaranty in an amount not less than 5 percent of the amount bid, or such amount as may be specified elsewhere in the bid documents and made payable to the State of Maryland.
- (b) Acceptable forms of security for bid guaranty shall be:
 - (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
 - (2) A bank certified check, bank cashier's check, bank treasurer's check, or trust account;
 - (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State of Maryland; or
 - (4) Cash - if submitted pursuant to COMAR 21.06.07.01C.

GP-2.08 DELIVERY OF BIDS

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

GP-2.09 COMMUNICATIONS AND INTERPRETATIONS - PRIOR TO BID OPENING

Any information regarding the requirements or the interpretation of any provision of the General Provisions, Special General Provisions, Specifications or any part of the bidding documents shall be requested, in writing, from the procurement officer, and delivered no later than 10 days prior to the scheduled date of bid opening. Responses to questions or

inquiries having any material effect on the bids shall be made by written addenda, or by written notice sent to all prospective bidders. **DO NOT MAKE VERBAL INQUIRIES.**

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

GP-2.10 AMENDMENTS TO INVITATIONS FOR BIDS

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

GP-2.11 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

- (a) **Procedure.** Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids before the time and date set for bid opening. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office before the time and date set for bid opening shall be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at the telegraph company's office before the time and date set for bid opening.
- (b) **Disposition of Bid Security.** If a bid is withdrawn in accordance with this regulation, the bid security, if any, shall be returned to the bidder.

GP-2.12 LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATION

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

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

GP-2.13 OPENING AND RECORDING OF BIDS

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

GP-2.14 MISTAKES IN BIDS

- (a) **Mistakes Discovered Before Opening.** A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in GP-2.11.
- (b) **Confirmation of Bid.** If the procurement officer knows or has reason to conclude that a mistake may have been made, the bidder may be required to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn upon written approval of the Office of the Attorney General if any of the following conditions are met:

 - (1) If the mistake and intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
 - (2) A bidder may be permitted to withdraw a low bid if:

- (a) A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) The bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.
- (c) **Mistakes Discovered After Award.** Mistakes may not be corrected after award of the Contract except when the procurement officer and the head of a procurement agency makes a determination that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Corrections shall be submitted to and approved by the Office of the Attorney General.

GP-2.15 MINOR IRREGULARITIES OR INFORMALITIES

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

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

A minor irregularity is one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid or proposal from the exact requirement of the solicitation, the correction or waiver of which would not be prejudicial to other bidders or offerors. The defect or variation in the bid or proposal is immaterial and inconsequential when its significance as to price, quantity, quality, or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured and the intent and meaning of the entire bid or proposal is clear.

GP-2.16 CANCELLATION OF INVITATIONS FOR BIDS

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

GP-2.17 REJECTION OF INDIVIDUAL BIDS OR PROPOSALS

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

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

GP-2.18 REJECTION OF ALL BIDS

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

GP-2.19 BID EVALUATION AND AWARD

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

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

- (1) The unit price will govern in the event of a discrepancy between the unit price bid and the extended price (product of unit price multiplied by the quantity).

- (2) The sum of the extended prices will govern in the event of a discrepancy between the total lump sum bid and the extended prices.
- (3) The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.
- (4) If a unit price has been omitted, the unit price will be determined by dividing the extended price by the quantity.

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

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

GP-2.20 TIE BIDS

- (a) **Definition.** Tie bids are responsive bids from responsible bidders that are identical in price, terms and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation for Bids.
- (b) **Award.** In the instance of tie bids, the award shall be made in accordance with COMAR 21.05.02.14. If identical low bids are received from an in-State and out-of-State bidder, the award shall be made to the in-State bidder. If identical low bids are received from in-State bidders or from out-of-State bidders, a drawing shall be conducted, and a witness shall be present to verify and certify the result.

GP-2.21 RESIDENT BUSINESS PREFERENCE

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

- (b) A competitive advantage may include:
 - (1) A percentage preference;
 - (2) An employee residency requirement;
 - (3) Any other provision that favors a nonresident firm over a Maryland firm.
- (c) This provision GP-2.21 shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

GP-2.22 MULTIPLE OR ALTERNATE BIDS

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

GP-2.23 BID PROTESTS

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

- (a) **Time for Filing.**
 - (1) A bid protest shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier.
 - (2) A protest based on alleged improprieties in the solicitation which are apparent before the bid opening or the closing date for receipt of initial proposals shall be filed before the opening date or the closing date for receipt of initial proposals.
- (b) **Content of Written Protest.**
 - (1) Name and address of protestor.
 - (2) Bid or Contract number.
 - (3) Reasons for protest.
 - (4) Supporting exhibits, evidence or documents to support claim. If not available within filing time, indicate expected availability date.
 - (5) Mark envelope "protest".

Bid protests will be resolved pursuant to COMAR 21.10.02.

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

GP-3.01 AWARD OF CONTRACT (See GP-2.19)

Written notice of award shall be sent to the successful bidder. A Notice of Award may be rescinded at any time prior to execution of the Contract by the Administrator.

GP-3.02 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately following opening and the review of the proposals. The guaranty of the three lowest bidders will be returned following the execution of the Contract and approval by the Board, if required. The Contractor has the right to substitute a bid bond for other bid security at any time prior to return of the proposal guaranty.

GP-3.03 PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

- (a) Acceptable security for performance and payment shall be as stated in COMAR 21.06.07.01B.
- (b) **Performance and Payment Bonds.** A performance and payment bond is required for all construction Contracts in excess of \$100,000, each in the amount equal to at least 100 percent of the Contract price. The bonds shall be delivered by the bidder to the Administration no later than the time the Contract is to be executed. If the bidder fails to deliver the required bonds, his bid shall be rejected, his bid security shall be enforced, and award of the Contract may be made to the next lowest responsive and responsible bidder.
 - (1) The required performance bond shall be in the form specified in COMAR 21.07.02.10, Exhibit A.
 - (2) The required payment bond shall be in the form specified in COMAR 21.07.02.10, Exhibit B.

GP-3.04 EXECUTION OF CONTRACT

- (a) The Contract shall be effective only upon receipt by the Administration of the proper, executed Contract form, and performance and payment bonds (if required), approval by the Board of Public Works, (if required), and execution of the Contract by the Administration.
- (b) After a Notice of Award, as provided in GP-3.01, has been issued to a bidder, the Administration shall forward the formal Contract form and the appropriate forms for the payment and performance bonds (if any) to the bidder for execution. The bidder will execute the Contract form and return

same, together with fully executed payment and performance bonds (if any), to the Administration within 10 days after receipt of same. After receipt of properly executed Contract form and payment and performance bonds, (if any), the Administration will execute the Contract within 60 days and forward the bidder a copy; provided, however, that the Board has approved the Contract if such approval is required. If the Administration fails to execute the Contract and the period of irrevocability has expired, the bidder may, as its sole remedy, withdraw its bids.

GP-3.05 FAILURE TO EXECUTE CONTRACT

Failure of the bidder to execute the Contract and file acceptable security as defined in GP-3.03 within the time aforesaid shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty which shall become the property of the State of Maryland, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsive, responsible bidder or the work may be readvertised and constructed under Contract or otherwise, as the Administration may decide.

GP - SECTION 4 SCOPE OF WORK

GP-4.01 INTENT OF CONTRACT

- (a) The Contractor shall (within specified tolerances) perform all work in accordance with the lines, grades, typical cross sections, dimensions, and other data shown on the Plans or as modified by written orders including the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project in full compliance with the Contract requirements.
- (b) The documents composing the Contract Documents are intended to be complementary, and to describe the construction and completion of the work. Anything mentioned in the Specifications and not shown on the Contract drawings, or shown on the Contract drawing and not mentioned in the Specifications shall be of like effect as if it is shown or mentioned in both.
- (c) Omissions from the drawings or Specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and Specifications or which are customarily performed shall not relieve the Contractor from performing such omitted or misdescribed details of work, but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.

GP-4.02 GENERAL PROVISIONS CONTROLLING

In the event of a conflict between these General Provisions and any other provision of the Contract Documents, these General Provisions shall prevail unless such other provision expressly provides to the contrary.

GP-4.03 ENTIRE CONTRACT

The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral.

GP-4.04 VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than 25 percent above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time

necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within 10 days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the Contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.

GP-4.05 DIFFERING SITE CONDITIONS

- (a)** The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of:
 - (1)** Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or
 - (2)** Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- (b)** No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided however, the time prescribed therefor may be extended by the State.
- (c)** No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

GP-4.06 CHANGES

- (a)** The procurement officer may unilaterally, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
 - (1)** In the Specifications (including drawings and designs);
 - (2)** In the method or manner of performance of the work;
 - (3)** In the State-furnished facilities, equipment, materials, services, or site; or
 - (4)** Directing acceleration in the performance of the work.

- (b) Any other written order or an oral order including a direction, instruction, interpretation or determination from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- (c) Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- (d) Subject to paragraph (f), if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly. Provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective Specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.
- (e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (a) above or the furnishing of written notice under (b) above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under (b) above.
- (f) Each Contract modification or change order that affects Contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the Contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.
- (g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

GP-4.07 NEGOTIATED PAYMENT PROVISION

If the Contractor is entitled to an equitable adjustment, the Contractor shall be allowed to add the following maximum percentages for overhead and profit to his costs for labor and materials:

- (a) Twenty percent may be added by the Contractor for overhead and profit for work performed by his own forces.
- (b) Fifteen percent may be added by the subcontractor for overhead and profit for work performed by the subcontractor; the Contractor may add an additional 5 percent of the subcontractor's costs for labor and materials.
- (c) The provisions of paragraphs (a) and (b) above apply only to price adjustments negotiated prior to completion of the added or changed work and do not apply to work performed on a force account basis as provided for in paragraph GP-9.02 or Variations In Estimated Quantities as provided for in GP-4.04.

GP-4.08 UNAUTHORIZED WORK

Work done contrary to or regardless of the instructions of the procurement officer; work done beyond the lines and grades shown on the Contract Drawings, or as given; or any extra work done without written authority will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. Work so done may be ordered removed and/or replaced at the Contractor's expense.

GP-4.09 FINAL CLEAN UP

Upon completion of the work specified in the Contract and before final payment will be made, the construction area and all other adjoining areas, other than those owned by him, occupied by the Contractor during the construction of said Contract shall be cleaned of all surplus and discarded materials, spilled materials, excess materials left deposited on the permanent work as a result of the Contractor's operations, false work, and rubbish and temporary structures and buildings, that were placed thereon by the Contractor. The adjoining areas mentioned above, outside the normal pay limits for seeding, will be reshaped, seeded and mulched, or otherwise restored as directed by the procurement officer at the Contractor's expense.

GP-4.10 WARRANTY OF CONSTRUCTION

- (a) In addition to any other warranties at law or set out elsewhere in this Contract, the Contractor warrants for one year after final acceptance of the work, that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at any tier. With respect to any part of the work which the State takes possession of prior to final acceptance,

such warranty shall continue for a period of one year from the date the State takes possession. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to State owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

- (b)** The State shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.
- (c)** Should the Contractor fail to remedy any failure, defect, or damage described in (a) above within a reasonable time after receipt of notice thereof, the State shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.
- (d)** In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the State, be enforced by the Contractor for the benefit of the State. In such case if the Contractor's warranty under (a) above has expired, any suit directed by the State to enforce a subcontractor's, manufacturer's or supplier's warranty shall be at the expense of the State. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.
- (e)** If directed by the procurement officer, the Contractor shall require any such warranties to be executed in writing to the State.
- (f)** Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair or any defects of material or design furnished by the State nor for the repair of any damage which results from any such defect in State furnished material or design.
- (g)** The warranty specified herein shall not limit the State's rights under GP-5.13 Acceptance clause of this Contract.

**GP - SECTION 5
CONTROL OF THE WORK**

GP-5.01 AUTHORITY OF THE PROCUREMENT OFFICER

- (a) The procurement officer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all Plans and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- (b) The procurement officer shall determine the amount and quantity of work performed and materials which are to be paid for under the Contract.
- (c) The procurement officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

GP-5.02 CONFORMITY WITH CONTRACT REQUIREMENTS

All work performed and all materials furnished shall be in conformity with the Contract requirements.

In the event the procurement officer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the Contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

In the event the procurement officer finds the materials or the finished product in which the materials are used are not in conformity with the Contract requirements but that acceptable work has been produced, he shall then make a determination if the work shall be accepted. In this event, the procurement officer will document the basis of acceptance by a change order which will provide for an appropriate adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.

GP-5.03 DISCREPANCIES IN THE CONTRACT DOCUMENTS

In the event the Contractor discovers any discrepancies in the Contract Documents, he shall immediately notify the procurement officer. The procurement officer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

GP-5.04 COOPERATION BY CONTRACTOR

The Contractor will keep available on the project site at all times one complete set of Contract Documents.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the procurement officer and his inspectors in every way possible.

The Contractor shall assign to the Contract as his agent, a competent superintendent capable of communicating in English and capable of reading and thoroughly understanding the Contract Documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the procurement officer or his authorized representatives. The superintendent shall have full authority to execute the order or directions of the procurement officer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet. Said superintendent shall be on the project site at all times when the work is in progress.

GP-5.05 COOPERATION WITH UTILITIES

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall have responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired result. All damage to utility facilities caused by the Contractor's operations shall be the responsibility of the Contractor.

GP-5.06 COOPERATION BETWEEN CONTRACTORS

- (a)** Separate Contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include:
 - (1)** Arrangement and conduct of work;
 - (2)** Storage and disposal of materials, etc., by each in such manner as to not unnecessarily interfere with or hinder the progress of the work being performed by other Contractors. Contiguous work shall be joined in an acceptable manner.
- (b)** The Administration and Department shall have the right, at any time, to Contract for and perform other work on, near, over or under the work covered by this Contract. In addition, other work may be performed under the jurisdiction of another Administration or State agency. In such cases, when a dispute arises among Contractors, the procurement officer will

decide which of the procurement officers will have jurisdiction over said dispute. The Contractor shall cooperate fully with such other Contractors and carefully fit his own work to such other work as may be directed by the procurement officer.

- (c) The Contractor agrees that in the event of dispute as to cooperation the procurement officer will act as referee. The Contractor agrees to make no claims against the Administration for any inconvenience, delay or loss experienced by them because of the presence and operations of other Contractors.

GP-5.07 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the Contract, nor is he authorized to approve or accept any portion of the complete project. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the procurement officer. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the Contract.

The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice, instruction, direction or other order which the inspector may give the Contractor shall not be construed as binding the procurement officer in any way, or releasing the Contractor from fulfilling all of the terms of the Contract.

Where there is disagreement between the Contractor (or his representative) and the inspector, such as refusal by the Contractor to use properly approved material, performing work not in compliance with Plans and Specifications, and/or refusing to suspend work until problems at issue can be referred to and decided by the procurement officer, the inspector will immediately direct the procurement officer's attention to the issues of disagreement. If the Contractor still refuses to make corrections, comply or suspend work, the procurement officer will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order suspending the work and explaining the reason for such shutdown. As soon as the inspector is advised of the delivery of the shutdown order, the inspector shall immediately leave the site of the work and any work performed during the inspector's absence will not be accepted or paid for and may be required to be removed and disposed of at the Contractor's expense.

GP-5.08 INSPECTION OF WORK

All materials and each part or detail of the work shall be subject at all times to inspection by the procurement officer or his authorized representative, and the Contractor will be held strictly to the materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under the

Contract is subject to such inspection. The procurement officer, or his representative, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the procurement officer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the Contract. Should the work thus exposed or examined prove acceptable, adjustments in Contract time and price will be made pursuant to Section GP-4.06 for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the work so exposed or examined prove unacceptable, the uncovering, or removing and replacing, shall be at the Contractor's expense.

When the United States Government or any railroad, corporation or other agency is to pay a portion of the cost of the work covered by this Contract, their respective representatives shall have the right to inspect the work.

GP-5.09 REMOVAL OF DEFECTIVE WORK

All work and materials which do not conform to the requirement of the Contract will be considered unacceptable, unless otherwise determined acceptable under the provisions in GP-5.02.

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by the procurement officer.

Upon failure on the part of the Contractor to comply promptly with any order of the procurement officer, made under the provisions of these General Provisions the procurement officer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

GP-5.10 LOAD RESTRICTIONS

- (a) The Contractor shall comply with all State and local requirements pertaining to speed, size and weight of motor vehicles.

- (b) The Administration may indicate in the Contract load restrictions on any road or structure within the vicinity of the project.
- (c) The Contractor shall take into account any and all posted bridges, the crossing of which might be contemplated by the work on the Contract. No loads in excess of posted limits will be allowed in the prosecution of the work on any Contract, unless the required permits are obtained from the appropriate State and local governmental agencies.
- (d) The Contractor shall consider possible detrimental effects of operating heavy paving and grading equipment contiguous to retaining walls, pipe culverts, arches, forms for concrete work as well as construction existing prior to this Contract.
- (e) The procurement officer shall have the right to limit passage of heavy equipment (plus loads) when such passage or usage is causing apparent or visible damage to embankments, paving, structures or any other property.
- (f) Within the Baltimore City limits, the Department of Transit and Traffic of the City of Baltimore has jurisdiction for oversize and overweight vehicle movements. Permits are obtainable from the Transit and Traffic Department.

GP-5.11 MAINTENANCE OF WORK DURING CONSTRUCTION

- (a) The Contractor shall maintain the work during construction and until acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times.
- (b) Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such water and such drainage shall be diverted or removed when necessary to prevent damage to excavation, embankments, surfacing, structures or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed.
- (c) All cost of maintenance work during construction and before final acceptance shall be included in the price bid and the Contractor will not be paid additional amount for such work, except as otherwise provided.
- (d) In the event that the Contractor's work is ordered shutdown for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the project site, for tenants of the

- (e) project site, and for the general public as may be necessary during the period of suspended work or until the Contract has been declared in default.
- (f) On projects where traffic flow is maintained, the Contractor shall be responsible for repair of all traffic damages to the work, either partially or totally completed, until such time as the work is accepted by the procurement officer. Responsible, as used here, shall mean the responsibility for restoration, and the cost thereof unless otherwise expressly provided for in the Special Provisions.

GP-5.12 FAILURE TO MAINTAIN ENTIRE PROJECT

Failure on the part of the Contractor, at any time, to comply with the provisions of GP-5.11 above, will result in the procurement officer's immediately notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the procurement officer will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from monies due the Contractor.

GP-5.13 ACCEPTANCE FOR MAINTENANCE

- (a) **Partial Acceptance for Maintenance.** If at any time during the performance of the work the Contractor substantially completes a unit or portion of the work, he may request the procurement officer to make final inspection of that unit. If the procurement officer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept that unit as being completed and the Contractor may be relieved of further maintenance responsibility for that unit. Generally, partial acceptance for maintenance will only be considered when the Administration feels that such action is in the public interest. Such partial acceptance for maintenance shall in no way void or alter any of the terms of the Contract.
- (b) **Final Acceptance for Maintenance.** Upon due notice from the Contractor of presumptive completion of the entire project, the procurement officer shall make a construction inspection and if at such inspection all construction provided for and contemplated by the Contract is found completed, such inspection shall constitute the final inspection and the procurement officer shall make the acceptance for maintenance as of that date, and the Contractor shall be notified of such acceptance in writing. After acceptance for maintenance the Administration will assume responsibility for maintenance except where otherwise provided by the Contract.
- (c) If, however, at any construction inspection any work in whole or in part is found unsatisfactory, the procurement officer shall give the Contractor the necessary instructions as to the work required for final completion and acceptance for maintenance. The Contractor forthwith shall comply with and execute such instructions. Upon completion of such work, another

inspection shall be made which shall constitute the final inspection if the said work is found to have been completed satisfactorily. In such event, the procurement officer shall make the acceptance for maintenance and the Contractor shall be notified as aforesaid. After final acceptance for maintenance, the Administration will assume responsibility for maintenance except where otherwise provided by the Contract.

- (d) Unless otherwise provided in this Contract, acceptance by the State shall be made as promptly as practicable after completion and inspection of all work required by this Contract, or that portion of the work that the procurement officer determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, such gross mistakes as may amount to fraud or the State's rights under any warranty or guarantee or any claims or counter claims reserved by the State.

GP-5.14 CLAIMS

Unless a shorter period is prescribed by law or elsewhere in this Contract,

- (a) The Contractor shall file a written notice of claim for extension of time, equitable adjustment, extra compensation, damages, or any other matter (whether under or relating to this Contract) with the procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier.
- (b) Contemporaneously with or within 30 days of the filing of a notice of a claim, but no later than the date that final payment is made, a Contractor shall submit the claim to the appropriate procurement officer. The claim shall be in writing and shall contain:
 - (1) An explanation of the claim, including reference to all Contract provisions upon which it is based;
 - (2) The amount of the claim;
 - (3) The facts upon which the claim is based;
 - (4) All pertinent data and correspondence that the Contractor relies upon to substantiate the claim; and
 - (5) A certification by a senior official, officer, or general partner of the Contractor or subcontractor, as applicable, that, to the best of the person's knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the amount requested accurately reflects the Contract adjustment for which the person believes the Administration is liable.

- (c) The claim shall also contain itemized supporting data for the elements of cost the Contractor claims to have incurred or it will incur. This data shall be in sufficient detail to permit analysis by the Administration of material, labor, equipment, subcontract and overhead costs as well as profit and shall include all work covered by the claim, whether deleted, added, or changed. Subcontract cost shall be supported by similar detailed data.
- (d) A notice of claim or a claim that is not filed within the prescribed time shall be dismissed.

GP-5.15 DISPUTES

- (a) This Contract is subject to the provisions of Title 15, Subtitle 2, State Finance and Procurement Article (Dispute Resolution) of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).
- (b) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this Contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- (c) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.

A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed either as to liability or amount, it may be converted to a claim for the purpose of this clause.

- (d) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.
- (e) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.
- (f) The Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (g) The procurement officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the time is extended by mutual agreement of the parties. If a decision is not issued within 180 days, the procurement officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence

of receipt. The procurement officer's decision shall be deemed the final action of the State.

- (h)** The procurement officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- (i)** Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

GP - SECTION 6 CONTROL OF MATERIAL

GP-6.01 GENERAL

All materials shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of the materials, the Contractor shall notify the procurement officer in writing of the sources from which he proposes to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the work as soon as possible after receipt of notification of award of the Contract.

GP-6.02 STORAGE AND HANDLING OF MATERIALS

Materials shall be so stored as to assure the preservation of their quality and acceptability for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way or project site may be used for storage purposes and for the placing of the Contractor's plant and equipment; such storage areas must be restored to their original condition by the Contractor at his expense. Any additional space required must be provided by the Contractor at his expense.

Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.

GP-6.03 UNACCEPTABLE MATERIALS

- (a) Materials represented by samples taken and tested in accordance with the specified tests and failing to meet required values shall be considered to be defective regardless of prior tests or approvals.
- (b) Unless otherwise allowed by the procurement officer as set forth below, defective materials shall be removed from the site with any tags, stamps or other markings implying conformance with Specifications removed or obliterated.
- (c) Where defects can be corrected, the Contractor may propose such corrective action as he deems appropriate to the procurement officer. The procurement officer may approve the corrective action but in so doing does not assume responsibility for the success thereof. Retests will be made to determine the acceptability of the material after corrective measures have been taken. No person other than the procurement officer may change any provision of the Specifications or the Contract without written authorization.
- (d) The cost of replacing, correcting and/or removal of defective material will be the responsibility of the Contractor.

- (e) The cost of repairing or replacing other materials damaged by the installation, correction and/or removal of defective materials will be the responsibility of the Contractor.

GP-6.04 ADMINISTRATION FURNISHED MATERIAL

The Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the Administration. Materials furnished by the Administration will be delivered or made available to the Contractor at the point or points specified in the Special Provisions. The cost of handling and placing all materials, after they are delivered to the Contractor, shall be considered as included in the Contract price for the item in connection with which they are used.

The Contractor shall be held responsible for all material delivered to him, and deductions will be made from any monies due him to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur after such delivery, and for any demurrage charges.

In cases where materials are supplied by the Administration and incorporated in the Contract work by the Contractor, materials inspection and acceptance will not be prerequisite for acceptance of the final product as the product pertains to these items.

**GP - SECTION 7
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

GP-7.01 COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- (c) It shall comply with all Federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract, including the provisions of COMAR Title 21 that are applicable to construction Contracts and which are incorporated herein by reference; and
- (d) All requirements set forth in Federal assistance instruments applicable to this Contract shall be satisfied. Therefore, to the extent that the requirements which are specified in the assistance instrument conflict with regulations adopted under COMAR Title 21, the former shall control.

GP-7.02 PERMITS AND LICENSES

- (a) The Contractor shall procure at his own expense such permits, licenses, insurance and governmental approval as may be necessary in order to comply with Federal, State and local laws, ordinances and regulations in performance of the work. He shall further give all notices necessary and incidental to the due and lawful prosecution of the work.
- (b) Federal permits, from the U.S. Corps of Engineers, Environmental Protection Agency, and/or United States Coast Guard, for erection of structures in tidal waters will be obtained by the Administration and the Contractor shall comply with the requirements of such permits. Any required Federal permits, however, desired by the Contractor for temporary structures such as docks, piers, anchorages, etc., must be applied for and obtained by the Contractor.

GP-7.03 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner and a copy of such agreement shall be filed with the Administration; if no such agreement is made or filed as noted, the Contractor and the surety

shall indemnify and save harmless the State, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, materials or process, or any trademark or copyright, and shall indemnify, protect and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgement for patent, trademark or copyright infringement, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

GP-7.04 FEDERAL PARTICIPATION

When the United States Government pays all or any portion of the cost of a project, the work shall be subject to the inspection of the appropriate federal agency. Such inspection shall in no sense make the federal government a party to this Contract, and will not interfere, in any way, with the rights of either party hereunder.

GP-7.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards and regulations (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act, (83 Stat. 96) and under any construction safety and health standards and regulations promulgated by the Commissioner of Labor and Industry in accordance with the Maryland Occupational Safety and Health Act, Article 89, Section 28 thru 49A, inclusive, Annotated Code of Maryland (as the same may be amended from time to time).

The Contractor and each subcontractor shall permit inspection without delay and at any reasonable time on any premises where the work is being performed by a federal or state inspector authorized to investigate compliance with the above mentioned federal and state statutes and regulations.

The Contractor further agrees to correct any violations found to exist during such inspection within a reasonable time after the issuance of any citation, unless he contests the validity thereof through the appropriate administrative and judicial process.

GP-7.06 PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct the work in such a manner as to ensure the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be provided for. Equipment and/or materials stored upon the project shall be placed so as to cause a minimum of obstruction to the public. Sprinkling shall be performed at the direction of the procurement officer. The Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access, roads and bridges as may be necessary to

accommodate traffic diverted from the project under construction, or using the project under construction and shall provide and maintain in a safe condition temporary approaches to, and crossings of the project. Existing Department facilities planned to be removed, but which might be of service to the public during construction are not to be disturbed until other and adequate provisions are made. Existing mailboxes shall be maintained or reset in positions accessible to the public and to mail deliveries during construction and subsequent to construction in their final locations in a satisfactory condition. On Department facilities occupied by railroad tracks, temporary platforms for the entrance and exit of passengers to and from the railway cars shall be provided and maintained in an approved manner by the Contractor. Fire hydrants on or adjacent to the project shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. All footways, gutters, sewer inlets and portions of the project adjoining the work under construction shall not be obstructed more than is absolutely necessary. Work closed down for the winter or at any other times shall be left entirely accessible at all points to fire apparatus.

GP-7.07 DETOURS

Detours may be indicated in the Contract Documents, or at the Contractor's request traffic may be detoured over approved routes along existing roads when acceptable to the procurement officer. Detours over existing State roads will be designated, marked and maintained by the appropriate Administrations. All other detours will be the responsibility of the Contractor.

GP-7.08 BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. All highways and other Department facilities closed to vehicular traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness with electric lights.

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the facility by vehicular traffic, and at all other points where the new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the Manual on Uniform Traffic Control Devices, or as directed.

The Contractor shall furnish, erect and maintain warning and direction signs in the number required by the procurement officer and at locations designated by the procurement officer throughout the limits of the project. For street and highway type traffic, the signs shall conform in every respect to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. Signs must be freshly painted and adequately reflectorized before being placed on any project. No work may be performed or begun unless an adequate number of signs of the proper category are in place.

In cases where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular traffic the Contractor shall, at the direction of the procurement officer provide suitable substantial traffic barriers to the extent determined by the procurement officer.

GP-7.09 FLAGGING OF MOTOR VEHICLE TRAFFIC

For all construction Contracts requiring the flagging of motor vehicles licensed for operation on the highways of Maryland, said flagging shall be conducted as specified in the Manual on Traffic Control Devices for Streets and Highways.

GP-7.10 MAINTENANCE OF TRAFFIC

Unless otherwise noted in the Special Provisions, it shall be the Contractor's responsibility to maintain pedestrian and vehicular traffic safely, adequately and continuously on all portions of existing facilities affected by his work. In addition to existing facilities undergoing improvement, this also applies to crossroads, approaches, crossovers and entrances affected or made necessary by his work.

GP-7.11 PRESERVATION AND RESTORATION OF PROPERTY

- (a) The Contractor shall not enter upon public or private property (outside of the right-of-way or project area) for any purpose without obtaining permission and he shall be responsible for the preservation of all public and private property, trees, monuments, signs and markers and fences thereon, and shall use every precaution necessary to prevent damage or injury thereto.

All Department signs and markers that are affected by the work shall be carefully removed when grading operations begin and delivered to the procurement officer. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures; shall protect carefully from disturbances or damages all land monuments and property marks until the procurement officer has referenced their location; and shall replace them as directed by the procurement officer.

- (b) The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the nonexecution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury, in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the procurement officer may, upon 48 hours

notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

GP-7.12 LAND, AIR AND WATER POLLUTION

- (a) The Contractor shall incorporate all permanent erosion control features into the work at the earliest practicable time as required by the Contract Documents. Temporary pollution control measures will be used to correct conditions that develop during construction that were not foreseen during design; that are needed prior to installation of permanent pollution control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
- (b) The Contractor's attention is directed to the fact that temporary pollution control may include control measures outside the right-of-way or project site where such work is necessary as a direct result of project construction. The procurement officer shall be kept advised of all such off-site control measures taken by the Contractor. This shall not relieve the Contractor of the basic responsibilities for such work.
- (c) In case of failure on the part of the Contractor to control erosion, pollution or siltation, the procurement officer reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. All expenses incurred by the procurement officer in the performance of such duties for the Contractor shall be withheld from monies becoming due to the Contractor.
- (d) Contractors and suppliers must submit evidence to the Administration that the governing Federal, State and local air pollution criteria will be met. This evidence and related documents will be retained by the Administration for on-site evaluation.

GP-7.13 RESPONSIBILITY FOR DAMAGE CLAIMS

- (a) The Contractor shall indemnify and save harmless the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said Contractor, or as a result of faulty, inadequate or improper temporary drainage during construction, or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws, or any other State or local law, bylaw, ordinance, regulation, order or decree whether by himself or his

employees or subcontractors. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect or misconduct, in the manner or method of executing said work satisfactorily or due to the nonexecution of said work or at any time due to defective work or materials and said responsibility shall continue until the improvement shall have been completed and accepted.

- (b) The Contractor shall conduct his operations upon the right of-way of any railroad company fully within the rules, regulations and requirements of the railroad company. The Contractor shall be responsible for acquainting himself with such requirements as the railroad company may demand.
- (c) The Contractor shall be held responsible for any accidents that may happen to the railroad company as a result of his operations.
- (d) The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic or general use permitted during the time the project or any section thereof is open to traffic under the terms of GP-7.15 except from accidents which are attributable to his negligence.

GP-7.14 LIABILITY INSURANCE

Prior to the start of work on this Contract, the Contractor shall submit to the procurement officer a certificate of insurance indicating that he carries comprehensive general public liability and property damage insurance in the amounts specified elsewhere in the Contract.

GP-7.15 USE AND POSSESSION PRIOR TO COMPLETION

The Administration shall have the right to take possession of or use any completed or partially completed part of the work. Such possession of or use shall not be deemed an acceptance of any work not completed in accordance with the Contract. While the Administration is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to that portion of the work in possession of the Administration, other than that resulting from the Contractor's fault or negligence. If such prior possession or use by the Administration delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of completion will be made and the Contract shall be modified in writing accordingly.

GP-7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK

- (a) Except as herein elsewhere provided, until final acceptance of the work by the Administration, the Contractor shall have the charge and care thereof and shall take every reasonable precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether rising from the execution or from the nonexecution of the work. The Contractor, except as herein elsewhere provided, shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of

the above causes before final acceptance and shall bear the expense thereof. Material lost or structures damaged as a result of faulty temporary drainage during construction or the action of the elements shall be replaced or repaired by the Contractor at no cost to the Administration. The Contractor shall make good or replace at his own expense and as required any Administration furnished material which may be broken, lost through fire, theft, or otherwise damaged, or in any way made useless for the purpose and use intended subsequent to delivery to the Contractor by the Administration and prior to final acceptance of the work even though such breakage, damage, loss or uselessness may result from causes beyond the control of the Contractor.

- (b) In case of suspension of work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under this Contract, and shall take adequate precautions to protect new growth and other important vegetative growth against injury.

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

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

GP-7.18 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Administrator, procurement officer or other authorized representatives, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the State.

GP-7.19 NO WAIVER OF LEGAL RIGHTS

The Administration shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor from showing that the work or materials do not in fact conform to the Contract. The Administration shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Administration, or any representative of the Administration, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Administration, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.

The waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

GP-7.20 NONDISCRIMINATION IN EMPLOYMENT

(a) Compliance with State Law and Regulations

(1) State Law

The Contractor agrees:

(a) Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

(b) To include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and

(c) To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

(2) Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such sanctions as it may determine to be appropriate, including but not limited to:

- (a) Withholding of payment to the Contractor under the agreement until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Agreement in whole or in part.

(b) Compliance with Federal Law

Contractors providing materials, equipment, supplies, or services to the State under this Contract herewith assure the State that they are conforming to the provisions of the Civil Rights Act of 1964 and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

The Contractor shall comply with all applicable Federal laws pertaining to nondiscrimination in employment.

GP-7.21 SANCTIONS UPON IMPROPER ACTS

In the event the Contractor, or any of its 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 this Contract, the Contract may, in the discretion of the Department, be terminated for default under GP-8.08.

Section 16-203 of the State Finance and Procurement Article of the Annotated Code, and COMAR 21.08.01, which relate to Contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated in this Contract by reference.

Section 11-205 of the State Finance and Procurement Article and COMAR 21.08.03 relating to collusion for purposes of defrauding the State are incorporated into this Contract by reference.

Section 16-101 of the State Finance and Procurement Article and COMAR 21.08.04 relating to debarment for offenses other than bribery are incorporated into this Contract by reference.

GP-7.22 NONHIRING OF EMPLOYEES

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with said State of Maryland or any unit thereof.

GP-7.23 CHOICE OF LAW

The Parties hereby agree that:

- (a) This Contract was made and entered into in Maryland, and under the laws of Maryland.
- (b) The law of Maryland shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract; the capacity of the parties to enter therein; any modification or amendment thereto; and the rights and obligations of the parties hereunder.

GP-7.24 CONTINGENT FEE PROHIBITION

- (a) The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
- (b) For breach or violation of this warranty, the Administration shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

GP-7.25 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has

knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

GP-7.26 COST AND PRICE CERTIFICATION

- (a) The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated Contract, if the total Contract price is expected to exceed \$100,000 or a smaller amount set by the procurement officer.
 - (2) A change order or Contract modification, expected to exceed \$100,000 or a smaller amount set by the procurement officer.
- (b) The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increase occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

GP-7.27 CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATION

Corporations are required to execute a certification of corporation registration and tax payment in the form included in the Contract Documents.

GP-7.28 BUY AMERICAN STEEL ACT

The Provisions of COMAR 21.11.02 pertaining to implementation of the "Buy American Steel" Act (Subtitle 3 of Title 17 of the State Finance and Procurement Article of the Annotated Code of Maryland) are incorporated in this Contract by reference.

GP-7.29 MINORITY BUSINESS ENTERPRISE AND AFFIRMATIVE ACTION

- (a) This Contract is subject to Executive Order 01.01.170.15, December 9, 1970; amended by Order 01.01.1976.05, July 9, 1976 (Code of Fair Practices), and COMAR 21.11.04 Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process-DOT. This Contract is also subject to the applicable provisions of Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland; COMAR 21.11.03 Minority Business Enterprise Policies; and provisions of COMAR 11.01.10 which incorporate by reference the current revision of the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be obtained from the Department of Transportation Fair Practices Officer, P.O. Box 548, Hanover, Maryland 21076. This Contract is also subject to all applicable

Federal and State laws and regulations pertaining to Minority Business Enterprise and Affirmative Action.

- (b) To the extent any of the above laws or regulations are applicable to this Contract they are specifically incorporated herein.

GP-7.30 PREVAILING WAGE CONTRACTS FOR PUBLIC WORKS

- (a) The Provisions of Subtitle 2 of Title 17 of the State Finance and Procurement article of the Annotated Code of Maryland and COMAR 21.11.11 pertaining to Prevailing Wage for Public Works are incorporated in construction Contracts of \$500,000 or more by reference.
- (b) When all or a portion of the cost of a project is funded by the U.S. Government, and the cost of the project exceeds \$2,000 the minimum wage rates and benefits paid to workmen under the Contract shall be those prevailing in the locality as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 USC 276a to a-7) and Regulations (29 CFR, Part 5) promulgated thereunder. Davis Bacon rates applicable to this agreement, if any, are specified elsewhere in the Contract Document.

GP-7.31 SMALL BUSINESS PROCUREMENTS

If the solicitation for bid indicates that this procurement has been designated for a small business preferences, the appropriate provisions of COMAR 21.11.01 pertaining to small business preferences shall apply and are incorporated herein by reference.

GP-7.32 FINANCIAL DISCLOSURE

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland which requires that every business that enters into Contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these Contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

GP-7.33 POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland which require that every person that enters into Contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which a person receives in the aggregate \$10,000 or more, shall on or before February 1 of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

GP-7.34 CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any Contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee is a party, or to which any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, Subsection 3-101 et seq of the Annotated Code of Maryland.

GP-7.35 PRE-EXISTING REGULATIONS

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

GP-7.36 RETENTION OF RECORDS

- (a) The Contractor shall retain and maintain all records and documents, including, but not limited to, cost or pricing data, relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or his designee at all reasonable times.
- (b) The Contractor shall include the provisions of paragraph (a) in every subcontract.

GP-SECTION 8 PROSECUTION AND PROGRESS

GP-8.01 SUBCONTRACTING

Except as may be provided elsewhere in the Contract, the Contractor to whom a Contract is awarded shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of a value of not less than 50 percent of the total original value of the Contract.

No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the procurement officer. Any assignment, subcontract or other disposition of all or part of this Contract without the express written consent of the procurement officer shall be null and void. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or surety of any responsibility for the fulfilling of all the requirements of the Contract. The Contractor shall incorporate by reference or otherwise include these General Provisions in every subcontract issued pursuant to or under this Contract.

GP-8.02 NOTICE TO PROCEED

After the Contract has been executed, the Administration will, within the time limit specified by the Administration elsewhere in the Contract Documents, issue to the Contractor a "Notice to Proceed" and this notice will stipulate when the Contractor is expected to begin work. The specified Contract time shall begin on the date stipulated in the Notice to Proceed or, if an earlier start is authorized in the Notice to Proceed, on the day work (other than the erection of the inspection office, construction stakeouts and mobilization) actually starts. Work done prior to receipt of the Notice to Proceed is unauthorized and will not be measured or paid for.

GP-8.03 PROSECUTION OF THE WORK

- (a) The Contractor shall begin work promptly within the time specified by the procurement officer and shall notify the procurement officer at least 48 hours before starting work.
- (b) After the work has once been started, it shall be prosecuted continuously on all acceptable working days without stoppage until the entire Contract is complete.
- (c) Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the procurement officer of his intention to stop and shall also notify the procurement officer at least 24 hours in advance of resuming operations. Said notification shall be confirmed in writing.

GP-8.04 PROGRESS SCHEDULE

- (a) Within 30 days after Notice to Proceed, the Contractor shall furnish the procurement officer a "Progress Schedule" showing the proposed order of work and indicating the time required for the completion of the work. Said progress schedule shall be used to establish major construction operations and to check on the progress of the work. The Contractor shall submit revised progress schedules as directed by the procurement officer.
- (b) If the Contractor fails to submit the progress schedule within the time prescribed, or the revised schedule within the requested time, the procurement officer may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedules or may terminate the Contract for default.
- (c) If, in the opinion of the procurement officer, the Contractor falls significantly behind the approved progress schedule, the Contractor shall take any and all steps necessary to improve his progress. This may require the Contractor to increase the number of shifts, initiate or increase overtime operations, increase days of work in the work week, or increase the amount of construction plants, or all of them. The procurement officer may also require the Contractor to submit for approval supplemental progress schedules detailing the specific operational changes to be instituted to regain the approved schedule, all without additional cost to the Administration.
- (d) Failure of the Contractor to comply with the requirements of the procurement officer under this provision shall be grounds for determination by the procurement officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the procurement officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with GP-8.08 of these General Provisions.

GP-8.05 LIMITATIONS OF OPERATION

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with the public.

GP-8.06 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

The Contractor shall employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by the Contract.

Workmen must have sufficient skill and experience to perform properly the work assigned to them. All workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the procurement officer, does not perform his work in a proper manner or is intemperate or disorderly shall, at the written request of the procurement officer, be removed forthwith by the Contractor or subcontractor employing such foreman or workman, and shall not be employed again in any portion of the work without the approval of the procurement officer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the procurement officer may withhold estimates which are or may become due on the Contract until a satisfactory understanding has been reached.

Equipment to be used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The procurement officer may order the removal and require replacement of any unsatisfactory equipment.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the procurement officer will accomplish the Contract work in conformity with the requirements of the Contract. When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the procurement officer in writing. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he may request authority from the procurement officer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the procurement officer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substituted method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the procurement officer may direct. No change will be made in basis of payment for the construction items involved nor in Contract time as the result of authorizing a change in methods or equipment under these provisions.

GP-8.07 SUSPENSION OF WORK

- (a) The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the State.
- (b) If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of this Contract, or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by an

unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or for which an equitable adjustment is provided for or excluded under any other provisions of this Contract.

No claim under this clause shall be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the procurement officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and,
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the Contract.

GP-8.08 TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS.

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate his right to proceed with the work, or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the State resulting from his refusal or failure to complete the work within the specified time.
- (b) If fixed and agreed liquidated damages are provided in the Contract and if the State so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the State in completing the work.
- (c) If fixed and agreed liquidated damages are provided in the Contract and if the State does not so terminate the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

- (d) The Contractor's right to proceed may not be so terminated nor the Contractor charged with resulting damages if:
 - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with the State, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and,
 - (2) The Contractor, within 10 days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the Contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this Contract.
- (e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to the clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the State, the Contract shall be equitably adjusted to compensate for the termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes".
- (f) The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- (g) As used in paragraph (d)(1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

GP-8.09 LIQUIDATED DAMAGES

Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion.

For each day that any work shall remain uncompleted beyond the time specified elsewhere in the Contract, the Contractor and/or his surety shall be liable for liquidated damages in the amount provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time for completion of work as granted by approved change orders.

GP-8.10 TERMINATION FOR CONVENIENCE OF THE STATE

- (a) The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the procurement officer shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:
 - (1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - (2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the Contract as is not terminated;
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by Notice of Termination;
 - (4) Assign to the State in the manner, at the times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (6) Transfer title and deliver to the State, in the manner, at the times and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and (b) the completed or partially completed

plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the State;

- (7) Use its best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (6) above; provided, however, that the Contractor (a) may not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the procurement officer may direct;
 - (8) Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and
 - (9) Take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest. The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the State shall accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.
- (c) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed or any extension

thereof, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- (d) Subject to the provisions of paragraph (c), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.
- (e) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (d), upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):

 - (1) For completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (b)(7) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
 - (2) The total of:

 - (a) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e)(1) hereof;
 - (b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the termination portion of the Contract (exclusive of amounts paid or payable on account of supplies or materials delivered

or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (a) above); and

- (c) A sum, as profit on (a) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (d) The reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e)(1) and (a) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (b)(7).

- (f) Costs claimed, agreed to, or determined pursuant to (c), (d), (e) and (i) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this Contract.
- (g) The Contractor shall have the right of appeal, under the clause of this Contract entitled "Disputes", from any determination made by the procurement officer under paragraph (c), (e), or (i) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (c) or (i) hereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (d), (e), or (i) hereof, the State shall pay to the Contractor the following:

- (1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer; or,
 - (2) If an appeal has been taken, the amount finally determined on such appeal.
- (h) In arriving at the amount due the Contractor under this clause there shall be deducted:
- (1) All unliquidated advance or other payments or account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
 - (2) Any claim which the State may have against the Contractor in connection with this Contract; and
 - (3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.
- (i) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.
- (j) The State may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the procurement officer, the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which the excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

- (k) Unless otherwise provided for in this Contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, photographs, microphotographs, or other authentic reproductions thereof.

GP-8.11 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY

A Contract will be considered as successfully fulfilled when the work has been completed in accordance with the terms of the Contract; when final acceptance has occurred; when final payment has been authorized; when all of the obligations of the Contractor and his surety have been complied with; and when final payment has been made.

GP-SECTION 9 PAYMENT

GP-9.01 SCOPE OF PAYMENT

Payment to the Contractor will be made for the actual quantities of Contract items performed in accordance with the Plans and Specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the bid schedule, the Contract unit prices will still prevail, except as provided in GP-4.04 Variations in Estimated Quantities.

The payment of any partial estimate or of any retained percentage except by and under the approved final estimate and voucher, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

When requested in writing by the Contractor and approved by the procurement officer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site. Material for which payment has been made, wholly or partially, shall not be removed from the worksite or other approved site.

Payment to the Contractor under this section for materials on hand in no way will be construed as acceptance by the Administration of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in accordance with GP-5.13.

Contractor shall indicate his Federal Tax Identification or Social Security Number on the face of each invoice billed to the State.

On Contracts in excess of \$25,000, the Contractor, prior to receiving a progress or final payment under this Contract, shall first certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payments, from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them and State Finance and Procurement Article, §17-106. This certification may be required by the procurement officer for Contracts of \$25,000 or less.

GP-9.02 FORCE ACCOUNT WORK

When the Contractor is required to perform work as a result of additions or changes to the Contract for which there are no applicable unit prices in the Contract, the Administration and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the Administration may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

- (a) **Labor.** For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
- (b) **Materials.** For materials accepted by the procurement officer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth).
- (c) **Equipment.** For any machinery or special equipment (other than small tools, whether rented or owned), the use of which has been authorized by the procurement officer, the Contractor shall receive the rates agreed upon in writing before such work is begun, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$500 or less will be considered small tools.
- (d) **Materials and Supplies Not Incorporated in the Work.** For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the procurement officer, the Contractor shall receive the actual cost of such materials and supplies used. The Contractor shall receive a reasonable allowance for materials used but not expended in the performance of the work.
- (e) **Subcontractors.** The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in (a), (b), (c), and (d) above, plus the fixed fee for overhead and profit allowance computed as in (g).
- (f) **Superintendence.** No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (g) **Contractor's Fixed Fee.** The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this GP-9.02 by his forces and by his subcontractors, as compensation for overhead and profit for the work performed. Failure of the Contractor and the procurement officer to negotiate a fixed fee consistent with applicable cost principles in COMAR 21.09.01, shall be treated as a dispute pursuant to GP-5.15 and the Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of (a) which shall include, but not be limited to the following:
 - (1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining

agreement or other employment Contract generally applicable to the classes of labor employed in the work.

- (2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed 20 percent of (b) and 5 percent of (d), and 5 percent of (e) with the exception of that portion chargeable to equipment as defined above.

- (h) **Compensation.** The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representative and the procurement officer shall compare records of the cost of work as ordered on a force account basis.

- (i) **Statements.** No payment will be made for work performed on a force account basis until the Contractor furnishes the procurement officer duplicate itemized statements of the cost of such force account work detailed as to the following:

- (1) Name, classification, date, daily hours, total hours, rate, and extension for such laborer, or foreman.
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices and extensions.
- (4) Transportation of materials.
- (5) Payments of items under (i)(1) shall be accomplished by copies of certified payrolls. Under (i)(2) original receipted invoices for rentals must be provided if requested by the procurement officer. Paragraphs (i)(3) and (i)(4) shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section shall be submitted in the order outlined by the above.

GP-9.03 PROGRESS PAYMENTS

(a) **Current Estimates.**

- (1) **Lump Sum Contracts.** If requested by the Administration, the Contractor shall furnish an acceptable breakdown of the lump sum Contract price showing the amount included therein for each principal category of the work. Said breakdown shall be in such detail so as to provide a basis for estimating monthly progress payments.
- (2) **Monthly Estimates.** Each month the Administration will pay the Contractor for the Contract value of the work satisfactorily performed during the preceding calendar month, including authorized extras and additions less 5 percent. The 5 percent of the total Contract value retained by the Administration will not be released until final payment (unless partially released in a semi-final payment). Current estimates will be based upon the procurement officer's estimate of quantity (including materials and/or equipment complete in place) satisfactorily performed. In the instance of lump sum items, the procurement officer's estimate shall be the proper fraction of the lump sum items satisfactorily performed during the preceding month. All quantities, estimates and fractions will be reasonably accurate approximations and are subject to correction (a) in subsequent current estimates, (b) in any semi-final estimate and, (c) in final payment. Any and/or all partial payments may be withheld in the event current requirements of the Specifications have not been complied with by the Contractor. Should either the procurement officer or the Contractor be of the opinion that any estimates, quantities and/or fractions (either as to an individual current estimate or accumulations thereof) do not represent a reasonably accurate approximation of actual work, then details questioned shall be reviewed and then any corrections adjusted for in the next current estimate.
- (3) **Escrow Accounts For Retained Funds.** The Contractor may elect to have retained funds paid to an escrow agent who may invest the funds in an approved interest-bearing account which, upon completion of the Contract, will be paid to the Contractor to the extent to which the Contractor is entitled. The Contractor's election to use the escrow account procedure must be indicated on the Contract Documents, and the escrow agreement must be in a form and under terms approved by the Administration. The Contractor shall forfeit his right to the use of the escrow account if he refuses or fails to indicate an election prior to execution of the Contract.

NOTE: This provision GP-9.03, (a)(3) shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

(b) Semi-Final Estimate Payments.

- (1)** Upon completion of the project and the acceptance by the Administration of the project for maintenance, the Administration, at the Contractor's request and with consent of surety, will pay the Contractor, within 30 calendar days of said request, what is hereby known as a semi-final estimate payment. Such a semi-final estimate payment will be based upon (a) quantities the Administration has computed and set up as proposed final quantities and (b) a reasonably accurate estimate for those quantities for which the Administration has not yet completed computations. The quantities which the Administration sets forth as proposed final quantities shall be so designated. To arrive at the amount of semi-final estimate payment there shall be deducted from the apparent estimated value of the Contract (a) total of all amounts previously paid to the Contractor as current estimates and (b) sums deemed chargeable against the Contractor properly deductible, including liquidated damages, and as a retainage, a sum not less than 1 percent the total value of the Contract.
- (2)** In cases where there has been substantial completion of the project and there are remaining only inconsequential or minor work items such as painting, seeding, mulching, or planting to be completed and such items cannot be completed for an extended period of time because of seasonal or weather conditions, there shall be made a semi-final inspection and if the work completed is found by the Administration to be satisfactory, then there is deemed to be partial acceptance on the entire project except for the uncompleted work items. Upon the above referred to partial acceptance, the Administration, within 30 days from such partial acceptance, upon request of the Contractor and with consent of surety, shall pay to the Contractor, what is hereby known as a partial semi-final estimate payment. Such a semi-final estimate payment will be based upon (a) quantities the Administration has computed and set up as proposed final quantities and (b) a reasonably accurate estimate for those quantities for which the Administration has not yet completed computations. The quantities which the Administration sets forth as proposed final quantities shall be so designated. To arrive at the amount of semi-final estimate payment, there shall be deducted from the apparent estimated value of the Contract (a) total of all amounts previously paid to the Contractor as current estimates, and (b) sums deemed chargeable against the Contractor properly deductible, including liquidated damages, and as a retainage, a sum equal to 1 percent of the total value of the Contract. (Said retainage is not to be less than \$2,000).

- (3) If all retained funds have not been paid to an escrow agent, as provided for in GP-9.03, (a)(3), the Administration shall, upon payment of the semi-final estimate, place the remaining retainage in an interest-bearing escrow account, as designated and on such terms and conditions as specified by the procurement officer. At the time of final payment, any retainage due, and any interest accrued on the retainage due from the time of payment of the semi-final estimate, shall be paid to the Contractor.

GP-9.04 FINAL ACCEPTANCE AND FINAL PAYMENT

- (a) When the Contractor has completed a Contract, and it has been accepted for maintenance in accordance with the provisions of GP-5.13, the Administration will promptly proceed:
 - (1) To make any necessary final surveys;
 - (2) To complete any necessary computation of quantities; and
 - (3) To submit to the Contractor, within 60 days after final completion and acceptance of the project by the procurement officer for maintenance, for his consideration, a tabulation of the proposed final quantities. This tabulation shall be accompanied by a statement setting forth: (a) the additional work performed under change orders and/or supplemental agreements; (b) the authorized extension of time; (c) the number of days which have been charged against the Contractor as having been used to complete the Contract, and (d) any deductions, charges or liquidated damages which have been made or imposed.
- (b) The Contractor shall then have a period of 10 calendar days, dating from the date upon which he received the aforementioned tabulation from the Administration, in which:
 - (1) To decide whether or not he will accept final payment upon such a basis, and
 - (2) To notify the Administration, in writing, of his decision. The Contractor may request an additional period up to 10 calendar days in which to notify the Administration of his decision. In the event the Contractor notifies the Administration that he protests final payment on such a basis, that notification shall outline the reason(s) for said protest.
- (c) Upon receipt of a notification of acceptance as provided for in paragraph (b) above, the Administration shall prepare the final estimate and final payment forms and submit them to the Contractor. These forms shall show all data noted in paragraph (a) above, together with deductions for all prior payments.

The Contractor shall execute these forms and return them to the Administration within 30 calendar days from the date they are received for execution and payment. If such signed forms are not received by the Administration within the specified time, the Administration will prepare duplicate forms for execution and payment. Such action by the Administration shall be deemed to constitute acceptance and final payment.

- (d) If, under the provisions of paragraph (b) above, the Contractor notifies the Administration of his protest and nonacceptance of the data submitted to him, the Administration shall pay the Contractor a semi-final estimate, or an additional semi-final estimate in the event a semi-final estimate has already been paid based upon the data noted in paragraph (a) above, with deductions for all prior payments. A retainage equal to 1 percent of the total value of the Contract shall be withheld by the Administration. The acceptance of such semi-final estimate, or additional semi-final estimate, shall not be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for acceptance and final payment.
- (e) In the event the Contractor does not accept the data submitted to him as described in paragraph (a) above and/or has outstanding a claim filed in accordance with GP-5.14, the procurement officer and the Contractor shall confer at mutually convenient times and endeavor to reconcile all points of disagreement expeditiously. If such reconciliation is accomplished, the Administration will promptly proceed with acceptance and final payment on the reconciled basis and in accordance with the provisions of paragraph (c) above. If reconciliation is not accomplished within 30 days, the decision of the procurement officer shall be reviewed by the Administrator and appropriate legal counsel. After review by the Administrator, the decision of the procurement officer is deemed to be the final action. The procurement officer shall furnish a copy of the final decision to the Contractor by certified mail, return receipt requested. This decision may be appealed by the Contractor to the Maryland State Board of Contract Appeals. This must be done by filing a written notice of appeal to the Appeals Board within 30 days from the date of the final decision. Failure to provide timely notification to the procurement officer shall constitute a waiver by the Contractor of his right under the Disputes Clause and final payment may be made by the Administrator based on the procurement officer's recommendation.
- (f) All prior partial estimates and payments shall be subject to correction at the time of acceptance and final payment and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payment forms and the Contractor hereby agrees that he will reimburse the Administration for such overpayment within six months of receipt of such advice, and his surety will not be granted release from obligations under the terms of the Contract until reimbursement has been made in full.
- (g) Payment for the full apparent value of the Contract thus determined shall become due and payable to the Contractor within ninety (90) days after

acceptance of the project by the procurement officer for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a general release of all claims against the Administration arising out of, or in any way connected with, this Contract.

- (h) In accordance with § 7-222 of the State Finance and Procurement Article of the Annotated Code of Maryland, certification must be obtained from the Comptroller of the Treasury, and the Employment Security Administration, that all State taxes have been paid prior to release of final payment on a construction Contract. The check will be processed and mailed only after notification is received from both departments that no State tax is owed.

GP-9.05 LATE PAYMENTS

- (a) Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- (b) A proper invoice shall include: a description of the items or services provided; the date the goods were received or the inclusive dates the services were rendered; the Contract prices(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- (c) In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or on an amount due under a Contract remaining unpaid for any period prior to July 1, 1983, or if a claim has been filed under State Finance and Procurement Article, Title 15 of Subtitle 2 of the Code.
- (d) For the purposes of this Contract an amount will not be deemed due and payable if:
 - (1) The amount invoiced is inconsistent with the Contract.
 - (2) The proper invoice has not been received by the person or office specified in the Contract.

- (3) The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
- (4) The item or services have not been accepted.
- (5) The quantity of items delivered is less than the quantity invoiced.
- (6) The items or services do not meet the quality requirements of the Contract.
- (7) The Contract provides for progress payments, and the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement.
- (8) The Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- (9) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the procurement officer or by the Contract concerning performance under the Contract and compliance with its provisions.

GP - SECTION 10
MARYLAND DRIVER/VEHICLE LAWS AND REGULATIONS

GP-10.01 Conformed with Maryland Driver/Vehicle Laws and Regulations

- (a) The Contractor shall comply with all Maryland driver licensing and safety, and vehicle safety and registration laws and regulations. Any vehicle which is operated on roadways which are open to traffic must meet these requirements. The applicable laws are summarized in a booklet entitled Trucking in Maryland Handbook available from the State Highway Administration Motor Carrier Division.
- (b) For general questions regarding vehicle registration and driver licensing requirements call the Motor Vehicle Administration's Customer Service Center (toll free Maryland only) 1-800-950-1682. For Driver/vehicle safety requirements for heavy trucks and buses call the State Highway Administration Motor Carrier Division at 1-800-543-4564 (Maryland only) or (410) 787-2847.
- (c) While Maryland residents must register each motor vehicle or trailer driven on Maryland highways, there are some exceptions to this general requirement concerning non-residents. However, if a non-resident is operating a vehicle(s) in Maryland as described below, the vehicle(s) being operated must be titled and registered in Maryland.
 - (1) used for transporting persons for hire, compensation, or profit;
 - (2) regularly operated in carrying on business in this State;
 - (3) designed, used, or maintained primarily for the transportation or property, or
 - (4) in the custody of any resident for more than 30 days during any registration year.
- (d) In addition to the titling and registration requirements for common vehicles, Maryland defines "Special Mobile Equipment" as a vehicle that:
 - (1) is not used primarily for highway transportation or people or property; and
 - (2) is operated or moved on a highway only as an incident to its non-highway use.

Special Mobil Equipment includes a road construction or maintenance machine, mobile crane, ditch digger, well driller, concrete mixer, etc., for which special registration plates (class 4) must be obtained.

**MDOT MTA GENERAL PROVISIONS FOR CONSTRUCTION
CONTRACTS
Addendum No. 1**

GP—7.20 NONDISCRIMINATION IN EMPLOYMENT

In accordance with COMAR 21.07.01.08:

Add to the list of items identified as qualifiers for nondiscrimination: a) sexual orientation; b) gender identification; c) ancestry genetic information or any otherwise unlawful use of characteristics; d) disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; and e) the individual's refusal to submit to a genetic test or make available the results of a genetic test.

GP—7.22 NONHIRING OF EMPLOYEES

In accordance with COMAR 21.07.01.05:

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the Stat become or be an employee of the contractor or any entity that is a subcontractor on this contract.

GP—7.33 POLITICAL CONTRIBUTION

In accordance with COMAR 21.07.01.20: “The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html.”

GP—9.05 LATE PAYMENTS

In accordance with COMAR 21.07.01.18, PAYMENTS OF STATE OBLIGATIONS:

“Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State’s receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article. Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.”

GP—7.37 COMMERCIAL NONDISCRIMINATION CLAUSE

In accordance with COMAR 21.07.01.26:

- A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to the investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State Contracts and other sanctions.

ALL CLAUSES OF STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND TRANSIT ADMINISTRATION GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS shall include the language of COMAR 21.07.01, Mandatory Contract Provisions and COMAR 21.07.02, Mandatory Construction Contract Clauses, as revised from time to time.

MARYLAND TRANSIT ADMINISTRATION

June 2020 ATTACHMENT TO GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

This attachment updates the Disputes clause from the General Provisions for Construction Contracts October 2001 to the current Mandatory Construction Contract Clause language pursuant to COMAR 21.07.02 as of June 2020.

GP-5.15 Disputes (COMAR 21.07.02.05-1)

- A. This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10.
- B. Except as otherwise provided in this contract or by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- C. As used herein, claim means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- D. Within 30 days after contractor knows or should have known of the basis for a claim relating to this contract, contractor shall file a written notice of claim with the procurement officer.
- E. Contemporaneously with, or within 90 days after, the filing of a notice of claim, contractor shall submit the written claim to the procurement officer. If contractor so requests, the procurement officer, on conditions the procurement officer deems satisfactory to the unit, may extend the time in which contractor must submit the claim. An example of when a procurement officer may grant an extension includes situations in which the procurement officer finds that a contemporaneous or timely cost quantification following the filing of the notice of claim is impossible or impractical.
- F. The claim shall set forth all the facts surrounding the controversy. Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of the claim.
- G. The procurement officer shall mail or deliver written notification of the final decision within:
 - (1) 90 days after the procurement officer receives the claim if the claim is an amount for which the Appeals Board accelerated procedure, set forth in COMAR 21.10.06.12, may be used;

(2) 180 days after the procurement officer receives the claim for a claim not covered under §G(1) of this regulation; or

(3) A longer period that the procurement officer and contractor agree to in writing.

H. The final decision may award a contract claim only for those expenses incurred not more than 30 days before contractor was initially required to have filed the notice of claim.

I. The procurement officer's decision is the final action of the agency. If the procurement officer fails to render a final decision within the time required, contractor may deem the failure to be a final decision not to pay the claim.

J. If the final decision grants the claim in part and denies the claim in part, the agency shall pay contractor the undisputed amount. Payment of the partial claim is not an admission of liability by the agency and does not preclude the agency from recovering the amount paid if a subsequent determination modifies the final decision.

K. Contractor may file a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of notice of the decision.

L. Pending resolution of a claim, contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

Appendix M

Contractor Safety and

Health Plan Guidelines



MARYLAND TRANSIT ADMINISTRATION

**CONTRACTOR SAFETY & HEALTH
PLAN GUIDELINES**

2011

MTA PROJECT SPECIFIC
CONTRACTOR SAFETY & HEALTH PLAN GUIDELINES

TABLE OF CONTENTS

1.	MTA’s Policy Statement	1
2.	Definitions.....	2
3.	Plan Administration.....	4
4.	General Requirements.....	4
	A. Contractors	4
	1. Compliance with Contractor Safety & Health Plan	4
	2. Contractor Policy	5
	3. Contractor Project Specific Safety & Health Plan	5
	4. Alcohol and Substance Abuse Policy.....	5
	5. Designation of Safety Representatives	6
	6. Safety Orientation.....	6
	7. Accident Investigation, Reporting, and Recordkeeping.....	6
	A. Serious/Fatal Accidents Investigation	7
	B. Near-Miss Incidents	7
	C. Return-to-Work	7
5.	Roles and Responsibilities	7
	A. Contractor’s Project Manager	7
	B. Contractor’s Safety Engineer/Supervisor	8
	C. Contractor’s On-Site Management Representative	9
	D. Contractor’s Safety Supervisor.....	9
	E. Contractor’s Employees	9
	F. Safety Committee	10

	G. Modification of Contractor Project Specific Safety & Health Plan	10
6.	Safety Requirements.....	10
	A. Safety Concerns	10
	B. Safety Meetings.....	11
	C. Safety Inspections	11
	D. First Aid	11
	E. Safety Compliance.....	12
	1. Noncompliance	12
	2. Contractor Analysis Report	12
	F. Tours and Site Visitors.....	12
	1. Escorted Visitors	13
	2. Notification and Tours.....	13
	G. Protection of the Public and Property	13
	H. Traffic Control.....	14
	I. Emergency Procedures	15
	J. Media Relations and Safety	15
7.	Specific Safety Standards	15
	A. Personal Protective Equipment.....	15
	B. Housekeeping	16
	C. Guardrails and Perimeter Protection.....	16
	D. Concrete and Form Work	16
	E. Reinforced Steel.....	16
	F. Excavations, Trenching, and Shoring.....	16
	G. Fire Protection and Prevention	17

	H. Flammable and Combustible Liquids	17
	I. Confined Area (Space) Entry	17
	J. Mobile and Tower Crane Safety	17
	K. Rigging Requirements.....	17
	L. Environmental Policy Statement.....	17
	M. Hazard Communication Program Responsibilities.....	17
	N. Use of Explosives/Blasting	18
8.	Applicable Government Agency and Industry Safety Standards.....	18
9.	Contractor Project Specific Safety & Health Plan Forms.....	19
	Form 102/Incident Investigation Report.....	20
	Form 102A/Witness Statement	21
	Form 107/Confined Space Entry Permit	22
	Form 108/Job Orientation Acknowledgement	23
	Form 109/Tool Box Safety Meeting.....	24
	Form 110/Contractor Daily Safety Audit Checklist	25
	Form 112/Safety Observation Notice	28
	Form 116/Safety Concern.....	29
	Form 117/MSDS Evaluation Request	31
	Form 118 Hot Work Permit.....	32

MARYLAND TRANSIT ADMINISTRATION POLICY STATEMENT

ADMINISTRATOR'S POLICY STATEMENT ON CONSTRUCTION AND SYSTEM SAFETY PROGRAM PLAN

The Maryland Transit Administration (MTA) was organized to provide safe, reliable and effective service to all users. Safety is a primary concern that affects all levels of MTA activities, including planning, design, construction, testing, and operations and maintenance of all MTA transportation systems. Therefore, all MTA personnel and appropriate contractors are charged with the responsibility of ensuring the safety of passengers, employees, property and the general public which come in contact with the MTA system.

The Office of Safety, Quality Assurance and Risk Management (OSQARM) is empowered and authorized to develop, implement and administer a comprehensive, integrated and coordinated System Safety Program, including a specific plan to identify, prevent, control and resolve unsafe conditions during design, construction, testing, and operations and maintenance of MTA transportation systems.


Accordingly, the Office of Safety, Quality Assurance and Risk Management is empowered to order the cessation of unsafe activities or operations which are evaluated as presenting an immediate and serious hazard within the system and to conduct unannounced inspections aimed at identifying and eliminating unsafe practices, operations and/or conditions not corrected by immediate management/supervision.



Administrator



Deputy CAO & Chief Engineer



Chief Safety Officer, OSQARM

2. DEFINITIONS

MTA- Maryland Transit Administration

- The body charged with the expansion and renovation of the Transit System.

Contract

- The written agreement by and between the *MTA* and a Contractor.

Contractor

- Any individual, firm, or corporation undertaking maintenance, construction, or other services under Contract with the *MTA*.

Contractor's Safety Engineer

- A full time safety professional employed by the Contractor to manage the Contractor's safety efforts.

Contractor's Safety Supervisor

- A Contractor's employee separate from the superintendent hired to perform various tasks, including safety and other related duties, such as traffic control, utility coordination, etc.

Contractor Safety & Health Plan Guidelines

- The safety and loss prevention program established by the *MTA* to control the hazards and risks associated with the contracted projects.

Employer

- Any individual, firm, or corporation, except the *MTA* who provides direct manual and non-manual labor or service personnel at or emanating from the Site either by written or verbal Contract.

Insured's

- The Authority, Consultants, Contractors, Architects, Engineers, Subcontractors, and any other party named as insured's on the Certificates of Insurance signed by a duly authorized representatives of the Insurance Carriers.

OCIP

- The Owner-Controlled Insurance Program under which Worker's Compensation, Employer's Liability, Commercial General Liability, and Excess/Umbrella Liability insurance's are procured and paid for by the *MTA* for all Contractors and all tiers of Subcontractors providing direct manual or non-manual labor or service personnel at or emanating from the Project.

Resident Engineer

- Authorized representative of the *MTA* to supervise administration of a contract

Safety Committee

- A committee designated by *MTA* responsible for the coordination, direction, and management of the Contractor Safety & Health Plan.

3. PLAN ADMINISTRATION:

Purpose: These Contractor Safety & Health Plan Guidelines have been prepared to ensure the health and safety of all contractor employees by providing a consistent program for all contractors to follow and abide. The Contractor Safety & Health Plan Guidelines cannot possibly address all conditions that may arise; therefore, this plan establishes the minimum requirements and is not a complete working guide. These Contractor Safety & Health Plan Guidelines address both safety and health service issues.

The Contractor Project Specific Safety & Health Plan has been established to promote safety and to prevent, limit, reduce, and control hazards and risks associated with Maryland Transit Administration Project. The Contractor Project Specific Safety & Health Plan goals are to:

- Prevent personal injuries and property damage
- Achieve greater efficiency
- Reduce direct and indirect costs

The effectiveness of the Owner-Controlled Insurance Program will depend upon the active participation and sincere cooperation of the Contractor's supervisors and employees, and the coordination of their efforts in carrying out the following responsibilities:

1. Plan all work to eliminate bodily injury, property damage and loss of productive time.
2. Comply with Federal, State and Local laws, ordinances, industry standards and the requirements established in the Contractor Safety & Health Plan Guidelines.
3. Maintain a system of prompt detection and correction of unsafe practices and conditions.
4. Establish and conduct an educational program to stimulate and maintain interest and cooperation of employees. The education program shall include safety meetings and training programs, the use of personal protective equipment and mechanical guards, and prompt notification and investigation of all accidents or claims to attempt to determine the causes and take reasonable corrective action when possible.

4. GENERAL REQUIREMENTS

A. Contractors: (construction only)

OSHA Standards (29 CFR part 1926)

The Contractor shall provide two (2) copies of the most recent OSHA Standards for the Construction Industry (29 CFR Part 1926). One (1) copy shall be given to the MTA RE and remain the property of the MTA. One (1) copy shall be retained in the Contractor's Field Office.

1. Compliance with Contractor Safety & Health Plan:

Contractor's personnel who fail to comply with the site safety requirements shall not be considered qualified to perform services or work at the MTA Project. Such personnel denied site access for noncompliance with the site safety requirements, at the Resident Engineer's, or at his representative's request, shall not be granted site access for other services or work. Contractors who fail to control personnel actions regarding safety shall have their contract terminated. Contractors working at the MTA Project shall comply with, but not be limited to, the Occupational Safety and Health Act (OSHA),

Department of Transportation (DOT), Federal Railroad Administration, Federal Transit Administration (FTA) *MTA's* Safety Rules, Procedures, and site safety requirements. The Resident Engineer or his representative shall determine the Contractor's compliance with the site safety requirements.

2. Contractor Policy:

Each Contractor shall comply with all safety, fire, security policies, procedures, and safe work practices, as well as any other appropriate safety procedures specified in the contract. These combined safety requirements constitute the minimum safety performance required from each Contractor; all subcontractors must adhere to the General Contractor's Project Specific Safety & Health Plan. The Contractor cannot delegate the safety responsibility to the subcontractors, suppliers or other persons. The Office of Safety, Quality Assurance and Risk Management (OSQARM) and *MTA* Construction Division Safety will have final authority regarding contractor safety compliance.

3. Contractor Project Specific Safety & Health Plan:

Each Contractor shall have a written Project Specific Safety & Health Plan, in accordance with the contract, which addresses the service or work to be performed under the contract. The plan will provide the details commensurate with the services or work to be performed. **Within five calendar (5) days after issuance of NITA (Notice of Intent to Award) for the Contract the Contractor shall submit, at a minimum, a written "General Safety & Health Plan" to the Administration. Within five calendar (5) after the NTP (Notice To Proceed) the contractor must then submit a complete "Project Specific Safety & Health Plan" for approval.** *MTA* Construction Division Safety will review and comment on the Contractor's "Project Specific Safety & Health Plan". The Office of Safety, Quality Assurance and Risk Management will review, comment and approve the Contractor's "Project Specific Safety & Health Plan" With regards to the approval of the Contractor Project Specific Safety & Health Plan; work shall proceed as determined by the Administration. The Administration retains the right to prohibit the start of work until the Contractor's "Project Specific Safety & Health Plan" is approved by the Office of Safety Quality Assurance Risk Management. *A delay in submitting the Contractor Project Specific Safety & Health Plan will not constitute grounds for contract schedule extension or delay claim.*

The plan shall fully describe the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees, the public, and generally contribute to and enhance safety at the project site. The Contractor Project Specific Safety & Health Plan must reference standards, codes, rules, and regulations applicable to construction activities in the state and local jurisdiction. The Contractor Project Specific Safety & Health Plan shall include, but not be limited to, provisions of the Contractor Safety & Health Plan Guidelines.

The plan shall define the duties and responsibilities of employees at all levels as they pertain to the execution of and compliance with the Contractor Project Specific Safety & Health Plan.

4. Alcohol and Substance Abuse Policy:

The use of drugs and alcohol and their effects produce a serious threat and **ARE NOT TOLERATED** on any *MTA* project. The Contractor and all sub-tier contractors shall be responsible for implementing and maintaining an effective Substance Abuse Policy as part of the Contractor Project Specific Safety & Health Plan. Any costs incurred in the adoption, implementation, or administration of the Contractor/Subcontractors Substance Abuse Policy shall be the responsibility of the Contractor/Subcontractor. The policy shall address pre-employment, periodic, for cause and post accident testing.

5. Designation of Safety Representatives:

Each Contractor shall designate a competent Engineer/Supervisor to implement their Project Specific Safety & Health Plan. This responsible individual's name and résumé will be given to the Resident Engineer for approval by the Office of Safety, Quality Assurance and Risk Management. This individual may be required to appear for a personal interview by the Office of Safety, Quality Assurance and Risk Management. When the nature of the contract warrants, MTA may request the Contractor to employ a full-time qualified Contractor Safety Engineer/Supervisor. This designated person is required to have training appropriate to the nature of the work performed.

6. Safety Orientation:

The Contractor shall establish a written safety orientation and training program to provide employees with information regarding:

- The Contractor Project Specific Safety & Health Plan;
- Applicable safety rules and regulations;
- The responsibility of each employee to formally acknowledge receipt of the safety rules and safety orientation and training prior to performing or being assigned duties on the project.

The safety orientation and training programs shall address the responsibilities of the hourly employees, supervisory employees and management employees. Example: Personal Protective Equipment one must use, how to report any unsafe condition, and hazards present in the assignment and general work area.

Copies of written documentation of safety orientation and training programs shall be provided to the Resident Engineer promptly after they are conducted (See Form 108, *Job Orientation Acknowledgement Form*).

All Contractor and subcontractor employees of any tier performing work on or near the right-of-way of any MTA Rail System shall successfully complete the appropriate railway training course prior to start of work. Contractors and subcontractor employees who have not successfully completed the training course shall be removed from the Project.

7. Accident Investigation, Reporting, and Recordkeeping:

The Contractor shall verbally notify the Resident Engineer within twenty (20) minutes of any safety incident. Events to be reported immediately by the Contractor to Resident Engineer are:

- Near misses and minor accidents with a potential of serious injury or death;
- Serious accidents or injuries;
- Fatalities.

The Contractor is responsible for the prompt reporting of all occupational injuries and illnesses incurred by any site personnel or in any way related to project work.

Upon notification of an accident, the Contractor shall immediately secure the scene, investigate the circumstances of the accident and complete the *Incident Investigation Report* (see Form 102) and *Witness Statement* (see Form 102A). The investigation should include obtaining physical and photographic evidence. Completed forms are to be submitted to the Resident Engineer within eight (8) hours. Forms are to include sufficient and thorough detail. In completing this report, the Contractor shall review the

circumstances leading to the accident, review with the employee how the accident could have been prevented and the measures to be taken to prevent recurrence.

The Contractor shall cooperate with all resulting accident investigations and reporting. Additional documentation shall be submitted as required.

A. Serious/Fatal Accident Investigation:

Immediately, after a serious/fatal accident, an investigation team will begin a thorough investigation. The Resident Engineer, MTA's Construction Division Safety Officer and the Contractor's Safety Engineer/Supervisor will lead the investigation. It will be the responsibility of Resident Engineer and the Contractor to see that all documentation such as written statements, photographs, and drawings are maintained. A report of the investigation shall be made to the Office of Safety, Quality Assurance and Risk Management, the MTA Construction Management Division Safety, and the MTA Insurance Broker as soon as practical, but no later than 8:30 a.m. the following day.

B. Near-Miss Incidents:

All near-miss incidents shall be reported by using Form 102 *Incident Investigation Report* and Form 102A *Witness Statement*. Once completed these forms are to be forwarded to the Resident Engineer.

All near-miss incidents shall be investigated by the Contractor's Safety Engineer/Supervisor to ensure corrective and preventive measures are taken. This may involve working with and/or assigning responsibilities to other personnel. Near-miss incidents should also be reviewed by the Contractor during safety meetings so all employees are aware of the near-miss incidents, the potential for injury, and the actions necessary to prevent a recurrence.

C. Return-to-Work:

The Contractor and its subcontractors of any tier shall include, as part of their Contractor Project Specific Safety & Health Plan, a Return-to-Work program (also known a "Light Duty" or "Modified Work") to any injured employee who is released by a medical doctor with a signed release return-to-work form with restrictions, modifications, or alternative work. The Contractor shall develop a Return-to-Work program outlining how this will be accomplished. The Contractor and/or subcontractors shall hold a discussion with the Office of Safety, Quality Assurance and Risk Management, the MTA Construction Division Safety, and the MTA Insurance Broker prior to any injured employee being laid-off or terminated from a Return-to-Work program.

5. ROLES AND RESPONSIBILITIES

A. Contractor's Project Manager:

The Contractor's Project Manager shall:

1. Be responsible for the supervision of the Safety Engineer/Supervisor in carrying out the duties and responsibilities of the position.
2. Plan and implement work to comply with the stated objectives of the Contractor Project Specific Safety & Health Plan.
3. Comply with the provision of the contract dealing with safety and accident requirements.
4. Cooperate with MTA's designated safety representatives.

5. Authorize necessary immediate action to correct substandard safety conditions or acts reported or observed.
6. Attend safety meeting as required by the Resident Engineer.

B. Contractor's Safety Engineer/Supervisor:

The Contractor's Safety Engineer/Supervisor shall perform daily safety inspections of the contractor's and subcontractor's job sites to eliminate unsafe acts and/or conditions. The Contractor's Safety Engineer/Supervisor shall ensure that all of the contractor's employees are made aware of the steps to take in the event of an accident and the location of first-aid facilities. The position requires this individual to perform the following:

1. Provide timely reports in writing of any observed unsafe condition or practices, or violations of job security regarding safety issues; and take corrective actions. (See Form 110).
2. Investigate all accidents and implement immediate corrective action.
3. Report all injuries and accidents in a timely manner in accordance with federal and state laws and *MTA* requirements.
4. Provide Job Foremen with appropriate training materials to conduct weekly "tool box" safety meetings. Attend Engineer/Supervisor weekly "toolbox" safety meetings to evaluate the effectiveness of these meetings.
5. Review safety meeting reports submitted by Job Foremen and take necessary action to ensure that the Job Foremen hold meaningful weekly safety meetings.
6. Assist in the preparation of all accident investigation and reporting procedures.
7. Implement safety-training programs for supervisors and employees applicable to their specific responsibilities.
8. Be responsible for the control, availability and use of necessary safety equipment, including personal protective equipment and apparel for the employees.
9. Coordinate the safety activities with *MTA* personnel, and Insurer's safety representative, and take necessary steps to promptly implement safety recommendations.
10. Coordinate the public relations aspects of the Contractor Project Specific Safety & Health Plan with *MTA*.
11. Attend special safety meetings held or sponsored by *MTA*, the Insurer, or the Insurance Administrator. The safety Engineer/Supervisor is expected to participate in these sessions.
12. Ensure that adequate first-aid supplies and personal protective equipment are available at the work site and that personnel are qualified to administer first aid as required by contract.
13. Maintain Material Safety Data Sheets (MSDS) and provide unobstructed access to MSDS on the job site.
14. Advise the *MTA* R.E of any known hazardous operations that could adversely impact *MTA* employees or the public.

C. Contractor's On-Site Management Representative:

This person will ensure compliance with provisions of the contract, including the Contractor Project Specific Safety & Health Plan, OSHA, MOSH, and other agency and industry safety requirements and standards. Additional duties of the senior on-site Contract Representative or Project Manager shall include the following:

1. Review and direct immediate action to correct substandard safety conditions brought to his/her attention.
2. Take an active part in all supervisory safety meetings, including the discussion of observed unsafe work practices or conditions, a review of the accident experience and corrective actions, and encouragement of safety suggestions from employees.
3. Cooperate with the *MTA*, Consultants, and safety representatives of the Insurance Broker or Insurance Carrier.

D. Contractor's Safety Supervisor:

The Contractor Safety Supervisor will perform daily safety inspections of the Contractor's and Subcontractor's job sites to eliminate unsafe acts and/or conditions. The Contractor's Safety Supervisor will ensure the contractor's employees are made aware of steps to take in the event of an accident and the location of first aid facilities. The position requires the individual to perform the following:

1. Provide timely reports in writing of any observed unsafe conditions or practices, or violations of job safety issues; and take corrective action.
2. Investigate accidents and implement corrective action.
3. Report all injuries in a timely manner in accordance with federal and state laws and regulations and the Contractor Project Specific Safety & Health Plan.
4. Provide appropriate training materials to conduct weekly "tool box" safety meetings, and attend to evaluate the effectiveness of the meeting.
5. Review safety meeting reports and takes necessary action to ensure meaningful weekly safety meetings are held.
6. Assist in the preparation of accident investigations and reporting.
7. Implement safety-training programs for supervisors and employees applicable to their specific responsibilities.
8. Ensure the control, availability, maintenance, and proper use of necessary safety equipment, including personal protective equipment and apparel for the employees.
9. Coordinate safety activities with the *MTA's* Consultants and the Insurance Carrier safety representatives, and take necessary steps to promptly implement safety recommendations.
10. Attend regularly scheduled and any special safety meetings held or sponsored by the *MTA's* safety representatives or Consultants. The Contractor's Safety Supervisor shall participate in these meetings.
11. Ensure adequate first aid supplies are available at the work site and sufficient personnel are qualified to administer first aid and CPR as required.

E. Contractor's Employees:

Every contractor employee has the responsibility to comply with all health and safety regulations and directives, and to participate in the identification and control of hazards.

Additional responsibilities include but are not limited to:

1. Report health and safety hazards that they become aware of;
2. Follow established health and safety procedures;
3. Report injuries or illnesses that may be workplace related;
4. Properly utilize personal protective equipment when required;
5. Cooperate with and assist in investigations of accidents;
6. Inspect all equipment prior to use and report any unsafe condition to your supervisor immediately.

F. Safety Committee:

The Office of Safety, Quality Assurance and Risk Management and the *MTA* Construction Division Safety shall have three primary functions:

1. Leadership: Provide coordination, leadership, and direction for the Contractor Project Specific Safety & Health Plan.
2. Enforcement: Monitor the management of the Contractor Project Specific Safety & Health Plan to ensure the plan is maintained and enforced by all personnel.
3. Recommendations: Recommended resolutions to safety problems not routinely resolved by the Project Safety Engineers/Supervisors or Resident Engineers.

The Committee shall meet as required by the Chairperson. Members may request the Chairperson to call a meeting when the need develops. The Committee membership consists of:

- Resident Engineer/acting Chairperson
- Office of Safety, Quality Assurance and Risk Management Representative
- General Contractor (GC) Project Manager
- GC On-site Safety Engineer/Supervisor
- Insurance Safety Consultant
- Broker Insurance Safety Consultant
- *MTA* Construction Division Safety Representative

G. Modification of Contractor Project Specific Safety and Health Plan:

The *MTA* reserves the right to require the Contractor to modify, at any time, any portion of the Plan that is not in conformance with Federal, State, or Local codes and regulations, or with the *MTA* Contractor Safety & Health Plan Guidelines.

6. SAFETY REQUIREMENTS:

A. Safety Concerns:

The Safety Concern Form is to be utilized as a means to express safety concerns when other mechanisms have not addressed and/or corrected the issue in a timely manner.

To document the concern and help in its tracking, The Safety Concern Form (See Form 116, *Safety Concern*) is available and is located throughout the site. Once a Safety Concern Form is completed, forward it to the Resident Engineer who will review it and determine the appropriate action.

B. Safety Meetings:

Safety break or “tool box” meetings shall be held on a weekly basis at a minimum by each Contractor. It is recommended that a specific date and time be set up for these meetings. A meeting agenda should consist of at least the following:

- Statistics and performance review;
- Injury and accident reviews which include the reason(s) the accident occurred and a discussion on the corrective actions taken to prevent recurrence;
- Review and discussion of any outstanding items;
- Five-minute safety talk on a pertinent subject to the work performed.
- The Safety Meetings shall be documented and copied to the Resident Engineer (see Form 109, *Tool Box Safety Meeting*).

C. Safety Inspections:

The Contractor shall conduct daily safety inspections for each shift worked in accordance with contract specifications. Any unsafe conditions and/or acts detected during the safety inspections, or at any other time, should be corrected immediately and reported on Form 110, *Contractor Daily Safety Audit Checklist*. Completed copies, indicating action taken and date completed, shall be submitted daily to the RE’s office for review and verification of completion of required action.

The Resident Engineer shall maintain in their office the daily inspection reports and shall communicate to the MTA Construction Division Safety and the Office of Safety, Quality Assurance and Risk Management any trends and suggestions for improvement.

Any person on site has the authority to stop any job having the potential to be immediately dangerous to life and health. When a job is stopped, the Resident Engineer, and Site Superintendent shall be notified immediately so corrective actions can be taken. Until corrective actions are taken, the job will not commence.

Safety violations found by other safety inspectors shall be reported to the Resident Engineer and the Contractor’s on-site Safety Engineer/Supervisor who will ensure that the proper personnel are contacted so corrective measures are taken.

D. First Aid:

The Contractor shall have adequate first aid supplies on-site and first aid supplies shall be accessible for immediate use. Written procedures shall be developed to ensure that first aid supplies are replaced promptly if used, and are not missing or depleted.

Sufficient personnel shall be available at the work site(s) to render first aid. The first aid personnel shall be and have valid CPR and first aid certifications. (U.S. Bureau of Mines, American Red Cross, or an equivalent training program that can be verified.)

E. Safety Compliance:

Compliance with the safety requirements is mandatory. The Contractor's supervisory staff or the Safety Engineer/Supervisor who is unable or unwilling to assure performance in compliance with the safety obligations will not be acceptable for supervision. If substandard performance warrants, the person shall be removed from the project.

The Contractor shall be held responsible for safety compliance of their Subcontractor(s). Any Contractor and/or Subcontractor(s) or employee(s) who fails to comply with the project safety requirements will be considered unqualified to perform services or work at the *MTA*.

1. Noncompliance:

In the event the Resident Engineer deems it necessary to notify the Contractor in writing of noncompliance with any of the safety requirements contained in the safety regulations, by any governmental agency with the authority to enforce safety regulations or authorized representative of the *MTA*, the Resident Engineer shall:

- A. Notify the Contractor in writing of the noncompliance.
- B. Exercise the right to issue a suspend-work order stopping all or part of the work if the Contractor fails or refuses to take corrective action to abate the noncompliance notice in the specified time.
- C. Deny any claim or request from the Contractor for adjustment for additional time or money on the suspended work order issued under these circumstances.
- D. Require the removal of an employee or piece of equipment or correction of a situation that is deemed to be unsafe.

2. Contractor Analysis Report:

In the event that a Contractor and/or Subcontractor has been uncooperative on safety or contractual issues, the Resident Engineer shall prepare a report documenting the problem encountered. This report will form an historical record, which will be available to determine future course of action. This report will be reviewed by Office of Safety, Quality Assurance and Risk Management prior to being sent to the Contract Officer with recommendation for disciplinary action including removal from the project of an individual or termination of the contract.

F. Tours and Site Visitors:

Only visitors authorized by the *MTA* shall be allowed on a project. The following guidelines have been prepared as general instructions for organization, direction and safe conduct of such tours on *MTA's* Project Sites:

1. Escorted Visitors:

While on the job site, non-construction personnel or groups shall be accompanied at all times by an authorized representative from the Contractor, *MTA*, or designee familiar with the job site (Especially on any right of way).

2. Notification and Tours:

Personnel tours that do not involve technical inspections need to be cleared through the *MTA* Media Relations Department. Allowing a minimum 24-hour advance notice the Media Relation Department will contact the Resident Engineer at the sites to be visited to coordinate the tour and to make sure the necessary safety precautions are taken

Safety Awareness: All visitors must be informed, before entering the job site, the need for careful, orderly conduct and notified of any special hazards that may be encountered. All visitors and tour groups must comply with the safety precautions required, including the use of personal protective equipment, such as eye protection, hard hats, and reflective clothing that may be required. An adult will accompany children between the ages of 12 -15. No child will be allowed to accompany a tour under the age of 12.

G. Protection of the Public and Property:

The Contractor shall take the necessary precautions to protect the general public (individuals not contractually related to the project) from injury or damage to property and shall follow the contract requirements. The precautions to be taken shall at a minimum:

1. Perform no work in any area occupied or in use by the public unless specifically permitted by the contract or in writing from the *MTA* or designated Consultant.
2. Maintain public use of work areas where necessary involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
3. Keep sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public clear of obstructions to permit safe ingress and egress of the public at all times.
4. Appropriate warnings, conspicuous signs and instructional safety signs shall be posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.
5. Provide sidewalk shed canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.
6. Provide temporary fences around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is provided by the contract or as required (2) above. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal

frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or otherwise required by local jurisdiction involved.

7. Provide warning signs and lights, during periods of severely restricted visibility, and continuously from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public as needed. They shall be placed at both ends of such protection or obstructions and not over twenty (20) feet apart alongside of such protection or obstruction.
8. Provide temporary sidewalks when a permanent sidewalk is obstructed by the Contractor's operations. They shall be in accordance with the requirements of the local ordinances. Guardrails shall be provided on both sides of temporary sidewalks.
9. Provide guardrails on each side and vehicular and pedestrian, bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42) inches. Top rails and posts may be two inches by four inches (2 x 4) dressed wood or equal materials. Posts shall not be more than eight (8) feet apart.
10. Provide barricades where sidewalk shed fences or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.
11. Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.
12. Maintain all equipment, devices and structures so as to not pose a hazard to the public, property or employees, and to perform their intended functions properly at all times.

H. Traffic Control:

All work shall be planned well in advance to prevent traffic obstructions, public and MTA inconvenience, and lost work time. Therefore, a vehicle and/or pedestrian traffic plan shall be included as part of the Contractor Project Specific Safety & Health Plan. The plan shall include:

1. Traffic conditions;
2. Existing traffic controls;
3. Physical features;
4. Visibility restrictions;
5. Problems of access to private property;
6. Business access and activities;
7. The type, number and location of signs, barricades, lights and other traffic devices required for the work;
8. Means of mitigating any adverse effect upon the blind or other physically handicapped.

Flaggers are required:

1. Where workers or equipment intermittently block a traffic lane;
2. Where plans or permit allow the use of one lane for two directions of traffic (one flagger is required for each direction of traffic);
3. Where the safety of the public and/or workers determines there is a need.
4. Flaggers shall be certified.

I. Emergency Procedures:

The Contractor's emergency procedures should be continually reviewed and adjusted to provide maximum effectiveness. All such procedures are to be included in the Contractor Project Specific Safety & Health Plan and coordinated with the Resident Engineer.

The Contractor shall develop written procedures for, but not limited to the following events:

- Injury;
- Fire;
- Utilities damage – gas, water, electric, sewer, communications;
- Other potential emergency situations

Emergency procedures shall designate specific responsibilities for execution of and compliance with the Contractor's emergency plan.

Methods of promptly summoning Emergency Service Personnel and communication with the Resident Engineer shall be included in the procedure and made available at the job site before construction begins.

Actions to be taken during emergencies should be discussed at "tool box" safety meetings regularly.

J. Media Relations and Safety:

In any emergency affecting the safety of persons or property, the Contractor shall act immediately, as necessary and appropriate to prevent or minimize the threatened damage, injury or loss. The Contractor shall notify the Resident Engineer immediately of the situation and all actions taken.

For all press inquiries for emergencies, news releases or announcements related to the job, photo session, the Contractor shall refer the press to the *MTA* Media Relations.

The Contractor should make no statements until authorized by the *MTA*'s Office of Media Relations.

7. SPECIFIC SAFETY STANDARDS

A. Personal Protective Equipment:

OSHA Reference 1926.100-106, Subpart E, "Personal Protective and Life-Saving Equipment."

Minimum requirements for this section are:

- Hard Hats: Approved ANSI Z89.1-1969 hard hats shall be worn at all times while on the construction site. Hard Hats shall be worn properly with the bill forward unless the eye

protection prevents this, as with welders.

- **Eye Protection:** This is a 100% eye protection project. Employees must wear ANSI Z87 approved safety glasses with side shields 100% of the time while in the construction areas.
- **Clothing:** Full-length trouser without excessive length or flared bottoms is required. Shirts must cover the entire mid-section and the sleeves must cover the entire shoulder. Sleeveless shirts, tank tops, net shirts, halter tops, and any clothing with derogatory language or offensive photographs shall not be worn on the construction site.

ANSI Class II High Visibility Reflective Clothing will be worn at all times when in the right of way of rail, highway, or area of construction.

Flame resistant clothing must be worn for all electrical, welding / hot work

- **Work Shoes:** A serviceable pair of ANSI Z.41.1-1967 work shoes or boots made of leather or similar material shall be worn. Steel toe shoes and metatarsal covers are required for all track and rail operations, operating jackhammers, earth compacting equipment, and other areas when designated. Tennis shoes, sandals and other similar shoes are not permitted.

Other requirements may include, but not be limited to:

- **Respirators:** Respirators shall be worn when required.
- **Hearing Protection:** Hearing protection shall be worn when required.
- **Fall Protection:** Guardrail systems, safety nets, or personal fall protection must be used during any activity where a worker is exposed to a fall hazard greater than four (4) or six (6) feet depending on the work involved. Full body safety harnesses with seat support and shock absorbing lanyards are the only acceptable fall protection outside of safety rails and nets.

B. Housekeeping:

OSHA Standard 1926.25, Subpart C, "General Safety & Health Provisions"

C. Guardrails and Perimeter Protection:

OSHA Standard 1926, Subpart M, "Floor and Wall Openings"

D. Concrete and Form Work:

OSHA Standard 1926, Subpart Q, "Concrete and Masonry Construction"

E. Reinforced Steel (Rebar)

OSHA Standard 1926, Subpart Q, Concrete and Masonry Construction

F. Excavations, Trenching, and Shoring:

OSHA Standard 1926, Subpart P, "Excavation", including appendix A-F

G. *Fire Protection and Prevention:*

OSHA Standard 1926, Subpart F, "Fire Protection and Prevention"; National Fire Protection Association (NFPA) Regulations; local fire codes. The Contractor shall, in addition to complying with the Federal, State, and Local Fire Codes and regulations, prohibit the presence or use of open fire. The Contractor shall require that temporary heating or warming devices be UL approved.

H. *Flammable and Combustible Liquids:*

OSHA Standard 1926, Subpart F, "Fire Protection and Prevention"; National Fire Protection Association (NFPA) Regulations; local fire codes.

I. *Confined Area (Space) Entry:*

OSHA Standard 1910.146, "Permit Required Confined Spaces".

All confined space entry work is to be discussed with the RE and the on-site Safety Engineer/Supervisor forty-eight (48) hours prior to entry. *The Confined Space Entry Permit* (Form 107, Attachments) shall be filled out by the Contractor and kept at the jobsite. The MTA Office of Safety, Quality Assurance & Risk Management (OSQARM) shall be notified forty eight (48) hours prior to confined space entry. All completed, terminated or expired permits shall be submitted to the OSQARM within twenty four (24) hours of completion, termination, or expiration; Resident Engineer shall receive duplicate copy.

Evaluating the Environment:

Tests for oxygen deficiency, flammability, and toxicity are to be made before any entry into a confined space.

J. *Mobile and Tower Crane Safety:*

OSHA Standard 1926.550-556, Subpart N - "Cranes, Derricks, Hoists, Elevators and Conveyors".

K. *Rigging Requirements:*

OSHA Standard 1926.250-252, Subpart H - "Material Handling, Storage, Use and Disposal".

L. *Environmental Policy Statement:*

Refer to Section 01570 "Environmental Protection" of the contract.

The environmental control issues will be specifically detailed within the individual bid packages, as they are developed.

M. *Hazard Communication Program Responsibilities:*

OSHA Standard 1926.59, Subpart D, - "Occupational Health and Environmental Controls".
OSHA Standard 1910.1200, "Hazard Communication".

All chemicals brought on *MTA* property require prior approval from The Office of Safety, Quality Assurance & Risk Management. (Form 117). Parts one (1) and two (2) of Form 117 must be completed for each MSDS submitted for evaluation.

N. Use of Explosives/Blasting:

OSHA Standard 1926.900, Subpart U- “Blasting and Use of Explosives”

8. APPLICABLE GOVERNMENT AGENCY AND INDUSTRY SAFETY STANDARDS:

The Contractor shall comply with, but is not limited or precluded to, the safety standards and provisions of the following agencies, associations, councils, societies, etc.

- Regulation, 49, CFR, Parts 27, 37, and 3 U.S. Department of Transportation (DOT) (“American with Disabilities Act”).
- Regulation 40 CFR 261 Environmental Protection Agency (EPA) Titled: Identification and Listing of Hazardous Waste (Implemented by State DER (Dept. of Environmental Resources).
- Regulation 40 CFR 403 General Pretreatment Regulations For Existing And New Sources Of Pollution (Sewer)
- Regulation 49 CFR, Part 29, “Drug Free Workplace Act”.
- Regulation 49 CFR, Part 653, 654 and 655, “Prevention of Alcohol and Prohibitive Drug Misuse in Transit Operations”.
- Regulation 49 CFR 659 “Rail Fixed Guideway Systems: State Safety Oversight
- Federal Transit Administration (FTA) and incorporated documents by reference or submission to and acceptance by *MTA* and includes:
 1. MIL-STD-882B “System Safety Program Plan Requirements”
 2. FTA “Recommended Emergency Preparedness Guidelines for Rail Transit Systems”
- OSHA Standards 29 CFR 1926, Construction Standards
- OSHA Standards 29 CFR 1910, General Industry Standards
- COMAR 09.12.20 thru 33. Maryland Occupational Safety and Health
- COMAR Title 26 Maryland Department of the Environment,
- Underwriters Laboratories, Inc.
- U.S. Army, Corp of Engineers
- American Society for Testing of Materials (ASTM)
- American National Standards Institute (ANSI)
- National Fire Protection Association (NFPA)
- Local and State Building and Fire Code Standards

Contractor Project Specific Safety and Health Plan Forms

Form 102

- **Incident Investigation Report**

Form 102A

- **Witness Statement**

Form 107

- **Confined Space Entry Permit**

Form 108

- **Job Orientation Acknowledgement**

Form 109

- **Tool Box Safety Meeting**

Form 110

- **Contractor Daily Safety Audit Checklist**

Form 112

- **Safety Observation Notice**

Form 116

- **Safety Concern**

Form 117

- **MSDS Evaluation Request**

Form 118

- **Hot Work Permit**



Confined Space Entry Permit

Permit valid for eight (8) hours only

Date Issued:		Time Issued:		Date Expires:		Time Expires:	
Job Site:				Equipment worked on:			
Worked to be Performed:							
Supervisor: (Print)				(Phone)			
Attendant: (Print)				(Phone)			
Entrant: (Print)				Entrant: (Print)			
Entrant: (Print)				Entrant: (Print)			
Communication Procedures:							
Rescue Procedures as arranged & verified by Supervisor (Include phone numbers):							
Supervisor, Attendant, Entrant have successfully completed required trained:						Yes:	No:
Atmospheric Check: (Various Levels) Before Isolation & Ventilation		Date:	Time:	Oxygen: > 19.5%	Explosives: <10% LFL	Toxic % PPM <10ppm H ₂ S	
Atmospheric Check: (Various Levels) After Isolation & Ventilation		Date:	Time:	Oxygen: > 19.5%	Explosives: <10% LFL	Toxic % PPM <10ppm H ₂ S	
Atmospheric Tester's Signature:							
Direct Reading Gas Monitor:		Test Date:	Make:	Model #:	Serial #:		
Requirements Completed:		N/A		Yes		No	
a) Lockout Tag out							
b) Line(s) Broken, Capped, Blanked							
c) Purge, Flush & Vent							
d) Ventilation							
e) Secure Area (Fall Protection)							
f) Respirator (s)							
g) Emergency Personnel Notified							
h) Full Body harness w/"D" Ring							
i) Retrieval Equipment							
j) Fire Extinguishers							
k) Lighting (Explosion Proof)							
l) Protective Clothing							
Continuous Monitoring: (Various Levels) Every 2 hours		Date:	Time:	Oxygen: > 19.5%	Explosives: <10% LFL	Toxic % PPM <10ppm H ₂ S	
		Date:	Time:	Oxygen: > 19.5%	Explosives: <10% LFL	Toxic % PPM <10ppm H ₂ S	
		Date:	Time:	Oxygen: > 19.5%	Explosives: <10% LFL	Toxic % PPM <10ppm H ₂ S	
		Date:	Time:	Oxygen: > 19.5%	Explosives: <10% LFL	Toxic % PPM <10ppm H ₂ S	
Continuous Tester's Signature:							
Material Safety Data Sheets Approved:		N/A		Yes		No	
Known Hazards:							
Supervisor Authorizing All Conditions Satisfied							
Print:				Signature:		Date:	
<p>This permit is to be kept on the job site. The MTA Office of Safety, Quality Assurance & Risk Management (OSQARM) must be notified 48 hours prior to confined space entry. All completed, terminated and expired permits are to be submitted to the OSQARM within 24 hours of completion, termination or expiration. Phone: 410-454-7143 Fax: 410-454-7138</p>							

JOB ORIENTATION ACKNOWLEDGEMENT FORM
Form 108

My signature below acknowledges my completion of the project specific safety orientation and review of the security rules and regulations. I agree to adhere to these, as well as all other specific project rules and regulations.

Check as covered:

<input type="checkbox"/> Eye Protection	<input type="checkbox"/> Fire Protection
<input type="checkbox"/> Head Protection	<input type="checkbox"/> Interim Life Safety Measures
<input type="checkbox"/> Foot Protection	<input type="checkbox"/> Drug Policy
<input type="checkbox"/> Clothing Requirements	<input type="checkbox"/> Employee's Guide to WC Managed Care
<input type="checkbox"/> Fall Protection	<input type="checkbox"/> MSDS Procedure
<input type="checkbox"/> Scaffold Tagging Requirements	<input type="checkbox"/> Security
<input type="checkbox"/> Work Permit	<input type="checkbox"/> Lockout Procedures
<input type="checkbox"/> Hot Work Permit	

Project Identification Data Sheet

Please Print Clearly

Last Name: _____ First Name: _____

SSN: _____ - _____ - _____ Employer: _____

Trade: _____ Contact Number: _____

Signature: _____ Date: _____

A Photo ID will be required at the time the Project ID is issued.

CONTRACTOR DAILY SAFETY AUDIT CHECKLIST

Form 110

This list is intended to be used as a starting point for your company. Add exposures that are specific to your construction activities as necessary. Look for other unsafe acts and conditions, and then document them so that corrective action can be taken and recorded

Company Name _____

PROJECT NAME: _____

DATE: _____

JOB/PROJECT #: _____

SUPERVISOR: _____

Reported injuries, and corrective actions, since last safety survey: (i.e. cut hand, debris in eye, back strain, etc..)

	AREA/ITEM	STATUS Ok / Not Ok	PROBLEM AND CORRECTIVE ACTION	Control Completion Date/Initial s
1	Housekeeping			
	Walkways, exits, work areas, clear	<input type="checkbox"/> <input type="checkbox"/>		
	Nails bent over or removed from scrap	<input type="checkbox"/> <input type="checkbox"/>		
	Waste materials properly placed/cleaned up	<input type="checkbox"/> <input type="checkbox"/>		
	Hazardous construction materials controlled	<input type="checkbox"/> <input type="checkbox"/>		
	Waste bins emptied and placed throughout site			
	Designated lunch areas kept clean and trash cans available	<input type="checkbox"/> <input type="checkbox"/>		
2	Fall Protection			
	Scaffolds over 7 ½" properly tied off and guard rails in place	<input type="checkbox"/> <input type="checkbox"/>		
	Scaffold planks and footings properly placed	<input type="checkbox"/> <input type="checkbox"/>		
	Interior stair railings in place	<input type="checkbox"/> <input type="checkbox"/>		
	Roof/floor openings properly protected	<input type="checkbox"/> <input type="checkbox"/>		
	Ladders in good mechanical condition	<input type="checkbox"/> <input type="checkbox"/>		
	Ladders properly used by tradespersons	<input type="checkbox"/> <input type="checkbox"/>		
	Safety harnesses used if required, good anchorage points	<input type="checkbox"/> <input type="checkbox"/>		
	Other	<input type="checkbox"/> <input type="checkbox"/>		

3	Falling Material		
	Construction materials secured to prevent them falling on workers	<input type="checkbox"/> <input type="checkbox"/>	
	Construction materials secured to prevent them from being blown by wind or knocked over the edge of the roof	<input type="checkbox"/> <input type="checkbox"/>	
	Pallets properly stacked and not tipping	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
4	Electrical		
	Electrical <u>extension cords</u> not frayed or cut exposing internal wiring	<input type="checkbox"/> <input type="checkbox"/>	
	Electrical <u>tool cords</u> not frayed or cut exposing internal wiring	<input type="checkbox"/> <input type="checkbox"/>	
	Grounding (GFCI) in use as required	<input type="checkbox"/> <input type="checkbox"/>	
	Adequate lighting in work areas	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
5	Personal Protective Equipment		
	Safety Glasses / Goggles as required	<input type="checkbox"/> <input type="checkbox"/>	
	Hard Hats if required	<input type="checkbox"/> <input type="checkbox"/>	
	Gloves if required	<input type="checkbox"/> <input type="checkbox"/>	
	Sturdy work shoes/boots or steel toed shoes if required	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
6	Machinery		
	Properly guarded	<input type="checkbox"/> <input type="checkbox"/>	
	Properly used	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
7	Fire Protection		
	Flammables properly used/stored	<input type="checkbox"/> <input type="checkbox"/>	
	Fire extinguishers on hand	<input type="checkbox"/> <input type="checkbox"/>	
	Protective guards in place during welding and soldering to prevent flame from reaching combustible materials in the building walls	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	

8	Public / Worker Protection		
	Barricades in place as necessary	<input type="checkbox"/> <input type="checkbox"/>	
	Trenches 5' and greater properly sloped or shored	<input type="checkbox"/> <input type="checkbox"/>	
	Operations (such as rebar bending, etc.) not being conducted in active street	<input type="checkbox"/> <input type="checkbox"/>	
	Fences installed as necessary/planned	<input type="checkbox"/> <input type="checkbox"/>	
	Free standing chain link fences protected from falling on sidewalks/work areas in the event of unexpected high winds	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
9	Vehicle Operation on Jobsite		
	Backup warning signals in operation	<input type="checkbox"/> <input type="checkbox"/>	
	Speed properly controlled	<input type="checkbox"/> <input type="checkbox"/>	
	Properly parked	<input type="checkbox"/> <input type="checkbox"/>	
	Other	<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
10	Behavior Based Safety (BBS)		
	Employees following safety rules	<input type="checkbox"/> <input type="checkbox"/>	
	Unsafe acts observed (i.e. unsafe lifting/material handling could lead to a muscle strain)	<input type="checkbox"/> <input type="checkbox"/>	
	Good safety culture observed (i.e. employees follow safety rules when they are on their own and no one is observing them).	<input type="checkbox"/> <input type="checkbox"/>	
	Other areas of behavior that need to be addressed	<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
11	OTHER		
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/>	

JOB/PROJECT #: _____

SUPERVISOR: _____

Reported injuries, and corrective actions, since last safety survey: (i.e. cut hand, debris in eye, back strain, etc..)

SAFETY OBSERVATION NOTICE
Form 112

To Prime Contractor: _____ Date: _____

The Resident Engineer is formally notifying the Prime Contractor Party that the following condition(s) are in non-compliance with the safety requirement established for the Project:

Originator: _____

Prime Contractor's Corrective Action: _____ Date: _____

Corrective Action Completed: Yes No

Safety Engineer/Supervisor/Designee: _____ Date: _____

FOLLOW UP

- Complete
- Incomplete
 - 2nd Notice Sent: _____

Completion Sign-off
Originator: _____ Date: _____

cc: _____ / _____
OSQARM / MTA Construction Division Safety

SAFETY CONCERN**Form 116**

Date; _____

NO. _____

Here's **MY CONCERN**. Describe safety condition that should be improved, changed, or corrected. (Please print, type or write clearly – use black ink. If more room is needed, attach additional sheets.)

Here's **MY RECOMMENDED CORRECTIVE ACTION**

Name: _____

Contractor: _____

Address: _____

Employee No: _____

Telephone #/Ext. _____

Receipt Acknowledged: _____

Resident Engineer

HERE'S MY SAFETY CONCERN
Instructions

1. Enter your concern on the Safety Concern blank.
 - a. Use sheets of plain paper if you need additional space.
 - b. Draw a sketch if you think it will help.
2. In the lower portion of the SC blank, enter your name, address, telephone number or extension, department, and employee number so the canary copy can be returned to you with response to your concern.
3. Seal the completed form and any attachments in an envelope and submit to:

Resident Engineer



MARYLAND TRANSIT ADMINISTRATION

Form 117

Material Safety Data Sheet (MSDS) Evaluation Request

**Send to this form along with a legible English language MSDS and any other related information to:
Dennis Rafferty Sr., Manager Occupational Safety & Health, 1515 Washington Blvd., Baltimore, Md. 21230
drafferty@mta.maryland.gov**

PART 1 (Completed by Sales Representative)		
Name Of Product To Be Evaluated:	Date	
Manufacture's Name, Address & Phone:		
Sales Representative's Name And Phone Number:		
Distribution Company's Name, Address & Phone:		
PART 2 (Completed by End User – MTA or Contractor) Describe the location and intended use. IE – Spray application on vehicle to remove graffiti.		
Location Used:		
Intended Use:		
Requested By		Date
PART 3 (Office of Safety Determination)		
This Product Is:		Date
<input type="checkbox"/>	Approved For Test Only See Restrictions Below	
<input type="checkbox"/>	Approved For MTA Use As Directed	
<input type="checkbox"/>	Approved With Attached Restrictions Below	
<input type="checkbox"/>	Not Approved For MTA Use	
Restrictions:		
MTA MSDS Reference Number:		
Approved By:		

MARYLAND TRANSIT ADMINISTRATION

FORM 118

HOT WORK PERMIT

DATE ISSUED _____ VALID UNTIL _____

BUILDING _____ BUILDING # _____ PROJECT # _____

LOCATION OF WORK _____

CONSTRUCTION PROJECT MANAGER/PHONE # _____

CONTRACTOR/PHONE # _____

The location where this work will take place will be examined before the start of cutting/welding operations and all the appropriate precautions (**including any that exceed those outlined below**) will be taken.

Signed (at issue of permit) _____ Date _____

Print name _____

FIRE SAFETY PRECAUTIONS

BEFORE THE WORK - *All* of the following precautions must be taken:

- Cutting and/or welding equipment must be thoroughly inspected and found to be in good repair, free of damage or defects.
- A multi-purpose dry chemical, portable fire extinguisher must be located such that it is immediately available to the work and is fully charged and ready for use.
- At least one fire alarm pull station or means of contacting the fire department (i.e. site telephone) must be available and accessible to person(s) conducting the cutting/welding operation.
- Floor areas under and at least 35 feet around the cutting/welding operation must be swept clean of combustible and flammable materials.
- All construction equipment fueling activities and fuel storage must be relocated at least 35 feet away from the cutting/welding operation.

Where applicable, the following precautions will also be taken before the work begins:

- Fire resistant shields (fire retardant plywood, flameproof tarpaulin, metal, etc.), must cover combustible floors.
- Spark/slag catchers (fire retardant plywood, flameproof tarpaulins, metal, etc.) must be suspended below any elevated cutting/welding operation.

- ❑ All floor and wall openings must be covered to prevent sparks/slag from traveling to other, unprotected areas.
- ❑ Containers in or on which cutting/welding will take place must be purged of flammable vapors.

DURING / AFTER THE WORK - The following precautions will be taken:

- ❑ Person(s) must be assigned to a fire watch during and for at least 30 minutes after all cutting/welding ceases.
- ❑ Fire watch person(s) are to be supplied with multi purpose dry chemical, portable fire extinguisher and trained in its use.
- ❑ A fire alarm pull station or means of contacting the fire department (i.e. site telephone) available and accessible to fire watch person(s).

The location where this work will take place has been **examined before the start** of cutting/welding operations and all the appropriate precautions have been taken. *Responsible party to sign under Signature 1 for each date.*

The work area and all adjacent areas to which sparks and heat might have spread (including floor levels above and below and on opposite side of walls) were **inspected 30 minutes after** the cutting and or welding operations ceased for the day and were found to be fire safe. *Responsible party to sign under Signature 2 for each date.*

	Signature 1	Signature 2
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____