



Maryland Department of Transportation

*State Highway Administration
Baltimore, Maryland
Invitation for Bids*

Contract No. AX9556114SBR

**Landscape and Turf Maintenance at Various Locations in St.
Mary's and Charles Counties; District 5**

**THIS IS A SMALL BUSINESS RESERVE PROCUREMENT
BONDING WILL NOT BE REQUIRED ON THIS CONTRACT**

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

The State Highway Administration will only be responsible for the completeness of documents obtained directly from the State Highway Administration Cashier's Office.

Failure to attach all addenda may cause the bid to be irregular.

VENDOR I.D. NUMBER

S.H.A. USE ONLY



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*State Highway Administration
Baltimore, Maryland
Invitation for Bids*

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**Landscape and Turf Maintenance at Various Locations in St.
Mary's and Charles Counties; District 5**

NOTICE TO BIDDERS

A "Pre-Bidding Session" for the purpose of answering or obtaining answers to questions of parties interested in constructing the work relative to Right-of-Way, Utilities, Design, and Construction Details will be conducted at 10:30 AM on Wednesday, June 02, 2010 in/at Landscape Operations Division's Rosedale Annex; 8355 Pulasaki Highway, Baltimore Maryland, 21237. While attendance at the Pre-Bid conference is not mandatory, this is the offeror's opportunity to raise questions and/or issues of concern regarding the project.

NOTICE TO CONTRACTORS

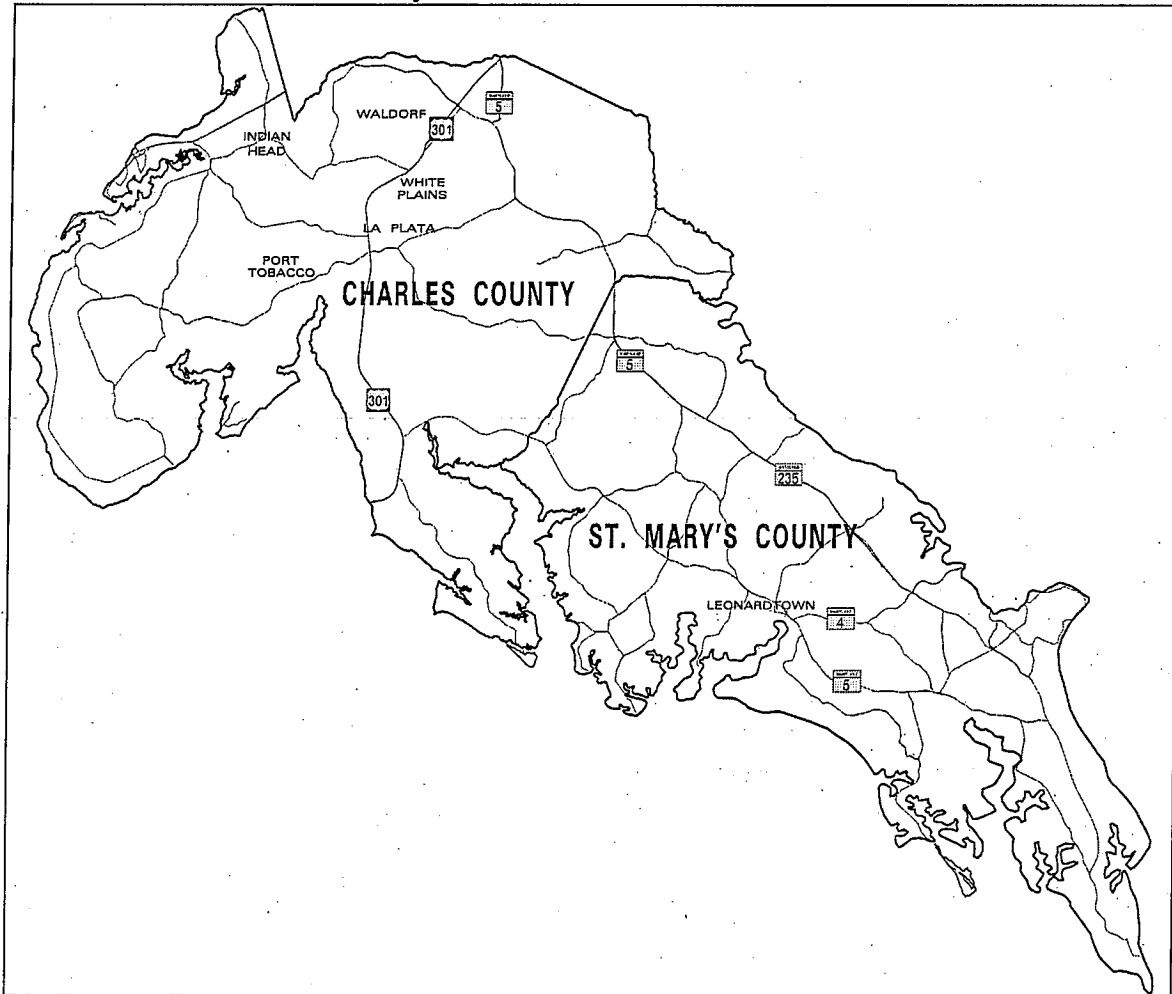
When applicable, this Contract may have one or more of the following preset items in the Schedule of Prices: Price Adjustments (PA) for items such as Diesel Fuel, Asphalt Binder, Pavement Density, Hot Mix Asphalt Mixture and Surface Profile; Incentives/Disincentive (I/D) such as Quarterly and Final Erosion and Sediment Control Incentive/Liquidated Damages Payments, Milestone Completion I/D's and Early Completion I/D's; and Unanticipated Work (UW). These prices were not used as a factor when determining the minority participation goal(s) (if applicable) for this contract. Therefore Bidders should not include PA, I/D and UW funds when calculating minority participation.

If you should have any questions pertaining to this notice then contact the persons listed below:

**Mr. C. Alan Krimm
Contract Awards
Office of Construction
7450 Traffic Drive, Room 214
Hanover, Maryland 21076
443-572-5211 (office)
410-787-0985 (fax)**

**Mr. Gary M. Counts
Contract Awards
Office of Construction
7450 Traffic Drive, Room 214
Hanover, Maryland 21076
443-572-5207 (office)
410-787-0985 (fax)**

Landscape and Turf Maintenance at Various Locations In
St. Mary's and Charles Counties: District 5.



SCALE: NONE LOCATION MAP ST. MARY'S & CHARLES COUNTIES

"I/We hereby certify that any clearing, grading construction and/or development will be done pursuant to this plan and that any responsible personnel involved in the construction project shall have successfully completed a Maryland Department of the Environment training program for the control of erosion and sediment before beginning the project."

"I hereby authorize the right of entry for periodic on-site evaluation by State, Department of the Environment, compliance inspectors."

**REVIEWED AND
APPROVAL RECOMMENDED**

Kenneth A. Oldh 4/27/10

CHIEF, LANDSCAPE OPERATIONS DIVISION

APPROVAL RECOMMENDED

Amal Sanghera 4.26.10

**DIRECTOR, OFFICE OF ENVIRONMENTAL
DESIGN**

APPROVED

[Signature] 4/29/10

**DEPUTY ADMINISTRATOR / CHIEF
ENGINEER FOR PLANNING, ENGINEERING,
REAL ESTATE & ENVIRONMENT**

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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**

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." When conformance with NCHRP Report 350 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.

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(NCHRP) REPORT 350 IMPLEMENTATION SCHEDULE

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WORK ZONE DEVICES	IMPLEMENTATION SCHEDULE TO CONFORM TO NCHRP REPORT 350 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 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 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 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 criteria, until compliance dates are established. Use of these devices shall comply with the provisions of Part 6 of the MUTCD.



CONTRACT PROVISIONS
OCCUPYING WETLANDS

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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.



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MBE FOR STRAIGHT STATE CONTRACTS

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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.

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



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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 or 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 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.



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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 **0** 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 and a sub-goal of **0** percent participation by firms classified as Women-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:
 - 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



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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;
- 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.



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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 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.



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- (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.

10. Bidder Records

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



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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 quarterly 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 quarterly reports shall be due on the 15th calendar day of January, April, July, and October. 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.
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.



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- 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 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.



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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

CONTRACT NO. AX9556114SBR

NOTICE TO CONTRACTORS MBE/DBE GOAL

1 of 1

**NOTICE TO CONTRACTORS
CONCERNING THE MBE/DBE GOAL ON THIS CONTRACT**

The Maryland Department of Transportation is committed to providing the maximum amount of contracting opportunities to certified Minority Business Enterprises (MBEs) and Disadvantaged Business Enterprises (DBEs). The previously established policy excluded consideration of the cost of supplying structural steel for MBE/DBE participation since there were no structural steel manufacturers certified by MDOT. This exemption is no longer applicable since MBE/ DBE firms have been certified under this category.

The Administration reserves the right to verify the accuracy of the dollar value included on the Contractor's Affirmative Action Plan, including the value associated with the manufacture, supply, and installation of structural steel.



CONTRACT PROVISIONS

MBE/DBE COMPLIANCE FIELD MEETING

CONTRACT NO. AX9556114SBR

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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. AX9556114SBR

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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. AX9556114SBR
1 of 3

PREVAILING WAGE
INSTRUCTIONS FOR THE CONTRACTOR

PAYROLLS.

Non-Federally Funded Contracts. For Non-Federally funded projects, which include prevailing wage rates, the prime Contractor and each subcontractor shall submit two copies of their payroll records. One copy shall be submitted to the Project Engineer and one shall be sent to the Maryland State Commissioner of Labor & Industry, Room 607, 1100 N. Eutaw Street, Baltimore, MD 21201, where they will be available for inspection during business hours. 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 the employees' full name, classification, and a unique employee identification number.

NOTE: Employees' address and social security number are no longer required. Update revisions to FHWA 1273 and US DOL Form WH-347 are pending.

- (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).



CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. AX9556114SBR
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- (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 the Wage and Hour Team, 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) Payroll submissions shall no longer contain an employee's home address or complete social security number. 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.

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.



CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. AX9556114SBR
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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.

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.

INQUIRIES.

Requests for information or questions shall be addressed to:

Maryland State Highway Administration
Design Technical Services Division
Wage and Hour Team
707 N. Calvert Streets, MS C-102
Baltimore, MD 21203-0717
Telephone: 410-545-8795
Fax: 410-209-5001



CONTRACT PROVISIONS
CONTRACTOR AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. AX9556114SBR
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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. AX9556114SBR

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- 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

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- 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. AX9556114SBR

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(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

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- (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

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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

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**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 1) 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)



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- (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%
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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.



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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. AX9556114SBR
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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.



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HIGH VISIBILITY SAFETY APPAREL POLICY

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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.

NOTICE TO BIDDERS/OFFERORS/CONTRACTORS

LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in these Contract Documents entitled Living Wage Requirements for Maintenance Service Contracts. If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services, valued at 50% or more of the total value of the contract, are performed in the Tier 1 Area. If State contract services, valued at 50% or more of the total value, are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a **Tier 2** contract.

SPECIAL PROVISIONS
LIVING WAGE REQUIREMENTS

CONTRACT NO. AX9556114SBR
1 of 2

LIVING WAGE REQUIREMENTS FOR MAINTENANCE SERVICE CONTRACTS

- A. This Contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) has a State contract for services valued at less than \$100,000, or
 - (b) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) performs work on a State contract for services valued at less than \$100,000,
 - (b) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
 - (3) Contracts involving services needed for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

SPECIAL PROVISIONS
LIVING WAGE REQUIREMENTS

CONTRACT NO. AX9556114SBR
2 of 2

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Labor and Industry and then on Living Wage.

SPECIAL PROVISIONS
PROJECT DESCRIPTION

CONTRACT NO. AX9556114SBR

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PROJECT DESCRIPTION

This is a Three year and Three Month (39 month) contract located at various locations throughout St. Mary's and Charles Counties, Maryland for the maintenance of landscape planting beds, individually planted trees and turf along median and roadside areas. The work includes, but is not limited to the completion of scheduled rotations of turf mowing and landscape maintenance involving weed control, edging, mulching, fertilizing, pruning, perimeter mowing, and removing debris/leaves/dead plants in planting beds containing trees, shrubs, perennials, ornamental grasses and bulbs. 'Landscape Maintenance Crew' days will be utilized to complete any additional work as assigned by the Project Engineer and supplying and applying water to selected plant material. All work will be performed within the Administration right-of-way at the following maintenance sites and/or other locations assigned by the Project Engineer:

St. Mary's County Maintenance Sites

Site Number	Corridor	Location	Orientation	Type of Plant Material	Approx. S.Y. of Planting Bed	Approx. Number of Individual Trees	Approx. S.Y. & (Acres) of Turf
1	MD5	From Charles County Line to Persimmon Creek Road.	Median	Trees	3,870	0	0.00 (0.00)
2		From 1000' North to 1500' South of the Welcome to Leonardtown Sign.	Median	Trees, Shrubs & Perennials	1,020	8	0.00 (0.00)
3		At MD234 interchange	Roadside	Trees	128	0	0.00 (0.00)
4	MD234	MD234 / MD238 interchange Roundabout	Median	Trees, Shrubs & Perennials	154	0	116 (0.024)
5	MD235	From approx. 1300' North of MD 4 to MD 246	Median	Trees, Shrubs & Perennials	1,496	422	43,600 (9.00)
6	MD237‡	From MD235 to MD246	Median & Roadside	Trees, Shrubs, Bulbs & Perennials	8,904	64	0.00 (0.00)

‡ Maintenance on MD 237 will not start until the year 2011. All "Construction Activities" except "Edging" and "Mulching" will begin in February 2011. The activity of "Edging" and "Mulching" will not be performed at any time during the term of this contract at site number 6 only.

SPECIAL PROVISIONS
PROJECT DESCRIPTION

CONTRACT NO. AX9556114SBR

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Charles County Maintenance Sites

Site Number	Corridor	Location	Orientation	Type of Plant Material	Approx. S.Y. of Planting Bed	Approx. Number of Individual Trees	Approx. S.Y. & (Acres) of Turf
7	MD5 bypass (formerly MD 205)	From US 301 to 600' South of Popular Hill Road.	Median & Roadside	Trees, Shrubs & Perennials	2,345	50	48,400 (10.00)
8		Park & Ride.	Median & Roadside	Trees & Perennials	90	100	16,940 (3.50)
9	MD231	At Animal Shelter Road	Roadside	Shrubs & Perennials	409	0	0.00 (0.00)
10		At MD5, two roundabouts and MD5 between Teddy Bear Pl./Herbert Rd and Deborah Dr.	Median	Trees, Shrubs & Perennials	2,942	0	1,317 (0.27)
11	US301	From Prince George's Co. line to 2500' South of Smallwood Drive	Median	Trees & Shrubs	1,135	133	63,913 (13.20)
12		Northbound near Billingsley Road at "Welcome to Waldorf Sign"	Roadside	Trees, Shrubs & Perennials	60	9	4,840 (1.00)
13		From Billingsley Road to Demarr Rd	Median	Shrubs	420	0	4,840 (1.00)
14		From MD 227 to 1400' South of MD 227.	Median	Trees & Shrubs	85	13	0.00 (0.00)
15		Southbound at MD227, Marshall Corner Road	Roadside	Trees, Shrubs, Bulbs & Perennials	923	0	0.00 (0.00)

SPECIAL PROVISIONS
PROJECT DESCRIPTION

CONTRACT NO. AX9556114SBR

3 of 3

Charles County Maintenance Sites, Cont.

Site Number	Corridor	Location	Orientation	Type of Plant Material	Approx. S.Y. of Planting Bed	Approx. Number of Individual Trees	Approx. S.Y. & (Acres) of Turf
16	US301	From St. Mary's Ave/Old Stagecoach Road to Rosewick Rd	Median	Shrubs	1,154	0	0.00 (0.00)
17		From Bel Alton-Newton Road to Irving Road	Median	Trees, Shrubs & Perennials	340	0	0.00 (0.00)
18		From 250' North of Popes Creek to 1500' South of Popes Creek.	Median	Trees	0	24	0.00 (0.00)
19		From Clifton Dr. to 2000' South of Clifton Dr.	Median	Trees, Shrubs & Perennials	120	44	9,680 (2.00)
				TOTALS	25,595	867	193,646 (40.00)

SPECIFICATIONS

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 and companion manual entitled "General Provisions for Construction Contracts", revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids.

In case of a discrepancy between the Special Provisions and all other provisions contained in this Contract, the Engineer will be the sole authority as to the proper procedure to follow.

EMPLOYMENT AGENCY

The Maryland Department of Human Resources is located at:

Montgomery County
Wheaton Job Service
Wheaton Plaza South Office Building
Wheaton, Maryland 20902

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 November 19, 2008 the bidder is required to complete the AAP information on pages 17, 18, 21, 22, 23, and 24 of 28 of the Contract Provisions, Proposal Form Packet—Federal, or complete the AAP information on pages 16, 17, 20, 21, 22, and 23 of 28 of the Contract Provisions, Proposal Form Packet—State, or complete the AAP information on pages 17, 18, 21, 22, 23, and 24 of 29 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.marylandroads.com. 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.

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. AX9556114SBR
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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. 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.

Written requests for information or questions shall be addressed to:

Mr. Kenneth A. Oldham, Chief
Landscape Operations Division
Office of Environmental Design or Fax to: (410) 209-5003
State Highway Administration
707 N. Calvert Street, C-303
Baltimore, Maryland 21202

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

LICENSES AND CERTIFICATIONS.

Within 10 days of notice of apparent low bid, the Contractor shall submit active copies of all required Certificates, Licenses and Insurance(s) to the Project Engineer.

Required license and certificates for this contract are:

- ☒ MD Business License
- ☒ Pesticide Applicators License in Category 6
- ☒ Insurance Certificate(s)
- ☒ Traffic Managers Certificate

Prior to the commencement of work and by the submittal dates noted in this Contract and Section 710 of the July 2008 Standard Specifications Book, the Contractor shall submit the following to the Project Engineer for review and approval:

- ☒ Traffic Control Plan(s) Certification
- ☒ Lump sum breakdown of bid price for 'Maintenance of Planting Beds and Individual Trees' Maintenance Activities, 'Maintenance of Turf' and 'Integrated Pest Management Plan' as noted in the *Special Provision – Category 700 – Maintenance of Planting Beds and Individual Trees and Special Provision – Category 700 – Maintenance of Turf* section of this contract
- ☒ All other licenses or certificates that may be needed to execute this contract

No project time extension will be permitted if the Contractor fails to submit these required items in a timely fashion. Scheduled monthly rotations that are missed will result in forfeiture of the respective rotation missed and liquidated damages for failure to complete all items of this contract will apply.

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. AX9556114SBR
3 of 3

Applicator shall carry and have available to review by the PE, anytime pesticides are applied. Failure of which shall result in immediate stoppage of application until PE is provided active copies of applicator name and pesticide identification.

☒ Their Maryland Certified Pesticide Applicators identification card.

RIGHT-OF-WAY STATUS

All work will take place within SHA Right-of-Way

NOTICE TO CONTRACTOR

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

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

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

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

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

SPECIAL PROVISIONS

TC-4.02 FAILURE TO MAINTAIN PROJECT

CONTRACT NO. AX9556114SBR

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 \$500.00 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.

SPECIAL PROVISIONS

104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO: AX9556114SBR

1 of 3

**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 Saturdays or Sundays.

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, the third Monday in January
- ☐ President's Day, the third Monday in February
- ☒ Good Friday
- ☒ Easter Weekend
- ☒ Memorial Day, the last Monday in May
- ☒ Independence Day, July 4
- ☒ Labor Day, the first Monday in September
- ☐ Columbus Day, the second Monday in October
- ☐ Veteran's Day, November 11
- ☒ Thanksgiving Day, the fourth Thursday in November
- ☒ Christmas Day, December 25

X All work requires that contact shall be made with D5 Traffic & D5 Construction to ensure that there are no conflicting special events or construction activity.

TEMPORARY LANE OR SHOULDER CLOSURE SCHEDULE			
ROADWAY	# LANE(S) / SHOULDER CAN BE CLOSED	DAY OF THE WEEK	CLOSURE PERIOD (TIME OF DAY)
US301 (Waldorf Area)	0/0	Mon-Fri.	5am-9am
	0/1	Mon-Fri.	9am-3pm
	0/0	Mon-Fri.	3pm-8pm
	0/1	Sun-Thur	8pm-10pm
	1/1	Sun-Thur	10pm - 5am
	2/1 (if at least 3 lanes in one direction)	Sun-Thur	12 midnight - 5am
MD5 Business, MD235 (undivided section)	0/0	Mon-Fri.	5am-9am
	0/1	Mon-Fri.	9am-3pm
	0/0	Mon-Fri.	3pm-8pm
	0/1	Sun-Thur	8pm-10pm
	1/1	Sun-Thur	10pm - 5am
All other roads	0/0	Mon-Fri.	5am-9am
	0/1	Mon-Fri.	9am-3pm
	0/0	Mon-Fri.	3pm-8pm
	0/1	Sun-Thur	8pm-10pm
	1/1	Sun-Thur	10pm - 5am
	2/1 (if at least 3 lanes in one direction)	Sun-Thur	12 midnight - 5am

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, a truck-mounted attenuator (TMA) with support structure designed for attaching the system to the work vehicle, and 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 manufacture’s specification as tested under NCHRP Test Level 3.

SPECIAL PROVISIONS**104.01 — TRAFFIC CONTROL PLAN**

CONTRACT NO: AX9556114SBR

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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 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.

Workers and equipment, including temporary traffic control devices needed for setting up a lane closure or restriction, are prohibited in the lane or 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 30 minutes prior to actual time lane/shoulder closure or restriction is permitted. 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 30 minutes prior to actual time lane/shoulder closure or restriction is permitted.

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 10 ft. 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.

ELAPSED TIME, MINUTES	DEDUCTION
1 - 5	\$ <u>50.00</u>
Over 5	\$ <u>50.00</u> per Minute (In addition to the Original 5 minutes)



SPECIAL PROVISIONS INSERT

104.14 — CONES FOR MAINTENANCE OF TRAFFIC

CONTRACT NO. AX9556114SBR

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**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 inches from the top of the cone. The second stripe shall be 4 in. wide and located 2 inches 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. AX9556114SBR

**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. The slip resistance coefficient is .80 minimum using test method C 1028 (dry method).



SPECIAL PROVISIONS INSERT

CONTRACT NO. AX9556114SBR

**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 10:1. Temporary detectable warning mats must be installed at street crossings and signalized entrances. The slip resistance coefficient is .80 minimum using test method C 1028 (dry method).
- (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.

CATEGORY 700 LANDSCAPING

MAINTENANCE OF PLANTING BEDS & INDIVIDUAL TREES

DESCRIPTION: This work consists of controlling pre and post emergent weeds, pruning, fertilizing, edging, perimeter bed mowing, mulching and debris removal at all planting beds and tree pits. All debris created by work activities shall be cleaned up and properly disposed of off SHA's Right of Way at the end of each day. Work shall be performed on State Highway Administration's Right of Way at the following locations:

St. Mary's County Maintenance Sites

Site Number	Corridor	Location	Orientation	Type of Plant Material	Approx. S.Y. of Planting Bed	Approx. Number of Individual Trees *
1	MD5	From Charles County Line to Persimmon Creek Road.	Median	Trees	3,870	0
2		From 1000' North to 1500' South of the Welcome to Leonardtown Sign.	Median	Trees, Shrubs & Perennials	1,020	8
3		At MD234 interchange	Roadside	Trees	128	0
4	MD234	MD234 / MD238 interchange Roundabout	Median	Trees, Shrubs & Perennials	154	0
5	MD235	From approx. 1300' North of MD 4 to MD 246	Median	Trees, Shrubs & Perennials	1,496	422
6	MD237‡	From MD235 to MD246	Median and Roadside	Trees, Shrubs, Bulbs & Perennials	8,904	64

‡ All "Construction Activities" except "Edging" and "Mulching" will begin in February 2011. The activity of "Edging" and "Mulching" will not be performed at any time during the term of this contract at site number 6 only.

SPECIAL PROVISIONS

CONTRACT NO. AX9556114SBR

CATEGORY 700 – MAINTENANCE OF PLANTING BEDS & INDIVIDUAL TREES

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Charles County Maintenance Sites

Site Number	Corridor	Location	Orientation	Type of Plant Material	Approx. S.Y. of Planting Bed	Approx. Number of Individual Trees *	
7	MD5 bypass (formerly MD 205)	From US 301 to 600’ South of Popular Hill Road. **Trees 4 inch caliper or smaller	Median and Roadside	Trees, Shrubs & Perennials	2,345	50**	
8		Park & Ride. **Trees 4 inch caliper or smaller	Median and Roadside	Trees & Perennials	90	100**	
9	MD231	At Animal Shelter Road	Roadside	Shrubs & Perennials	409	0	
10		At MD5, two roundabouts and MD5 between Teddy Bear Pl./Herbert Rd and Deborah Dr.	Median	Trees, Shrubs & Perennials	2,942	0	
11	US301	From Prince George’s Co. line to 2500’ South of Smallwood Drive	Median	Trees & Shrubs	1,135	133	
12		Northbound near Billingsley Road at “Welcome to Waldorf Sign”	Roadside	Trees, Shrubs & Perennials	60	9	
13		From Billingsley Rd. to Demarr Rd.	Median	Shrubs	420	0	
14		From MD 227 to 1400’ South of MD 227.	Median	Trees & Shrubs	85	13	
15		Southbound at MD227, Marshall Corner Road	Roadside	Trees, Shrubs, Bulbs & Perennials	923	0	
16		From St. Mary’s Ave/Old Stagecoach Road to Rosewick Road	Median	Shrubs	1,154	0	
17		From Bel Alton-Newton Road to Irving Road	Median	Trees, Shrubs & Perennials	340	0	
18		From 250’ North of Popes Creek to 1500’ South of Popes Creek.	Median	Trees	0	24	
19		From Clifton Dr. to 2000’ South of Clifton Dr.	Median	Trees, Shrubs & Perennials	120	44	
				TOTALS	25,595	803	
APPROXIMATE CUMULATIVE SQUARE YARD TOTAL					27,522.20		

SPECIAL PROVISIONS

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CATEGORY 700 – MAINTENANCE OF PLANTING BEDS & INDIVIDUAL TREES

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* *Individual Tree Pit area is based on an average size of 22 square feet per tree.*

- 1) *The square yardage of the planting bed areas listed above refers to the true size of the planting bed. However, many of these sites contain mature plant material which may greatly reduce the actual treatment area needing chemical weed control and mulch.*
- 2) *SHA, at the direction of the Project Engineer, has the right to reduce, eliminate or alter locations, Construction Activities or Completion Dates throughout the term of this Contract.*

MATERIALS:

Fertilizer (14-14-14) 920.03

An approved 3-4 month slow release equal.

Shredded Hardwood Bark Mulch 920.04.03

Herbicides 920.09.03

(post emergent – Glyphosate, 41%)

(post emergent – Halosulfuron-methyl, 75%) – specified for use on Nut Sedge

(post emergent – Clopyralid, 40.9%) – specified for use on Canada Thistle

(pre emergent – Trifluralin, 2.0%)

(pre emergent – Isoxaben, 0.5%)

CONSTRUCTION: Supply all materials, equipment, labor and incidentals necessary to perform the following landscape maintenance work at all Planting Bed Sites by its respective completion dates:

CONSTRUCTION ACTIVITIES		COMPLETION DATES
1. Pruning	a) Dormant Pruning	Between February 15 th and March 15 th of 2011, 2012 & 2013 (Perennials and Grasses). {3 Cycles}
	b) Summer Pruning	Between June 15 th and July 15 th of 2011, 2012 & 2013 (Flower stalks & Bulb Foliage). {3 Cycles}
2. Edging		Between February 15 th and March 15 th of 2012. {1 Cycles}
3. Ornamental Fertilization		Between March 15 th to April 15 th of 2011, 2012 & 2013 {3 Cycles}
4. Mulching		Between February 15 th to March 15 th of 2012. {1 Cycles}
5. Weed Control	a) Pre-Emergence	On April 15 th and July 15 th in 2011, 2012 & 2013 {6 Cycles}
	b) Post-Emergence	Once per month by the 15 th of every month from August through October of 2010 and from April through October in 2011, 2012 & 2013. Not less then 20 days or greater then 30 days may elapse between Post-Emergence rotations. {24 Cycles}
6. Debris / Trash Removal		Once per month by the 15 th of every month from August through October of 2010 and from April through October in 2011, 2012 & 2013. Not less then 20 days or greater then 30 days may elapse between Debris Removal rotations. {24 Cycles}
7. Perimeter Turf Mowing		Once per month by the 15 th of every month from August through October of 2010 and from April through October in 2011, 2012 & 2013. Not less then 20 days or greater then 30 days may elapse between Perimeter Turf Mowing rotations. {24 Cycles}

CONSTRUCTION ACTIVITIES.**1. Pruning Perennials, Ornamental Grasses and Bulb Foliage.**

- a) Dormant Pruning: Cut back perennials and ornamental grasses (including Liriope) to within 3” of the mulch surface and avoid pruning any new, live re-growth.
- b) Summer Pruning: Prune all dead flower stalks of perennials to live vegetative growth. Cut back bulb foliage to within 1” of the mulch surface.

All vegetative and flower stalks shall be cleanly cut (not jagged or frayed). Remove all debris from the job site on the same day it is cut. Properly dispose of debris off of State Highway Administration Right of Way. Do not damage favorable plants. If the Engineer determines that the Contractor's pruning operation unnecessarily damaged plants, the Contractor shall be responsible for repairing or replacing, at the Engineer's discretion and at no additional cost to the administration.

Pruning of Trees and Shrubs: Complete tree and shrub pruning activities (except removing dead branches) only when directed by the Project Engineer. All pruning activities must conform to Section 712 utilizing approved mechanical or manual method. All cuts must be clean cuts (not jagged or frayed). All clippings must be removed from the job site and disposed of by the Contractor at the end of each calendar day. ***NOTE:*** Tree and shrub pruning shall be paid for utilizing the Landscape Crew Day item.

2. Edging. Mechanically cut an edge around the existing perimeter of all planting beds and individual tree pits prior to applying mulch. Cut edge 3 inches deep and taper back into the bed. Do **not** incorporate edging debris back into the planting bed, but instead, removed it from the job site on the same day it is cut. Properly dispose of debris off of State Highway Administration Right of Way. ***Chemical edging will not be permitted.***

3. Ornamental Fertilization. Supply and place 14-14-14 approved 3-4 month slow release fertilizer evenly over entire planting bed and area at a rate of 5 lbs. per 100 square yards. For trees apply one pound per inch of caliper for deciduous trees or per three foot of height for evergreen trees. Promptly wash or brush off any fertilizer remaining on the foliage of plants. Complete this work by the completion dates. ***Fertilizer application must be observed and documented by the Project Engineer for payment.***

4. Mulching. After edging, supply and place a 2 inch depth of shredded hardwood bark mulch (after settlement) evenly over the entire area of the plant beds or tree pits to its respective edge by the completion date. Where there are trees within the planting beds or individually planted, ensure that the mulch is not in contact with the tree's bark. Mulch shall be washed or brushed off all plant foliage by the end of each day.

5. Weed Control. Weeds are considered all undesirable plants (either woody, herbaceous or annual) as determined by the Engineer.

- a) Pre – Emergence Weed Control: Apply pre-emergent herbicide by the scheduled due dates to prevent weed seeds in the planting beds or tree pits from germinating. ***Pre-emergent application must be observed and documented by the Project Engineer for payment.***
- b) Post – Emergence Weed Control: Control post-emergent weeds by the scheduled due dates by applying post-emergent herbicide to all weeds up to 6” in height. Weeds greater than 6” should be cut back and treated with herbicide as long as acceptable foliage remains to absorb the herbicide. When weeds are in close proximity to beneficial plants and the danger of herbicide overspray exists, manual removal of weeds by hand pulling may be utilized. Hand pulling is only an acceptable method of weed control ***if*** weeds are in close proximity to beneficial plants and all root mass is removed.

Pre and post-emergent weed control operations must be performed in accordance with the Contractors approved Integrated Pest Management (IPM) Program. Submit an IPM Program, as stated in Section 710.03.02 (d), to the Project Engineer prior to commencement of work. This program must include the dates of herbicide applications, herbicide to be applied and the methods of application.

Apply herbicides as specified in the Maryland Pesticide Applicator's Law and in conformance with the manufacturer's recommendations and Section 710.03.01 (c). Apply herbicides under the direct supervision of a Certified Applicator of Pesticides (Category 6)

The Contractor must maintain and complete herbicide team activity card(s), as stated in Section 710.03.01 (d). A completed copy must be given or faxed to the Project Engineer within 24 hours of application. The Contractor, at his expense, will replace or repair, as determined by the Engineer, all plant material that is killed or damaged through negligence relating to the application and/or handling of herbicides.

6. Debris / Trash Removal. Remove any trash, leaves, debris, grass clippings and dead plants or plant material from planting beds, tree and shrub canopies and maintained turf areas by the completion dates. Prune dead limbs out of trees and shrubs. The Contractor is responsible for properly disposing of debris off of State Highway Administration Right of Way

7. Perimeter Mowing. Mow a five foot (5') swath around all planting beds and tree pits at all locations. Mow all turf in accordance with the completion dates to a height of between 3.0 to 4.0 inches tall. Neatly trim all turf edges or any areas mowers can't reach. No visible grass clippings, grass clumps or clipping build up shall be left in turf, beds or individual tree pits after mowing is complete. Mow in such a manner so that no grass clippings are thrown into tree pits, plant beds or into roadways. All grass clippings shall be removed from the planting beds, tree pits and roadways (including curb and gutter area) and properly disposed of off State Highway Administration Right of Way the same day mowing is performed.

NOTIFICATION / INSPECTION. The Contractor shall be required to notify the Project Engineer, by phone, 24 hours prior to the start of each days work site(s). The Contractor shall also be required to provide the Project Engineer a list of all locations that have been completed during the course of the week, at the end of each week in which the work was completed. The Contractor shall meet with the Project Engineer weekly to review the completed work as reported by the Contractor to verify the successful completion of the tasks at each location and to determine if any corrective action is required on the part of the Contractor to bring the completed locations into conformance with the specifications as determined by the Engineer.

The Contractor will submit a completed Team Activity Card within 24 hours of the completion of each work day. Failure on the part of the Contractor to provide such notifications or to participate in the weekly inspections may result in delay of the respective pay percentage associated with any of the tasks scheduled to be competed during that month.

DAMAGES AND LIQUIDATED DAMAGES. **Damages** will be assessed for all plant material that is injured or destroyed during Construction Activities equal to the replacement cost of the plant material, as determined by the Engineer. **Liquidated Damages** may be assessed at a rate of \$75.00 per day for each working day beyond the scheduled completion date for any Construction Activity that remains incomplete or unacceptable.

MEASUREMENT AND PAYMENT. The item for ‘Maintenance of Planting Beds’ will be paid for at various percentages of the lump sum bid price. Submit a breakdown of the lump sum bid price for ‘Maintenance of Planting Beds’ to the Engineer within 15 days after Notice to Proceed. This breakdown must include a price per square yard for each of the seven (7) Maintenance of Planting Beds ‘Construction Activities’. The payment will be full compensation, less any forfeiture of monies for any uncompleted or unacceptable portion of a Construction Activity omitted from the rotation, for all labor, equipment, materials, and incidentals necessary to complete the scheduled work. Upon completion and satisfactory acceptance of all required work activities at all planting bed locations by the Project Engineer, payments will be made according to the following schedule:

SPECIAL PROVISIONS

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CATEGORY 700 – MAINTENANCE OF PLANTING BEDS & INDIVIDUAL TREES

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CONSTRUCTION ACTIVITIES		COMPLETION DATES	PERCENT OF LUMP SUM PAYMENT PER CYCLE
1. Pruning	a) Dormant Pruning	Between February 15 th and March 15 th of 2011, 2012 & 2013 (Perennials and Grasses). {3 Cycles}	2% {Total of all Cycles 6% }
	b) Summer Pruning	Between June 15 th and July 15 th of 2011, 2012 & 2013 (Flower stalks & Bulb Foliage). {3 Cycles}	2% {Total of all Cycles 6% }
2. Edging		Between February 15 th and March 15 th of 2012. {1 Cycles}	3% {Total of all Cycles 3% }
3. Ornamental Fertilization		Between March 15 th to April 15 th of 2011, 2012 & 2013 {3 Cycles}	3% {Total of all Cycles 9% }
4. Mulching		Between February 15 th to March 15 th of 2012. {1 Cycles}	10% {Total of all Cycles 10% }
5. Weed Control	a) Pre-Emergence	On April 15 th and July 15 th in 2011, 2012 & 2013 {6 Cycles}	3% {Total of all Cycles 18% }
	b) Post-Emergence	Once per month by the 15 th of every month from August through October of 2010 and from April through October in 2011, 2012 & 2013. Not less than 20 days or greater than 30 days may elapse between Post-Emergence rotations. {24 Cycles}	0.5% {Total of all Cycles 12% }
6. Debris / Trash Removal		Once per month by the 15 th of every month from August through October of 2010 and from April through October in 2011, 2012 & 2013. Not less than 20 days or greater than 30 days may elapse between Debris Removal rotations. {24 Cycles}	1% {Total of all Cycles 24% }
7. Perimeter Turf Mowing		Once per month by the 15 th of every month from August through October of 2010 and from April through October in 2011, 2012 & 2013. Not less than 20 days or greater than 30 days may elapse between Perimeter Turf Mowing rotations {24 Cycles}	0.5% {Total of all Cycles 12% }

CATEGORY 700
LANDSCAPING

MAINTENANCE OF TURF

DESCRIPTION : This work shall include mowing, string trimming and removal of grass clippings from the site as described in the Contract Documents or as directed by the Engineer. Work will be performed at the following locations:

St. Mary's County Maintenance Sites

Site Number	Corridor	Location	Orientation	Approx. S.Y. & (Acres) of Turf
<i>T1</i>	<i>MD 234</i>	MD234 / MD238 interchange Roundabout	Median	133 (0.027)
<i>T2</i>	<i>MD 235</i>	From approx. 1300' North of MD 4 to MD 246	Median	43,600 (9.00)

Charles County Maintenance Sites

<i>T3</i>	<i>MD 5 bypass</i>	From US 301 to 600’ South of Popular Hill Road.	Median and Roadside	48,400 (10.00)
<i>T4</i>	<i>(Formerly MD205)</i>	Park & Ride.	Median and Roadside	16,940 (3.50)
<i>T5</i>	<i>MD 231</i>	At MD5, two roundabouts and MD5 between Teddy Bear Pl./Herbert Rd and Deborah Dr.	Median	1,317 (0.27)
<i>T6</i>	<i>US 301</i>	From Prince George’s Co. line to 2500’ South of Smallwood Drive	Median	63,913 (13.20)
<i>T7</i>		Northbound near Billingsley Road at “Welcome to Waldorf Sign”	Roadside	4,840 (1.00)
<i>T8</i>		From Clifton Dr. to 2000’ South of Clifton Dr.	Median	9,680 (2.00)
		APPROXIMATE SQUARE YARD & (ACRE) TOTALS		188,823 (39.00)

MATERIALS:

N/A

CONSTRUCTION: All equipment must be maintained in safe and proper working order. Failure to do so may result in the immediate suspension of work and forfeiture of payment(s) until safe and properly working equipment is utilized. While mowing, the use of bagging equipment is suggested. Perform a total of Seventy One (71) turf mowing cycles throughout the term of the Contract as per the following Mowing Schedule or as directed by the Project Engineer:

MOWING AND TRIMMING SCHEDULE *							
April	May	June	July	August	September	October	November
Weekly	Weekly	Once every 10 to 12 days	Bi- Weekly	Bi- Weekly	Once every 10 to 12 days	Bi- Weekly	One cycle
Note: * As directed by the SHA Project Engineer SHA, at the direction of the Project Engineer, has the right to reduce, eliminate or alter Site Locations, Mowing Schedule, Dates, Frequency of Mowing and Turf Height throughout the term of this Contract.							

Mowing cycles will start August, 2010 and continue through the first week of November, 2013. All equipment must be maintained in safe and proper working order. Failure to do so may result in the immediate suspension of work and forfeiture of payment(s) until safe and properly working equipment is utilized. While mowing, the use of bagging equipment is suggested.

Mowing: Complete turf mowing operations within SHA Right-of-Way (ROW) including median islands. Perform Mowing with either a rotary or a reel mower with a 60-inch or smaller cut. Mow and trim turf at a height of from 3.0" to 3.5" during the periods of April 1st through May 31st and September 1st through November 15th. Mow and trim turf at a height of 3.5" to 4.0" during the period of June 1st through July 31st. All safety equipment is to be maintained in proper working order. Pick up and remove from site all trash and debris in mowing areas prior to mowing. When mowing, clippings shall not be thrown into shrub beds, perennial beds, individual tree pits or roadway areas (including curb and gutter area). Ensure that no visible grass clippings, grass clumps or clipping build are left in turf, beds or individual tree pits after mowing is complete. The Contractor must, if necessary, remove from site and properly dispose of clippings, off SHA ROW on the same day mowing is performed at no additional cost.

Trimming: Complete string trimming concurrently with each mowing cycle. Perform trimming along turf, curb and bed edges, sign structures, guard rail, all permanent fixed structures and any area mowers cannot reach within the Right-of-Way.

NOTIFICATION / INSPECTION. Notify the Project Engineer, by phone, 24 hours prior to the start of each days work site(s). The Contractor will also be required to provide the Project Engineer a list of all locations that have been completed during the course of the week, at the end of each week in which the work was completed. The Contractor shall meet with the Project Engineer weekly to review the completed work as reported by the Contractor to verify the successful completion of the tasks at each location and to determine if any corrective action is required on the part of the Contractor to bring the completed locations into conformance with the specifications as determined by the Engineer. The Contractor is also responsible for submitting a completed Team Activity Card within 24 hours of the completion of each work day. Failure on the part of the Contractor to provide such notifications or to participate in the weekly inspections may result in delay of the respective pay percentage associated with any of the tasks scheduled to be competed during that month.

DAMAGES AND LIQUIDATED DAMAGES. **Damages** will be assessed for all plant material that is injured or destroyed during Mowing operations equal to the replacement cost of the plant material, as determined by the Engineer. **Liquidated Damages** may be assessed at a rate of \$75.00 per day for each working day beyond the scheduled completion date.

MEASUREMENT AND PAYMENT. This work shall not be measured, but shall be paid for at the lump sum price. The payment will be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work. A breakdown of the lump sum shall be submitted by the Contractor to the Engineer within 10 days after Notice to Proceed. The Contractor's breakdown shall list a price per square yard for the Maintenance of Turf operation specified in the Contract Document. The total of all the square yards times the number of operations shall equal the lump sum bid.

Each payment shall be One and four tenths percent (1.4%) of the Maintenance of Turf lump sum bid price for all mowings from August of 2010 through October of 2013 at the satisfactorily completion of all mowing operations at all locations less any liquidated damages. The final mowing operation during the first week of November 2013 will be paid at Two percent (2.0%) of the Maintenance of Turf lump sum bid price. The completion of all seventy one mowing operations will total 100% of the Maintenance of Turf Lump Sum Bid Price.

CATEGORY 700
LANDSCAPING

LANDSCAPE MAINTENANCE CREW

DESCRIPTION. Supply 75 days of 'Landscape Maintenance Crew' (LMC) when and as directed by the Engineer. The LMC item will ***not*** be used to accomplish operations that are a requirement of any other item in these Contract Documents. All work will be performed within SHA Right of Way in Prince George's, Montgomery and Anne Arundel Counties. The 'LMC' will perform the following landscape maintenance activities as directed by the Project Engineer and in accordance with Sections 701-716 of the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July 2008.

- Prune selected shrubs and trees.
- Mowing at select locations
- Remove selected dead plants.
- Remove stakes and wires from selected trees.
- Provide chemical weed control in selected plant beds and around selected trees.
- Remove selected volunteer woody vegetation.
- Edge planting beds and tree pits in selected areas.
- Renovate turf in selected areas.
- Mowing at select locations.
- Fertilize selected plant materials.
- Apply chemical weed control in selected areas.
- Prune selected plants.
- Other work as directed by the Engineer.

MATERIALS.

Water 920.09.01

Water shall be furnished by the Contractor. The Contractor shall obtain water permits where required.

Pesticides 920.09.03

Herbicides used shall include, but not limited to:

- | | |
|--------------|-----------------|
| • 2,4-D WSA | • Telar |
| • Garlon 3A | • Transline |
| • Krenite S | • Velpar |
| • Pathfinder | • Wetting Agent |
| • Roundup | |

CONSTRUCTION. Complete all “LMC” work at the direction of the Engineer. Begin work within 72 hours after notification. The “LMC” must consist of the following:

Labor:

- 1) Foreman: One (1) competent, physically qualified and English speaking working foreman with two years experience with landscape maintenance work and the application equipment for the application of pesticides.
- 2) Laborers: Three (3) competent and physically qualified laborers with one year of experience with landscape maintenance work and the application equipment for the application of pesticides.

TOOLS REQUIRED. Furnish the following tools and equipment, in good working order, necessary to complete. Tools and equipment required, but not limited to are:

HAND TOOLS

- Hand pruners, heavy duty loppers, pruning saws, pole pruners. Shovels, forks, rakes, brooms. Ladders.
- Wheeled broadcast spreaders. Wheelbarrows.
- 2 Backpack or other hand sprayers (minimum capacity 2.5 gallons). One for use with herbicides, one for use with pesticides other than herbicides.

POWER TOOLS

- Two chain saws (adequate size to accomplish the work).
- Two gas powered drill heads with augers adequate for bulb planting.
- One power edger (2.5 hp).
- Four power trimmers (nylon line - minimum 21 cc).
- Four commercial walk behind mowers (minimum 36 inch cut)
- One back pack blower.
- One wheeled blower (8 hp).
- One tailgate mounted leaf vacuum (8 hp) with truck bed cover or equivalent.
- Two commercial hand mowers (21 in. cut with grass bags)
- One commercial walk behind mower (minimum of 8 hp with 32 in. cut).

EQUIPMENT REQUIRED

- One dump truck, minimum 2 ton with adequate side boards capable of hauling 11 cubic yards with crew cab and adequately equipped to haul tools and power equipment.
- Additional vehicle and/or trailer may be supplied to provide equivalent.
- One Stump Grinder with minimum of 25 hp, capable of efficiently accomplishing the work.
- One wood chipper with minimum 35 hp, capable of efficiently chipping wood debris of up to 8 inches in diameter.
- One tractor, Skid Loader or Backhoe that is capable of efficiently accomplishing the work and the appropriate truck or truck/trailer combination to get this equipment to the job site.

INCIDENTALS. The Contractor is responsible for all fuel, oil, safety equipment, dump fees and incidentals necessary to complete the work.

NOTIFICATION. Notify the Project Engineer daily, by phone, of the intended location(s) of each days work site(s). Submit, via fax, a completed "Team Activity Card" 24 hours after the completion of each days work.

PESTICIDE USE. Perform all pesticide work under the supervision of a Maryland Pesticide Applicator certified in Category 6 – Right of Way and Weed. Apply pesticide in accordance with the State Highway Administration's Herbicide Application Standards and the pesticide manufacturer's instructions. Forward a "Herbicide Team Activity Card" to the Project Engineer 24 hours after the completion of each days work. The Contractor is responsible for replacing, at his/her expense, any plant material which is killed or disfigured through any act of negligence relating to the application or handling of herbicides.

TREE EXPERT LICENSE. When pruning is required, perform all work in conformance under the supervision of a Maryland Department of Natural Resources Licensed Tree Expert.

TRAVEL. Begin and end at the work site with no allowance for travel. Crews traveling between work sites on the same day will be considered part of the work day as determined by the Engineer.

MEASUREMENT AND PAYMENT. The item 'Landscape Maintenance Crew' will be paid for at the unit bid price per six hour crew day. The payment will be full compensation at the Contract unit price for labor, equipment, tools, dump fees and incidentals necessary to complete the six hour crew day. Other landscape supplies including fertilizer, pesticides, herbicides, plant material and other miscellaneous supplies needed to complete the assigned 'LMC' work will be supplied by the Contractor as directed by the Engineer. The Contractor may invoice the Office of Environmental Design, Landscape Operations Division for the cost of these materials. Compensation will be allowed for handling but not to exceed 15% of the Contractor's actual purchase price. The original purchase receipt must accompany any invoice submitted.

CATEGORY 700
LANDSCAPING

WATERING OF PLANTS

DESCRIPTION. Supply and apply water to selected plants at various locations as determined by the Engineer.

MATERIALS.

Water	920.09.01
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CONSTRUCTION. Apply water using a 1 inch inside diameter hose with breaker or watering probe. Supply water in a minimum 1000 gallons tank with 300 ft of hose and a power driven pump adequately powered to efficiently supply water to plants. Apply water at low pressure directly to each planting pit at rates sufficient to saturate the soil to a depth of 12 inches or as specified by the Engineer.

NOTIFICATION / INSPECTION. The Contractor shall be required to notify the Project Engineer daily, prior to the start of work by phone of the intended location(s) of each days work site(s) in order for the Project Engineer to verify water quantities. Failure to notify the Project Engineer may result in a forfeiture of payment for that day's activity. The Contractor shall also be required to provide the Project Engineer a completed 'Daily Construction Log' indicating water meter readings, quantities applied and site locations completed within 48 hours.

MEASUREMENT AND PAYMENT. The item Watering of Plants will be measured and paid for at Contract Unit Price per 1000 gallons (MG) of water applied to plants. Water will be measured by means of satisfactorily installed meters, or by measurement of tank capacities, or by acceptable documentation of tanks of predetermined capacity. The Contractor must furnish the Engineer's representative with measurements and capacities to provide a complete and accurate record of the quantity of water furnished and applied. The payment will be full compensation for all water, material, labor, equipment, tools, and incidentals necessary to complete the work. No compensation will be allowed for water wasted or excess watering as determined by the Engineer.

SECTION 875 UTILITIES 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 possible 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. In the event of a water or sewer main break, the Contractor shall immediately notify the Maryland Department of the Environment and the State's Project Engineer.

Prior to ordering any storm drain or water/sewer main materials, the Contractor shall locate and test pit any underground facilities that appear to be in conflict, in order to determine if conflicts exist. The Contractor shall also review the location of the existing and proposed (when possible) aerial utilities 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. Material ordered prior to obtaining test pit information will not be considered in any request from the Contractor for any equitable adjustments due to existing utility conflicts. Underground service connections are typically not shown on the plans, therefore, the Contractor must communicate with the utility companies to determine where services exist, if there are conflicts, and how they can be resolved. This needs to be done as a first order of business before ordering materials, no compensation will be considered for rework due to failure to follow this procedure.

At least 72 hours prior to the placement of any new traffic signal related equipment being installed near existing or proposed utility lines (foundations, poles, etc.) the Contractor shall contact the various utility companies, the Project Engineer, the District Utility Engineer, representatives from the Office of Traffic & Safety (both Traffic Operations Division & Traffic Engineering Design Division) and District 5 traffic section to arrange a field meeting to discuss the proposed construction.

SPECIAL PROVISIONS
SECTION 875 UTILITIES STATEMENT

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- (b) The Contractor shall locate all existing utilities 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 requiring relocation or adjustment shall be relocated or adjusted as per section D of the utility statement unless the responsible utility owner prefers to do their own work. In this event, the Contractor shall inform the respective utility companies at least fifteen 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. The Contractor shall be responsible, upon gaining approval, for coordinating utility relocations 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.

NOTE: IT IS ANTICIPATED THAT NO FACILITIES ARE TO BE RELOCATED AS PART OF THIS CONTRACT

- (d) The following known utility companies may have existing facilities and may have adjustments/installations within the limits of this Contract:

CHARLES COUNTY

Charles Cty. Planning &
Growth Management

Charles Beall
301-645-0618

Verizon

Dave Metcalfe

SPECIAL PROVISIONS
SECTION 875 UTILITIES STATEMENT

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301-932-2288

Southern Maryland Electric

Jim Bowling
301-274-4318
Chuck Stone (local)
301-645-3686 x 8686

Washington Gas Light Company

Paul Waksmunski
202-624.6452

Comcast

Kevin Kadjeski
301-843-9875

Director of Public Works
Town of La Plata

Daniel Mears
301-934-8421

Mayor
Town of Indian Head

Warren Bowie
301-743-5511

Town Manager
Town of Indian Head

Ronald Young
301-743-5511

Level 3 Communications

Bruce Konrad
703-762-0163

AT&T

Gary Wigfield
301-865-3877

ST. MARY'S COUNTY

St. Mary's Cty. Department
of Public Works

George Erichsen
301-863-8400

St. Mary's County
Metropolitan Commission

Chester Frederick
301-373-4733 x 209

Town of Leonardtown

Laschelle Miller
301-475-9791

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Verizon	Dave Metcalfe 301-932-2288
Southern Maryland Electric	Jim Bowling 301-274-4318
Washington Gas Light Company	Paul Waksmundsi 202-624.6452
Comcast	Joe Denton 410-535-3784 443-871-6541 (cell)
Metrocast Communications	Bernie Weeks 301-373-3204
Maryland Environmental Services	Ellen Frketic 410-974-7281
Naval Air Station	Mike Groeger 301-757-4736
AT&T	Gary Wigfield 301-865-3877

If it is necessary to have utility facilities braced and/or supported at any time during the course of this project, it will be the Contractor's responsibility to coordinate these activities with the utility owner. All costs associated with this work will be incidental to the respective pay items.

In the event that it is necessary for utilities to be relocated due to potential conflicts with this project, the Contractor is hereby notified that the relocations have been based on the best information available at the time the relocation design was completed. However, as it is impossible to determine how a Contractor will perform certain operations, or how much space will be needed to perform those operations, the relocations will be based upon the utility companies safety and clearance requirements. It may be necessary for the Contractor

SPECIAL PROVISIONS
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to utilize non-typical procedures in some cases and any associated costs will be incidental to the pertinent items.

Note: The Contractor shall make all adjustments to surface utility frame and covers, not limited to manholes, water valves, water meters, gas valves and gas meters. The cost of these adjustments shall be incidental to the price bid for hot mix asphalt 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(s) may be paid for under pertinent line item(s). All adjustments shall be done according to the pertinent utility owners specifications. The Contractor shall contact the pertinent utility owners at least 5 business days prior to adjustment of any facility in order to ensure that the locations of all facilities are known prior to paving. Contractor will request the Utility Owner to accept in writing all adjustments upon completion of work and arrange a field meeting between the Utility Owner, the Contractor and the SHA project staff.

If vertical adjustments are needed to manholes, valves or meters that are outside of existing pavement but will be within new paved areas, the Contractor shall be prepared to perform the necessary work and accept payment under either the miscellaneous brick masonry or concrete items.

- (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 1-inch thick.
 - 2) Steel plates are to cover access pit(s) with a 1-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 a 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 intermediate support system to prevent deflection.
 - 5) All steel plates must be recessed and pinned in place to prevent movement.
 - 6) In cases where two or more are placed together, they shall be welded together by placing at least three welds, 12 inches (centered on each plate) in length on each abutting plate. One weld is placed no more than one foot from each edge and one is placed in the center of the plates.

- (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.

Regarding stake out of Administration owned facilities, please refer to the following: a minimum 72-hour advance notice is required.

SHA fiber optic and communication cables, contact the Statewide Operations Center (SOC) 1-800-543-2515.

Intelligent Transportation System (ITS) devices, contact both the Communications Division 410-747-8590 and the ITS operations section 410-787-7662.

For State owned street lighting, contact the local Resident Maintenance Engineer.

To locate State owned traffic signal facilities, contact the Hanover Complex Signal shop, 410-787-7652.

- (g) If adjustments are required to facilities, it will be necessary that the existing facilities remain in service until the new construction is complete and placed in service. The Contractor will prepare a plan to keep the facilities in service and submit copies to the State's Project Engineer and the utility owner for review and approval at least 10 business days prior to the start of work. 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; installation of temporary utility service connections; 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.

MARYLAND DEPARTMENT
OF TRANSPORTATION

GENERAL CONDITIONS
FOR
MAINTENANCE SERVICE

T8000-0096

Revised: July 5, 2002

GENERAL CONDITIONS FOR MAINTENANCE CONTRACTS

**MARYLAND DEPARTMENT OF TRANSPORTATION
GENERAL CONDITIONS FOR MAINTENANCE CONTRACTS**

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MARYLAND DEPARTMENT OF TRANSPORTATION
GENERAL CONDITIONS FOR MAINTENANCE CONTRACTS

1. **Definitions**

A. Wherever in these General Provisions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:

B. **Organizational Structure**

The Maryland Department of Transportation is composed of the following Jurisdictions:

- (i) Maryland Aviation Administration
- (ii) Maryland Port Administration
- (iii) Maryland Transportation Authority
- (iv) Maryland Transit Administration
- (v) Motor Vehicle Administration
- (vi) State Highway Administration
- (vii) The Secretary's Office

C. **Definitions**

Agreement – Contract.

Award – The decision by a Jurisdiction to execute a purchase agreement or contract after all necessary approvals have been obtained.

Bid/Offer – A statement of price, terms of sale, and description of the supplies, services, or construction related services submitted to the State, in response to an Invitation for Bids or offers under procurement by competitive sealed bidding or comparable small procurement procedures.

Board – The Board of Public Works of the State of Maryland.

Business – Any corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.

Change Order – A written order signed by the responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Procurement Officer to order with or without the consent of the Contractor.

Code – The Annotated Code of Maryland.

COMAR – Code of Maryland Regulations.

Construction – The process of building, adding, altering, converting, relocating, renovating, replacing, repairing, improving, demolishing or restoring of real property in which the State has an interest.

Contract – Any agreement entered into by a Jurisdiction for the acquisition of supplies, services, construction, or any other item, including:

- (1) Awards and notices of award;
- (2) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
- (3) Contract providing for the issuance of job or task orders;
- (4) Leases;
- (5) Letter contracts;
- (6) Purchase orders;
- (7) Supplemental agreements with respect to any of these;
- (8) Orders; and
- (9) Grants.

Contract does not include:

- (1) Collective bargaining agreements with employee organizations; or
- (2) Medical, Medicare, Judicare, or similar reimbursement contracts for which eligibility and cost are set by law or regulation.

Contract Affidavit – An affidavit in compliance with, and in substantially the same form as set forth in COMAR 21.05.08.07 and any amendments thereto.

Contract Drawing – See “Plans”

Contract Modification – Any written alteration in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the Contract. It includes Change Orders, Extra Work Orders, Supplemental Agreements, Contract amendments, reinstatements, or options/renewals.

Contractor – Any person (see definition of Person) having a contract with a Jurisdiction. Contractor does not include any employees claiming such status pursuant to any collective bargaining agreement.

Day – Calendar day unless otherwise designated.

Department – The Maryland Department of Transportation (MDOT).

Engineer – Any person designated by the Jurisdiction or the Procurement Officer, acting directly or through the duly authorized representative, such representative acting within the scope of the assigned duties or authority.

Extension – As applied to contracts for the performance of maintenance work or services, means a change in the scope of services to be performed by the Contractor by including in the Contract a requirement for the performance of phases of services not previously included.

Extra Work Order – Change Order

Firm – Business

Inspector – The authorized representative of the procurement officer assigned to make detailed inspections of any or all portions of the work, or materials thereof.

Invitation for Bids – Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement including requests for quotations.

Jurisdiction – Any one of the above Administrations or Authorities within the Maryland Department of Transportation, as listed in Section 1.B.

Maintenance – Any work or services necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system, including built-in equipment or an in-ground system.

Minority Business Enterprise – 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 non-profit entity organized to promote the interests of the physically or mentally disabled and is “Certified” by the Department. Certified means that the Department, through established procedures, has determined that a legal entity is a minority business enterprise.

Minority Person – A member of a socially or economically disadvantaged minority group, including African Americans/Black (not of Hispanic origin), Hispanic American, Asian American, Native American, Alaska natives, Asians, Pacific Islanders, Women, and the Physically or Mentally Disabled.

Notice to Proceed – A written notice to the Contractor of the date on or before which the Contractor shall begin performing the work to be done under the contract.

Offeror – A person or entity that responds to a Proposal and desires to enter into a contract with the Department.

Payment Bond – Security as stated in COMAR 21.06.07.01B as a guarantee that Contractor will pay in full all bills and accounts for materials and labor used in the work, as provided by law.

Performance Bond – Security as stated in COMAR 21.06.07.01B, guaranteeing complete performance of the Contract.

Person – Any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club or other organization or legal entity.

Plans – The official drawings issued by the Jurisdiction as part of the contract documents, including those incorporated in the contract documents by referenced.

Price Proposal – A contractor written price derivation response, with required support documentation and affidavits, to a Department request for price from a Contractor technically selected for a specific Project. The Price Proposal shall be signed by the person(s) required to legally bind the Contractor to the proposal.

Procurement Officer – Any person authorized by a State agency in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

Proposal – The response by an Offeror to a solicitation of the Jurisdiction for a supply or service. The response may include, but is not limited to, an Offeror's price and terms for the proposed Contract, a description of technical expertise, work experience and other information as requested in the solicitation.

Public Improvement – The construction, maintenance and repair of any building, structure or other public work now or hereafter constructed or acquired by the State or any the Department.

Quotation – Bid/Offer

Request for Proposals – Any document, whether attached or incorporated by reference, used for soliciting proposals under procurement by competitive sealed proposals, noncompetitive negotiations, multi-step and comparable small procurement procedures.

Resident Business – A business enterprise that has a Maryland address, is registered to do business in the State of Maryland, employs Maryland residents, and regularly conducts business within the State. The term include subsidiaries, divisions and branches of a business enterprise headquartered outside of the State of Maryland.

Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.

Secretary – The Chief Executive Officer of the Maryland Department of Transportation.

Services – The rendering of a person's time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes, but is not limited to, professional, personal and/or contractual services provided by attorneys, architects, engineers, accountants, physicians, consultants, appraisers, land surveyors, and property management, where the service is associated with the provision of expertise and/or labor. "Services" does not include the work normally associated with the repair and/or maintenance of facilities, structures, or building systems defined as "maintenance."

Specification – A written description of functional characteristics, or the nature of an item to be procured. It may include a statement of any of the user's requirements and may provide for inspection, testing, or preparation of an item before procurement. Procedures to accomplish tasks may be included.

Solicitation – Invitation for bids, Request for Proposals, or any other method or instrument used to provide public notice and advertisement of a Jurisdiction's intent to procure supplies, services, and construction.

State – The State of Maryland acting through its authorized representative including any Jurisdiction as listed in Section 1.B.

State Agency – Any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundations, fund, department, institute, institution, public corporation, service, trust, university, or other unit of the Executive Branch of the State Government and including any subunit within any of the foregoing.

Subcontractor – Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the approval of the surety and the Jurisdiction.

Superintendent – The executive representative of the Contractor authorized to receive and execute instructions from the Procurement Officer, and/or Inspector who shall supervise and direct the work.

Supplemental Agreement – Any contract modification which is accomplished by the mutual action of the parties.

Supplemental Specification – Additions and revisions to the Standard Specifications. Generally include five (5) new or improved procedures, construction items or materials developed subsequent to the publication of Standard Specifications.

Work – The furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

D. Any reference to one gender shall be deemed to include the other gender, unless the Contract clearly requires otherwise.

2. Preparation of Bid/Proposal

Offeror shall submit its bid/proposal upon the forms furnished by the Jurisdiction, carefully following bid preparation instructions provided. A completed Bid/Proposal Affidavit is an essential part of the proposal submission. A completed Contract Affidavit will be required of the successful Offeror before issuance of notice to proceed.

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any written justification of why such materials, upon request, should not be disclosed by the State under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

3. Site Investigation

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

4. Bid, Performance and Payment Bonds

A. Bid Bonds

If required for a procurement in excess of \$100,000, a proposal shall not be considered unless accompanied by a guaranty in an amount not less than 5% of the amount bid, and made payable to the State of Maryland.

B. Performance Bonds

A performance bond may be required for maintenance contracts in excess of \$100,000 in the amount equal to at least 100 percent of the Contract price. If required by the Special Provisions of the Contract, the performance bond shall be delivered by the Contractor to the State no later than the time the Contract is executed. If a Contractor fails to deliver the required performance bond, that Contractor's bid shall be rejected, its bid security shall be enforced, and the award of the Contract shall be made to the next lowest responsible and responsive offeror.

C. Payment Bonds

A payment bond may be required for a maintenance contract in excess of \$100,000 in the amount equal to at least 100 percent of the Contract price. If required by the Special Provisions of the Contract, the payment bond shall be delivered by the Contractor to the State no later than the time the Contract is executed. If a Contractor fails to deliver the required payment bond, the Contractor's bid shall be rejected, its bid security shall be enforced, and award of the Contract shall be made to the next lowest responsible and responsive offeror.

D. Acceptable Security

Acceptable security for bid, performance and payment bonds shall be as set forth in COMAR 21.06.07.01B.

5. Contingent Fee Prohibition

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

- B. For breach or violation of this warranty, the Jurisdiction shall have the right to terminate this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. Cost and Price Certification

- A. The Contractor, by submitting cost or price information, certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - (1) A negotiated Contract, if the total Contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
 - (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.
- B. The price, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

7. Contract Administration

This Contract may be administered on behalf of the Department or Jurisdiction as the case may be, by the Procurement Officer.

8. Authority of the Procurement Officer

- A. The Procurement Officer shall decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all plans and/or specifications; and all questions as to the acceptable fulfillment of the terms of the Contract on the part of the Contractor.
- B. The Procurement Officer shall determine the amount of work performed to be paid for under the Contract.
- C. The Procurement Officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.
- D. The Procurement Officer may authorize progress payments for work satisfactorily completed, subject to such retainage that the Procurement Officer deems appropriate.

9. Corporate Registration and Tax Payment Certification

Corporations are required to execute a Certification of Corporation Registration and Tax Payment.

10. Compliance With Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

11. Initiation of Work

The Contractor shall not commence performance of the Work or Services until it receives a formal written Notice to Proceed from the Jurisdiction.

12. Notice to Proceed and Completion of the Work

After the Contract has been executed, the Jurisdiction will, within the time limit specified elsewhere in the Contract documents, issue to the Contractor a Notice to Proceed stipulating the date on or before which the Contractor shall begin Work. The specified Contract time shall begin on the first day that the Contract Work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts or on the day stipulated in the Notice to Proceed, whichever is earlier. Any preliminary work started, or materials ordered, before receipt of the Notice to Proceed, shall be at the Contractor's sole risk.

The Contractor shall begin Work promptly within the time specified by the Procurement Officer and shall notify the Procurement Officer at least forty-eight (48) hours before starting Work. The Contractor shall submit a progress schedule, in writing, to the Procurement Officer within ten (10) days from the date of the Notice to Proceed. This schedule shall be updated and revised to reflect all changes affecting the job progress.

After the work has once been started, it shall be conducted continuously on all acceptable working days without stoppage until the entire Contract is complete. Should the progress of the Work for any reason be discontinued, the Contractor shall notify the Procurement Officer of his intention to stop and shall also notify the Procurement Officer at least twenty-four (24) hours in advance of resuming operations. Said notification shall be confirmed in writing, by the Contractor.

13. Conformity with Contract Requirements

- A. (1) All Work performed and all materials furnished shall be in conformity with the Contract requirements. In the event the Procurement Officer finds the materials or the finished product in which the materials are used or the Work performed do not conform to the Contract requirements and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- (2) In the event the Procurement Officer finds the materials or the finished product in which the materials are used are not in conformity with the Contract requirements but that acceptable work has been produced, the Procurement Officer shall then make a determination if the work shall be accepted. In this event, the Procurement Officer will document the basis of acceptance by a change order which may provide for an equitable adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.
- B. (1) When any article is specified in the Contract by proprietary name, trade name, and/or name of manufacturer with or without the addition of such expressions as "or equal" or "or approved equal," it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Procurement Officer as to the quality thereof; and it is distinctly understood: (a) that the Procurement Officer is to exercise independent judgement in determining, from time to time, whether or not any article proposed to be substituted is the equal of any article so specified; (b) that the decision of the Procurement Officer on all such questions of equality shall be final; and (c) that, in the event of any adverse decision by the Procurement Officer, no claim of any sort shall be made or allowed against the Procurement Officer, or the Jurisdiction, because of such decision.
- (2) The offeror of an article by the Contractor for an article specified will raise the presumption that any such substitution it is for the purpose of saving money. If, in such a case, the article is approved, the Jurisdiction shall be given credit in the amount of the difference between the net cost to the Contractor of the article submitted and the price at which he could have obtained the lowest priced article specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer of substitution is made, and no article shall be considered without such figures.

- (3) The word “article,” wherever used in this Paragraph 13, subsection entitled “Equal or Approved Equal,” shall be taken to mean any article, material or thing.

14. Inspection of Work

All materials and each part or detail of the Work shall be subject at all times to inspection by the Procurement Officer, or other appropriate persons from the Jurisdiction, and the Contractor shall be held strictly to the Contract including allowable tolerances, quality of materials and workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection. Any material furnished under the Contract is subject to such inspection. The Procurement Officer, or other appropriate person from the Jurisdiction, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Procurement Officer so requests, the Contractor, at any time before the Jurisdiction’s acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After inspection, the Contractor shall restore said portions of the Work to the standards required by the Contract. Should the Work thus expose or inspected prove acceptable, adjustments in the Contract time and price will be made by Change Order for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the Work so exposed or examined prove unacceptable, the uncovering, removing and/or replacing, shall be at the Contractor’s sole expense.

When the United States Government or any railroad, corporation or other agency is to pay a portion of the cost of the Work covered by this Contract, a representative of any such entity shall have the right to inspect the Work.

15. Removal of Defective Work

All Work and materials which do not conform to the requirements of the Contract shall be considered unacceptable, unless otherwise determined acceptable under the provisions in Section 13 herein.

Any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist, shall be removed and replaced by Work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner authorized by the Procurement Officer. Upon any failure by the Contractor to comply promptly with any order of the Procurement Officer made under the provisions of this Paragraph 15, the Procurement Officer shall have the authority to cause defective Work to be remedied or removed and replaced and unauthorized Work to be removed, and to deduct the costs attributable to such corrective notions from any monies due or to become due to Contractor under this Contract.

16. Discrepancies in Contract Documents

In the event the Contractor discovers any discrepancies in the Contract documents, the Contractor shall immediately notify the Procurement Officer. The Procurement Officer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract. In the event of a conflict between these General Conditions and any other provisions of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

17. Cooperation by Contractor

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Procurement Officer and the Jurisdiction's inspector in every way possible.

The Contractor shall assign to the Contract, as his agent, a competent superintendent capable of communicating in English, capable of reading and thoroughly understanding the Contract documents, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Procurement Officer or an authorized Jurisdiction representative. The superintendent shall have full authority to execute the orders or directions of the Procurement Officer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent(s) shall be furnished irrespective of the amount of Work sublet.

18. Cooperation with Utilities

The Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions. No additional compensation shall be allowed for normal delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them.

The Contractor shall have sole responsibility for notifying all affected utility companies prior to the necessity of performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the sole responsibility of the Contractor.

In the event of interruption to utility service as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of service. No Work shall be undertaken around fire hydrants until provisions for continued services have been approved by the local fire authority.

19. Cooperation Between Contractors

- A. Separate Contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include but is not limited to, (1) arrangement and conduct of Work, and (2) storage and disposal of materials, etc., by each in such a manner as to not unnecessarily interfere with or hinder the progress of the work being performed by other Contractors. Contiguous Work shall be joined in an acceptable manner.
- B. The Jurisdiction shall have the right, at any time, to contract for and perform other work on, near, over or under the Work covered by this Contract. In addition, other work may be performed under the direction of another Jurisdiction. The Contractor shall cooperate fully with such other contractors and carefully fit its own Work to such other work as may be directed by the Procurement Officer
- C. In the event of disputes as to cooperation, the Procurement Officer shall act as referee and decisions made by the Procurement Officer will be binding. The Contractor shall make no claims against the Jurisdiction for any inconvenience, delay or loss experienced by the Contractor because of the presence and/or operations of other contractors.

20. Jurisdiction Furnished Material

The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by the Jurisdiction. Materials furnished by the Jurisdiction will be delivered or made available to the Contractor at the point or points specified in the Special Provisions. All costs of handling and placing all materials, after delivery to the Contractor, are included in the Contract price for the item in connection with which they are used.

The Contractor is responsible for all delivered material. Deductions shall be made from any monies due him to make good any shortages and deficiencies, and for any damage which may occur after such delivery from any cause whatsoever, and for any demurrage charges.

In cases where materials are supplied by the Jurisdiction and incorporated in the Contract Work by the Contractor, materials inspection and acceptance will not be a prerequisite for acceptance of the final product as the product pertains to these items.

21. Indemnification and Insurance

A. Responsibility for Claims and Liability

The Contractor(s) shall protect, defend, indemnify, save harmless, release and discharge the Department and the Jurisdiction, their Officers, agents, and employees from and against all claims, suits, judgements, expenses, actions, damages and costs

of every name and description arising out of or resulting from errors, omissions, negligent acts, negligent performance or nonperformance of any rights or obligations of the Contractor or those of his subcontractors, agents or employees under this Contract, or arising from or based on the violation of applicable federal, State or local law, ordinance, regulations, order or decree, whether by himself or his employees or subcontractors.

Further, the Contractor shall pay any claims for personal injury, bodily injury or property damage which the Contractor is legally obligated to pay and shall indemnify the Department and the Jurisdiction, their officers, agents and employees from any third party claim seeking such damages. The provisions of this Paragraph shall survive termination or expiration of this Contract with respect to any liability arising prior to such termination or expiration.

B. Insurance Requirements

The Contractor shall carry and maintain in full force and effect for the duration of this Contract, and any supplement or extension thereto, the insurance coverage sufficient to protect the Department, the Jurisdiction, and the State, and their officers, agents, employees, invitees, successors and assigns, from claims which may arise out of or as a result of the Contractor's activities under this Contract. The Contractor shall obtain and maintain at least the minimum levels of insurance specified, and any other coverage specified by the Department or Jurisdiction, in the amounts specified elsewhere in the Contract documents. The Contractor shall submit to the Department or Jurisdiction a certificate of insurance indicating the existence of coverage required by this provision. Policies shall be issued by an insurance company authorized to do business in the State of Maryland and approved by the Department or Jurisdiction.

(1) Comprehensive General Liability Insurance

Occurrence form of comprehensive General Liability Insurance with Comprehensive Board Form endorsement including, but not limited to, coverage for damage to persons or property arising out of or relating to the performance of work under this Contract by the Contractor, its subcontractors, employees and agents.

(2) Professional Liability Insurance

Professional Liability Insurance Policy which covers the Indemnification Clause of this Contract (Paragraph 21.A above) as it relates to errors, omissions, negligent acts or negligent performance in the Work performed under this Contract by the Contractor, its subcontractors, employees and agents.

(3) Worker's Compensation Insurance

Worker's compensation as required by the laws of the State of Maryland, including Employer's Liability Coverage and coverage for the benefits set forth under the U.S. Longshoremen and Harbor Workers Compensation Act, the Jones Act, and other federal laws where applicable.

(4) Comprehensive Automobile Liability Insurance

Comprehensive Business Automobile Liability covering use of any motor vehicle to be used in conjunction with this Contract, including hire automobiles and non-owned automobiles. Loading and unloading of any motor vehicle shall be covered by endorsement to the automobile liability policy or policies.

Prior to the start of Work on any contract, the Contractor shall submit to the Procurement Officer Certificate(s) of Insurance demonstrating that the Contractor carries insurance against the risks and in the amounts specified elsewhere in the Contract. If at any time during the term of the Contract any of the above required insurance policies are canceled, terminated or modified so that the insurance is not in full force and effect as required herein, the Department or Jurisdiction may terminate this Contract for default, or, at its sole option, the Department or Jurisdiction may obtain insurance coverage equal to that required herein, the full cost of which shall be charged and paid for by the Contractor.

22. Responsibility for Damage Claim

- A. The Contractor shall protect, defend, indemnify, save harmless, release and discharge the State and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said Contractor, or as a result of faulty, inadequate or improper temporary drainage during construction, or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workers' Compensation Laws, or any other law, bylaw, ordinance, order or decree or any claims, suits, judgements, expenses, actions, damages and costs arising from or based on the violation of any federal, State or local law, ordinance, regulation, order or decree, whether by himself or its employees or subcontractors. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect or misconduct, in the manner or method of executing said work satisfactorily or due to the non-execution of said Work or at any time due to defective work or materials and said responsibility shall continue until the improvement shall have been completed and accepted.

- B. The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic and/or general use permitted during the time the project or any section thereof is open to traffic except from accidents which are attributable to the Contractor's negligence.

23. Assignment

The Contractor shall not assign this Contract in whole or in part, or any monies due or to become due under this Contract without the prior written consent of the Jurisdiction. Any attempted assignment without such consent is void ab initio. In the event that the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

24. General Guaranty

Neither the final acceptance of the Work nor payment thereof nor any provision in the Contract documents nor partial or entire use of the Work by the Jurisdiction shall constitute an acceptance of work which is not performed in accordance with the Contract documents or relieve the Contractor of liability for any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting from defects in the Work which shall appear within a period of one (1) year from the date of final acceptance of Work, unless a longer period is specified. The Jurisdiction shall give notice of observed defects with reasonable promptness.

25. Final Acceptance and Payment

Upon completion of all the Work under this Contract, the Procurement Officer shall make a final inspection of the entire Work and direct the Contractor to take any corrective action to properly complete the Work. Once the Procurement Officer is satisfied that the Work is properly completed, the Procurement Officer shall certify to the Jurisdiction, in writing, the final acceptance of the entire project. The Jurisdiction, upon receipt and approval of said certificate, shall pay, or cause to be paid, to the Contractor, the whole amount of money then due the Contractor under the terms of the Contract.

26. Personal Liability of Public Officials

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Jurisdiction, Procurement Officer or other authorized representatives, either personally or as officials of the State. It is understood that in all such matters they act solely as authorized agents and representatives of the State.

27. Approval Authority

This Contract is subject to any Change Order, Contract Modification, or amendment thereto, and is subject to the approval requirements established by the Secretary of the Department of Transportation and the Board of Public Works of Maryland. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of Maryland.

28. Remedies and Termination

A. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omission relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties shall be governed by the provisions of COMAR, Title 21.07.01.11B.

B. Termination for Convenience of the State

The performance of Work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, wherever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A.

29. Delays and Extension of Time

The Contractor agrees to prosecute the Work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the Work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign

or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

30. Differing Site Conditions

- A. The Contractor shall, within ten (10) days of discovering any of the following conditions, and before such conditions are disturbed, notify the Procurement Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; (2) unknown physical conditions at the site of an unusual nature, differing materially from those indicated in this Contract; or (3) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. Upon receipt of such written notice, the Procurement Officer shall promptly investigate the conditions, and if he finds such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- B. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in A. above; provided, however, the time prescribed therefore may be extended by the State.
- C. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

31. Changes

- A. The Procurement Officer unilaterally may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner or performance of the Work;
 - 3. In the State-furnished facilities, equipment, materials, services, or site; or
 - 4. In any acceleration in the performance of the Work.
- B. Any other written order or an oral order including a direction, instruction, interpretation or determination from the Procurement Officer that causes any such change, shall be treated as a Change Order under this clause, provided that the Contractor gives the Procurement Officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

- C. Except as herein provided, no order, statement, or conduct of the Procurement Officer shall be treated as a Change Order under this clause or entitle the Contractor to an equitable adjustment hereunder.
- D. Subject to subparagraph **F.** herein, if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly: provided, however, that except for claims based on defective Specifications, no claim for any change under **B.** above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increase cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.
- E. If the Contractor intends to assert a claim for an equitable adjustment under this clause, the Contractor shall, within thirty (30) days after receipt of a written Change Order under **A.** above or the furnishing of written notice under **B.** above, submit to the Procurement Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under **B.** above.
- F. Each Contract modification or Change Order that affects Contract price shall be subject to the prior written approval of the Procurement Officer and other appropriate authorities and to prior certification of the modification or Change Order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the Contract Modification or Change Order will cause an increase in cost that will exceed budgeted and available funds, the modification or Change Order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.
- G. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

32. Negotiated Payment Provision

If the Contractor is entitled to an equitable adjustment, the Contractor shall be allowed to add the following maximum percentage for overhead and profit to its costs for labor, materials and equipment:

- A. 20% may be added by the Contractor for overhead and profit for work performed by his its forces.

- B. 15% may be added only by the first-tier subcontractor for overhead and profit for work performed by the first-tier subcontractor; the Contractor may add an additional 5% of the first-tier subcontractor's costs for labor, material and equipment.
- C. The provisions of Paragraph 32, **A.** and **B.**, apply only to price adjustments negotiated prior to completion of the added or changed Work and do not apply to work performed on a force account basis as provided for in Paragraph 34.

33. Suspension of Work

- A. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the Jurisdiction.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Procurement Officer in the administration of this Contract or by his/her failure to act within the time specified in this Contractor (or if no time is specified, within a reasonable time) an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which any equitable adjustment is provided for or excluded under any other provision of this Contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but no later than the date of final payment under the Contract.

34. Force Account Work

When the Contractor is required to perform Work as a result of additions or changes to the Contract for which there are no applicable unit prices in the contract, the Jurisdiction and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the Jurisdiction may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

A. Labor

For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.

B. Materials

For materials accepted by the Procurement Officer and used, the Contractor shall receive the actual cost of such materials delivered to the work site, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth).

C. Equipment

For any machinery or special equipment (other than small tools, whether rented or owned), the use of which has been authorized by the Procurement Officer, the Contractor shall receive the rates agreed upon in writing before such work is begun, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$500 or less will be considered small tools.

D. Materials and Supplies Not Incorporated in the Work

For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Procurement Officer, the Contractor shall receive the actual cost of such materials and supplies used. The Contractor shall receive a reasonable allowance for materials used but not expended in the performance of the Work.

E. Subcontractors

The Contractor shall receive the actual cost of Work performed by a subcontractor. Subcontractor's cost is to be determined as in **A.**, **B.**, **C.** and **D.** above, plus the fixed fee for overhead and profit allowance computed as in **G.**

F. Superintendence

No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

G. Contractor's Fixed Fee

The Procurement Officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this Paragraph 34 by the Contractor and any subcontractor(s), as compensation for overhead and profit for the Work performed. Failure of the Contractor and the Procurement Officer to negotiate a fixed fee consistent with applicable cost principles in COMAR 21.09.01, shall be treated as a dispute pursuant to Paragraph 52 herein and in the event of such dispute, the Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65%, of **A.** which shall include, but not be limited to, the following:

1. Compensation for all costs paid to, or on behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed in the Work.
2. Bond premiums, property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work

The Contractor's fixed fee may also include an amount not to exceed 20% of **B.** and 5% of **D.** and **E.** as defined above.

H. Compensation

The compensation as set forth above shall be received by the Contractor as payment in full for Change Order work done on a force account basis. At the end of each day, the Contractor's representative and the Procurement Officer shall compare records of the cost of work ordered on a force account basis.

I. Statements

No payment shall be made for work performed on a force account basis until the Contractor furnishes the Procurement Officer duplicate itemized statements of the cost of such force account work detailed as to the following:

1. Name, classification, date, daily hours, total hours, rate, and an extension for each laborer or foreman.
2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
3. Quantities of materials, prices and extensions.
4. Transportation of materials
5. Payments of items under **I.1.** shall be accomplished by copies of certified payrolls. Under **I.2.**, original receipted invoices for rentals must be provided if requested by the Procurement Officer. **I.3.** and **4.** shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work were not specifically purchased for such work but were taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an

affidavit of the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment shall be submitted in the order outlined above.

35. Variations in Estimated Quantities

Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay item varies more than 25% above or below the estimated quantity stated in this Contract, an equitable adjustment in the Contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs solely to the variation above 125% or below 75% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Procurement Officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the Procurement Officer before the date of final settlement of the Contract, ascertain the facts and make the adjustment for extending the completion date as in his judgement of the findings justified.

36. Sanctions Upon Improper Acts

In the event the Contractor, or any of its officers, partners, principals or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Contract, the Contract may, in the discretion of the Department, be terminated for default under Paragraph 28A herein. The following sections of the Annotated Code of Maryland and COMAR are incorporated herein by reference:

Section 16-203 of State Finance and Procurement Article of the Annotated Code of Maryland, and COMAR 21.08, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe.

Section 11-205 of State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.08.03 relating to collusion for purposes of defrauding the State

Subtitle 08 of Title 21 of COMAR, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions".

37. Non-Hiring of Employees

Non employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

38. Conflict of Interest Law

It is unlawful for any State officer, employee, or agent to participate personally in an official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest or to which any firm, corporation, association or other organization in which he has a financial interest or in which he/she is serving as an officer, director, trustee, partner, or employee is a party, or to which any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee or agent has previously complied with the provisions of Article 40A, Subsection 3-101 et seq. of Annotated Code of Maryland.

39. Registration

Pursuant to Subsection 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland 21201, before doing any inter-state or foreign business in this State. Before doing any intra-state business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

40. Taxes – Responsibility for Payment, Exemption, Forms to be Filed, etc.

The Contractor is responsible for, and by submitting a bid, agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the work. The Contractor is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay same.

The jurisdiction hereby reserves the right to withhold final payment under this Contract until the Contractor and any subcontractor performing any duties under this Contract have furnished or caused to be furnished to the Comptroller of the State of Maryland all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Contractor have been paid and the Contractor exhibits a release or receipt from the Comptroller evidencing such payment.

41. Tax Exemption

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in the performance of a Contract, the Contractor shall pay the Maryland sales tax applicable to such material and the State's exemption does not apply.

42. Specifications

All materials, equipment, supplies of services shall conform to federal and State laws and regulations and to the Specifications contained in the solicitation.

43. Delivery

Delivery shall be made in accordance with the Contract Specifications. The State reserves the right to test any materials, equipment, supplies or services delivered to determine if the Specifications have been met. Any material that is defective or fails to meet the terms of the Specifications shall be rejected. Rejected materials shall be promptly replaced by the Contractor or, in the Jurisdiction's sole discretion, by the Jurisdiction at the Contractor's sole cost. In the event the Contractor does not replace rejected materials, the State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid by the Jurisdiction for the replacement plus applicable expenses, if any.

44. Patent, Trade Mark and Copyright Infringements

Contractor shall indemnify, protect, defend and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgement for patent, trademark and copyright infringements, arising out of purchase or use of materials, supplies, equipment or services covered by this Contract. This clause shall control over any other clause herein which may conflict with it.

45. Occupational Safety and Health Act (OSHA)

All materials, supplies, equipment or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

46. Minority Business Enterprise and Affirmative Action

A. This Contract is subject to Executive Order 01.01.1970.15, December 9, 1970; amended by Order 01.01.1976.05, July 9, 1996 (Code of Fair Practices), and COMAR 21.11.04 Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process – DOT. This Contract is also subject to the applicable provisions of Title 14, Subtitle 3 of State Finance and Procurement Article of the Annotated Code of Maryland; COMAR 21.11.03 Minority Business Enterprise Policies; and COMAR Title 11.01.10 which incorporates by reference the current revision of the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be requested from the Department of Transportation Fair Practices Officer, P.O. Box 8755, BWI Airport, Maryland 21240. This Contract is also subject to all applicable federal and State laws and regulations pertaining to Minority Business Enterprise and Affirmative Action.

- B. To the extent any of the above laws or regulations are applicable to this Contract, they are specifically incorporated herein.

47. Small Business Procurement

If this solicitation indicates that this procurement has been designated for a small business preference, the provisions of COMAR Title 21.11.01.02 pertaining to small business preferences shall apply and are incorporated herein by reference.

48. Non-Discrimination in Employment

A. Compliance with State Law and Regulations

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or the physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Federal Law

Contractors providing materials, equipment, supplies, or services to the State under this Contract herewith assure the State that they are conforming to the provision of the Civil Rights Act of 1964, and Section 202 of Execution Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

The Contractor shall comply with all applicable federal laws pertaining to non-discrimination in employment.

C. Sanctions for Non-Compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this Contract, the Department shall impose such sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payment to the Contractor under the Contract until the Contractor complies, and/or
- (2) Cancellation, termination or suspension of the Contract in whole or in part.

49. Multi-Year Contracts Contingent Upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

50. "Buy America Steel" Act

The provisions of COMAR 21.11.02 pertaining to implementation of the "Buy American Steel" Act (State Finance and Procurement Article, Title 17, subtitle 3 of the Annotated Code of Maryland) are incorporated in this Contract by reference.

51. Prevailing Wage Contracts for Public Work

The provisions of State Finance and Procurement Article, Title 17, Subtitle 2 of the Annotated Code of Maryland and COMAR 21.11.11 are incorporated in maintenance contracts of \$500,000 or more, by reference.

52. Disputes

This Contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2 (Dispute Resolution) of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) day of the filing of a notice of claim, but no later than the date of final payment under this Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

53. Liquidated Damages

Time is an essential element of the Contract and it is important that the Work be vigorously prosecuted until completion. For each day that any Work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for

liquidated damages in the amount(s) provided for in the solicitation; provided however, that due account shall be taken of any adjustment of specified completion time(s) for completion of Work as granted by approved change orders such liquidated damages are not intended as a penalty but rather as compensation determined in advance for Contractor's failure to fully perform under this Contract.

54. Contractor's Invoices

Contractor agrees to include its federal Tax Identification or Social Security Number on the face of all invoices billed to the State.

55. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

56. Political Contribution Disclosure

The Contractor shall comply Article 33, §§14-101 - 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 1.

57. Incorporation by Reference

All terms and conditions set forth in the solicitation, any amendments thereto and Contractor's Bid/Proposal, are made a part of this Contract.

58. Maryland Law Prevails

The parties hereby agree that:

- A. The Contract was made and entered into in Maryland, and under the laws of Maryland.
- B. The Law of Maryland shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

59. Bid Award – Resident Business

- A. When awarding a contract by competitive bidding, the Department or Jurisdiction may give a preference to the lowest responsive and responsible bid/offeror from a Maryland firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident business preference.
- B. The preference given under this Paragraph shall be identical to the preference given to its residents by the state in which the non-resident firm is located.
- C. This provision shall not apply if it conflicts with any federal grant or regulation affecting this Contract.

60. Payment of State Obligations

- A. Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. A proper invoice shall include a description of the items of services provided; the date the goods were received or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- C. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest with thirty (30) calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one (1) year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article, Title 15, Subtitle 2 of the Annotated Code of Maryland.

- D. For the purpose of this Contract, an amount shall not be deemed due and payable if any of the following apply:
- (1) The amount invoiced is inconsistent with the Contract.
 - (2) The proper invoice has not been received by the party or office specified in the Contract.
 - (3) The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.
 - (4) The item or services have not been accepted.
 - (5) The quantity of items delivered is less than the quantity ordered.
 - (6) The items or services do not meet the quality requirements of the Contract.
 - (7) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the Contract.
 - (8) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
 - (9) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

61. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

62. Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or authorized designee, at all reasonable times.

63. General Conditions Controlling

In event of a conflict between these General Conditions and any other provision of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

64. Dissemination of Information

During the term of this Contract, the Contractor shall not release any information related to the services or performances of the services under this Contract nor publish any final reports or documents.

65. Insolvency

In the event Contractor files a voluntary petition in the Bankruptcy Courts of the United States, Contractor shall notify the Department of Jurisdiction in writing of its intent to file. This notice must be received by not less than ten (10) days prior to such filing. Failure to provide such notice shall be a material breach of the Contract, and in this event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force or effect as of the ninth (9th) day prior to such filing. In the event Contractor becomes the subject of any involuntary petition filed in the Bankruptcy Courts of the United States, Contractor shall notify the Department or Jurisdiction of such filing no later than ten (10) days after the petition was filed. Failure to provide such notice shall be a material breach of the Contract, and in that event, this Contract shall, as a result of such breach, terminate automatically and cease to be any further force and effect as of the eleventh (11th) day after such filing.

LANE CLOSURE PERMIT / SCHEDULE SUMMARY

CONTRACT NO AX9556114SBR

Maryland State Highway Administration

LANE CLOSURE PERMIT / SCHEDULE SUMMARY

_____ Lane Closure Permit No. _____ Lane Closure Schedule
 _____ Normal Hours Closure _____ Detour _____ Special Request (i.e. Ramps)

Date: _____ District _____ Permit No. _____
Route # (Name) and Exit #: _____

Project / Work Zone Limits (Not by Stations): _____ TO _____

Type of Work: _____

Permittee's Name and

Address: _____/_____

SHA Contact Person: _____

Phone No.: _____ / _____ / _____ / _____
(Work) (Pager) (Call #) (Fax #)

Permittee Contact Person: _____

Company_____

Phone No.: _____ / _____ / _____ / _____
(Work) (Car/Beeper) (Call #) (Fax #)

LANE CLOSURE DESCRIPTION

Requested Date (s): _____ Day (s) of the Week: _____

Requested Time Period:

Travel Direction of Closure:	N	S	E	W	InnerLoop	OuterLoop
			(Circle One)			

Closed Lanes: _____

Lt Sh.	#1	#2	#3	#4	#5	Rt Sh	Other
--------	----	----	----	----	----	-------	-------

ADC Map Book Page: _____ Coordinates: _____

SHA Traffic Control Standard No.:

*Request for lane closure must be made **48 WORKING HOURS** prior to actual closure

(Weekend and Monday requests must be in by Thursday).

*Permittee must coordinate with the Project Engineer, if working within Construction Work Zone Li mits in order to receive permission to work in that area.

***Permittee must contact SHA Utility Office and the State Operations Center (SOC)**

30 minutes prior to closing any SHA Roadway or shoulder at the numbers below.

****SOC must be contacted each day the permit is in effect.**

*Permittee is responsible for implementation of all traffic control devices, which must be in compliance with noted traffic control standard and the **MUTCD**.

*This permit is subject to revocation at the direction of the SHA.

*Permittee must have a copy of the approved permit at the work site.

Please fax completed form to: District 5-Utility Office – 410-841-5103 – Any questions call: 410-841-1005

****State Operations Center (SOC) 1-800-543-2515**

Utility Approval _____ Date _____ District Approval _____ Date _____

Coordinate With:

Changed:

Phone Number: _____

Denied: _____

CONTRACT NO. AX9556114SBR



Remarks:

DETAIL SHEETS

HERBICIDE TEAM ACTIVITY CARD

CONTRACT NO. AX9556114SBR



Maryland Department of Transportation

State Highway Administration

Highway Maintenance Division

HERBICIDE TEAM ACTIVITY CARD

Index #		Shop	
PCA #		Date	
AC1 #		Team Leader	

Work Order #s								
Comments:								

Agency Code 1	Description of Use
3301	Control of Thistles
3302	Control of Johnsongrass
3303	Control of Phragmites

Location, Accomplishments and Application Time

Route				Milepoint					Accomplishments		Application Time	
	Number	Direction/ Ramp	Lane/ Offset	Begin (From)	End (To)	WZTC #	Hours On Site		Acres	Gallons	Start	Finish
1												
2												
3												
4												

Wind and Acres

Wind			Roadside			Median		
	Direct	Speed	Swath	Miles	Acres	Swath	Miles	Acres
1								
2								
3								
4								
Totals								

Materials

			Quantity	
Code	Description	EPA Reg. #	Charged Out	Used

Labor

Team Member	Code	CD	RT	OT
Total Staff Hours (RT + OT)				

Equipment/Tools

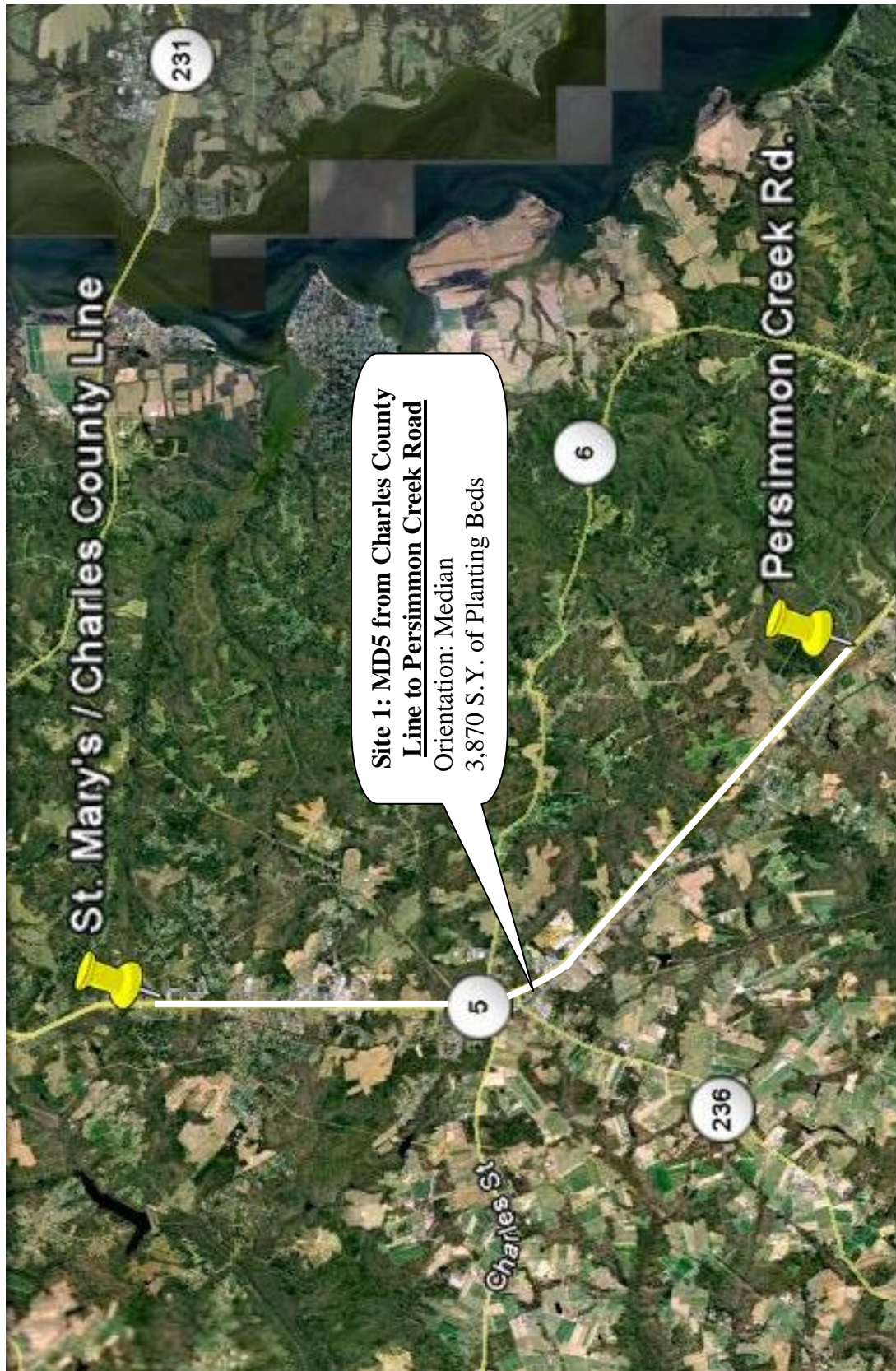
Tag #	Description	Hours Used	Hours On-Site	Ending Odometer

Weather			
Temp		Sunny	
Humidity		Overcast	
		Rain	

Application Equipment	
Guardrail Boom	
Shoulder Boom	
OC Nozzle	
Handgun	
Solid Stream Nozzle	

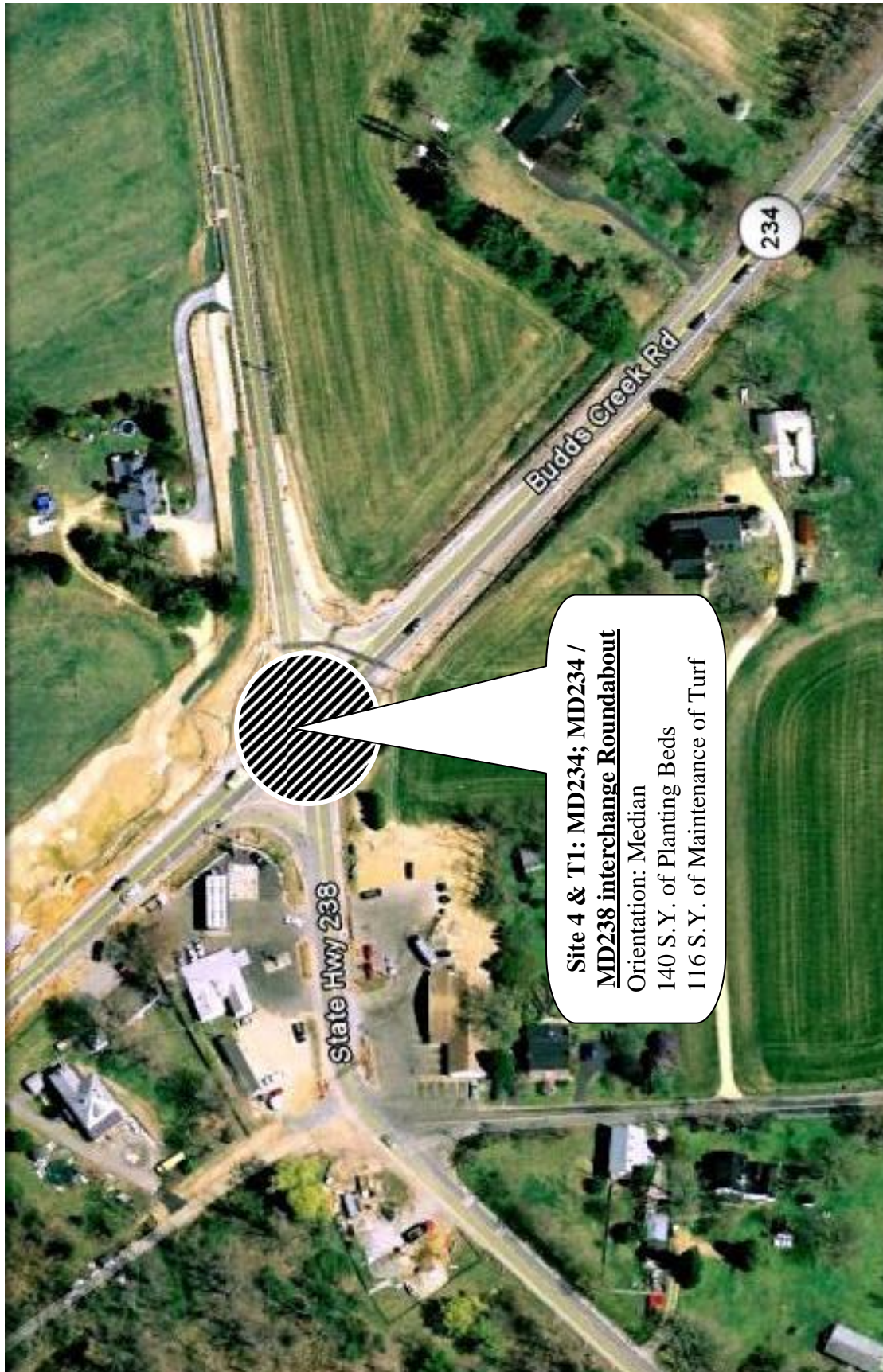
Vegetation to be Managed	

Total Accomplishments			
Acres		Gallons	
Signature			

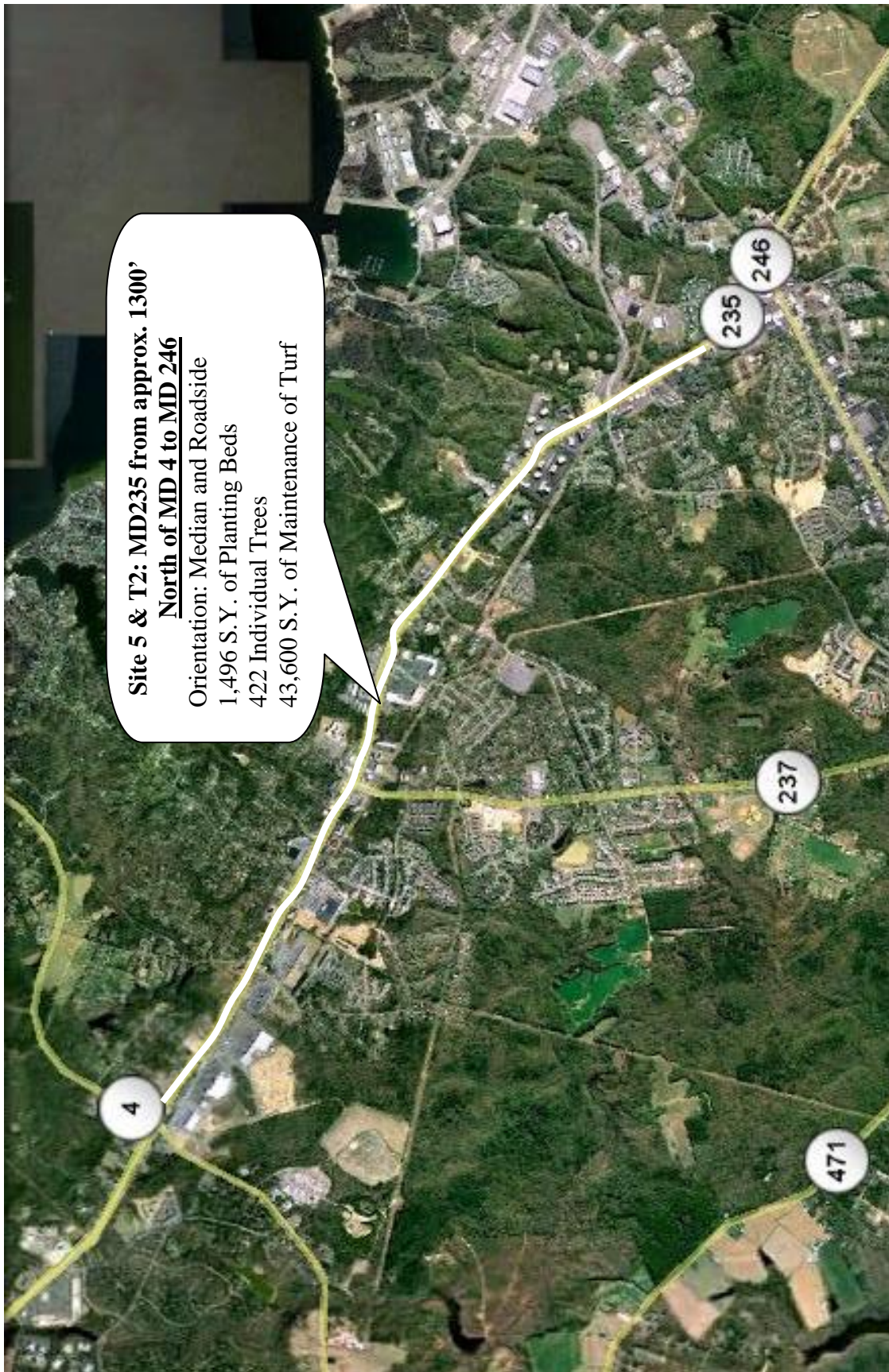




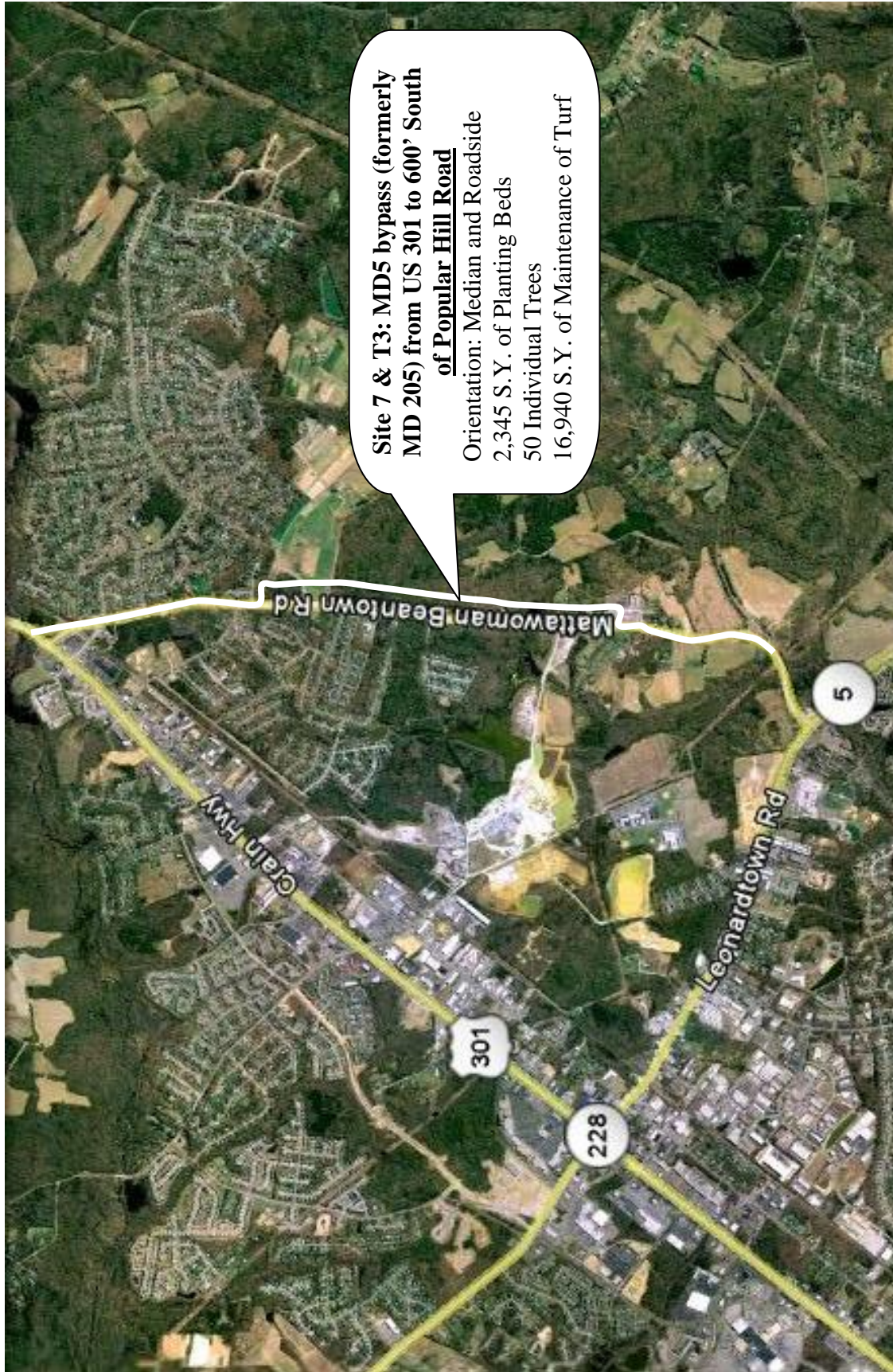




Site 4 & T1: MD234; MD234 /
MD238 interchange Roundabout
Orientation: Median
140 S. Y. of Planting Beds
116 S. Y. of Maintenance of Turf











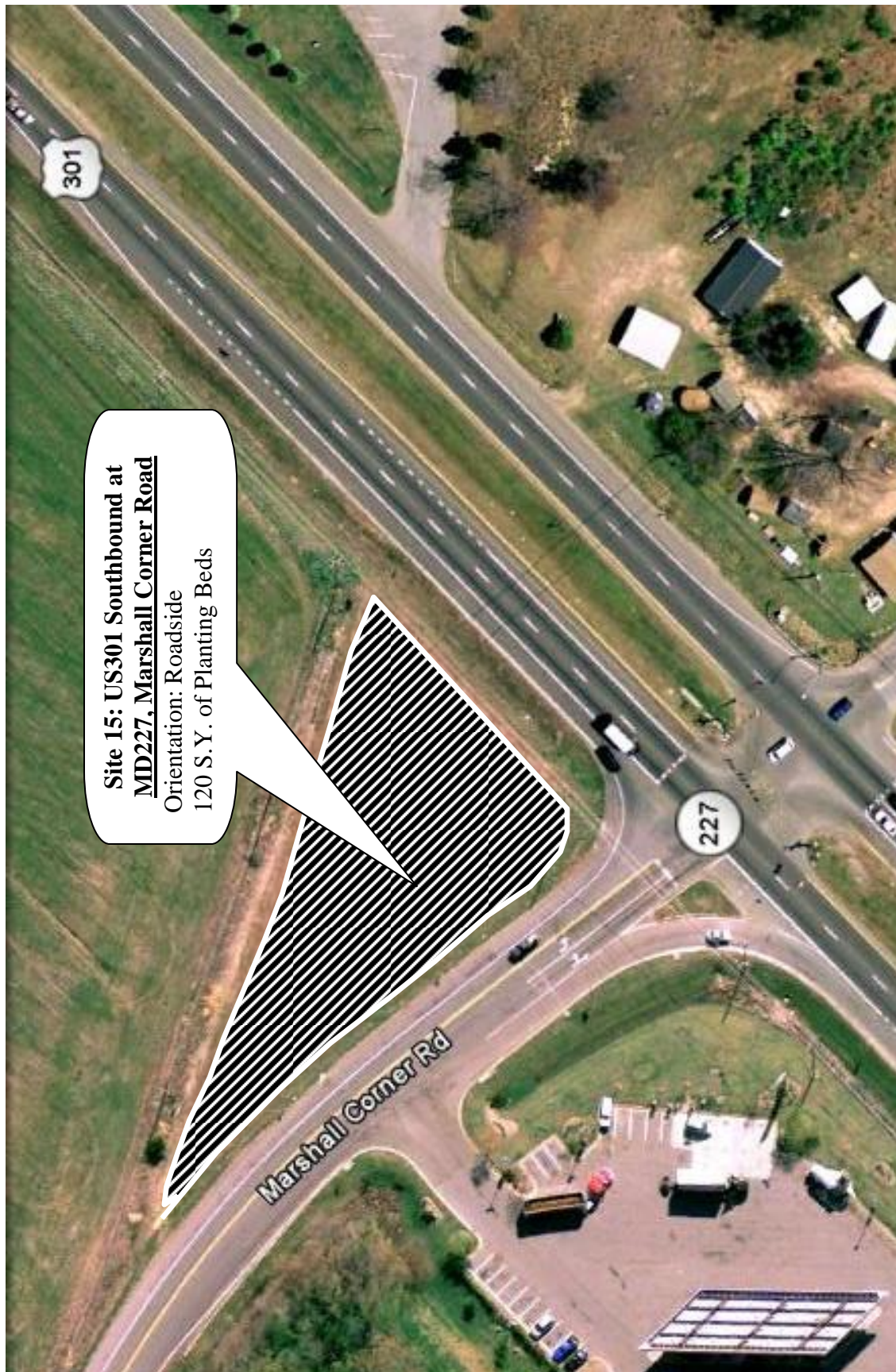








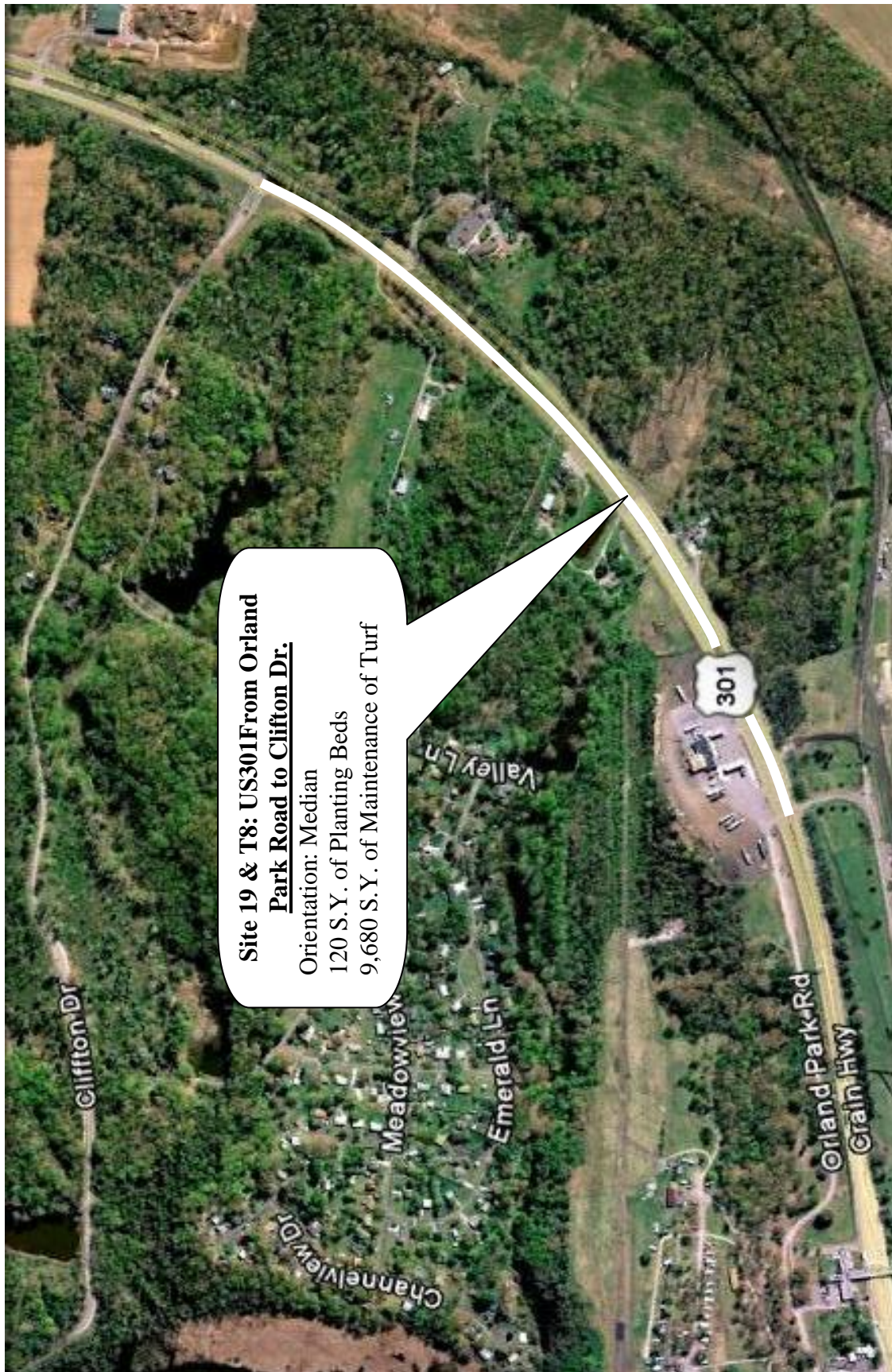














CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

1 of 29

**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 Landscape and Turf Maintenance at Various Locations in St. Mary's and Charles Counties; District 5 located in, St. Mary's and Charles Counties, Maryland, for which Invitation for Bids will be received until 12:00 o'clock noon on Thursday June 24, 2010. This work being situated as follows: Landscape and Turf Maintenance at Various Locations in St. Mary's and Charles Counties

To the State Highway Administration
BID BOX
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 DOLLARS CENTS	AMOUNTS DOLLARS CENTS
1001 120500	LUMP SUM	MAINTENANCE OF TRAFFIC	104	LUMP SUM	
1002 120610	50	PER UNIT DAY ARROW PANEL	104.07		
1003 120625	96	SQUARE FEET OF TEMPORARY TRAFFIC SIGNS HIGH PERFORMANCE WIDE ANGLE RETROREFLECTIVE SHEETING	104.08		
1004 120890	30	PER UNIT DAY PROTECTION VEHICLE	104.23		

«M_52»

STATE CONTRACT - AX9556114SBR
FEDERAL CONTRACT - N/A

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7001 700000	LUMP SUM	MAINTENANCE OF PLANTING BEDS AND INDIVIDUAL TREES	XXX				
				LUMP SUM			
7002 700000	300	THOUSAND GALLONS OF WATERING OF PLANTS	XXX				
7003 708008	LUMP SUM	MAINTENANCE OF TURF	XXX				
				LUMP SUM			
7004 718000	75	DAYS OF LANDSCAPE MAINTENANCE CREW	XXX				

«M_52»

STATE CONTRACT - AX9556114 SBR
FEDERAL CONTRACT - N/A

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 1001-1004, 7001-7004					
		THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH PRICES IN NUMERALS AND EXTENSIONS SHALL BE MADE BY HIM.					

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STATE CONTRACT - AX9556114SBR
FEDERAL CONTRACT - N/A



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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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).

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

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

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

Structural Steel Items

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



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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Structural Steel Items

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

Structural Steel Items

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

Other Than Structural Steel items

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

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



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE AND AFFIANT

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or offeror hereby certifies and agrees that the following information is correct:

In preparing its bid on this project, the bidder or offeror 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 vendors, 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 or offeror on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder or offeror 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 or offeror 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 or Offeror 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.



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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4. Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
5. Been convicted of a violation of the Section 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 subsection (1) through (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 Section B – C and subsections (1) through (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):



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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.



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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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. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.



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K. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;



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(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.

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



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4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____

Address: _____

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



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M. 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.

N. REPEALED

O. 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: _____
(Authorized Representative and Affiant)



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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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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



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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



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SMALL BUSINESS CONTRACT AFFIDAVIT

PROVIDING FALSE INFORMATION

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

FAILURE TO MEET MINIMUM QUALIFICATIONS

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)



CONTRACT PROVISIONS

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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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**MDOT MBE FORM A - (MDOT-OP 012-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
Page 1 of 2**

THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID. IF THE BIDDER FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE.

In connection with the proposal submitted in response to Solicitation No. AX9556114SBR, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I have met the overall certified Minority Business Enterprise (MBE) participation goal of Zero percent (0%) and the subgoal of Zero percent (0%) for Women-Owned MBE firms and the subgoal of Zero percent (0%) for African-American Owned MBE firms. I agree that the MBE firms listed in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts – Bids Only) will be used to accomplish the MBE participation goal and subgoals (if any) for this Contract for at least the dollar amounts set forth therein.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver 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. I agree that the MBE firms listed in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts – Bids Only) will be used to accomplish the MBE participation goal and subgoals (if any) for this Contract for at least the dollar amounts set forth therein.

2. Additional MBE Documentation

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

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form C - State-Funded Contracts – Bids Only);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts – Bids Only);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility 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.



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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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**MDOT MBE FORM A - (MDOT-OP 012-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
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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.

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

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL



CONTRACT PROVISIONS

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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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**MDOT MBE FORM B – (MDOT-OP 013-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID. IF THE BIDDER FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE.

PAGE 1 OF 3

***** STOP *****

FORM INSTRUCTIONS

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 firm is certified 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 firm must be certified for that specific NAICS (“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 letter “G” 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 used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please call MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. 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 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 in Part 2 of this MBE Participation Schedule.



CONTRACT PROVISIONS

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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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**MDOT MBE FORM B – (MDOT-OP 013-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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6. For each MBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **dollar 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. In Column 4 of the MBE Participation Schedule, please state the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services in Line 4.1.
 - 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. In Column 4 of the MBE Participation Schedule, please state the total amount of the subcontract in Line 4.1.
 - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES (i) if the MBE firm is furnishing and installing the materials and is certified to perform these services, please include in Line 4.1 the total value of the subcontract amount (including full value of supplies); or (ii) if the 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). In Column 4, Section 4.2 of the MBE Participation Schedule, please state the amount of the subcontract for these supplies/products only (not installation) and sixty percent (60%) of such value.



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**MDOT MBE FORM B – (MDOT-OP 013-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
MBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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- 7 **WARNING:** The percentage of MBE participation, computed using the dollar amounts in Column 4 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 (Bids Only) for this solicitation. If a bidder is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder must request a waiver in Form A or the bid will be deemed not responsive. You may wish to use the Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

WORKSHEET

Total African American-Owned Firm Participation Amount	\$ _____	(Add
amounts listed for African-American Owned Firms		in
Column 4 of MBE Participation Schedule)		Divide
by Total Contract Amount	÷ _____	
Percent African American-Owned Participation	= _____ %	
<hr/>		
Total Women-Owned Firm Participation Amount	\$ _____	(Add
(Add amounts listed for Women-Owned Firms		in
Column 4 of MBE Participation Schedule)		Divide
by Total Contract Amount	÷ _____	
Percent Women-Owned Firm Participation	= _____ %	
<hr/>		
Total MBE Firm Participation Amount	\$ _____	(Add
amounts listed for all MBE Firms		in Column
4 of MBE Participation Schedule)		Divide by Total
Contract Amount	÷ _____	
Percent Overall MBE Participation	= _____ %	



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**MDOT MBE FORM B – (MDOT-OP 013-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
MBE PARTICIPATION SCHEDULE**

PART 2 – MBE PARTICIPATION SCHEDULE

PART 2 MUST BE INCLUDED WITH THE BID. IF THE BIDDER FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE.

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Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR USED TO ACHIEVE THE MBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
			Unless the bidder requested a waiver in MDOT MBE Form A – State Funded Contracts (Bids Only) for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	NAICS CODE/S NAICS Code/s of the specific products to be supplied or services to be performed by the MBE firm	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS. State the dollar amount of the products/services in Line 4.1 except for those services or products where the MBE firm is being used as a wholesaler, supplier, regular dealer, or broker. For those items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer complete Line 4.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> <input type="checkbox"/> Women-Owned <input type="checkbox"/> African American-Owned <input type="checkbox"/> Other MBE Classification		<p><u>4.1 TOTAL AMOUNT TO BE PAID TO THE SUBCONTRACTOR (EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS, REGULAR DEALERS AND BROKERS)</u></p> <p>\$</p> <p><u>4.2 TOTAL AMOUNT 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) (PLEASE REFER TO SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></p> <p>Total value of Supplies/Products \$</p> <p>X 60% (60% Rule) = \$</p> <p>(Amount for purposes of achieving the MBE Participation Goal and Subgoals).</p>

☐ Please check if Continuation Sheets are attached.



CONTRACT PROVISIONS

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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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**MDOT MBE FORM B – (MDOT-OP 013-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
MBE PARTICIPATION SCHEDULE**

CONTINUATION SHEET

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Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR USED TO ACHIEVE THE MBE PARTICIPATION GOAL.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
			Unless the bidder requested a waiver in MDOT MBE Form A – State Funded Contracts (Bids Only) for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	NAICS CODE/S NAICS Code/s of the specific products to be supplied or services to be performed by the MBE firm	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS. State the dollar amount of the products/services in Line 4.1 except for those services or products where the MBE firm is being used as a wholesaler, supplier, regular dealer, or broker. For those items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer complete Line 4.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> <input type="checkbox"/> Women-Owned <input type="checkbox"/> African American-Owned <input type="checkbox"/> Other MBE Classification		<p><u>4.1 TOTAL AMOUNT TO BE PAID TO THE SUBCONTRACTOR (EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS, REGULAR DEALERS AND BROKERS)</u></p> <p>\$</p> <p><u>4.2 TOTAL AMOUNT 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</u> <u>(PLEASE REFER TO SECTION 6(E) IN PART 1 - INSTRUCTIONS)</u> Total value of Supplies/Products \$</p> <p>X 60% (60% Rule) = \$</p> <p>(Amount for purposes of achieving the MBE Participation Goal and Subgoals).</p>

☐ Please check if Continuation Sheets are attached.



CONTRACT PROVISIONS

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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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**MDOT MBE FORM B – (MDOT-OP 013-2)
STATE-FUNDED CONTRACTS (BIDS ONLY)
MBE PARTICIPATION SCHEDULE**

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID. AS DIRECTED IN THE INVITATION TO BID.

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.

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



CONTRACT PROVISIONS

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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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



CONTRACT PROVISIONS

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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 26A of 29, 26B of 29, 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

CONTRACT NO. AX9556114SBR

PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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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

N/A (working days)

Tuesday, December 31, 2013 (calendar date)

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

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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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

N/A dollars (N/A) per working day

Three Hundred Ninty Dolors dollars (390.00) 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).



CONTRACT PROVISIONS

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PROPOSAL FORM PACKET — STATE SMALL BUSINESS RESERVE PROCUREMENT

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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.