



Maryland Department of Transportation

*State Highway Administration
Baltimore, Maryland
Invitation for Bids*

Contract No. WA2025280

**Cleaning and Painting of Existing Bridge Nos. 2106900,
2109203, 2109204, and 2111400 on Various Routes in
Washington County**

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

The State Highway Administration will only be responsible for the completeness of documents, including all addenda, obtained directly from posting on eMaryland Marketplace by the Administration.

Failure to complete and include the Addendum Receipt Verification Form may cause the bid to be irregular.

VENDOR I.D. NUMBER

S.H.A. USE ONLY



Maryland Department of Transportation

*State Highway Administration
Baltimore, Maryland
Invitation for Bids*

Contract No. WA2025280

**Cleaning and Painting of Existing Bridge Nos. 2106900,
2109203, 2109204, and 2111400 on Various Routes in
Washington County**

Note to Contractor: There will be no pre-bid session for the above listed contract.

NOTICE TO CONTRACTORS

eMaryland Marketplace.

eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. All associated materials, the solicitation, the summary of pre-bid meetings, bidder's questions and the Procurement Officers responses, Addenda, and other solicitation related information will be provided via eMM;

<https://emaryland.buyspeed.com/bsa/>.

Bidders must register on eMM in order to receive a Contract Award. Registration is free; should you have any questions regarding registration, please call the eMM Help Desk at 410-767-1492.

Bidder's List.

The Bidders list for this solicitation is available on the eMM website, (<https://emaryland.buyspeed.com/bsa/>). To view this:

- On the eMaryland website; <https://emaryland.buyspeed.com/bsa/>;
- Click Open Bids on the login Screen (DO NOT LOG IN to eMaryland);
- Open bid opportunities will be listed (you can filter the list by category, if desired);
- On the open bids screen, the right hand column is labeled Bid Holders List;
- When the solicitation is found, double click the List link to view the Bid Holders List.

If you need additional assistance, please contact the eMM Help Desk at 410-767-1492.

Bid Opening and Requirements.

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

The Office of Construction
Contract Awards Team
7450 Traffic Drive
Building 4
Hanover, MD 21076

and per TC SECTION 2 BIDDING REQUIREMENTS AND CONDITIONS of the 2008 Standard Specifications for Construction and Materials.

Bidders are required to provide verifications for each Addenda and are required to include those verifications in your sealed bids.

TABLE OF CONTENTS

	SHEET NO.
Invitation for Bids -----	i
Title Sheet -----	ii
Notice to Contractors - eMaryland Marketplace-----	iii
Table of Contents -----	iv - vi

CONTRACT PROVISIONS

Notice to All Holders of This Contract Document- National Cooperative Highway Research Program (NCHRP) Report 350 Implementation Schedule for Devices Used In the Maintenance of Traffic -----	1 - 2
Manual on Uniform Traffic Control Devices (Mutc) Requirements-----	3
Occupying Wetlands -----	4
Affirmative Action Requirements Utilization of Minority Business Enterprises for Straight State Contracts -----	5 - 14
MBE Dual Certification -----	15
Apprentice Training Fund-----	16 - 21
DBE Compliance Field Meeting -----	22
Traffic Control Plan Certification-----	23
Prevailing Wage Instructions for the Contractor-----	24 - 27
Wage Rate Determination -----	28 - 33
Contractor Affirmative Action Program -----	34 - 42
High Visibility Safety Apparel Policy-----	43 - 44

SPECIAL PROVISIONS

SP-Project Description, Specifications, Employment Agency -----	45
SP-Notice to Contractor -----	46 - 51

TABLE OF CONTENTS

SHEET NO.

SP-DLLR Letter on Bridge Painter Classification-----	52
--	----

GENERAL PROVISIONS
TERMS AND CONDITIONS

SP-TC Section 4-Control of Work	
TC-4.02 Failure to Maintain Project -----	53

SPI-TC Section 6- Restrictions and Permits	
TC 6.10 Recycled or Rehandled Material -----	54

SP-TC 6.14 Storing Materials and Equip on /Against Structures -----	55
---	----

CATEGORY 100 PRELIMINARY

SPI-Section 103-Engineers Office	
103.03 Construction -----	56

SP-Section 103-Engineers Office	
103.03.06 Computer System -----	57 - 60

SP-Section 104-Maintenance of Traffic	
104.00 General -----	61 - 62

SP-Section 104-Maintenance of Traffic	
104.01 Traffic Control Plan (TCP) -----	63 - 67

SP-Section 104-Maintenance of Traffic	
104.02 Maintenance of Traffic (MOT) -----	68

SPI-Section 104-Maintenance of Traffic	
104.07 Arrow Panel-----	69

SPI-Section 104-Maintenance of Traffic	
104.12 Drums for Maintenance of Traffic-----	70

SPI-Section 104-Maintenance of Traffic	
104.14 Cones for Maintenance of Traffic -----	71

SPI-Section 104-Maintenance of Traffic	
104.19 Portable Variable Message Signs (PVMS)-----	72 - 73

SP-Section 104-Maintenance of Traffic	
104.21 Cellular Telephones -----	74

SPI-Section 104-Maintenance of Traffic	
104.23 Protection Vehicle -----	75

SPI-Section 104-Maintenance of Traffic	
104.31 Accessible Pedestrian Maintenance of Traffic -----	76 - 77

TABLE OF CONTENTS**SHEET NO.**

SP-Section 113-Digital Camera -----	78
CATEGORY 200 GRADING	
CATEGORY 300 DRAINAGE	
SPI-Section 308-Erosion and Sediment Control Description -----	79 - 84
SP-Section 308-Erosion and Sediment Control General Notes-----	85 - 87
CATEGORY 400 STRUCTURES	
SP-Section 436-Cleaning and Painting Existing Structural Steel 436.01 Description -----	88 - 89
SP-Section 400-Paint System Performance Warranty-----	90 - 91
SP-Section 499-Working Drawings 499.03 Construction-----	92
CATEGORY 500 PAVING	
CATEGORY 600 SHOULDERS	
CATEGORY 700 LANDSCAPING	
CATEGORY 800 TRAFFIC	
UTILITIES	
SP-Section 875-Utility Statement -----	93 - 97
CATEGORY 900 MATERIALS	
SPI-Section 900.03 Recycled Materials-----	98 - 102
SPI-Section 901.01 Aggregates -----	103 - 108
MISCELLANEOUS CONTRACT DETAILS	
Bridge Standard No. M(0.04) 99-331 -----	109
PROPOSAL FORM PACKET	
Bid Instructions and Addenda Receipt Form-----	110 - 111
Proposal Form Packet (State) -----	112 - 157



CONTRACT PROVISIONS

(NCHRP) REPORT 350 AND MASH IMPLEMENTATION SCHEDULE

CONTRACT NO. WA2025280

1 of 2

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

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

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

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

Category 1 Devices

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

Category 2 Devices

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

Category 3 Devices

(a) Truck Mounted Attenuators (TMAs) and Trailer Truck Mounted Attenuators (TTMAs).

(b) Temporary Barrier.

(1) Concrete Barrier.

(2) Traffic Barrier W Beam and Water Filled Barrier.

(3) Steel/Aluminum Barrier.

(c) Temporary End Treatments.

Category 4 Devices

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

CONTRACT PROVISIONSCONTRACT NO. WA2025280
2 of 2**(NCHRP) REPORT 350 AND MASH IMPLEMENTATION SCHEDULE**

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

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

CONTRACT NO. WA2025280

1 of 1

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL
DEVICES (MdMUTCD) REQUIREMENTS

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



CONTRACT PROVISIONS
OCCUPYING WETLANDS

CONTRACT NO. WA2025280

1 of 1

OCCUPYING WETLANDS

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

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

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



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
1 of 10

AFFIRMATIVE ACTION REQUIREMENTS
UTILIZATION OF MINORITY BUSINESS ENTERPRISES
FOR STRAIGHT STATE CONTRACTS
(Where the Contractor's bid exceeds \$50,000)

A. General

For the purpose of these requirements, the following terms as defined below shall apply:

Administration Representative – A Minority Business Enterprise (MBE) Officer of an Administration who enforces the laws and regulations pertaining to minority business enterprise and Contract compliance.

Affirmative Actions – Specific steps taken to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve minority businesses fully in contracts and programs.

Business Enterprises – A legal entity which is organized in any form other than as a joint venture (e.g., sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions.

Certified Business – A business which by order of the Chair/MBE Advisory Council or his/her designee, has been certified as a bona fide MBE.

Director, Office of Equal Opportunity – The individual designated for the Administration's overall MBE compliance.

Joint Venture – An association of a MBE firm and one or more other firms to carry out a single, for profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Minority Business Enterprise (MBE) – Any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51 percent owned and controlled by one or more minority persons, or a nonprofit entity organized to promote interests of the physically or mentally disabled.

MBE Directory – A compilation of businesses certified by MDOT as minority or socially and economically disadvantaged businesses. The directory will be published annually with quarterly supplements. It will also be provided in automated format and on the Internet to be updated as changes are made.

MBE Program – A program developed by MDOT to implement the requirements of Title 14, Subtitle 3 of the State Finance Procurement Article, Annotated Code of Maryland and Title 10, Subtitle 3 of the State Finance Procurement Article of the Annotated Code of Maryland for Leases of State-Owned Property.



CONTRACT PROVISIONS

MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280

2 of 10

MBE Participation Packet – The documents submitted by the bidder or proposer pursuant to the appropriate special bid provisions. The MBE Participation Packet shall consist of the MBE Utilization Affidavit and the MBE Participation Schedule, both of which must be submitted with your bid or initial price proposal. The MBE Participation Packet also includes the following documents which are submitted after bids or proposals are opened: MDOT Outreach Efforts Compliance Statement (Form MDOT-OP-014-2), the MDOT MBE Subcontractor Project Participation Affidavit (Form MDOT-OP-015-2), the MDOT Joint Venture Disclosure Affidavit (Form D-EEO-006) and the Minority Contractor Unavailability Certificate (Form OOC46).

Minority or Minority Person for Straight State Contracts - Member of one of the following socially and economically disadvantaged groups:

1. African American – An individual having origins in any of the Black racial groups of Africa;
2. American Indian/Native American – An individual having origins in any of the original peoples of North America and who is a documented member of a North American tribe, band, or otherwise organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States or a state through treaty, agreement, or some other form of recognition. This includes an individual who claims to be an American Indian/Native American and who is regarded as such by the American Indian/Native American community of which he/she claims to be a part, but does not include an individual of Eskimo or Aleutian origin;
3. Asian – An individual having origins in the far East, Southeast Asia, or the Indian Subcontinent and who is regarded as such by the community of which the person claims to be a part;
4. Hispanic – An individual of Mexican, Puerto Rican, Cuban, Central or South American, Portuguese or other Spanish culture or origin regardless of race, and who is regarded as such by the community of which the person claims to be a part;
5. Women – This category shall include all women, regardless of race or ethnicity, although a woman who is also a member of an ethnic or racial minority group may elect that category in lieu of the gender category; or
6. Physically or Mentally Disabled – An individual who has an impairment that substantially limits one or more major life activity, who is regarded generally by the community as having such a disability, and whose disability has substantially limited his or her ability to engage in competitive business.

B. MBE and Good Faith Effort Requirements

1. This contract includes an MBE participation goal for subcontracting, and/or procurement of materials, and/or services. Bidders/Offerors must make a good faith effort to meet the MBE participation goal **before bids or proposals are due**, including outreach efforts. A bid or initial proposal must include both a completed and executed Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule. The failure of a bidder to complete and submit the Certified MBE Utilization and Fair Solicitation



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
3 of 10

Affidavit and MBE Participation Schedule shall result in a determination that the bid is not responsive. The failure of an offeror to complete and submit the Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule shall result in a determination that the proposal is not susceptible of being selected for award.

2. In making a good faith effort to achieve the MBE goal, prior to completing the Certified MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule and prior to submitting a bid or initial proposal bidders (or offerors) including those bidders or offerors that are certified MBEs must:
 - a. Identify specific work categories within the scope of the procurement appropriate for subcontracting and/or procurement of materials and/or services;
 - b. **Solicit certified MBEs in writing at least 10 days before bids or initial proposals are due**, describing the identified work categories and providing instructions on how to bid on the subcontracts and/or procurement of materials and/or services;
 - c. Attempt to make personal contact with the certified MBEs solicited and to document these attempts;
 - d. Assist certified MBEs to fulfill, or to seek waiver of, bonding requirements; and
 - e. Attend prebid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs.
3. The bidder shall seek commitments from minority business enterprises by subcontracting and/or procurement of materials and/or services, the combined value of which equals or exceeds the established Contract goal of **16%** percent of the total value of the prime Contract. The Administration has further established that, within this Contract goal, there shall be a sub-goal of a minimum of **0%** percent participation by firms classified as African American-owned firms, a sub-goal of **0%** percent participation by firms classified as Woman-owned firms, a sub-goal of a minimum of **0%** percent participation by firms classified as Hispanic American-owned firms, and a sub-goal of a minimum of **0%** percent participation by firms classified as Asian American-owned firms. A bidder may count toward its MBE goals expenditures for materials and supplies obtained from MBE regular dealers and/or manufactures provided that the MBE assume the actual and contractual responsibility for the provision of the materials and supplies. The bidder may count its entire expenditure to a MBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The bidder may count sixty (60) percent of its expenditures to a MBE regular dealer, that is not a manufacturer, provided that the MBE supplier performs a commercially useful function in the supply process. The apparent low bidder shall submit to the Administration, within ten (10) business days after notification that it is the apparent low bidder, an acceptable Affirmative Action Plan for the utilization of Minority Business Enterprises in this Contract. The Contract will not be awarded without the bidder's Affirmative Action Plan being approved by the Administration.
4. The Affirmative Action Plan shall include as a minimum:



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
4 of 10

- a. The name of an employee designated as the bidder's Minority Business Liaison Officer.
 - b. A complete MBE Subcontractor Project Participation Affidavit (MDOT-OP 015-2), of minority business enterprises, from among those whose names appear in the MDOT MBE Directory or who are otherwise certified by MDOT as being minority business enterprises. Except as permitted by law and approved by the Administration, the MBE Subcontractor Project Participation Affidavit (MDOT-OP 015-2) submitted after the opening of bids or proposals shall include all MBE firms identified on the MBE participation schedule submitted with the bid or initial proposal with a percentage of participation that meets or exceeds the percentage of participation indicated in the bid or initial proposal. The MBE Subcontractor Project Participation Affidavit (MDOT-OP 015-2) shall be completed and signed by the Bidder and MBE for each business listed in the MBE Participation Schedule.
 - c. A completed Outreach Efforts Compliance Statement (MDOT-OP 014-2).
5. When a bidder intends to attain the appropriate goal for minority business enterprise participation by use of a joint venture, the bidder shall submit a Joint Venture Disclosure Affidavit (MDOT D-EEO-006-A) showing the extent of the MBE participation. If a bidder intends to use a joint venture as a subcontractor to meet its goal, the affidavit shall be submitted through the bidder by the proposed subcontractor and signed by all parties.
 6. When the proposed MBE participation does not meet the MBE Contract goals, information sufficient to demonstrate that the bidder has made good faith efforts to meet these goals shall be required.

7. Request for Exception to the MBE Goal

If the bidder is unable to secure from MBEs by subcontracting and/or by procurement of materials and/or services, commitments which at least equal the appropriate percent of the value of the prime Contract at time of bid, the bidder shall request, in writing, waiver of the unmet portion of the goal. This request must be initiated by checking the appropriate box on the Certified MBE Utilization and Fair Solicitation Affidavit submitted with the bid or initial proposal.

The waiver may be granted by the Administrator. To obtain approval of a waiver, the bidder shall submit the following:

- a. A detailed statement of efforts made prior to bid to contact and negotiate with MBEs including the dates, names, addresses, and telephone numbers of MBEs who were contacted; a description of the information provided to the MBEs regarding the work to be performed, anticipated schedule for portions of the work to be performed; and a detailed statement of the reasons why additional prospective agreements with MBEs were not reached;
- b. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the stated goals;



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
5 of 10

- c. For each MBE that the Contractor considers not qualified, but from which a bid has been received, a detailed statement of the reasons for the bidder's conclusion; and
- d. For each MBE contacted but unavailable, a Minority Contractor Unavailability Certificate, (OOC46), signed by the minority business enterprise, or a statement from the bidder stating that the MBE refused to sign the Certificate.

8. Guidance concerning good faith efforts

The following is a list of the types of actions and factors that will be used to determine the bidder's or offeror's good faith efforts to obtain MBE participation. It 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.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of certified MBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the MBEs to respond to the solicitation. The bidder must determine with certainty if the MBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by MBEs in order to increase the likelihood that the MBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE participation, even when the bidder or offeror might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested MBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested MBEs. It is the bidder's or offeror's responsibility to make a portion of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs to perform the work.

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE goal, as



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
6 of 10

long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders and offerors are not, however, required to accept higher quotes from MBEs if the price difference is excessive or unreasonable.

- (5) Not rejecting MBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor'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 contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Making efforts to assist interested MBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs.
- (9) In determining whether a bidder or offeror has made good faith efforts, the Administration may take into account the performance of other bidders or offerors in meeting the contract goal. For example, when the apparent successful bidder or offeror fails to meet the contract goal, but others meet it, the Administration may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder or offeror could have met the goal. If the apparent successful bidder or offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders or offerors, the Administration may view this, in conjunction with other factors, as evidence of the apparent successful bidder or offeror having made good faith efforts.

9. Bidder Use of MBE Special Services

The bidder shall consider, whenever possible, utilizing the services of minority-owned banks. Most minority banks are full-service corporations that can provide an array of financial services such as Treasury and Tax Loan fund accounts, time and demand deposit accounts, payroll services and if needed, organization investment counseling. It is the policy of MDOT to encourage its Contractors to utilize, on a continuing basis, MBE banks.



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
7 of 10

10. Bidder Records

The bidder shall maintain records showing actions which have been taken to comply with procedures set forth herein.

11. Bidders Cooperation

The bidder shall cooperate with the Administration representative in any review of the Contractor's procedures and practices, with respect to the MBEs, which the Administration's representative may, from time to time, conduct.

12. Bidder MBE Modifications

During the life of the Contract, all plans to modify the approved MBE participation program will require the approval of the Administrator or his authorized representative. This will include any changes to items of work to be sublet or materials and services to be obtained which differs from those in the original MBE participation program. All requests for revisions shall be directed to the appropriate District Engineer for disposition.

The low bidder's failure to participate in any of the above proceedings or failure to furnish information after written request may result in rejecting the bid and non-award of the Contract.

C. RECORDS AND REPORTS

1. The Contractor shall keep such records as are necessary to determine compliance with its Minority Business Enterprise utilization obligations. The records kept by the Contractor shall be designed to include:
 - a. The name of minority and non-minority subcontractors and suppliers, the type of work materials or services being performed on or incorporated in this project, the monetary value of such work materials or services, the terms of performance and/or delivery, copies of all cancelled checks paid to subcontractors and suppliers and a record of all payments made to subcontractors and suppliers.
 - b. Documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of minority business enterprises on this project.
 - c. The progress and efforts made in seeking out minority contractor organizations and individual minority contractors for work on this project.
2. The Contractor shall submit reports, on a monthly basis, of those contracts and other business transactions executed with minority business enterprises, with respect to the records referred to in C. 1., above, in such form, manner and content as prescribed by the Administration. The reports shall be due monthly on the 15th calendar day of each month. If the Contractor cannot submit their report on time, the Contractor shall notify the Administration's representative and request additional time to submit the report. Failure of the Contractor to report in a time manner may result in a finding of noncompliance. Additional report may be required by the Administration upon request.



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
8 of 10

3. To insure compliance with the certified MBE Contract participation goal, the Contractor shall:
 - a. Submit monthly reports listing all unpaid invoices over 30 days, from certified MBE subcontractors, and the reason payment has not been made.
 - b. Include in its agreement, with certified MBE subcontractors a, requirement that MBE subcontractors are to submit monthly, to the Administration, a report identifying the prime Contractor and listing the following:
 - (1) Payment received from the prime Contractor, in the proceeding 30 days;
 - (2) Invoices for which the subcontractor has not been paid.
4. All such records and reports shall be retained for a period of three years following acceptance of final payment and shall be available for inspection by the Maryland Department of Transportation and this Administration.

D. ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

1. Whenever the Administration believes the prime Contractor or any subcontractor may not be operating in compliance with the terms of these provisions, the Administration's representative will conduct an investigation. If the Administration representative finds the prime Contractor or any subcontractor is not in compliance with these provisions, the representative will make a report of noncompliance and notify such Contractor in writing of the steps that will, in the judgement of the Administration, bring the Contractor into compliance. If the Contractor fails or refuses to comply fully with such steps, the Administration's representative will make a final report of the noncompliance to the Administrator, who may direct the imposition of one or more of the sanctions listed below:
 - a. Suspension of work on the project, pending correction;
 - b. Withholding payment or a percentage thereof, pending correction;
 - c. Referral of MBEs to the MDOT office of MBE, for review for decertification, for review/referral to the Attorney General's Office for review/initiation of debarment or for review for criminal prosecution through the MDOT Office of General Counsel;
 - d. Initiation of suspension in accordance with COMAR regulations;
 - e. Referral to the Attorney General's Office for review for debarment or for criminal prosecution through the MDOT Office of General Counsel;
 - f. Any other action as appropriate, within the discretion of the Administrator.
2. If the documents used to determine the status of a MBE contains false, or misleading or misrepresenting information, the matter will be referred to the MDOT Office of the General Counsel for appropriate action. In addition, when directed by the Administrator, the Contractor shall terminate, without liability to the Administration, its contract with a



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
9 of 10

firm, which for any reason, is either no longer certified or no longer eligible to do business in the State. The Contractor shall promptly submit plans for maintaining the required MBE participation on the project or appropriate request for waiver of all or part of the Contract goal with appropriate documentation to support Good Faith Efforts (as established by COMAR including the MDOT MBE/MBE Program Manual). The program and all revisions require the Administrator's approval.

- 3. Liquidated Damages.** 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): \$23.00 per calendar 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): \$82.00 per week 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.



CONTRACT PROVISIONS
MBE FOR STRAIGHT STATE CONTRACTS

CONTRACT NO. WA2025280
10 of 10

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.

E. SUBCONTRACTING.

Subcontracting by the Prime Contractor. Form B Request for Approval of Subcontractor shall be used by the Prime Contractor to request approval of a Subcontractor and also to ensure that a formal Subcontract has been or will be written and kept on file by the Prime Contractor. Completion and submittal of the form by the Prime Contractor acknowledges that the Administration's Contracting Officer may require the submission of the written Subcontract for review by the Administration and/or FHWA.

Lower Tier Subcontracting by an Approved Subcontractor. Form B Subcontractor's Request for Approval of Lower Tier Subcontractor shall be used by an Approved Subcontractor to request approval of a Lower Tier Subcontractor and also to ensure that a formal Subcontract has been or will be written and kept on file by the Subcontractor. Completion and submittal of the form by the Subcontractor acknowledges that the Administration's Contracting Officer may require the submission of the written Subcontract for review by the Administration and/or FHWA.

Form Acquisitions. Maryland State Highway Administration Form B may be acquired through the Administration's Contracts Award Team or District Office. All questions should be directed to the Office of Construction, Contracts Award Team.

It is the Administration's intention to randomly select during each calendar quarter a representative sample of written Subcontracts for review. This review will be conducted by the Office of Construction's Contracts Award Team.



CONTRACT PROVISIONS
MBE DUAL CERTIFICATION

CONTRACT NO. WA2025280

1 of 1

CONTRACT PROVISIONS
MBE DUAL CERTIFICATION

Effective on October 1, 2009, Minority Business Enterprise (MBE) firms may elect to be dually certified as woman-owned businesses and as members of an ethnic or racial category. For purposes of achieving any gender or ethnic/racial MBE participation subgoals in a particular contract, an MBE firm that has dual certification may participate in the contract either as a woman-owned business or as a business owned by a member of a racial or ethnic minority group, **but not both**.

- (a) A firm must be listed in the MDOT MBE/DBE Directory with the gender category in order to be used to meet the gender subgoal.
- (b) 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 subgoal.
- (c) 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.
- (d) Contractors should designate whether the MBE firm will be used as a woman-owned business or as a business owned by a member of a racial/ethnic group before calculating the percentage of MBE participation goals and subgoals they intend to meet.

Maryland's MBE/DBE Directory will reflect the dual certification status beginning October 1, 2009. You can access the MBE/DBE Directory at <http://mbe.mdot.state.md.us>.

12-03-09



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. WA2025280
1 of 6

CONTRACT PROVISIONS

APPRENTICESHIP TRAINING FUND

Effective July 1, 2013 State Law requires all contractors and subcontractors working on State prevailing wage projects with prevailing wage determinations to register (Apprenticeship Training Fund Site) with the Division of Labor and Industry Prevailing Wage Unit prior to the commencement of work and to make certain contributions toward improving and expanding apprenticeship programs in the State. In addition, registered apprenticeship programs and organizations that have registered apprenticeship programs that have been selected by contractors and subcontractors for contributions also are required to register with the Division of Labor and Industry Prevailing Wage Unit.

The State Apprenticeship Training Fund requires contractors and some subcontractors on public work contracts to make contributions to: (1) a registered apprenticeship program, (2) an organization that operates registered programs, or (3) the State Apprenticeship Training Fund.

The following information concerning the requirements of the apprenticeship training fund program are being provided for informational purposes only. It is the contractor's responsibility to contact the Maryland Department of Labor, Licensing and Regulation (DLLR), prior to commencement of any work, to determine how these provisions are being implemented and enforced by DLLR.

Definitions. The following terms have the meanings indicated.

(a) Terms Defined.

- (1)** "Approved apprenticeship program" means an apprenticeship program or an organization with an apprenticeship program which has been registered with, and approved by, the Maryland Apprenticeship and Training Council or the United States Department of Labor.
- (2)** "Commissioner" means the Commissioner of Labor and Industry.
- (3)** "Covered craft" means a classification of workers listed in the prevailing wage determination applicable to a prevailing wage project.
- (4)** "Fund" means the State Apprenticeship Training Fund.

Hourly Contribution Rate.

- (a)** If a contractor participates in an apprenticeship training program for each covered craft, the contractor satisfies their obligation under State Finance and Procurement Article, §17-



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. WA2025280
2 of 6

603(a)(1), Annotated Code of Maryland, by making contributions of at least 25 cents per person per hour.

- (b) If a subcontractor participates in an apprenticeship training program for each covered craft, the subcontractor satisfies their obligation under State Finance and Procurement Article, §17-604(a)(1), Annotated Code of Maryland, by making contributions of at least 25 cents per person per hour.
- (c) Contractors and subcontractors that do not participate in an apprenticeship training program shall pay at least 25 cents per person per hour for each employee in each covered craft on the prevailing wage project to a registered apprenticeship program, an organization that has a registered apprenticeship program, or the Fund.
- (d) Contractors and subcontractors who make contributions to the Fund shall do so on a monthly basis.
- (e) Contractors and subcontractors who make contributions to a registered apprenticeship program or an organization that has a registered apprenticeship program shall make contributions on a monthly basis or consistent with a collective bargaining agreement or other contractual arrangement.
- (f) If there is a prevailing wage determination that includes a fringe benefit contribution for apprenticeship that exceeds 25 cents per hour, a contractor or subcontractor that makes contributions to the Fund shall pay to the employee wages in the amount that the fringe benefit contribution for apprenticeship exceeds 25 cents per hour.

Contractor and Subcontractor Registration.

- (a) Contractors performing work on a prevailing wage project shall complete the registration process at the Division of Labor and Industry's website at <https://www.dllr.state.md.us/prevwage>.
- (b) Subcontractors who are performing work valued at \$100,000 or more on a prevailing wage project shall complete the registration process at the Division of Labor and Industry's website at <https://www.dllr.state.md.us/prevwage>.
- (c) Prior to the commencement of work, a registered contractor or registered subcontractor shall log onto the Division of Labor and Industry's website at <https://www.dllr.state.md.us/prevwage> and complete the required project log information including:
 - (1) The prevailing wage project number;
 - (2) Contract value;



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. WA2025280
3 of 6

- (3) Identification of subcontractors to perform work on the project and subcontract value amount;
- (4) Designation of the program or Fund where the contractor or subcontractor will make contributions; and
- (5) Any other information that the Commissioner requires.

Contractor and Subcontractor Notification to Subcontractors.

- (a) Contractors and subcontractors who hire subcontractors performing work valued at \$100,000 or more on a public work contract subject to the Maryland Prevailing Wage Law shall provide the subcontractors with written notice of the following requirements:

- (1) Subcontractors shall complete the registration process at the Division of Labor and Industry's website at <https://www.dllr.state.md.us/prevwage>;
- (2) Prior to the commencement of work, a subcontractor shall log onto the Division of Labor and Industry's website at <https://www.dllr.state.md.us/prevwage> and complete the required project log information including:
 - (a) The prevailing wage project number;
 - (b) Contract value;
 - (c) Identification of all subcontractors to perform work on the project and subcontract value amount;
 - (d) Designation of the program or Fund where the subcontractor will make contributions; and
 - (e) Any other information that the Commissioner requires; and
 - (f) Subcontractors performing work on a prevailing wage project valued at \$100,000 or more are required to make payments to approved apprenticeship programs or to the Fund for each employee employed in classifications listed on the prevailing wage determination.

- (b) Contractors and subcontractors shall retain a copy of the written notice required in §A of this regulation that was provided to covered subcontractors for inspection and review by the Commissioner for 3 years after the completion of their work on a public work project.

Contractor and Subcontractor Obligations Related to Contributions.

05-07-13



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. WA2025280
4 of 6

Contractors and subcontractors are required to:

- (a) Indicate on their prevailing wage payroll record their contributions under State Finance and Procurement Article, §17-603 or 17-604, Annotated Code of Maryland; and
- (b) Certify that the contributions were received by an approved apprenticeship program or the Fund.

Notification to Division of Labor and Industry of Changes to Designated Approved Apprenticeship Programs or Fund.

- (a) Contractors and subcontractors shall log onto the Division of Labor and Industry's website at <https://www.dlir.state.md.us/prevwage> and indicate each approved apprenticeship program or the Fund to which it will make contributions.
- (b) If a contractor or subcontractor intends to change a designation, it shall log onto the Division of Labor and Industry's website at <https://www.dlir.state.md.us/prevwage> to indicate the change in designation 30 days prior to that change.

Approved Apprenticeship Program Obligations.

- (a) Upon notice from the Division of Labor and Industry that the approved apprenticeship program has been designated for contributions by a contractor or subcontractor, an approved apprenticeship program shall register on the Division of Labor and Industry's website at <https://www.dlir.state.md.us/prevwage>.
- (b) An approved apprenticeship program shall complete the requested information on contributions received from contractors and subcontractors for each covered craft for each prevailing wage project at the Division of Labor and Industry's website at <http://www.dlir.state.md.us/prevwage> on or before the last day of the month immediately following each calendar quarter.
- (c) Certify that all funds received are used solely for the purpose of improving or expanding apprenticeship training in the State.

Audit of an Approved Apprenticeship Program. The Commissioner may require an independent audit by a certified public accountant of an approved apprenticeship program to verify that contributions received are used consistent with this subtitle.



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. WA2025280
5 of 6

Enforcement Procedures.

- (a) The Commissioner may investigate whether State Finance and Procurement Article, Title 17, Subtitle 6, Annotated Code of Maryland, has been violated:
 - (1) On the Commissioner's own initiative;
 - (2) On receipt of a written complaint; or
 - (3) On referral from another State agency.
- (b) The Commissioner may require a contractor, subcontractor, or an approved apprenticeship program to produce records as part of its investigation.
- (c) The Commissioner may enter a place of business to:
 - (1) Interview individuals; or
 - (2) Review and copy records.
- (d) If after an investigation, the Commissioner determines that there is a violation of State Finance and Procurement Article, Title 17, Subtitle 6, Annotated Code of Maryland, or a regulation adopted to carry out the title, the Commissioner shall issue an administrative charge that shall:
 - (1) Describe in detail the nature of the alleged violation;
 - (2) Cite the provision of law or regulation that is alleged to have been violated; and
 - (3) State the penalty, if any.
- (e) Within a reasonable amount of time after the issuance of the administrative charge, the Commissioner shall send a copy of the administrative charge to the alleged violator by certified mail with notice of the opportunity to request a hearing.
- (f) Within 15 days after the alleged violator receives the administrative charge, the employer may submit a written request for a hearing on the administrative charge and proposed penalty.
- (g) If a hearing is not requested within 15 days, the administrative charge, including any penalties, shall become a final order of the Commissioner.



CONTRACT PROVISIONS
APPRENTICESHIP TRAINING FUND

CONTRACT NO. WA2025280
6 of 6

- (h) If there is a request for a hearing, the Commissioner may delegate the hearing to the Office of Administrative Hearings in accordance with State Government Article, Title 10, Subtitle 2, Annotated Code of Maryland.
- (i) A proposed decision of an administrative law judge shall become a final order of the Commissioner unless, within 15 days of the issuance of the proposed decision:
 - (1) The Commissioner orders review of the proposed decision; or
 - (2) The alleged violator submits to the Commissioner a written request for review of the proposed decision.
- (j) After review of the proposed decision under §I of this regulation, with or without a hearing on the record, the Commissioner shall issue an order that affirms, modifies, or vacates the proposed decision.



CONTRACT PROVISIONS
MBE/DBE COMPLIANCE FIELD MEETING

CONTRACT NO. WA2025280

1 of 1

MBE/DBE COMPLIANCE FIELD MEETING

A MBE/DBE compliance Field Meeting will be conducted to review the responsibilities of the Administration and the Contractor's personnel relative to MBE/DBE Compliance and documentation. The meeting will be held within two weeks after starting work on the project.

The Construction Project Engineer, who will notify the following of the date, time and location, will arrange the meeting. At least one week advanced notice will be required.

(a) Administrative Representatives.

- (1) Director, Office of Equal Opportunity or Designee
- (2) District Equal Opportunity Officer
- (3) Regional Constructional Engineer
- (4) Construction Project Engineer
- (5) Construction Inspection Division Inspector

(b) Contract Representatives.

- (1) Superintendent - Prime Contractor
- (2) Equal Opportunity Officer - Prime Contractor
- (3) Owner/Superintendent/Foreman MBE/ DBE - Subcontractor

The Construction Project Engineer and Equal Opportunity Representative will jointly conduct the meeting. The Contractor shall notify the appropriate subcontractors and ensure their attendance.



CONTRACT PROVISIONS
TRAFFIC CONTROL PLAN CERTIFICATION

CONTRACT NO. WA2025280

1 of 1

TRAFFIC CONTROL PLAN CERTIFICATION

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

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

Option 1_____

The TCP is accepted and shall be used on this project.

Option 2_____

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

Option 3_____

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

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

(DATE)

(SIGNATURE)

(PRINT SIGNATURE)

(TITLE)



CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. WA2025280
1 of 4

PREVAILING WAGE
INSTRUCTIONS FOR THE CONTRACTOR

PAYROLLS.

Non-Federally Funded Contracts. The Division of Labor and Industry, Prevailing Wage Unit is requiring that all certified payroll records be submitted electronically. For instructions on how to register and submit go online to www.dllr.state.md.us/prevwage and follow the instructions for registering. The regulation addressing this change can be found at COMAR 21.11.11.02. For Non-Federally funded projects, which include prevailing wage rates, the prime Contractor and each subcontractor, shall submit the certified payroll electronically and provide one hard copy to the Project Engineer. All wages shall be paid in conformance with the State Finance and Procurement Article, Section 17-201-17-226 of the Annotated Code of Maryland and the Fair Labor Standards Amendments of 1974 (P.L. 93259). If the award amount of a Non-Federally funded job is less than \$500,000, the project will be exempt from prevailing wage requirements.

A review has been made of the wage conditions in the locality and, based on the information available, the wage rates and fringe payments listed are determined by the Commissioner of the Department of Labor and Industry to be prevailing for the Contract for the described classes of labor in conformance with the law. It shall be the responsibility of the Contractor to fully comply with the law and to contact the Office of the Commissioner of Labor and Industry for interpretation of the provisions of the law.

Federally Funded Contracts. For Federally funded projects, the prime Contractor and each subcontractor shall submit one copy of the certified payroll to the Project Engineer.

General Requirements for Federally and Non-Federally Funded Contracts. All payrolls are subject to the following requirements:

- (a) All payrolls shall be numbered, beginning at No. 1, and consecutively numbered through the end of the Contract.
- (b) Contract and FAP numbers shall be shown on all payrolls (as applicable).
- (c) All payroll submissions shall include:
 - (1) Federally Funded – employees’ full name, classification, and Individual Identifying Number (IIN) e.g. (last four digits of social security number). Refer to FHWA 1273 (IV),(3),(b)1 for further requirements related to weekly payrolls.
 - (2) Non-Federally Funded – employees’ full name, classification, address and social security number.



CONTRACT PROVISIONS

CONTRACT NO. WA2025280

PREVAILING WAGE INSTRUCTIONS

2 of 4

- (d) All payrolls shall show the employee's basic hourly wage rate, overtime rate (if applicable), and the number of hours worked (tabulated both daily and weekly).
- (e) When fringe benefits are required, indicate separately the amount of employer contributions to fringe benefit funds and/or programs. The fringe benefits shall be individually identified, but may be tabulated on a separate sheet. When required fringe benefits are paid in cash, add the required fringe benefit amount to the basic hourly rate to obtain the total prevailing wage rate for the employee.
- (f) The employee's net pay and the itemized deductions shall be included in all payrolls.
- (g) A Contractor may make deductions that are required by law or required by a collective bargaining agreement (between the Contractor and a bona fide labor organization). Deductions are also permitted if they are identified in a written agreement between the employee and employer that was made at the beginning of employment, provided that the Contractor presents the agreement to the Administration before the employee begins working on the Contract. Each payroll shall also include the U.S. Department of Labor and Hour Public Contracts Division Statement of Compliance Form WH-347 (or its equivalent), signed by an appropriate official of the Contractor/subcontractor. The Contractor's name, address, and telephone number shall also be shown.
- (h) On Non-Federally funded projects, all apprentices shall be registered with the Maryland Apprenticeship and Training Council.
- (i) Contractors employing a classification of worker for which a wage rate was not included on the original wage decision, shall submit to either the Wage and Hour Team (Federally Funded) or Department of Labor and Licensing (DLLR), (Non-Federally Funded), a request for an additional classification and rate prior to the employee's employment at the project.
- (j) Payrolls for Non-Federally Funded projects shall be submitted within 14 calendar days after the end of each payroll period.
- (k) Payrolls for Federally Funded projects shall be submitted within 7 calendar days after the end of each payroll period.
- (l) Contractors and Subcontractors are required to maintain complete social security numbers and home addresses for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and Subcontractors are required to provide such information upon request.



CONTRACT PROVISIONS

CONTRACT NO. WA2025280

PREVAILING WAGE INSTRUCTIONS

3 of 4

OVERTIME.

Non-Federally Funded Contracts. Overtime rates shall be paid by the prime Contractors and subcontractors under their Contracts and agreements with their employees, which in no event shall be less than time and a half the prevailing hourly rate of wages for all hours worked in excess of ten hours in any one calendar day or forty hours in any one calendar week and work performed on Sundays and legal holidays.

Fringe benefits shall be paid for all hours worked, including the overtime hours. However, the fringe benefit amounts may be excluded from the half time premium due as overtime compensation.

Federally Funded Contracts. Overtime rates shall be paid as specified in Form FHWA 1273. Fringe benefits shall be paid for all hours worked, including the overtime hours. However, the fringe benefit amounts may be excluded from the half time premium due as overtime compensation.

PENALTIES.

Non-Federally Funded Contracts. When the Contractor is delinquent in submitting payroll records, processing of partial payment estimates will be held in abeyance, pending receipt of the records. The Contractor shall be liable to the Administration for liquidated damages in the amount of \$10.00 for each calendar day the records are late.

The Contractor shall be liable to the Administration for liquidated damages in the amount of \$20.00 for each day that an employee is paid less than the prevailing wage.

Federally Funded Contracts. When the Contractor is delinquent in submitting payroll records, processing of partial payment estimates will be held in abeyance pending receipt of the records.

ADDITIONAL CLASSIFICATIONS.

Federally Funded Contracts. If the wage determination lacks a necessary classification the Prime Contractor is responsible to submit the request for the additional classification, with a proposed rate, to the State Highway Administration's Wage and Hour Team. The request is to include a copy of the projects wage determination.

Non-Federally Funded Contracts. If the wage determination lacks a necessary classification the Prime Contractor is responsible to submit the request for the additional classification, with a proposed rate, to the Department of Labor and Licensing (DLLR).

12-14-12



*Maryland Department of Transportation
State Highway Administration*

CONTRACT PROVISIONS

CONTRACT NO. WA2025280

PREVAILING WAGE INSTRUCTIONS

4 of 4

INQUIRIES.

Request for information or questions shall be addressed to:

Maryland State Highway Administration
Office of Construction
Wage and Hour Team
7450 Traffic Drive, Building #4
Hanover, MD 21076
or
Email: wageandhourteam@sha.state.md.us

12-14-12



STATE OF MARYLAND

**DEPARTMENT OF LABOR, LICENSING AND REGULATION
DIVISION OF LABOR AND INDUSTRY
PREVAILING WAGE SECTION
1100 N. Eutaw Street, Room 607
Baltimore, MD 21201
(410) 767-2342**

07/09/2015

REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

Gregory Cooke - Procurement Officer
State Highway Administration
707 North Calvert Street, Mail Stop-C102
Baltimore, MD 21202

**Re: Clean/Paint Bridges
Project No: WA2025280**

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@dlr.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.dlir.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 prevailingwage@dlir.state.md.us.

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 DLLR 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, Licensing and Regulation (DLLR) 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 prevailingwage@dllr.state.md.us 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, LICENSING AND REGULATION
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 2014 for Washington 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: Gregory Cooke - Procurement Officer
Department, Agency or Bureau: State Highway Administration
707 North Calvert Street, Mail Stop-C102 Baltimore, MD 21202

Project Number
WA2025280

Location and Description of work:

Determination Number
25220

Washington County: Clean/paint bridges bridge no. 2106900, 2109203, 2109204, and 2111400 IS 70

Date of Issue: Jul 09, 2015

HIGHWAY CONSTRUCTION

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
CARPENTER	AD	\$26.15		\$14.30
CEMENT MASON	AD	\$25.23	001	\$10.53
ELECTRICIAN	AD	\$34.60		\$22.66
IRONWORKER - REINFORCING	AD	\$28.48		\$15.87
IRONWORKER - STRUCTURAL	AD	\$26.97	001	\$15.87
MILLWRIGHT	AD	\$26.70	001	\$15.10
PLUMBER	AD	\$30.93	001	\$12.08
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$27.72		\$13.40
POWER EQUIPMENT OPERATOR - BOOM TRUCK	AD	\$27.72	023	\$13.40
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$27.72	001	\$13.40
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$28.27	001	\$13.40 a

POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$28.27	001	\$13.40
POWER EQUIPMENT OPERATOR - CRANE	AD	\$28.87	001	\$13.40 a
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$27.72		\$13.40
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$27.72	001	\$13.40
POWER EQUIPMENT OPERATOR - GRADER	AD	\$27.72	023	\$13.40 a
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$21.48		\$6.70
POWER EQUIPMENT OPERATOR - LOADER	AD	\$27.72		\$13.40
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$28.27	001	\$13.40
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$25.92		\$13.25
POWER EQUIPMENT OPERATOR - OILER	AD	\$27.72	023	\$13.40
POWER EQUIPMENT OPERATOR - PAVER	AD	\$27.72	001	\$13.40
POWER EQUIPMENT OPERATOR - ROCK / STUMP TUB GRINDER	AD	\$27.72	023	\$13.40
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$27.72	001	\$13.40
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$27.72	001	\$13.40 a
POWER EQUIPMENT OPERATOR - SCREED	AD	\$27.72	001	\$13.40
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$25.92		\$8.46
POWER EQUIPMENT OPERATOR - SKIDDER	AD	\$15.50	023	\$3.10
POWER EQUIPMENT OPERATOR - TRIMMER	AD	\$27.72	023	\$13.40
STEAMFITTER/PIPEFITTER	AD	\$30.93	001	\$12.08
TRUCK DRIVER - DUMP	AD	\$22.14	001	\$16.66 a
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$14.00	001	\$2.31
TRUCK DRIVER - FLATBED	AD	\$20.22		\$5.38
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$29.51	001	\$0.00
TRUCK DRIVER - TANDEM	AD	\$24.06	001	\$14.42 a
TRUCK DRIVER - WATER	AD	\$15.00		\$0.00
LABORER GROUP II				
LABORER - ASPHALT RAKER	AD	\$18.89		\$16.35
LABORER - COMMON	AD	\$18.89		\$16.35
LABORER - CONCRETE PUDDLER	AD	\$18.89		\$16.35
LABORER - CONCRETE TENDER	AD	\$18.89		\$16.35
LABORER - CONCRETE VIBRATOR	AD	\$18.89		\$16.35
LABORER - DENSITY GAUGE	AD	\$18.89		\$16.35
LABORER - FIREPROOFER - MIXER	AD	\$18.89		\$16.35
LABORER - FLAGGER	AD	\$18.89		\$16.35
LABORER - GRADE CHECKER	AD	\$18.89		\$16.35
LABORER - HAND ROLLER	AD	\$18.89		\$16.35
LABORER - JACKHAMMER	AD	\$18.89		\$16.35
LABORER - LANDSCAPING	AD	\$18.89		\$16.35
LABORER - LAYOUT	AD	\$18.89		\$16.35
LABORER - LUTEMAN	AD	\$18.89		\$16.35
LABORER - MORTAR MIXER	AD	\$18.89		\$16.35
LABORER - PLASTERER - HANDLER	AD	\$18.89		\$16.35

LABORER - TAMPER	AD	\$18.89	\$16.35
LABORERS GROUP I			
LABORER - AIR TOOL OPERATOR	AD	\$18.35	\$16.35
LABORER - ASPHALT PAVER	AD	\$18.35	\$16.35
LABORER - BLASTER - DYNAMITE	AD	\$18.35	\$16.35
LABORER - BURNER	AD	\$18.35	\$16.35
LABORER - CONCRETE SURFACER	AD	\$18.35	\$16.35
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$18.35	\$16.35
LABORER - MASON TENDER	AD	\$18.35	\$16.35
LABORER - PIPELAYER	AD	\$18.35	\$16.35
LABORER - SCAFFOLD BUILDER	AD	\$18.35	\$16.35

FRINGE REFERENCES AS NOTED:

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

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

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

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

Modification Codes:

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

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

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

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

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



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
1 of 9

CONTRACTOR AFFIRMATIVE ACTION PROGRAM

1. GENERAL

- a. The Contractor shall cooperate with the Maryland Department of Transportation in carrying out its equal opportunity obligations and in the Department's review of the Contractor's activities performed under this contractual agreement.
- b. All contractors shall comply with the Governor's Code of Fair Practices, Promulgated July, 1976. The Contractor shall include these requirements in every subcontract with such modifications of language as is necessary to make these provisions binding on the subcontractor.
- c. All contractors shall comply with Maryland Department of Transportation Minority Business Enterprise Program requirements.

2. APPLICABILITY

- a. The Maryland Department of Transportation Contractor Affirmative Action/Equal Employment Opportunity Program requirements are applicable to all contractors doing business with the Maryland Department of Transportation.
- b. The Maryland Department of Transportation Minority Business Enterprise Program requirements are applicable to construction contracts in excess of \$100,000.

3. DEFINITIONS

- a. Affirmative Actions - The efforts exerted toward achieving equal employment opportunity through positive, aggressive and continuous results-oriented measures to correct past and present discriminating practices and their effects on the conditions and privileges of employment.
- b. Contractor/Subcontractor - The individual, partnerships, firm or corporation undertaking the execution of work under the terms of a contract and acting directly or through his agents or employees.
- c. Corrective Action - A contractor's written and signed commitment outlining specific actions to be taken with time limits, goals, etc., to correct a violation of applicable EEO regulations.
- d. Discrimination - A distinction in treatment, whether intentional or unintentional, based on political or religious opinion or affiliation, race, color, creed or national origin or sex, physical or mental handicap or age, except where sex, handicap or age involves a bona fide job requirement.
- e. Equal Employment Opportunity Officer - A designated employee of the Contractor whose responsibility it shall be to implement and maintain the Affirmative Action Plan.



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
2 of 9

- f. "Good Faith Effort" - A results-oriented positive action designed to achieve Affirmative Action objectives or goals.
- g. Personnel Actions - All decisions respecting employment including, but not limited to hiring, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training to include apprenticeship, pre-apprenticeship or on-the-job training.

4. LEGAL MANDATES

- a. Title VI, Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in all programs and activities which receive Federal Financial Aid. Employment discrimination is prohibited if a primary purpose of Federal assistance is a provision of employment, e.g., apprenticeship, training, work study, or similar programs. Revised guidelines in 1973 prohibit discriminatory employment practices in all programs if such practices cause discrimination in services provided to beneficiaries of the program.
- b. Title VII, Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972). Title VII prohibits discrimination because of race, color, religion, sex or national origin, in any term, condition, or privilege of employment.
- c. Executive Order 11246 (as amended). This order, issued by the President in 1965, requires Equal Employment Opportunity/Affirmative Action Programs by all Federal contractors and subcontractors. It also requires that firms with contracts over \$50,000.00 and 50 or more employees develop and implement written programs, which are to be monitored by the Federal Office of Contract Compliance. Specific requirements for such result oriented programs are identified in the Revised Order # 4 issued by the Federal Office of Contract Compliance, U.S. Department of Labor. These requirements include identifying areas of minority and female under-utilization, numerical promotional and hiring goals, and other actions to increase minority employment in classifications where they are currently under-utilized.
- d. The Age Discrimination Act of 1967 prohibits employers of 25 or more persons from discriminating against persons 40-65 years of age in any area of employment due to their age.
- e. National Labor Relations Act of 1935. Discrimination on the basis of race, religion, sex, or national origin constitutes an unfair labor practice. It shall be unlawful under this Act for employers to participate with unions in the commission of any discriminatory practices or to practice discrimination in a manner which gives rise to racial, or other division, amongst employees to the detriment of organized union activity. It shall be unlawful for unions to exclude individuals discriminatorily from union memberships, thereby causing them to lose job opportunities, to discriminate in the representation of union members or non-members in collective bargaining, in the processing of grievance, or in any other respect which may cause or attempt to cause employers to enter into discriminatory agreements, or otherwise discriminate against members and non-members.



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
3 of 9

- f. Governor's Code of Fair Practices for the State of Maryland (Amended). The Governor of Maryland issued a revised Code of Fair Practices which was promulgated March 3, 1988, in recognition of the State's responsibility to root out the evils of discrimination on the basis of race, color, creed, national origin, sex and age. This Code was amended so as to be in compliance with Federal mandates regulating laws pertinent to Equal Employment Opportunity/Affirmative Action.
- g. Rehabilitation Act of 1973 (Public Law 93-112). This law provides a statutory basis for the Rehabilitation Services Administration and to authorize programs to promote and expand employment opportunities in the public and private sectors for handicapped individuals.
- h. Article 78A, Section 7A, Annotated Code of Maryland provides for nondiscrimination in State construction contracts and subcontracts. This provision obligates the Contractor not to discriminate in any manner against any employee or applicant for employment because of race, creed, color, or national origin and obligates subcontractors to the same.
- i. Other Laws. Employment discrimination has also been ruled by courts to be prohibited by the Civil Rights Acts of 1866 and 1870, the equal protection clause of the Fourteenth Amendment of the Constitution of the United States, and the Equal Pay Act of 1963. Action under these laws on behalf of individuals or groups may be taken by individuals, private organizations, trade unions, or other groups.

5. ASSIGNMENT OF RESPONSIBILITIES

- a. The Contractor will designate an Equal Employment Opportunity Officer. He/she will have the responsibility of implementing our Affirmative Action Plan. He/she will coordinate, advise and assist management and other key officials. He/she will render periodic reports to the responsible executives relative to the state of progress and make appropriate recommendations along these lines to the executives relative to the state of progress and make appropriate recommendations along these lines to the executives of this project.
- b. The name of the EEO Officer, telephone number and address where he/she can be reached concerning any acts or alleged acts of discrimination, will be posted on the bulletin board at the home office as well as on the bulletin boards on all job sites.

6. DISSEMINATION OF POLICY

- a. The Contractor will take appropriate steps to insure that all employees are advised of its policy of nondiscrimination of its interest in actively and affirmatively providing equal employment opportunity for all citizens. The steps include:
 - (1) Periodic meetings of supervisory and personnel office employees to be conducted at least every six months so that our EEO policy and plan may be revised and explained.
 - (2) All new supervisory and personnel office employees to be made aware of our EEO policy and plan as soon as practicable, but certainly within thirty (30) days following the date the first reporting for duty.



CONTRACT PROVISIONS

CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280

4 of 9

(3) Making our EEO policy known to all employees, prospective employees, and potential sources of employees, through schools, employment agencies, labor unions, college placement officers, etc., by taking the following actions:

(a) Notices and posters setting forth our EEO policy will be placed in areas readily accessible to employees and applicants for employment.

(b) Our EEO policy and the procedure for implementing the EEO policy will be brought to the attention of employees through meetings, employee handbooks, or other appropriate means.

7. RECRUITMENT

- a. The Contractor will include in all advertising the following notation: "An Equal Opportunity Employer." We will insert all such advertisements in newspapers or other publications having large circulation among minorities and females in the area from which the project work is derived.
- b. We will, unless precluded by a valid collective bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, school, college, and minority/female organizations, i.e., the Urban League, NAACP, etc. To meet this requirement, we shall identify sources of potential minority/female employees and establish with such sources procedures whereby minority/female applicants may be referred to us for employment consideration.
- c. We will develop procedures for promoting the employment of minority/female youth on an after-school, summer and vacation basis.
- d. We will encourage our employees to refer minority/female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority/female applicants will be discussed with employees.

8. PERSONNEL ACTIONS

- a. To avoid discrimination in any of our personnel actions, the following procedures will be followed:
 - (1) We will conduct periodic inspections of projects sites to insure that working conditions and employee facilities do not indicate discriminatory practices.
 - (2) We will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - (3) We will periodically review personnel actions in depth to determine whether there is any evidence of discrimination. Where evidence is found, we will promptly take corrective action.



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
5 of 9

- (4) We will investigate all complaints of alleged discrimination and shall attempt to resolve such complaints. Additionally, if the investigation indicates that the discrimination may affect persons other than the complainant, appropriate corrective actions will include other persons. Upon completion of each investigation, we will inform every complainant of all avenues of appeal.

9. TRAINING AND PROMOTION

- a. To eliminate any discrimination in training and promotion, the following actions will be taken:
 - (1) We will assist in locating, qualifying, and increasing the skills of minority/female employees and applicants for employment.
 - (2) Consistent with our employment requirements and as permissible under State regulations, we will make full use of training programs, i.e., preapprenticeship, apprenticeship, and on-the-job training programs for the geographical area of contract performance.
 - (3) We will advise employees and applicants for employment of available training programs and entrance requirements for the programs.
 - (4) We will periodically review the training and promotional potential of minority/female employees and shall encourage eligible employees to apply for such training and promotions.

10. UTILIZATION OF UNIONS

- a. In carrying out our Affirmative Action Plan, we will use good faith efforts to obtain the cooperation from unions we rely on, in whole or part, as a source of employees to increase opportunities for minority/female groups. We, either directly or through a contractor's association acting as our agent, will include the procedures set forth below:
 - (1) Use good faith efforts to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities/females for membership in the unions and increasing their skills so they may qualify for higher paying employment.
 - (2) Incorporate an Equal Employment Opportunity clause into all union agreements so that they shall be contractually obligated not to discriminate in the referral of job applicants.

11. UTILIZATION OF SUBCONTRACTORS

- a. We will use good faith efforts to employ subcontractors whose employees reflect minority/female groups approximately equal to the number available in the current labor pool population, or owned by minority/female.
- b. We will use good faith efforts to assure that all subcontractors comply with equal employment obligations as defined in the amended Code of Fair Practices.



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
6 of 9

12. RECORDS AND REPORTS

- a. In accordance with the Governor's Code, Article III, Section A and C (2), we will keep such records as are necessary to determine compliance with our equal opportunity obligations. The records kept shall be designed to indicate:
 - (1) The number of minority/female and other persons employed in each work classification of the project.
 - (2) The progress and efforts being made in cooperation with unions, if any, to increase minority/female employment opportunities.
 - (3) The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority/female employees.
 - (4) The progress and efforts being made in securing the services of minority/female subcontractors.
- b. All such records will be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department of Transportation.
- c. We will submit to the Administration a monthly report for the first three months after construction begins and, thereafter, upon request for the duration of the project. This report shall indicate the number of minority/female employees currently engaged in each work classification.

3. MONITORING

- a. We will periodically evaluate our Affirmative Action Plan and the results achieved to insure that the plan is in compliance with our commitments.



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
7 of 9

**SUGGESTED GOALS FOR TIMETABLES
FOR
MINORITY WORKHOUR UTILIZATION**

For all trades, the following goals and timetables, as appropriate, for minority-workhour utilization shall be applicable:

- (1) Baltimore Metropolitan SMSA - this area (Region I) includes Anne Arundel, Baltimore, Carroll, Harford, Howard Counties and Baltimore City. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.

UTILIZATION:

MINORITIES

From January 1, 1980 to October 3, 1980	23.5% - 27.5%
After October 3, 1980	23.0%

FEMALES

From August 16, 1979 to August 15, 1980	6.9%
After August 16, 1980	6.9%

- (2) Eastern Shore Maryland NON-SMSA - this area (Region II) includes Caroline, Dorchester, Kent, Queen Annes, Somerset, Talbot, Wicomico, and Worcester Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females, respectively, and shall apply to all trades.

UTILIZATION:

MINORITIES

From January 1, 1980 to October 3, 1980	21% - 24%
After October 3, 1980	23.8%

FEMALES

From August 16, 1979 to August 15, 1980	6.9%	
From August 16, 1980	6.9%	(3)



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
8 of 9

- (3) Southern Maryland NON-SMSA - this area (Region III) includes Calvert, Frederick, Washington and St. Marys Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.

UTILIZATION:

MINORITIES

From January 1, 1980 to October 3, 1980	25%
After October 3, 1980	25.2%

FEMALES

From August 16, 1979 to August 15, 1980	6.9%
After August 16, 1980	6.9%

- (4) Washington, D.C. Metropolitan SMSA - this area (Region IV) includes Charles, Montgomery and Prince Georges Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.

UTILIZATION:

MINORITIES

After October 3, 1980	28.0%
-----------------------	-------

FEMALES

From August 16, 1979 to August 15, 1980	6.9%
After August 16, 1980	6.9%

- (5) Western Maryland NON-SMSA - this area (Region V) includes Allegany and Garrett Counties. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. WA2025280
9 of 9

UTILIZATION:

MINORITIES

From January 1, 1980 to October 3, 1980
After October 3, 1980

3.0%
4.8%

FEMALES

From August 16, 1979 to August 15, 1980
After August 16, 1980

6.9%
6.9%

- (6) Wilmington Delaware SMSA - this area (Region VI) includes Cecil County only. The total distribution of work hours (actual work hours performed on the job) for minorities and females shall be consistent with the following utilization goals for minorities and females, respectively, and shall apply to all trades.

UTILIZATION:

MINORITIES

From January 1, 1978 thru October 3, 1980
After October 3, 1980

15% - 18.5%
12.3%

FEMALES

From August 16, 1979 to August 15, 1980
After August 16, 1980

6.9%
6.9%



CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY

CONTRACT NO. WA2025280

1 of 2

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

HIGH VISIBILITY SAFETY APPAREL POLICY

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

STATEMENT OF POLICY.

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

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

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



CONTRACT PROVISIONS
HIGH VISIBILITY SAFETY APPAREL POLICY

CONTRACT NO. WA2025280

2 of 2

REFERENCES.

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

DEFINITIONS.

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

PROJECT DESCRIPTION

This project is for cleaning and painting the following bridges on various routes located in Washington County:

- (a) Bridge No. 2106900 MD 144WA over I-81.
- (b) Bridge No. 2109203 I-70 EB over Great Tonoloway Creek & County Rd.
- (c) Bridge No. 2109204 I-70 WB over Great Tonoloway Creek & County Rd.
- (d) Bridge No. 2111400 Bower Ave over I-70.

Refer to Section 436 for the specific areas of the bridges to be cleaned and painted.

In addition, all existing paint chips shall be removed from the ground. The removal shall be performed within 100 ft of the Bridge in conformance with 436.03.34(c) and 436.03.35. This work will not be measured but the cost will be incidental to the pertinent Cleaning and Painting items.

SPECIFICATIONS

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

EMPLOYMENT AGENCY

The Maryland Department of Labor, Licensing & Regulation (DLLR), Division of Employment & Training can be found on the Web at: <http://www.dllr.state.md.us/county>.

NOTICE TO CONTRACTOR

PROJECT SCHEDULE. Section 109 shall only apply when a CPM Project Schedule item is included in the Schedule of Prices. Otherwise, all Project Schedules shall conform to Section 110.

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

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

Note that there are provisions for submitting copies for additional subcontractors, and that an “X” is required to indicate whether or not additional copies have been submitted.

AFFIRMATIVE ACTION PLAN (AAP) CONTRACT GOALS. In order to be in compliance with the revised MBE/DBE laws effective September 27, 2011 or later, the bidder is required to complete the AAP information on pages 19, 20, 24–27, and 37-41 of 45 of the Contract Provisions, Proposal Form Packet—Federal, or complete the AAP information on pages 15-25, and 34-38 of 43 of the Contract Provisions, Proposal Form Packet—State, or complete the AAP information on pages 16-26 and 35-39 of 44 of the Contract Provisions, Proposal Form Packet—State Small Business Reserve Procurement. Failure to complete the information may be grounds for the bid to be declared non-responsive.

BOOK OF STANDARDS. The Book of Standards for Highway and Incidental Structures is now available only on the Administration’s Internet Site at www.roads.maryland.gov. The Book of Standards can be located by clicking on Business with SHA; Business Standards and Specifications; and Book of Standards for Highway and Incidental Structures. Hard copies of the Book of Standards will no longer be sold in the Cashiers Office and hard copy distributions of the Standard updates will no longer be made.

PAYMENT OF STATE OBLIGATIONS. Electronic funds transfer will be used by the State to pay the Contractor for any Contract expected to exceed \$200,000 and any other State payments unless the State Comptroller’s Office grants the Contractor an exemption.

Therefore, by submitting a response to this solicitation, the Bidder/Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller’s Office grants an exemption.

Prior to the Award of the Contract the selected Bidder/Offeror shall register using the X-10 Vendor Electronic Funds (EFT) Registration Request Form. The instructions and the form are located on the internet at compnet.comp.state.md.us/gad.

Any request for exemption shall be submitted to the State Comptroller’s Office at the address specified on the X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption.

INSURANCE REQUIREMENTS. The Contractor shall include the State of Maryland as an additional named insured on all insurance policies required by this Contract, or otherwise required by law, including, but not limited to, commercial general liability (CGL), Workers' Compensation, and automobile liability.

All insurance policies, as described above, shall be kept in full force and effect until all work has been satisfactorily completed and accepted. All insurance policies, as described above, shall be endorsed to require thirty (30) days notice of cancellation or nonrenewal to:

Maryland State Highway Administration
Director, Office of Construction
7450 Traffic Drive
Hanover, MD 21076

Evidence of insurance required by this Contract, or otherwise required by law, shall be provided to the Administration at the address listed above prior to the award of the Contract by means of a Certificate of Insurance with copies of all cancellation endorsements attached. Any policy exclusions shall be shown on the face of the Certificate of Insurance.

Certificates of Insurance shall comply with all requirements of the Maryland Annotated Code, Insurance Article, Section 19-116. Certificates of Insurance shall be on a form approved by the Maryland Insurance Commissioner (Commissioner). Standard Certificate of Insurance forms currently adopted for use by the Association for Cooperative Operations Research (ACORD) or the Insurance Services Office (ISO) are deemed approved by the Commissioner and are acceptable. Outdated ACORD or ISO forms (those with a revision date prior to the date of the form currently adopted for current use by ACORD or ISO) are not acceptable. The Contractor shall ensure that all required Certificates of Insurance satisfy all requirements of Section 19-116 of the Insurance Article, including the prohibition against the issuance of any certificate of insurance that contains false or misleading information or that purports to amend, alter, or extend the coverage provided by the policies referenced in the certificate.

MINIMUM REQUIREMENTS FOR BIDDERS. Refer to 436.01.03 for minimum requirements pertaining to Contractors and subcontractors performing any cleaning and painting operations.

TOXIC METALS. The Contractor is alerted to the fact that paint on the following bridge contains "TOXIC METALS":

- (a) Bridge No. 2106900 MD 144WA over I-81.
- (b) Bridge No. 2109203 I-70 EB over Great Tonoloway Creek & County Rd.
- (c) Bridge No. 2109204 I-70 WB over Great Tonoloway Creek & County Rd.
- (d) Bridge No. 2111400 Bower Ave over I-70.

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

WARRANTY PERFORMANCE BOND. Furnish a warranty performance bond as noted under the Paint System Performance Warranty portion of this Invitation for Bids for Bridge Nos. 2106900, 2109203, 2109204 and 2111400.

MEASUREMENT AND PAYMENT. Special Provisions, Special Provisions Inserts, and other Contract Documents are for specifying the materials and work to be performed. If the cited lump sum and unit price items are not included in the Schedule of Prices, the work will be incidental to the pertinent items included in the Schedule of Prices

TRAFFIC MANAGER. A Traffic Manager shall be provided for the duration of this Contract in accordance with 104.18.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC. The Contractor is alerted to the close proximity of vehicles, boats and pedestrians to the work area. The Contractor shall take appropriate precautions to ensure all are protected from the work. Refer to GP-Section 7.

PERMIT STATUS. No permits are required for this project.

RIGHT-OF-WAY STATUS. No right-of-way is required for this project.

EQUIPMENT AND MATERIAL ON BRIDGE. Refer to TC-6.14 and 436.03.28(g).

HEIGHT RESTRICTIONS. The contractor is required to provide advance notice to SHA/OOTS Motor Carrier Division (MCD) and the District ADE for Traffic a minimum 14 calendar days prior to reducing the vertical under clearance on expressways, State roads or travel lane widths which can affect the movement of oversize loads.

HEIGHT RESTRICTION DURATIONS. At each structure, the Contractor is permitted to begin installation of the temporary platform over paved roadways (travel lanes and shoulders) no earlier than two (2) weeks prior to start of cleaning and painting operations in these areas. Upon completion of all work activities in these areas, the Contractor has two (2) weeks to begin removal of the temporary platform. Failure to comply with these provisions will result in a deduction of \$1,000.00 per day in accordance with TC-4.02 Failure to Maintain Project from the Contractor's monthly billing and will continue until the conditions are met.

WAGE RATES. The Administration has received a number of questions regarding wage rates and apprenticeship programs relating to the classification of Bridge Painter. Please find a letter attached from the Maryland Department of Labor, Licensing and Regulation (MD DLLR) answering these questions. Should any further questions arise please direct them towards MD DLLR. To reach them you can call 410-767-2342 or email at prevailingwage@dllr.state.md.us.

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, and delivered prior to the scheduled date of bid opening. Refer to GP-2.09. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. The Administration will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. WA2025280
4 of 6

Written requests for information or questions shall be addressed to:

Mr. Earle S. Freedman
Director, Office of Structures
Attention: Charles Brown
707 North Calvert Street
Baltimore, MD 21202
or
FAX at 410-209-5002

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

REQUIRED ENVIRONMENTAL PERMITS, APPROVALS AND AUTHORIZATIONS

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

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

Permit/ Approval/Authorization Description	Required for this project?	Approval/ Permit/ Authorization Included in IFB?	Permit, Approval, Or Auth. Number	Expiration Date
WETLANDS, WATERWAYS, CRITICAL AREA				
MDE Non-tidal Wetland & Waterway Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No		
MDE Authorization to Proceed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> (Final) <input type="checkbox"/> No <input type="checkbox"/> (Draft)		
MDE Letter of Authorization	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
MDE Modification of Authorization	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
MDE Water Quality Certification	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
MDE General Waterway Construction Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
MDE Tidal License	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
MDE Tidal Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
MDE Tidal No-License	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
Maryland State Programmatic General Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
COE Individual Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
U.S. Coast Guard Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
Critical Area Commission Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
MDE Water Appropriations Permit for Ground Water	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. WA2025280
6 of 6

EROSION/SEDIMENT CONTROL & STORMWATER MANAGEMENT				
Stormwater Management and Erosion & Sediment Control Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
*NPDES Permit for Stormwater Associated with Construction Activity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
AASCD Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
TREES				
MD Roadside Tree Permit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
Maryland Reforestation Law Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		
Maryland Forest Conservation Act Approval	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No (draft) <input type="checkbox"/> No		

*see website listed below for complete NPDES Permit requirements:

<http://www.mde.state.md.us/programs/Permits/WaterManagementPermits/WaterDischargePermitApplications/Documents/2014MDRC-GeneralPermit.pdf>

Abbreviations:

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



DEPARTMENT OF LABOR, LICENSING AND REGULATION

PREVAILING WAGE UNIT

1100 N. EITTAW STREET, ROOM 607

E-mail: prevailingwage@dllr.state.md.us

October 8, 2014

Charles Brown
Maryland State Highway Division
707 N. Calvert Street
Mail Stop C102
Baltimore, MD 21202

Subject: Bridge Painter Definition

The following definition is the same wording that MDOT is using in their contract documents. If any of your general contractors or specialty subcontractors has a question, they can use our general email account for prevailing wage. prevailingwage@dllr.state.md.us

Bridge Painter

Forexample, under most apprenticeship programs for the Bridge Painters trade's, activities related to the operation of blast pots, spray pumps, the building of scaffolding and containment areas, and the vacuuming of blast waste, including instructions on how to safely deal with hazardous waste associated with blasting and painting, are part of the trade. That all these activities are done in connection with the job of preparing surfaces and painting of a bridge, and require specialized knowledge pertaining to the painting trade, they are properly included in the job of the "Bridge Painter". All of the tasks described are a part of the duties performed by a bridge painter. Therefore, work performing these activities must be compensated at the Bridge Painter's rate as indicated on DLLR's wage determination which is made part of every prevailing wage project.

Payment of Maryland Apprenticeship and Training Fund Requirement:

This issue is the Maryland Apprenticeship and Training Fund requirement. That is made part of every contract as of July 1, 2013 when that regulation was signed into action. All employers register their programs on the electronic system set up for certified payroll submission. They would choose the A&T Fund dropdown button, then follow the prompts to register their contract values and then select their "Registered" apprenticeship sponsor here in Maryland.

Sincerely,

C. Edward Poarch II

Administrator Prevailing / Living Wage Units Director of

Maryland Apprenticeship and Training

SPECIAL PROVISIONS

TC-4.02 FAILURE TO MAINTAIN PROJECT

CONTRACT NO. WA2025280

1 of 1

TERMS AND CONDITIONS**TC SECTION 4
CONTROL OF WORK****TC-4.02 FAILURE TO MAINTAIN PROJECT**98 **ADD:** As a third paragraph.

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

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

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

The deduction will be equal to the daily prorated share of the lump sum price bid for Maintenance of Traffic or \$1,000.00 per day, whichever is more for each day or portion thereof that the deficiencies exist, and will continue until the deficiencies and proper assumption of the required maintenance provisions are satisfactorily corrected and accepted by the Engineer. The amount of monies deducted will be a permanent deduction and are not recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

10-31-08



SPECIAL PROVISIONS INSERT

CONTRACT NO. WA2025280

TC 6.10 — RECYCLED OR REHANDLED MATERIAL

1 of 1

TERMS AND CONDITIONS

**TC SECTION 6
RESTRICTIONS AND PERMITS**

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

INSERT: The following.

TC 6.10 – RECYCLED OR REHANDLED MATERIAL.

Refer to 900.03 in the Contract Documents.

SPECIAL PROVISIONS

CONTRACT NO. WA2025280

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

1 of 1

TERMS AND CONDITIONS

TC SECTION 6 RESTRICTIONS AND PERMITS

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

INSERT: The following.

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

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

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

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

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

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

11-04-10



CATEGORY 100
PRELIMINARY

SECTION 103 — ENGINEERS OFFICE

103.03 CONSTRUCTION.

103.03.05 Requirements for all Offices.

144 **ADD:** the following after (v).

(w) One paper shredder capable of shredding at least 10 sheets (20 lb bond) at a time. Throat width of at least 12 in. Speed of at least 20 feet per minute. Auto reverse or auto stop for paper jams. Power of at least 115 v.

146 **DELETE:** 103.03.09 Recyclable Materials (Paper, Bottles, Cans, Etc.) in its entirety.

INSERT: The following.

103.03.09 Recycling. Recycling of recyclable paper (bond, newsprint, cardboard, mixed paper, packaging material and packaging), bottles (glass and plastic), and aluminum cans will be required at the Engineer's Office and the Contractor's facilities for the project.

Furnish approved containers, and remove the material from the site on an approved schedule or as directed. All material shall be taken to an authorized recycling facility. Maintain a log for the duration of the project documenting the type of materials recycled. The log shall include the types of material, date, time, location of facility, and signature line. Furnish a copy of the log at the completion of the project and upon request.

The Contractor shall be considered the owner of any profit and be responsible for all incurred costs.

CATEGORY 100
PRELIMINARY

SECTION 103 – ENGINEERS OFFICE

144 **DELETE:** 103.03.06 Microcomputer System for all Offices in its entirety.

INSERT: The following.

103.03.06 Computer System. Furnish 1 desktop computers and 0 laptop computers, Printers and or multifunction printers and other equipment as specified herein.

General Requirements.

- (a) IBM compatible with an Intel Core i5 processor.
- (b) Minimum hard drive storage of 500 GB (gigabyte).
- (c) One CD-RW drive (re-writable CD-ROM). 16X Minimum speed.
- (d) Operating System. Minimum Microsoft® Windows 7 Professional Edition. The computer system will not be acceptable unless all Microsoft Windows Critical Updates are installed.
- (e) Printer. When an Engineers Office is specified, furnish a color all-in-one laser printer/scanner/copier/fax with at least 64 MB of RAM and meeting the following minimum requirements:
 - (1) Input paper capacity of 150 sheets.
 - (2) Automatic document feed of 35 page capacity.
 - (3) Printer resolution up to 600 X 2400 dpi, and a print speed (color) of at least 15 ppm.
 - (4) Scanner resolution must be capable of 1200 x 2400 dpi optical. Built in Copier resolution must be capable of up to 600 X 600 dpi. Copier speed of at least 15 ppm.
 - (5) Fax speed of at least 2 sec / page.
 - (6) For security reasons a printer with an internal hard drive installed is not allowed.
- (f) Software. Supply all manuals, license numbers, software key numbers, and/or software on original disks for retention in the Engineers Office or Administration facility for the duration of the Contract.

- (1) Microsoft® Office 2007 Professional (32-Bit version only), for Windows™ or later. The computer system will not be acceptable unless all available Microsoft Office Professional critical updates and service packs are installed.
- (2) Install and configure antivirus/antispyware software to perform an automatic virus signature update when the microcomputer system connects to the internet. No Freeware allowed (Antivirus/AntiSpyware software approved for Administration web email: *Norton, *McAfee, Sophos, or ETrust.)
- (g) Internet Access. Provide unlimited internet service approved by the Engineer. Where available, provide internet high-speed service from cable. DSL service will be acceptable only if cable service is not available. Provide an external router device with cable or DSL internet service. Provide firewall software to protect the computer from security intrusions.

*Both Norton Internet Security and McAfee Internet Security include Antivirus and a Personal Firewall.
- (h) Accessories.
 - (1) When an Engineers office is specified, provide a standard computer workstation with minimum desk space of 60 X 30 in. and a padded swivel type chair with armrests.
 - (2) 8-1/2 X 11 in. xerographic paper as needed.
 - (3) Toner and ink as needed.
 - (4) Maintenance agreement to provide for possible down time.
 - (5) Physical security system to deter theft of the computer and components.
 - (6) Three 4-GB (minimum size acceptable) USB flash drive storage devices.
 - (7) Blank recordable CD-RW media as needed.

Desktop Specific Requirements.

- (a) IBM compatible with an Intel Core i5 processor.
- (b) Minimum processor speed of 3.0 GHz.
- (c) Minimum of 4 GB RAM.
- (d) Enhanced 101 key keyboard with wrist rest.

- (e) Super video graphics accelerator (SVGA).
- (f) Mouse and mouse pad.
- (g) Flat-panel LCD monitor (19 in. minimum) meeting Energy Star requirements.
- (h) Uninterruptible power supply (UPS).

Laptop Specific Requirements.

- (a) Must meet military standard of durability MIL-STD 810G.
- (b) Minimum processor speed of 3.2 GHz.
- (c) Minimum 4 GB SDRAM.
- (d) Minimum 15 in. 1024x768 (XGA), daylight-readable, 500nits (cd/m²) LCD display.
- (e) Power Supply. Two lithium ion battery packs with overcharge protection, an AC adaptor, and a vehicle DC power adaptor that operates the laptop and simultaneously charges the laptop's internal battery.
- (f) Carrying Case.
- (g) Printer. When an Engineers Office is not specified, furnish a portable B&W printer with DC power adapter and having a minimum resolution of 1200 dpi, at least 8 MB of RAM, and a print speed of at least 15 ppm. (Note: A color printer may be substituted if a digital camera is specified. Refer to SP-Section 113).
- (h) Internet Service. If an Engineers office is not specified, furnish the laptop with an internal wireless broadband card and broadband internet service.

Have the computer system completely set up and ready for use on or before the day the Engineers office is to be occupied. When an Engineers office is not specified, have the computer system furnished complete and ready for use at least five days prior to beginning any work on the project.

The computer system is for the sole use of the Engineer. The engineer will have complete access to the system. After all specified software is satisfactorily installed by the contractor an SHA technician/ representative will ensure that no user accounts exist on the computer system except those used by the Engineer.

If for any reason the system fails to operate, is stolen, or is otherwise unavailable for use, it shall be replaced or repaired within 48 hours.

Any remote access to the computer system by the contractor may be performed only with the permission and supervision of the Engineer.

When the computer system is no longer required, the Construction Management software system including original user/operator guide manuals, program disks, and all data files (including those stored on USB flash drives, CD-R's, etc.) will be removed by the Engineer and delivered to the District Engineer and become the property of the Administration. The remaining computer systems shall remain the property of the Contractor.

103.04 MEASUREMENT AND PAYMENT.

147 **ADD:** The following as a fourth paragraph.

Computer. The computer system will not be measured but the cost will be incidental to the Contract price for the Engineers Office item. If an item for Engineers Office is not specified, the cost of the computer system will be incidental to the payment for Mobilization. In absence of either item, payment will be incidental to the other items specified in the Contract Documents.

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.00 GENERAL.

- 147 **ADD:** The following after the first paragraph “This Section sets forth...in the Contract Documents.”

Adhere to the Administration’s Traffic Control Plans noted as Temporary Traffic Control Typical Applications (TTCTA) in the Book of Standards .

Submit the proposed TTCTA to be used at each individual work site for the final approval of the Assistant District Engineer - Traffic at least three working days in advance of any work. Alternate Traffic Control Plans may be proposed for those included in the Contract Documents. Approval or rejection of the proposed Traffic Control Plans shall not be the cause for additional costs or delays.

Do not block access to homes and businesses without prior coordination with the property owner. Maintain the access as close as possible in width to the existing.

The Engineer shall temporarily suspend work during the performance of this Contract anytime severe traffic control problems develop.

Submit Lane Closure Permits to the Assistant District Engineer - Traffic for approval, at least three working days in advance of any work, to be incorporated in the Administration’s Emergency Operations Reporting System (EORS) when working on Interstate, Freeway, Expressway, and major roadways.

Perform the loading and unloading of equipment, materials, etc., outside the area where traffic is being maintained whenever possible. When this is not possible, protect work by the appropriate traffic control plan for the specific bridge site. No work shall take place in the buffer area.

Provide a portable variable message sign 7 days before the start of any work and have it in operation 72 hours prior to any lane closure for multilane closures, and ramp closures. For ramp closures place the portable variable message sign in advance of the ramp to be closed as directed.

All messages shall be approved by the Assistant District Engineer - Traffic.

SPECIAL PROVISIONS

CONTRACT NO. WA2025280

104 — MAINTENANCE OF TRAFFIC

2 of 2

- 148 **ADD:** The following after the last paragraph, “The Contract Documents...for Maintenance of Traffic”

All maintenance of traffic shall conform to the Standards for Highways and Incidental Structures Nos. MD 104.00-A through 104.00-18 General Notes and MD 104.01-01 through 104.01-32 TTCT Applications. The suggested traffic control standards or plans to be used for each bridge shall be as follows, though may require modification for nonstandard areas:

BRIDGE NO.	LOCATION	MOT STANDARD OR PLAN
2106900	MD 144 WA over I-81	MD 104.02-01 MD 104.02-09 MD 104.05-01
2109203 2109204	I-70 EB over Tonoloway Creek and County Rd I-70 WB over Tonoloway Creek and County Rd	MD 104.02-01 MD 104.02-09 MD 104.05-01 MD 104.05-07 MD 104.05-08
2111400	Bower Ave over I-70	MD 104.05-01 MD 104.05-07 MD 104.05-08
Additional Standards as required by the District Traffic Engineer		

Road Work Ahead signs shall be displayed on intersecting roads in advance of active work areas.

Should a bridge have sidewalks, one sidewalk shall remain open during all construction activities.

SPECIAL PROVISIONS

104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. WA2025280

1 of 5

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.01 TRAFFIC CONTROL PLAN (TCP).

104.01.01 DESCRIPTION.

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

INSERT: The following.

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

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

- ☒ New Year's Day, January 1
- ☒ Martin Luther King's Birthday, 3rd Monday in January
- ☒ President's Day only, the third Monday in February
- ☒ Good Friday only
- ☒ Easter Weekend, Day after Easter Monday
- ☒ Memorial Day, the last Monday in May
- ☒ Independence Day, July 4
- ☒ Labor Day, the first Monday in September
- ☒ Columbus Day only, the second Monday in October
- ☒ Election Day only, 2nd Tuesday in November
- ☒ Veteran's Day only, November 11
- ☒ Thanksgiving Day, 4th Thursday
- ☒ Christmas Day, December 25

****The lane closure restrictions for the above holidays shall apply through the length of this contract.**

S. S. D6 03-03-2015

SPECIAL PROVISIONS
104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. WA2025280
2 of 5

	# LANE(S) /	DAY OF	CLOSURE PERIOD
ROADWAY	SHOULDER CAN	THE	(TIME OF DAY)
	BE CLOSED	WEEK	
<u>Washington County</u>			
I-81	0/1 1/1	Any Sun.-Thur.	All 9 PM -5 AM
<i>From MD 63 to Fred. Co. Line</i>	0/1	Any	All
IS-70 Eastbound	1/1	Mon.-Thur.	9 AM – 3 PM
	1/1	Mon.-Thur.	8 PM – 5 AM
	1/1	Sunday	11 PM–5 AM (Mon.)
IS-70 Westbound	0/1	Any	All
	1/1	Mon.-Thur.	Sunrise – 3 PM
	1/1	Mon.-Thur.	8 PM – 5 AM
	1/1	Sunday	8 PM – Sunrise

All lane closure permits are required to be submitted to the office of Assistant District engineer for Traffic District 6, five (5) working days in advance of work.

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

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

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

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

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

S. S. D6 03-03-2015

SPECIAL PROVISIONS

104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. WA2025280

3 of 5

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

Temporary traffic control devices to be used for lane/shoulder closure may be placed on the shoulder of the roadway by workers no earlier than 60 minutes prior to actual time lane/shoulder closure or restriction is permitted. When temporary traffic control devices are being installed, all work vehicles involved in the installation shall display flashing lights that provide a 360-degree visibility of the vehicles. These lights shall remain on until the full installation of TTC devices is complete. Temporary traffic signs may be displayed to traffic at this time.

Workers shall not enter a lane open to traffic. Workers may be present on shoulders to prepare for lane closure setup no earlier than 60 minutes prior to actual time lane/shoulder closure or restriction is permitted. During preparation for the lane closure, all work vehicles present at the site and involved in the installation of the lane closure or restriction shall display flashing lights that provide 360-degree visibility of the vehicles.

These lights shall remain on until the full implementation of the road closure or restriction is complete.

All temporary lane or shoulder closures shall be restored at the end of the closure period and no travel lane shall be reduced to less than 11 ft on expressways, freeways and 10 ft on other roadways. Prior to opening the closed lane or shoulder, the Contractor shall clear the lane or shoulder of all material, equipment, and debris.

Failure to restore full traffic capacity within the time specified will result in a deduction being assessed on the next progress estimate in conformance with the following.

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

The designer shall identify the District (for freeways) or determine the Level of Service of the roadway (for other roads) and include the assessed deduction tables accordingly. All unnecessary tables should be deleted.

Level of Service may be determined by using the Congestion Assessment Maps obtained online at <http://shavmhisdwma/congestionassessmentintroduction/Default.aspx>

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

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

S. S. D6 03-03-2015

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

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

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

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

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

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

SPECIAL PROVISIONS

104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. WA2025280

5 of 5

104.01.02 CONSTRUCTION

150 **INSERT:** The following:

The recommended TCP's for this project are:

Standard No.	MD - 104.00-01 thru 18, General Notes
	MD - 104.01-01 thru 32, TTCT Applications
	MD - 104.05-01, Shoulder Work, Freeway/Expressway
	MD - 104.05-07, Right Lane Closure/Exp-Freeway Collector lane
	MD - 104.05-08, Left lane Closure/Exp-Freeway
	MD - 104.05-18, Partial Ramp Closure/Exp-Freeway

Road Work Ahead signs shall be displayed on intersecting roads in advance of active work areas.

Lane Closures on interstates may be required to use a Portable Variable Message Sign.

SPECIAL PROVISIONS

CONTRACT NO. WA2025280

104.02 — MAINTENANCE OF TRAFFIC (MOT)

1 of 1

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.02 MAINTENANCE OF TRAFFIC (MOT).

104.02.04 MEASUREMENT AND PAYMENT.

155 **DELETE**: 104.02.04 MEASUREMENT AND PAYMENT in its entirety.

INSERT: The following:

104.02.04 MEASUREMENT AND PAYMENT. Maintenance of traffic will not be measured but will be paid for at the Contract lump sum price for the pertinent Maintenance of Traffic for Bridge No. item. The payment will be full compensation for providing and maintaining cones, drums, removing and resetting traffic barrier W beam, arrow panels, flaggers, traffic lookout, flood lighting, flags, warning lights, etc., obtaining lane closure permits, placing, relocating, turning, completely covering and uncovering, removing, resetting, maintaining in like new condition, all temporary traffic control devices previously listed; and all material, labor, equipment, tools, and incidentals necessary to provide maintenance of traffic and any detour as needed to complete the work. Some items will be paid for separately when there is a specific item included in the Schedule of Prices. Refer to the Contract Documents for the appropriate Traffic Control Standards and Plans to be used for each bridge.

Portable variable message signs will be measured and paid for in accordance to 104.19.04.

Protection vehicle will be measured and paid for in accordance to 104.23.04.



CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.07 ARROW PANEL (AP).

104.07.01 DESCRIPTION.

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

104.07.03 CONSTRUCTION.

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

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

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

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

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

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

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

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

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

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



CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.12 DRUMS FOR MAINTENANCE OF TRAFFIC.

104.12.02 MATERIALS.

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

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

104.12.03 CONSTRUCTION.

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

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

104.12.04 MEASUREMENT AND PAYMENT.

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

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



SPECIAL PROVISIONS INSERT

104.14 — CONES FOR MAINTENANCE OF TRAFFIC

CONTRACT NO. WA2025280

1 of 1

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.14 CONES FOR MAINTENANCE OF TRAFFIC.

104.14.02 MATERIALS.

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

INSERT: The following.

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

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

104.14.03 CONSTRUCTION.

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

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



SPECIAL PROVISIONS INSERT

CONTRACT NO. WA2025280

104.19 — PORTABLE VARIABLE MESSAGE SIGNS (PVMS)

1 of 2

CATEGORY 100 — PRELIMINARY

104.19 PORTABLE VARIABLE MESSAGE SIGNS (PVMS)

104.19.03 CONSTRUCTION.

104.19.03.01 Equipment.

PVMS UNIT.

Sign Controller.

179 **DELETE:** (j) in its entirety.

INSERT: The following.

- (j) Contained in a secure weatherproof cabinet located on the controller housing and insulated to protect against excessive vibration, temperature or tampering.
- (1) Equipped with a lockable door latch and an interior cabinet dome light.
- (2) Provided with a keyboard storage location inside the cabinet.
- (3) Security locks shall include those installed by the manufacturer and an additional hardened hasp/lock combination with a user changeable combination. This hasp/lock setup shall be installed in a manner to maximize its effectiveness in stopping unauthorized access to the sign controls. For control box surfaces not compatible with the hasp/lock setup, other supplemental high security locking devices may be approved by the Engineer.

Security.

- (a) Lock all trailer control cabinets when not attended by Administration employee or contractors, whether being stored, in transport, or deployed and activated.
- (b) Do not store or maintain any passwords on the PVMS.
- (c) Remove any password attached or inscribed on the PVMS trailer or equipment.
- (d) Change the password when it is no longer secure or every six months.
- (e) Some older model PVMS may not have a changeable password, so extra measures shall be taken to hide the password.

08-06-13



SPECIAL PROVISIONS INSERT

CONTRACT NO. WA2025280

104.19 — PORTABLE VARIABLE MESSAGE SIGNS (PVMS)

2 of 2

- (f) Do not leave Owner/Instruction manuals in the trailer control cabinets. Manuals should be copied and made available to the personnel responsible for deploying the PVMS Signs.
- (g) When equipped with a detachable keyboard remove it from the trailer and secure in the transport vehicle, field office or at the respective shop.
- (h) Failure to comply with these security standards or any subsequent PVMS tampering incidents will be cause for penalty under TC-4.02.
- (i) Construction and District Inspectors will ensure contractor compliance.

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.21 CELLULAR TELEPHONES.

104.21.01 DESCRIPTION. Furnish and maintain new or like new cellular telephones for use by the appropriate Administration personnel. Each telephone shall be furnished with a hands-free device and be delivered to the Engineer at time of Notice to Proceed, fully activated and operational. They shall remain operational until returned to the Contractor at final acceptance of the entire project in conformance with GP-5.13.

104.21.02 MATERIALS.

Cellular Telephones

As approved by the Engineer

104.21.03 CONSTRUCTION. Not applicable.

104.21.04 MEASUREMENT AND PAYMENT. The number of cellular telephones required for this Contract is 1. The cellular telephones will not be measured but will be incidental to the Contract price for the Engineers Office item. If an item for Engineers Office is not specified, payment for the cellular telephones will be incidental to the payment for Mobilization. In the absence of either item, payment will be incidental to the other items specified in the Contract Documents. The payment will be full compensation for furnishing the telephones and hands-free devices, activation fees, battery replacement, monthly service fees, extended coverage charges, air time (peak and nonpeak time per minute), roaming rates, long distance fees in conformance with the schedules provided, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. If any of the telephones become defective, are stolen, or for any other reasons do not function as intended, they shall be replaced in-kind at no additional cost to the Administration. Nonfunctioning or stolen telephones shall be replaced within eight hours after the Contractor is notified by the Engineer.

Ownership of the telephones will remain with the Contractor. The Administration assumes no responsibility or liability for the condition of the telephones when they are returned.



CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.23 PROTECTION VEHICLE.

104.23.01 DESCRIPTION.

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

INSERT: The following.

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



SPECIAL PROVISIONS INSERT

CONTRACT NO. WA2025280

**104.31 — ACCESSIBLE PEDESTRIAN MAINTENANCE
OF TRAFFIC**

1 of 2

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.31 ACCESSIBLE PEDESTRIAN MAINTENANCE OF TRAFFIC.

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

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

104.31.02 MATERIALS. Not applicable

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

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

01-14-11



SPECIAL PROVISIONS INSERT

CONTRACT NO. WA2025280

**104.31 — ACCESSIBLE PEDESTRIAN MAINTENANCE
OF TRAFFIC**

2 of 2

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

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

CATEGORY 100
PRELIMINARY

SECTION 113 — DIGITAL CAMERA

113.01 DESCRIPTION. Furnish and maintain new or like new digital cameras for use by Administration personnel. For projects that do not include an Engineer's Office, furnish one color printer. The digital cameras and printer shall be delivered to the Engineer at the time of the Notice to Proceed. They shall remain operational and not be returned to the Contractor until final acceptance of the entire project, in conformance with GP-5.13.

113.02 MATERIALS.

(a) Digital Camera. Each digital camera shall meet the following minimum requirements and be furnished with the specified accessories:

- (1)** Photo Managing Software.
- (2)** 4.0 megapixel image resolution and 3X optical zoom
- (3)** AC adapter, 2 sets of rechargeable batteries, and battery charger.
- (4)** 2 GB SmartMedia Card or memory stick with all items required for downloading
- (5)** Lens Cover, Shoulder Strap, and Carrying Case.

(b) Color Printer. The printer shall have at least 8 MB RAM, 2400 x 1200 dpi resolution, a color print speed of 13 ppm, and a duty cycle of 5000 pages/month.

113.03 CONSTRUCTION. Not applicable.

113.04 MEASUREMENT AND PAYMENT. The number of digital cameras required for this project is 1. The digital cameras and printer will not be measured but the cost will be incidental to the Contract price for the Engineers Office item. If an item for Engineers Office is not specified, payment will be incidental to the payment for Mobilization. In the absence of either item, payment will be incidental to the other items specified in the Contract Documents. If a digital camera or printer becomes defective, is stolen, or for any other reason does not function as intended, it shall be replaced with an approved camera or printer at no additional cost to the Administration. A nonfunctioning or stolen camera or printer shall be replaced within 5 days after the Engineer notifies the Contractor.

Ownership of the cameras and printer will remain with the Contractor. The Administration assumes neither responsibility nor liability for the condition of the camera when returned.



CATEGORY 300
DRAINAGE

SECTION 308 — EROSION AND SEDIMENT CONTROL

308.01 DESCRIPTION.

308.01.02 Standards and Specifications.

253 **DELETE:** The last sentence, “Where details differ ... from the Field Guide.”

308.01.03 Quality Assurance Ratings.

INSERT: The following paragraph at the end of **Shutdowns**.

No Claims against the Administration will be considered due to a shutdown of the grading operations or the entire project for any non-compliance.

INSERT: The following paragraph at the end of the section.

Individual Sites. Where specified, sites within the project may be designated as individual sites for Quality Assurance Rating purposes. If an individual site is in non-compliance, shutdowns apply to only that site.

308.02 MATERIALS.

256 **ADD:** The following.

Compost 920.02.05, Type B

DELETE: The following paragraph. “Soil Stabilization Matting...for Soil Erosion and Sediment Control”, in its entirety.

ADD: The following paragraph.

Where woven geotextile is specified use woven geotextile Class E. Where nonwoven geotextile is specified use nonwoven geotextile Class E. Where woven slit film geotextile is specified use geotextile Class F.

318.03 CONSTRUCTION.

308.03.08 Stabilization Requirements.



SPECIAL PROVISIONS INSERT
308 — EROSION AND SEDIMENT CONTROL

CONTACT NO. WA2025280
2 of 6

- 259 **DELETE:** The first paragraph, “Permanently or temporarily...fourteen day time frame.” in its entirety.

INSERT: The following.

Following initial soil disturbance, complete permanent or temporary stabilization within:

- (a) Three calendar days as to the surface of all perimeter dikes, swales, ditches, perimeter slopes, and all slopes steeper than 3 horizontal to 1 vertical (3:1); and
- (b) Seven calendar days as to all other disturbed or graded areas on the project site not under active grading.

- 260 **DELETE:** The third paragraph, “Stabilization requirements may...ensure continued stabilization.”

INSERT: The following.

Sensitive areas may require less than three or seven day stabilization. Maintain as necessary to ensure continued stabilization.

308.03.11 Waste Areas.

DELETE: The last sentence, “All waste areas...stabilization requirement.”

INSERT: The following.

Protect all waste areas and stockpile areas with erosion and sediment control measures within the three or seven day stabilization requirement.

308.03.21 Riprap Inflow Protection.

- 262 **DELETE:** In its entirety.

308.03.23 Stone Check Dam.

DELETE: In its entirety.

308.03.24 Sediment Traps.

DELETE: The second sentence, “In areas of limited right-of-way...conditions will allow.”

308.03.29 Silt Fence.



DELETE: The last paragraph, “Remove and reset... the original placement.”

308.03.30 Inlet Protection.

263 **DELETE:** In its entirety.

308.03.31 Stabilized Construction Entrance.

ADD: The following.

Place wash racks as directed to prevent tracking of mud and sediment from the Limit of Disturbance.

308.03.32 Super Silt Fence.

DELETE: The last paragraph, “Remove and reset... the original placement.

308.03.37 Diversion Fence.

265 **DELETE:** In its entirety.

308.03.39 Dewatering Bag.

DELETE: In its entirety.

ADD: The following.

308.03.39 Filter Bag. Determine the bag dimensions necessary to provide the required storage volume. Determine pump and hose sizes.

308.03.40 Heavy Use Areas. Locate and size Heavy Use Areas used for activities such as staging and storage. Obtain any necessary permits or modifications for non-specified areas.

308.03.41 Stockpile Areas. Locate and size Stockpile Areas. Obtain any necessary permits or modifications for non-specified stockpile areas.

308.03.42 Rock Outlet Protection. Construct according to Section 312.

308.03.43 Plunge Pool. Construct according to Section 312.

308.03.44 Gabion Outlet Protection. Construct according to Section 313.

308.03.45 Filter Berms. Construct berms of wood chips and up to 50 percent Type B Compost.



308.03.46 Filter Log. Construct using Type B Compost for the filter media.

308.04 MEASUREMENT AND PAYMENT.

308.04.12.

266 **ADD:** The following after (e).

(f) Temporary risers will be measured and paid for at the Contract unit price per each.

(g) Anti-seep collars will be measured and paid for at the Contract unit price per each.

(h) Geotextile will not be measured but the cost will be incidental to the stone.

267 **DELETE:** In its entirety.

308.04.18 Remove and Reset Silt Fence....per linear foot.

DELETE: In its entirety.

308.04.20 Stabilized Construction Entrances.....the Contract price.

INSERT: The following.

308.04.20 Stabilized Construction Entrance will be measured and paid for per each and includes all excavation, geotextile, aggregate, pipe, rehabilitation, relocation and incidentals to complete the work.

Wash racks will be measured and paid for per each and includes racks, excavation, wash water and incidentals to complete the work

DELETE: In its entirety.

304.04.22 Remove and Reset Super Silt Fence.....per linear foot.

303.04.35.

268 **DELETE:** Dewatering Bags in its entirety.

INSERT: The following.

308.04.35 Filter Bags will be measured and paid for at the Contract unit price per each and will include pump, hoses, connections, straw bales, sizing, locating, relocating,



SPECIAL PROVISIONS INSERT

308 — EROSION AND SEDIMENT CONTROL

CONTACT NO. WA2025280

5 of 6

disposal and any other incidentals necessary. No adjustments will be made for resizing or relocating to meet Permit conditions or turbidity requirements.

269 **ADD:** The following after 308.04.35.

308.04.36 Heavy use areas will not be measured but will be incidental to the pertinent items.

308.04.37 Stockpile areas will not be measured but will be incidental to the pertinent items in the Contract.

308.04.38 Temporary storm drain diversions will be measured and paid for at the Contract unit price per linear foot of the size specified and will include all grading, pipe, connections and any incidentals necessary to complete the work.

308.04.39 Clear Water Diversions will be measured and paid for at the Contract unit price per linear foot of the size specified and will include all pipe, connections, anchors, sandbags, sheeting, dewatering and any incidentals necessary to complete the work.

308.04.40 Temporary Barrier Diversions will be measured and paid for at the Contract unit price per linear foot and will include all barrier, sandbags, sheeting, dewatering and any incidentals necessary to complete the work.

308.04.41 Mountable Berms will be measured and paid for at the Contract unit price per each and will include all earthwork, stone, geotextile, and any incidentals necessary to complete the work.

308.04.42 Rock Outlet Protection will be measured and paid for at the Contract unit price per square yard of Riprap Slope and Channel Protection.

308.04.43 Plunge Pool will be measured and paid for at the Contract unit price per square yard of Riprap Slope and Channel Protection.

308.04.44 Silt Fence on Pavement will be measured and paid for at the Contract unit price per linear foot of Silt Fence.

308.04.45 Clearwater Pipes through Silt Fence or Super Silt Fence will not be measured but will be incidental to the pipe and silt fence items.

308.04.46 Filter Berms will be measured and paid for at the Contract unit price per linear foot.

308.04.47 Filter Logs will be measured and paid for at the Contract unit price per linear foot.



SPECIAL PROVISIONS INSERT

308 — EROSION AND SEDIMENT CONTROL

CONTACT NO. WA2025280

6 of 6

308.04.48 Sediment Basins will be measured and paid for at the Contract unit price for one or more of the items listed below:

- (a) Earthwork as specified in 201.04.
- (b) Pipe as specified in 303.04.
- (c) Stone as specified in 308.04.25.
- (d) Baffle board and stakes will not be measured but the cost will be incidental to the other items.
- (e) Temporary risers will be measured and paid for at the Contract unit price per each and include trash racks, draw down devices, concrete bases, projection collars, riser connectors and any other incidentals.
- (f) Modifying Stormwater Management Riser Structures and installing dewatering pipe systems will be measured and paid for at the Contract unit price per each for Convert Stormwater Management Riser for Sediment Control. Converting the risers back to their permanent state will be incidental.
- (g) Anti-seep collars will be measured and paid for at the Contract unit price per each.
- (h) Geotextile will not be measured but the cost will be incidental to the stone.

308.04.49 Temporary Access Bridge will be measured and paid for at the Contract Lump Sum price.

308.04.50 Temporary Access Culvert will be measured and paid for at the Contract unit price per linear foot.

308.04.51 Onsite Concrete Washout Structures will not be measured but will be incidental to the various concrete mixes.

**CATEGORY 300
DRAINAGE**

**SECTION 308 — EROSION AND SEDIMENT
CONTROL**

308.01 DESCRIPTION.

253 **ADD:** The following after the third paragraph.

General Notes.

(a) **MDE Notification.** If an Erosion and Sediment Control Permit is issued for this project, notify the Administration and MDE in writing or by telephone 410-537-3510 at the following points:

- (1) Pre-construction meeting.
- (2) Erosion and sediment control meeting (minimum 7 working days prior to commencing earth disturbing activities).
- (3) Following installation of initial sediment control measures.
- (4) During installation of major sediment control basins/traps.
- (5) Prior to removal or modification of any sediment control structures.
- (6) Prior to removal of all sediment control devices.
- (7) Prior to final acceptance by the Administration.

(b) **Ingress/Egress Controls.** Protect all points of construction ingress and egress to prevent the deposition of materials on public roads. Immediately remove all materials deposited on public roads. The flushing of road surfaces is prohibited.

Control all ingress and egress points through the use of a stabilized construction entrance conforming to 308.03.31.

(c) **Inspection.** Inspect all erosion and sediment control measures daily and maintain continuously in an effective operating condition.

(d) **Shutdowns and/or Penalties.** Total compliance with the approved erosion and sediment control plan is expected at all times. In cases where the Contractor is found to be in non-compliance, the Administration may take steps to impose selected or total shutdowns and impose per day penalties for non-compliance.

The Administration may impose a total or partial shutdown if the project may adversely impact the waters of the State.

(e) **Record Keeping.** Make the project's approval letter, approved erosion and sediment control plans, approved change requests, daily log books and test reports available on-site for inspection by duly authorized officials of MDE.

- (f) **Erosion and Sediment Control Excavation.** Place silt removed from control devices in an approved waste site either on or off the project. Material stored on-site may be reused once it is dried and if it conforms to the Administration's requirements for embankment or any unspecified need.
- (g) **Off-Site Utility Work.** Follow these additional best management practices for sediment control for utility construction in areas outside of designed controls:
- (1) Call "Miss Utility" at 1-800-257-7777 48 hours prior to the start of work.
 - (2) Place excavated material on the high side of the trench.
 - (3) Backfill, compact and stabilize trenches for utility installations at the end of each working day. When this is not possible, follow (4).
 - (4) Place temporary silt fences immediately downstream of any disturbed area intended to remain disturbed for more than one day.
- (h) **Sensitive Areas.** No construction activities are allowed within specified sensitive areas of the project without prior notification of the Engineer. Designate a responsible party to monitor all work in these areas to assure that reasonable care is taken in or adjacent to these areas. Areas considered sensitive are defined as: floodplains, wetlands (tidal, nontidal and associated buffers) critical areas, forested areas, archeological sites, historic sites, parkland, and open water.
- (i) **Standard Stabilization Note.** Following initial soil disturbance or redistribution, complete permanent or temporary stabilization within 3 calendar days as to the surface of all perimeter controls, dikes, swales, ditches, perimeter slopes, and all slopes greater than 3:1; and 7 days as to all other disturbed or graded areas on the project site.
- (j) **Site Information (Not for Bidding Purposes).**
- | | |
|--|-------------|
| (1) Total area of site | acres |
| (2) Area disturbed | acres |
| (3) Area to be roofed or paved | acres |
| (4) Total cut | cubic yards |
| (5) Total fill | cubic yards |
| (6) Off-site waste/borrow area location (if known) | |
- (k) **Incremental Stabilization.** Refer to the current Maryland Standards and Specifications for Soil Erosion and Sediment Control for the incremental stabilization of cuts and fills.
- (l) **Disturbed Areas.** Place excavated trench material for any storm drain pipe and underdrain pipe installation on the high side of the trench. Backfill, compact, and stabilize trenches for any storm drain pipe and underdrain pipe installations at the end of each working day.

Stabilize all other disturbed areas at the end of the working day. Place silt fence downgrade of any areas that cannot be stabilized at the end of the work day such that all runoff from the disturbed area will be filtered.

- (m) Removal of Controls.** Establish permanent stabilization for all contributory disturbed areas and obtain permission from MDE and the Administration prior to prior to the removal of sediment control measures.

Immediately stabilize any areas disturbed by the removal of sediment control measures.

- (n) Notice of Enforcement.** Sediment and erosion control regulations will be strictly enforced.

DESIGN CERTIFICATION.

INSERT: The following:

ENVIRONMENTAL INFORMATION

MDE #

DESIGN CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, THE 2000 MARYLAND STORMWATER DESIGN MANUAL, VOLUMES I & II INCLUDING SUPPLEMENTS, THE ENVIRONMENT ARTICLE SECTIONS 4-101 THROUGH 116 AND SECTIONS 4-201 AND 215, AND THE CODE OF MARYLAND REGULATIONS (COMAR) 26.17.01 AND COMAR 26.17.02 FOR EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT, RESPECTIVELY.

NAME

SIGNATURE

MARYLAND REGISTRATION NUMBER
P.E., R.L.S. OR R.L.A. (circle)

DATE

"PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. _____, EXPIRATION DATE: _____."

**CATEGORY 400
STRUCTURES**

**SECTION 436 — CLEANING AND PAINTING
EXISTING STRUCTURAL STEEL**

436.01 DESCRIPTION.

436.01.01 Definitions of Areas to be Cleaned and Painted.

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

INSERT: The following.

The paint system, finish coat color, and areas to be painted for each bridge shall conform to the following Cleaning and Painting Table:

CLEANING AND PAINTING TABLE

BRIDGE NO.	PAINT SYSTEM	COLOR NO.*	AREAS TO BE CLEANED AND PAINTED
2106900	C	24108	All Steel Surfaces.
	E	26440	All Roadway Joints.
2109203	C	24108	Clean all steel surfaces of beams 1-5 Starting 3 feet from the end of the beams at the abutments and progressing the entire length
2109204	C	24108	Clean all steel surfaces of beams 3-7 Starting 3 feet from the end of the beams at the abutments and progressing the entire length
2111400	C	24108	All Steel Surfaces.
	E	26440	All Roadway Joints.

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

436.01.03 Minimum Contracting Requirements for Field Painting

383 **ADD:** The following paragraph after (b).

(c) The SSPC QP-1 Certified Applicator Specialist (CAS) requirements are waived for all Administration contracts.

436.03.04 Inspection Equipment

389 **ADD:** The following paragraph after (q).

SPECIAL PROVISIONS

CONTRACT NO. WA2025280

436 — CLEANING & PAINTING EXISTING STRUCTURAL STEEL

2 of 2

- (r) Measuring stick/pole to measure platform under clearance. The stick/pole shall be collapsible and have a minimum measuring height of 20 feet.

436.03.28 Field Cleaning Containment System Guidelines

399 **ADD:** The following paragraph after (i).

- (j) All steel corrugated decking containment materials shall have either fire retardant plastic, impermeable screen or tarpaulins laid on top of the deck to reduce the leaking of grit, dust, lead and debris during blast cleaning activities.

SECTION 400
STRUCTURES

PAINT SYSTEM PERFORMANCE WARRANTY

DESCRIPTION. Provide and install the paint system in accordance with the Contract Documents, and warrant the bridges cited in the Notice to Contractors located elsewhere in this Invitation for Bids for a two year period starting from the date of acceptance of the Construction Phase of this bridge by the Administration.

MATERIALS. All materials shall be the same as specified in these Contract Documents and from the same manufacturer as the original construction of this Contract. Provide the Administration with a certification showing compliance with the materials requirements specified in Sections 436 and 912.

CONSTRUCTION. All work shall be done in accordance with Section 436.

Warranty Requirements.

- (a) **Bond and Liability Insurance.** Furnish a Warranty Performance Bond equal to 25 percent of the total Contract price for all items prior to the date of acceptance of the Construction Phase of the project by the Administration. This Warranty Performance Bond shall be for the entire warranty period and until all required repairs are completed, and shall be in addition to any other construction performance bond requirement. Submit an affidavit from an insurance carrier prior to Award of the Contract showing that the Contractor will be capable of providing this Warranty Performance Bond.

Furnish proof of, and maintain, liability insurance as specified in TC-5.01 for all Contractor authorized operations, persons, and equipment for the warranty period.

Satisfy the following criteria to be released from its responsibility:

- (1) Conform to the performance requirements as noted under the Warranty Work and Performance Criteria at the completion of the warranty period.
- (2) Satisfy warranty work requirements of repair, replacement, traffic control, performance bond, liability insurance, and incidentals at no additional cost to the Administration.

(b) Warranty Work.

- (1) **The Administration.** The Administration will identify all work that does not conform to the performance criteria, and notify the Contractor in writing of any required warranty work.
- (2) **The Contractor.** The Contractor shall correct all defective areas in accordance with Section 436. The materials shall be the same as originally applied while the surface preparation may be SSPC-SP10, near white or SSPC-SP11. All paint work shall be done by the end of the warranty period unless prevented by the seasonal limitations stated in Section 436. In this case the corrective work shall be completed in the beginning of the following season. The Contractor shall provide certification that the

SPECIAL PROVISIONS
PAINT SYSTEM PERFORMANCE WARRANTY

CONTRACT NO. WA2025280

2 of 2

replacement material conforms to Section 912, and shall warrant the work for the remainder of the warranty period. The warranty performance bond shall be held until all corrective work is satisfactorily completed.

The Engineer shall be given at least two weeks notification before the Contractor begins the corrective work. The Contractor shall provide the Engineer safe access to all areas being repaired for full inspection of all operations.

The Contractor shall maintain traffic (vehicular, pedestrian, marine, etc.) throughout this work as specified in the original Contract Documents at no additional cost to the Administration.

- (c) **Performance Criteria.** The work shall be considered defective if visible rust or rust breakthrough, paint blistering, peeling, cracking, chalking, shadow-through, scaling or scaling conditions as noted in the Performance Criteria Table occurs during the warranty period. In addition, repairs to fascia beams and fascia bearings that are considered unsightly by the Administration due to spot repair areas shall require the entire fascia beam to be recoated.

Exclusions to the warranty will be damage to the coating resulting from abuse, fire, or other catastrophe not caused by the Contractor or subcontractor. The warranty will evaluate failures defined as visible rust or rust breakthrough, paint blistering, peeling, cracking, chalking, shadow-through, and scaling; and determine the total surface area of the failure for any bridge element. Bridge element is defined as any combination of structural steel plates/shapes that constitute a member or a portion thereof such as rolled beams, plate girders, box girders, columns, webs, flanges, cover plates, splice plates, stiffener plates, connection plates, gusset plates, retrofit plates, lateral bracing, cross bracing, sway bracing, diaphragms, upper and lower chords, truss verticals and diagonals, pin and hanger assemblies, bearing assemblies, access hatches, railing and machinery. Failures resulting from water and salt leaking through the deck slab, open grid deck, or joints in the bridge shall not be excluded from this warranty.

PERFORMANCE CRITERIA TABLE	
THRESHOLD LEVEL	REMEDIAL ACTION
Less Than 1 Square Foot Failure of a Bridge Element	No action required
1 Square Foot to Less Than 20 Square Feet Failure of a Bridge Element	Remove defective paint, rust, etc., and repaint defective area of Bridge Element.
20 Square Feet or More Failure of a Bridge Element	Totally reclean and repaint entire Bridge Element.

MEASUREMENT AND PAYMENT. All costs associated with the required warranty work including access for inspection, and maintenance and protection of traffic will not be measured but the cost will be incidental to the pertinent cleaning and painting or construction items specified in the Contract Documents.

CATEGORY 400
STRUCTURES

SECTION 499 — WORKING DRAWINGS

499.03 CONSTRUCTION.

454 **DELETE**: 499.03.02 Consultant Engineering Firm in its entirety.

INSERT: The following.

499.03.02 Consultant Engineering Firm. There is no consultant engineering firm to review working drawings on this project.

CATEGORY 800
UTILITIES

SECTION 875 — UTILITY STATEMENT

DESCRIPTION. The Contractor's attention is called to the requirements of Sections GP-5.05, GP-7.13 and GP-7.17.

MATERIALS. Not Applicable.

CONSTRUCTION.

- (a) Attention of the Contractor is directed to the presence of water, sewer, gas mains, electrical wires, conduit, communications cables (both overhead and underground), poles and house service connections in the street or highway in which the construction project is to be performed. The Contractor shall exercise special care and extreme caution to protect and avoid damage to utility company facilities as described in the preceding sentence. The Contractor shall take into consideration the adjustments and installations by public utilities in areas within the limits of this Contract. Existing utilities have been generally located and shown on the Plans, as they are believed to exist; however, the Administration assumes no responsibility for the accuracy of these locations. Prior to ordering any storm drain materials, the Contractor shall locate and test pit any underground facilities that appear to be in conflict in order to determine if conflicts exist. In the event that conflicts may be possible, this information shall immediately be forwarded to the State's representative for review and resolution.
- (b) The Contractor shall have all existing utilities located and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the damaged or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory operating condition. These repairs or replacements shall be at no additional expense to the Administration or the owner of the utility.
- (c) The existing utilities shall be relocated or removed by the agency responsible for their maintenance or by the owner of the utility unless otherwise indicated in the Contract Documents. The Contractor shall inform the respective utility companies at least five days prior to working in any area. In addition, the Contractor shall give sufficient notice to the specific utilities of the Contractor's overall plan for construction. The utility companies will establish the lead-time necessary to meet the applicable utility work schedule and coordinate with the Contractor's work operations based upon the Contractor's overall plan.

Any submittal by the Contractor to vary the sequence of work and/or perform concurrent work in multiple phased differing from the recommended maintenance of traffic phasing, must be accompanied by an updated schedule or CPM reflecting all utility relocation's and adjustments with the affected utility owners, SHA project engineer and the District Utility

Engineer. All requirements and lead times as stated in the Utility Statement and Special Provisions will remain in effect unless written approval for the utility company and the District Utility Engineer is received by the Contractor prior to the commencing any requested work.

Attention potential contractors, please make note of our new notification procedures. SHA is now part of MISS UTILITY. Please submit your ticket request electronically via the internet or by calling MISS UTILITY directly and state the following when calling in:

Please use your contract number when filling out internet form or stated when calling in, so MISS UTILITY knows what highway agency and district number (6) you are working for. Contractors are still required to notify each SHA office directly for coordination of their operations.

CONTRACT PROVISION BUY AMERICA UTILITIES

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

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

Products manufactured of foreign steel or iron materials may be used, provided the cost of such products as they delivered to the project does not exceed 0.1% of the total contract amount, or \$2500, whichever is greater. If a supplier or fabricator wishes to use a partial fabrication process where domestic and foreign source components are assembled at a domestic location, the “as delivered cost” of the foreign components should include any transportation, assembly and testing costs required to install them in the final product.

This applies to all iron, steel and coating materials used for utility work incorporated into the project including materials/items supplied by the Utility Company.

- (d) The following known utility companies have existing facilities or will have adjustment or installation within the limits of this Contract:

SPECIAL PROVISIONS
875 — UTILITIES STATEMENT

CONTRACT NO. WA2025280
3 of 5

- (1) Verizon of Maryland, Inc.
1710 Underpass Way
Hagerstown, MD. 21740
Mr. Dan Ruth
Telephone: (301) 790-7115

Verizon of Maryland, Inc. maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

- (2) Antietam Cable (TV)
1000 Willow Circle
Hagerstown, Maryland 21740
Mr. Gary Davis
Telephone: (240) 420-2082

Antietam Cable (TV) maintains aerial facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

- (3) Allegheny Power
10802 Bower Avenue
Hagerstown, Maryland 21795
Mr. Chuck Barger
Telephone: (301) 582-5266

Allegheny Power maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

- (4) State Highway Administration Lighting
18320 Col. Henry K. Douglas Drive
Hagerstown, Maryland 21740
Mr. Rick Divelbiss
Telephone: (301) 268-3204

State Highway Administration maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

SPECIAL PROVISIONS
875 — UTILITIES STATEMENT

CONTRACT NO. WA2025280
4 of 5

- (5) Washington County Water & Sewer
16232 Elliott Parkway
Williamsport, Maryland 21740 - 6003
Mr. Mark Bradshaw
Telephone: (240) 313-2601

Washington County Water & Sewer Department maintains underground facilities in the vicinity this contract and does not anticipate any adjustments or relocations.

- (6) AT&T Communications
11026 Fingerboard Road
Monrovia, Maryland 21770
Mr. Gary Wigfield
Telephone: (301) 874-1180

AT&T Communications maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

- (7) Level (3) Communications
631 Tice Road
Falling Waters, WV 25419
Mr. Richard Wilke
Telephone: (301) 639-7567

Level (3) Communications maintains underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

NOTE: THE CONTRACTOR SHALL MAKE ALL ADJUSTMENTS TO SURFACE UTILITY FRAME AND COVERS, WATER VALVES, AND WATER METERS. THE COST OF THESE ADJUSTMENTS SHALL BE INCIDENTAL TO THE PRICE BID FOR BITUMINOUS CONCRETE SURFACE AS PER SECTION 504.04 OF THE SPECIFICATIONS OR THE VARIOUS SIDEWALK, DRIVEWAY AND CURB/GUTTER WORK UNLESS THE ADJUSTMENT IS TWELVE INCHES OR MORE, IN THESE CASES THE ADJUSTMENT SHALL BE PAID FOR UNDER THE PERTINENT LINE ITEM. ALL ADJUSTMENTS SHALL BE DONE ACCORDING TO THE PERTINENT UTILITY OWNERS SPECIFICATIONS. THE CONTRACTOR SHALL CONTACT THE PERTINENT UTILITY OWNERS PRIOR TO ADJUSTMENT OF ANY FACILITY. CONTRACTOR WILL REQUEST UTILITY TO ACCEPT IN WRITING ALL ADJUSTMENTS UPON COMPLETION OF WORK AND ARRANGE A FIELD MEETING BETWEEN THE UTILITY, THE CONTRACTOR AND THE SHA PROJECT STAFF.

- (e) When it is necessary to use steel plates at any point during construction, the following Minimum requirements shall be met:
- (1) Steel plates are to be no less than one inch thick.
 - (2) Steel plates are to cover access pit (s) with a one-foot overlap onto existing pavement on all four sides of access pit (s).
 - (3) When only three sides overlap existing roadway, the fourth side shall be supported by an 12" X 12" I beam or timber.
 - (4) In cases where plates are used to cover extremely large excavations, it will be necessary to install an immediate support system to prevent deflection. Steel plates must be pinned to prevent movement.
 - (5) Steel plates must be ramped with cold patch or hot mix asphalt at end of each work shift.
 - (6) It will be necessary to recess any steel plates that are plated in the roadway during the winter months.
- (f) All notifications to the above utility companies and "MISS UTILITY" , 1-800-257-7777 shall be given 48 hours (two full working days) in advance of working in the area of the specific affected utility. The notification to "MISS UTILITY" is required whenever any excavating or similar work is to be performed.
- (g) If an adjustment is required to facilities, it is necessary that the existing facilities remain in service until the new construction is complete and placed in service. Also, when adjustments are required, establishment of lead times are necessary to meet the applicable utility schedule and coordination with the Contractor's work operation.

MEASUREMENT AND PAYMENT. Working around or protecting existing aerial and underground utilities, regardless of ownership (State or Public); removal of temporary materials from the adjusted utilities prior to placement of the proposed hot mix asphalt; cooperation with the owners of the utilities and with other Contractors will not be measured for payment and the cost will be incidental to the items specified in the Contract Documents.



CATEGORY 900
MATERIALS

655 **ADD:** The following after the last paragraph of 900.02 TECHNICIAN QUALIFICATION REQUIREMENTS.

900.03 RECYCLED MATERIALS.

900.03.01 CERTIFICATION. All recycled or rehandled material furnished or supplied for use may require testing and certification to ensure compliance with all State and local applicable environmental and EPA regulations. The required testing may include, but not be limited to, the EPA Toxicity Characteristic Leaching Procedure (TCLP) or its successor. Provide testing and certification for all recycled materials at no additional cost to the Administration. Evaluation and interpretation of the test data will be made by an OMT Quality Assurance Manager. The above requirements do not preclude the normal materials acceptance process, and the recycled material shall meet all applicable specifications. EPA regulations governing the use of the material, certified test results, and material safety data sheets shall accompany the source of supply letter and sample submitted for approval.

Only highway demolition materials are to be used in constructing RC stockpiles for Administration projects. The use of building materials is prohibited.

Refer to the Contract Documents for recycled materials not covered by this specification.

900.03.02 RECLAIMED/RECYCLED CONCRETE (RC).

Usage. Use RC for the following with written approval.

(a) Graded Aggregate Base (GAB).

(b) Common, Select, or Modified Borrow.

(1) At least 2 ft above saturated soil or groundwater conditions, as determined.

(2) At least 100 ft from surface waters (streams, creeks, or rivers, ponds and lakes),

(3) At least 3 ft from exposed metal surfaces, and,

(4) At least 3 ft from geotextile.

(5) At least 3 ft from any water discharge locations.



Do not use RC as Capping Borrow nor as aggregate for the following.

- (a) Portland cement concrete.
- (b) Hot mix asphalt.
- (c) Drainage systems.
- (d) Mechanically stabilized earth (MSE) systems.
 - (1) MSE walls.
 - (2) Reinforced soil slopes (RSS).
 - (3) Reinforced earth slopes (RES).
- (e) In embankment construction as follows.

Within 1.5 ft of the top surface of any area to be vegetated.

- (1) Within 2 ft of saturated soil or groundwater conditions, as determined.
- (2) Within 100 ft of any surface water course (streams, creeks, or rivers, ponds and lakes).
- (3) Within 3 ft of any metal pipe or shoring.
- (4) Within 3 ft of any water discharge locations.
- (5) Under permeable or porous surfaces.

Grading Requirements. The grading requirements for the use of RC.

- (a) Table 901 A when used as GAB or for any other application within the pavement structure.
- (b) 204.02 when used in embankment construction.
- (c) 916.01 when used as Borrow material.

RC shall not contain more than 5 percent brick and hot mixed asphalt material by mass except when used as Common Borrow.



pH Requirements. RC pH shall be less than 12.4 for all applications. RC usage shall not cause any outfall and infiltration water leaving the site to exceed a pH of 8.5. Acid sulfate, sulfur or any other environmentally safe organic material may also be used to control the pH.

pH Testing.

- (a) **Plant:** The producer is required to test pH at the plant per T 289 every 1,000 tons shipped or once a day, whichever yields the greater frequency. Plant pH testing shall be recorded as specified and a history shall be kept at the producer's laboratory. The producer may be required to present TCLP and any other tests conducted by an independent laboratory as directed.

The Administration reserves the right to test the producer's RC at the plant for pH. Material delivery may be terminated if the test results repeatedly meet or exceed a pH of 12.4. In case of high pH the producer is required to use shorter stock pile by spreading the material at around the plant or mixing the RC-GAB with the natural GAB to reduce the pH issue.

- (b) **Construction Site:** The OMT representatives will perform QA testing to monitor, test, for the pH levels for any discharge associated with RC placement as directed. This includes monitoring and testing during periods of precipitation or dampness. In cases of high pH, the producer shall provide a reduction control plan for the pH.

Quality Control. The producer shall submit a Quality Control Plan and obtain approval prior to production. The plan shall include, but not be limited to, the operational techniques and procedures proposed to produce the RC product. Quality control includes the sampling, testing and data recording performed to validate the quality of the product during production operations.

Quality Assurance. OMT Quality Assurance personnel will perform quality assurance inspection, sampling, and testing at the RC plant and construction site. Additional inspection, testing and compaction control will be performed by the Project Engineer.

900.03.03 RECYCLED ASPHALT PAVEMENT (RAP).

Usage. Use RAP for Common, Select, Capping, or Modified Borrow.

Do not use RAP as aggregate for the following.

- (a) Graded Aggregate Base (GAB).



(b) Portland cement concrete.

(c) Drainage systems.

(d) Embankment construction.

(1) Within 1 ft of the top surface of any area to be vegetated.

Refer to MSMT 412 and M 323 for the use of RAP in hot mix asphalt mixes.

Grading Requirements. The grading requirements for the use of RAP.

(a) 204.02 when used in embankment construction,

(b) 916.01 when used as Borrow material,

(c) 901.02.01 when used as riprap.

Quality Control. Create a captive stockpile for storing the RAP prior to use. Create a new captive stockpile and take new acceptance samples for gradation approval whenever the source of the RAP changes.

Quality Assurance. OMT Quality Assurance personnel will sample and test the RAP stockpiles to ensure that they meet the above gradation requirements. The completed test results will be reviewed by the OMT Soils and Aggregate Division for approval.

Construction of Control Test Strip. The location, equipment, and methods used to construct the control test strip shall be as directed; prior to approval. The equipment and methods used to construct the control test strip shall be the same as those used in subsequent construction. Place and test the control test strip when the RAP is 32°F or higher to establish the maximum density. RAP is temperature sensitive, which may affect the density.

Construct the control test strip that shall be at least 100 ft long, 12 ft wide and a maximum compacted lift thickness of 6 in. Prepare the subgrade for the control test strip in accordance with 204.03.07. Do not construct the control strip, or perform any subsequent construction, on frozen subgrade.

Compact the RAP for the control test strip with one pass of the roller. Measure the density after one pass with a nuclear density gauge (backscatter method) at the frequency for capping material at five random locations distributed across the length and width of



the control test strip, as directed. Record the measurements and mark the locations for future reference.

Compact the RAP for the control test strip with a second pass of the roller. Measure and record the density again at the exact locations previously tested and as described above. Prepare a plot of density versus the number of roller passes. Continue this process until the maximum dry density of the control strip is established.

There should be no drop in average density during construction of the control test strip for each lift. A drop in the average density of greater than 2 pcf during construction of the control test strip is an indication that the material is not properly compacting, and a new test strip shall be constructed.

The Project Engineer may require the Contractor to cut into the control test strip for visual inspection. All material, labor, equipment, tools, and incidentals necessary to provide an approved control test strip shall be at no additional cost to the Administration.

Compaction Control. Use the roller pattern and number of passes determined from the construction of the test strip to compact the RAP for production placement. The density of the RAP compacted for production work shall be at least 97 percent of the maximum density obtained from the control test strip. Recheck the density of the production work if it is less than 97 percent of the maximum density obtained from the control test strip. Construct a new control test strip if the second density does not meet the 97 percent requirement. Construct a new control test strip if the measured density of the compacted RAP for production work exceeds 105 percent.

Establish one rolling pattern to achieve maximum density for each use based on the control test strips. Samples or results produced prior to the construction of any new stockpiles will not be considered.



**CATEGORY 900
MATERIALS**

SECTION 901 — AGGREGATES

655 **DELETE:** 901.01 - Tables 901 A, 901 B, 901 C, and 901 D in their entirety.

INSERT: The following.



SPECIAL PROVISIONS INSERT

901 — AGGREGATES

CONTRACT NO. WA2025280

2 of 6

TABLE 901 A
AGGREGATE GRADING REQUIREMENTS
TEST METHOD T 27

MATERIAL	SIEVE SIZE															
	2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	No. 10	No. 16	No. 30	No. 40	No. 50	No. 100	No. 200
	63 mm	50 mm	37.5 mm	25 mm	19 mm	12.5 mm	9.5 mm	4.75 mm	2.36 mm	2.0 mm	1.18 mm	600 µm	425 µm	300 µm	150 µm	75 µm
CRUSHER RUN AGGREGATE CR-6 (f)(g)	—	100	90-100	—	60-90	—	—	30-60	—	—	—	—	—	—	—	0-15
	100	—	—	90-100	—	60-100	—	—	—	35-90	—	—	20-55	—	—	5-25
GRADED AGGREGATE — BASE DESIGN RANGE (a)	—	100	95-100	—	70-92	—	50-70	35-55	—	—	—	12-25	—	—	—	0-8
TOLERANCE (b)	—	-2	±5	—	±8	—	±8	±8	—	—	—	±5	—	—	—	±3(c)
BANK RUN GRAVEL — BASE	100	—	—	85-100	—	60-100	—	—	—	35-75	—	—	20-50	—	—	3-20
COARSE AGGREGATE — PORTLAND CEMENT CONCRETE	—	—	100	95-100	—	25-60	—	0-10	0-5	—	—	—	—	—	—	—
	—	—	—	100	90-100	—	20-55	0-10	0-5	—	—	—	—	—	—	—
7	—	—	—	—	100	90-100	40-70	0-15	0-5	—	—	—	—	—	—	—
FINE AGGREGATE — PORTLAND CEMENT CONCRETE, UNDERDRAIN, and PNEUMATIC MORTAR (d)	—	—	—	—	—	—	100	95-100	—	—	45-85	—	—	5-30	0-10	—
COARSE AGGREGATE — LIGHTWEIGHT PORTLAND CEMENT CONCRETE	—	—	—	100	90-100	—	10-50	0-15	—	—	—	—	—	—	—	—
FINE AGGREGATE — LIGHTWEIGHT PORTLAND CEMENT CONCRETE (d)	—	—	—	—	—	—	100	85-100	—	—	40-80	—	—	10-35	5-25	—
FINE AGGREGATE/SAND MORTAR and EPOXIES (d)	—	—	—	—	—	—	—	100	95-100	—	—	—	—	—	0-25	0-10
MINERAL FILLER	—	—	—	—	—	—	—	—	—	—	—	100	—	95-100	—	70-100



Maryland Department of Transportation
State Highway Administration

SPECIAL PROVISIONS INSERT

901 — AGGREGATES

- (a) To establish target values for design.
- (b) Production tolerance.
- (c) ± 2 for field grading (omitting T 11).
- (d) Fine aggregate includes natural or manufactured sand.
- (e) Crushed glass shall not contain more than one percent contaminants by weight.
- (f) Not to be used in the structural part of any Administration project.
- (g) Recycled asphalt pavement may be used as a component not to exceed 15 percent and is not subject to aggregate physical property requirements in TABLE 901 B.
- (h) Recycled concrete is prohibited in drainage applications.

CONTRACT NO. WA2025280

3 of 6



TABLE 901 B

AGGREGATE PHYSICAL PROPERTY REQUIREMENTS

MATERIAL	TEST METHOD				
	S P E C I F I C A T I O N	T 90	T 11	T 96	T 104
		PI	MATERIAL FINER THAN No. 200 SIEVE	LOS ANGELES ABRASION	SODIUM SULFATE SOUNDNESS
		max	% max	% max	% max
CRUSHER RUN AGGREGATE CR-6	D 1241(a)	6	—	50	—
BANK RUN GRAVEL — SUBBASE	D 1241	6	—	50	—
GRADED AGGREGATE — BASE	D 1241	6	—	50	—
BANK RUN GRAVEL — BASE	D 1241	6	—	50	—
COARSE AGGREGATE — PCC (b)	M 80 CLASS A	—	1.0(c)	50	12
FINE AGGREGATE — PCC (b)(d)	M 6 CLASS B	—	4.0(e)	—	10
COARSE AGGREGATE — LIGHTWEIGHT PCC	M 195	—	—	—	—
FINE AGGREGATE — LIGHTWEIGHT PCC (f)	M 195	—	—	—	—
FINE AGGREGATE/SAND MORTAR and EPOXIES	M 45	—	—	—	10
MINERAL FILLER (g)	M 17	4	—	—	—
GLASS CULLET (h)	M 318	—	—	—	—

- (a) Other approved inert materials of similar characteristics may be used provided they meet these provisions. For crushed reclaimed concrete, the soundness loss shall not exceed 18 percent after magnesium sulfate testing as specified in T 104.
- (b) Test coarse and fine aggregate for PCC for alkali silica reactivity (ASR) per MSMT 212.
- (c) 1.5 if material passing No. 200 sieve is dust of fracture, free of clay or shale.
- (d) In areas exposed to traffic, manufactured sand shall have a minimum ultimate Dynamic Friction Value (DFV) of 45, based on the parent rock.
- (e) 5.0 for concrete not subject to surface abrasion.
- (f) Fine aggregate meeting M 6 may be used if the lightweight concrete does not exceed the maximum unit weight specified in the Contract Documents.
- (g) Fly ash shall not exceed 12 percent loss on ignition.
- (h) For use as a granular road base material. Not intended for use in locations where surfacing will not be placed over the base.



SPECIAL PROVISIONS INSERT

901 — AGGREGATES

CONTRACT NO. WA2025280

5 of 6

TABLE 901 C

ASPHALT MIXES

AGGREGATE GRADING REQUIREMENTS, % PASSING FOR MIX DESIGN

TEST METHOD T 27

MATERIAL	SIEVE SIZE										
	3/4in.	1/2in.	3/8in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200	
	19.0 mm	12.5 mm	9.5 mm	4.75 mm	2.36 mm	1.18 mm	600 µm	300 µm	150 µm	75 µm	
GAP GRADED STONE MATRIX ASPHALT MIX - 9.5mm	100	100	75-90	30-50	20-30	—	—	—	—	8-13	
GAP GRADED STONE MATRIX ASPHALT MIX - 12.5mm	100	90-99	70-85	28-40	18-30	—	—	—	—	8-11	
GAP GRADED STONE MATRIX ASPHALT MIX - 19.0mm	100	82-88	60 max	22-30	14-20	—	—	—	—	9-11	
OPEN GRADED FRICTION COURSE – 9.5mm (a)	—	100	85-100	20-40	5-10	—	—	—	—	2-4	
OPEN GRADED FRICTION COURSE – 12.5 mm (a)	100	85-100	55-75	15-25	5-10	—	—	—	—	2-4	
OPEN GRADED FRICTION COURSE – 12.5mm (b)	100	80-100	35-60	10-25	5-10	—	—	—	—	1-4	
SLURRY SEAL (SS) AND MICRO -SURFACING (MS)	—	—	100	90-100	65-90	45-70	30-50	18-30	10-21	5-15	
	—	—	100	70-95	45-70	28-50	19-34	12-25	7-18	5-15	
CHIP SEAL SURFACE TREATMENT	100	90-100	40-70	0-15	0-5	—	—	—	—	—	
	—	100	85-100	10-30	0-10	0-5	—	—	—	—	

(a) Less than Design Level 4 (ESAL)

(b) Porous European Mix (PEM) – Design Level 4 (ESAL)



SPECIAL PROVISIONS INSERT

901 — AGGREGATES

CONTRACT NO. WA2025280

6 of 6

TABLE 901 D

AGGREGATE PHYSICAL PROPERTY REQUIREMENTS FOR ASPHALT MIXES

MATERIAL	S P E C I F I C A T I O N	TEST METHOD				
		T 11	T 96	T 104	D 4791	MSMT 216
		MATERIAL FINER THAN No. 200 SIEVE % max	LOS ANGELES ABRASION (LA) % max	SODIUM SULFATE SOUNDNESS % max	FLAT and ELONGATED (a) (h) % max	DFV (e) min
4.75mm, 9.5mm, 12.5mm, and 19.0mm	M323	—	45	12	10	25 (b)
4.75mm, 9.5mm, 12.5mm, and 19.0mm - HDFV	M323	—	45	12	10	45 (e)
25.0mm and 37.5mm	M323	—	45	12	10	—
GAP GRADED STONE MATRIX ASPHALT — 9.5mm, 12.5mm, and 19.0mm	M323	—	30	12	20/5 (g)(i)	45 (e)
OPEN GRADED FRICTION COURSE 9.5 mm, 12.5 mm, 12.5 mm PEM (j)	MSMT 409	0.5	30	12	20/5 (g)(i)	45 (e)
SLURRY SEAL (SS) and MICRO-SURFACING (MS)	—	—	—	12	—	45 (f)
CHIP SEAL SURFACE TREATMENT	M 80, CLASS A	1.0 (d)	45	—	—	—

(a) Dimensional ratio of calipers shall be 5:1.

(b) Dynamic Friction Value (DFV) shall be 30.0 when any aggregate being blended has a DFV less than 25.0. DFV shall be 25.0 or greater when the aggregate from each source has a DFV of 25.0 or greater.

Determine proportions of blended aggregate under MSMT 416. Not applicable for Gap Graded Stone Matrix surface mixes or any other surface mix requiring high polish aggregate.

(c) DFV and British Pendulum Number (BPN) determined on parent rock. Reclaimed asphalt pavement (RAP) shall have a DFV of 30.0.

(d) 1.0 for samples taken at the point of production. Samples taken at any point after shipment shall have no more than 1.5 percent finer than 0.075 mm sieve.

(e) DFV shall be 50 when any aggregate being blended has a DFV less than 45. DFV shall be 45 when the aggregate from each source has a DFV of 45 or greater.

Carbonate rock shall have a minimum of 25 percent insoluble residue retained on the 0.075 mm sieve

(f) No blending allowed.

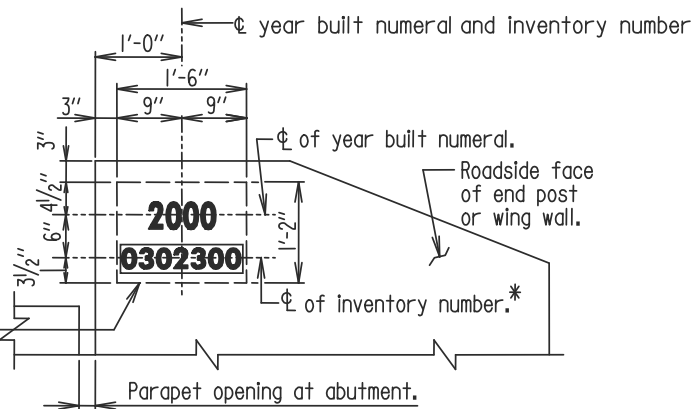
(g) Dimensional ratio of calipers shall be 3:1/5:1.

(h) Testing for flat and elongated particles shall be conducted on the blend.

(i) Test conducted on particles retained on the 4.75 mm sieve.

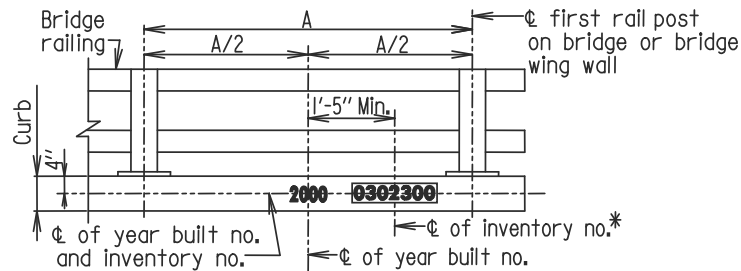
(j) Porous European Mix

If end post has a form liner finish, place year built and structure inventory numbers in curb area as shown for bridges with railing and no parapets. ϕ of year built to be located 1'-0" from parapet opening at abutment.

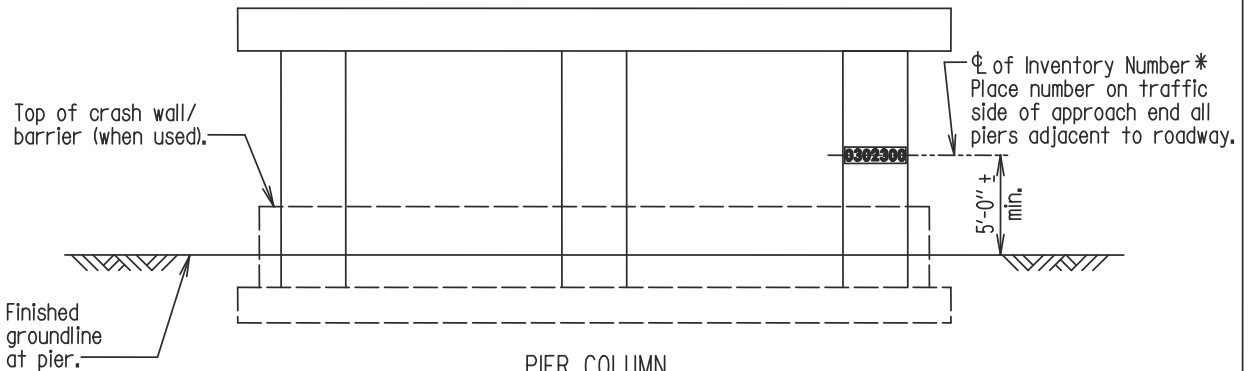


BRIDGES WITH PARAPET

Location: Dual Bridges-Each Approach End (Outside Shoulder).
Single Bridge - Approach End - North or East corner.
Where bridge has a concrete parapet and no definitive end post, place year built marking and structure inventory number on face of parapet as close to center line of bearing at abutment as practical.



BRIDGES WITH RAILING AND NO PARAPETS



PIER COLUMN

ONLY ON ROAD OVER ROAD BRIDGES

*Black numbers 3" high on a painted white background, (5" x 17").

Notes:

- For existing structures, where a year built is shown on the structure and structure is to be rehabilitated, the marking should read 1942-2000 (old year first - new year).
- For existing structures with no year built contact the Office of Bridge Development for old year.
- For Year Built Numerals refer to Standard No. M(0.07)-99-334.

FWHA APPROVAL
DATE:

APPROVAL	
<i>E.S. Freeman</i>	DEPUTY
CHIEF ENGR. BRIDGE DEVEL.	
DATE: 9/14/99	
REVISIONS	
SHA	FWHA
3-10-00	.
12-7-00	.
1-22-01	.
.	.

DEPARTMENT OF TRANS
STATE HIGHWAY ADMINISTRATION
OFFICE OF BRIDGE DEVELOPMENT

LOCATION OF YEAR BUILT MARKING AND
STRUCTURE INVENTORY NUMBER ON BRIDGES

NO. M(0.04)-99-331

SHEET 1 OF 1

MISCELLANEOUS

Bidders are advised that the following:

ADDENDUM RECEIPT
VERIFICATION FORM

and the

PROPOSAL FORM PACKET

shall be completed,
and submitted in a sealed envelope
clearly marked
“SEALED BID”

and the

CONTRACT NUMBER
on the outside of the envelope

CONTRACT PROVISIONS
ADDENDUM RECEIPT VERIFICATION FORM

CONTRACT NO. WA2025280
1 of 1

ADDENDUM RECEIPT VERIFICATION FORM

COMAR 21.05.02.08 requires that all addenda issued be acknowledged, therefore before bids may be considered responsive, the Maryland State Highway Administration must receive verification that all bids considered the contents of all Contract Documents and all Addenda issued, as applicable, for this project.

I do solemnly declare and affirm under the penalties of perjury that this bid was prepared by this firm, including all subcontractors and suppliers, with consideration of all the information contained in the as advertised Contract Documents and all Addenda issued, as applicable.

☐ NO ADDENDA WERE ISSUED

☐ ADDENDUM NO. 1 to _____

(Must be filled in by the bidder – if only one Addendum enter 1 in the blank space provided)

Date: _____

By: _____
(print name of Authorized Representative)

(signature of Authorized Representative)



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280
1 of 43

**STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
PROPOSAL FORM**

Proposal by _____
Name

Address (Street and/or P.O. Box)

City		State		Zip
()	()			
A.C.	Phone No.	A.C.	Fax No.	

to furnish and deliver all materials and to do and perform all work, in conformance with the Standard Specifications, revisions thereto, General Provisions and the Special Provisions in this contract to Cleaning and Painting of Bridges located in Washington County, Maryland, for which Invitation for Bids will be received until 12:00 o'clock noon on 10th day of December 2015, this work being situated as follows:

- (a) Bridge No. 2106900 MD 144WA over I-81.
- (b) Bridge No. 2109203 I-70 EB over Great Tonoloway Creek & County Rd.
- (c) Bridge No. 2109204 I-70 WB over Great Tonoloway Creek & County Rd.
- (d) Bridge No. 2111400 Bower Ave over I-70.

To the State Highway Administration
BID BOX in Bldg. 4
7450 Traffic Drive
Hanover, Maryland 21076

In response to the advertisement by the Administration, inviting bids for the work in conformance with the Contract Documents, now on file in the office of the Administration. I/We hereby certify that I/we am/are the only person, or persons, interested in this bid proposal as principals, and that an examination has been made of the work site, the Specifications, the Plans, and Invitation for Bids, including the Special Provisions contained herein. I/We propose to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials required to complete the project at the following unit price or lump sum price.

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1001 110350	LUMP SUM	TYPE B ENGINEERS OFFICE	103	LUMP SUM			
1002 120500	LUMP SUM	MAINTENANCE OF TRAFFIC BRIDGE NO. 2106900	104	LUMP SUM			
1003 120500	LUMP SUM	MAINTENANCE OF TRAFFIC BRIDGE NO. 2109203	104	LUMP SUM			
1004 120500	LUMP SUM	MAINTENANCE OF TRAFFIC BRIDGE NO. 2109204	104	LUMP SUM			
1005 120500	LUMP SUM	MAINTENANCE OF TRAFFIC BRIDGE NO. 2111400	104	LUMP SUM			
1006 120860	150	PER UNIT DAY PORTABLE VARIABLE MESSAGE SIGN	104.19 SP				

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1007 120890	150	PER UNIT DAY PROTECTION VEHICLE	104.23 SP				
END OF CATEGORY NO. 1							

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
4001 492585	LUMP SUM	CLEANING AND PAINTING BRIDGE NO.2106900	436	LUMP SUM			
4002 492585	LUMP SUM	CLEANING AND PAINTING BRIDGE NO.2109203	436	LUMP SUM			
4003 492585	LUMP SUM	CLEANING AND PAINTING BRIDGE NO.2109204	436	LUMP SUM			
4004 492585	LUMP SUM	CLEANING AND PAINTING BRIDGE NO.2111400	436	LUMP SUM			
END OF CATEGORY NO. 4							

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
		AGGREGATE AMOUNT AT UNIT PRICES ALTERNATE A IS USING BID 1001-1007, 4001-4004					
		THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH PRICES IN NUMERALS AND EXTENSIONS SHALL BE MADE BY HIM.					



CONTRACT PROVISIONS

PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

3 of 43

BUY AMERICAN STEEL

The work under this proposal shall be in conformance with the Annotated Code of Maryland Article 21, Section 8-701 through 8-705 and Comar 21.11.02.

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

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

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

In reference to Section 21.11.02:

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

total cost (D) $1.2 \times$ total cost (F)

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

total cost (D) $1.3 \times$ total cost (F)

Structural Steel Items

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



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

4 of 43

Structural Steel Items

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

Structural Steel Items

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

Other Than Structural Steel items

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

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



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

5 of 43

BID/PROPOSAL AFFIDAVIT

- A. Each solicitation shall provide notice that the affidavit in §B of this regulation shall be completed and submitted to the procurement agency with the vendor's bid or offer.
- B. Mandatory Solicitation Addendum. The solicitation addendum shall be in substantially the same form as follows:

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, 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.
- (5) 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;



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

7 of 43

(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:



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

8 of 43

(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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

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

I FURTHER AFFIRM THAT:

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



M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the

exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

13 of 43

COMPREHENSIVE SIGNATURE PAGE 1 OF 2

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

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

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

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature (SEAL) Date

Print Signature

WITNESS: _____
Signature

Print Signature



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

14 of 43

COMPREHENSIVE SIGNATURE PAGE 2 OF 2

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____
Member Signature Title Date

Print Signature

TITLE: _____ WITNESS: _____
Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature



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. WA2025280, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE).

- ☐ I have met the overall certified Minority Business Enterprise (MBE) participation goal of Sixteen percent (16%) and the following subgoals, if applicable:
zero percent (0%) for African American-owned MBE firms
zero percent (0%) for Hispanic American-owned MBE firms
zero percent (0%) for Asian American-owned MBE firms
zero percent (0%) 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:



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

- (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.

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 4

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.



MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 2 OF 4

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.
 - 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



MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 3 OF 4

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 4 OF 4
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 __ OF __

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

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.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

22 of 43

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 and subgoals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR OR 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: <hr/> <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: <hr/> (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 <hr/>	<p>3.1. <u>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).</u></p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2 <u>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).</u></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.3. <u>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).</u></p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <p>➔ For MBE Overall goal – Use lesser of (a) or (b)</p> <p>➔ For MBE Subgoal – Use lesser of (a) or (c)</p> <p>➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</p>

☐ Check here if Continuation Sheets are attached.



MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET
PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

24 of 43

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 and subgoals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR OR 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 	<p>3.1. <u>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).</u></p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2 <u>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).</u></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.3. <u>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).</u></p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p>Percentages for purposes of calculating achievement of MBE Participation goals:</p> <p>➔ For MBE Overall goal – Use lesser of (a) or (b)</p> <p>➔ For MBE Subgoal – Use lesser of (a) or (c)</p> <p>➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</p>

☐ 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/DBE FORM E
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/offeree 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/offeree 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/offeree 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/offeree has made. The efforts employed by the bidder/offeree should be those that one could reasonably expect a bidder/offeree to take if the bidder/offeree 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/offeree'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/offeree 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/offeree identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

27 of 43

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.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

28 of 43

(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;



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

29 of 43

(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



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

30 of 43

(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



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

31 of 43

(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.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

32 of 43

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:



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

33 of 43

(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

**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.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

35 OF 43

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

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

☐ 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

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.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

37 of 43

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 <hr/>		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 <hr/>		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.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

38 of 43

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

☐ Please check if Additional Sheets are attached.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

39 of 43

INFORMATION REQUIRED TO BE SUBMITTED FOR STRAIGHT STATE CONTRACTS:

(a) Each bidder shall provide the following information:

NAME OF FIRM: _____

Street and/or P.O. Box

City

State

Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years

Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000

____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000

____ >\$10,000,000

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

NAME OF FIRM: _____

Street and/or P.O. Box

City

State

Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years

Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000

____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000

____ > \$10,000,000

NAME OF FIRM: _____

Street and/or P.O. Box

City

State

Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years

Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000

____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000

____ > \$10,000,000

43



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

40 of 43

NAME OF FIRM: _____

Street and/or P.O. Box

City

State

Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years

Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000

____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000

____ > \$10,000,000

NAME OF FIRM: _____

Street and/or P.O. Box

City

State

Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years

Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000

____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000

____ > \$10,000,000

NAME OF FIRM: _____

Street and/or P.O. Box

City

State

Zip Code

____ MBE ____ Non-MBE Age of the firm ____ years

Annual gross receipts per last calendar year ____ <\$500,000 ____ \$500,000-1,000,000

____ \$1,000,000-3,000,000 ____ \$3,000,000-5,000,000 ____ \$5,000,000-10,000,000

____ > \$10,000,000

Submit additional copies of this page as page 24A of 27, 24B of 27, etc. as necessary, and place them as the last pages in the Invitation for Bids. Place an “X” for “NO” on the last copy. Any additional Copies: ____ NO ____ YES



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

41 of 43

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

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

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

_____ (working days)

300 (calendar days)

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

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

To guarantee all of the work performed under this contract to be done in conformance with the Standard Specifications, revisions thereto, General Provisions and Special Provisions in a good workmanlike manner and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance of the work, also we have the equipment, labor, supervision and financial capacity to perform this contract either with our organization or with Subcontractors.



CONTRACT PROVISIONS
PROPOSAL FORM PACKET — STATE

CONTRACT NO. WA2025280

42 of 43

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

N/A dollars (_____) per working day.

920.00 dollars (Nine Hundred and Twenty Dollars) per calendar day.

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

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

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

Acceptable forms of security for bid guaranty shall be:

- (1) A bond in a form satisfactory to the State underwritten by a company licensed to issue bonds in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, or cash;
- (3) Pledge of security backed by the full faith and credit of the United States government or bonds issued by the State of Maryland.

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



Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, 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 Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is 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.