



Maryland Department of Transportation

*State Highway Administration
Baltimore, Maryland
Invitation for Bids*

Contract No. CO3235168

F.A.P No. ES-NH-STPD-300-1(46)N

HP-1277(002)N

HP-4290(004)N

ECONOMIC RECOVERY PROJECT

MD 404 (SHORE HIGHWAY);

**FROM EAST OF TUCKAHOE CREEK TO EAST OF MD 480
(PHASE 1A)**

Caroline County

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

The State Highway Administration will only be responsible for the completeness of documents 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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NOTICE TO BIDDERS

No "Pre-Bidding Session" necessary for this project.

SPECIAL NOTICE TO CONTRACTORS

Funding for this project is contingent on the passage of a federal infrastructure stimulus bill. Award of this contract will be conditioned upon the availability of federal funds and the ability of this contract to meet any special requirements of the final authorization bill. If either of these conditions cannot be met, the project may be cancelled.

Where Contract No. CO3235170 appears in the Contract Documents; it shall be Construed as CO3235168.

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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).
- (b) Temporary Barrier.
 - (1) Concrete Barrier.
 - (2) Traffic Barrier W Beam and Water Filled Barrier.
- (c) Temporary End Treatments.

Category 4 Devices

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

CONTRACT PROVISIONS
(NCHRP) REPORT 350 IMPLEMENTATION SCHEDULE

CONTRACT NO. CO3235168
 2 of 2

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 (TMA) (b) Temporary Barriers (1) Concrete Barrier (2) Traffic Barrier W Beam and Water Filled 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.



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.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may

extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall 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 SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job

training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV

and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the

amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work

actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is

approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which

such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 4):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including

apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed,

or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter

into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency

determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**AFFIRMATIVE ACTION REQUIREMENTS
UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL-AID CONTRACTS**

CONTRACT GOALS

FOR THE PURPOSE OF THIS CONTRACT, A GOAL OF **FIFTEEN (15%)** PERCENT HAS BEEN ESTABLISHED FOR SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESSES THAT ARE OWNED AND CONTROLLED BY – THOSE INDIVIDUALS WHO ARE BLACK AMERICANS, HISPANIC AMERICANS, ASIAN-PACIFIC AMERICANS, SUBCONTINENT ASIAN AMERICANS, NATIVE AMERICANS, OR WOMEN PURSUANT TO THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MINORITY BUSINESS ENTERPRISE PROGRAM:

It is the policy of the Maryland Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) shall have an equal opportunity to participate in the performance of the contracts financed in whole or in part with Federal funds under these agreements. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 and SAFETEA-LU apply to this agreement.

The bidder agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 and SAFETEA-LU have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and SAFETEA-LU to ensure that disadvantaged business enterprises have an equal opportunity to compete for and perform on Federally funded contracts. The Maryland Department of Transportation and their bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Contract.

A. GENERAL

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

Administration Representative – A DBE/MBE Officer or employee of an Administration who enforces the laws and regulations pertaining to disadvantaged and 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 disadvantaged and minority business enterprises fully in contracts and programs.

Business Enterprises – Any 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/hers designee, has been certified as a bona fide DBE/MBE. MDOT certification does not equate to a pre-qualification status.



CONTRACT PROVISIONS
DBE FOR FEDERAL-AID CONTRACTS

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DBE – Disadvantaged Business Enterprise – Reference 49 CFR, Part 26, Subpart A) a small business concern: (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals. Where stock ownership is involved, the disadvantaged owner(s) shall own at least 51 percent of each class of voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued (also applies to publicly owned businesses); and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who have ownership. In this specification the terms MBE and DBE have the same meaning.

DBE/MBE Directory – A compilation of businesses certified by MDOT as disadvantaged, 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.

DBE/MBE Participation Packet – The documents submitted by the bidder or proposer pursuant to the appropriate special bid provisions. The DBE/MBE Participation Packet consists of the Certified DBE Utilization and Fair Solicitation Affidavit and the DBE Participation Schedule, both of which must be submitted with your bid or initial price proposal. The DBE Participation Packet also includes the following documents, which shall be submitted after bids or proposals are opened: Outreach Efforts Compliance Statement (MDOT-OP-018-2), DBE Subcontractor Project Participation Affidavit (MDOT-OP-019-2), MDOT Joint Venture Disclosure Affidavit (D-EEO-006), and Minority Contractor Unavailability Certificate (OOC46).

DBE/MBE Program – A program developed by MDOT to implement the requirements of Title 14, Subtitle 3 of the State Finance and Procurement Article, Annotated Code of Maryland; Title 10, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland for Leases of State-Owned Property; and 49 CFR, Part 26, Subparts A and C for all Federal Department of Transportation Financial Assistance Programs.

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

Joint Venture – An association of a DBE/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 DBE/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.

Small Business Administration (SBA) 8(a) Certification – The SBA 8(a) Certification Program is a Federal Program which establishes firms as disadvantaged and eligible for participation in the Federal SBA Program.

Socially and Economically Disadvantaged Individual Pursuant to 49 CFR, Part 26 – Those individuals who are citizens of the United States (or lawfully admitted permanent residents). For convenience, these individuals and groups are referred to as “minorities” in this document and who are:

1. Found by the MDOT to be socially and economically disadvantaged on a case-by-case basis;



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2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which included persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian American," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. Women;
3. Only those persons whose personal net worth does not exceed \$750,000 may be found to be economically disadvantaged.

B. DBE/MBE and Good Faith Effort Requirements

1. This contract includes a DBE participation goal for subcontracting and/or procurement of materials and/or services. Bidders (or offerors) must make a good faith effort to meet the DBE participation goal **before bids or proposals are due**, including outreach efforts. A bid or initial proposal must include both a completed and executed Certified DBE Utilization and Fair Solicitation Affidavit and DBE Participation Schedule. The failure of a bidder to complete and submit these documents shall result in a determination that the bid is not responsive. The failure of an offeror to complete and submit these documents shall result in a determination that the proposal is not susceptible of being selected for award.
2. In making a good faith effort to achieve the DBE goal, prior to completing the Certified DBE Utilization and Fair Solicitation Affidavit and the DBE Participation Schedule and prior to submitting a bid or initial proposal the bidders (or offerors) including those bidders or offerors that are certified DBEs 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 DBEs 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;



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- c. Attempt to make personal contact with the DBEs solicited and to document these attempts;
 - d. Assist DBEs 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 DBEs.
3. All firms bidding on a Federal-Aid Contract shall submit the name and address of all subcontractors, service providers and suppliers that submitted quotes on the Contract. All subcontractors, service providers and suppliers shall complete and submit the form entitled Contractor Information, to the Administration.
4. The bidder shall seek commitments from disadvantaged business enterprises by subcontracting and/or procurement of materials and/or services, the combined value of which equals or exceeds the appropriate percent (goal) of the total value of the prime contract. A bidder may count toward its DBE goals expenditures for materials and supplies obtained from DBE regular dealers and/or manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The bidder may count its entire expenditure to a DBE 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 DBE regular dealer that is not a manufacturer, provided that the DBE 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 Disadvantaged Business Enterprises in this Contract. The Contract will not be awarded without the Bidder's AAP being approved by the Administration.

The Affirmative Action Plan shall include as a minimum:

- a. The name of an employee designated as the bidder's liaison officer for minority affairs.
- b. A complete DBE Subcontractor Project Participation Affidavit (MDOT-OP-019-2), using contractors whose names appear in the DBE/MBE directory or who are otherwise certified by MDOT as being a disadvantaged business enterprise. Except as permitted by law and approved by the Administration, this affidavit shall include all DBE firms identified on the DBE Participation Schedule with a percentage of participation that meets or exceeds the percentage of participation indicated in the bid or initial proposal.
- c. A completed Outreach Efforts Compliance Statement (MDOT-OP 018-2).



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5. When a bidder intends to attain the appropriate goal for disadvantaged business enterprise participation by use of a joint venture, the bidder shall submit a Joint Venture Disclosure Affidavit (Form D-EEO-006-A) showing the extent of disadvantaged business 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 be signed by all parties. A DBE, even in a joint venture arrangement shall be certified as a DBE by MDOT prior to being included in the Affirmative Action Plan.
6. Where the proposed DBE participation does not meet the DBE contract goals, sufficient evidence to demonstrate that the bidder has taken all necessary and reasonable steps to make a good faith effort to meet these goals shall be required.

7. Determination of Bid Responsiveness for Federal-Aid Contracts

If the bidder is unable to secure from DBEs by subcontracting and/or by procurement of materials and/or services, commitments which at least equal the appropriate percent (goal) of the values of the prime Contract at the time of bid, he shall request, in writing, a waiver of the unmet portion of the goal. This request must be initiated by checking the appropriate box on the Certified DBE 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 information:

- a. A detailed statement of efforts made prior to bid to contact and negotiate with DBEs including: (i) the dates, names, addresses, and telephone numbers of DBEs who were contacted; (ii) a description of the information provided to DBEs requesting the plans, specifications, and anticipated time schedule for portions of the work to be performed and (iii) a detailed statement of the reasons why additional prospective agreements with DBEs were not reached;
 - b. A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goals;
 - c. For each DBE 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 DBE contacted but unavailable, (i) a Minority Contractor Unavailability Certificate (Form OOC46) signed by the disadvantaged business enterprise, or (ii) a statement from the bidder shall be submitted that states that the DBE refused to sign the Certificate.
- 8. Guidance concerning good faith efforts.** The following is a list of the types of actions and factors that will be used to determine the bidder's or offeror's good faith efforts to obtain DBE 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.



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- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder or offeror might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs 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 DBEs. It is the bidder's or offeror's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE 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 DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs 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 DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.



- (7) Making efforts to assist interested DBEs 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 DBEs.
- (9) In determining whether a bidder or offeror has made good faith efforts, you 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 DBE 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.

10. Bidder Records

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

11. Bidder Cooperation

The bidder shall cooperate with the Administration Representative in any reviews of the Contractor's procedures and practices with respect to DBEs which the Administration Representative may from time to time conduct.

12. Bidder MBE Modifications

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



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 indicate:
 - a. The name of disadvantaged and non-disadvantaged subcontractors and suppliers, the type of work materials or services being performed on or incorporated in this project, and the monetary value of such work materials or services.
 - b. Documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on this project.
 - c. The progress and efforts made in seeking out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project.
2. Information required to be submitted for Federally Assisted contracts in accordance with 49 CFR Part 26:
 - a. All bidders (not only the apparent successful bidder) shall provide the following information:
 - (1) The age of the bidding firm; and
 - (2) The annual gross receipts of the bidding firm.
 - b. All bidders (not only the apparent successful bidder) shall provide the following information for each firm quoting or considered as subcontractors:
 - (1) The name of firm; and
 - (2) The address of firm.
 - c. The Administration will contact each of the firms quoting or considered as subcontractors to obtain:
 - (1) The age of the firm; and
 - (2) The annual gross receipts of the firm

If this information already has been gathered by the Administration on a firm and it is current, it will not be requested.

3. The Contractor shall submit reports on a quarterly basis of those contracts and other business transactions executed with disadvantaged business enterprises with respect to the records referred to in Subparagraph 1.a 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, they shall notify the Administration's Representative and request additional time to submit the report. Failure of the Contractor to report in a timely manner may result in a finding of noncompliance. Additional reports may be required by the Administration upon written request.



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DBE FOR FEDERAL-AID CONTRACTS

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4. To ensure compliance with the certified DBE contract participation goals, the Contractor shall:
 - a. Submit monthly, a report listing unpaid invoices, over 30 days, from all certified DBE subcontractors and the reason payment has not been made;
 - b. Include in its agreement with certified DBE subcontractors a requirement that the DBE subcontractors are to submit monthly to the Administration, a report identifying the prime Contractor and listing the following:
 1. Payment received from the Contractor in the preceding 30 days; and
 2. Invoices for which the subcontractor has not been paid.
5. All such records shall be retained for a period of three years following acceptance of final payment and shall be available for inspection by the U.S. Department of Transportation, the Maryland Department of Transportation, and the 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 Representative will conduct an investigation. If the Administration Representative finds the prime Contractor or any subcontractor not in compliance with these provisions, he will make a report of non-compliance and notify such Contractor in writing of the steps that will, in the judgment of the Administration, bring the Contractor into compliance. If the Contractor fails or refuses to comply fully with such steps, the Administration Representative will make a final report of noncompliance to the Administrator, who may direct the imposition of one or more of the sanctions listed below:
 - a. Suspension of work on a project, pending correction;
 - b. Withholding payment or a percentage thereof, pending correction;
 - c. Referral of DBE/MBE to MDOT Office of MBE for review for decertification or minority business fraud investigation;
 - d. Referral to MDOT Office of MBE for review/referral to the Attorney General's Office for review for initiation of debarment;
 - e. Referral to the Attorney General's Office for review for debarment or for criminal prosecution through the MDOT Office of General Counsel; or
 - f. Any other action as appropriate.

The Administrator will determine which sanction(s) should be imposed in order to promote the purpose of the MDOT DBE/MBE Program.

2. If the documents used to determine the status of a DBE contain false, misleading, or misrepresenting information, the matter may be referred to the MDOT Office of MBE for appropriate action.



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DBE FOR FEDERAL-AID CONTRACTS

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3. Loss of DBE Certification

- a.** When a prime Contractor has made a commitment to use a DBE who has lost its certification but the subcontract has not been executed prior to the notice of loss of certification, the prime Contractor is required to obtain an eligible, certified DBE for the contract or demonstrate to MDOT that it has made a good faith effort to do so.
- b.** When a prime Contractor has executed a contract with a DBE subcontractor before the notice of loss of certification, the prime Contractor may continue to use the firm on the contract and may continue to receive credit towards its DBE goal, i.e., contract goal, for the work of that subcontractor.
- c.** The work carried out by a DBE Prime Contractor would be counted by MDOT up to the loss of certification. The work performed after the loss of certification would not be considered DBE participation.
- d.** When a DBE subcontractor has lost its certification, MDOT may not continue to count the DBE participation which takes place after the loss of certification as DBE work when counting participation towards the overall goal of the modal administration or the Department.
- e.** If a DBE's loss of certification is the result of exceeding the size standards while performing on a contract, the DBE participation may be counted for both the contract goal and the overall goal.



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. CO3235168
FAP NO. ES-NH-STPD-300-1(46)N
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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)



**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 payrolls shall include the employees' full name, classification, social security number, and home address.
- (d) All payrolls shall show the employee's basic hourly wage rate, overtime rate (if applicable), and the number of hours worked (tabulated both daily and weekly).
- (e) When fringe benefits are required, indicate separately the amount of employer contributions to fringe benefit funds and/or programs. The fringe benefits shall be individually identified, but may be tabulated on a separate sheet. When required fringe benefits are paid in cash, add the required fringe benefit amount to the basic hourly rate to obtain the total prevailing wage rate for the employee.



CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. CO3235168
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- (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.

OVERTIME.

Non-Federally Funded Contracts. Overtime rates shall be paid by the prime Contractors and subcontractors under their Contracts and agreements with their employees, which in no event shall be less than time and a half the prevailing hourly rate of wages for all hours worked in excess of ten hours in any one calendar day or forty hours in any one calendar week and work performed on Sundays and legal holidays. Fringe benefits shall be paid for all hours worked, including the overtime hours. However, the fringe benefit amounts may be excluded from the half time premium due as overtime compensation.

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



CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. CO3235168
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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.

INQUIRIES.

Requests for information or questions shall be addressed to:

Maryland State Highway Administration
Office of Highway Development
Wage and Hour Team
707 N. Calvert Streets, MS C-102
Baltimore MD 21203-0717
Fax: 410-209-5001

CONTRACT PROVISIONS
CAROLINE COUNTY WAGE DETERMINATIONS

CONTRACT NO. CO3235168
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

CONTRACT PROVISIONS
CAROLINE COUNTY WAGE DETERMINATIONS

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



CONTRACT PROVISIONS
NOTICE OF ACTIONS FOR AFFIRMATIVE ACTION

CONTRACT NO. CO3235168
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**NOTICE OF ACTIONS REQUIRED FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as noted in Appendix A and B:

These goals are applicable to all the Contractors' construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this notification. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is noted on appendix B.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (Executive Order 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;



CONTRACT PROVISIONS
NOTICE OF ACTIONS FOR AFFIRMATIVE ACTION

- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and,
 - (iv) American Indians or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a through 7.p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.



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6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the



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policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g.** Review, at least annually, the company's EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to insure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n.** Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.



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- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more if its obligations under 7.a through 7.p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractors shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and



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retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents

(a.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. The Contractor will receive at the time of Award Federal Form CC-257 for his use in reporting monthly the Affirmative Actions for minority and female which he has employed.



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APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing on a Federal or federally assisted construction contract or subcontract.

AREA COVERED: Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
From April 1, 1978 until March 31, 1979.....	3.1
From April 1, 1979 until March 31, 1980.....	5.0
From April 1, 1980 until further notice.....	6.9



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APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

State	Goal (percent)
Maryland:	
019 Baltimore, MD:	
SMSA Counties:	
0720 Baltimore, MD.....	23.0
MD Anne Arundel; MD Baltimore;	
MD Carroll; MD Harford;	
MD Howard; MD Baltimore City	
Non-SMSA Counties.....	23.6
MD Caroline; MD Dorchester;	
MD Kent; MD Queen Annes;	
MD Somerset; MD Talbot;	
MD Wicomico; MD Worcester	
Washington, DC:	
020 Washington, DC:	
SMSA Counties:	
8840 Washington, DC.....	28.0
MD Charles; MD Montgomery;	
MD Prince Georges	
Non-SMSA Counties.....	25.2
MD Calvert; MD Frederick	
MD St. Marys; MD Washington	
Pennsylvania	
Non-SMSA Counties.....	4.8
MD Allegany; MD Garrett	



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.



TRAINING PROVISIONS

As part of the Contract's Equal Employment Opportunity Affirmative Action Program, on-the-job training shall be provided as follows:

The on-the-job training shall be aimed at developing full journeypersons in the type of trade or job classification involved. On this Contract 3 persons will be trained.

In the event that a Contractor subcontracts a portion of the Contract work, the Contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor, however, the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Provision. The Contractor shall also insure that this training Provision is physically included in each subcontract to insure that the workforce utilized by the subcontractor meet the goals for minority and female employment and training. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees in each classification shall be distributed among the work classifications on the basis of the Contractor's needs, minority and women employment goals specified for each trade in the Contract Provision, and the reasonable area of recruitment.

Prior to beginning construction, the Contractor shall submit to the Administration for approval a Manpower and Training Utilization (MTU) Schedule no later than at the preconstruction meeting.

The MTU schedule shall include:

1. The proposed training programs.
2. The number of trainees to be trained in each classification.
3. Anticipated starting and ending dates for training in each classification.

No Contract work may be undertaken until the Administration has accepted the schedule.

If the submitted training programs fail to meet the requirements as defined within these Provisions, the Administration will withhold one percent of the total category code one pay items from the payment due the Contractor. The Contractor shall submit a revised Manpower and Training Utilization Schedule when major changes in the Contract work schedule occur that substantially affect the previously submitted schedule.

The Contractor shall be credited for each trainee employee who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for the hourly cost of the trainee as specified in the schedule of prices.

Training and upgrading of minorities and women toward journeyperson status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeypersons who, in the natural course of events will leave the workforce. The program will also provide opportunities to the minorities and women trainees in geographic areas where shortages in minority and women journeypersons are prevalent and recognized due to the Contractor's inability to meet the Equal Employment Opportunity goals specified in this Contract.

The training requirements of this Training Provision are not intended nor shall they be used to discriminate against any applicant for training, whether a member of a protected class or not. It is the Contractor's responsibility to demonstrate good faith efforts to ensure an adequate workforce



CONTRACT PROVISIONS
TRAINING PROVISIONS

representation of minorities and women in all job classifications on this Contract. Therefore, the Contractor shall consider the employment Contract goals set for minorities and females when enrolling trainees. The Contractor's utilization of the on-the-job training goals will be weighed when an Equal Employment Opportunity workforce compliance determination is made.

The Contractor shall make every effort to enroll minority and women trainees (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minorities and women to the extent that these persons are available within a reasonable area of recruitment).

No employee shall be employed as a trainee in any classification which the individual has successfully completed a training program leading to journey person status or has been employed as a journey person. This includes a person gainfully employed as a journey person by virtue of informal on-the-job training. The Contractor should satisfy this requirement by including appropriate questions in the employee job application or by other suitable means. Regardless of the method used, the Contractor's records shall document the findings in each case. In the case of apprentices, evidence of indentureship and registration of the approved apprenticeship program shall be included in the Contractor's records.

The minimum length and type of training and rate for each classification shall be specified in the training program by the Contractor and approved by the Administration and the Federal Highway Administration.

The Administration will approve any program specified in the Administration's On-The-Job Training Manual. The Administration and the Federal Highway Administration will consider other programs if it is reasonably calculated that the programs conform to the Equal Employment Opportunity obligations of the Contract and will qualify the average trainee for journey person status in the specified classification by the end of the training period. Apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, and training programs approved by, but not necessarily sponsored by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training will also be acceptable, provided that the program being offered is administered in a manner consistent with the Equal Employment obligation of Federal-aid highway construction Contracts and meets the minimum requirements of this Training Provision.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Unless otherwise specified, the Contractor will be reimbursed 80 cents per hour of training given an employee on this Contract in conformance with an approved training program. As approved by the Engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor received additional training program funds from other sources, provided that the other sources do not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above will only be made to the Contractor where the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project:

1. Contributes to the cost of the training.
2. Provides the instruction to the trainee or pays the trainee's wages during the offsite training period.



No payment will be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman is caused by the Contractor and evidences a lack of "good faith" on the part of the Contractor in meeting the requirements of this Training Provision. It is normally expected that a trainee will begin training on the project as soon as feasible after the start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until the program is completed. It is not required that all trainees be on board for the entire length of the Contract. A Contractor will have fulfilled their responsibilities under this Training Provision when:

1. Systematic and direct recruitment likely to yield qualified minority and women applicants is conducted through:
 - a. Public and private referral sources.
 - b. Advising the existing workforce of training opportunities.
 - c. Unions (if applicable).
2. Acceptable training has been provided to trainees enrolled in the program.
3. The number of specified trainees have completed the minimum hours required in an approved training program.
4. Trainees completing approved programs are retained in the workforce as journeymen.

The Contractor shall pay the trainees at least 60 percent of the appropriate minimum journeyman's hourly rate plus the full fringe benefits specified in the Contract for the first half of the training period, 75 percent for the third quarter of the training period plus full fringe benefits, and 90 percent for the last quarter of the training period plus full fringe benefits. However, in no case shall the total hourly rate be less than the U.S. Department of Labor's unskilled laborer wage rate for the project. In addition, all trainees shall be identified as such on the certified payroll.

The Contractor shall furnish the trainee a copy of the approved training program in which the trainee is enrolled. The Contractor shall provide each trainee with a certificate showing the type and length of training satisfactorily completed. The Contractor shall submit a Certificate to the trainee in the following instances:

1. Certificate of Completion when a trainee completes the total number of hours required to complete a training program.
2. Certificate of Training when a trainee does not totally complete the required program hours.

The Contractor shall provide for the maintenance of records and furnish periodic reports inclusive of the Administration's Contractor's Semiannual Training Reports, documenting his performance under this Training Provision. The Semiannual Training Report is to be submitted by the 10th of the month following the reporting period (July 10 and January 10).

If the Contractor fails to fully comply with these Training Provisions, the Administration's Representative will make a final report of non compliance to the Administrator, who may direct the imposition of one or both of the sanctions listed below:

1. Withholding a percentage of the progress payment.
2. Other action appropriate and/or within the discretion of the Administrator.

PROJECT DESCRIPTION

This project, located in Caroline County Maryland is for the dualization of a 1.3 mile portion of MD 404 from East of Tuckahoe Creek to East of MD 480. This is the Phase 1A segment of the proposed 11.3 mile widening of MD 404 from US 50 to MD 404 Business. In this area MD 404 is a two lane road with scattered residences but with several businesses at the MD 480 intersection. Peak period congestion and higher accident rate, than the rest of the corridor, is experienced through this area. The proposed scope of work includes: the construction of two westbound lanes, the rubbilization and reconstruction of the existing roadway, the addition of a 34 foot median and the provision of extended left turn storage lanes in both directions on MD 404 at MD 480. Exclusive right turn lanes will be added from mainline 404 to MD 480. The number of signal heads will be increased at this intersection, signalization will be improved and opticom controls will be added on both approaches of MD 480 for emergency vehicle purposes. A service road will be added east of MD 480 on the north side of MD 404 to provide a common access to MD 404 for residents denied private entrance to this partially controlled access highway. Drainage ditches, cross culverts and stormwater management facilities will be constructed on this project. The demolition of the railroad bridge over MD 404 will be included as part of this Phase 1A construction to improve the existing sight and vertical clearance problem now, rather than wait for it to be done in the Phase 1B segment.

SPECIFICATIONS

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

EMPLOYMENT AGENCY

The Maryland Department of Human Resources is located at:

Caroline County
Denton Job Service
300 Market Street
Denton, Maryland 21629
Telephone (410) 479-5765

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.

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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.

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. Kirk G. McClelland
Director, Office of Highway Development
Attention: Colbert Stephen
707 North Calvert Street
Baltimore, MD 21202
or
FAX to (410) 209-5001

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

REQUIRED PERMITS

Nontidal Wetlands and Waterways - MDE
Erosion and Sediment Control – MDE
Stormwater Management - MDE
Reforestation Law - DNR
Chesapeake Bay Critical Area Commission (CAC)
US Corps of Engineers Wetland – COE

All environmental permits will be received prior to the bid opening or the bid opening will be delayed.

**AMERICAN RECOVERY AND REINVESTMENT ACT
CONTRACTOR REPORTING REQUIREMENTS**

The American Recovery and Reinvestment Act of 2009 (ARRA) requires any entity that receives recovery funds directly from the Federal Government (including recovery funds received through grant, loan or contract) other than an individual, to provide regular recipient reports. As the recipient of AARA funds, the Maryland State Highway Administration (SHA) is required to report monthly on the use of the ARRA funds and the jobs supported with those funds.

In order to accomplish this, each Prime Contractor or Consultant working on an ARRA project (any project with a State Contract number ending in 68 or otherwise identified as an ARRA or Economic Recovery Project) is responsible for reporting the data contained on the attached Monthly Employment Report **no later than the 10th day of each month** for the previous month's reporting data.

This information shall be submitted to:

Ms. Connie Kennedy
Division Manager – Capital Programming Division
Office of Finance
Mail Stop C-509
Maryland State Highway Administration
707 N. Calvert Street
Baltimore, MD 21202

Please clearly mark mailing envelope as “Contractor ARRA Monthly Employment Reporting Form.”

This is a federal reporting requirement and no additional compensation will be paid for preparation and submission of these monthly reports. For your convenience, an electronic copy of the reporting form can be obtained on SHA's Internet site at www.marylandroads.com/businesswithsha/contBidProp.asp

Failure to report this information by the 10th day of each month will result in withholding of the monthly estimate payment.

Please use additional pages as needed

Coding Instructions

- BOX 1. **Report Month:** The month and year covered by the report, as *mm/yyyy* (e.g. “May 2009” would be coded as “05/2009”).
- BOX 2. **Contracting agency:** The name of the contracting agency. Enter “State” for State DOT projects. For non-State projects, enter the name of the contracting agency (other State agency, Federal agency, tribe, MPO, city, county, or other funding recipient).
- BOX 3. **Federal-aid project number:** The State assigned federal-aid project number, consistent with the format reported in FMIS.
- BOX 4. **State project number or identification number:** The project number or ID, as assigned by the State of its funding recipient, consistent with the format reported in FMIS.
- BOX 5. **Project location:** State where project occurs. If the project performed for Federal Lands, provide the FLH Division or Federal Land Managing Agency (FLMA) region.
- BOX 6. **Contractor name and address:** The name and address of the contracting or consulting firm shall include the name, street address, city, state, and zip code.
- BOX 7. **Contractor DUNS number:** The unique nine-digit number issued by Dun & Bradstreet. Followed by the optional 4 digit DUNS Plus number. Reported as “999999999.9999”
- BOX 8. **Employment data:** The prime contractor or consultant will report the direct, on-the-project jobs for their workforce and the workforce of their sub-contractors active during the reporting month. These jobs data include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. This also includes any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the ARRA funded project. This does not include material suppliers such as steel, culverts, guardrail, and tool suppliers. States should include in their reports all direct labor associated with the ARRA project such as design, construction, and inspection. The States reports should include their own project labor, including permanent, temporary, and contract project staff. States are asked not to include estimated indirect labor, such as material testing, material production or estimated macro-economic impacts. FHWA will be estimating all indirect labor based on the information provided in this form along with other FHWA data. The form requests specifically:
- Subcontractor name:** The name of each subcontractor or sub-consultant that was active on the project for the reporting month.
 - Employees:** The number of project employees on the contractor’s or consultant’s workforce that month, and the number of project employees for each of the active subcontractors for the reporting month. Do not include material suppliers. Total field at bottom shall be calculated and reported as a whole number (this will be automatically done if the Excel Spread sheet form is used).

- c. **Hours:** The total hours on the specified project for all employees reported on the contractor's or consultant's project workforce that month, and the total hours for all project employees reported for each of the active subcontractors that month. Total field at bottom shall be calculated and reported as a whole number (this will be automatically done if the Excel Spread sheet form is used).
- d. **Payroll:** The total dollar amount of wages paid by the contractor or consultant that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Payroll only includes wages and does not included overhead or indirect costs. Total field at bottom shall be calculated and rounded to the nearest whole dollar and reported as a whole (this will be automatically done if the Excel Spread sheet form is used).

BOX 9. Prepared by:

- a. **Name:** Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for all the employees. Contractors, consultants, and their subs are responsible to maintain data to support the employment form and make it available to the State should they request supporting materials.
- b. **Date:** The date that the contractor completed the employment form. Reported as "*mm/dd/yyyy*." (e.g. "May 1, 2009" would be coded as "05/01/2009").

RIGHT-OF-WAY STATUS

In accordance with the requirements of Title 23, Code of Federal Regulations, Part 635, this is to certify that of the thirty-six (36) parcels needed for construction on the above-captioned contract, twenty-five (25) are in the possession of the State Highway Administration (SHA) at this time.

The status of the eleven (11) parcels not in our possession is as follows:

The following eleven (11) parcels have had appraisals completed and approved and first offers have been made. It is anticipated that these parcels will be in Headquarters no later than April I, 2009 unless previously optioned.

Please see the parcels listed below.

100070 -Unknown Owners	99381 -Sylvester Farms, Inc.
100695 -Stanley & Savannah Britt	99383 -Betty P. Knott
100890 -Sylvester Farms, Inc	99383 -Hillsboro Trading Co., LLC
99323 -Guy A. & Mary Lou Murphy	99385 -State of Maryland
99326 -Mark B. Patten	99619 -State of Maryland
99335 -Mark A. & Dorothy F. Malczewski	

There are no relocation assistance services necessary for the above-captioned contract.

Right-of-way is being acquired in accordance with the FHWA directives.

Notice is hereby given in the contract proposal, in accordance with Title 23, Code of Federal Regulations, Part 635, that the lack of possession of any of these properties on this project may interfere with construction operation.

The SHA will not honor any claim for inconvenience or delay caused by the lack of clear right-of-way. Notice will be given that an extension of time will be granted, if necessary, for delays caused by the interference beyond the time of notice to proceed.

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.

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 **\$3,280** 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.

TC SECTION 7
PAYMENT

TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

- (a) **General.** A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of diesel fuel.

The monthly index price used for calculating the PA will be the On-Highway Diesel Fuel Price for the Central Atlantic Region published by the U.S. Department of Energy, Energy Information Administration, at www.eia.doe.gov. The monthly index price will be the average of the weekly prices posted for the month.

The prevailing base index price will be the price specified for Diesel Fuel currently posted at www.marylandroads.com (Business with SHA/Contracts, Bids, and Proposals) prior to bid opening. A historical database will be maintained by the Administration.

The adjustment factors for specific categories of the work are included in Table TC-7.09. Category A-E will apply to this Contract.

The PA will be calculated when the index for the current month increases or decreases more than 5 percent of the base index. The total dollar amount of fuel adjustment will be limited to 5 percent of the Contract Total Amount as bid. If an increase or decrease in costs exceeds 5 percent of the Contract Total Amount as bid, no further adjustment will be made.

Computations for adjustment will be as follows:

$$\text{Percent Change} = [(E - B)/B] \times 100$$

$$\text{PA} = [E - (B \times D)] \times F \times Q$$

Where:

- PA = Amount of the price adjustment
- E = Current monthly index price
- B = Prevailing base index price
- D = 1.05 when increase is over 5%; 0.95 when decrease is over 5%
- F = Applicable fuel adjustment factor from Table TC-7.09
- Q = Quantity of individual units of work

TABLE TC-7.09

COST ADJUSTMENT FACTORS FOR DIESEL FUEL			
CATEGORY	DESCRIPTION	UNITS	FACTOR
A	Sum of Cubic Yards of Excavation in Category 200	Gallons/Cubic Yard	0.29
B	Sum of Structure Concrete in Category 400	Gallons/Cubic Yard	1.892
C	Sum of Aggregate Base in Category 500	Gallons per ton	0.60
D	Sum of HMA in Category 500	Gallons per ton	3.50
E	Sum of Rigid Concrete Pavement in Category 500	Gallons/Cubic Yard	0.95

Any difference between the checked final quantity and the sum of quantities shown on the monthly estimates for any item will be adjusted by the following formula:

$$FPA = [(FCQ \div PRQ) - 1] \times EA$$

Where:

- FPA = Final PA for the item that increased or decreased
- FCQ = Final Checked Quantity of the item
- PRQ = Total Quantity of the item reported on the most recent estimate
- EA = Total PA of the item shown on most recent estimate

(b) Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining the PA.

(1) Payment. The PA will be computed on a monthly basis. PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Diesel Fuel. The item amount will be established by the Administration, and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

The monthly base price for determining a PA for all work performed after the Contract completion date, as revised by an approved time extensions, will be the monthly base price at the time of the Contract completion date (as extended) or at the time the work was performed, whichever is less.

- (2) **Expiration of Contract Time.** When eligible items of work are performed after the expiration of Contract time with assessable liquidated damages, no PA will be made.
- (3) **Final Quantities.** Upon completion of the work and determination of final pay quantities, an adjusting Change Order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities.
- (4) **Inspection of Records.** The Administration reserves the right to inspect the records of the Contractor to ascertain actual pricing and cost information for the diesel fuel used in the performance of the applicable items of work..
- (5) **Additional Work.** When applicable items of work, as specified herein, are added to the Contract as additional work, in accordance with the Contract provisions, no PA will be made for the fluctuations in the cost of diesel fuel unless otherwise approved by the Engineer. The Contractor shall use current fuel costs when preparing required backup data for work to be performed at a negotiated price.
- (6) **Force Account.** Additional work performed on a force account basis, reimbursement for material, equipment, and man-hours as well as overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.



CATEGORY 100
PRELIMINARY

SECTION 103 — ENGINEERS OFFICE

103.03 CONSTRUCTION.

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

INSERT: The following.

103.03.06 Microcomputer System for all Offices.

(a) Desktop Unit.

- (1) IBM compatible with an Intel or AMD processor.
- (2) Minimum microprocessor speed of 3.0 GHz.
- (3) Minimum hard drive storage of 80 GB (gigabyte).
- (4) Minimum of 2 GB RAM (Random Access Memory).
- (5) Enhanced 101 key keyboard with wrist rest.
- (6) Super Video Graphics Accelerator (SVGA).
- (7) Modem 56K BPS, ITU V.92 compliant – required for remote dial-in to the computer to provide MCMS system administration.
- (8) Mouse with mouse pad.
- (9) One CD-RW drive [re-writable CD-ROM].

(b) Operating System. Minimum Microsoft® Windows XP – all Microsoft Windows Critical Updates shall be installed prior to computer set up in the field office.

(c) Video Monitor. Flat-Panel LCD Monitor conforming to Energy Star requirements with a minimum screen size of 17 in.

(d) Printer. B&W Laser Jet Printer with a minimum resolution of 1200 DPI (dots per in.) and a minimum of 8 MB of RAM. Inkjets will not be accepted. Printer shall have a minimum print speed of 15 PPM (pages per minute).

(e) Software.

- (1) Microsoft® Office 2007 Professional for Windows™ or later.
- (2) Symantec® pcAnywhere32 for Windows™ version 12.0 or later.



- (3) Antivirus software shall be installed and configured to perform an automatic update when the microcomputer system connects to the internet. Antivirus software approved for SHA web email: *Norton, McAfee, Sophos, or ETrust.

(*Norton Internet Security includes both Antivirus and a Personal Firewall).

- (f) **Internet Access.** The microcomputer system shall be provided with unlimited Internet service approved by the Engineer. Where available internet high-speed service [DSL or cable] must be provided. With DSL or cable internet service an external Router device and firewall software are required to protect the computer from security intrusions. With DSL a Dual Outlet Modular Adapter [single-line RJ11] will be required to connect the DSL modem and the 56k dial-up modem to the same line.

(g) Accessories.

- (1) Uninterruptible power supply (UPS).
- (2) Standard computer workstation with minimum desk space of 60 X 30 in. and a swivel type office chair, padded with arm rests.
- (3) 8-1/2 X 11 in. xerographic paper to be supplied as needed.
- (4) Toner or ink as needed for printer.
- (5) Maintenance agreement to provide for possible down time.
- (6) Physical security system to deter theft of computer components.
- (7) Three 1GB USB Flash Drive storage devices.
- (8) Blank recordable CD-R media for re-writable CD-ROM drive to be supplied as needed.

(h) Notes.

- (1) The microcomputer system shall be completely set up ready for use on or before the day the Engineers office is to be occupied.
- (2) All software stated above shall be supplied on original disks with manuals and be retained in the construction field office for the duration of the Contract.
- (3) If for any reason the system fails to operate, the system shall be replaced or repaired within 48 hours.

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

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

TEMPORARY LANE OR SHOULDER CLOSURE SCHEDULE			
ROADWAY	# LANE(S) / SHOULDER CAN BE CLOSED	DAY OF THE WEEK	CLOSURE PERIOD (TIME OF DAY)
MD 404 from East of Tuckahoe Creek to East of MD 480		Sunday	No Work
	One	Monday and the day after specified Holiday	12 Noon to 4 PM
	One	Tuesday to Thursday	8 AM to 4 PM
	One	Friday and day before specified Holiday	8 AM to 12Noon
		Saturday	No Work

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

When closing or opening a lane on freeways, expressways, and roadways with posted speed ≥ 55 mph, a work vehicle shall be closely followed by a protection vehicle (PV) during installation and removal of temporary traffic control devices. The PV shall consist of a work vehicle with approved flashing lights, 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.

Existing Railroad Bridge Demolition Work Restrictions:

The contractor shall notify The State Highway Administration (SHA) two (2) weeks prior to the anticipated road closure, giving SHA ample time to notify the public of the pending road closure and to coordinate with CHART and/ or Office of Traffic and Safety (OOTs) for detour messages to be posted at the Delaware state line as well as along US 50 at the Bay Bridge.

The contractor shall close the MD404 roadway and install / maintain temporary roadway signs as indicated in the proposed detour plans prior and during demolition process of the existing railroad bridge unless otherwise noted or as approved by the Engineer.

A. BRIDGE REMOVAL

The bridge removal activities shall include, the demolition and removal of the bridge structure meeting specifications stated below and the restoring of seed, mulch, and sod, within SHA's right-of-way and the temporary construction easement granted SHA by the MTA.

1. Rail and joint bars **shall not be cut with a torch**. Bolts and nuts may be cut with a torch or unscrewed as long as the joint bars and rails are not damaged.
2. Rail and joint bars shall not be dropped. The Contractor shall handle rails and joint bars carefully to avoid damaging them.
3. The Contractor shall deliver the rail and joint bars to a site on MD&DE, specified by MTA or MD&DE.
4. Railroad ties shall be presumed to contain creosote and shall be disposed of in accordance with environmental regulations.
5. The bridge steel shall be checked for lead paint. Occupational safety and health and environmental regulations regarding handling and disposing of steel with lead paint shall be followed.
10. Construction safety requirements, including those on the use of cranes shall be followed.

Other than rail and joint bars, the bridge materials shall become the property of the Contractor.

This demolition is allowed to take place only during a designated week (This date will be provided by SHA later on) and only Monday through Friday of that week between the hours of 8 P.M and 5 A.M of that day. The contractor shall not exceed the one week designated to demolish / transport the existing railroad bridge. The contractor shall demolish only the bridge superstructure, and the two existing bridge piers that need to be removed only to the top of the existing roadway surface. The contractor shall not remove / expose the existing foundation of those piers, but shall start the removal at the top of the existing roadway surface.

Any damage to the existing roadway features within the railroad area shall be replaced at the contractor's own expense. Such existing features do include but not limited to, roadway signage, roadway w-beam traffic barriers, roadway drainage system, landscape and other existing roadway items. If the roadway is damaged during demolition process, providing roadway pavement patching and roadway resurfacing shall be done at the contractor's own expense.

The contractor shall make the roadway accessible during any community emergency need. The contractor shall perform all the demolitions during night time only and within the above designated hours.

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.

SPECIAL PROVISIONS
104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. CO3235168
5 of 5

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

CONTRACT NO. CO3235168

104.11 — TEMPORARY PAVEMENT MARKINGS

1 of 2

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

166 **DELETE**: Section 104.11 TEMPORARY PAVEMENT MARKINGS. in its entirety.

INSERT: The following.

104.11 TEMPORARY PAVEMENT MARKINGS.

104.11.01 DESCRIPTION. Furnish, install, and remove temporary pavement markings as specified in the Contract Documents or as directed by the Engineer. These markings shall include lines, letters, numbers, arrows, and symbols.

104.11.02 MATERIALS.

Removable Preformed Pavement Marking Material	Refer to the
Nontoxic Lead Free Waterborne Pavement Markings	Contract Documents
Black Out Tape	QPL

104.11.03 CONSTRUCTION.

104.11.03.01 Quality Assurance/Quality Control. Quality control testing shall be completed by the Contractor's Administration certified technicians. The Engineer will complete the quality assurance checks in conformance with MSMT 729 by performing the Nighttime Visibility Evaluations.

104.11.03.02 Warranty Period. The Contractor shall maintain and be responsible for any defects in the pavement markings for a period of 180 days from the date of application. The Contractor shall replace the pavement markings as necessary within this period as directed by the Engineer at no additional cost to the Administration. Refer to GP-5.11.

104.11.03.02 Application and Removal. The pavement markings shall be applied in conformance with the manufacturer's recommendations and the Contract Documents. Markings shall be applied in the same direction as the flow of traffic. The markings shall be located as specified in the Contract Documents or as directed by the Engineer.

Pavement markings may be applied to either new or existing paved surfaces. When applied to newly paved surfaces, the markings shall be placed before traffic is allowed on the pavement. Nontoxic lead free waterborne pavement markings shall be used for all temporary pavement markings except for the final surface. However, the Contractor may use removable preformed pavement markings at no additional cost to the Administration.

When at the "end of season", the temperatures are too low to allow the placement of removable tape on the final surface, a written exception request may be submitted to the Engineer to allow the use of nontoxic lead free waterborne paint in lieu of removable tape until the following striping season.

When it is appropriate to shift lanes, all nonapplicable pavement markings within the travel way and adjacent to the travel way as directed by the Engineer shall be completely removed.

SPECIAL PROVISIONS

CONTRACT NO. CO3235168

104.11 — TEMPORARY PAVEMENT MARKINGS

2 of 2

Surface Condition. Prior to application of pavement markings, the pavement surface shall be clean, dry, and free of all contaminants, including curing compound, dirt, and loose particles. Residual pavement markings shall be removed. Loose or poorly constructed markings shall also be removed.

Pavement Marking Removal. All removable preformed pavement markings shall be completely removed prior to application of the permanent markings. On stage construction or final surfaces of portland cement concrete pavements, any objectionable adhesive residue shall be removed by water blasting or other methods as may be approved by the Engineer. Open flame is prohibited to remove adhesive residue, or any pavement markings. The Contractor shall remove all nonapplicable pavement markings so that there is no damage to the existing or final surface.

Retroreflectance. The initial retroreflectance readings for temporary pavement markings shall be a minimum of 250 and 150 millicandellas/lux/square meter for white and yellow, respectively. The Engineer will monitor the pavement markings in conformance with MSMT 729 during the Contractor's 180 day period of responsibility.

104.11.04 MEASUREMENT AND PAYMENT. Payment for Removable Preformed Pavement Markings, Removal of Removable Preformed Pavement Markings, Nontoxic Lead Free Waterborne Pavement Marking Paint, and the Removal of Existing Pavement Markings will be measured and paid for using one or more of the items listed below and as specified in the Contract Documents.

The payment will be full compensation for furnishing, placing, complete removal of lines, letters, numbers, arrows, symbols, and the removal of all residue. In addition, payment will cover maintenance and replacement during the 180 day period, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Removal and replacement of temporary pavement markings required beyond the 180 day period will be measured and paid for at the Contract unit price for the pertinent temporary pavement marking item.

Temporary markings replaced during the 180 day period as a result of plowing (as determined by the Engineer) will be paid for at the Contract unit price for the pertinent temporary marking item.

- (a) Nontoxic Lead Free Waterborne Pavement Marking Paint-in width specified-per linear foot.
- (b) Removable Preformed Pavement Line Markings-in width specified-per linear foot.
- (c) Removable Preformed Letters, Symbols, Arrows, and Numbers per each.
- (d) Removal of Removable Preformed Pavement Markings-any width-per linear foot.
- (e) Removal of Removable Preformed Letters, Symbols, Arrows and Numbers per each.
- (f) Removal of Existing Pavement Line Markings-any width per linear foot.
- (g) Removal of Existing Letters, Symbols, Arrows, and Numbers per each.
- (h) Black Out Tape Lines-in width specified-per linear foot.
- (i) Removal of Black Out Tape Lines-any width-per linear foot.

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.21 CELLULAR TELEPHONES.

104.21.01 DESCRIPTION. Furnish and maintain **3** new or like new cellular telephones for use by the appropriate Administration personnel. Each telephone shall be furnished with a hands-free device and be delivered to the Engineer at time of Notice to Proceed, fully activated and operational. They shall remain operational until returned to the Contractor at final acceptance of the entire project in conformance with GP-5.13.

104.21.02 MATERIALS.

Cellular Telephones

As approved by the Engineer

104.21.03 CONSTRUCTION. Not applicable.

104.21.04 MEASUREMENT AND PAYMENT. The number of cellular telephones required for this Contract is **THREE (3)**. The cellular telephones will not be measured but will be incidental to the Contract price for Maintenance of Traffic unless otherwise specified in the Contract Documents. The payment will be full compensation for furnishing the telephones and hands-free devices, activation fees, battery replacement, monthly service fees, extended coverage charges, air time (peak and nonpeak time per minute), roaming rates, long distance fees in conformance with the schedules provided, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. If any of the telephones become defective, are stolen, or for any other reasons do not function as intended, they shall be replaced in-kind at no additional cost to the Administration. Nonfunctioning or stolen telephones shall be replaced within eight hours after the Contractor is notified by the Engineer.

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

CATEGORY 200
GRADING

SECTION 203 — BORROW EXCAVATION

203.01.02 Notice to Contractor —Borrow Pits.

225 **ADD:** After the first paragraph.

This project is located in Caroline County. The following conditions applicable to the county or city shall be complied with and documented.

DISTRICT 1

Dorchester (DO) County

Site plan approved by Soil Conservation District.
Grading permit from County Highway Department (except City of Cambridge).
Planning and Zoning approval for use.
Critical Areas approval (if applicable).
Inspection by County.

Somerset (SO) County

Site plan approved by Soil Conservation District.
Grading Permit from the County.
Land Use permit.
Critical Areas approval by Planning and Zoning (if applicable).
Inspection by SHA.

Wicomico (WI) County

Site plan approved by Soil Conservation District.
Certificate of compliance with Planning and Zoning if located in Critical Area.
Inspection by SHA.

Worcester (WO) County

Site plan approved by Soil Conservation District.
Critical areas approved by Planning and Zoning (if applicable).
Inspection by SHA.

DISTRICT 2

Caroline (CO), Cecil (CE), Queen Anne's (QA) and Talbot (TA) Counties

Site plan approved by Soil Conservation District.
Planning and Zoning approval.
Critical Areas approval (if applicable).
Inspection by SHA.

Kent (KE) County

Site plan approved by Soil Conservation District.
Grading permit.
Planning and Zoning approval.
Critical Areas approval (if applicable).
Inspection by SHA.

DISTRICT 3

Montgomery (MO) County

Sediment control permit and plan approval by County
Department of Environmental Protection, Division of
Water Resources Management, Storm Water Management Section/Sediment
Control.

Approval by Maryland National Capital Park and Planning Commission (if
applicable).

Inspection by County.

Prince Georges (PG) County

Site Plan approved by Soil Conservation District.

County Grading Permit.

Tree conservation plan approval by Maryland National Capital Park and
Planning Commission (if applicable).

Critical Areas approval (if applicable).

Payment of all pertinent county fees and/or securing of county required bonding.

Inspection by SHA with oversight by County.

DISTRICT 4

Baltimore (BA) County

Site Plan approved by the Department of Environmental Protection and the Soil
Conservation District.

County Grading Permit.

Critical Areas approval by the Department of Environmental Protection and
Resource Management (if applicable).

Inspection by County.

Harford (HA) County

Site Plan approved by Soil Conservation District.

County Grading Permit.

Critical Areas approval (if applicable).

Inspection by County.

DISTRICT 5

Anne Arundel (AA) County

Site Plan approved by Soil Conservation District.

Planning and zoning approval - special exception required.

Grading plan issued by the County Department of Inspections and Permits.

Critical Areas approval (if applicable).

Inspection by County and SHA.

Calvert (CA) County

Site Plan approved by Soil Conservation District.

Grading plan issued by the County after a mining permit or exemption is issued.

Critical Areas approval (if applicable).

Inspection by SHA.

Charles (CH) County
Site Plan approved by Soil Conservation District.
Special exception granted by the County.
Critical Areas approval (if applicable).
Inspection by SHA.

St. Marys (SM) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Critical Areas approval (if applicable).
Inspection by SHA.

DISTRICT 6

Allegany (AL) County
Site plan approved by Soil Conservation District.
Informational copy of plans to County Planning and Zoning Commission.
Inspection by SHA.

Garrett (GA) and Washington (WA) Counties
Site plan approval by Soil Conservation District.
Inspection by SHA.

DISTRICT 7

Carroll (CL) County
Site plan approved by County Planning Commission.
Sediment control plan approval by Soil Conservation District.
County Grading Permit.
Inspection by County.

Frederick (FR) County
Site plan approved by Soil Conservation District.
County Grading Permit.
Inspection by SHA.

Howard (HO) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Inspection by County.

BALTIMORE CITY (BC)

Site plan approved Baltimore City Department of Public Works (BCDPW).
Inspection by BCDPW.

STATE AND FEDERAL PROPERTY

Borrow pits located on state and federal property are subject to Maryland Department of the Environment approval.
Inspection by SHA.

CATEGORY 300
DRAINAGE

SECTION 308 — EROSION AND SEDIMENT
CONTROL

308.01 DESCRIPTION.

308.01.04 Incentive/Liquidated Damages Payments.

Delete: The entire paragraph.

INSERT: The following.

The total incentive awarded for this Contract will not exceed \$33,000. The rating quarter incentive payment for this contract is \$1,500. A final incentive payment for this contract is \$16,500 less the total quarterly incentives paid during a contract extension.

For each day that the project has a 'D' rating, liquidated damages will be imposed in the amount of \$6,582 per day. Failure to upgrade the project to the minimum of a 'B' rating within 72 hours will result in the project being rated 'F'.

For each day that the project has an 'F' rating, liquidated damages will be imposed in the amount of \$7,574 per day.



CATEGORY 500
PAVING

SECTION 504 — HOT MIX ASPHALT PAVEMENT

504.04 MEASUREMENT AND PAYMENT.

479 **DELETE**: 504.04.02 Payment Adjustments for Pavement Density and Hot Mix Asphalt Mixture in its entirety.

INSERT: The following.

504.04.02 Payment Adjustments for Pavement Density and Hot Mix Asphalt Mixture.

The asphalt binder adjustment price for this contract is **\$9,364.91**.



TABLE 504A		
Dense Graded HMA Mixes – Percent of Maximum Density		
Lot Average % Minimum	No Individual Sublot Below %*	Pay Factor
94.0	94.0	1.050
93.8	93.7	1.045
93.6	93.4	1.040
93.4	93.1	1.035
93.2	92.8	1.030
93.0	92.5	1.025
92.8	92.2	1.020
92.6	91.9	1.015
92.4	91.6	1.010
92.2	91.3	1.005
92.0	91.0	1.000
91.8	90.8	0.990
91.6	90.6	0.980
91.4	90.4	0.970
91.2	90.2	0.960
91.0	90.0	0.950
90.8	89.8	0.940
90.6	89.6	0.930
90.4	89.4	0.920
90.2	89.2	0.910
90.0	89.0	0.900
89.8	88.8	0.890
89.6	88.6	0.880
89.4	88.4	0.870
89.2	88.2	0.860
89.0	88.0	0.850
88.8	87.8	0.840
88.6	87.6	0.830
88.4	87.4	0.820
88.2	87.2	0.810
88.0	87.0	0.800
Less than 88.0	87.0	0.750 or rejected by Engineer

Note 1: When any test data is above 97.0, the lot may be rejected per the Engineer. When not rejected, the lot will receive a pay adjustment in accordance with the following:

- (a) When the density lot average is above 97.5, the pay factor = 0.750
- (b) When 3 subplot densities are above 97.0, the pay factor = 0.950
- (c) When 4 or more subplot densities are above 97.5, the pay factor = 0.750

Note 2: Pay incentive or pay disincentive will not be paid for placements identified as wedge/level courses or thin lift courses.

*Note 3: When the Contractor's core specific gravity data does not compare with the Administration's core specific gravity data, only the Administration's single subplot values and lot average value will be used in acceptance decision.

*Note 4: The average subplot values and the lot average will be used in acceptance decision.

Acceptance of a mixture lot will be in conformance with Sections 904, 915, and MSMT 735. A composite pay factor (CPF) for asphalt content and gradation will be based on the total estimated percent of the lot that is within Specification limits as computed using the quality level analysis in conformance with MSMT 735.

Payment adjustments will be computed as follows:

$$\text{Density Lot Payment Adjustment} = (\text{DF} - 1) \times (\text{CP}) \times (\text{TL})$$

$$\text{Mix Design Lot Payment Adjustment} = (\text{MF} - 1) \times (\text{CP}) \times (\text{TL})$$

where:

- DF = Density pay factor from Table 504A
- MF = Mixture pay factor $[0.55 + (0.5 \times \text{CMPWSL})]$
Refer to MSMT 735 for CMPWSL.
- CP = Contract unit price
- TL = Applicable tonnage per lot

An in-place density lot containing material with a pay factor of less than 1.000 may be accepted at the reduced pay factor, provided the pay factor for density is at least 0.800 and there are no isolated defects.

A mixture lot containing material with a pay factor of less than 1.000 may be accepted at the reduced pay factor, provided the composite pay factor for asphalt content and grading is at least 0.750 and there are no isolated defects.

An in-place density lot containing nonconforming material that fails to obtain at least a 0.800 pay factor and a mixture lot containing nonconforming material that fails to obtain at least a 0.750 pay factor for asphalt content and gradation will be evaluated to determine acceptance. Any lot that is rejected shall be replaced.

When less than five Quality Control or Quality Assurance samples per in-place density lot have been obtained, the lot will not be evaluated for incentive payment.

When less than three mix samples have been obtained at the time of the acceptance sampling or at the time a lot is terminated, the Engineer will determine if the material in a shortened lot will be considered a part of the previous lot or whether it will be accepted based on the individual test data.

CATEGORY 500
PAVING

SECTION 553 — LEAD FREE REFLECTIVE THERMOPLASTIC
PAVEMENT MARKINGS

553.01 DESCRIPTION. Prepare and apply lead free reflective thermoplastic pavement markings to roadway surfaces as specified in the Contract Documents or as directed by the Engineer.

553.02 MATERIALS.

Lead Free Reflective Thermoplastic Pavement Markings 951.02

553.03 CONSTRUCTION.

553.03.01 Quality Assurance/Quality Control. Refer to 549.03.01.

553.03.02 Application Equipment. An oil or air jacketed kettle shall be utilized for uniform melting and heating of the thermoplastic material. The kettle shall provide continuous mixing and agitation of the material. The kettle and the applicator shall be equipped with an automatic thermostatic device to provide positive temperature control.

The equipment shall be constructed so that all mixing and conveying parts, up to and including the application apparatus, maintains the material at the specified temperature. Conveying parts of the applicator between the reservoir and the application apparatus shall be constructed to prevent clogging and accumulation. The applicator shall be capable of containing a minimum of 600 lb of molten thermoplastic material.

The kettle and applicator shall be constructed and arranged to conform to the requirements of the National Board of Fire Underwriters (NBFU), the National Fire Protection Association (NFPA), and State and local authorities.

Temperature gauges shall be calibrated every six months and a copy of the calibration certification shall be submitted to the Engineer.

The applicator shall apply the surface dressing beads to the molten thermoplastic marking by means of a pressurized bead dispenser or other mechanical conveying method not dependent upon gravity for uniform application. The bead dispenser shall be equipped with an automatic cutoff system that will stop the flow of the thermoplastic material whenever there is a disruption in the application of the beads so that all markings placed shall be covered with a uniform layer of surface dressing beads.

Application equipment shall be capable of applying the markings at multiple width settings ranging from 4 to 12 in. as specified in the Contract Documents.

The applicator shall provide a method for cleanly cutting off stripe ends and shall be capable of applying all longitudinal pavement markings.

The equipment shall be mobile and maneuverable to the extent that straight lines can be followed and all standard curves can be made in true arcs.

All parts of the equipment shall be thoroughly cleaned of foreign material or different colored material prior to the introduction of a new batch of thermoplastic material.

553.03.03 Cleaning Pavement Surfaces. Refer to 549.03.02.

553.03.04 Application. The ambient and surface temperatures shall be at least 50 F and rising at the time of application.

Thermoplastic pavement markings shall be sprayed onto the pavement surface. Only the spray method of application shall be permitted. Gore areas, crosswalks, small intersections, roundabouts, and other areas which preclude the application of the markings with truck mounted equipment will be exempt from the spray application requirement.

Thermoplastic pavement markings shall conform to the following:

- (a) **Temperature.** The molten material temperature shall be between 400 and 440 F unless otherwise recommended by the manufacturer, and approved by the Engineer.
- (b) **Primer.** A primer shall be used if thermoplastic is applied to portland cement concrete. Any primer used shall be compatible with the thermoplastic material.
- (c) **Thickness.** The pavement markings shall yield a solid thickness range of 80 to 95 mils above the roadway surface across the middle two-thirds of the line width when tested as specified in MSMT 729. Variation from this range will be used for the price adjustment specified in 553.04.01.
- (d) **Glass Beads.** Glass beads shall be uniformly applied to the surface of the molten thermoplastic at the minimum rate of 7 to 9 lb/100 ft², as specified in MSMT 729.
- (e) **Color.** The color of the dry markings shall match Federal Standard 595 (13538 - yellow or 17886 - white). The Contractor shall supply the specified color chips for the Engineer's use to visually determine that the thermoplastic material matches the specified color.
- (f) **Retroreflectance.** Refer to 549.03.03(h). The millicandellas/lux/square meter values taken anytime within the first 30 days shall conform to the following:

RETROREFLECTANCE

COLOR	RETROREFLECTIVITY	CORRECTIVE ACTION
White	equal to or greater than 250	None
Yellow	equal to or greater than 150	
White	less than 250	Necessary corrective actions, including grinding if necessary, and re-tracing
Yellow	less than 150	

(g) **Width.** Refer to 549.03.03(e).

(h) **Alignment.** Refer to 549.03.03(f).

SPECIAL PROVISIONS
553 — LEAD FREE THERMOPLASTIC MARKINGS

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(i) **Layout Markings.** Refer to 549.03.03(i).

553.03.05 Quality Control Test Strip. Refer to 549.03.04.

553.03.06 Responsibility. Section 549.

553.03.07 Observation Period. Section 549.

553.04 MEASUREMENT AND PAYMENT. Refer to 549.04. The reflectometer will become the property of the Contractor at the completion of the project.

553.04.01 Price Adjustment for Film Thickness. The unit price for Lead Free Reflective Thermoplastic Pavement Markings will be per striped linear foot based on MSMT 729 calculations for thickness, and will be adjusted in conformance with the following:

MIL THICKNESS	PERCENT OF PAYMENT - UNIT PRICE
80 – 95 (a)(b)	100
75 – 79	90
70 – 74	88
65 – 69	82
60 – 64	72
Less than 60	Retrace to achieve a thickness of 80 to 95 mils. Retrace thickness shall be 30 mils min (b).

(a) The Engineer may require the Contractor to remove excess material thickness.

(b) Removal of excess material and retracing pavement markings shall be performed at no additional cost to the Administration.

CATEGORY 500

PAVING

RUBBLIZING OF PORTLAND CEMENT CONCRETE PAVEMENTS

01 DESCRIPTION. This work shall consist of removal of existing HMA overlay to top of the concrete pavement, rubblizing of Portland Cement Concrete pavement, destroying the bond between the concrete and the reinforcement, and severing the load transfer steel within the project limits and as directed by the Engineer.

02 MATERIALS. Materials shall conform to the following:

Aggregate Filler

M 43, Size No. 10

03 CONSTRUCTION.

03.01 Equipment. Two types of construction equipments may be used to rubblize the pavement:

- a. Self Contained, self propelled pavement breaking machines with multiple impact hammers directly adjacent to each other. Each hammer shall be capable of lifting and falling in an independent adjustable, random sequence, and to vary the force of impact. Each individual hammer shall not exceed 1200 pounds in weight, except wing-hammer weights shall not exceed 1500 pounds. The breaking width may vary depending on the desired width of each rubblizing pass.
- b. Self Contained, self propelled pavement braking machines that use a resonant frequency to produce low amplitude breaking force of approximately 2000 pounds at an impact rate of not less than 44 blows per second.

03.02 Dust Control. The equipment used for rubblizing shall contain a water system capable of suppressing the dust generated by the operation.

03.03 Sequence of Operations. Rubblizing operations shall be scheduled after widening or shoulder work has progressed to the elevation of the existing PCC pavement after all HMA layers have been removed. Longitudinal underdrains, including proper outletting based on drainage plans, shall be installed along the outer edges of the pavement at least 2 weeks prior to the beginning of rubblization operations. The Contractor shall ensure that rubblization operations shall not damage the longitudinal underdrains. Any longitudinal underdrains damaged due to the rubblization operations shall be replaced by the Contractor at no cost to the Administration. Rubblizing shall begin at the edge of the PCC pavement, and proceed to the center of the pavement.

03.04 Rubblized Particle Size Restrictions. Existing PCC pavement shall be broken full depth to produce fractured material ranging in size from sand sized to a maximum of 10 in., with the majority of particles being 2 to 8 in. If reinforcement is present, not more than 20 percent of the material below the reinforcement shall be larger than 10 in. The Contractor shall continuously monitor the operation and shall make adjustments in the striking pattern, striking energy, number of passes or other factors as necessary to achieve an acceptable rubblizing pattern throughout the project.

03.05 Test Section. Prior to the rubblizing operations, the Engineer will designate a test section 200 ft long by one lane wide within the project limits. The Contractor shall rubblize this test section, using varying techniques, until a pattern is established that fractures the pavement to the sizes specified. A minimum of two randomly selected areas within the test section, full depth and approximately 4 feet X 6 feet each, shall be removed. The Engineer will inspect these areas to verify compliance with the size requirements. Once a pattern is established and approved by the Engineer, it shall be used to break the remainder of the pavement on the project. Random samples shall be taken in order to verify the sizes of broken concrete. Inspection sites shall be restored with filler aggregate and compacted as directed by the engineer.

03.06 Existing Steel Reinforcement and Joints. Steel reinforcement, when present, shall be debonded from the concrete to allow the rubblized pavement to function as an unbound aggregate base. Embedded reinforcement shall be left in place. Any reinforcement protruding above the surface as a result of rubblizing or compaction operations shall be cut off below the surface and removed from the site at no additional cost to the Administration.

Load transfer devices such as dowel bars shall be severed at existing joints prior to rubblization. All loose joint fillers, expansion materials, or other similar materials shall be removed from the rubblized surface.

03.07 Full-Depth HMA Patches. If full-depth HMA patches are encountered in the areas marked for rubblization, they shall be left in place. All loose HMA patching material shall be removed, and the voids shall be filled with new aggregate conforming to the material requirements listed above and struck off level with the surrounding area. Any area filled with new aggregate shall be compacted with the same roller and compactive effort as described in 03.10 below.

03.08 Pipes and Utilities. Pipes and underground utilities within the limits specified for rubblization must be identified, and the overlying concrete pavement shall be excluded from the rubblizing operation. A relief joint shall be sawcut full-depth to a distance of 3 feet beyond each edge of the pipe or utility, and the concrete pavement shall be removed and backfilled with new aggregate conforming to the material requirements listed above and struck off level with the surrounding area. Any area filled with new aggregate shall be compacted with the same roller and compactive effort as described in 03.10 below.

03.09 Weather Restrictions. When precipitation has occurred during the previous 24 hours, the Engineer will determine if the subgrade is sufficiently dry to conduct rubblization activities.

03.10 Compaction. Following the rubblizing operation, the broken concrete base shall be compacted by means of vibratory steel wheel and pneumatic-tired rollers in the following sequence and the minimum number of passes required: Two initial passes with a vibratory roller, followed by two passes with a pneumatic-tired roller, and then four passes with a vibratory roller. Additional number of passes to achieve a well-compacted surface shall be directed by the Engineer. When a multiple headed impact hammer is used, a Z-pattern grid cladding bolted to the surface of the drum of the vibratory roller shall be used for the first two passes. Each roller shall have a nominal gross weight of not less than 10 tons. Vibratory rollers shall be operated in the maximum vibration mode. Rollers shall be operated at a speed not to exceed 6ft per second. Any deviation from the design grade elevation of 1 in. or greater in depth resulting from the compaction or rubblizing, shall be filled with aggregate filler conforming to the material requirements listed above and struck off level with the surrounding area. The aggregate filler shall be placed on top of the rubblized PCC before placing the HMA pavement section. Any area filled with aggregate filler shall be compacted with the same roller and compactive effort previously described. Rubblization shall be performed in the following areas, and as directed by the Project Engineer:

STA 426+50 ± to 440+50 ±
STA 448+50 ± to 473+50 ±

The following locations shall be excluded from the rubblization operations and full-depth reconstruction shall be performed, as shown in the plans, and as directed by the Project Engineer:

STA 416+00 ± to 426+50 ±
STA 440+50 ± to 448+50 ±

03.11 Traffic Restrictions. No traffic, including non-essential construction traffic, shall be allowed on the rubblized pavement surface. Traffic on the rubblized base may disturb the interlock between fractured pieces, cause subgrade intrusion in areas of soft soils, and affect grade control, requiring complete removal and replacement of the rubblized base.

04.0 MEASUREMENT AND PAYMENT. Rubblizing of Portland Cement Concrete Pavements will be measured and paid for at the contract unit price per square yard. The payment will be full compensation for the test section, removal of asphalt layers, removal of Portland cement concrete layer above utilities and pipes, rubblizing, water for dust control, compaction of broken PCC, capping borrow, aggregate filler, compaction of aggregate filler, removal of reinforcement and dowel bars, removal of any loose joint fillers and expansion materials, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. No payment shall be made for the replacement of any longitudinal underdrains damaged due to the rubblization operations. The complete removal of the existing PCC slab at locations mentioned in this specification shall be paid for under the pertinent class of excavation as outlined in SP 201 – Roadway Excavation.

CATEGORY 800
TRAFFIC

MAST ARMS AND MAST ARM POLES -
SINGLE, TWIN AND TRIPLE

DESCRIPTION. Furnish and install galvanized traffic signal mast arms and mast arm poles at locations specified in the Contract Document or as directed by the Engineer.

MATERIALS. Design shall meet the 2001 edition of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals except as noted. All welding shall conform to American Welding Society (AWS) Structural Welding Code D1.1 - Steel, Tubular Structures.

Each mast arm(s) and mast arm pole structure furnished shall consist of a design from a steel pole shaft with a steel base plate and flange plate, steel mast arm shaft(s) with steel flange plate(s), four flange bolts per mast arm, four anchor bolts and miscellaneous hardware.

- (a) Manufacture the mast arms and mast arm poles from steel tubing conforming to A 595 Grade A or equal. Each mast arm and mast arm pole shall be fabricated of one length and shall have one longitudinal weld, parallel to the long axis of the mast arm or mast arm pole, with no transverse welds. Finish the longitudinal weld to form a smooth outside surface and the wall of the mast arms and mast arm poles shall be of uniform thickness including the welded area. The mast arms and mast arm poles shall be round or multi-sided (8 sides or more) in cross section and be uniformly tapered from butt to tip with a 1 in. reduction in diameter for each 7 ft in length (0.14 in./ ft). Mast arms shall be of two piece design for all mast arms 50 ft and 60 ft in length. Mast arms shall be of three piece design for all mast arms 70 ft in length. Any combination of two piece of 50 ft and 60 ft arms of the same butt diameter shall fit together and any combination of two or three piece of 60 ft and 70 ft mast arms in sequence shall fit together. The bolted splice for two or three piece mast arms shall be as specified in the Contract Document.
- (1) 50 ft mast arms shall have a butt section 30 ft in length.
 - (2) 60 ft and 70 ft mast arms shall have a butt section of 35 ft in length.
 - (3) 38 ft single piece mast arms shall be 9 in. outside diameter at the flange plate and made of 7 gauge (0.179 in.) thickness steel.

- (4) 50 ft two piece mast arm butt sections shall be 10 in. outside diameter at the flange plate and made of 3 gauge (0.250 in.) thickness steel.
 - (5) 60 ft two piece and 70 ft three piece mast arm butt sections shall be 12.5 in. outside diameter at the flange plate and made of 3 gauge (0.250 in.) thickness steel.
 - (6) All extension sections of two and three piece mast arms shall be made of 7 gauge (0.179 in.) thickness steel.
 - (7) Single 27 ft mast arm pole designed with a 38 ft mast arm length shall be 12 in. outside diameter at the base plate and made of 7 gauge (0.179 in.) thickness steel.
 - (8) Single 27 ft mast arm pole designed with a 50 ft mast arm length shall be 13 in. outside diameter at the base plate and made of 3 gauge (0.250 in.) thickness steel.
 - (9) Single 27 ft mast arm pole designed with 60 ft or 70 ft mast arm lengths shall be 15 in. outside diameter at the base plate and made of zero gauge (0.312 in.) thickness steel.
 - (10) Twin 27 ft mast arm poles designed with 50 ft mast arm lengths shall be 13 in. outside diameter at the base plate base and made of 3 gauge (0.250 in.) thickness steel.
 - (11) Twin 27 ft mast arm poles designed with mast arm lengths for one mast arm of 50 ft and the remaining mast arm of 60 ft or 70 ft shall be 15 in. outside diameter at the base plate and made of zero gauge (0.312 in.) thickness steel.
 - (12) Triple 27 ft mast arm pole designed with mast arm lengths for one mast arm of 38 ft, second mast arm of 60 or 70 ft and the third mast arm of 50 ft shall have 15 in. outside diameter at the base plate and made of zero gauge (0.312 in.) thickness steel.
- (b) The material for mast arm pole base plate shall conform to A 709, Grade 36 and shall be of sufficient size and strength. Secure the base plate to the lower end of the mast arm pole by two continuous electric arc welds. The base plate must telescope the mast arm pole with one weld on the inside of the base plate at the end of the mast arm pole shaft. Locate the remaining weld on the outside of the base plate, around the circumference of the mast arm pole. The weld connection shall develop the full strength of the adjacent mast arm pole shaft to resist bending action. Fabricate all base plates with the holes for anchor bolts to the size and location dimensions as shown on the appropriate detail.

- (c) All mast arms and mast arm poles must be furnished with flange plate(s) as noted in the details. Connect these attachments, including the bolts, in such a manner as to develop the minimum guaranteed yield and ultimate tensile strength for the mast arm and mast arm pole. This assembly shall be capable of transferring the maximum moment being carried by the mast arm without distortion or rotation of the mast arm or the attachment. Connect flange plate(s) by the use of 4 bolts. The size of the plates and bolts shall be as shown in the details. Furnish four (1-1/2 in. O.D.) rubber grommets for each mast arm to accommodate signal heads wiring access.
- (d) Secure the mast arm flange plate to the lower end of the mast arm pole by two continuous electric arc welds. The mast arm flange plate shall telescope the mast arm with one weld located on the inside of the flange plate at the end of the mast arm. Locate the remaining weld on the outside surface of the flange plate around the circumference of the mast arm pole. The weld connections shall develop the full strength of the adjacent mast arm to resist bending action.
- (e) Mast arm flange plates and mast arm pole flange plates surfaces shall be plane to within 1/16 in. and shall be free of any buildup of galvanizing (drips, runs, etc.) which would prevent intimate contact between the connecting surfaces.
- (f) Weld access hole frames into the mast arm pole as detailed in MD 818.11. A galvanized steel cover, conforming to A 709, Grade 36 shall cover the access hole frame. Secure the access hole cover's top to the access hole frame by a hinge fabricated from 0.063 in. stainless steel using a 0.120 in. diameter stainless steel hinge pin. Secure the hinge to the access hole frame with 2 (1/4 in. - 20 UNC) hex head stainless steel bolts. Secure the hinge access hole cover by 2 (1/4 in. - 20 UNC) hex head stainless steel bolts and lock nuts. Provide a slotted opening at the bottom of the access hole cover to allow for attachment of a furnished (1/4 in. - 20 UNC) hex head stainless steel bolt into the access hole frame face.
- (g) A 3/8 in. diameter X 1 in. stud copper servit post for two #6 AWG stranded wire shall be furnished into the bottom of the access hole frame.
- (h) Provide mast arm poles with entrance ways for cable as noted on the appropriate detail. These holes shall be factory drilled and a straight tapped coupling, conforming to Underwriters Laboratory's UL-6 Specification, for 3 in. rigid conduits, shall be installed for each hole. A nipple with a unitized hexagonal fitting and integral inside radius on one end shall then be installed and fully seated on the interior side of the coupling. Location and installation of the coupling shall be as shown in the details.

- (i) Install "J" hooks as follows, located 1 ft above the highest mast arm T dimension.
 - (1) Weld a single "J" hook inside the pole for single mast arm poles.
 - (2) Weld two "J" hooks inside the pole for twin mast arm poles and triple mast arm poles.
- (j) Hot dip galvanize all mast arms, mast arm poles, access hole frames and hardware, except materials manufactured from stainless steel or cast aluminum. The galvanized coating shall conform to the thickness, adherence and quality requirements of A 123 or A 153 for hardware. Chase and clean threaded components after galvanizing. Tap all internally threaded components the minimum amount required to permit assembly on the coated externally threaded fastener. Provide internally threaded components with a lubricant which shall be clean and dry to the touch.
- (k) Furnish each mast arm pole with four removable ornamental anchor bolt covers made of cast aluminum. Bolt holes for attaching the bolt covers to the base plate shall be drilled at the location obtained by following the diagonal line of the base plate until it intersects the bolt circle diameter, then proceeding tangentially from the bolt circle diameter a distance equal to the Anchor Bolt Center to Bolt Slot Center Distance as provided in the MD 818.14. Attachment to the base shall be made using hex head stainless steel bolts (1/4 in.- 20 UNC).
- (l) Furnish each mast arm extension section and mast arm pole with a removable domed cap, fabricated from cast aluminum, circumferentially attached to the outside of the pole shaft or mast arm end with 3 hex head stainless steel bolts (1/4 in.- 20 UNC). All mast arm caps shall have inside diameter one in. Larger than the outside diameter of mast arm end.
- (m) Each mast arm and mast arm pole shall have an identification plate mechanically attached, oriented such that the identification plate may be read from a ground observation position.
 - (1) Single piece mast arms and the butt section of two and three piece mast arms shall have the identification plate attached 6 in. above the flange plate.
 - (2) Each extension section of two and three piece mast arms shall have the identification plate attached 6 in. from the larger diameter end.
 - (3) Poles shall have the identification plate attached 6 in. above the bottom flange plate.
- (n) Insert recessed hub type, galvanized malleable iron plugs flush into all mast arm pole couplings.

SPECIAL PROVISIONS
800-MAST ARMS AND MAST ARM POLES
Anchor Bolts.

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- (a) Make each mast arm pole anchor bolt of steel in accordance with F1554, Grade 55 S1.
- (b) Anchor bolt threads shall be of cut thread design with a minimum 9 in. of threads at the top and bottom.
- (c) The template and anchor plates shall be as shown the contract documents.
- (d) Stamp the diameter of the anchor bolt into the top of the threaded end of each anchor bolt.
- (e) Provide each anchor bolt with two anchor bolt nuts and two flat washers.
 - (1) Anchor bolt nuts shall conform to A 194 grade 2 or 2H or A 563 D or DH.
 - (2) Tap all nuts oversize the minimum amount required to permit assembly on the coated externally threaded fastener.
 - (3) Washers shall conform to F436.
- (f) Hot dip or mechanically galvanize all nuts, washers and the top 12 in. of all anchor bolts. The galvanized coating shall conform to the thickness, adherence and quality requirements of A 123 or A 153 for hardware.

All high strength bolts (of a given length), nuts (of a given size) and washers (of a given diameter) shall be from the same manufacturing lot per each requisition of materials. The use of foreign made fasteners is prohibited!

Alternate Design. Alternate mast arm and mast arm pole designs will be considered provided the following qualifications are observed:

- (a) Alternate mast arm designs may use sectional construction provided each section has a minimum length of 30 ft except for the outer most section.
- (b) Overlap between sections shall be a minimum 18 in.
- (c) Bolt circle diameters shall be as specified in the Contract Document.
- (d) Alternate post designs may be straight (not tapered) sections and shall have a base diameter equal to, or no greater than 1 in. more than, those values shown on the typicals.
- (e) All alternate design must be structurally equivalent to the original design and as approved by the Engineer.

SPECIAL PROVISIONS

800-MAST ARMS AND MAST ARM POLES

CONSTRUCTION

Refer to 818.03

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MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT. Furnish and install poles for mast arm(s) and mast arm(s) will be measured and paid for at the contract unit price per each type of pole and mast arm(s) size as specified in the Contract Document. The payment will be full compensation for furnishing & installing all materials including labor, equipment, materials, tools and incidentals necessary to complete the work.

Anchor bolts will be measured and paid for as specified in section 801.

Tag Details

Single Mast Arm Pole

Mfg:	<u> [1] </u>	Contract. #:	<u> [2] </u>
Pole Height:	<u> [3] </u>		
Arm Sizes:	<u> [4] </u>		
Anchor Bolts:	<u> [5] </u>	Bolt Circle:	<u> [8] </u>
Flange Bolts:	<u> [7] </u>		

One Piece Mast Arm

Mfg:	<u> [1] </u>	Contract #:	<u> [2] </u>
Arm Length:	<u> [6] </u>		
Flange Bolts:	<u> [7] </u>		

Two or three Piece Mast Arm - Butt Section

Mfg:	<u> [1] </u>	Contract #:	<u> [2] </u>
Butt For Arms:	<u> [4] </u>		
Flange Bolts:	<u> [7] </u>		
Connection Bolt:	<u> [9] </u>		

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**Two or three Piece Mast Arm –
Extension Section**

Mfg:	<u>[1]</u>	Contract #:	<u>[2]</u>
Extension Arm:	<u>[6]</u>		
Connection Bolt:	<u>[9]</u>		

**Twin Mast Arm Pole
(Identical Size Flange Plates)**

Mfg:	<u>[1]</u>	Contract #:	<u>[2]</u>
Pole Height:	<u>[3]</u>		
Arm Sizes:	<u>[4]</u>		
Anchor Bolts:	<u>[5]</u>	Bolt Circle:	<u>[8]</u>
Flange Bolts:	<u>[7]</u>		

**Twin Mast Arm Pole
(Different Size Flange Plates)**

Mfg:	<u> [1] </u>	Contract #:	<u> [2] </u>
Pole Height:	<u> [3] </u>		
Left Arm Sizes:	<u> [4] </u>		
Right Arm Sizes:	<u> [4] </u>		
Anchor Bolts:	<u> [5] </u>	Bolt Circle:	<u> [8] </u>
Left Arm Flange Bolts:	<u> [7] </u>		
Right Arm Flange Bolts:	<u> [7] </u>		
Pole Type	<u> [10] </u>		

**Triple Mast Arm Pole
(Different Size Flange Plates)**

Mfg:	<u>[1]</u>	Contract #:	<u>[2]</u>
Pole Height:	<u>[3]</u>		
Left Arm Sizes:	<u>[4]</u>		
Center Arm Sizes:	<u>[4]</u>		
Right Arm Sizes:	<u>[4]</u>		
Anchor Bolts:	<u>[5]</u>	Bolt Circle:	<u>[8]</u>
Left Arm Flange Bolts:	<u>[7]</u>		
Center Arm Flange Bolts:	<u>[7]</u>		
Right Arm Flange Bolts:	<u>[7]</u>		

Tag Reference

- [1] Name of the manufacturer of the mast arm or mast arm pole.
- [2] Administration Contract Number of the mast arm or mast arm pole.
- [3] 27 ft height.

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[4] Mast Arm Size and Orientation¹

<u>Pole Gauge Size</u>	<u>Indicate</u>
7 GA	38'
3 GA	50'
0 GA	60' or 70'

[5] Anchor Bolts

<u>Pole Gauge Size</u>	<u>Indicate</u>
7 GA	1-1/2" x 54" & 2 Washers
3 GA	1-3/4" x 66" & 2 washers
0 GA	2" x 72" & 2 washers

[6] Mast Arm Length

-

<u>Constructed Extension for arm length</u>	<u>Indicate</u>
50'	50'
60'	60'-70'
70'	70'

[7] Flange Bolt Size²

<u>Pole Gauge Size</u>	<u>Indicate</u>
7 GA	1-1/4" x 4" & washer
3 GA	1-1/2" x 5" & washer
0 GA	1-1/4" x 6-1/2" & 2 flat washers & lock washer

¹For twin mast arm poles with identical size flange plates, indicate **L & R** preceding the 50' mast arm size; for twin mast arm poles with different size flange plates, indicate either 50' or 60'-70' mast arm sizes in the corresponding Left Arm Size or Right Arm Size as oriented by the line bisecting the acute angle formed by the two mast arm pole flange plates. For triple mast arm poles with different size flange plates, indicate either 50', 60'-70' or 38' mast arm sizes in the corresponding Left Arm Size, Center Arm Size or Right Arm Size as oriented by the centerline of the mast arm pole center flange plate.

²For twin mast arm poles with identical size flange plates, indicate **L & R** preceding the 1-1/2" x 5" & washer Flange Bolt Size; for twin mast arm poles with different size flange plates, indicate either 1-1/2" x 5" & washer or 1-1/4" x 6-1/2" & 2 flat washers & lock washer flange bolt sizes in the corresponding Left Flange Bolt Size or Right Flange Bolt Size as oriented by the line bisecting the acute angle formed by the two mast arm pole flange plates. For triple mast arm poles with different size flange plates, indicate either 1-1/2" x 5" & washer, 1-1/4" x 6-1/2" & 2 flat washers & lock washer or 1-1/4" x 4" & washer flange bolt sizes in the corresponding Left Flange Bolt Size, Center Flange Bolt Size or Right Flange Bolt size as oriented by the centerline of the mast arm pole center flange plate.

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800-MAST ARMS AND MAST ARM POLES

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[8] Bolt Circle

<u>Pole Gauge Size</u>	<u>Indicate</u>
7 GA	16" Dia.
3 GA	18" Dia.
0 GA	22" Dia.

[9] Connection Bolt Size

<u>Two or three Piece Arm Size</u>	<u>Indicate³</u>
50'	5/8" x Var.
60'	5/8" x Var.
70'	5/8" x Var.

[10] Standard or Alternate Twin.

³Length to be determined by the successful bidder.

**CATEGORY 800
TRAFFIC**

NON-INVASIVE, MAGNETO-INDUCTIVE MICROLOOP DETECTOR

DESCRIPTION. Furnish and install non-invasive, magneto-inductive microloop vehicle detection sensors/probes. Install the sensors/probes as a set or assembly of three (3) per traveled lane.

MATERIALS. All materials and equipment furnished and installed must be new corrosion resistant, and approved by the Engineer. Manufacturer's certifications or certified copies of reports of tests shall be furnished as directed by the Engineer.

CONSTRUCTION.

(a) Vehicle data collection requirements.

- (1) Each non-invasive sensor shall have an inductance change that will allow an appropriately designed, matched inductive loop vehicle detector to detect all licensable vehicles that contain ferromagnetic material. The sensor will detect these vehicles when they are within a travel distance less than one half the height of the ferromagnetic material of the vehicle.
- (2) The non-invasive vehicle sensing assemblies shall consist of three sensors connected in series to a common lead in wire.
- (3) Connect each non-invasive, magneto-inductive vehicle sensing assembly to an appropriately designed, matched inductive loop vehicle detector.
- (4) Optimize traffic data collection or traffic flow parameter measurements across diverse roadway geometry by installing, triple non-invasive sensor assemblies.

(b) Electrical and magnetic requirements

- (1) The non-invasive sensor shall convert changes in the ambient magnetic field to changes in its inductance. An increase in the ambient magnetic field shall result in a decrease in the inductance of the non-invasive sensor, and the inductance change of the non-invasive sensor shall be directly proportional to the changes in the earth's magnetic field.

SPECIAL PROVISIONS

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- (2) The nominal magnitude of the vertical magnetic field over which the non-invasive sensor shall function to specified requirements shall be 200 millioerstads to 800 millioerstads. The non-invasive sensor shall detect reliably and consistently changes in the ambient magnetic field of seven (7) millioerstad or greater when the earth's magnetic field is ≥ 200 millioerstad ($H_{DC}=200$ mOe) and the peak-to-peak amplitude of the applied inductive current is 40 mAmp_{p-p} ($I_{AC} = 40$ mAmp_{p-p}). This requirement defines the sensitivity to be ≥ 2 nanohenries/millioerstad at $H_{DC}=200$ mOe and $I_{AC} = 40$ mAmp_{p-p}.
- (3) The sensor/probe inductance shall be between 50 μ H to 80 μ H. The nominal operating frequency of the probe shall be between 20 kHz and 60 kHz. The non-invasive sensor shall operate with drive currents of 2.5 mAmp_{p-p} to 175 mAmp_{p-p}. The specified electrical and operating requirements shall be maintained over temperatures ranging from -29.9 F to 162.5 F
- (c) **Sensor physical requirements.** The non-invasive sensor shall have a maximum outer diameter of 0.8125 in. and a maximum height of 2.25 in. and shall be suitably sealed for use in 100 percent humidity environments within a conduit. Equipment shall be included to secure the probes in the conduit, ensure proper orientation during installation, and maintain proper orientation through life of the device. The sensors shall have pull chords to facilitate installation and removal from the conduit. The probes shall be designed to be easily assembled on-site without the use of special tools and equipment. The sensors shall be serviceable from adjacent handholes. Installation of sensors shall not disturb roadway surface.
- (d) **Conduit installation requirements.**
- (1) For detection locations that shall require new conduit installation, the conduit shall be a 3 in. conduit consisting of schedule 80 PVC with an inner diameter of 2.9 in. and an outer diameter of 3.5 in. The conduit shall be installed at a nominal centerline depth of 20 in. from the road surface following the roadway crownline. The depth of the conduit centerline from the road surface shall be maintained between 18 and 22 in. over its entire length. The centerline of the conduit shall not deviate horizontally more than required by the application, however, any deviation in conduit alignment shall be less than 0.25 in. per foot. At least one end of the conduit shall terminate at a standard size handhole with a nominal 24 inch diameter and extend three in into the handhole, and the conduit shall have a grade to permit drainage.

SPECIAL PROVISIONS

800-NON-INVASIVE, MAGNETO-INDUCTIVE MICROLOOP DETECTOR

CONTRACT NO. CO3235168

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- (2) The non-invasive probes shall function in 3 in. conduits that have been previously installed at greater than the optimum operational depth stated above. Non-invasive probe installation and alignment for non-optimum pavement depths shall be performed as directed by the Engineer or described in the contract plans.
- (e) **Probe lead-in cable.** The cable leading from each probe set or assembly to the controller shall be included with the probes.

(f) Requirement of verification of proper installation

- (1) Provide a log of the boring depth measured every 2 ft in boring distance.
- (2) Verify that the non-invasive sensor set or assembly and lead-in cable installation meets requirements by measuring the inductance of the non-invasive sensor assembly with a properly designed, matched vehicle detector. The installer shall verify that the installation meets requirements by measuring the DC resistance of the non-invasive sensor assembly with a properly calibrated ohm meter. The installer shall measure the change in inductance of the installed non-invasive sensor assembly using a properly designed, matched vehicle detector when a standard, midsize vehicle is driven directly over the sensor.

Provide a log of the measured inductance, DC resistance and the change in inductance for each installed non-invasive sensor assembly.

- (3) The inductance shall be the sum of probe inductance, inductance of lead-in cable (16.5 μH per 100 ft) and home-run cable (23 μH per 100 ft) and shall be within ± 20 per cent of the calculated inductance. The measured DC resistance shall be the sum of 1.5 ohms per probe, 3.0 ohms per 100 ft of lead-in wire and 2.0 ohms per 100 ft of home-run cable and shall be within $\pm 20\%$ of the calculated DC resistance. The measured change in inductance for a standard midsize vehicle shall be in the range from 120 nH to 1200 nH.

MEASUREMENT OF PAYMENT. Non-invasive Magneto Inductive Vehicle Detectors shall be measured and paid for at the contract unit price per each in the cable length specified. The payment will be full compensation for furnishing and installing one probe set, lead-in cable from the probe set to the field cabinet, probe carrier system, pull rope and all other incidentals. The payment shall be full compensation for all materials, labor, equipment and all other incidentals necessary to complete this work.

Conduit will be measured and paid for as specified in section 805.

SPECIAL PROVISIONS
800 SIGNAL EQUIPMENT TURN ON, PICK UP,
REMOVAL AND MAINTENANCE

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CATEGORY 800
TRAFFIC

**SIGNAL EQUIPMENT TURN ON, PICK UP,
REMOVAL AND MAINTENANCE**

DESCRIPTION. This work shall consist of pick up of Administration furnished materials, removal of existing equipment, and maintenance of existing equipment as specified in the Contract Documents or as directed by the Engineer.

MATERIALS. Not applicable

CONSTRUCTION.

Equipment Turn On. Notify the Engineer and Traffic Operations Division representatives within 10 working days prior to completion of the project to allow the Administration to install any additional traffic control device.

Notify the Engineer and Traffic Operations Division representative five working days prior to the completion of the project to schedule a final inspection and turn-on.

Stakeout, with the Engineer present, the proposed construction as indicated on the plan.

Pick-Up of Administration Furnished Materials. Notify the appropriate OOTS warehouse a minimum of 72 hours in advance of the anticipated pick up or delivery of materials. The OOTS signal and sign warehouses are located at:

7491 Connelley Drive
Hanover, Maryland 21076
Signal Phone 410-787-7667
Sign Phone 410-787-7670

The Contractor shall be responsible for the transportation, labor, equipment, tools and incidentals necessary to obtain and load any Administration furnished materials.

Materials not furnished by the Administration shall be furnished by the Contractor.

Removal and Disposal of Existing Material and Equipment. Remove concrete foundations specified in 207.03.01. All holes caused by this removal shall be backfilled, compacted and restored to surrounding conditions.

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800 SIGNAL EQUIPMENT TURN ON, PICK UP,
REMOVAL AND MAINTENANCE

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Remove all existing hard rubber detectors and handholes not shown on the Plans. The holes shall be backfilled, compacted and restored to surrounding conditions. The sidewalk where handholes are removed shall be reconstructed to the nearest tooled joint or expansion joint. The roadway where hard rubber detectors are removed shall be reconstructed in conformance with Administration utility patch repair standards.

Disconnect existing inductive loop detectors and magnetic detectors not shown on the plans.

Disposal of all material not salvaged. Non-galvanized green painted structures may contain lead and the contractor will be responsible for proper disposal of such material.

Storage of Materials. Materials shall be bundled, stored, and protected in conformance with the manufacturer's recommendations or as approved by the Engineer.

Maintenance of Materials and Equipment. The maintaining agency will continue maintenance of any existing signals until the Contractor places new equipment into operation.

When the work requires adjustments to the traffic control devices to maintain the minimum Administration standards, the adjustments to the traffic control devices shall be made within 4 hours of verbal notification by the Engineer. Failure to comply with this time period will result in the Administration performing adjustment and deducting the cost of the adjustment from the Contractor's payment.

Existing signals shall remain in their original condition until the new signals have been completed, satisfactorily tested and its operation accepted by the Engineer.

Maintain the continuous operation of all vehicular and pedestrian detectors. If any detector is damaged by the Contractor, it shall be repaired within 72 hours after notification by the Engineer.

All traffic signals and existing interconnect cable shall be operational and actuated as specified in the Contract Documents.

Plan the work to minimize interference with any existing traffic control device.

MEASUREMENT AND PAYMENT. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work for one or more of the items specified in the Contract Documents.

Equipment Turn On. Equipment Turn On will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

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REMOVAL AND MAINTENANCE

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Pick-Up of Administration Furnished Materials. Pick-up of Administration furnished materials will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

Removal and Disposal of Existing Signal Material and Equipment. Removal and disposal of existing signal material and equipment will be measured and paid for at the Contract unit lump sum price.

Maintenance of Existing Signal Equipment. Materials storage, cable sealing and handling, adjustments to maintain minimum Administration standards on existing signals made necessary by new signal or geometric modifications and Contractor repair of any damaged detector caused as a result of Contractor's error will not be measured but the cost will be incidental to other pertinent items specified in the Contract Documents.

CATEGORY 800
TRAFFIC

VIDEO TRAFFIC DETECTION

DESCRIPTION. Furnish and install self-contained detection systems that monitor vehicles on a roadway via the machine vision processing of video images, and provide detector outputs to a traffic controller or similar device, as specified in the Contract Documents or as directed by the Engineer.

MATERIALS. Video traffic detection systems, cabinets, and all component parts shall meet the latest edition of the National Electrical Manufacturers Association (NEMA) Standards and Underwriters Laboratory (UL), as applicable.

Permanently engrave serial numbers and model numbers, if available, on all removable components and hardware. The serial number and model number shall either be etched, stamped, or molded. The use of adhesive backed labels is prohibited.

CONSTRUCTION.

System Hardware. The video traffic detection system shall consist of:

- (a) A Video Detection Camera consisting of an integrated imaging CCD array with optics, image-processing hardware and a general-purpose CPU bundled into a sealed enclosure (hereinafter referred to as the Machine Vision Processor).
- (b) Control Cables, in pre-manufactured lengths of 100 to 500 feet, as shown in the Contract Documents.

Machine Vision Processor (MVP). The MVP sensor is an integrated imaging CCD array with optics, high-speed, color, image-processing hardware and a general-purpose CPU bundled into a sealed enclosure. The MVP shall be equipped with a sunshield to reflect solar heat and to shield the CCD array from direct exposure to the sun, and a faceplate heater to melt accumulated ice, snow, or fog from the view of the camera.

- (a) The CCD array shall be directly controlled by the general-purpose CPU, thus providing high video quality for detection that has virtually no noise to degrade detection performance.

- (b) The optics and camera electronics shall be directly controlled for optimal illumination for traffic detection.
- (c) The lens shall be pre-focused at the factory, as required for operation.
- (d) It shall be possible for the user to focus the lens, as required for operation.
- (e) The MVP sensor shall operate at a maximum rate of 30 frames per second when configured for the NTSC color video standard.
- (f) The MVP sensor shall process a minimum of twenty detector zones placed anywhere in the field of view of the sensor.
- (g) The video output shall have the ability to selectively show overlaid graphics indicating the current real-time detection state of each individual detector defined in the video.
- (h) The sensor output NTSC color video shall be viewed with any compatible video-display device.

MVP Sensor Detector Types. The MVP sensor shall be programmable for a variety of detector types that perform specific functions. The general functions performed by the detectors shall include:

- (a) Presence/passage detection of moving and stopped vehicles.
- (b) Detection based on the direction of travel and/or exclusively for stopped vehicles.
- (c) Measure speed.
- (d) Generate a variety of alarms based on measured traffic conditions.
- (e) Combine the output of several detectors with logical operators and optionally modify the cumulative state based on delay or extension timers and the state of any associated signal phase state.
- (f) Each of the detector types shall optionally be made visible in the live video output of the sensor.

Functional Detection Capabilities. The system shall use software to select different detector types. These types shall include:

- (a) Count detectors that output traffic volume statistics. These generate traffic counts and occupancy data.
- (b) Presence detectors that indicate the presence of a vehicle, stopped vehicle, or vehicles traveling in the wrong direction.
- (c) Speed detectors that provide vehicle counts, speed, length, and classification.

Other Functions.

- (a) Detector Function combines outputs of multiple detectors via Boolean logic.
- (b) Label displays information on the MVP video output and passes input information to other detectors.

- (c) Detector Station collects and reports traffic data gathered over specified time intervals.
- (d) Incident detectors monitor traffic parameters for conditions that suggest an incident has occurred, such as an accident or a stalled car that produce a sudden reduction in roadway capacity or throughput.
- (e) Schedulers define plans that can be used by other detectors to specify different parameters for each time-of-day plan.
- (f) Contrast Loss detectors monitor the quality of the video image that the MVP is processing.
- (g) Speed Alarm generates alarm outputs based on user-defined algorithms using speed.

Supervisor Communications Port.

- (a) The Video Traffic Detection system shall be compatible a supervisor communications port to provide general communications and system configuration.
- (b) The MVP sensor shall use an RS-485 multi-drop network protocol to facilitate communications via a network of Rack Cards, Mini Hubs, Mini-Hub IIs or Mini-Hub TS2s to a remote or local PC client/server application.
- (c) The communications port shall allow the user to update the embedded software with a new software release and interact with a PC client/server application for all of the various detection requests supported by the MVP sensor.
- (d) The communications protocol over the supervisor communications port shall be the UDP/IP message packet and routing standard.
- (e) This protocol shall be used throughout the field network of MVP sensors, hubs and the host PC server application.

Detector I/O Port

- (a) The MVP sensor detector port shall provide a dedicated, RS-485, half-duplex interface between the MVP sensor and a detector port master such as a Rack Card, Mini Hub, Mini-Hub II, or Mini-Hub TS2.
- (b) The real-time state of phase inputs shall be transmitted to the MVP sensor.
- (c) The MVP sensor shall exchange input and output state data with the detector port master every 100 ms.
- (d) The communications protocol shall be UDP/IP over the single twisted-pair wiring.
- (e) A detector port master such as a Mini-Hub, Mini-Hub II, or Mini-Hub TS2 shall subsequently translate the detection states, in an electrically compatible manner, to a traffic signal controller:
 - (1) Single pin state outputs shall be applied by the interface card immediately upon receipt of the state change.
 - (2) Each on or off pulse shall be guaranteed a minimum pulse width of 100 ms.
 - (3) Speed outputs from 2 pins shall reflect the true output of the delay proportional to measured speed within ± 1 ms.

Differential Video.

- (a) The MVP sensor shall output full motion video using a differential video port in either NTSC or PAL format.
- (b) The differential video shall be transmitted over a single twisted pair.

Power.

- (a) The MVP sensor shall operate on 24 VAC/DC, 50/60 Hz at a maximum of 25 watts.
- (b) The camera and processor electronics shall consume a maximum of 10 watts. The remaining 15 watts shall support an enclosure heater.

MVP Sensor Operations Log. The MVP sensor shall maintain a non-volatile operations log, which shall contain, at a minimum:

- (a) Revision numbers for the current MVP sensor hardware and software components in operation.
- (b) Title and comments for the detector configuration.
- (c) Date and time the last detector configuration was downloaded to the MVP sensor.
- (d) Date and time the operation log was last cleared.
- (e) Date and time communications were opened or closed with the MVP sensor.
- (f) Date and time of last power-up.
- (g) Time-stamped, self-diagnosed hardware, and software errors that shall aid in system maintenance and troubleshooting.

MVP Sensor Vehicle Detection Performance. The real time detection performance of the MVP sensor shall be optimized by following the set of guidelines for:

- (a) The traffic application to perform.
- (b) MVP sensor mounting location.
- (c) The number of traffic lanes to monitor.
- (d) The sizing, placement, and orientation of vehicle detectors.
- (e) Traffic approaching and/or receding from the sensor's field of view.
- (f) Minimizing the effects of lane changing maneuvers.

Detection Zone Placement. The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the field of view of the MVP sensor. Preferred detector configurations shall be:

- (a) Detection zones placed across lanes of traffic for optimal count accuracy.
- (b) Detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles.
- (c) A single detection zone shall be able to replace one or more conventional detector loops connected in series.
- (d) Detection zones shall be able to be overlapped for optimal road coverage.
- (e) In addition, selective groups of detectors shall be able to be logically combined into a single output by using optional delay and extend timing and signal state information.

- (f) Optimal detection shall be achieved when the MVP sensor placement provides an unobstructed view of each traffic lane where vehicle detection is required. Examples of obstructions are not limited to fixed objects. Obstruction of the view can also occur when vehicles from a lane nearer to the sensor obscure the view of the roadway of a lane further away from the sensor.
- (g) If the Video Detection Camera cannot be installed at a height of at least 17 feet, stop all work and immediately notify the Engineer.

Detection Zone Programming. The video traffic detection system shall be compatible with the placement of detection zones by means of a portable or desktop computer using the Windows 98 SE, NT 4.0, or 2000 operating systems, a keyboard, and a mouse.

- (a) The VGA monitor shall be able to show the detection zones superimposed on images of traffic scenes.
- (b) The mouse and keyboard shall be used to:
 - (1) Place, size, and orient detection zones to provide optimal road coverage for vehicle detection.
 - (2) Modify detector parameters for site geometry to optimize performance.
 - (3) Edit previously defined detector configurations.
 - (4) Adjust the detection zone size and placement.
 - (5) Add detectors for additional traffic applications.
 - (6) Reprogram the sensor for different traffic applications, changes in installation site geometry, or traffic rerouting.
- (c) It shall be possible to:
 - (1) Download detector configurations from the computer to the MVP sensor.
 - (2) Upload the current detector configuration that is running in the MVP sensor.
 - (3) Back up detector configurations by saving them to the computer's removable or fixed disks.
 - (4) Perform the above upload, store, and retrieve functions for video snapshots of the MVP sensors' view.

Detection Zone Operation. The real-time detection operation of the video traffic detection system shall be verifiable through the following means:

- (a) Viewing the video output of the sensor with any standard video display device (monitor).
 - (1) The video output of the MVP sensor (differential twisted pair) shall be capable of selectively transmitting:
 - (a) Camera video only.
 - (b) Analog video overlaid with the current real-time detection state of each detector.
 - (c) Camera video with overlaid, scaled cross-hairs that are useful for aiming the sensor (during installation).
 - (2) Individual detectors shall have the option of being hidden.

- (b) Electrically monitoring assigned contact closure pinouts from a detector port master such as a Mini Hub TS1 interface card, Mini-Hub TS2 interface card, Detector Rack interface card, or Mini-Hub II interface card. Each pin of an interface card shall have one associated LED output to reflect its output state.
- (c) Viewing the associated output LED state on the detector port master:
 - (1) An LED shall be ON when its assigned detector output or signal controller phase input is on.
 - (2) An LED shall be OFF when its assigned detector or signal controller input is off.

Count Detection Performance. Using a MVP sensor, the system shall be able to accurately count vehicles with:

- (a) At least 96% accuracy under normal operating conditions (day and night).
- (b) At least 93% accuracy under artifact conditions. Artifact conditions are combinations of weather and lighting conditions that result from shadows, fog, rain, snow, etc. The volume count shall be:
 - (1) Accumulated for the entire roadway (all traveled lanes).
 - (2) Accumulated over time intervals that contain a minimum of one hundred (100) vehicles to ensure statistical significance.

Demand Presence Detection Performance.

- (a) Using a MVP sensor, the system shall be able to accurately provide demand presence detection.
 - (1) The demand presence accuracy shall be based on the ability to enable a protected turning movement on an intersection stop line, when a demand exists.
 - (2) The probability of not detecting a vehicle for demand presence shall be less than 1- percent error under all operating conditions.
 - (3) In the presence of artifact conditions, the MVP sensor shall minimize extraneous (false) protected movement calls to less than 7 %.
 - (4) To ensure statistical significance, the demand presence accuracy and error shall be calculated over time intervals that contain a minimum of one 100 protected turning movements.
- (b) These performance specifications shall be achieved with a minimum of 2 presence detectors coupled with a single detector function to provide adequate road coverage to sample the random arrival patterns of vehicles at the stop line.
- (c) The calculation of the demand presence error shall not include turning movements where vehicles do not pass through the presence detectors, or where they stop short or stop beyond the combined detection zones.

Speed Detection Performance. The MVP sensor shall accurately measure average (arithmetic mean) speed of multiple vehicles with at least 98% accuracy under all operating conditions for approaching and receding traffic.

- (a) The average speed measurement shall include more than 10 vehicles in the sample to ensure statistical significance.

- (b) Optimal speed detection performance requires the sensor location to follow the specifications described above for count station traffic applications with the exception that the sensor must be higher than 13 m (40) feet. The MVP sensor shall accurately measure individual vehicle speeds with more than:
 - (1) 95% accuracy under all operating conditions for vehicles approaching the sensor (viewing the front end of vehicles).
 - (2) 90% accuracy for vehicles receding from the sensor (viewing the rear end of vehicles).
- (c) These specifications shall apply to vehicles that travel through both the count and speed detector pair and shall not include partial detection situations created by lane changing maneuvers.

MVP Sensor. The MVP sensor shall:

- (a) Use color image sensors as the video source for real-time vehicle detection using NTSC format. As a minimum, each image sensor shall provide the following capabilities:
 - (1) Images shall be produced with a CCD sensing element with horizontal resolution of at least 500 lines and vertical resolution of at least 350 lines.
 - (2) Images shall be output as video conforming to NTSC specifications.
- (b) Provide software JPEG video compression.
- (c) Provide useable video and resolvable features in the video image when those features have luminance levels as low as 0.1 lux at night.
- (d) Provide useable video and resolvable features in the video image when those features have luminance levels as high 10,000 lux during the day.
- (e) Provide useable video and resolvable features in the video image when the ratio of the luminance of the resolved features in any single video frame is 300:1.
- (f) Provide direct real-time iris and shutter speed control.
- (g) Provide an image that is suitable for video traffic monitoring.
- (h) Provide an optical filter and appropriate electronic circuitry shall be included in the image sensor to suppress “blooming” effects at night.
- (i) Have gamma for the image sensor present at the factory to a value of 1.0.
- (j) The MVP sensor, when placed at a mounting height that minimizes vehicle image occlusion and equipped with a lens to match the width of the road, is able to monitor a maximum of 6 to 8 traffic lanes simultaneously. For example, available infrastructure on which to mount MVP sensors is typically 13 m (40 ft) high, which can adequately cover 4 to 5 traveled lanes if the pole is within 3 m (10 ft) of the nearest traveled lanes.

MVP Sensor Optics. The MVP sensor shall be equipped with an integrated 12X zoom lens with zoom and focus capabilities that can be changed using either configuration computer software or hand-held controller.

MVP Sensor Enclosure. The MVP sensor and lens assembly shall be housed in an environmental enclosure that provides the following capabilities:

- (a) The enclosure shall be waterproof and dust-tight to NEMA-4 specifications, and shall have the option to be pressurized with dry nitrogen to 5 ± 1 psi.
- (b) The enclosure shall allow the MVP sensor to operate satisfactorily over an ambient temperature range from -34 degrees C to +74 degrees C while exposed to precipitation as well as direct sunlight.
- (c) The enclosure shall allow the image sensor horizon to be rotated during field installation.
- (d) The enclosure shall include a provision at the rear of the enclosure for connection of the factory-fabricated power, communications and video signal cable. Input power to the environmental enclosure shall be 24 VAC/DC and either 50 or 60 Hz.
- (e) A heater shall be at the front of the enclosure to prevent the formation of ice and condensation in cold weather, as well as to assure proper operation of the lens' iris mechanism. The heater shall not interfere with the operation of the image sensor electronics, and it shall not cause interference with the video signal.
- (f) The enclosure shall be light-colored and shall include a sun shield to minimize solar heating and glare. The front edge of the sunshield shall protrude beyond the front edge of the environmental enclosure and shall include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sunshield shall be adjustable to prevent direct sunlight from entering the lens or hitting the faceplate.
- (g) Mounting hardware shall be as specified by the enclosure manufacturer, however all nuts, bolts, and locknuts shall be Stainless Steel, regardless of the material specified by the manufacturer.
- (h) The total weight of the image sensor in the environmental enclosure with sunshield shall be less than 2.7 kg (6 pounds).
- (i) When operating in the environmental enclosure with the power, communication and video signal cable connected, the image sensor shall meet FCC class B and CE requirements for electromagnetic interference emissions.

MVP Sensor Electrical.

- (a) The video output of the MVP sensor shall be isolated from earth ground.
- (b) All video connections from the sensor to the interface panel shall also be isolated from earth ground.
- (c) The video output, communication, and power stages of the sensor shall include transient protection to prevent damage to the sensor due to voltage transients occurring on the cable leading from the MVP sensor to other field terminations.
- (d) Connections for video, communications and power shall be made to the image sensor using a single 18-pin circular metal shell connector.

- (e) Cable from the camera to the control cabinet shall be one continuous section with a factory-installed connector at the camera only.
 - (1) Splices shall not be permitted.
 - (2) The cable shall be UV-stabilized, and as specified by the camera manufacturer in pre-made lengths of 100, 200, 300, 400 and 500 feet.
- (f) The mating cable shall use a right-angle shell.
- (g) It shall be the Contractor's responsibility to verify the cable length(s) prior to placing an order for the cable(s).

Video Interface Equipment. (This equipment is Furnished and Installed by SHA)

- (a) **Communications Interface Panel.** The video traffic detection system shall be compatible with a communications panel that provides the following:
 - (1) A terminal block for terminating power.
 - (2) Terminated, four twisted-pair wiring to the image sensor.
 - (3) 24 VAC input power, at less than 25 Watts, 50/60 Hz.
- (b) The video traffic detection system shall be compatible with a TS-2 Mini Hub that provides field communications to the MVP using a RS-232 port and software, so that users may create detector layouts, configure the MVP, verify detector performance, and upload MVP traffic data. The RS-232 port shall convert differential video from the MVP via twisted pair and passes it to a BNC connector. Users can view the video from the MVP at this port.

Documentation. The equipment supplier shall provide three sets of operating manuals, service manuals, and maintenance instructions for each video traffic detection system installed.

MEASUREMENT AND PAYMENT. The payment will be full compensation for furnishing and installing the video traffic detection system components, all mounting hardware including camera to support structure, all cable connections within the control cabinet, software, instruction manuals, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Video Detection Cameras will be measured and paid for at the Contract unit price per each.

Video Detection Camera to Controller cables will be measured and paid for at the Contract unit price per each pre-made length of 100, 200, 300, 400, or 500 Linear Feet.

NOTE: Video Interface Equipment is furnished and installed by SHA. The details above are for informational purposes only for the use of the Contractor.

CATEGORY 800
TRAFFIC

SECTION 806-LUMINAIRES AND LAMPS

630 **DELETE** 806.03.05 (c)

INSERT

(c) **High Mast Luminaires.** High mast luminaires shall have an I.E.S.N.A. Type 5 distribution pattern or as specified in the Contract Documents. The luminous intensity shall not exceed 100 candelas per 1000 lamp lumens for any point 80 degrees, or higher, above nadir; or exceed 0 candelas per 1000 lamp lumens for any point 90 degrees, or higher above nadir.

CATEGORY 800
TRAFFIC

SECTION 808-LIGHTING STRUCTURES

634 **808.01 DESCRIPTION:**

DELETE: The paragraph in its entirety

INSERT: The following.

Furnish and install low level steel and aluminum lighting poles, bracket arms and fittings, and steel high mast lighting structures as specified in the Contract Documents or as directed by the Engineer. Concrete foundations are excluded.

808.02 MATERIALS:

ADD: The following at the end of the list of materials.

High mast shafts	A595 Grade A
Steel base plates and other structural steel	A709 Grade 50 including Charpy V Notch requirements for Zone 2
Galvanization for hardware	A153

Design High Mast Lighting Structures for mounting a head frame and lowering device assemblies. Design shall be in accordance with the 2001 AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" and as indicated in contract documents. Structures shall include a reinforced handhole with a hinged handhole cover that shall be padlocked. Padlocks shall be keyed alike and shall be in accordance with the standards of the State Highway Administration.

Contractor's and/or fabricators name and logo shall not be placed on the lighting standards. Marked numbers shall appear on surface areas that will not be visible to traffic after erection.

The shaft of High Mast Lighting Structures shall be made of tapered sections that telescope each other. Shaft diameters and tapers shall be as shown in the Contract Documents.

Telescoping sections shall be forced into place and be thoroughly wedged to produce the required engagement as listed on the Contract Documents. The Contractor shall submit erection plans and procedures to the Engineer for approval prior to installation of the High Mast Lighting Structure on location. Structures shall be installed with all internal wiring, attachments, and hoist cable assemblies in place and erected in accordance with the manufacturers recommendations. Structures shall be erected plumb. Plumb shall be checked using two transits set 90 degrees

apart. Plumbing shall not be done in full sun to avoid deflection from radiant heat. Tolerance for plumb shall be 3 inches per 100 feet. Nuts shall be tightened to secure the structure in place.

The loading, transporting and unloading of all parts shall be conducted to avoid injury and deformation of the metal. Areas damaged in transport or erection shall be repaired to the satisfaction of the Engineer. During the erection process, all materials shall be handled carefully and shall be stored on platform, skids, or other supports to keep parts off of the ground. The steel shall be kept free and clean from all foreign materials, particularly grease, oil, concrete, chock marks and dirt that may effect the natural oxidation of the steel. All structures shall be treated with care given to any product such that the finished surface remains as prepared in the fabrication shop. Any foreign matter that gets on the surface after galvanizing shall be removed as soon as possible and the soiled areas shall be returned to the conditions as listed above.

Luminaire Head Assembly and Lowering Gear

All structural and sheet metal parts shall be of zinc coated meeting the same structural requirements as the shaft. All bolts, nuts, washers, and lock washers shall be stainless steel. All luminaires shall be as stated in Section 806.

The luminaire support frame shall be a steel ring integrally welded together and shall serve as a raceway for electrical wiring to the luminaires. The frame shall be suspended from and held in place by three stainless steel suspension cables of 3/16-inch minimum diameter. These cables shall be permanently affixed through a weight equalizing spring assembly to a single sustaining raising-lowering winch. The three suspension cables securing the frame shall pass over pulleys of non-corrosive material fitted with permanently lubricated ball bearings, cable guides and cable retainers. The suspension cables, weight equalizing spring assembly, and winch shall be installed within the shaft. A means shall be provided within the shaft to prevent the three suspension cables from fouling the power cable when raising and lowering the luminaire frame. The raising-lowering winch shall be suitable for manual as well as power driven operation.

The downward travel of the lowering ring shall be sufficient to lower the lights to a position 5 feet above the base of the standard. Cushioned bumpers, or similar devices, shall be provided to absorb any shock resulting from contact between the lowering ring and pole during the up and down travel of the ring.

The lowering gear shall include a braking mechanism to prevent the luminaires from lowering without intentional operation of the winch.

Latching Mechanism Each pole shall be provided with a latching mechanism that shall secure the suspension cables and minimize the stress on the winch cable and winch. The latching mechanism shall be completely accessible through the access door in the pole base. Additionally, a safety chain shall be provided capable of supporting the full weight of the luminaires and lowering equipment in the event of a failure of the latching mechanism.

Electric Drive Assembly The electric drive assembly shall be a reversible continuous heavy duty electric drill with a 240 volt universal motor, a torque clutch, a remote control station with a 35 foot long extension cord, and a mounting bracket to firmly hold the drive unit in place when it is engaged with the hoisting winch. The electric drive assembly shall be provided with a socket to fit the ½ inch square input shaft of the winch. The drill shall produce the necessary torque to raise and lower the lowering ring with six luminaires through 10 successive cycles with no more than one minute between each cycle and without producing excess heating or overloading of the electric drive assembly.

Provide a remote control for the electric drive assembly that allows the operator to control the raising and lowering of the luminaires while standing clear of the luminaire assembly and pole.

The Electric Drive Assembly shall raise or lower the luminaires at a rate of not less than 10 feet per minute. As part of the electric drive assembly a transformer shall be provided to convert from the operating voltage of the luminaires to 240 volts for the electric drive assembly. The transformer shall have a 10 foot long 3/C, 600 volt, heavy duty portable cable with plug to match the drive unit receptacle in the base of the lighting mast, and a grounded weatherproof receptacle on the load side to supply the drive unit motor. All outlets shall be easily accessible from the access door.

Electric Drive Assemblies shall be turned over to the Engineer at the completion of construction.

Electrical Equipment for High Mast Lighting Structures

- A. Terminal boards shall be rated 30 amperes, 600 volts, fabricated from non-tracking materials and equipped with covers. They shall be similar and equal to General Electric Company Type EB-5, Square D Class 9080, Type S or Westinghouse Type TBA.
- B. Plugs and receptacles shall be heavy duty, weather resistant, rated 20 amperes, 480 volts AC, grounded type. Receptacles shall have weatherproof cap and mating plug.
- C. Junction boxes shall be galvanized cast iron with hubs and hinged covers.

Testing All electrical equipment shall be tested and its operation shall be demonstrated to the Engineer. Upon completion of erection and following the installation of the luminaires and all electrical components, the lowering device shall be tested on each standard in the presence of the Engineer. The test shall consist of two complete operations, conducted on two different days, starting with the unlatching or unlocking, lowering the head assembly to its minimum height, raising the head assembly back to its installed height, and latching or locking. The test shall be considered satisfactory when 80 percent of the operations require no second attempts to complete any function and the remaining 20 percent of the operations require no more than three attempts to complete any function. Should the equipment fail this test, the contractor shall adjust or modify those components causing the failure and repeat the tests from the beginning.

808.03 CONSTRUCTION

ADD: The following.

808.03.01 Fabrication, welding and non-destructive shall conform to the contract documents and AASHTO Highway Signs, Luminaries and Traffic Signals 4th Edition 2001, unless otherwise specified.

808.04 MEASUREMENT AND PAYMENT

ADD: The following.

808.04.05 High Mast Light Structure, Luminaires & Lowering Gear will be measured and paid for at the contract unit price per each light pole furnished and installed. The payment will be full compensation for the High Mast Lighting Pole, the luminaire head assembly and lowering gear, all electrical equipment including internal wiring, luminaires, testing and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

808.04.06 Electric Drive Assemblies will be measured at the contract unit price per each. The payment will be full compensation for electric drill, mounting bracket, transformers, remote controls, testing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

CATEGORY 800
TRAFFIC

**SECTION 810 — ELECTRICAL CABLE, WIRE,
AND CONNECTORS**

810.02 MATERIALS.

ADD: Cable Duct End Seals shall consist of a one-piece heat shrinkable device designed to provide a waterproof seal around the cable duct and each individual cable. The Cable Duct End Seal shall have separate entranceways for each cable, and shall hold the cables apart when applied.

810.03. CONSTRUCTION.

810.03.03 Preassembled Cable Duct

Delete: The second paragraph beginning “After backfilling...” in it’s entirety.

INSERT: The following.

After backfilling demonstrate that the conductors move freely within the duct by pulling the conductors out a minimum of length of 2 ft. Pulling Tension shall conform to 810.03.02. The cable shall be then pulled to it’s original position, and the Cable Duct End Seals installed. After installation of the Cable Duct End Seals, but prior to installing connector kits or splices, the electrical circuit testing shall be performed as specified in 820.03.02 (b) and the results recorded. The contractor shall record the length of cable, locations of both ends of the cable duct, and the insulation resistance on a form acceptable to the Engineer, and forward the form to the Engineer.

823.04 MEASUREMENT AND PAYMENT.

810.04.01

ADD: Preassembled Cable Duct that has not had the required electrical tests performed and reported to the engineer will not be measured or paid for.

ADD:

810.04.03 Cable Duct End Seals shall be measured and paid for at the contract unit price per each.

CATEGORY 800
TRAFFIC

SECTION 814—SIGNAL HEADS

814.01 DESCRIPTION.

641 **ADD:** The following after the first paragraph.

Furnish and install Aluminum and Polycarbonate 8-in. and 12-in. vehicle traffic control signal heads and hardware with LED Green, Yellow, and Red indications, as specified in the Contract Documents or as directed by the Engineer. All signal housing shall have a black face and yellow housing.

814.02 MATERIALS.

ADD: The following to the end of the list of materials.

LED Traffic Signal Modules	“Section 800 LED TRAFFIC SIGNAL MODULES”
ALL Red and Green Traffic Signals	COMAR 14.26.03
(LED or Incandescent)	(Certification of compliance with Maryland Energy Efficiency Standards)

814.04 MEASUREMENT AND PAYMENT.

ADD: The following after the first paragraph.

Aluminum and Polycarbonate LED Signal heads will be measured and paid for at the Contract unit price per each section of signal head type and size as specified in the Contract Documents. The LED signal heads will have the LED module fitted into the housing assembly. The payment will be full compensation for the housing, LED signal module, and, mounting hardware, assembly, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

CATEGORY 800
TRAFFIC

SECTION 819 — STEEL SPAN WIRE

645 **819.01 DESCRIPTION.**

CHANGE: In the second line the terminology "signal head or sign mountings, interconnect runs, or for tethering purposes" to read "signal head or sign mountings, interconnect runs, backguying, overhead communications cable pole to pole guying, overhead communications cable slack, spans overhead communications cable, false dead ends or for tethering purposes"

819.03 CONSTRUCTION.

CHANGE: In the first line the terminology "Attach the span wire to poles" to read "Attach the span wire to signal structures".

ADD: After the third paragraph: "Overhead communications cable steel span wire back guying, pole to pole guying, false dead ending and slack spans shall be installed on all utility owned poles in accordance with the utility pole owner's requirements. Ram head type guy hooks shall be installed for overhead communications cable steel span wire back guying, pole to pole guying, false dead ending and slack spans on all utility owned poles. Wrap type guy grips shall be used to terminate the ends of overhead communications cable steel span wire back guying, pole to pole guying, false dead ending and slack spans. Strandvise devices shall not be used to terminate the steel span wire ends of overhead communications cable steel span wire back guying, pole to pole guying, false dead ending and slack spans."

CATEGORY 800
TRAFFIC

SECTION 822-REMOVE AND RELOCATE
EXISTING SIGNS AND SIGN STRUCTURES

650 **DELETE:** 822.04.02 in its entirety

INSERT: The following:

822.04.02 Remove Signs From Existing Overhead Structure will be measured and paid for at the Contract unit price per square foot area of the sign. Removal of sign and sign luminaire supports, luminaires, catwalks, conduit and cable will not be measured but the cost will be incidental to the Contract unit price for removing the signs.

SPECIAL PROVISIONS

CONTRACT NO. CO3235168

950.15- TRAFFIC SIGNAL HEADS

**CATEGORY 950
TRAFFIC MATERIALS**

SECTION 950.15 TRAFFIC SIGNAL HEADS

804 **DELETE** the table and section titled Hardware in its entirety

INSERT The following:

ITEM	DESCRIPTION	A	B	C	D
1	Aluminum Alloy - Casting	A 319	A 380	A 713	6063 T6
2	Yield Strength, ksi	18	23	25	25
3	Tensile Strength, ksi	27	47	35	30
4	Brinell Hardness	70	80	75	73
5	Elongation (% in 2 in.)	1.5	4	3	12
6	Stainless Steel	A 316	-	-	-
7	Galvanized Steel	A 157	A 153	G 60	-
8	Steel-Flat Sheet	16 gauge	-	-	-
9	Coating	*	Anodized Finish	-	-
10	Brass	CZ120	-	-	-

* The signal head housing shall be yellow in conformance with Federal Standards 595, Color Chip No. 13538. The signal head door and visor shall be optical flat (dull) black Federal Standards 595, Color Chip No. 37038. Aluminum signal heads shall be painted using fusion bonded polyester coating method.

Hardware.

- (a) Hub plate shall conform to A, 1 thru 5 and 9B.
- (b) Span wire hanger clamp shall conform to C, 1 thru 5.
- (c) Balance adjuster body shall conform to 10A.
- (d) Balance adjuster eyebolt and hardware shall conform to 6A, 7A, and 7B.

SPECIAL PROVISIONS

CONTRACT NO. CO3235168

950.15- TRAFFIC SIGNAL HEADS

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- (e) 2-way lower arm shall conform to 7C and 8A.
- (f) 2-way tri-stud arm shall conform to A, 1 thru 5.
- (g) Span wire entrance fitting shall conform to C, 1 thru 5.
- (h) Mast arm mount signal bracket (1-way, 2-way, and 5-section) shall conform to 1A and 1D.
- (i) Side pole upper and lower arm assembly shall conform to 1B thru 5B or 1D thru 5D.

The maximum allowable play or space between the sides of the eyebolt and span wire clamp shall be 0.062 in.

808 **ADD** under **Electrical**

- (f) Terminal blocks screws shall be of the captive type secured by fasteners on the reverse side of the terminal block. Terminal block screws shall be a # 10 size.
- (g) Male spade terminal ends shall be furnished for each position on the terminal block angled at 45 degrees and perpendicular to the terminal block face.

**CATEGORY 900
MATERIALS****SECTION 951 — PAVEMENT MARKING MATERIALS**

951.04 REMOVABLE PAVEMENT MARKING TAPE. Removable pavement marking tape shall remain in place on the pavement surface without being displaced by traffic, or affected by weather conditions. The material shall be capable of being removed without the use of heat, solvents, grinding, or sand blasting and shall not leave an objectionable residue.

The material shall be of good appearance and free from cracks. Edges shall be true, straight and unbroken. Line marking material shall be in rolls having no more than three splices per 150 ft of length. All marking materials shall be packaged in conformance with accepted commercial standards and shall have a minimum shelf life of one year.

Performance Requirements. When applied in conformance with the manufacturer's recommendations, the material shall provide a neat, durable marking that will not flow or distort due to temperature if the pavement surface or underlying markings remain stable. The material shall be weather resistant and, through normal traffic wear, shall show no lifting or shrinkage that will significantly impair the intended usage of the tape throughout its useful life, and shall show no significant tearing while in place, or other signs of poor adhesion. The material shall be capable of easy removal without tearing into small pieces.

951.04.01 White and Yellow. Removable preformed pavement marking materials shall conform to the requirements of the MdMUTCD and the following:

- (a) **Composition.** The marking material shall consist of a mixture of polymeric materials, pigment, and glass beads distributed uniformly throughout the surface.
- (b) **Color.** The color of the marking materials shall match Federal Test Standard No. 595 for the following color numbers:

White - 37925

Yellow - 38907

- (c) **Glass Beads.** Glass beads shall conform to the General Requirements of M 247 and have a minimum refractive index of 1.90 when tested as specified in MSMT 211.
- (d) **Frictional Resistance.** The British Pendulum Number shall be a minimum of 50 when tested as specified in E 303.
- (e) **Certification.** Samples submitted to the Office of Materials Technology (OMT) for testing shall be accompanied by the manufacturer's certified analysis in conformance with TC-1.02.

Any material supplied for a Contract shall be identical in composition to the material originally submitted for testing. Conformity will be determined by OMT.

- (f) **Field Testing.** Line marking materials conforming to the Contract Documents will be field tested by The National Transportation Product Evaluation Program (NTPEP) and over 180 day period as specified in MSMT 723 for conformance with the following:

SPECIAL PROVISIONS

951.04 — REMOVABLE PAVEMENT MARKING TAPE

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- (1) Ease of Application - satisfactory.
- (2) Removability - a minimum rating of 2.
- (3) Residue Remaining at Time of Removal (day and night) - minimum rating of 2.
- (4) Durability, Appearance, and Night Visibility - minimum weighted rating of 4.
- (5) Loss or Movement - minimum rating of 2.

Upon satisfactory completion of the field testing, the marking materials will be placed on OMT's Qualified Products List. The material shall conform to all criteria for a minimum period of 120 days to be considered satisfactory.

951.04.02 Black. Removable preformed pavement marking materials shall conform to the requirements of the Md MUTCD and the following:

- (a) **Composition.** The non-reflective blackout tape shall not contain metallic foil and shall consist of a mixture of high quality polymeric materials, pigments, and inorganic fillers distributed throughout its cross-sectional area, with a matte black non-reflective surface. The film shall be pre-coated with a pressure sensitive adhesive. A nonmetallic medium shall be incorporated to facilitate removal.

For patterned materials, a minimum of 20 percent of the total surface area shall be raised and coated with nonskid particles. The channels between the raised areas shall be substantially free of particles.

- (b) **Color.** The color of the blackout material shall match Federal Test Standard No. 595 for the following color numbers:

Black - 37038 (or as approved by the Engineer)

- (c) **Frictional Resistance.** The British Pendulum Number shall be a minimum of 50 when tested as specified in E 303.
- (d) **Certification.** Samples submitted to OMT for testing shall be accompanied by the manufacturer's certified analysis in conformance with TC-1.02.

Any material supplied for a Contract shall be identical in composition to the material originally submitted for testing. Conformity will be determined by OMT.

- (e) **Field Testing.** Line marking materials conforming to the Contract Documents will be field tested by The National Transportation Product Evaluation Program (NTPEP) and over a 180 day period as specified in MSMT 723 for conformance with the following:

- (1) Ease of Application - satisfactory.
- (2) Removability - a minimum rating of 2. The manufacturer shall show that the blackout tape can be manually removed after its intended use, intact or in large pieces, at temperatures above 40 F without the use of heat, solvents, grinding, or sand or water blasting. The blackout tape shall remove cleanly from existing markings that are adequately adhered to the pavement surface.

SPECIAL PROVISIONS

CONTRACT NO. CO3235168

951.04 — REMOVABLE PAVEMENT MARKING TAPE

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- (3) Residue Remaining at Time of Removal (day and night) - minimum rating of 2.
- (4) Durability, Adhesion, Appearance, and Night Visibility - minimum weighted rating of 4.
The manufacturer shall demonstrate that the properly applied blackout tape adheres to the roadway and existing stable roadway markings under climatic and traffic conditions normally encountered in the construction work zone.
- (5) Loss or Movement - minimum rating of 2.

Upon satisfactory completion of the field testing, the marking materials will be placed on OMT's Qualified Products List. The material shall conform to all criteria for a minimum period of 180 days to be considered satisfactory.

951.04.03 Packaging. Preformed pavement markings shipping package shall conform to the manufacturer's shipping requirements to prevent damage during delivery and unloading of all shipments. The shipping package shall be marked with the following information placed on each container:

- (a) Description of item.
- (b) Date of manufacture.
- (c) Successful Bidder's Name.
- (d) Purchase Order Number.
- (e) Lot Number.
- (f) Color.
- (g) Installation instructions.

**CATEGORY 900
MATERIALS**

SECTION 951 — PAVEMENT MARKING MATERIALS

951.06 HEAT APPLIED PERMANENT PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL. The material shall be highly durable retroreflective polymeric materials designed for use as transverse lines, numbers, legends, symbols and arrow markings subjected to high traffic volumes and severe wear conditions such as shear action from crossover or encroachment.

The applied material shall adhere to hot mix asphalt (HMA), open-grade friction courses (OGFC), stone matrix asphalt (SMA), portland cement concrete (PCC), and any existing pavement markings when applied using normal heat from a propane fueled heat gun in conformance with manufacturer's recommendations.

The applied material shall be capable of conforming to pavement contours, breaks and faults, shall not be affected by weather conditions, and shall remain in place on pavement surfaces without being displaced by traffic.

The material shall have a minimum shelf life of one year.

The material shall conform to the requirements of the MUTCD and the following:

(a) Composition. The material shall consist of polymeric materials, pigments, binders and glass beads distributed throughout the entire cross-sectional area. The thermoplastic material shall conform to M 249 with the exception of the relevant differences for the material being supplied in the preformed state.

Restrictions. The combined total of lead, cadmium, mercury and hexavalent chromium shall not exceed 100 ppm when tested by X-ray diffraction, ICP, or comparable method capable of this level of detection. Nonleachable lead based pigments will not be permitted. Diarylide type pigments shall only be used when the manufacture or pavement marking material application temperature does not exceed 392 F.

(b) Color. Preformed markings shall consist of film with pigments selected and blended to match Federal Standard 595 color chip Nos. 17886 and 13538 for white and yellow respectively.

(c) Frictional Resistance. The surface of the applied material shall provide a minimum average skid resistance value of 50 BPN when tested in conformance with E 303.

SPECIAL PROVISIONS

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951.06 — HEAT APPLIED THERMOPLASTIC MATERIALS

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- (d) **Patchability.** The material shall be capable of use for patching worn areas of the same type in conformance with manufacturer's recommendations.
- (e) **Thickness.** The minimum thickness, without adhesive, shall be 120 mils.
- (f) **Adhesion.** The material shall retain a minimum of 65 percent adhesive bond after 100 cycles of freeze-thaw when tested in conformance with C 666, Method B.
- (g) **Beads.**
- (1) **Index of Refraction.** All beads shall meet the general requirements of M 247, Type I, and shall have a minimum index of refraction of 1.50 when tested using the liquid oil immersion method specified in MSMT 211.
 - (2) **Acid Resistance.** A maximum of 15 percent of the beads shall show a formation of a distinct opaque white layer on the entire surface after exposure to a 1 percent solution (by weight) of sulfuric acid in conformance with MSMT 211.

Field Testing. Materials conforming to this Specification shall be field tested at AASHTO regional test facilities, such as National Transportation Product Evaluation Program (NTPEP), for performance.

Materials performing satisfactorily throughout the test period, including exhibiting a minimum retained reflectance of $100 \text{ mcd/m}^2/\text{lux}$ at the completion of the testing, will be placed on the Prequalified Materials List maintained by the Office of Materials and Technology.

Certification. Any marking material supplied during the Contract shall be identical in composition to the material submitted for initial testing. Samples submitted for testing shall be accompanied by the manufacturer's certified analysis in conformance with TC-1.02.



Maryland Department of Transportation
State Highway Administration

CONTRACT PROVISIONS
PROPOSAL FORM PACKET — FEDERAL

CONTRACT NO. CO3235168
FAP NO ES-NH-STPD-300-1(46)N
HP-1277(002)N and HP-4290(004)N
1 of 28

**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 **Construct four (4) lane divided highway** located in, **Caroline County** Maryland, for which Invitation for Bids will be received until 12:00 o'clock noon on **May 7, 2009** this work being situated as follows:

MD 404; FROM EAST OF TUCKAHOE CREEK TO EAST OF MD 480

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		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1001 100000	400	LINEAR FEET OF 16 INCH YELLOW NONTOXIC LEAD FREE WATERBOURNE	XXX				
1002 110100	LUMP SUM	CLEARING & GRUBBING	101	LUMP SUM			
1003 110200	LUMP SUM	REMOVAL & DISPOSAL OF EXISTING BUILDINGS	102	LUMP SUM			
1004 110370	LUMP SUM	TYPE D ENGINEERS OFFICE	103	LUMP SUM			
1005 114005	29,000	LINEAR FEET OF 5 INCH YELLOW NONTOXIC LEAD FREE WATERBORNE PAVEMENT MARKING PAINT	104.11 SP				
1006 114010	26,000	LINEAR FEET OF 5 INCH WHITE NONTOXIC LEAD FREE WATERBORNE PAVEMENT MARKING PAINT	104.11 SP				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 1 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1007 114045	170	LINEAR FEET OF 24 INCH WHITE NONTOXIC LEAD FREE WATERBORNE PAVEMENT MARKING PAINT	104.11 SP				
1008 114215	3,000	LINEAR FEET OF 5 INCH YELLOW REMOVABLE PREFORMED PAVEMENT LINE MARKINGS	104.11 SP				
1009 114220	1,900	LINEAR FEET OF 5 INCH WHITE REMOVABLE PREFORMED PAVEMENT LINE MARKINGS	104.11 SP				
1010 114275	4,900	LINEAR FEET OF REMOVAL OF REMOVABLE PREFORMED PAVEMENT MARKINGS - ANY WIDTH	104.11 SP				
1011 114304	800	LINEAR FEET OF 12 INCH BLACK OUT TAPE LINES	104.11 SP				
1012 120500	LUMP SUM	MAINTENANCE OF TRAFFIC	104	LUMP SUM			

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 2 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1013 120552	100	TONS OF CRUSHER RUN AGGREGATE CR-6 FOR MAINTENANCE OF TRAFFIC	105				
1014 120561	100	TONS OF HOT MIX ASPHALT FOR MAINTENANCE OF TRAFFIC	106				
1015 120610	7	PER UNIT DAY ARROW PANEL	104.07				
1016 120625	5,300	SQUARE FEET OF TEMPORARY TRAFFIC SIGNS HIGH PERFORMANCE WIDE ANGLE RETROREFLECTIVE SHEETING	104.08				
1017 120715	1,700	LINEAR FEET OF RESET PRECAST TEMPORARY CONCRETE TRAFFIC BARRIER FOR MAINTENANCE OF TRAFFIC	104				
1018 120717	200	EACH OF REFLECTIVE BARRIER MARKERS	104				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 3 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1019 120743	6	EACH OF TYPE III BARRICADE FOR MAINTENANCE OF TRAFFIC	104.13				
1020 120747	300	HOURS OF FLAGGER	104.15				
1021 120748	25	EACH OF STEADY BURNING LIGHTS, RENTAL PER DAY	XXX				
1022 120750	112	BARRELS OF TEMPORARY CRASH CUSHION SAND FILLED PLASTIC BARRELS FOR MAINTENANCE OF TRAFFIC	104.1				
1023 120761	56	BARRELS OF REPLACE TEMPORARY CRASH CUSHION SAND FILLED PLASTIC BARRELS FOR MAINTENANCE OF TRAFFIC	104.1				
1024 120763	9	EACH OF VERTICAL PANELS	104.04				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 4 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1025 120765	140	BARRELS OF REMOVE AND RESET TEMPORARY CRASH CUSHION SAND FILLED PLASTIC BARRELS FOR MAINTENANCE OF TRAFFIC	104.1				
1026 120820	350	EACH OF DRUMS FOR MAINTENANCE OF TRAFFIC	104.12				
1027 120860	336	PER UNIT DAY PORTABLE VARIABLE MESSAGE SIGN	104.19				
1028 120890	48	PER UNIT DAY PROTECTION VEHICLE	104.23				
1029 121150	7,700	LINEAR FEET OF PRECAST TEMPORARY 32 INCH F SHAPE CONCRETE TRAFFIC BARRIER	104.04				
1030 130840	LUMP SUM	CONSTRUCTION STAKEOUT	107				
				LUMP SUM			

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 5 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
1031 130850	LUMP SUM	MOBILIZATION	108	LUMP SUM			
1032 130900	3,000	HOURS OF ON-THE-JOB TRAINING	XXX	0	80	2,400	00

END OF CATEGORY NO. 1

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 6 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
2001 201030	58,250	CUBIC YARDS OF CLASS 1 EXCAVATION	201				
2002 201031	5,000	CUBIC YARDS OF CLASS 1-A EXCAVATION	201				
2003 202050	9,000	CUBIC YARDS OF SELECT BORROW	203				
2004 202055	20,500	CUBIC YARDS OF CAPPING BORROW	203				
2005 202065	9,250	CUBIC YARDS OF COMMON BORROW	203				
2006 203030	30	CUBIC YARDS OF TEST PIT EXCAVATION	205				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 7 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
2007 210025	930	CUBIC YARDS OF REMOVAL OF EXISTING PAVEMENT	206				

END OF CATEGORY NO. 2

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3001 300000	31	CUBIC YARDS OF BIORETENTION SOIL MIXTURE	XXX				
3002 300000	138	CUBIC YARDS OF CONCRETE SAND	XXX				
3003 300000	46	CUBIC YARDS OF NO. 2 AGGREGATE FOR SWM	XXX				
3004 300000	92	CUBIC YARDS OF NO. 57 AGGREGATE FOR SWM	XXX				
3005 300000	1	CUBIC YARDS OF NO. 6 AGGREGATE FOR SWM	XXX				
3006 300000	31	CUBIC YARDS OF NO. 7 AGGREGATE FOR SWM	XXX				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 9 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3007 300000	28	CUBIC YARDS OF SANDBAGS	XXX				
3008 300000	3	EACH OF MODIFIED END SECTION 23 INCH X 14 INCH	XXX				
3009 300000	8	EACH OF MODIFIED END SECTION 30 INCH X 19 INCH	XXX				
3010 300000	484	LINEAR FEET OF 6 INCH POLYVINYL CHLORIDE PROFILE WALL PIPE	XXX				
3011 300000	LUMP SUM	MAINTENANCE OF STREAM FLOW	XXX	LUMP SUM			
3012 300000	LUMP SUM	SWM AS-BUILT	XXX	LUMP SUM			

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 10 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3013 300000	252	SQUARE YARDS OF GEOTEXTILE CLASS PE TYPE III	XXX				
3014 300000	1,150	SQUARE YARDS OF STABILIZED MAINTENANCE ACCESS ROAD	XXX				
3015 301006	450	TONS OF STABILIZED CONSTRUCTION ENTRANCE	308				
3016 301007	4,460	TONS OF REHABILITATE STABILIZED CONSTRUCTION ENTRANCE	308				
3017 301112	690	CUBIC YARDS OF FLOWABLE BACKFILL FOR UTILITY CUTS	314				
3018 301210	70	LINEAR FEET OF REMOVAL OF EXISTING PIPE	303				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3019 301311	40	CUBIC YARDS OF MIX 2 CONCRETE FOR MISCELLANEOUS STRUCTURES	305				
3020 302415	4	LINEAR FEET OF 15 INCH REINFORCED CONCRETE PIPE, CLASS IV	303				
3021 302418	969	LINEAR FEET OF 18 INCH REINFORCED CONCRETE PIPE, CLASS IV	303				
3022 302424	1,305	LINEAR FEET OF 24 INCH REINFORCED CONCRETE PIPE, CLASS IV	303				
3023 302430	187	LINEAR FEET OF 30 INCH REINFORCED CONCRETE PIPE, CLASS IV	303				
3024 302436	222	LINEAR FEET OF 36 INCH REINFORCED CONCRETE PIPE, CLASS IV	303				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 12 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3025 305118	366	LINEAR FEET OF 18 INCH CORRUGATED ALUMINUM PIPE, 16 GAUGE	303				
3026 312414	141	LINEAR FEET OF 14 INCH X 23 INCH HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS HE IV	303				
3027 312419	939	LINEAR FEET OF 19 INCH X 30 INCH HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS HE IV	303				
3028 312424	632	LINEAR FEET OF 24 INCH X 38 INCH HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS HE IV	303				
3029 312427	572	LINEAR FEET OF 27 INCH X 42 INCH HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS HE IV	303				
3030 314149	22	LINEAR FEET OF 49 INCH X 33 INCH CORRUGATED STEEL PIPE ARCH, 16 GAUGE	303				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 13 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3031 354430	1	EACH OF STANDARD TYPE C ENDWALL FOR 30 INCH PIPE	305				
3032 355531	2	EACH OF STANDARD TYPE C ENDWALL FOR 49 INCH X 33 INCH PIPE ARCH	305				
3033 363114	2	EACH OF STANDARD TYPE C ENDWALL FOR HORIZONTAL ELLIPTICAL 14 INCH X 23 INCH CONCRETE PIPE	305				
3034 363119	1	EACH OF STANDARD TYPE C ENDWALL FOR HORIZONTAL ELLIPTICAL 19 INCH X 30 INCH CONCRETE PIPE	305				
3035 363124	1	EACH OF STANDARD TYPE C ENDWALL FOR HORIZONTAL ELLIPTICAL 24 INCH X 38 INCH CONCRETE PIPE	305				
3036 363127	2	EACH OF STANDARD TYPE C ENDWALL FOR HORIZONTAL ELLIPTICAL 27 INCH X 42 INCH CONCRETE PIPE	305				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 14 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3037 368818	5	EACH OF 18 INCH STANDARD CONCRETE END SECTION	305				
3038 368824	8	EACH OF 24 INCH STANDARD CONCRETE END SECTION	305				
3039 368830	1	EACH OF 30 INCH STANDARD CONCRETE END SECTION	305				
3040 374005	1	EACH OF STANDARD 5 FT COG INLET-MINIMUM DEPTH	305				
3041 374015	1	EACH OF STANDARD 10 FT COG INLET-MINIMUM DEPTH	305				
3042 374045	8	LINEAR FEET OF STANDARD COG INLET-VERTICAL DEPTH	305				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3043 374205	1	EACH OF STANDARD 5 FT COS INLET-MINIMUM DEPTH	305				
3044 374211	1	EACH OF SHALLOW 5 FT COS INLET-MINIMUM DEPTH	305				
3045 374242	1	LINEAR FEET OF STANDARD COS INLET-VERTICAL DEPTH	305				
3046 378175	11	EACH OF STANDARD SINGLE OPENING TYPE K INLET OPEN END GRATE- MINIMUM DEPTH	305				
3047 378178	12	LINEAR FEET OF STANDARD SINGLE OPENING TYPE K INLET OPEN END GRATE- VERTICAL DEPTH	305				
3048 378190	3	EACH OF STANDARD DOUBLE OPENING TYPE K INLET OPEN END GRATE- MINIMUM DEPTH	305				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 16 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3049 378191	4	LINEAR FEET OF STANDARD DOUBLE OPENING TYPE K INLET OPEN END GRATE- VERTICAL DEPTH	305				
3050 379125	2	EACH OF STANDARD TYPE S COMBINATION INLET, DOUBLE GRATE TANDEM - MINIMUM DEPTH	305				
3051 379126	6	LINEAR FEET OF STANDARD TYPE S COMBINATION INLET, DOUBLE GRATE TANDEM - VERTICAL DEPTH	305				
3052 380600	3	EACH OF 48 INCH DIAMETER MANHOLE FOR 12 INCH TO 24 INCH PIPES - MINIMUM DEPTH	305				
3053 380605	1	LINEAR FEET OF 48 INCH DIAMETER MANHOLE - VERTICAL DEPTH	305				
3054 380610	3	EACH OF 60 INCH DIAMETER MANHOLE FOR 27 INCH TO 36 INCH PIPES - MINIMUM DEPTH	305				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 17 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3055 380615	1	LINEAR FEET OF 60 INCH DIAMETER MANHOLE - VERTICAL DEPTH	305				
3056 380620	3	EACH OF 72 INCH DIAMETER MANHOLE FOR 42 INCH AND 48 INCH PIPES - MINIMUM DEPTH	305				
3057 380625	1	LINEAR FEET OF 72 INCH DIAMETER MANHOLE - VERTICAL DEPTH	305				
3058 380630	1	EACH OF 84 INCH DIAMETER MANHOLE FOR 54 INCH AND 60 INCH PIPES - MINIMUM DEPTH	305				
3059 387106	26,900	LINEAR FEET OF 6 INCH PERFORATED CIRCULAR PIPE LONGITUDINAL UNDERDRAIN	306				
3060 387109	2,160	LINEAR FEET OF 6 INCH CIRCULAR PIPE UNDERDRAIN OUTLETS	306				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 18 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3061 388058	10,000	CUBIC YARDS OF EROSION AND SEDIMENT CONTROL ORIGINAL EXCAVATION	308				
3062 388059	21,850	CUBIC YARDS OF EROSION AND SEDIMENT CONTROL CLEANOUT EXCAVATION	308				
3063 388062	710	LINEAR FEET OF EARTH DIKE	308				
3064 388063	3	EACH OF PORTABLE SEDIMENT TANK	308				
3065 388066	13	EACH OF INLET PROTECTION	308				
3066 388068	892	LINEAR FEET OF TEMPORARY SWALE	308				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 19 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3067 388085	5	EACH OF SUMP PIT	308				
3068 388130	11	EACH OF QUARTERLY EROSION AND SEDIMENT CONTROL INCENTIVE	308 SP	1,500	00	16,500	00
3069 388135	LUMP SUM	FINAL EROSION AND SEDIMENT CONTROL INCENTIVE	308 SP	16,500	00	16,500	00
3070 389105	5	SQUARE YARDS OF 5 INCH CONCRETE DITCH	309				
3071 390321	426	SQUARE YARDS OF CLASS I RIPRAP FOR SLOPE AND CHANNEL PROTECTION	312				
3072 390322	231	SQUARE YARDS OF CLASS II RIPRAP FOR SLOPE AND CHANNEL PROTECTION	312				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 20 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
3073 390345	22	TONS OF 3/4 INCH TO 1 1/2 INCH STONE FOR SEDIMENT CONTROL	308				
3074 390350	137	TONS OF 2 INCH TO 3 INCH STONE FOR SEDIMENT CONTROL	308				
3075 390355	74	TONS OF 4 INCH TO 7 INCH STONE FOR SEDIMENT CONTROL	308				
3076 390525	17,222	LINEAR FEET OF SILT FENCE	308				
3077 390535	3,336	LINEAR FEET OF SUPER SILT FENCE	308				
3078 390600	68	CUBIC YARDS OF MIX NO. 3 CONCRETE FOR STORMWATER MANAGEMENT STRUCTURES	XXX				

END OF CATEGORY NO. 3

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
4001 400000	LUMP SUM	REMOVAL OF EXISTING RAILROAD BRIDGE	XXX	LUMP SUM			

END OF CATEGORY NO. 4

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
5001 500000	240	SQUARE FEET OF WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LEGENDS AND SYMBOLS	XXX				
5002 500000	11,600	SQUARE YARDS OF RUBBILIZING OF PORTLAND CEMENT CONCRETE PAVEMENT	XXX				
5003 504086	95	TONS OF HOT MIX ASPHALT SUPERPAVE 9.5MM FOR SURFACE, PG64-22, LEVEL-2	504				
5004 504102	90	TONS OF HOT MIX ASPHALT SUPERPAVE 9.5mm FOR WEDGE/LEVEL, PG64-22, LEVEL -2	504				
5005 504114	5,925	TONS OF HOT MIX ASPHALT SUPERPAVE 9.5mm, PG64-22, 8PV, LEVEL-4	504				
5006 504206	4,675	TONS OF HOT MIX ASPHALT SUPERPAVE 12.5MM FOR SURFACE, PG64-22, LEVEL-2	504				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
5007 504212	680	TONS OF HOT MIX ASPHALT SUPERPAVE 12.5MM FOR BASE, PG64-22, LEVEL-2	504				
5008 504298	30,992	TONS OF HOT MIX ASPHALT SUPERPAVE 19.0mm FOR BASE, PG64-22, LEVEL-2	504				
5009 504306	400	TONS OF HOT MIX ASPHALT SUPERPAVE 19.0MM FOR WEDGE/LEVEL, PG64-22, LEVEL-2	504				
5010 530100	7,100	SQUARE YARDS OF GRINDING HOT MIX ASPHALT PAVEMENT 0 INCH TO 2 INCH	509				
5011 585405	22,050	LINEAR FEET OF 5 INCH WHITE LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS	553 SP				
5012 585407	20,830	LINEAR FEET OF 5 INCH YELLOW LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS	553 SP				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 24 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
5013 585408	2,915	LINEAR FEET OF 10 INCH WHITE LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS	553 SP				
5014 585410	195	LINEAR FEET OF 10 INCH YELLOW LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKINGS	553 SP				
5015 585625	235	LINEAR FEET OF 24 INCH WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKING LINES	556 SP				

END OF CATEGORY NO. 5

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
6001 600000	500	LINEAR FEET OF MODIFIED TYPE C CURB & GUTTER, 12 INCH PAN - 8 INCH DEPTH	XXX				
6002 634300	320	LINEAR FEET OF STANDARD TYPE A COMBINATION CURB AND GUTTER 12 INCH GUTTER PAN 8 INCH DEPTH	602				
6003 634330	830	LINEAR FEET OF STANDARD TYPE C COMBINATION CURB AND GUTTER 12 INCH GUTTER PAN 8 INCH DEPTH	602				
6004 648620	62	LINEAR FEET OF MONOLITHIC CONCRETE MEDIAN VARIABLE WIDTH TYPE C-1, 2 FEET 0 INCH TO 6 FEET 0 INCH	602				
6005 660482	2,850	LINEAR FEET OF TRAFFIC BARRIER W BEAM USING 6 FOOT POST	605				
6006 660782	5,124	LINEAR FEET OF TRAFFIC BARRIER W BEAM MEDIAN BARRIER	605				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
6007 661505	5	EACH OF TYPE B TRAFFIC BARRIER END TREATMENT	606				
6008 661510	2	EACH OF TYPE C TRAFFIC BARRIER END TREATMENT	606				
6009 661525	4	EACH OF TYPE F TRAFFIC BARRIER END TREATMENT	606				
6010 661540	9	EACH OF TYPE K TRAFFIC BARRIER END TREATMENT, ANY OPTION	606				
6011 661544	1	EACH OF TYPE L TRAFFIC BARRIER ANCHORAGE USING OPTION 2 OR 3	606				
6012 662325	450	LINEAR FEET OF REMOVAL AND DISPOSAL OF EXISTING TRAFFIC BARRIER W BEAM	605				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 27 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
6013 662370	2	EACH OF TYPE E TRAFFIC BARRIER END TREATMENT 6 BAYS, ANY WIDTH	606				

END OF CATEGORY NO. 6

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7001 700000	420	EACH OF ASTER LATERIFLORUS PLUGS CALICO ASTER SPACE 2 FOOT OC	XXX				
7002 700000	950	EACH OF ASTER NOVAE-ANGLIAE PLUGS NEW ENGLAND ASTER SPACE 2 FOOT OC	XXX				
7003 700000	980	EACH OF CAREX TYPHINA PLUGS CAT-TAIL SEDGE SPACE 2 FOOT OC	XXX				
7004 700000	140	EACH OF CEPHALANTHUS OCCIDENTALIS 24 INCH HEIGHT #3 CG BUTTONBUSH SPACE 4 FOOT OC	XXX				
7005 700000	29	EACH OF CERCIS CANADENSIS 8 FOOTHEIGHT B&B EASTERN REDBUD MULTI-STEM SPACE 15 FT OC	XXX				
7006 700000	65	EACH OF CORNUS ALBA 'SIBIRICA' 30 INCH HEIGHT #3 CG RED- TWIG DOGWOOD SPACE 3 FOOT OC	XXX				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 29 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7007 700000	75	EACH OF CORNUS AMOMUM 24 INCH HEIGHT #3 CG SILKY DOGWOOD SPACE 4 FOOT OC	XXX				
7008 700000	1,250	EACH OF EUPATORIUM DUBIUM PLUGS JOE-PYE WEED SPACE 2 FOOT OC	XXX				
7009 700000	17	EACH OF HAMAMELIS VIRGINIANA 8 FOOT HEIGHT B&B COM WITCHHAZEL MULTI-STEM, SPACE 15 FOOT	XXX				
7010 700000	2,840	EACH OF IRIS VERSICOLOR #1 CG BLUE FLAG SPACE 2 FOOT OC	XXX				
7011 700000	3,840	EACH OF JUNCUS EFFUSES #1 QUART CG SOFT RUSH SPACE 2 FOOT OC	XXX				
7012 700000	9	EACH OF LAGERSTROMIA INDICA "NATCHEZ" 8 FOOT HEI GHT B&B CRAPEMYRTLE MULTI-STEM, SPACE 15	XXX				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 30 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7013 700000	1,138	EACH OF LIVE FASCINES	XXX				
7014 700000	8	EACH OF MAGNOLIA VIRGINIANA 8' HEIGHT B&B SWEET BAY MAGNOLIA MULTI-SYSTEM, SPACE 15 INCH	XXX				
7015 700000	2,770	EACH OF NYMPHAEA ODORATA #1 CG FRAGRANT WATER LILY SPACE 2 FOOT OC	XXX				
7016 700000	1,350	EACH OF PANICUM VIRGATUM PLUGS SWITCHGRASS SPACE 2 FOOT OC	XXX				
7017 700000	7	EACH OF PINUS VIRGINIANA 3 FOOT HEIGHT #5 CG VIRGINIA PINE SPACE 12 FOOT OC	XXX				
7018 700000	18	EACH OF PLATANUS OCCIDENTALIS 2 INCH CAL. B&B SYCAMORE SPACE AS SHOWN	XXX				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 31 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7019 700000	2,840	EACH OF SAGITTARIA LATIFOLIA #1 CG DUCK POTATO SPACE 2 FOOT OC	XXX				
7020 700000	3,790	EACH OF SCIRPUS PUNGENS #1 CG COMMON THREE-SQUARE SPACE 2 FOOT OC	XXX				
7021 700000	960	EACH OF SOLIDAGO RUGOSO PLUGS WRINKLE LEAF GOLDENROD SPACE 2 FOOT OC	XXX				
7022 700000	410	EACH OF SOLIDAGO SEMPERVIRENS PLUGS SEASIDE GOLDENROD SPACE 2 FOOT OC	XXX				
7023 700000	10	POUNDS OF POUNDS OF SHA SPECIAL PURPOSE SEED MIX	XXX				
7024 700000	12	POUNDS OF POUNDS OF STORMWATER MANAGEMENT SEED MIX 8 POUND PER ACRE IN SURFACE FILER	XXX				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 32 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7025 700000	1,551	POUNDS OF POUNDS OF WOOD CELLULOSE FIBER MULCH 1500 POUNDS PER ACRE	XXX				
7026 701345	46,000	SQUARE YARDS OF PLACING SALVAGED TOPSOIL 4 INCH DEPTH	701				
7027 704325	9,200	SQUARE YARDS OF PLACING FURNISHED TOPSOIL 2 INCH DEPTH	701				
7028 704345	35,000	SQUARE YARDS OF PLACING FURNISHED TOPSOIL 4 INCH DEPTH	701				
7029 705400	9,850	POUNDS OF TEMPORARY SEEDING	704				
7030 705500	238,500	SQUARE YARDS OF TURFGRASS ESTABLISHMENT	705				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7031 705510	15	TONS OF APPLYING LIMESTONE TO SALVAGED TOPSOIL AND NONTOPSOIL AREAS	705				
7032 705540	320	CUBIC YARDS OF APPLYING COMPOST TO SALVAGED TOPSOIL AND NONTOPSOILED AREAS	705				
7033 709100	25,350	SQUARE YARDS OF TYPE A SOIL STABILIZATION MATTING	709				
7034 714001	181	THOUSAND GALLONS OF ADDITIONAL WATERING OF PLANTS	710				
7035 720470	31	EACH OF ACER RUBRUM 'RED SUNSET' 2 INCH CAL. B&B	710				
7036 731855	27	EACH OF AMELANCHIER CANADENSIS 8 FOOT HEIGHT B&B	710				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 34 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
7037 742050	20	EACH OF ILEX OPACA (APPROVED VARIETIES) 5 FOOT HEIGHT B&B	710				
7038 743750	31	EACH OF PINUS STROBUS 5 FOOT HEIGHT B&B	710				
7039 752135	100	EACH OF CLETHRA ALNIFOLIA 2 FOOT HEIGHT 3 GALLON CONTAINER	710				
7040 765260	23	EACH OF VIBURNUM PRUNIFOLIUM 5 FOOT HEIGHT B&B	710				

END OF CATEGORY NO. 7

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 35 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8001 800000	2	EACH OF 3 INCH SCHEDULE 80 RIGID PVC 90 DEGREE CONDUIT BEND	XXX				
8002 800000	3	EACH OF CLASS II WOOD POLE 40 FOOT	XXX				
8003 800000	7	EACH OF RELOCATE EXISTING VIDEO DETECTOR CAMERA	XXX				
8004 800000	1	EACH OF RELOCATION OF EXISTING OPTICOM DETECTOR	XXX				
8005 800000	3	EACH OF REMOVE AND DISPOSE OF TRAFFIC SIGNAL EQUIPMENT	XXX				
8006 800000	940	LINEAR FEET OF PULL-BACK AND RE-ROUTE EXISTING CABLE	XXX				

STATE CONTRACT - CO3235168

FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8007 801001	3	CUBIC YARDS OF CONCRETE FOR SIGN FOUNDATION	801				
8008 801004	15	CUBIC YARDS OF CONCRETE FOR SIGNAL FOUNDATION	801				
8009 801104	972	LINEAR FEET OF WOOD SIGN SUPPORTS 4 INCH X 4 INCH	812				
8010 801106	739	LINEAR FEET OF WOOD SIGN SUPPORTS 4 INCH X 6 INCH	812				
8011 801605	1,020	SQUARE FEET OF SHEET ALUMINUM SIGNS	813				
8012 801711	560	SQUARE FEET OF REMOVE EXISTING GROUND MOUNTED SIGNS AND SUPPORTS	822				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 37 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8013 802501	540	LINEAR FEET OF NO. 6 AWG STRANDED BARE COPPER GROUND WIRE	810				
8014 805115	160	LINEAR FEET OF 3 INCH SCHEDULE 80 RIGID PVC CONDUIT-BORED	805				
8015 805118	330	LINEAR FEET OF 4 INCH SCHEDULE 80 RIGID PVC CONDUIT-BORED	805				
8016 805125	85	LINEAR FEET OF 2 INCH SCHEDULE 80 RIGID PVC CONDUIT- TRENCHED	805				
8017 805135	1,020	LINEAR FEET OF 3 INCH SCHEDULE 80 RIGID PVC CONDUIT- TRENCHED	805				
8018 805140	240	LINEAR FEET OF 4 INCH SCHEDULE 80 RIGID PVC CONDUIT- TRENCHED	805				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 38 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8019 805160	50	LINEAR FEET OF 1 INCH LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT FOR DETECTOR SLEEVE	805				
8020 807202	1	EACH OF METERED SERVICE PEDESTAL	807				
8021 810010	115	LINEAR FEET OF ELECTRICAL CABLE 1-CONDUCTOR NO. 4 AWG- THHN/THWN	810				
8022 810601	1	EACH OF NONINVASIVE DETECTOR, 500 FOOT LEAD IN CABLE	XXX				
8023 810605	5	EACH OF NONINVASIVE DETECTOR, 1000 FOOT LEAD IN CABLE	XXX				
8024 811001	18	EACH OF FURNISH AND INSTALL ELECTRICAL HANDHOLE	XXX				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 39 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8025 812002	200	LINEAR FEET OF WOOD SIGN SUPPORT 6 INCH X 6 INCH	812				
8026 812003	184	LINEAR FEET OF WOOD SIGN SUPPORT 6 INCH X 8 INCH	812				
8027 813014	32	SQUARE FEET OF INSTALL GROUND MOUNTED SIGN	813				
8028 813015	152	SQUARE FEET OF INSTALL OVERHEAD SIGN	813				
8029 813023	212	SQUARE FEET OF RELOCATE EXISTING GROUND MOUNTED SIGNS	822				
8030 816001	4	EACH OF VIDEO DETECTION CAMERA	816				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 40 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8031 816005	2	EACH OF CONTROL CABLE, 250 FOOT, VIDEO DETECTION CAMERA TO CONTROLLER	816				
8032 816010	3	EACH OF CONTROL CABLE, 500 FOOT, VIDEO DETECTION CAMERA TO CONTROLLER	816				
8033 816201	1	EACH OF DISCRIMINATOR MODULE, 4 CHANNEL, NO. 764	816				
8034 816210	1	EACH OF OPTICOM EMITTER SYSTEM, 700 SERIES	816				
8035 816215	4	EACH OF OPTICOM NO. 721 DETECTOR EYE	816				
8036 818041	1	EACH OF STEEL POLE WITH A SINGLE 60 FOOT MAST ARM	818				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 41 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8037 818051	1	EACH OF STEEL POLE WITH TWIN 50 FOOT AND 70 FOOT MAST ARMS	818				
8038 818052	1	EACH OF STEEL POLE WITH SINGLE 70 FOOT MAST ARM	818				
8039 821001	2	EACH OF BREAKAWAY BASE SUPPORT SYSTEM FOR STEEL BEAMS	821				
8040 831010	3	EACH OF 250 WATT HIGH PRESSURE SODIUM LAMP AND LUMINAIRE	806				
8041 833060	35	LINEAR FEET OF 3 INCH DIAMETER POLYVINYL CHLORIDE CONDUIT, SCHEDULE 80, RISER	805				
8042 837001	10	EACH OF GROUND ROD - 3/4 INCH DIAMETER X 10 FOOT LENGTH	804				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 42 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8043 851005	40	LINEAR FEET OF GALVANIZED STEEL BEAMS (W8X18)	802				
8044 860284	88	EACH OF 12 INCH LED VEHICULAR TRAFFIC SIGNAL HEAD SECTION	814				
8045 860288	580	LINEAR FEET OF FURNISH AND INSTALL 4 CONDUCTOR OPTICON CABLE	810				
8046 861104	1,750	LINEAR FEET OF ELECTRICAL CABLE - 2 CONDUCTOR (ALUMINUM SHIELDED)	810				
8047 861107	180	LINEAR FEET OF ELECTRICAL CABLE - 5 CONDUCTOR (NO. 14 AWG)	810				
8048 861108	3,000	LINEAR FEET OF ELECTRICAL CABLE - 7 CONDUCTOR (NO. 14 AWG)	810				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 43 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8049 861116	625	LINEAR FEET OF ELECTRICAL CABLE - 2 CONDUCTOR (NO. 12 AWG)	810				
8050 862101	390	LINEAR FEET OF LOOP WIRE ENCASED IN FLEXIBLE TUBING (NO. 14 AWG)	810				
8051 862102	130	LINEAR FEET OF SAW CUT FOR SIGNAL (LOOP DETECTOR)	815				
8052 866104	3	EACH OF 20 FOOT LIGHTING ARM ON SIGNAL STRUCTURE	818				
8053 869102	305	LINEAR FEET OF STEEL SPAN WIRE - 3/8 INCH DIAMETER	819				
8054 871117	1	EACH OF INSTALL EIGHT PHASE (FULLY ACTUATED) CONTROLLER AND CABINET - BASE MOUNT	816				

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 44 of 46

SCHEDULE OF PRICES

ITEM NO. CCS NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS	SECTION	UNIT PRICE		AMOUNTS	
				DOLLARS	CENTS	DOLLARS	CENTS
8055 871202	1	EACH OF INSTALL CONTROLLER AND CABINET - BASE MOUNT	816				

END OF CATEGORY NO. 8

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 1001-1032, 2001-2007, 3001-3078, 4001, 5001-5015, 6001-6013, 7001-7040, 8001-8055					
		THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH PRICES IN NUMERALS AND EXTENSIONS SHALL BE MADE BY HIM.					

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FEDERAL CONTRACT - ES-STPD-300-1(46)N, HP-1277(002)N, HP-4290(004)N Page 2 - 46 of 46



GENERAL MATERIAL REQUIREMENTS

CONVICT PRODUCED MATERIALS

Section 1019 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) clarifies that materials produced by convict labor after July 1, 1991 may not be used for Federal-aid highway construction projects unless produced at a prison facility producing convict made materials for Federal-aid construction projects prior to July 1, 1987.

CONTRACT PROVISION BUY AMERICA

The Contractor shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 as amended by Section 1041(a) and 1048(a) of the Intermodal Surface Transportation Efficiency Act of 1991 with regard to the furnishing and coating of iron and steel products. A nationwide waiver for this provision has been granted for pig iron and processed, pelletized, and reduced iron ore.

All bidders shall submit a bid using Domestic Iron and Steel Products with coatings that have been applied inside the United States. If the bidder elects, an additional alternate bid may be submitted using Foreign Products on one or more of the above items in this Contract.

The Contract, if awarded, will be awarded to the responsible bidder who submits the lowest total bid for the Contract based on furnishing Domestic Products unless such bid exceeds the lowest total bid based on furnishing Foreign Products by more than twenty five percent (25%). Foreign Products will not be permitted to be used as a substitution for Domestic ones after the bid has been awarded.

When steel and iron products and/or coatings are used in a project, the Contractor is not prohibited from using a minimal amount of foreign steel and iron products and/or coatings, if the cost of such materials used does not exceed one-tenth of one percent (0.1 %) of the total contract cost or \$2,500, whichever is greater.



**ALTERNATE BID
USING FOREIGN PRODUCTS**

When a bidder elects to utilize Foreign Products on one or more items, the following summation indicating the Total Bid using Foreign Products must be completed in addition to the individual item bid tabulations.

The following instructions are given to the bidder in completing the Total Bid summation using Foreign Products:

- 1 - The "Bid Total" for the initial bid using Domestic Products shall be shown on line (1).
- 2 - The subtotal for Item Amounts using Domestic Products shall be shown on line (2), for those items which the Contractor elects to use Foreign Products.
- 3 - The subtotal for Item Amounts using Foreign Products shall be shown on line (3).
- 4 - The total Bid, utilizing Foreign Products shall be shown on line (4). The value is obtained by subtracting subtotal (2) from the Total Bid (1) and then adding subtotal (3).

Bid Total for Bid 1 using Domestic items	Line (1)_____
Total of Domestic Items	Line (2) - _____
Total of Foreign Items	Line (3) + _____
Bid Total using Foreign Items	Line (4)_____



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.

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 has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

1. Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
2. Been convicted of any criminal violation of a state or federal antitrust statute;
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;



- 4. Been convicted of a violation of the State Minority Business Enterprise Law, 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 and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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



F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. 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.



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;
 - (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 §J(2)(b), above;

(h) Notify its employees in the statement required by §J(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 §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §J(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 §J(2)(a)—(j), above.

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

4. I acknowledge and agree that:

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

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

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

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.

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



Maryland Department of Transportation
State Highway Administration

CONTRACT PROVISIONS
PROPOSAL FORM PACKET — FEDERAL

CONTRACT NO. CO3235168
FAP NO. ES-NH-STPD-300-1(46)N
HP-1277(002)N and HP-4290(004)N
14 of 28

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)



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-N) 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

_____ (SEAL) _____
Signature Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature



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 Date

_____ Print Signature

TITLE: _____ WITNESS: _____
Signature

_____ Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

_____ Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

_____ Print Signature

MDOT DBE FORM A - (MDOT-OP 016-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
CERTIFIED DBE 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. CO3235168, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of **FIFTEEN** percent (**15%**). I agree that the DBE firms listed in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts – Bids Only) will be used to accomplish the DBE participation goal for this Contract for at least the dollar amounts set forth therein.

OR

I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver of the overall goal. 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 DBE firms listed in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts – Bids Only) will be used to accomplish the DBE participation goal for this Contract for at least the dollar amounts set forth therein.

2. Additional DBE 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 DBE Form C - Federally-Funded Contracts – Bids Only);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts – Bids Only);
- (c) DBE 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 DBE participation goal.

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.

MDOT DBE FORM A - (MDOT-OP 016-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
Page 2 of 2

3. Information Provided to DBE firms

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

**MDOT DBE FORM B - (MDOT-OP 017-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
DBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

Page 1 of 3

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

***** STOP *****

**FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) DBE 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 DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS (“DBE” for Federally-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 DBE participation goal. 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 a DBE firm is certified and eligible to receive DBE 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 DBE Directory includes the products to be supplied and/or services to be performed that are used to achieve the DBE participation goal.
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 send an email to mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE 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 DBE Participation Schedule.



MDOT DBE FORM B - (MDOT-OP 017-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE
Page 2 of 3

6. For each DBE 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 DBE participation goal:**
 - 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 DBE 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 DBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE 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 5 of the DBE Participation Schedule, please state the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services in Section 5.3.
 - 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 DBE participation goal, you may count the total amount of the subcontract. In Column 5 of the DBE Participation Schedule, please state the total amount of the subcontract in Section 5.1.
 - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES (i) if the DBE firm is furnishing and installing the materials and is certified to perform these services, please include in Section 5.1 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 DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). In Column 5, Section 5.2 of the DBE Participation Schedule, please state amount of the subcontract for these supplies/products only (not installation) and sixty percent (60%) of such value.
7. Cumulative credit given for the use of all DBE suppliers/wholesalers/regular dealers/brokers/manufacturers in the DBE Participation Schedule cannot exceed sixty percent (60%) of the entire DBE participation goal. For example, if your bid is \$100,000 and you have indicated that you will achieve \$25,000 in DBE Participation, the cumulative participation by DBE firms that are suppliers, manufacturers, wholesalers, brokers and regular dealers cannot exceed \$15,000 (or 60% of \$25,000).

MDOT DBE FORM B - (MDOT-OP 017-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE
 Page 3 of 3

8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal, work performed by its own forces. Include information about the DBE prime in Part 2.

9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 5 for all of the DBE firms listed in Part 2, **MUST** equal at least the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts (Bids Only) for this solicitation. If a bidder is unable to achieve the DBE participation goal, then the bidder must request a waiver in Form A or the bid shall 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 DBE participation goal.

WORKSHEET

Total DBE Firm Participation Amount	\$	
(Add amounts listed for all DBE Firms in Column 5 of DBE Participation Schedule)		
Divide by Total Contract Amount	+	
Percent Overall DBE Participation	=	%



MDOT DBE FORM B - (MDOT-OP 017-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
PART 2 – DBE PARTICIPATION SCHEDULE

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

Page __ of __

Prime Contractor	Project Description	Solicitation Number

List Information for each Certified MBE Subcontractor used to achieve the DBE Participation Goal.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5 Unless the bidder requested a waiver in MDOT DBE Form A – Federally Funded Contracts (Bids Only) for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
Name of DBE Subcontractor and tier	Certification No. and DBE Classification	Total Subcontractor Amount	NAICS Codes/s NAICS Code/s of the specific products to be supplied or services to be performed by the DBE firm	Dollar Amount(s) for purposes of achieving the DBE Participation Goal. State the dollar amount of the products/services in Line 5.1 except for those services or products where the DBE firm is being used as a wholesaler, supplier, regular dealer, or broker. For those items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer complete Line 5.2 using the 60% Rule. For those items of work where the DBE firm is being used as a broker, complete Line 5.3.
<input type="checkbox"/> Please check if DBE 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 DBE Classification	\$		5.1 Subcontract Amount for Products/Services (Excluding Products/Services from Suppliers, Wholesalers, Regular Dealers and Brokers) \$ 5.2 Amount for Items of Work where the MBE firm is being used as Suppliers, Wholesalers and/or Regular Dealers (Please refer to Section 6(E) in Part 1 - Instructions). Total value of Supplies/Products \$ X 60% (60% Rule) = \$ (amount for purposes of achieving the DBE Participation Goal). 5.3 Amount of Fee where DBE firm is being used as Broker (Please refer to Section 6(C) in Part 1 - instructions). \$

Please check if Continuation Sheets are attached.



MDOT DBE FORM B - (MDOT-OP 017-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
CONTINUATION SHEET

Page ___ of ___

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5 Unless the bidder requested a waiver in MDOT DBE Form A – Federally Funded Contracts (Bids Only) for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
Name of DBE Subcontractor and tier	Certification No. and DBE Classification	Total Subcontractor Amount	NAICS Codes/s NAICS Code/s of the specific products to be supplied or services to be performed by the DBE firm	Dollar Amount(s) for purposes of achieving the DBE Participation Goal. State the dollar amount of the products/services in Line 5.1 except for those services or products where the DBE firm is being used as a wholesaler, supplier, regular dealer, or broker. For those items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer complete Line 5.2 using the 60% Rule. For those items of work where the DBE firm is being used as a broker, complete Line 5.3.
<input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <input type="checkbox"/> Women-Owned <input type="checkbox"/> African American-Owned <input type="checkbox"/> Other DBE Classification	\$		5.1 Subcontract Amount for Products/Services (Excluding Products/Services from Suppliers, Wholesalers, Regular Dealers and Brokers) \$ 5.2 Amount for Items of Work where the MBE firm is being used as Suppliers, Wholesalers and/or Regular Dealers (Please refer to Section 6(E) in Part 1 - Instructions). Total value of Supplies/Products \$ X 60% (60% Rule) = \$ (amount for purposes of achieving the DBE Participation Goal). 5.3 Amount of Fee where DBE firm is being used as Broker (Please refer to Section 6(C) in Part 1 - instructions). \$



MDOT DBE FORM B - (MDOT-OP 017-2)
FEDERALLY-FUNDED CONTRACTS (BIDS ONLY)
PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE

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

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 DBE Directory for each of the DBE firms listed in Part 2 of this DBE Form B for purposes of achieving the DBE participation goal that was identified in the DBE Form A that I submitted with this solicitation, and that the DBE 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 DBE Form B.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT DBE 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



INFORMATION REQUIRED TO BE SUBMITTED FOR FEDERALLY ASSISTED CONTRACTS:

(a) Each bidder shall provide the following information:

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

____ DBE ____ Non-DBE 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:

NAME OF FIRM: _____

Street and/or P.O. Box

City State Zip Code

____ DBE ____ Non-DBE 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

____ DBE ____ Non-DBE 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

____ DBE ____ Non-DBE 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

____ DBE ____ Non-DBE 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

____ DBE ____ Non-DBE 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 28, 26B of 28, 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



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

426 (working days)

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

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

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



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

THREE THOUSAND TWO HUNDRED EIGHTY dollars (**\$3,280**) per working 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 full 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).



MARYLAND STATE HIGHWAY ADMINISTRATION

SUBCONTRACTING

Subcontracting by the Prime Contractor. Form OOC 42 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 OOC 43 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 OOC 42 and Form OOC 43 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.