MARYLAND TRANSIT ADMINISTRATION
MARYLAND DEPARTMENT OF TRANSPORTATION
Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
Darrell B. Mobley, Acting Secretary • Ralign T. Wells, Administrator

TO: All Planholders

FROM: Maryland Transit Administration
Transit Development and Deliver
100 S. Charles St., Suite 700
Baltimore, Maryland 21201

SUBJECT: **Addendum No. 2**
Contract No. T-0862-1940
Baltimore Red Line C19 Reforestation and Landscaping

DATE: July 21, 2014

Enclosed and effective this date is Addendum No.2 to the subject Contract. This Addendum reflects changes made to the solicitation as mentioned on the attached list and includes responses to Planholder's written questions in Attachment A.

The bidder(s) shall acknowledge receipt of this Addendum by completing and returning this form with the proposal package.

All other terms and conditions remain unchanged.

Sincerely,

Heidi J. Tarleton
Procurement Officer

Acknowledgement of receipt of ADDENDUM #2 to Solicitation #T-0862-1940

Vendor Name: _____

_____ _____
Authorized Representative's Signature Date

A list of the changes made to this solicitation follows:

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of Baltimore Red Line C19 – Reforestation & Landscaping, Contract # T-0862-1940.

Contract Specifications		
Item No. (Referenced #)	**Page or Section**	**Modification**
One	**Section 1.33, Item b, Page 17**	**Section 1.33b *Performance Guarantees*, Item b shall now read:** b. A pledge of U.S. Government Securities or cash held in escrow by a Maryland bank in the amount of ~~10%~~ of the total estimated contract ceiling price to be held by a Maryland bank in escrow for the term of the contract and any extensions thereto. The form of the pledge must allow the MTA to direct the bank to liquidate the securities and withdraw funds from the escrow account upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The pledge must be signed and notarized by authorized officials of both the Contractor and the bank. b. A pledge of U.S. Government Securities or cash held in escrow by a Maryland bank in the amount of 100% of the total estimated contract ceiling price to be held by a Maryland bank in escrow for the term of the contract and any extensions thereto. The form of the pledge must allow the MTA to direct the bank to liquidate the securities and withdraw funds from the escrow account upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The pledge must be signed and notarized by authorized officials of both the Contractor and the bank.

Two	**Section 1.33, Item c, Page 18**	**Section 1.33c *<u>Performance Guarantees</u>*, Item b shall now read:** c. An irrevocable Letter of Credit (LOC) issued by a Maryland financial institution in a form acceptable to the MTA in the amount of ~~10%~~ of the total estimated contract ceiling price. The form of the LOC must allow the MTA to draw upon the funds upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The LOC must be signed and notarized by authorized officials of both the Contractor and the bank. c. An irrevocable Letter of Credit (LOC) issued by a Maryland financial institution in a form acceptable to the MTA in the amount of 100% of the total estimated contract ceiling price. The form of the LOC must allow the MTA to draw upon the funds upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The LOC must be signed and notarized by authorized officials of both the Contractor and the bank.

Addendum No. 2

Attachment A - Responses to Planholder's Questions

SOLICITATION NO: T-0862-1940
Baltimore Red Line C19 Reforestation and Landscaping

Attachment A

No.	Section	Questions from Proposers	Response to Questions
1	32 93 00 Section 3.6 (D)	What will be the watering guidelines and approval process, with regards to determination as to when the plantings need watering and the amount of watering to be completed as needed?	As specified in 32 93 00 Section 3.6 (D). 'Monitor the water needs of all plants throughout the life of the Contract, providing a minimum of a one inch rainfall equivalent per week during the growing season. When the contractor feels watering is necessary, notify the Engineer for concurrence and approval.'
2	Line Item 61 of Bid Form	In the event of a severe drought where the watering requirements exceed the quantity listed, what will be the form of payment for watering requirements that exceed the contracted quantity; or will watering by contractor cease when the quantity listed is met?	See General Provisions Section GP-4.04 Variations in Estimated Quantities, Page GP-19
3	32 93 00 Section 4.2	Is MTA paying the water meter charges to Baltimore and compensating contractor only for the watering services, or is the contractor responsible for obtaining the water meter and paying all charges incurred from Baltimore for water supply?	Payment will be unit price per 1000 gallons (MG) of water applied to the installed plant materials as specified in 32 93 00 Section 4.2.
4	01550 Section 4.01	Costs associated with watering in the park are less, as the park location does not require establishing and maintaining traffic control during the watering application, however any watering at street locations will require traffic control increasing the overall costs associated with the application. Is it possible to have two separate items for watering at the park and watering at street locations so that the traffic control is not a factor in the unit price at the park?	There will not be two separate bid items for watering in the park and along the street. Maintenance and control of traffic will be paid for at the percentage of total Contract progress multiplied by the lump sum price for maintenance and control of traffic in the unit price schedule as specified in 01550 Section 4.01.
5	GP Section 4.10	The tree grates appear to be old, who is responsible should one or more break during the removal? Will there be equipment to offload grates at storage location?	The contractor will be responsible for any damage to the existing tree grates, refer to GP Section 4.10 WARRANTY OF CONSTRUCTION. The contractor shall be responsible for off-loading grates if Baltimore City Department of Recreation and Parks do not have any equipment available at the time that is compatible with the Contractor's vehicle .
6	General	What is the address of the facility we are taking the President Street tree grates to?	Grates will be returned to the Baltimore City Department of Recreation and Parks shop yard located in Druid Hill Park.
7	Drawing ES-19001	Are the filter logs to be trenched or not?	Filter logs will be un-trenched as noted on drawing ES-19001, Cimaglia Park Sequence of Construction, note #4. 'Remove invasive vegetation as necessary to install filter log and install filter log using an un-trenched installation.'
8	32 93 00 Section 3.1-C-1	There appears to be underground utilities along President Street on drawing LS-19C02, on the west side between E Lombard St. and E Baltimore St. (Photos attached) How are we to address these issues?	As specified in 32 93 00 Section 3.1-C-1. 'When utility lines are encountered or other subsurface conditions in plant pits are otherwise unsuitable for the particular varieties of plants to be planted, as determined by the Engineer, the Engineer will direct that the plants be relocated in satisfactory locations.'
9	General	Can the bid due date be extended to allow additional time for acquiring minority contractors?	The bid due date cannot be extended. This contract is weather dependent and the first planting must be done this Fall.

STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

TRANSIT DEVELOPMENT AND DELIVERY

INVITATION FOR BIDS (IFB)

SOLICITATION NO. T-0862-1940

BALTIMORE RED LINE – C19 – REFORESTATION AND LANDSCAPING

ADDENDUM NO. 2 – CONFORMED COPY

Issue Date: July 21, 2014

NOTICE

A Prospective Bidder that has received this document from the Maryland Transit Administration's (MTA) website or https://emaryland.buyspeed.com/bso/, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

Disadvantaged Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO VENDORS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title: BALTIMORE RED LINE – C19 – REFORESTATION AND LANDSCAPING
Solicitation No: T-0862-1940

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

( ) Other commitments preclude our participation at this time.
( ) The subject of the solicitation is not something we ordinarily provide.
( ) We are inexperienced in the work/commodities required.
( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
( ) The scope of work is beyond our present capacity.
( ) Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
( ) We cannot be competitive. (Explain in REMARKS section.)
( ) Time allotted for completion of the Bid/Proposal is insufficient.
( ) Start-up time is insufficient.
( ) Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
( ) Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
( ) DBE requirements are not attainable or realistic. (Explain in REMARKS section.)
( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
( ) Payment schedule too slow.
( ) Other:_____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS: _____

_____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

If you have chosen not to submit a bid on this procurement, please fax this completed form to: (410)-685-2605 (Attention: Heidi J. Tarleton).

Thank you

STATE OF MARYLAND
MARYLAND TRANSIT ADMINISTRATION

IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids:	**BALTIMORE RED LINE – C19 – REFORESTATION AND LANDSCAPING**
Solicitation Number:	**T-0862-1940**
IFB Issue Date:	**June 27, 2014**
IFB Issuing Office:	**MD Department of Transportation** **Maryland Transit Administration** **Transit Development and Delivery**
Procurement Officer:	**Heidi J. Tarleton** **Maryland Transit Administration** **Transit Development and Delivery** **100 S. Charles Street, Tower Two, Suite 1001** **Email: contractingofficer@baltimoreredline.com** **Fax #: (410) 685-2605**
Bids are to be sent to:	**Maryland Transit Administration** **Transit Development and Delivery** **100 S. Charles Street, Tower Two, Suite 1001** **Baltimore, Maryland 21201** **Attention: Heidi J. Tarleton**
Pre-Bid Conference:	**July 8, 2014 at 10:00 am Local Time** **Maryland Transit Administration** **Transit Development and Delivery** **100 S. Charles Street, Tower Two, Suite 1001** **Baltimore, Maryland 21201**
Pre-Bid Site Visit:	**July 8, 2014 at 12noon Local Time** **Cimaglia Park at Fort Holabird** **6701 Oak Avenue, Baltimore, MD 21214**
Questions Closing Date:	**July 18, 2014 at 2:00 pm Local Time**
Closing Date and Time:	**July 25, 2014 at 2:00 pm Local Time**
Public Bid Opening:	**July 25, 2014 at 2:00 pm Local Time** **Maryland Transit Administration** **Transit Development and Delivery** **100 S. Charles Street, Tower Two, Suite 1001** **Baltimore, Maryland 21201**
DBE Subcontracting Goal:	**29%**

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Transit Administration (MTA or the Department) is issuing this Invitation for Bids (IFB) to perform reforestation and landscaping services, including tree and shrub planting and removal of invasive plants at various locations as set forth in the Specifications.

1.1.2 It is the State's intention to obtain services, as specified in this IFB, from a Contract between the selected Bidder and the State. The anticipated duration of services to be provided under this Contract is 365 days from issuance of a Notice to Proceed plus a two-year Care and Replacement Period for a total contract duration of three years with no renewal option years. See Section 1.4 for more information.

1.1.3 The Department intends to make a single award as a result of this IFB.

1.1.4 Bidders, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

a. **Bid –** A statement of price offered by a Bidder in response to an IFB.

b. **Bidder** – An entity that submits a Bid in response to this IFB.

c. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of "Normal State Business Hours" below**)**.

d. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.

e. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.

f. **Contract Award Date** – The date the contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.

g. **Contract Commencement Date -** The start date of performance.

h. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.

i. **Contractor** – The selected Bidder that is awarded a Contract by the State.

j. **Department or MTA** – Maryland Transit Administration.

k. **Disadvantaged Business Enterprise (DBE) -** Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03. The Maryland Department of Transportation (MDOT) hereby notifies all bidders/offerors that in regard to any contract entered into pursuant to this advertisement, whenever the term 'disadvantaged' or 'minority' is used, it is understood to include women. The terms 'disadvantaged' and 'minority' include certified female owned businesses, which will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award. It is the goal of MDOT that disadvantaged business enterprises participate in all federal-aid contracts. Each contract will be evaluated for the placement of a goal for DBE participation on a contract-by-contract basis.

l. **eMM** – eMaryland Marketplace (see IFB Section 1.8).

m. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the MTA, Solicitation Number T-0862-1940 dated **June 27, 2014**, including any addenda.

n. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

o. **Normal State Business Hours -** Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.

p. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Contract Commencement Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

q. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

r. **State** – The State of Maryland.

s. **Total Bid Price -** The Bidder's total price for services in response to this solicitation, included in the Bid in Attachment F – Bid Form, and used in determining the recommended awardee (see IFB Section 1.15).

t. **Working Day(s)** – Same as "Business Day(s)."

1.3 Contract Type

The Contract resulting from this solicitation shall be a firm fixed price as defined in COMAR 21.06.03

1.4 Contract Duration

1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required ("Contract Award Date").

1.4.2 During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Contract Commencement Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.

1.4.3 As of the Contract Commencement Date as contained in a Notice to Proceed (see Section 1.2 Definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.

1.4.4 The duration of the Contract will be for the period of time from Contract Commencement Date plus 365 days from issuance of a Notice to Proceed plus a two-year Care and Replacement Period for a total contract duration of three years with no renewal option years for the provision of all services required by the Contract and the requirements of this solicitation.

1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Heidi J. Tarleton
Procurement Officer
Maryland Transit Administration
Transit Development and Delivery
100 S. Charles Street, Tower Two, Suite 1001
Email: contractingofficer@baltimoreredline.com
Fax #: (410) 685-2605

The Department may change the Procurement Officer at any time by written notice. No other MTA employees should be contacted referencing this IFB. The vendor is liable for any information received from other than the procurement officer.

1.6 Pre-Bid Conference and Site Visit

A Pre-Bid Conference (the Conference) will be held on **July 8, 2014**, beginning at **10:00 am** Local Time, at **Maryland Transit Administration, Transit Development and Delivery, 100 S. Charles Street, Tower Two, Suite 1001, Baltimore, Maryland 21201**. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Bidders known to have received a copy of this IFB. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See IFB Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 685-2605 the Pre-Bid Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on **July 3, 2014**. The Pre-Bid Conference Response Form is included as **Attachment E** to this IFB. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability,

please notify the Procurement Officer no later than **July 3, 2014**. The Department will make a reasonable effort to provide such special accommodation.

A site visit is suggested for prospective Bidders to assist in responding to this IFB. A site visit has been pre-scheduled for **July 8, 2014**, beginning no earlier than **Noon**, at **Cimaglia Park at Fort Holabird, 6701 Oak Avenue, Baltimore, Maryland 21214**. All prospective Bidders are encouraged to attend in order to facilitate better preparation of their Bids.

1.7 eMaryland Marketplace

Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Bid submission to this IFB.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MTA website http://mta.maryland.gov/procurements and possibly other means for transmitting the IFB and associated materials, the solicitation and summary of the Pre-Bid Conference, Bidder questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to https://emaryland.buyspeed.com/bso/login.jsp, click on "Register" to begin the process, and then follow the prompts.

1.8 Questions

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: **contractingofficer@baltimoreredline.com**. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Bidders attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Bid due date. Questions are requested to be submitted no later than **2:00pm** on **July 18, 2014**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

1.9 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

1.10 Bids Due (Closing) Date and Time

Bids, in the number and form set forth in Section 4.4 "Required Bid Submissions," must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than **2:00pm** Local Time on **July 25, 2014** in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this section will not be considered.

Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.

Bids may not be submitted by e-mail or facsimile.

Vendors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Title Page (page ii).

1.11 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.12 Receipt, Opening and Recording of Bids

1.12.1 Receipt. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.

1.12.2 Opening and Recording. Bids and timely modifications to Bids shall be opened publicly, at the time, date and place designated in the IFB. The name of each Bidder, the total Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

1.12.3 The Bid Opening shall be **July 25, 2014 at 2:00pm** at **Maryland Transit Administration, Transit Development and Delivery, 100 S. Charles Street, Tower Two, Suite 1001, Baltimore, Maryland 21201.**

1.13 Confidentiality of Bids

The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.

For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.14 Award Basis

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

1.15 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.16 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.17 Revisions to the IFB

If it becomes necessary to revise this IFB before the due date for Bids, the Department shall endeavor to provide addenda to all prospective Bidders that were sent this IFB or which are otherwise known by the Procurement Officer to have obtained this IFB. In addition, addenda to the IFB will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Bidders to check all applicable websites for any addenda issued prior to the submission of Bids.

Acknowledgment of the receipt of all addenda to this IFB issued before the Bid due date shall be included in the Transmittal Letter accompanying the Bidder's Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the IFB.

1.18 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

1.19 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to this solicitation.

1.20 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.21 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see Section 1.32 "Minority Business Enterprise Goals" and Section 1.33 "Veteran-Owned Small Business Enterprise Goals.").

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary.

1.22 Substitution of Personnel

If the solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.23 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB, all Attachments, and the Contract, attached herein as **Attachment A**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. **Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.**

1.24 Bid/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this IFB.

1.25 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB. This Affidavit must be provided within ten (10) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

1.26 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.27 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is http://www.dat.state.md.us/sdatweb/services.html .

It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with SDAT shall disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.28 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

(a) Falsify, conceal, or suppress a material fact by any scheme or device;
(b) Make a false or fraudulent statement or representation of a material fact; or
(c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.30 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at:

http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf

1.31 Electronic Procurements Authorized

A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract for protests.

C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://emaryland.buyspeed.com/bso/), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

   (a) the solicitation (e.g., the IFB/RFP);
   (b) any amendments;
   (c) pre-Bid/Proposal conference documents;
   (d) questions and responses;
   (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
   (f) notices of award selection or non-selection; and
   (g) the Procurement Officer's decision on any Bid protest or Contract claim.

2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:

   (a) ask questions regarding the solicitation;
   (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
   (c) submit a "No Bid/Proposal Response" to the solicitation.

3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are ***not authorized*** to be conducted by electronic means:

1. submission of initial Bids or Proposals;
2. filing of Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

1.32 Disadvantaged Business Enterprise Goal and Subgoals

1.32.1 Establishment of Goal and Subgoals.

An overall DBE subcontractor participation goal of **29%** of the total contract dollar amount has been established for this procurement.

1.32.2 **Attachment D** – Disadvantaged Business Enterprise participation, instructions, and forms are provided to assist Bidders/Offerors. A Bidder/Offeror must include with its Bid/Proposal a completed MDOT Certified DBE Utilization and Fair Solicitation Affidavit (**Attachment D-MDOT DBE Form A**) whereby:

(a) The Bidder/Offeror acknowledges the certified DBE participation goal and commits to make a good faith effort to achieve the goal or requests a waiver, and affirms that DBE subcontractors were treated fairly in the solicitation process; and

(b) The Bidder/Offeror responds to the expected degree of DBE participation, as stated in the solicitation, by identifying the specific commitment of certified DBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each DBE subcontractor identified on the MBE participation schedule.

If a Bidder/Offeror fails to submit a completed Attachment D-MDOT Form A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

1.32.3 Bidders/Offerors are responsible for verifying that each of the DBE(s) selected to meet the goal and subsequently identified in **Attachment D- MDOT DBE Form B** is appropriately certified and has the correct NAICS codes allowing it to perform the intended work.

1.32.4 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.

(a) Outreach Efforts Compliance Statement (**Attachment D-MDOT DBE Form C**).
(b) Subcontractor Project Participation Certification (**Attachment D-MDOT DBE Form D**).
(c) If the recommended awardee believes a waiver (in whole or in part) of the overall DBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
(d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified DBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award.

1.32.5 A current directory of certified DBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at http://www.mdot.state.md.us. The most current and up-to-date information on DBEs is available via this website. **Only MDOT-certified DBEs may be used to meet the DBE subcontracting goals.**

1.32.6 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of DBE Participation:

(a) **Attachment D-1** (Monthly Prime DBE Payment Report).
(b) **Attachment D-2** (Monthly Subcontractor DBE Payment Report).

1.32.7 A Bidder/Offeror requesting a waiver of the goal will be responsible for submitting the following form if applicable within ten (10) Business Days of recommendation for award and all documentation as required in **COMAR 21.11.03.11 - Waiver**:

(a) **Attachment D – MDOT DBE Form E** (Good Faith Efforts Guidance and Documentation).

1.32.8 All documents, including **Attachment D**, completed and submitted by the Bidder/Offeror in connection with its certified DBE participation commitment shall be considered to be a part of the resulting Contract and are hereby expressly incorporated into reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see **Attachment A**, § 2.1).

1.33 Performance Guarantees

To ensure performance in accordance with the terms and conditions of the Contract and to protect the MTA and its patrons in the event of the Contractor's default on its contractual obligations, the Contractor shall be required to submit a Performance Guarantee to the MTA prior to commencement of the contract. The Guarantee shall equal **100%** of the total contract dollar amount and be in ***only*** one of the forms specified below.

a. A performance bond shall be in the format specified in Attachment K. The completed form shall be delivered to the MTA within ten (10) business days of receiving notification of recommendation for Contract award. The following surety bond qualifications shall apply:

   1. Bonds shall be written through surety insurers authorized to do business in the State of Maryland as surety, with a rating of at least "BV" as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company.

   2. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as show in this circular.

   3. Surety Bonds guaranteed through the U.S. Government Small Business Administration or Contractors Training and Development, Inc. will also be acceptable.

   4. The attorney-in-fact or other officer who signs for a contract bond for a surety company must file with such bond a certified copy of their power of attorney authorizing him or her to do so. The contract bond must be countersigned by the surety's resident Maryland Agent.

b. A pledge of U.S. Government Securities or cash held in escrow by a Maryland bank in the amount of 100% of the total estimated contract ceiling price to be held by a Maryland bank in escrow for the term of the contract and any extensions thereto. The form of the pledge must allow the MTA to direct the bank to liquidate the securities and withdraw funds from the escrow account upon presentation to the bank of a certification from the MTA Administrator that the

Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The pledge must be signed and notarized by authorized officials of both the Contractor and the bank.

c. An irrevocable Letter of Credit (LOC) issued by a Maryland financial institution in a form acceptable to the MTA in the amount of 10% of the total estimated contract ceiling price. The form of the LOC must allow the MTA to draw upon the funds upon presentation to the bank of a certification from the MTA Administrator that the Contractor has been issued a notice of termination for default in accordance with the terms of the contract. No countersignature or approval of the Contractor shall be required. The LOC must be signed and notarized by authorized officials of both the Contractor and the bank.

d. Retaining of a portion of the contractor's gross billing amount until the termination of the contract or when the retainage equals 10% of the total contract dollar amount, whichever occurs first. The portion retained shall be 10% of each monthly billings for all billings until the 10% ceiling is reached. If the contract is terminated for default, the retainage shall be forfeited. Forfeiture shall not be construed as a waiver of any other remedies the MTA is entitled to exercise under the contract or at law.

1.34 Bid Bond

Each bid exceeding $100,000 must be accompanied by a Bid Bond **(Attachment L)** in the amount of five percent (5%) of the Bid Price. Bid, payment, and performance security may be in the form of: (1) a bond executed by a surety company authorized to do business in the State; (2) a bond executed by an individual surety that meets certain criteria; (3) another form of security required by State or federal law; or (4) another form of security satisfactory to the unit awarding the contract. Sections 13-207, 13-216, 17-104 of the State Finance and Procurement Article, Annotated Code of Maryland. Attachment L must be submitted with the Bid/Proposal.

1.35 Living Wage Requirements

A solicitation for services under a State contract valued at $100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title18. Additional information regarding the State's living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website http://www.dllr.state.md.us/labor/prev/livingwage.shtml.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.36 Federal Funding Acknowledgement

1.36.1 There are programmatic conditions that apply to this Contract due to Federal funding. (see **Attachment M**).

1.36.2 This Contract contains federal funds. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment M**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment M** and Bidders/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions, which are part of this Contract.

1.37 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.38 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

1.39 Non-visual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products that Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

1.42 Department of Human Resources (DHR) Hiring Agreement

All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder/Offeror will be required to complete a DHR Hiring Agreement. A copy of this Affidavit is included as **Attachment J**. This Affidavit must be provided within ten (10) Business Days of notification of proposed Contract award.

1.43 Buy America Requirements

This contract is subject to Section 165, "Buy America", of the Surface Transportation Assistant Act of 1982, U.S. Public Law 197-424, and regulations and/or guidance implementing this statutory provision issued by the Urban Mass Transportation Administration of the U.S. Department of Transportation. The contract is further subject to the Buy American Steel requirements of Chapter 02 of subtitle 11 of the Code of Maryland Regulations, Title 21, State Procurement Regulations.

The Buy America Certificate (**Attachment O**) must be signed and returned with the Bid.

1.44 Contractor's Questionnaire

Bidders/Offerors shall complete and sign the Contractor's Questionnaire (**Attachment P**) and submit it with their Bid/Proposal.

1.45 No Government Obligations to Third Parties

1.45.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

1.45.2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

2.1.1 The Bidder shall have a minimum of three (3) years verifiable experience performing work of a similar nature to that required by this Contract, including furnishing, planting and maintaining street trees; installing, maintaining during construction, and removing erosion and sediment control measures, temporary construction fencing; felling cutting, chipping mowing and removing invasive plant species, applying herbicides, providing on-going maintenance of planted material, and other work as called for by the Contract Specifications. As proof of meeting this requirement, the Bidder shall provide with its Bid three references from the past five years for projects of a similar nature.

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SECTION 3 – SPECIFICATIONS

3.1 Background and Purpose

3.1.1 The State is issuing this solicitation for the purposes of performing reforestation and landscaping services, including tree and shrub planting and removal of invasive plants at various locations as set forth in the Specifications.

3.2 Specification - Requirements

The Contractor shall perform the work in accordance with the Contract Documents including the specifications set forth in ATTACHMENT U, Contract Specifications Book.

3.3 Security Requirements

3.3.1 **Employee Identification**

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visual location at all times.

3.3.2 **Information Technology**

(a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.4 Insurance Requirements

3.4.1 Insurance Types

[X] **Commercial General Liability Insurance** with minimum limits of $1,000,000 per occurrence, written on an occurrence form. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary limits are reduced or aggregate limits are exhausted. The coverage shall include:

[X] Personal and Advertising Injury coverage,
[X] Products and Completed Operations coverage,
[X] Independent Contractors coverage,
[X] Terrorism coverage,
[ ] XCU coverage (explosion, collapse, and underground hazards)
[ ] Contractual liability exclusion (applicable to work to be performed within 50 feet of railroad tracks) must be removed.
[X] Additional Insured Endorsement naming MTA.

[X] In addition to procuring and maintaining this insurance during the duration of the contract, Contractor shall continue to procure and maintain products and completed operations liability insurance coverage through (a) the applicable statute of repose period or (b) 10 years, whichever period is longer.

[X] **Workers' Compensation Insurance** meeting the statutory requirements of the jurisdiction where the work will be performed, including Employer's Liability coverage with minimum limits of $1,000,000 each accident or disease.

[ ] Longshore & Harbor Workers' Compensation Act Endorsement (work performed on or over navigable waterways) to cover contractor's employees for wages, transportation, maintenance and cure, in accordance with applicable laws.

[ ] Maritime Coverage Endorsement (Jones Act) for work upon navigable waterways and barges, tugboats, and all other vessels on the ocean and all intracoastal rivers and canals, covering drivers, divers, and underwater personnel, seamen, masters and members of a crew, providing remedy for damage or injury, in accordance with applicable laws.

[X] **Business Automobile Liability Insurance** with minimum limits of $1,000,000 per occurrence covering contractor against claims for bodily injury and property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle. MTA shall be added as an additional insured on the policy.

[ ] MCS-90 Endorsement for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is required, minimum auto liability limits of $5,000,000 per occurrence are also required.

[ ] **Railroad Protective Liability Insurance** (hereinafter "RRPL") issued to MTA as the Named Insured with minimum limits of $2,000,000 per occurrence, $6,000,000 in the aggregate and covering the liability of all Permitted Parties for the work to be performed within fifty (50) feet (on, above, adjacent to or underneath) of MTA's railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of any Permitted Party resulting from performance of the work which is the subject of this Permit. THE ORIGINAL POLICY SHALL BE FORWARDED TO MTA.

[X] **Contractor's Pollution Liability Insurance** with minimum limits of $5,000,000 per occurrence for work involving environmentally regulated substances or hazardous material exposures, including but not limited to handling, transporting or disposing of any hazardous substances and/or environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including cleanup costs and defense. This insurance may be supplied by the subcontractor performing the work if the Contractor is not performing any of the relevant work and providing that MTA and the Contractor are named as additional insureds on the subcontractor's policy. In the event that the Contractor or its subcontractor transports hazardous substances or any other environmentally regulated

substance that requires a governmentally regulated manifest, the MCS-90 Endorsements shall be attached to the Contractor's (or subcontractor's) auto liability policy.

[X] **Pollution Legal Liability Insurance** (Non-Owned Disposal Site Coverage) with minimum limits of $5,000,000 per occurrence. Coverage may be maintained in one of the following ways:

- A standalone policy;
- Non-Owned Disposal Site Endorsement on Contractor's Pollution Liability policy naming MTA as an additional insured; or
- Contractor may designate the disposal site and provide a COI from the disposal facility naming Contractor and MTA as additional insureds.

[ ] **Professional Liability Insurance (Errors and Omissions).** The Contractor shall provide minimum limits of $3,000,000 to cover liability resulting from any error or omission in the performance of professional services under this Contract.

[X] Pesticide or Herbicide Application Coverage Endorsement (CG2264 or equivalent).

3.4.2 Insurance Company Qualifications

A. The insurance required in this Article of this contract must be issued by companies that are:

1. Acceptable to the MTA
2. Licensed to do business in the State of Maryland.

3.4.3 Policy Requirements

A. The recommended Contractor awardee shall deliver to the MTA representative within 10 days of notification of proposed contract award an accurate and true Certificates of Insurance that show that:

B. The Contractor has procured coverage stated in this Article of this contract.

C. The Maryland Department of Transportation, the State of Maryland and the MTA has been named as an additional insured.

D. The policies will not be canceled, terminated or modified without 60 days prior written notice to the Administration. Certificates of Insurance are acceptable in lieu of true copies of the policies if the policy writer notes on the Certificate, or through attachment to the Certificate, all policy exclusions.

E. The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

F. The funding of deductibles and self-insured retentions under all policies shall be the sole responsibility of Contractor, including any amounts applicable to deductible or self-insured retentions applicable to claims involving the MTA or any other insured or additional insured. Any self-insured retentions in excess of $100,000 must be declared to and approved by the MTA in writing.

G. Contractor's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by MTA shall be excess of and non-contributory with Contractor's insurance.

H. Except with respect to the limits of insurance, Contractor's required insurance shall apply separately to each additional insured, and the statement, acts, or omissions of one insured shall not be imputed to MTA or to any other insured with whom it is not directly affiliated.

I. Insurance is to be placed with insurers which have and maintain at all times in which the insurance is in force an A.M. Best's rating of not less than A- VIII, unless otherwise approved in writing by the MTA.

J. Contractor shall procure from its insurers in each policy of insurance required herein waivers of subrogation against MTA, its directors, officers and employees in the scope of employment, and Contractor shall cause each of its Subcontractors and their insurance carriers to waive all their rights of subrogation against the foregoing.

K. Following each renewal period Contractor shall provide true and correct certified copies of the All other legal requirements imposed under Maryland law, rules or regulations are deemed incorporated herein, whether or not specifically mentioned.

L. Failure of Contractor to obtain and maintain, without gap or interruption, the required insurance shall constitute a default under this Agreement and, at MTA's option, shall allow MTA to terminate this Agreement for cause, withhold payment, and/or purchase the required insurance at Contractor's expense. MTA's acceptance of a non-conforming insurance certificate shall not constitute a waiver, compromise or release of MTA's rights.

M. If the MTA is damaged by the failure of Contractor to purchase or maintain insurance required under this Agreement, Contractor shall bear all costs (including attorneys' fees, consultant and expert fees and court and settlement expenses) incurred by MTA in enforcing this Agreement against it or otherwise attributable to its failure to purchase or maintain the required insurance. This shall include, but is not limited to all, attorneys' fees, expert/consultant fees, and other fees and expenses incurred or to be incurred by MTA in enforcing this Agreement or any of its provisions against Contractor.

N. In specifying minimum Contractor insurance requirements, MTA does not represent that such insurance is adequate to protect Contractor for loss, damage or liability arising from its work. Contractor is solely responsible to determine for itself the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth herein shall not be construed to relieve Contractor from any liability in excess of such coverage, nor shall it preclude MTA from taking such other actions as are available to it under any other provision of this Agreement or under applicable law.

O. Complete insurance policies including all endorsements within 60 days.

3.5 Problem Escalation Procedure

3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices by the 15th of the month following the month in which services were performed. Invoices may be submitted in a PDF or similar format via email to:
invoices@baltimoreredline.com

3.6.3 All invoices shall be mailed to:

Maryland Transit Administration
Baltimore Red Line
100 South Charles Street
Tower 2, Suite 700
Baltimore, MD 21201
Attention: Ms. Sheila Stokes-Langford
e-mail: invoices@baltimoreredline.com

3.7 DBE Reports

If this solicitation includes a DBE Goal (see Section 1.32), the Contractor and its DBE subcontractors shall provide the following DBE Monthly Reports based upon the commitment to the goal:

(a) **Attachment D-1**, the Monthly Prime DBE Report by the 10th of the month following the reporting period to the Contract Monitor and the DBE Liaison Officer.
(b) **Attachment D-2**, the Monthly Subcontractor DBE Payment Report by the 10th of the month following the reporting period to the Contract Monitor and the DBE Liaison Officer.

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SECTION 4 – BID FORMAT

4.1 One Part Submission

Bidders shall submit with their Bid one original and three (3) copies, including all Minimum Qualification documentation required (see Section 2), and all Required Bid Submissions (see Section 4.4) in a single sealed package/envelope. Bidders shall submit with the Sealed Bid two (2) electronic copies of the complete Bid in PDF format on CD or flash drive media.

4.2 Labeling

Each Bidder is required to label the sealed Bid. The Bid shall bear the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

4.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (**Attachment F**). Complete the Bid Form only as provided in the Bid Pricing Instructions. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

4.4 Required Bid Submissions

Bidders shall include the following with their Bid:

4.4.1 **Transmittal Letter:**

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMM number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.23); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 1.13 "Confidentiality of Bids").

4.4.2 **Minimum Qualifications Documentation:**

The Bidder shall submit any Minimum Qualifications documentation that is required, as set forth in Section 2 "Bidder Minimum Qualifications."

4.4.3 **Completed Required Attachments:** Submit three (3) copies of each with original signatures:

a. Completed Bid Form (**Attachment F**).
b. Completed Bid/Proposal Affidavit (**Attachment B**).
c. Completed Living Wage Requirements Affidavit of Agreement (**Attachment G**).
d. Completed Buy America Certificate (**Attachment O**).
e. Completed Contractor's Questionnaire (**Attachment P**).
f. Completed Department of Human Resources (DHR) Hiring Agreement (**Attachment J**).
g. Completed Federal Funding Acknowledgement (**Attachment M**).

4.4.4 **Additional Attachments *<u>If Required</u>**: Submit three (3) copies of each with original signatures, if required. ***** See appropriate IFB Section to determine whether the Attachment is required for this procurement:

a. Completed MDOT Certified DBE Utilization and Fair Solicitation Affidavit (**Attachment D-MDOT DBE Form A**) ***see Section 1.32**.
b. Completed MDOT DBE Participation Schedule **(Attachment D-MDOT DBE Form B) *see Section 1.32.**
c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) ***see Section 1.37.**
d. Completed Bid Bond (**Attachment L**) ***see Section 1.34.**

4.4.5 **References:**

At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the services specified in this IFB. References used to meet any Bidder Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided services within the past five (5) years and shall include the following information:

a. Name of client organization;
b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by a Bidder.

4.4.6 **List of Current or Prior State Contracts:**

Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

a. The State contracting entity;
b. A brief description of the services/goods provided;
c. The dollar value of the contract;
d. The term of the contract;
e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be considered as part of the responsibility determination by the Procurement Officer.

4.4.7 **Financial Capabilities:**

The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

4.4.8 **Certificate of Insurance:**

The Bidder shall provide a copy of the Bidder's current certificate of insurance. The recommended awardee must provide a certificate of insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured if required, within five (5) Business Days from notification by the Procurement Officer that the Bidder has been determined to be the apparent awardee.

4.4.9 **Subcontractors:**

The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform.

4.4.10 **Legal Action Summary:**

This summary shall include:

i. A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
ii. A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
iii. A description of any judgments against the Bidder within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
iv. In instances where litigation is on-going and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.5 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

As this Project is funded by a Federal Transit Administration (FTA) grant, the FTA regulations, which prohibit the specification of in-State or local geographical preferences, even if those preferences are imposed by State or local laws or regulations, will take precedence over Maryland law with regard to this Bid.

4.6 Delivery

Bidders may either mail or hand-deliver Bids.

4.6.1 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A Bidder using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

4.6.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Bidder. For any type of direct (non-mail) delivery, Bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.7 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within ten (10) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures.

a. signed Contract (**Attachment A**),
b. completed Contract Affidavit (**Attachment C**),
c. completed DBE **Attachments D-MDOT DBE Forms C and D**, within ten (10) Working Days, if applicable; ***see Section 1.32**,
d. completed DBE **Attachment D-3** if a waiver has been requested, within ten (10) Working Days, if applicable; ***see Section 1.32**,
e. completed DHR Hiring Agreement (**Attachment J**) if applicable ***see Section 1.42**,
f. completed Performance Bond (**Attachment K**) ***see Section 1.33,** and
h. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured, if applicable; ***see Section 3.4.**

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C19 – Reforestation and Landscaping
Contract No. T-0862-1940

THIS CONTRACT (the "Contract") is made this ("Xth") day of (month), (year) by and between (Contractor's name) and the STATE OF MARYLAND, acting through the Maryland Transit Administration.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 "Bid" means the Contractor's Bid dated (Bid date).

1.2 "COMAR" means Code of Maryland Regulations.

1.3 "Contract Monitor" means the Department employee identified in Section 1.6 of the IFB as the Contract Monitor.

1.4 "Contractor" means (Contractor's name) whose principal business address is (Contractor's primary address) and whose principal office in Maryland is (Contractor's local address).

1.5 "Department" means the Maryland Transit Administration.

1.6 "IFB" means the Invitation for Bids for (solicitation title) Solicitation # (solicitation number), and any addenda thereto issued in writing by the State.

1.7 "Procurement Officer" means the Department employee identified in Section 1.5 of the IFB as the Procurement Officer.

1.8 "State" means the State of Maryland.

2. Scope of Contract

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The Contract
Exhibit B - Invitation for Bid (IFB) with addenda(s)
Exhibit C - The Bid

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor

must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately (number of years of base term of Contract) years (change to months if necessary) beginning (anticipated Contract start date) and ending on (anticipated end date of base term of Contract).

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Bid Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed $ (Not-to-Exceed amount).

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, software-produced reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-

infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

8.1 Subject to the Maryland Public Information Act and any other applicable laws, including without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 The Contractor shall hold harmless and
the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the

Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

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

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the 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 this Contract.

16. Non-availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above,:

24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents, and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and

24.2 That similar access will be allowed to the books, documents, and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is subcontracting to provide services with a value of $10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Commercial Nondiscrimination

29.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

29.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

29.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

30. Prompt Pay Requirements

30.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

a. Not process further payments to the contractor until payment to the subcontractor is verified;
b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
e. Take other or further actions as appropriate to resolve the withheld payment.

30.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

30.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

a. Affect the rights of the contracting parties under any other provision of law;
b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
c. Result in liability against or prejudice the rights of the Department.

30.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

30.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
b. This verification may include, as appropriate:
   i. Inspecting any relevant records of the Contractor;
   ii. Inspecting the jobsite; and
   iii. Interviewing subcontractors and workers.
   iv. Verification shall include a review of:
      (a) The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
      (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
   i. Terminate the contract;
   ii. Refer the matter to the Office of the Attorney General for appropriate action; or
   iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

31. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

32. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Heidi J. Tarleton
Procurement Officer
Maryland Transit Administration
Transit Development and Delivery
100 S. Charles Street, Tower Two, Suite 1001
Baltimore, Maryland 21201

If to the Contractor: _____
_____
_____
_____

33. Hiring Agreement

The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment J). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten (10) Working Days following receipt of notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

34. Miscellaneous

34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

34.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

35. Liquidated Damages

35.1 As the MTA reasonably expects to suffer damages if the Contractor is delayed in completing the work, and as the amount of such damages are uncertain and would be difficult to determine, the MTA will assess liquidated damages in the amount of **$850.00** for each day the Contractor is delayed in reaching Final Completion of the work that is required by the Contract to be completed within 365 days of issuance of a Notice to Proceed to the Contractor. There are no liquidated damages applicable to the work to be performed during the two-year Care and Replacement Period.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR	STATE OF MARYLAND Maryland Transit Administration
_____ By:	_____ By: Heidi J. Tarleton, Director
_____ Date	Or designee: _____ _____ Date

Approved for form and legal sufficiency

this ____ day of _____, 20___.

_____
Assistant Attorney General

APPROVED BY BPW: _____ _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder(s)/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder(s)/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 vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder(s)/Offeror on this project, and terminate any Contract(s) awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder(s)/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(s)/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(s)/Offeror(s) agree to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;

(2) Fail to notify the certified minority business enterprise before execution of the Contract(s) of its inclusion in the Bid/Proposal;

(3) Fail to use the certified minority business enterprise in the performance of the Contract(s); or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder(s)/Offeror on this project, and terminate any Contract(s) awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____

_____

_____

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____

_____

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

_____

_____

_____

G. SUBCONTRACT 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/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/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/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

_____

_____

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

I FURTHER AFFIRM THAT:

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

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the

submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

(1) Corporation — ☐ domestic or ☐ foreign;
(2) Limited Liability Company — ☐ domestic or ☐ foreign;
(3) Partnership — ☐ domestic or ☐ foreign;
(4) Statutory Trust — ☐ domestic or ☐ foreign;
(5) ☐ Sole Proprietorship.

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

Name and Department ID Number:

_____Address:_____

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

Name and Department ID Number:

_____Address:_____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $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.

D. 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;
(ii) The business's policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ , 20114, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Disadvantaged Business Enterprise (DBE) subcontractor participation goal stated in this solicitation. DBE performance shall be in accordance with this Attachment and as set forth in COMAR 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

In order to attempt to meet the DBE subcontractor participation goal using DBE subcontractors, all Bidders/Offerors shall comply with the requirements of COMAR 21.11.03.09 and shall:

- Identify specific work categories within the scope of the solicitation appropriate for subcontracting;
- Solicit certified DBEs in writing at least 10 days before Bids or Proposals are due, describing the identified work categories and providing instructions on how to provide a quote on the subcontracts;
- Attempt to make personal contact with the certified DBEs solicited and to document those attempts;
- Assist certified DBEs in fulfilling, or seeking a waiver of any bonding requirements; and
- Attend Pre-Bid/Proposal Conferences or other meetings that the Department schedules to publicize contracting opportunities for certified DBEs.

DBE GOAL

A DBE subcontract participation goal of **29%** of the total contract dollar amount has been established for this procurement, as set forth in RFP Section 1.32. The Contractor, including an DBE prime contractor, shall attempt to achieve the DBE subcontracting goal established for this Contract by subcontracting to one or more MDOT-certified DBEs a sufficient portion of the Bidder/Offeror's scope of work that results in total DBE payments that meet or exceed the DBE subcontractor participation goals.

SOLICITATION AND CONTRACT FORMATION

- A Bidder/Offeror must include with its Bid/Proposal a completed MDOT Certified DBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) whereby:

  (1) the Bidder/Offeror acknowledges the certified DBE subcontractor participation goal, and commits to make a good faith effort to achieve the goal or requests a full or partial waiver, and affirms that DBE subcontractors were treated fairly in the solicitation process; and

  (2) the Bidder/Offeror responds to the expected degree of DBE subcontractor participation as stated in the solicitation, by identifying the specific commitment of certified DBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each DBE subcontractor identified on the DBE Participation Schedule (**Attachment D-MDOT FORM A**).

  If the Bidder/Offeror specifies a range for a proposed DBE subcontractor, only the lowest amount in the range can be considered for DBE commitment purposes. Ex: If a range of "5-15%" is proposed for a DBE subcontractor, only "5%" can be considered for purposes of totaling the actual DBE commitment for that particular DBE subcontractor. It is suggested that the Bidder/Offeror provide a specific percentage, and not a percentage range, for each DBE subcontractor proposed.

- *If a Bidder/Offeror fails to submit a completed* ***Attachment D- MDOT DBE FORM A*** *with the Bid/Proposal, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.*

- Within 10 Working Days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee shall provide the following documentation to the Procurement Officer:

  a) Outreach Efforts Compliance Statement (**Attachment D-MDOT DBE FORM C**)

  b) Subcontractor Project Participation Certification (**Attachment D-MDOT DBE FORM D**)

  c) If the recommended awardee has requested a waiver (in whole or in part) of the overall DBE goal, it shall submit a fully documented waiver request that complies with COMAR 21.11.03.11, and usually the Good Faith Efforts Guidance and Documentation **Attachment D – MDOT MBE/DBE Form E**, Parts 2 through 5.

  d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified DBE participation goal.

  NOTE: If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

DBE REPORTING INSTRUCTIONS

The Contractor shall:

1. Submit by the 10th of each month to the Department's Contract Monitor or designee a Monthly Prime Contractor DBE Payment Report **(Attachment D-1)** listing any unpaid invoices, over 30 days old, received from any certified DBE subcontractor, the amount of each invoice, and the reason payment has not been made.

2. Include in its agreements with its certified DBE subcontractors a requirement that those subcontractors shall submit by the 10th of each month to the Department's Contract Monitor or a designee a Monthly Subcontractor DBE Payment Report **(Attachment D-2)** that identifies the Contract and lists all payments received from the Contractor under this Contract in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

3. Maintain such records as are necessary to confirm compliance with its DBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each subcontractor, and the actual dollar value of work performed. Subcontract agreements must be retained by the Contractor and furnished to the Procurement Officer upon request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the DBE participation obligations. The Contractor must retain all records concerning DBE participation and make them available for State inspection for three years after final completion of the Contract.

5. At the sole option of the Department, upon completion of the Contract and before final payment and/or release of any retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from DBE subcontractors.

ATTACHMENTS

A. Certified DBE Utilization and Fair Solicitation Affidavit – **Attachment D-MDOT DBE Form A** (must be submitted with the Bid/Proposal)

B. DBE Participation Schedule – **Attachment D – MDOT DBE Form B** (must be submitted with the Bid/Proposal)

C. Outreach Efforts Compliance Statement – **Attachment D-MDOT DBE Form C** (must be submitted within 10 Working Days of notification of apparent award or actual award, whichever is earlier)

D. DBE Subcontractor Project Participation Affidavit – **Attachment D-MDOT DBE Form D** (must be submitted within 10 Working Days of notification of apparent award or actual award, whichever is earlier)

E. Monthly Prime DBE Payment Report – **Attachment D-1** (must be submitted by the 10th of each month by the Prime Contractor)

F. Monthly Subcontractor DBE Payment Report – **Attachment D-2** (must be submitted by the 10th of each month by the Subcontractor)

G. Good Faith Efforts Guidance and Documentation – **and Attachment D – MDOT MBE/DBE Form E, Parts 2 through 5** (if a waiver has been requested, Attachment D-MDOT MBE/DBE Form E, Parts 2 through 5 must be submitted within 10 Working Days of notification of apparent award or actual award whichever is earlier).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ATTACHMENT D - MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2

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

In connection with the bid/proposal submitted in response to Solicitation No.**T-0862-1940**, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

☐ I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of **twenty-nine** percent (**29%**). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

OR

☐ I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the 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. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

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);
(b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
(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/ offeror's susceptibility of being selected for award 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 or not susceptible of being selected for award.

MDOT-OP 016-2 (9/11)

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.

4. Products and Services Provided by DBE firms

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

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

Company Name	Signature of Representative
Address	Printed Name and Title
City, State and Zip Code	Date

MDOT-OP 016-2 (9/11)

ATTACHMENT D - MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

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

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.

2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS ("MBE" for State-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).

3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.

4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.

5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals**:

   A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.

   B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.

   C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies – not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

MDOT-OP 017-1 (9/11)

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. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE 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). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

7. For each DBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the DBE participation goal**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

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

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 3 for all of the DBE firms listed in Part 2, MUST at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____%
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add *Countable* Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) $_____
Insert the Total Contract Amount in Box C	(C) $_____
Divide Box B by Box C and Insert in Box D	(D) =_____
Multiply Box D by 100 and insert in Box E	(E) =_____%

MDOT-OP 017-1 (9/11)

ATTACHMENT D - MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 2 – DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER
		T-0862-1940

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	**COLUMN 2**	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts 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**	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
☐ 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:** _____ **(If dually certified, check only one box.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other DBE Classification _____	3.1. **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR** (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE-EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). _____**%** **(Percentage for purposes of calculating achievement of DBE Participation goal)** 3.2 **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER)** (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products **x _____60%** **(60% Rule)** _____**%** **(Percentage for purposes of calculating achievement of DBE Participation goal)**

☐Please check if Continuation Sheets are attached.

MDOT-OP 017-1 (9/11)

ATTACHMENT D - MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER
		T-0862-1940

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

COLUMN 1	**COLUMN 2**	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts 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**	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
☐ 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:** _____ **(If dually certified, check only one box.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other DBE Classification _____	3.1. **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR** (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE-EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS). **_____% (Percentage for purposes of calculating achievement of DBE Participation goal)** 3.2 **TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER)** (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS). _____% Total percentage of Supplies/Products **x _____60% (60% Rule)** **_____% (Percentage for purposes of calculating achievement of DBE Participation goal)**

☐Please check if Continuation Sheets are attached.

MDOT-OP 017-1 (9/11)

ATTACHMENT D - MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE SOLICITATION.

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.

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

(1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;

(2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;

(3) fail to use the certified minority business enterprise in the performance of the contract; or

(4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT 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

MDOT-OP 017-1 (9/11)

ATTACHMENT D - MDOT DBE FORM C
FEDERALLY-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the offer/proposal submitted in response to Solicitation No.**T-0862-1940,** I state the following:

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

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

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

4. **Please Check One:**

□ This project does not involve bonding requirements.
□ Bidder/Offeror assisted DBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

5. **Please Check One:**

□ Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
□ No pre-bid/pre-proposal meeting/conference was held.
□ Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name	Signature of Representative
Address	Printed Name and Title
City, State and Zip Code	Date

MDOT-OP 012-2 (9/11)

ATTACHMENT D - MDOT DBE FORM D

FEDERALLY-FUNDED CONTRACTS
DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

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

Provided that _____ (Prime Contractor's Name) is awarded the Contract in conjunction with Solicitation No. **T-0862-1940**, such Prime Contractor will enter into a subcontract with _____(Subcontractor's Name) committing to participation by the DBE firm _____ (DBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) which will receive at least $_____ or _____% (Total Subcontract Amount/ Percentage) for performing the following products/services for the Contract:

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

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

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

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

MDOT-OP 019-2 (9/11)

Maryland Transit Administration
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(*regarding a waiver to a Minority/Disadvantaged Business Enterprise subcontracting goal*)

NOTE: Below is an excerpt only. Full text of COMAR Title 21 may be found at the website of the Secretary of State, Division of State Documents, at: http://www.dsd.state.md.us/comar/.

COMAR 21.11.03.11 – Waiver.

A. If, for any reason, the apparent successful Bidder/Offeror is unable to achieve the contract goal for each certified MBE /DBE classification specified as having a subcontract goal or the overall MBE/DBE contract goal, the Bidder/Offeror may request, in writing, a waiver to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs/DBEs, including the work to be performed by each MBE/DBE classification if an MBE/DBE subgoal has been specified, in order to increase the likelihood of achieving the stated goal;

2. A detailed statement of the efforts made to contact and negotiate with certified MBEs/DBEs, and if appropriate, by certified MBE classification, including:

   a) The names, addresses, dates, telephone numbers, and classification of certified MBEs/DBEs contacted, and

   b) A description of the information provided to certified MBEs/DBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

3. As to each certified MBE/DBE that placed a subcontract quotation or offer that the apparent successful Bidder/Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;

4. A list of certified MBEs/DBEs including, if applicable, certified MBEs/DBEs in each MBE/DBE classification, found to be unavailable, which shall be accompanied by the Minority Contractor Unavailability Certificate (Attachment D-6) signed by the certified MBE/DBE, or a statement from the apparent successful Bidder/Offeror that the certified MBE/DBE refused to give the written verification;

5. The record of the apparent successful Bidder/Offeror's compliance with the outreach efforts required under Regulation .09C(2)(a)—(e) of this chapter; and

6. If the request for a waiver is for a certain MBE/DBE classification within an overall MBE/DBE goal, the Bidder/Offeror shall demonstrate reasonable efforts to meet the overall MBE/DBE goal with other MBE classification or classifications.

B. A waiver of a certified MBE/DBE contract goal may be granted only upon a reasonable demonstration by the Bidder/Offeror that certified MBE/DBE subcontract participation was unable to be obtained, or was unable to be obtained at a reasonable price or in the appropriate MBE/DBE classifications, and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs/DBEs in the area in which the work is to be performed, other Bids/Proposals and subcontract Bids/Proposal substantiating significant variances between certified MBE/DBE and non-MBE/DBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

C. An agency head may waive any of the provisions of Regulations .09—.10 of this chapter for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under §C of this regulation, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE liaison officer with another copy forwarded to the Office of Minority Affairs.

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

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

GFE Guidance (07/12/12)

II. Types of Actions MDOT will Consider

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

C. Solicit MBE/DBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Negotiate With Interested MBE/DBE Firms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) The MBE/DBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal. GFE Guidance (07/12/12).

E. Assisting Interested MBE/DBE Firms

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

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

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

III. Other Considerations

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

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

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

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

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

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

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

D. Other Documentation

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

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

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

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER
		T-0862-1940

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

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

Company Name	Signature of Representative
Address	Printed Name and Title
City, State and Zip Code	Date

GFE Form E (7/12/12)

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

ATTACHMENT D - MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE/DBE FIRMS

PAGE __ OF ____

Prime Contractor	Project Description	SOLICITATION NUMBER
		T-0862-1940

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

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

☐Please check if Additional Sheets are attached.

GFE Form E (7/12/12)

ATTACHMENT D - MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER
		T-0862-1940

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

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

☐Please check if Additional Sheets are attached.

GFE Form E (7/12/12)

ATTACHMENT D - MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE ___ OF ____

Prime Contractor	Project Description	SOLICITATION NUMBER
		T-0862-1940

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

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

☐Please check if Additional Sheets are attached.

GFE Form E (7/12/12)

Maryland Transit Administration (MTA)
Transit Development and Delivery
100 S. Charles Street, Tower II, Suite 700
Baltimore, MD 21201`
(410) 685-2601 –Voice (410) 685-2605 – Fax

MONTHLY PRIME DBE PAYMENT REPORT

PLEASE COMPLETE AND RETURN BY THE 10TH OF THE MONTH FOLLOWING THE REPORTING PERIOD.

FOR THE REPORTING PERIOD ENDING _____ **(Month/Year)**

Prime Contractor: _____ **FMIS Vendor #:** _____ **Prime Contract Amount:** _____

Name of Project: _____ **Contract Number:** _____ *(For Office Use Only)*

DBE Subcontractor(s)	MDOT Certification #	Starting Date for DBE	Estimated Completion Date of Contract/Task Order for DBE	Amount of SubContract	Service(s) Performed	Invoice Date	Invoice #	Amount of Invoice	Amount Paid	Check #	Amount Due	Amount Paid to each DBE to date

Non-DBE Project Participation

Total # of Non-DBEs	Percent or Dollar Amount awarded to Non-DBEs	Percent or Dollar Amount paid to Non-DBEs this Reporting Period	Amount paid to Non-DBEs to Date

Comments:

_____

_____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Prepared By: _____ *(Type or Print)* **Title:** _____

Signature: _____ **Date:** _____

Telephone Number: _____ **Email Address:** _____

MONTHLY SUBCONTRACTOR DBE PAYMENT REPORT

Maryland Transit Administration (MTA)
Transit Development and Delivery
100 S. Charles Street, Tower II, Suite 700
Baltimore, MD 21201
(410) 685-2601 –Voice (410) 685-2605 – Fax

PLEASE COMPLETE AND RETURN BY THE 10TH OF THE MONTH FOLLOWING THE REPORTING PERIOD.

FOR THE REPORTING PERIOD ENDING _____ **(MONTH/YEAR)**

DBE Subcontractor: _____ **MDOT Certification #:** _____

Prime Contractor: _____ **Name of Project:** _____

Contract Number: _____ *(For Office Use Only)* **Total of Subcontract:** _____

Total Amount Paid this Reporting Period: _____ **Amount Paid to Date:** _____

Service(s) Performed	Invoice Date	Invoice #	Amount of Invoice	Amount Paid	Check #	Amount Due

Comments:

_____

_____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Prepared By: _____ *(Type or Print)* **Title:** _____

Signature: _____ **Date:** _____

Telephone Number: _____ **Email Address:** _____

ATTACHMENT E – PRE-BID CONFERENCE RESPONSE FORM

Solicitation Number T-0862-1940
Red Line – C19 – Reforestation and Landscaping

A Pre-Bid Conference will be held at, on **July 8, 2014**, at **10:00am** Local Time at **100 S. Charles Street, Tower Two, Suite 1001, Baltimore, Maryland 21201**. Please return this form by **July 3, 2014**, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Heidi J. Tarleton
Transit Development and Delivery
100 S. Charles Street, Tower Two, Suite 1001
Email: contractingofficer@baltimoreredline.com
Fax #: (410) 333-0126

Please indicate:

_____Yes, the following representatives will be in attendance:

1.

2.

3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 1.7 "Pre-Bid Conference"):

_____
Signature Title

_____
Name of Firm (please print)

ATTACHMENT F – BID PRICING INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.

C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **$0.00**.

E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.

F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.

G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Bid to be rejected.

H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.

I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

ATTACHMENT F – BID FORM

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
BID FORM
FOR
CONTRACT NO.: **T-0862-1940**

TO:	Maryland Transit Administration	BID OPENING DATE:
ATTN:	Transit Development and Delivery	**July 25, 2014**
	100 S. Charles Street, Tower Two, Suite 1001	BID OPENING TIME:
	Baltimore, MD 21201	**2:00 PM**

BID OF: _____
(Bidder's Name)

PROJECT DESCRIPTION:

The work to be performed under this contract includes reforestation and landscaping at various locations. The duration of this contract is for 365 days from issuance of a Notice to Proceed plus a two-year Care and Replacement Period for a total contract duration of three years with no renewal option years.

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

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

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

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

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

6. The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) is or _____ is not (check one) included on the GSA list of parties Excluded from Procurement.

AND

The UNDERSIGNED hereby certifies that the _____ (Bidder's Name) is or _____ is not (check one) included on the List of Contractors suspended or debarred from contracting with the State of Maryland.

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

8. PARENT COMPANY

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

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

_____

(Name)

_____

(Address)

9. ARREARAGES

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

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

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

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

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

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

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
001	01130	Mobilization	1	FIXED PRICE	$65,000.00	$65,000.00
002	01210	Miscellaneous Work Allowance	1	ALLOW	$45,000.00	$45,000.00
003	01440	Quality Assurance/ Quality Control - Allowance	1	ALLOW	$16,000.00	$16,000.00
004	01500	Furnish and Place Orange Construction Fence	5,718	LF		
005	01524	Engineer's Field Office	1	ALLOW	$10,000.00	$10,000.00
006	01550	Maintenance of Traffic	1	LS		
007	01570	Filter Log 18" (FL-18)	1,723	LF		
008	01570	Silt Fence on Pavement (SFOP)	155	LF		
009	31 31 14	Tree Removal (Edmondson Avenue and President Street)	8	Each		
010	31 31 14	Stump Removal (President Street)	8	Each		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
011	31 31 14	Stump Grinding and Turf Restoration (Edmondson Avenue)	5	Each		
012	31 31 19	Vegetation Control (includes incidental Turf and Grasses from 32 92 00)	1	LS		
013	32 92 19	Native Grass Seed & Native Meadow Seed Mix	9,858	SQ YD		
014	32 92 19	Native Riparian Grass Seed Mix	11,125	SQ YD		
015	32 93 00	Acer rubrum (Red Maple) 2" cal., B&B	28	Each		
016	32 93 00	Amelanchier arborea (Downy Serviceberry) 8 'ht., Cont. Grown	15	Each		
017	32 93 00	Betula nigra (River Birch) 8' ht., Cont. Grown	98	Each		
018	32 93 00	Carpinus betulus 'Fastigiata' (Fastigate American Hornbeam) 2" cal., B&B	11	Each		
019	32 93 00	Carpinus caroliniana (American Hornbeam) 1" cal. B&B	69	Each		
020	32 93 00	Celtis occidentalis (Hackberry) 2" cal., B&B	32	Each		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
021	32 93 00	Cercis canadensis (Redbud) 2" cal., B&B	9	Each		
022	32 93 00	Chionanthus virginicus (Fringe Tree) 2" cal.,B&B	19	Each		
023	32 93 00	Cornus florida 'Appalachian Spring' (Flowering Dogwood) 2" cal., B&B	11	Each		
024	32 93 00	Gleditsia triacanthos 'Inermis' (Thornless Honeylocust) 2 In. Cal., B&B	3	Each		
025	32 93 00	Ilex opaca (American Holly) 6' ht., B&B	7	Each		
026	32 93 00	Liquidambar styraciflua (Sweetgum) 2" cal., B&B	9	Each		
027	32 93 00	Liquidambar Styraciflua 'Rotundiloba', 2 In. Cal., B&B	7	Each		
028	32 93 00	Liriodendron tulipifera (Tulip Poplar) 2" cal., B&B	21	Each		
029	32 93 00	Magnolia virginiana (Sweetbay Magnolia) 8' ht., B&B	6	Each		
030	32 93 00	Nyssa sylvatica (Black Gum) 2" cal., B&B	118	Each		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
031	329300	Parrotia persica (Persian Parrotia) 2 In. Cal., B&B	2	Each		
032	329300	Parrotia persica 'Vanessa' (Colmnar Persian Parrotia) 2 In. Cal., B&B	7	Each		
033	329300	Platanus occidentalis (American Sycamore) 1" cal., Cont. Grown	148	Each		
034	329300	Prunus serrulata 'Kwanzan' (Kwanzan Cherry) 2 In. Cal., B&B	6	Each		
035	329300	Prunus X. yeodoensis (Yoshino Cherry) 2 In. Cal., B&B	1	Each		
036	329300	Quercus alba (White Oak) 1" cal., Cont. Grown	15	Each		
037	32 93 00	Quercus alba (White Oak) 2" cal., B&B	10	Each		
038	32 93 00	Quercus bicolor (Swamp White Oak) 1" cal., Cont. Grown	146	Each		
039	32 93 00	Quercus bicolor (Swamp White Oak) 2" cal., B&B	5	Each		
040	32 93 00	Quercus coccinea (Scarlet Oak) 2 In. Cal., B&B	4	Each		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
041	32 93 00	Quercus imbricaria (Shingle Oak) 1" cal., Cont. Grown	56	Each		
042	32 93 00	Quercus imbricaria (Shingle Oak) 2" cal., B&B	16	Each		
043	32 93 00	Quercus palustris (Pin Oak) 2 In. Cal., B&B	3	Each		
044	32 93 00	Quercus phellos (Willow Oak) 2 In. Cal., B&B	11	Each		
045	32 93 00	Quercus prinus (Chestnut Oak) 2 In. Cal., B&B	7	Each		
046	32 93 00	Quercus falcata (Southern Red Oak) 2” cal., B&B	16	Each		
047	32 93 00	Quercus macrocarpa (Burr Oak) 2” cal., B&B	19	Each		
048	32 93 00	Quercus michauxii (Swamp Chestnut Oak) 2” cal., B&B	24	Each		
049	32 93 00	Quercus rubra (Northern Red Oak) 2" cal., B&B	16	Each		
050	32 93 00	Taxodium distichum (Common Bald Cypress) 2 In. Cal., B&B	4	Each		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
051	32 93 00	Ulmus americana 'Princeton" (Princeton American Elm) 1" cal., Cont. Grown	58	Each		
052	32 93 00	Zelkova serrata 'Green Vase' (Green Vase Zelkova) 2 In. Cal., B&B	10	Each		
053	32 93 00	Asimina triloba (Pawpaw) 18" ht., Cont. Grown	61	Each		
054	32 93 00	Hamamelis virginiana (Witch Hazel) 18" ht., Cont. Grown	20	Each		
055	32 93 00	Lindera benzoin (Spicebush) 18" ht., Cont. Grown	61	Each		
056	32 93 00	Viburnum acerifolium (Mapleleaf Viburnum) 18" ht., Cont. Grown	20	Each		
057	32 93 00	Viburnum dentatum (Southern Arrowwood) 18" ht., Cont. Grown	62	Each		
058	32 93 00	Soil Removal / Topsoil Placement, Existing 5' x 5' Tree Pits	30	Each		
059	32 93 00	Removal, Transport and Reinstallation of Tree Grates	1	LS		
060	32 93 00	Reforestation Signs (15"h x 11"w)	28	Each		

Item	Section	Description	Estimate of Quantity	Unit	Unit Price	Total Price
061	32 93 00	Watering (2-year maintenance)	991	MG		

Basis of Award: Total amount of items 001 thru 061 $ _____
(figures)

_____
(words)

		Insurance Premium (Contingency) **	LS	LS	LS	

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

CORPORATION BID: FEIN: _____

_____
Name of Corporation

_____
State in which Incorporated

_____
Business Address

_____
Telephone

ATTEST: By:

_____ _____
Secretary President or Vice President

_____ _____
Print Name Print Name

B. PARTNERSHIP BID: FEIN: _____

_____
Name of Partnership

_____
Business Address

_____
Telephone

Names of each Partner:

_____ _____

_____ _____

Witness: By:

_____ _____
Signature

_____
Print Name

C. INDIVIDUAL BID: S.S. No.: _____

_____
Name

_____
Business Address

_____
Telephone

Witness: By:

_____ _____
Print Name Signature

_____
Print Name

D. JOINT VENTURE: FEIN: _____

_____
Name of Corporation

_____
State in which Incorporated

_____
Business Address

_____
Telephone

ATTEST: By:

_____ _____
Secretary President or Vice President

_____ _____
Print Name Print Name

FEIN: _____

_____
Name of Corporation

_____
State in which Incorporated

_____
Business Address

_____
Telephone

Attest: By:

_____ _____
Secretary President or Vice President

_____ _____
Print Name Print Name

FEIN:_____

_____
Name of Corporation

_____
State in which Incorporated

_____
Business Address

_____
Telephone

Attest: By:

_____ _____
Secretary President or Vice President

_____ _____
Print Name Print Name

A Joint Venture doing business as _____

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

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(e) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103I, shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/ and clicking on Living Wage for State Service Contracts.

ATTACHMENT G-1

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

_____
Signature of Authorized Representative Date

_____
Title

_____
Witness Name (Typed or Printed)

_____
Witness Signature Date

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

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

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

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

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

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

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

Date:_____By:_____

(Authorized Representative and Affiant)

ATTACHMENT I – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

_____
Agency Control Number

MARYLAND DEPARTMENT OF HUMAN RESOURCES
HIRING AGREEMENT

This Hiring Agreement ("Agreement") is effective this _____ day of _____, _____ and is entered into by and between the Maryland Department of Human Resources ("Department") and _____(the "Contractor") pursuant to State Finance Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a Contract for services between Contractor and _____ ("Entity"), contract number _____ ("Procurement Contract").

WITNESSETH:

WHEREAS, the Department has identified the Procurement Contract as eligible for execution of this Agreement; and,

WHEREAS, the Contractor and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, Department and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, the Department and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to the Contractor as a result of the Agreement including:

- Medicaid coverage for the employee and the employee's dependents for up to one year after placement in the job;
- Maryland Children's Health Program (MCHP) medical coverage for the employee's dependents after one year of employment for as long as eligibility is met;
- Food Stamps for the employee and the employee's dependents for as long as eligibility requirements are met;
- Child Care subsidies for the employee's dependents for up to one year after employment as long as eligibility requirements are met;
- Transportation subsidies for the employee for a period of time after employment;
- Other Retention services including counseling on an as needed basis; and
- Assistance with claiming tax credits for hiring Candidates.

WHEREAS, the Contractor and Department agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department's

current and former Family Investment Program ("FIP") recipients, their children, foster youth, and child support obligors ("Candidates") by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department specifically agree as follows:

A. The CONTRACTOR will:

1. Notify the Department of all job openings that exists or result from the Procurement Contract.

2. Declare the Department the "first source" in identifying and hiring Candidates for those openings.

3. Work with Department as necessary and appropriate, to develop necessary training programs which enable Candidates to qualify for and secure the jobs.

4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates the Department refers.

5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department refers qualified Candidates within three (3) working days.

6. Provide the DEPARTMENT with feedback regarding the disposition of referrals made, to include an explanation of why any such Candidate was not hired or considered qualified.

7. Designate this individual to be the specific contact person:

_____
Name

_____
Address

_____ _____ _____
Telephone # Fax # e-Mail

who will:

- provide additional information regarding 'first source" jobs and clarify their requirements;
- receive Department referrals, and
- provide feedback to a Department account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those Candidates hired by the Contractor.

B. The Department will designate an account representative who will:

1. Process all the Contractor's job notices in accordance with this "Agreement".

2. Refer screened and qualified Candidates to the Contractor's designated contact person.

3. Make referrals in a timely manner, that is, within three (3) working days after receiving the Contractor's job opening notices.

4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare Candidates for employment with the Contractor.

5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.

6. Insure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.

7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.

8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

C. DISCLAIMERS

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

D. NON-DISCRIMINATION

The Contractor agrees that there shall be no discrimination against any employee or Candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

E. MARYLAND LAW PREVAILS

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

F. EFFECTIVE DATE

This Agreement shall take effect on the date of the aforementioned Procurement Contract, which is for the period _____ through _____, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and the Department have affixed their signatures below:

FOR THE CONTRACTOR:	**FOR THE DEPARTMENT**
_____	_____
SIGNATURE	**SIGNATURE**
_____	**Hiring Agreement Coordinator_____**
TITLE	**TITLE**
_____	_____
DATE	**DATE**

ATTACHMENT K – PERFORMANCE BOND

STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

PERFORMANCE BOND

Principal	Business Address of Principal
Name of Surety: A corporation of the State of _____ and authorized to do business in the State of Maryland.	
PENAL SUM OF THIS PERFORMANCE BOND	**DESCRIPTION OF CONTRACT**
	Contract Number: T-0862-1940 **Contract Name or Description: Baltimore Red Line – C19 – Reforestation and Landscaping**
DATE OF BOND	**DATE OF CONTRACT**
(Shall be no later than Date on Contract)	(To be filled in by the Administration)
OBLIGEE	
State of Maryland by and through the following Administration acting for the Maryland Department of Transportation: **MARYLAND TRANSIT ADMINISTRATION**	

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

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

Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract".

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

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

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

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

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

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

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

In Presence of:
Witness:

Individual Principal:

_____
(Name - Partnership Principal)

_____as to _____(SEAL)
(Signature - Partnership Principal)

In the Presence of:
Witness:

Co-Partnership Principal:

_____
(Name - Co-Partnership Principal)

_____ as to _____(SEAL)
(Signature - Co-Partnership Principal)

In the Presence of:
Witness:

Co-Partnership Principal:

_____
(Name - Co-Partnership Principal)

_____ as to _____(SEAL)
(Signature - Co-Partnership Principal)

In the Presence of:
Witness:

Co-Partnership Principal:

_____
(Name - Co-Partnership Principal)

_____ as to _____(SEAL)
(Signature - Co-Partnership Principal)

In Presence of:
Witness:

Corporate Principal:

_____
(Name of Corporation)

_____as to
Corporate Secretary

_____(SEAL)
(Signature – Corporate President)

In the Presence of:
Attest:

Surety:

_____
(Surety Name)

_____ as to

_____(SEAL)
(Signature – Attorney-in-fact)

Bonding Agent's Name: _____

Bonding Agent's Address: _____

Approved as to legal form and sufficiency:

This ____ day of _____, 2014

_____
Assistant Attorney General

ATTACHMENT L – BID BOND

(must be submitted with Bid)

Bond No. _____

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

WHEREAS, the Principal has submitted a bid for _____
(Identify project by number and brief description):

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

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

In Presence of:
Witness:

_____ as to

Individual Principal:

_____
(Name - Partnership Principal)

_____(SEAL)
(Signature - Partnership Principal)

In the Presence of:
Witness:

_____ as to

Co-Partnership Principal:

_____
(Name - Co-Partnership Principal)

_____(SEAL)
(Signature - Co-Partnership Principal)

In the Presence of:
Witness:

Co-Partnership Principal:

_____
(Name - Co-Partnership Principal)

_____ as to _____(SEAL)
(Signature - Co-Partnership Principal)

In the Presence of:
Witness:

Co-Partnership Principal:

_____
(Name - Co-Partnership Principal)

_____ as to _____(SEAL)
(Signature - Co-Partnership Principal)

In Presence of:
Witness:

Corporate Principal:

_____
(Name of Corporation)

_____as to _____(SEAL)
Corporate Secretary (Signature – Corporate President)

In the Presence of:
Attest:

Surety:

_____
(Surety Name)

_____ as to _____(SEAL)
(Signature – Attorney-in-fact)

Bonding Agent's Name: _____

Bonding Agent's Address: _____

Approved as to legal form and sufficiency:

This ____ day of _____, 2014

_____
Assistant Attorney General

ATTACHMENT M - FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts <u>or</u> (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

   A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of $300,000 or more *($500,000 for fiscal years ending after December 31, 2003)* in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Department Contract Monitor.

   B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

   C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

      Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

      This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to,

sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT M-1

U.S. Department of Health and Human Services

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	☐ a. Bid/offer/application b. Initial award c. Post-award	☐ a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, *if known*:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Amount of Payment (*check all that apply*) $_____ ☐ actual ☐ planned **12. Form of Payment** (*check all that apply*) ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	**13. Type of Payment** (*check all that apply*) ☐ a. retainer ☐ b. one-time ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT M-3

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

_____

Signature of Authorized Certifying Individual

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.

ATTACHMENT O – BUY AMERICA CERTIFICATE

(submit with Bid/Proposal)

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

As a condition of responsiveness, the bidder or offeror must submit with his bid a completed Certificate of Compliance OR a Certificate of Non-Compliance.

STEEL, IRON OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE WITH 49 U.S.C. 5323 (j)(l)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(l) and the applicable regulations in 49 C.F.R. Part 661.5.

DATE _____

SIGNATURE _____

COMPANY NAME _____

TITLE _____

-OR-

CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323 (j)(l)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(l) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.4

DATE _____

SIGNATURE _____

COMPANY NAME _____

TITLE _____

ATTACHMENT P – CONTRACTOR'S QUESTIONNNAIRE

(submit with Bid/Proposal)

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

IMPORTANT

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

THIS QUESTIONNAIRE FORM IS A PART OF THE CONTRACTOR'S BID AND FAILURE TO SUBMIT A COMPLETED QUESTIONNAIRE WITH EACH BID MAY BE THE BASIS FOR REJECTION OF A BID.

I. General

(a) Legal Title and Address of Organization
_____
_____
_____

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

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

(d) Date your Firm was organized or started:

(e) Federal I.D. No. _____

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

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

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

(i) Subsidiary of another company? Yes _____ No _____
1. Parent Company Name and Federal I.D. No.:

2. Sister Company in related business? Yes _____ No _____
3. Sister Company Name and Federal I.D. No.:

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

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

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

(l) List major items of equipment fully owned by your firm, giving approximate value and age:

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

(a) Are there any claims, judgments, arbitration proceedings or suits pending against your organization? Yes___ No___

(b) Within the last five years, has your organization ever filed any law suit or requested arbitration related to a construction contract? Yes___ No___

(c) Within the last five years has your organization ever failed to complete any work awarded to it? Yes___ No___

(d) Has your organization ever been adjudged a bankruptcy or filed a petition in bankruptcy? Yes___ No___

(e) In the last five years has your organization been assessed liquidated damages for failure to complete a project by the contracted date? Yes___ No__

(f) Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization? Yes___ No___

(g) Does your organization have a Quality Control Program? Yes ___ No___

(h) Has your organization ever been barred from performing work for any Federal, State or other governmental agency? Yes ____ No ___

(i) Is any member of your organization employed by the State of Maryland, a member of any State institutional board, management board or board of trustees, or in any way officially connected with the government of the State of Maryland? Yes ____ No ____

(j) Has your organization or any of its directors, officers, partners or supervisory personnel ever been indicated and/or found guilty for criminal action relating in any way to the conduct of your organization's business? Yes ____ No ____

III. Financial

(a) Enclose your most recent audited financial statement. If, and only if, you do not have an audited financial statement, enclose your most recent Federal tax return and unaudited financial statement.

(b) Who is your bonding Company?

(c) Who is your bonding agent?

(d) Has your bonding company changed in the past three years? If yes, why?

(e) What is the total bonding capacity of your firm?

(f) What is your current bond amount in use?

(g) What is the maximum you have bonded on any single project?

(h) What is your policy on bonding subcontractors?

(i) Do you have any outstanding claims from any subcontractors?

(j) Within the past five years, has any bonding company refused to write you a bond on any construction work? If yes, explain.

IV. Experience

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

General _____years Sub_____years
Type_____ _____ years
Type _____ _____years

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

Construction Experience

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

(c) Give any special qualifications of firm members (Registered Engineer, Surveyor, etc.

_____

_____

_____

(Use Extension Sheet If Necessary)

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

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

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

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

V. Safety

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

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

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

If yes, explain.

_____
_____
_____

The above statements are certified to be true and accurate.

Dated at _____this _____day of _____, 2014.

By: _____

_____
(Title of Person signing)

_____
(Name of Organization)

State of _____

County (City) of_____:

On this ____day of _____, 2014, before me, _____, the undersigned officer, personally appeared and acknowledged that he (she) executed the foregoing Contractor's Questionnaire in the capacity therein stated and for the purpose therein contained.

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

_____
Notary Public
(SEAL)

My commission expires: _____

Surety Bond Assistance Program

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

To be eligible for bonding assistance, an applicant must:

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

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

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

ATTACHMENT R

MTA GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

OCTOBER 2001

Contract No.: T-0862-1940

ADDENDUM NO. 2

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GENERAL PROVISIONS

GP - SECTION 1 - DEFINITIONS AND TERMS

GP-1.01 GENERAL

Wherever in these General Provisions or in other Contract Documents the following terms or abbreviations are used, the meaning shall be as follows:

GP-1.02 ORGANIZATIONAL STRUCTURE

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

(i) Maryland Port Administration
(ii) Maryland Transit Administration
(iii) State Highway Administration
(iv) Maryland Aviation Administration
(v) Motor Vehicle Administration; and
(vi) Office of the Secretary, Administration

GP-1.03 ORGANIZATIONAL DEFINITIONS

Administration - The word "Administration" shall mean any one of the Administrations within the Maryland Department of Transportation, as listed in GP-1.02.

Administrator - The chief executive officer of an Administration.

Department - The word "Department" shall mean the Maryland Department of Transportation.

Engineer - Any person designated by the Administrator or the procurement officer, acting directly or through his duly authorized representative, such representative acting within the scope of the particular duties assigned to him or of the authority given him.

Inspector - The authorized representative of the procurement officer assigned to make detailed inspection of any or all portions of the work, or materials therefor.

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

Secretary - The chief executive officer of the Maryland Department of Transportation.

GP-1.04 ABBREVIATIONS

AAN	American Association of Nurserymen
AAPA	American Association of Port Authorities
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATA	American Transit Association
AWWA	American Water Works Association
AWS	American Welding Society
AWPA	American Wood Preservers Association
AGC	Associated General Contractors of America
BOCA	Building Officials Conference of America
COMAR	Code of Maryland Regulations
CRSI C	oncrete Reinforcing Steel Institute
EEI	Edison Electric Institute
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration, U.S. Department of Transportation
FCC	Federal Communications Commission
FHWA	Federal Highway Administration, U.S. Department of Transportation
FRA	Federal Railway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards, General Services Administration
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineers Society
IPCEA	Insulated Power Cable Engineers Association
IRT	Institute for Rapid Transit
MBMA	Metal Building Manufacturers' Association
MSMT	Maryland Standard Method of Tests (as developed by the State Highway Administration)
MUTCD	Manual on Uniform Traffic Control Devices
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
RLMI	Reflector and Lamp Manufacturers' Institute
SAE	Society of Automotive Engineers
SAWP	Society of American Wood Preservers
ULI	Underwriters Laboratories, Incorporated
UMTA	Urban Mass Transportation Administration, U.S. Department of Transportation

GP-1.05 DEFINITIONS

Award - The decision by a procurement agency to execute a purchase agreement or Contract after all necessary approvals have been obtained.

Bid - A statement of price, terms of sale, and description of the supplies, services, construction or construction-related services offered by a bidder to the State in response to an Invitation for Bids.

Bid Bond - See Proposal Guaranty.

Bid Form - The approved form on which an Administration requires bids to be set forth and submitted.

Bidder - A person formally submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

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

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

Calendar Day - Every day shown on the calendar, Saturdays, Sundays and holidays included.

Change Order - A written order signed by the responsible procurement officer, directing a Contractor to make changes which the changes clause of a Contract authorizes the procurement officer to order with or without the consent of the Contractor.

Construction - The process of building, altering, repairing, improving or demolishing any structure, building, or other improvement to real property.

Contract - Any agreement entered into by a procurement agency for the acquisition of supplies, services, construction, construction related services, architectural services or engineering services.

Contract does not include:

1) Collective bargaining agreements with employee organizations or agreements creating employer employee relationships, as defined in Article 4A, Section 15A(a) (3), Annotated Code of Maryland.

2) Medicaid, Medicare, Judicare, or similar reimbursement contracts which user eligibility and cost are set by law or regulation.

Contract Documents - The written agreement executed between an Administration and the successful bidder, covering the performance of the work and furnishing of labor, equipment and materials, by which the Contractor is bound to perform the work and furnish the labor, equipment and materials, and by which the Administration is obligated to compensate him therefore at the mutually established and accepted rate or price. The Contract shall include the Invitation for Bids, Notice to Contractors, Instructions to Bidders, Proposal, Contract Forms and Bonds, General Provisions, Specifications, Supplemental Specifications, all Special Provisions, all Technical Provisions, all Plans and Notices to Proceed, also any written Change

Orders and Supplemental Agreements that are required to complete the construction of the work in an acceptable manner, including authorized extension thereof.

Contract Drawings - See definition of "Plans".

Contract Item (Pay Item) - An item of work specifically described and for which a price, either unit or lump sum, is provided. It includes the performance of all work and the furnishing of all labor, equipment, and materials, described herein or described in any Supplemental Specifications or Special Provisions.

Contract Modification - Any written alteration in the Specifications, delivery point, date of delivery, Contract period, price, quantity, or other provision of any existing Contract, whether accomplished in accordance with a Contract Provision, or by mutual action of the parties to the Contract. It includes change orders, extra work orders, supplemental agreements, Contract amendments, or reinstatements.

Contractor - Any person having a Contract with a procurement agency. Contractor does not include an employee with an employment Contract, or an employee organization with a collective bargaining agreement.

Day - Calendar day unless otherwise designated.

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

Materials - Any substances specified for use in the construction of the project and its appurtenances.

Notice to Contractors - The advertisement for Bids for all required work or materials. Such advertisement will indicate the location and magnitude of the work to be done or the character and quantity of the material to be furnished and the time and place of the opening of bids.

Notice to Proceed - A written notice to the Contractor of the date on or before which he shall begin the prosecution of the work to be done under the Contract.

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

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

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

Plans - The official drawings issued by the Administration as part of the Contract Documents, including those incorporated in the Contract Documents by reference.

Proposal - The response by an offeror to a request for proposals issued by a procurement agency to obtain goods or labor. The response may include but is not limited to an offeror's price and terms for the proposed Contract, and description of technical expertise, work experience and other information as requested in the solicitation. As used herein the word "proposal" means "bid".

Proposal Guarantee - The security, in the form stated in COMAR 21.06.07.01B, designated in the Proposal, to be furnished by the offeror as a guaranty of good faith to enter into a Contract with the State, if the work of constructing the improvement is awarded to him.

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

Responsive Bid - A bid submitted in response to an Invitation for Bids that conforms in all material respects to the requirements contained in the Invitation for Bids.

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

State - The State of Maryland acting through its authorized representative.

Subcontractor - Any person undertaking the construction of a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the (consent of the surety and the) approval of the Administration.

Superintendent - The executive representative of the Contractor authorized to receive and execute instructions from the procurement officer, and who shall supervise and direct the construction.

Supplemental Specifications - Additions and revisions to the Standard Specifications. Generally include new or improved procedures, construction items or materials developed subsequent to the publication of Standard Specifications.

Surety - The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts pertaining to the work. When applying to the Bid Bond, it refers to the corporate body which engages to be responsible in the execution by the bidder of a satisfactory Contract.

Work - Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

GP - SECTION 2 - BIDDING REQUIREMENTS AND CONDITIONS

GP-2.01 BID IRREVOCABLE

Unless otherwise provided in the Invitation for Bids, bid prices are irrevocable for 90 days following bid opening.

GP-2.02 CONTENTS OF BID FORMS

All papers included in, bound thereto or attached to the bid form are necessary parts thereof and shall not be detached, separated or altered. The Plans, Specifications, Supplemental Specifications, referred to in the Specifications, and all other Contract Documents will be considered a part of the bid form whether attached thereto or not.

GP-2.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE

Where designated as estimated quantities, the quantities in the prepared bid schedule are approximate only. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract and as provided in GP-4.04, Variations in Estimated Quantities.

GP-2.04 SITE INVESTIGATION

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

GP-2.05 TAXES - RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO FILE, ETC.

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

(b) The Contractor shall indicate its Federal Tax Identification or Social Security number on the face of each invoice billed to the Administration.

(c) The Administration or the Comptroller of the Treasury may withhold any payment under this Contract until the Contractor and any subcontractors performing any duties under this Contract have paid all State taxes or other obligations due the State of Maryland. The taxes or other obligations shall be resolved either by set-off of the amount due the Contractor against the amounts due the State or by direct payment.

GP-2.06 PREPARATION OF BID

(a) The bidder shall submit his bid upon the blank form(s) furnished by the Administration. The bidder shall specify a price in dollars and cents for each pay item given, and shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, together with the total amount of the bid obtained by adding the amounts of the several items.

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

(c) Bid Samples and Descriptive Literature. If the Invitation for Bids requires the bidder to furnish samples or descriptive literature, it shall be submitted with the bid, unless the Invitation for Bids provides otherwise.

(d) Offerors shall identify those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed by the State under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland.

GP-2.07 PROPOSAL GUARANTY

(a) No bid will be considered for any Contract in excess of $100,000 unless accompanied by a guaranty in an amount not less than 5 percent of the amount bid, or such amount as may be specified elsewhere in the bid documents and made payable to the State of Maryland.

(b) Acceptable forms of security for bid guaranty shall be:

(1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

(2) A bank certified check, bank cashier's check, bank treasurer's check, or trust account;

(3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State of Maryland; or

(4) Cash - if submitted pursuant to COMAR 21.06.07.01C.

GP-2.08 DELIVERY OF BIDS

Each bid must be submitted in a sealed envelope plainly marked to indicate its contents. When sent by mail, the sealed bid must be addressed to the Administration at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place specified

in the Notice to Contractors. Bids received after the time for opening of bids will be treated in accordance with the provisions of GP-2.12.

GP-2.09 COMMUNICATIONS AND INTERPRETATIONS - PRIOR TO BID OPENING

Any information regarding the requirements or the interpretation of any provision of the General Provisions, Special General Provisions, Specifications or any part of the bidding documents shall be requested, in writing, from the procurement officer, and delivered no later than 10 days prior to the scheduled date of bid opening. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda, or by written notice sent to all prospective bidders. DO NOT MAKE VERBAL INQUIRIES.

Any verbal interpretations or oral pre-bid statements made by State employees or their representatives shall not be binding upon the State.

GP-2.10 AMENDMENTS TO INVITATIONS FOR BIDS

(a) Form. Each amendment to an Invitation for Bids shall be in writing and identified as such.

(b) Acknowledgements. Unless otherwise provided, the bidder shall acknowledge receipt of all amendments.

GP-2.11 PRE-OPENING MODIFICATION OR WITHDRAWAL OF BIDS

(a) Procedure. Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids before the time and date set for bid opening. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office before the time and date set for bid opening shall be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at the telegraph company's office before the time and date set for bid opening.

(b) Disposition of Bid Security. If a bid is withdrawn in accordance with this regulation, the bid security, if any, shall be returned to the bidder.

GP-2.12 LATE BIDS, LATE WITHDRAWALS, AND LATE MODIFICATION

(a) Policy. Any bid received at the place designated in the solicitation after the time and date set for receipt of bids is late. Any request for withdrawal or request for modification received at the place designated in the solicitation after the time and date set for receipt of bids.

(b) Treatment. A late bid, late request for modification, or late request for withdrawal may not be considered. Late bids will be returned to the bidder unopened. Upon written approval of the Office of the Attorney General, exceptions may be made when a late bid, withdrawal, or modification is received before Contract award, and the bid, withdrawal, or modification would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees.

NOTE: Provision GP-2.12(b) does not apply to Federal Aid projects.

GP-2.13 OPENING AND RECORDING OF BIDS

(a) Opening and Recording. Bids and modifications shall be opened publicly, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available. This information also shall be recorded at the time of bid opening. The bids shall be tabulated or a bid abstract made. The opened bid shall be available for public inspection at a reasonable time after bid opening but in any case before Contract award except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in COMAR 21. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes, and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at a reasonable time after bid opening but in any event before Contract award regardless of any designation to the contrary at the time of bid opening.

(b) Confidential Data. The procurement officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Confidential, proprietary information, and trade secrets furnished by a bidder or offeror may be disclosed to another State agency if there is a need for the information and may not be disclosed outside of State government except as provided by the Public Information Act or other applicable laws of this State.

GP-2.14 MISTAKES IN BIDS

(a) Mistakes Discovered Before Opening. A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in GP-2.11.

(b) Confirmation of Bid. If the procurement officer knows or has reason to conclude that a mistake may have been made, the bidder may be required to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn upon written approval of the Office of the Attorney General if any of the following conditions are met:

(1) If the mistake and intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

(2) A bidder may be permitted to withdraw a low bid if:

(a) A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

(b) The bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

(c) Mistakes Discovered After Award. Mistakes may not be corrected after award of the Contract except when the procurement officer and the head of a procurement agency makes a determination that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Corrections shall be submitted to and approved by the Office of the Attorney General.

GP-2.15 MINOR IRREGULARITIES OR INFORMALITIES

General. Minor irregularities or informalities in bids, as defined below, may be waived if the procurement officer determines that it shall be in the State's best interest. The procurement officer may either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or waive the deficiency where it is to the State's advantage to do so. When at any public opening of bids, a bid appears to be irregular, as herein specified, this fact may be announced when read. Said bid shall be read as other bids and then referred to the procurement officer for consideration and appropriate action thereon in accordance with these General Provisions, Law and Regulation.

A minor irregularity is one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid or proposal from the exact requirement of the solicitation, the correction or waiver of which would not be prejudicial to other bidders or offerors. The defect or variation in the bid or proposal is immaterial and inconsequential when its significance as to price, quantity, quality, or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured and the intent and meaning of the entire bid or proposal is clear.

GP-2.16 CANCELLATION OF INVITATIONS FOR BIDS

(a) Before opening of bids a solicitation may be canceled in whole or in part when the State determines this action is fiscally advantageous or otherwise in its best interest.

(b) When a solicitation is canceled before bid opening, the bids shall be returned to the vendors submitting them and notice of cancellation shall be included.

GP-2.17 REJECTION OF INDIVIDUAL BIDS OR PROPOSALS

(a) Any bid may be rejected in whole or in part when it is in the best interest of the State to do so.

(b) Reasons for rejection of a bid may include but are not limited to:

(1) The bid is not responsive i.e., it does not conform in all material respects to the solicitation.

(2) Unreasonable price;

(3) The bidder submitting the bid is determined to be non-responsible. A determination of non-responsibility may be made for, but is not limited to, any of the following reasons:

(a) Bidder debarred or ineligible and period of debarment or ineligibility not expired.

(b) The unit prices contained in a bid are unbalanced.

(c) Evidence of collusion among bidders.

(d) Inadequate quantity and/or quality of experience, plant, equipment, financing, manpower or other resources required to perform the Contract.

(e) Bidder's workload which, in the judgement of the Administration, might hinder or prevent the prompt comple-tion of the subject work if awarded.

(f) Default by the bidder on other Contracts.

(g) Failure to pay or satisfactorily settle all reasonable and just bills due for labor and material on prior or current Contracts.

(h) The same person has an interest in more than one bid on a Contract exclusive of being named by another bidder as a subcontractor.

(i) Failure to perform satisfactorily on other Contracts awarded, and the conditions leading to unsatisfactory performance remain unresolved.

(j) Any other reason affecting the bidder's ability to perform, or record of business integrity.

(k) Bidder not otherwise qualified and eligible to receive an award under applicable laws and regulations.

(4) The bidder or offeror fails to supply information to the procurement officer promptly, after notification from the procurement officer that such information is required in connection with a determination to be made pursuant to this GP-2.17.

GP-2.18 REJECTION OF ALL BIDS

(a) After opening of bids or proposals but before award, all bids or proposals may be rejected in whole or in part when the procurement officer, with the approval of the agency head or his designee, determines that this action is fiscally advantageous or otherwise in the State's best interest.

(b) A notice of rejection of all bids shall be sent to all vendors that submitted bids, and bids which have been opened shall be retained by the Administration.

GP-2.19 BID EVALUATION AND AWARD

(a) General. The Contract is to be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids, and is either the lowest bid price or lowest evaluated bid price.

(b) Determination of Lowest Bidder. Bids shall be evaluated to determine which bidder offers the lowest cost to the State in accordance with the evaluation criteria set forth in the Invitation for Bids.

Except as otherwise provided under GP-2.14 Mistakes in Bids:

(1) The unit price will govern in the event of a discrepancy between the unit price bid and the extended price (product of unit price multiplied by the quantity).

(2) The sum of the extended prices will govern in the event of a discrepancy between the total lump sum bid and the extended prices.

(3) The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.

(4) If a unit price has been omitted, the unit price will be determined by dividing the extended price by the quantity.

The Administration reserves the right to make the award by item, or groups of items, or total bid if it is in the best interest of the State to do so unless the bidder specifies in his bid that a particular or progressive award is not acceptable.

(c) Award. Upon determination of the lowest bidder, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Contract may be awarded to that bidder. A Contract may be awarded to a bidder offering a higher quality item than that designated in the Invitation for Bids if that bidder is also the lowest responsive and responsible bidder.

GP-2.20 TIE BIDS

(a) Definition. Tie bids are responsive bids from responsible bidders that are identical in price, terms and conditions and which meet all the requirements and evaluation criteria set forth in the Invitation for Bids.

(b) Award. In the instance of tie bids, the award shall be made in accordance with COMAR 21.05.02.14. If identical low bids are received from an in-State and out-of-State bidder, the award shall be made to the in-State bidder. If identical low bids are received from in-State bidders or from out-of-State bidders, a drawing shall be conducted, and a witness shall be present to verify and certify the result.

GP-2.21 RESIDENT BUSINESS PREFERENCE

(a) When awarding a Contract by competitive sealed bidding, if the State in which a nonresident firm submitting the lowest responsible bid is located gives a competitive advantage to its resident businesses, a procurement agency may give an identical competitive advantage to the Maryland firm submitting the lowest responsive and responsible bid in order to determine Contract award.

(b) A competitive advantage may include:

(1) A percentage preference;

(2) An employee residency requirement;

(3) Any other provision that favors a nonresident firm over a Maryland firm.

(c) This provision GP-2.21 shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

GP-2.22 MULTIPLE OR ALTERNATE BIDS

Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

GP-2.23 BID PROTESTS

A bid protest must be in writing and filed with the procurement officer. Oral objections, whether or not acted on, are not protests.

(a) Time for Filing.

(1) A bid protest shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier.

(2) A protest based on alleged improprieties in the solicitation which are apparent before the bid opening or the closing date for receipt of initial proposals shall be filed before the opening date or the closing date for receipt of initial proposals.

(b) Content of Written Protest.

(1) Name and address of protestor.

(2) Bid or Contract number.

(3) Reasons for protest.

(4) Supporting exhibits, evidence or documents to support claim. If not available within filing time, indicate expected availability date.

(5) Mark envelope "protest".

Bid protests will be resolved pursuant to COMAR 21.10.02.

GP - SECTION 3 - AWARD AND EXECUTION OF CONTRACT

GP-3.01 AWARD OF CONTRACT (See GP-2.19)

Written notice of award shall be sent to the successful bidder. A Notice of Award may be rescinded at any time prior to execution of the Contract by the Administrator.

GP-3.02 RETURN OF PROPOSAL GUARANTY

All proposal guaranties, except those of the three lowest bidders, will be returned immediately following opening and the review of the proposals. The guaranty of the three lowest bidders will be returned following the execution of the Contract and approval by the Board, if required. The Contractor has the right to substitute a bid bond for other bid security at any time prior to return of the proposal guaranty.

GP-3.03 PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

(a) Acceptable security for performance and payment shall be as stated in COMAR 21.06.07.01B.

(b) Performance and Payment Bonds. A performance and payment bond is required for all construction Contracts in excess of $100,000, each in the amount equal to at least 100 percent of the Contract price. The bonds shall be delivered by the bidder to the Administration no later than the time the Contract is to be executed. If the bidder fails to deliver the required bonds, his bid shall be rejected, his bid security shall be enforced, and award of the Contract may be made to the next lowest responsive and responsible bidder.

(1) The required performance bond shall be in the form specified in COMAR 21.07.02.10, Exhibit A.

(2) The required payment bond shall be in the form specified in COMAR 21.07.02.10, Exhibit B.

GP-3.04 EXECUTION OF CONTRACT

(a) The Contract shall be effective only upon receipt by the Administration of the proper, executed Contract form, and performance and payment bonds (if required), approval by the Board of Public Works, (if required), and execution of the Contract by the Administration.

(b) After a Notice of Award, as provided in GP-3.01, has been issued to a bidder, the Administration shall forward the formal Contract form and the appropriate forms for the payment and performance bonds (if any) to the bidder for execution. The bidder will execute the Contract form and return same, together with fully executed payment and performance bonds (if any), to the Administration within 10 days after receipt of same. After receipt of properly executed Contract form and payment and performance bonds, (if any), the Administration will execute the Contract within 60 days and forward the bidder a copy; provided, however, that the Board has approved the Contract if such approval is required. If the Administration fails to execute the Contract and the period of irrevocability has expired, the bidder may, as its sole remedy, withdraw its bids.

GP-3.05 FAILURE TO EXECUTE CONTRACT

Failure of the bidder to execute the Contract and file acceptable security as defined in GP-3.03 within the time aforesaid shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty which shall become the property of the State of Maryland, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsive, responsible bidder or the

work may be re-advertised and constructed under Contract or otherwise, as the Administration may decide.

GP - SECTION 4 - SCOPE OF WORK

GP-4.01 INTENT OF CONTRACT

(a) The Contractor shall (within specified tolerances) perform all work in accordance with the lines, grades, typical cross sections, dimensions, and other data shown on the Plans or as modified by written orders including the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project in full compliance with the Contract requirements.

(b) The documents composing the Contract Documents are intended to be complementary, and to describe the construction and completion of the work. Anything mentioned in the Specifications and not shown on the Contract drawings, or shown on the Contract drawing and not mentioned in the Specifications shall be of like effect as if it is shown or mentioned in both.

(c) Omissions from the drawings or Specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and Specifications or which are customarily performed shall not relieve the Contractor from performing such omitted or misdescribed details of work, but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.

GP-4.02 GENERAL PROVISIONS CONTROLLING

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

GP-4.03 ENTIRE CONTRACT

The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral.

GP-4.04 VARIATIONS IN ESTIMATED QUANTITIES

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

GP-4.05 DIFFERING SITE CONDITIONS

(a) The Contractor shall promptly, and before such conditions are disturbed, notify the procurement officer in writing of:

(1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or

(2) Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The procurement officer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

(b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided however, the time prescribed therefor may be extended by the State.

(c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

GP-4.06 CHANGES

(a) The procurement officer may unilaterally, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

(1) In the Specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the State-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order including a direction, instruction, interpretation or determination from the procurement officer that causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the procurement officer written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the procurement officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) Subject to paragraph (f), if any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly. Provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as therein required; and provided further, that in the case of defective Specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he shall, within 30 days after receipt of a written change order under (a) above or the furnishing of written notice under (b) above, submit to the procurement officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under (b) above.

(f) Each Contract modification or change order that affects Contract price shall be subject to the prior written approval of the procurement officer and other appropriate authorities and to prior certification of the appropriate fiscal authority of fund availability and the effect of the modification or change order on the project budget or the total construction cost. If, according to the certification of the fiscal authority, the Contract modification or change order will cause an increase in cost that will exceed budgeted and available funds, the modification or change order may not be made unless sufficient additional funds are made available or the scope of the project is adjusted to permit its completion within the project budget.

(g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

GP-4.07 NEGOTIATED PAYMENT PROVISION

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

(a) Twenty percent may be added by the Contractor for overhead and profit for work performed by his own forces.

(b) Fifteen percent may be added by the subcontractor for overhead and profit for work performed by the subcontractor; the Contractor may add an additional 5 percent of the subcontractor's costs for labor and materials.

(c) The provisions of paragraphs (a) and (b) above apply only to price adjustments negotiated prior to completion of the added or changed work and do not apply to work performed on a force account basis as provided for in paragraph GP-9.02 or Variations In Estimated Quantities as provided for in GP-4.04.

GP-4.08 UNAUTHORIZED WORK

Work done contrary to or regardless of the instructions of the procurement officer; work done beyond the lines and grades shown on the Contract Drawings, or as given; or any extra work done without written authority will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. Work so done may be ordered removed and/or replaced at the Contractor's expense.

GP-4.09 FINAL CLEAN UP

Upon completion of the work specified in the Contract and before final payment will be made, the construction area and all other adjoining areas, other than those owned by him, occupied by the Contractor during the construction of said Contract shall be cleaned of all surplus and discarded materials, spilled materials, excess materials left deposited on the permanent work as a result of the Contractor's operations, false work, and rubbish and temporary structures and buildings, that were placed thereon by the Contractor. The adjoining areas mentioned above, outside the normal pay limits for seeding, will be reshaped, seeded and mulched, or otherwise restored as directed by the procurement officer at the Contractor's expense.

GP-4.10 WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties at law or set out elsewhere in this Contract, the Contractor warrants for one year after final acceptance of the work, that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his sub-contractors or suppliers at any tier. With respect to any part of the work which the State takes possession of prior to final acceptance, such warranty shall continue for a period of two years from the date the State takes possession, including replacement of any trees, shrubs or other plants installed by Contractor that die within the warranty period. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to State owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

(b) The State shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage.

(c) Should the Contractor fail to remedy any failure, defect, or damage described in (a) above within a reasonable time after receipt of notice thereof, the State shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.

(d) In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the State, be enforced by the Contractor for the benefit of the State. In such case if the Contractor's warranty under (a) above has expired, any suit directed by the State

to enforce a subcontractor's, manufacturer's or supplier's warranty shall be at the expense of the State. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

(e) If directed by the procurement officer, the Contractor shall require any such warranties to be executed in writing to the State.

(f) Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair or any defects of material or design furnished by the State nor for the repair of any damage which results from any such defect in State furnished material or design.

(g) The warranty specified herein shall not limit the State's rights under GP-5.13 Acceptance clause of this Contract.

GP - SECTION 5 - CONTROL OF THE WORK

GP-5.01 AUTHORITY OF THE PROCUREMENT OFFICER

(a) The procurement officer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all Plans and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

(b) The procurement officer shall determine the amount and quantity of work performed and materials which are to be paid for under the Contract.

(c) The procurement officer shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

GP-5.02 CONFORMITY WITH CONTRACT REQUIREMENTS

All work performed and all materials furnished shall be in conformity with the Contract requirements.

In the event the procurement officer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the Contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

In the event the procurement officer finds the materials or the finished product in which the materials are used are not in conformity with the Contract requirements but that acceptable work has been produced, he shall then make a determination if the work shall be accepted. In this event, the procurement officer will document the basis of acceptance by a change order which will provide for an appropriate adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.

GP-5.03 DISCREPANCIES IN THE CONTRACT DOCUMENTS

In the event the Contractor discovers any discrepancies in the Contract Documents, he shall immediately notify the procurement officer. The procurement officer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

GP-5.04 COOPERATION BY CONTRACTOR

The Contractor will keep available on the project site at all times one complete set of Contract Documents.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the procurement officer and his inspectors in every way possible.

The Contractor shall assign to the Contract as his agent, a competent superintendent capable of communicating in English and capable of reading and thoroughly understanding the Contract Documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the procurement officer or his authorized representatives. The superintendent shall have full authority to execute the order or directions of the procurement officer without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet. Said superintendent shall be on the project site at all times when the work is in progress.

GP-5.05 COOPERATION WITH UTILITIES

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

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

GP-5.06 COOPERATION BETWEEN CONTRACTORS

(a) Separate Contractors on adjoining or overlapping work shall cooperate with each other as necessary. Such cooperation shall include:

(1) Arrangement and conduct of work;

(2) Storage and disposal of materials, etc., by each in such manner as to not unnecessarily interfere with or hinder the progress of the work being performed by other Contractors. Contiguous work shall be joined in an acceptable manner.

(b) The Administration and Department shall have the right, at any time, to Contract for and perform other work on, near, over or under the work covered by this Contract. In addition, other work may be performed under the jurisdiction of another Administration or State agency. In such cases, when a dispute arises among Contractors, the procurement officer will decide which of the procurement officers will have jurisdiction over said dispute. The Contractor shall cooperate fully with such other Contractors and carefully fit his own work to such other work as may be directed by the procurement officer.

(c) The Contractor agrees that in the event of dispute as to cooperation the procurement officer will act as referee. The Contractor agrees to make no claims against the Administration for any inconvenience, delay or loss experienced by them because of the presence and operations of other Contractors.

GP-5.07 AUTHORITY AND DUTIES OF INSPECTORS

Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the Contract, nor is he authorized to approve or accept any portion of the complete project. He is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the procurement officer. Inspectors shall perform their duties at such times and in such manner as will not unnecessarily impede progress on the Contract.

The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice, instruction, direction or other order which the inspector may give the Contractor shall not be construed as binding the procurement officer in any way, or releasing the Contractor from fulfilling all of the terms of the Contract.

Where there is disagreement between the Contractor (or his representative) and the inspector, such as refusal by the Contractor to use properly approved material, performing work not in compliance with Plans and Specifications, and/or refusing to suspend work until problems at issue can be referred to and decided by the procurement officer, the inspector will immediately direct the procurement officer's attention to the issues of disagreement. If the Contractor still refuses to make corrections, comply or suspend work, the procurement officer will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order suspending the work and explaining the reason for such shutdown. As soon as the inspector is advised of the delivery of the shutdown order, the inspector shall immediately leave the site of the work and any work performed during the inspector's absence will not be accepted or paid for and may be required to be removed and disposed of at the Contractor's expense.

GP-5.08 INSPECTION OF WORK

All materials and each part or detail of the work shall be subject at all times to inspection by the procurement officer or his authorized representative, and the Contractor will be held strictly to the materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under the Contract is subject to such inspection. The

procurement officer, or his representative, shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the procurement officer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the Contract. Should the work thus exposed or examined prove acceptable, adjustments in Contract time and price will be made pursuant to Section GP-4.06 for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the work so exposed or examined prove unacceptable, the uncovering, or removing and replacing, shall be at the Contractor's expense.

When the United States Government or any railroad, corporation or other agency is to pay a portion of the cost of the work covered by this Contract, their respective representatives shall have the right to inspect the work.

GP-5.09 REMOVAL OF DEFECTIVE WORK

All work and materials which do not conform to the requirement of the Contract will be considered unacceptable, unless otherwise determined acceptable under the provisions in GP-5.02.

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by the procurement officer.

Upon failure on the part of the Contractor to comply promptly with any order of the procurement officer, made under the provisions of these General Provisions the procurement officer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

GP-5.10 LOAD RESTRICTIONS

(a) The Contractor shall comply with all State and local requirements pertaining to speed, size and weight of motor vehicles.

(b) The Administration may indicate in the Contract load restrictions on any road or structure within the vicinity of the project.

(c) The Contractor shall take into account any and all posted bridges, the crossing of which might be contemplated by the work on the Contract. No loads in excess of posted limits will be allowed in the prosecution of the work on any Contract, unless the required permits are obtained from the appropriate State and local governmental agencies.

(d) The Contractor shall consider possible detrimental effects of operating heavy paving and grading equipment contiguous to retaining walls, pipe culverts, arches, forms for concrete work as well as construction existing prior to this Contract.

(e) The procurement officer shall have the right to limit passage of heavy equipment (plus loads) when such passage or usage is causing apparent or visible damage to embankments, paving, structures or any other property.

(f) Within the Baltimore City limits, the Department of Transit and Traffic of the City of Baltimore has jurisdiction for oversize and overweight vehicle movements. Permits are obtainable from the Transit and Traffic Department.

GP-5.11 MAINTENANCE OF WORK DURING CONSTRUCTION

(a) The Contractor shall maintain the work during construction and until acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times.

(b) Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such water and such drainage shall be diverted or removed when necessary to prevent damage to excavation, embankments, surfacing, structures or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed.

(c) All cost of maintenance work during construction and before final acceptance shall be included in the price bid and the Contractor will not be paid additional amount for such work, except as otherwise provided.

(d) In the event that the Contractor's work is ordered shutdown for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the project site, for tenants of the project site, and for the general public as may be necessary during the period of suspended work or until the Contract has been declared in default.

(e) On projects where traffic flow is maintained, the Contractor shall be responsible for repair of all traffic damages to the work, either partially or totally completed, until such time as the work is accepted by the procurement officer. Responsible, as used here, shall mean the responsibility for restoration, and the cost thereof unless otherwise expressly provided for in the Special Provisions.

GP-5.12 FAILURE TO MAINTAIN ENTIRE PROJECT

Failure on the part of the Contractor, at any time, to comply with the provisions of GP-5.11 above, will result in the procurement officer's immediately notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the procurement officer will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from monies due the Contractor.

GP-5.13 ACCEPTANCE FOR MAINTENANCE

(a) Partial Acceptance for Maintenance. If at any time during the performance of the work the Contractor substantially completes a unit or portion of the work, he may request the procurement officer to make final inspection of that unit. If the procurement officer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, he may accept that unit as being completed and the Contractor may be relieved of further maintenance responsibility for that unit. Generally, partial acceptance for maintenance will only be considered when the Administration feels that such action is in the public interest. Such partial acceptance for maintenance shall in no way void or alter any of the terms of the Contract.

(b) Final Acceptance for Maintenance. Upon due notice from the Contractor of presumptive completion of the entire project, the procurement officer shall make a construction inspection and if at such inspection all construction provided for and contemplated by the Contract is found completed, such inspection shall constitute the final inspection and the procurement officer shall make the acceptance for maintenance as of that date, and the Contractor shall be notified of such acceptance in writing. After acceptance for maintenance the Administration will assume responsibility for maintenance except where otherwise provided by the Contract.

(c) If, however, at any construction inspection any work in whole or in part is found unsatisfactory, the procurement officer shall give the Contractor the necessary instructions as to the work required for final completion and acceptance for maintenance. The Contractor forthwith shall comply with and execute such instructions. Upon completion of such work, another inspection shall be made which shall constitute the final inspection if the said work is found to have been completed satisfactorily. In such event, the procurement officer shall make the acceptance for maintenance and the Contractor shall be notified as aforesaid. After final acceptance for maintenance, the Administration will assume responsibility for maintenance except where otherwise provided by the Contract.

(d) Unless otherwise provided in this Contract, acceptance by the State shall be made as promptly as practicable after completion and inspection of all work required by this Contract, or that portion of the work that the procurement officer determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, such gross mistakes as may amount to fraud or the State's rights under any warranty or guarantee or any claims or counter claims reserved by the State.

GP-5.14 CLAIMS

Unless a shorter period is prescribed by law or elsewhere in this Contract,

(a) The Contractor shall file a written notice of claim for extension of time, equitable adjustment, extra compensation, damages, or any other matter (whether under or relating to this Contract) with the procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier.

(b) Contemporaneously with or within 30 days of the filing of a notice of a claim, but no later than the date that final payment is made, a Contractor shall submit the claim to the appropriate procurement officer. The claim shall be in writing and shall contain:

(1) An explanation of the claim, including reference to all Contract provisions upon which it is based;

(2) The amount of the claim;

(3) The facts upon which the claim is based;

(4) All pertinent data and correspondence that the Contractor relies upon to substantiate the claim; and

(5) A certification by a senior official, officer, or general partner of the Contractor or subcontractor, as applicable, that, to the best of the person's knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the amount requested accurately reflects the Contract adjustment for which the person believes the Administration is liable.

(c) The claim shall also contain itemized supporting data for the elements of cost the Contractor claims to have incurred or it will incur. This data shall be in sufficient detail to permit analysis by the Administration of material, labor, equipment, subcontract and overhead costs as well as profit and shall include all work covered by the claim, whether deleted, added, or changed. Subcontract cost shall be supported by similar detailed data.

(d) A notice of claim or a claim that is not filed within the prescribed time shall be dismissed.

GP-5.15 DISPUTES

(a) This Contract is subject to the provisions of Title 15, Subtitle 2, State Finance and Procurement Article (Dispute Resolution) of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

(b) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this Contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(c) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.

A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed either as to liability or amount, it may be converted to a claim for the purpose of this clause.

(d) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.

(e) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

(f) The Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

(g) The procurement officer shall render a written decision on all claims within 180 days of receipt of the Contractor's written claim, unless the time is extended by mutual agreement of the parties. If a decision is not issued within 180 days, the procurement officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State.

(h) The procurement officer's decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(i) Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

GP - SECTION 6 - CONTROL OF MATERIAL

GP-6.01 GENERAL

All materials shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of the materials, the Contractor shall notify the procurement officer in writing of the sources from which he proposes to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the work as soon as possible after receipt of notification of award of the Contract.

GP-6.02 STORAGE AND HANDLING OF MATERIALS

Materials shall be so stored as to assure the preservation of their quality and acceptability for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way or project site may be used for storage purposes and for the placing of the Contractor's plant and equipment; such storage areas must be restored to their original condition by the Contractor at his expense. Any additional space required must be provided by the Contractor at his expense.

Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.

GP-6.03 UNACCEPTABLE MATERIALS

(a) Materials represented by samples taken and tested in accordance with the specified tests and failing to meet required values shall be considered to be defective regardless of prior tests or approvals.

(b) Unless otherwise allowed by the procurement officer as set forth below, defective materials shall be removed from the site with any tags, stamps or other markings implying conformance with Specifications removed or obliterated.

(c) Where defects can be corrected, the Contractor may propose such corrective action as he deems appropriate to the procurement officer. The procurement officer may approve the corrective action but in so doing does not assume responsibility for the success thereof. Retests will be made to determine the acceptability of the material after corrective measures have been taken. No person other than the procurement officer may change any provision of the Specifications or the Contract without written authorization.

(d) The cost of replacing, correcting and/or removal of defective material will be the responsibility of the Contractor.

(e) The cost of repairing or replacing other materials damaged by the installation, correction and/or removal of defective materials will be the responsibility of the Contractor.

GP-6.04 ADMINISTRATION FURNISHED MATERIAL

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

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

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

GP - SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

GP-7.01 COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

(c) It shall comply with all Federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract, including the provisions of COMAR Title 21 that are applicable to construction Contracts and which are incorporated herein by reference; and

(d) All requirements set forth in Federal assistance instruments applicable to this Contract shall be satisfied. Therefore, to the extent that the requirements which are specified in the assistance instrument conflict with regulations adopted under COMAR Title 21, the former shall control.

GP-7.02 PERMITS AND LICENSES

(a) The Contractor shall procure at his own expense such permits, licenses, insurance and governmental approval as may be necessary in order to comply with Federal, State and local laws, ordinances and regulations in performance of the work. He shall further give all notices necessary and incidental to the due and lawful prosecution of the work.

(b) Federal permits, from the U.S. Corps of Engineers, Environmental Protection Agency, and/or United States Coast Guard, for erection of structures in tidal waters will be obtained by the Administration and the Contractor shall comply with the requirements of such permits. Any required Federal permits, however, desired by the Contractor for temporary structures such as docks, piers, anchorages, etc., must be applied for and obtained by the Contractor.

GP-7.03 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner and a copy of such agreement shall be filed with the Administration; if no such agreement is made or filed as noted, the Contractor and the surety shall indemnify and save harmless the State, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any suchpatented design, device, materials or process, or any trademark or copyright, and shall indemnify, protect and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgement for patent, trademark or copyright infringement, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

GP-7.04 FEDERAL PARTICIPATION

When the United States Government pays all or any portion of the cost of a project, the work shall be subject to the inspection of the appropriate federal agency. Such inspection shall in no sense make the federal government a party to this Contract, and will not interfere, in any way, with the rights of either party hereunder.

GP-7.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards and regulations (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act, (83 Stat. 96) and under any construction safety and health standards and regulations promulgated by the Commissioner of Labor and Industry in accordance with the Maryland Occupational Safety and Health Act, Article 89, Section 28 thru 49A, inclusive, Annotated Code of Maryland (as the same may be amended from time to time).

The Contractor and each subcontractor shall permit inspection without delay and at any reasonable time on any premises where the work is being performed by a federal or state inspector authorized to investigate compliance with the above mentioned federal and state statutes and regulations.

The Contractor further agrees to correct any violations found to exist during such inspection within a reasonable time after the issuance of any citation, unless he contests the validity thereof through the appropriate administrative and judicial process.

GP-7.06 PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct the work in such a manner as to ensure the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be provided for. Equipment and/or materials stored upon the project shall be placed so as to cause a minimum of obstruction to the public. Sprinkling shall be performed at the direction of the procurement officer. The Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access, roads and bridges as may be necessary to accommodate traffic diverted from the project under construction, or using the project under construction and shall provide and maintain in a safe condition temporary approaches to, and crossings of the project. Existing Department facilities planned to be removed, but which might be of service to the public during construction are not to be disturbed until other and adequate provisions are made. Existing mailboxes shall be maintained or reset in positions accessible to the public and to mail deliveries during construction and subsequent to construction in their final locations in a satisfactory condition. On Department facilities occupied by railroad tracks, temporary platforms for the entrance and exit of passengers to and from the railway cars shall be provided and maintained in an approved manner by the Contractor. Fire hydrants on or adjacent to the project shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. All footways, gutters, sewer inlets and portions of the project adjoining the work under construction shall not be obstructed more than is absolutely necessary. Work closed down for the winter or at any other times shall be left entirely accessible at all points to fire apparatus.

GP-7.07 DETOURS

Detours may be indicated in the Contract Documents, or at the Contractor's request traffic may be detoured over approved routes along existing roads when acceptable to the procurement officer. Detours over existing State roads will be designated, marked and maintained by the appropriate Administrations. All other detours will be the responsibility of the Contractor.

GP-7.08 BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. All highways and other Department facilities closed to vehicular traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness with electric lights.

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the facility by vehicular traffic, and at all other points where the new work crosses or coincides with an existing roadway or traffic lane(s). Such warning signs shall be constructed and erected in accordance with the Manual on Uniform Traffic Control Devices, or as directed.

The Contractor shall furnish, erect and maintain warning and direction signs in the number required by the procurement officer and at locations designated by the procurement officer throughout the limits of the project. For street and highway type traffic, the signs shall conform in every respect to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. Signs must be freshly painted and adequately reflectorized before being placed on any project. No work may be performed or begun unless an adequate number of signs of the proper category are in place.

In cases where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular traffic the Contractor shall, at the direction of the procurement officer provide suitable substantial traffic barriers to the extent determined by the procurement officer.

GP-7.09 FLAGGING OF MOTOR VEHICLE TRAFFIC

For all construction Contracts requiring the flagging of motor vehicles licensed for operation on the highways of Maryland, said flagging shall be conducted as specified in the Manual on Traffic Control Devices for Streets and Highways.

GP-7.10 MAINTENANCE OF TRAFFIC

Unless otherwise noted in the Special Provisions, it shall be the Contractor's responsibility to maintain pedestrian and vehicular traffic safely, adequately and continuously on all portions of existing facilities affected by his work. In addition to existing facilities undergoing improvement, this also applies to crossroads, approaches, crossovers and entrances affected or made necessary by his work.

GP-7.11 PRESERVATION AND RESTORATION OF PROPERTY

(a) The Contractor shall not enter upon public or private property (outside of the right-of-way or project area) for any purpose without obtaining permission and he shall be responsible for the preservation of all public and private property, trees, monuments, signs and markers and fences thereon, and shall use every precaution necessary to prevent damage or injury thereto.

All Department signs and markers that are affected by the work shall be carefully removed when grading operations begin and delivered to the procurement officer. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures; shall protect carefully from disturbances or damages all land monuments and property marks until the procurement officer has referenced their location; and shall replace them as directed by the procurement officer.

(b) The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the nonexecution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury, in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the procurement officer may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

GP-7.12 LAND, AIR AND WATER POLLUTION

(a) The Contractor shall incorporate all permanent erosion control features into the work at the earliest practicable time as required by the Contract Documents. Temporary pollution control measures will be used to correct conditions that develop during construction that were not foreseen during design; that are needed prior to installation of permanent pollution control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

(b) The Contractor's attention is directed to the fact that temporary pollution control may include control measures outside the right-of-way or project site where such work is necessary as a direct result of project construction. The procurement officer shall be kept advised of all such off-site control measures taken by the Contractor. This shall not relieve the Contractor of the basic responsibilities for such work.

(c) In case of failure on the part of the Contractor to control erosion, pollution or siltation, the procurement officer reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. All expenses incurred by the procurement officer in

the performance of such duties for the Contractor shall be withheld from monies becoming due to the Contractor.

(d) Contractors and suppliers must submit evidence to the Administration that the governing Federal, State and local air pollution criteria will be met. This evidence and related documents will be retained by the Administration for on-site evaluation.

GP-7.13 RESPONSIBILITY FOR DAMAGE CLAIMS

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

(b) The Contractor shall conduct his operations upon the right of-way of any railroad company fully within the rules, regulations and requirements of the railroad company. The Contractor shall be responsible for acquainting himself with such requirements as the railroad company may demand.

(c) The Contractor shall be held responsible for any accidents that may happen to the railroad company as a result of his operations.

(d) The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic or general use permitted during the time the project or any section thereof is open to traffic under the terms of GP-7.15 except from accidents which are attributable to his negligence.

GP-7.14 LIABILITY INSURANCE

Prior to the start of work on this Contract, the Contractor shall submit to the procurement officer a certificate of insurance indicating that he carries comprehensive general public liability and property damage insurance in the amounts specified elsewhere in the Contract.

GP-7.15 USE AND POSSESSION PRIOR TO COMPLETION

The Administration shall have the right to take possession of or use any completed or partially completed part of the work. Such possession of or use shall not be deemed an acceptance of any work not completed

in accordance with the Contract. While the Administration is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to that portion of the work in possession of the Administration, other than that resulting from the Contractor's fault or negligence. If such prior possession or use by the Administration delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of completion will be made and the Contract shall be modified in writing accordingly.

GP-7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK

(a) Except as herein elsewhere provided, until final acceptance of the work by the Administration, the Contractor shall have the charge and care thereof and shall take every reasonable precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether rising from the execution or from the nonexecution of the work. The Contractor, except as herein elsewhere provided, shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof. Material lost or structures damaged as a result of faulty temporary drainage during construction or the action of the elements shall be replaced or repaired by the Contractor at no cost to the Administration. The Contractor shall make good or replace at his own expense and as required any Administration furnished material which may be broken, lost through fire, theft, or otherwise damaged, or in any way made useless for the purpose and use intended subsequent to delivery to the Contractor by the Administration and prior to final acceptance of the work even though such breakage, damage, loss or uselessness may result from causes beyond the control of the Contractor.

(b) In case of suspension of work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under this Contract, and shall take adequate precautions to protect new growth and other important vegetative growth against injury.

GP-7.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate

with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

GP-7.18 PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

GP-7.19 NO WAIVER OF LEGAL RIGHTS

The Administration shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor from showing that the work or materials do not in fact conform to the Contract. The Administration shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Administration, or any representative of the Administration, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Administration, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.

The waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

GP-7.20 NONDISCRIMINATION IN EMPLOYMENT

(a) Compliance with State Law and Regulations

(1) State Law

The Contractor agrees:

(a) Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

(b) To include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and

(c) To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

(2) Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Department shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(a) Withholding of payment to the Contractor under the agreement until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Agreement in whole or in part.

(b) Compliance with Federal Law

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

The Contractor shall comply with all applicable Federal laws pertaining to nondiscrimination in employment.

GP-7.21 SANCTIONS UPON IMPROPER ACTS

In the event the Contractor, or any of its officers, partners, principals or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Contract, the Contract may, in the discretion of the Department, be terminated for default under GP-8.O8.

Section 16-203 of the State Finance and Procurement Article of the Annotated Code, and COMAR 21.08.01, which relate to Contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated in this Contract by reference.

Section 11-205 of the State Finance and Procurement Article and COMAR 21.08.03 relating to collusion for purposes of defrauding the State are incorporated into this Contract by reference.

Section 16-101 of the State Finance and Procurement Article and COMAR 21.08.04 relating to debarment for offenses other than bribery are incorporated into this Contract by reference.

GP-7.22 NONHIRING OF EMPLOYEES

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with said State of Maryland or any unit thereof.

GP-7.23 CHOICE OF LAW

The Parties hereby agree that:

(a) This Contract was made and entered into in Maryland, and under the laws of Maryland.

(b) The law of Maryland shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract; the capacity of the parties to enter therein; any modification or amendment thereto; and the rights and obligations of the parties hereunder.

GP-7.24 CONTINGENT FEE PROHIBITION

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

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

GP-7.25 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

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

GP-7.26 COST AND PRICE CERTIFICATION

(a) The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(1) A negotiated Contract, if the total Contract price is expected to exceed $100,000 or a smaller amount set by the procurement officer.

(2) A change order or Contract modification, expected to exceed $100,000 or a smaller amount set by the procurement officer.

(b) The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increase occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

GP-7.27 CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATION

Corporations are required to execute a certification of corporation registration and tax payment in the form included in the Contract Documents.

GP-7.28 BUY AMERICAN STEEL ACT

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

GP-7.29 MINORITY BUSINESS ENTERPRISE AND AFFIRMATIVE ACTION

(a) This Contract is subject to Executive Order 01.01.170.15, December 9, 1970; amended by Order 01.01.1976.05, July 9, 1976 (Code of Fair Practices), and COMAR 21.11.04 Contractor's Affirmative Action Plan Review/Approval and Compliance Monitoring Process-DOT. This Contract is also subject to the applicable provisions of Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland; COMAR 21.11.03 Minority Business Enterprise Policies; and provisions of COMAR 11.01.10 which incorporate by reference the current revision of the Minority Business Enterprise Program. Copies of the Minority Business Enterprise Program may be obtained from the Department of Transportation Fair Practices Officer, P.O. Box 548, Hanover, Maryland 21076. This Contract is also subject to all applicable Federal and State laws and regulations pertaining to Minority Business Enterprise and Affirmative Action.

(b) To the extent any of the above laws or regulations are applicable to this Contract they are specifically incorporated herein.

GP-7.30 PREVAILING WAGE CONTRACTS FOR PUBLIC WORKS

(a) The Provisions of Subtitle 2 of Title 17 of the State Finance and Procurement article of the Annotated Code of Maryland and COMAR 21.11.11 pertaining to Prevailing Wage for Public Works are incorporated in construction Contracts of $500,000 or more by reference.

(b) When all or a portion of the cost of a project is funded by the U.S. Government, and the cost of the project exceeds $2,000 the minimum wage rates and benefits paid to workmen under the Contract shall be those prevailing in the locality as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 USC 276a to a-7) and Regulations (29 CFR, Part 5) promulgated thereunder. Davis Bacon rates applicable to this agreement, if any, are specified elsewhere in the Contract Document.

GP-7.31 SMALL BUSINESS PROCUREMENTS

If the solicitation for bid indicates that this procurement has been designated for a small business preferences, the appropriate provisions of COMAR 21.11.01 pertaining to small business preferences shall apply and are incorporated herein by reference.

GP-7.32 FINANCIAL DISCLOSURE

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

GP-7.33 POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland which require that every person that enters into Contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which a person receives in the aggregate $10,000 or more, shall on or before February 1 of the following year file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $100 to a candidate for elective office in any primary or general election.

GP-7.34 CONFLICT OF INTEREST LAW

It is unlawful for any State officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any Contract or other matter in which he, his spouse, parent, minor child, brother, or sister has a financial interest or to which any firm, corporation, association, or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner, or employee is a party, or to which any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 4OA, Subsection 3-101 et seq of the Annotated Code of Maryland.

GP-7.35 PRE-EXISTING REGULATIONS

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

GP-7.36 RETENTION OF RECORDS

(a) The Contractor shall retain and maintain all records and documents, including, but not limited to, cost or pricing data, relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or his designee at all reasonable times.

(b) The Contractor shall include the provisions of paragraph (a) in every subcontract.

GP-SECTION 8 - PROSECUTION AND PROGRESS

GP-8.01 SUBCONTRACTING

Except as may be provided elsewhere in the Contract, the Contractor to whom a Contract is awarded shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of a value of not less than 50 percent of the total original value of the Contract.

No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the procurement officer. Any assignment, subcontract or other disposition of all or part of this Contract without the express written consent of the procurement officer shall be null and void. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or surety of any responsibility for the fulfilling of all the requirements of the Contract. The Contractor shall incorporate by reference or otherwise include these General Provisions in every subcontract issued pursuant to or under this Contract.

GP-8.02 NOTICE TO PROCEED

After the Contract has been executed, the Administration will, within the time limit specified by the Administration elsewhere in the Contract Documents, issue to the Contractor a "Notice to Proceed" and this notice will stipulate when the Contractor is expected to begin work. The specified Contract time shall begin on the date stipulated in the Notice to Proceed or, if an earlier start is authorized in the Notice to Proceed, on the day work (other than the erection of the inspection office, construction stakeouts and mobilization) actually starts. Work done prior to receipt of the Notice to Proceed is unauthorized and will not be measured or paid for.

GP-8.03 PROSECUTION OF THE WORK

(a) The Contractor shall begin work promptly within the time specified by the procurement officer and shall notify the procurement officer at least 48 hours before starting work.

(b) After the work has once been started, it shall be prosecuted continuously on all acceptable working days without stoppage until the entire Contract is complete.

(c) Should the prosecution of the work for any reason be discontinued, the Contractor shall notify the procurement officer of his intention to stop and shall also notify the procurement officer at least 24 hours in advance of resuming operations. Said notification shall be confirmed in writing.

GP-8.04 PROGRESS SCHEDULE

(a) Within 30 days after Notice to Proceed, the Contractor shall furnish the procurement officer a "Progress Schedule" showing the proposed order of work and indicating the time required for the completion of the work. Said progress schedule shall be used to establish major construction operations and to check on the progress of the work. The Contractor shall submit revised progress schedules as directed by the procurement officer.

(b) If the Contractor fails to submit the progress schedule within the time prescribed, or the revised schedule within the requested time, the procurement officer may withhold approval of progress

payment estimates until such time as the Contractor submits the required progress schedules or may terminate the Contract for default.

(c) If, in the opinion of the procurement officer, the Contractor falls significantly behind the approved progress schedule, the Contractor shall take any and all steps necessary to improve his progress. This may require the Contractor to increase the number of shifts, initiate or increase overtime operations, increase days of work in the work week, or increase the amount of construction plants, or all of them. The procurement officer may also require the Contractor to submit for approval supplemental progress schedules detailing the specific operational changes to be instituted to regain the approved schedule, all without additional cost to the Administration.

(d) Failure of the Contractor to comply with the requirements of the procurement officer under this provision shall be grounds for determination by the procurement officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the procurement officer may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with GP-8.O8 of these General Provisions.

GP-8.05 LIMITATIONS OF OPERATION

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with the public.

GP-8.06 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

The Contractor shall employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by the Contract.

Workmen must have sufficient skill and experience to perform properly the work assigned to them. All workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the procurement officer, does not perform his work in a proper manner or is intemperate or disorderly shall, at the written request of the procurement officer, be removed forthwith by the Contractor or subcontractor employing such foreman or workman, and shall not be employed again in any portion of the work without the approval of the procurement officer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the procurement officer may withhold estimates which are or may become due on the Contract until a satisfactory understanding has been reached.

Equipment to be used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The procurement officer may order the removal and require replacement of any unsatisfactory equipment.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the procurement officer will accomplish the Contract work in conformity with the requirements of the Contract. When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the procurement officer in writing. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he may request authority from the procurement officer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the procurement officer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substituted method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the procurement officer may direct. No change will be made in basis of payment for the construction items involved nor in Contract time as the result of authorizing a change in methods or equipment under these provisions.

GP-8.07 SUSPENSION OF WORK

(a) The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as he may determine to be appropriate for the convenience of the State.

(b) If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of this Contract, or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or for which an equitable adjustment is provided for or excluded under any other provisions of this Contract.

No claim under this clause shall be allowed:

(1) For any costs incurred more than 20 days before the Contractor shall have notified the procurement officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and,

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of a suspension, delay, or interruption, but not later than the date of final payment under the Contract.

GP-8.08 TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS.

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within this time, the State may, by written notice to the Contractor, terminate his right to proceed with the work, or the part of the work as to which there has been delay. In this event the State may take over the work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the work the materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the State resulting from his refusal or failure to complete the work within the specified time.

(b) If fixed and agreed liquidated damages are provided in the Contract and if the State so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the work together with any increased costs occasioned the State in completing the work.

(c) If fixed and agreed liquidated damages are provided in the Contract and if the State does not so terminate the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the work is completed or accepted.

(d) The Contractor's right to proceed may not be so terminated nor the Contractor charged with resulting damages if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with the State, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and,

(2) The Contractor, within 10 days from the beginning of any such delay (unless the procurement officer grants a further period of time before the date of final payment under the Contract), notifies the procurement officer in writing of the causes of delay. The procurement officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this Contract.

(e) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for

convenience of the State, be the same as if the notice of termination had been issued pursuant to the clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the State, the Contract shall be equitably adjusted to compensate for the termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes".

(f) The rights and remedies of the State provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(g) As used in paragraph (d)(1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

GP-8.09 LIQUIDATED DAMAGES

Time is an essential element of the Contract and it is important that the work be vigorously prosecuted until completion.

For each day that any work shall remain uncompleted beyond the time specified elsewhere in the Contract, the Contractor and/or his surety shall be liable for liquidated damages in the amount provided for in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time for completion of work as granted by approved change orders.

GP-8.10 TERMINATION FOR CONVENIENCE OF THE STATE

(a) The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the procurement officer shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(1) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

(2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the Contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by Notice of Termination;

(4) Assign to the State in the manner, at the times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its

discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(6) Transfer title and deliver to the State, in the manner, at the times and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the State;

(7) Use its best effort to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (6) above; provided, however, that the Contractor (a) may not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the procurement officer may direct;

(8) Complete performance of such part of the work as may not have been terminated by the Notice of Termination; and

(9) Take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest. The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the State shall accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective

date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed or any extension thereof, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

(e) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (d), upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):

(1) For completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (b)(7) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;

(2) The total of:

(a) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e)(1) hereof;

(b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b)(5) above, which are properly chargeable to the termination portion of the Contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of

Termination, which amounts shall be included in the costs payable under (a) above); and

(c) A sum, as profit on (a) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(d) The reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e)(1) and (a) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (b)(7).

(f) Costs claimed, agreed to, or determined pursuant to (c), (d), (e) and (i) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this Contract.

(g) The Contractor shall have the right of appeal, under the clause of this Contract entitled "Disputes", from any determination made by the procurement officer under paragraph (c), (e), or (i) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (c) or (i) hereof, and has failed to request extension of such time, he shall have no such right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (d), (e), or (i) hereof, the State shall pay to the Contractor the following:

(1) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer; or,

(2) If an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause there shall be deducted:

(1) All unliquidated advance or other payments or account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

(2) Any claim which the State may have against the Contractor in connection with this Contract; and

(3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

(i) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

(j) The State may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the procurement officer, the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which the excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

(k) Unless otherwise provided for in this Contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, photographs, microphotographs, or other authentic reproductions thereof.

GP-8.11 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY

A Contract will be considered as successfully fulfilled when the work has been completed in accordance with the terms of the Contract; when final acceptance has occurred; when final payment has been authorized; when all of the obligations of the Contractor and his surety have been complied with; and when final payment has been made.

GP-SECTION 9 - PAYMENT

GP-9.01 SCOPE OF PAYMENT

Payment to the Contractor will be made for the actual quantities of Contract items performed in accordance with the Plans and Specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the bid schedule, the Contract unit prices will still prevail, except as provided in GP-4.04 Variations in Estimated Quantities.

The payment of any partial estimate or of any retained percentage except by and under the approved final estimate and voucher, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

When requested in writing by the Contractor and approved by the procurement officer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site. Material for which payment has been made, wholly or partially, shall not be removed from the worksite or other approved site.

Payment to the Contractor under this section for materials on hand in no way will be construed as acceptance by the Administration of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in accordance with GP-5.13.

Contractor shall indicate his Federal Tax Identification or Social Security Number on the face of each invoice billed to the State.

On Contracts in excess of $25,000, the Contractor, prior to receiving a progress or final payment under this Contract, shall first certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payments, from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them and State Finance and Procurement Article, §17-106. This certification may be required by the procurement officer for Contracts of $25,000 or less.

GP-9.02 FORCE ACCOUNT WORK

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

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

(b) Materials. For materials accepted by the procurement officer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth).

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

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

(e) Subcontractors. The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in (a), (b), (c), and (d) above, plus the fixed fee for overhead and profit allowance computed as in (g).

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

(g) Contractor's Fixed Fee. The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this GP-9.02 by his forces and by his subcontractors, as compensation for overhead and profit for the work performed. Failure of the Contractor and the procurement officer to negotiate a fixed fee consistent with applicable cost principles in COMAR 21.09.01, shall be treated as a dispute pursuant to GP-5.15 and the Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of (a) which shall include, but not be limited to the following:

(1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment Contract generally applicable to the classes of labor employed in the work.

(2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed 20 percent of (b) and 5 percent of (d), and 5 percent of (e) with the exception of that portion chargeable to equipment as defined above.

(h) Compensation. The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account basis. At the end of each day, the Contractor's representative and the procurement officer shall compare records of the cost of work as ordered on a force account basis.

(i) Statements. No payment will be made for work performed on a force account basis until the Contractor furnishes the procurement officer duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for such laborer, or foreman.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices and extensions.

(4) Transportation of materials.

(5) Payments of items under (i)(1) shall be accomplished by copies of certified payrolls. Under (i)(2) original receipted invoices for rentals must be provided if requested by the procurement officer. Paragraphs (i)(3) and (i)(4) shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section shall be submitted in the order outlined by the above.

GP-9.03 PROGRESS PAYMENTS

(a) Current Estimates.

(1) Lump Sum Contracts. If requested by the Administration, the Contractor shall furnish an acceptable breakdown of the lump sum Contract price showing the amount included therein for each principal category of the work. Said breakdown shall be in such detail so as to provide a basis for estimating monthly progress payments.

(2) Monthly Estimates. Each month the Administration will pay the Contractor for the Contract value of the work satisfactorily performed during the preceding calendar month, including authorized extras and additions less 5 percent. The 5 percent of the total Contract value retained by the Administration will not be released until final payment (unless partially released in a semi-final payment). Current estimates will be based upon the procurement officer's estimate of quantity (including materials and/or equipment complete in place) satisfactorily performed. In the instance of lump sum items, the procurement officer's estimate shall be the proper fraction of the lump sum items satisfactorily performed during the preceding month. All quantities, estimates and fractions will be reasonably accurate approximations and are subject to correction (a) in subsequent current estimates, (b) in any semi-final estimate and, (c) in final payment. Any and/or all partial payments may be withheld in the event current requirements of the

Specifications have not been complied with by the Contractor. Should either the procurement officer or the Contractor be of the opinion that any estimates, quantities and/or fractions (either as to an individual current estimate or accumulations thereof) do not represent a reasonably accurate approximation of actual work, then details questioned shall be reviewed and then any corrections adjusted for in the next current estimate.

(3) Escrow Accounts For Retained Funds. The Contractor may elect to have retained funds paid to an escrow agent who may invest the funds in an approved interest-bearing account which, upon completion of the Contract, will be paid to the Contractor to the extent to which the Contractor is entitled. The Contractor's election to use the escrow account procedure must be indicated on the Contract Documents, and the escrow agreement must be in a form and under terms approved by the Administration. The Contractor shall forfeit his right to the use of the escrow account if he refuses or fails to indicate an election prior to execution of the Contract.

NOTE: This provision GP-9.03, (a)(3) shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

(b) Semi-Final Estimate Payments.

(1) Upon completion of the project and the acceptance by the Administration of the project for maintenance, the Administration, at the Contractor's request and with consent of surety, will pay the Contractor, within 30 calendar days of said request, what is hereby known as a semi-final estimate payment. Such a semi-final estimate payment will be based upon (a) quantities the Administration has computed and set up as proposed final quantities and (b) a reasonably accurate estimate for those quantities for which the Administration has not yet completed computations. The quantities which the Administration sets forth as proposed final quantities shall be so designated. To arrive at the amount of semi-final estimate payment there shall be deducted from the apparent estimated value of the Contract (a) total of all amounts previously paid to the Contractor as current estimates and (b) sums deemed chargeable against the Contractor properly deductible, including liquidated damages, and as a retainage, a sum not less than 1 percent the total value of the Contract.

(2) In cases where there has been substantial completion of the project and there are remaining only inconsequential or minor work items such as painting, seeding, mulching, or planting to be completed and such items cannot be completed for an extended period of time because of seasonal or weather conditions, there shall be made a semi-final inspection and if the work completed is found by the Administration to be satisfactory, then there is deemed to be partial acceptance on the entire project except for the uncompleted work items. Upon the above referred to partial acceptance, the Administration, within 30 days from such partial acceptance, upon request of the Contractor and with consent of surety, shall pay to the Contractor, what is hereby known as a partial semi-final estimate payment. Such a semi-final estimate payment will be based upon (a) quantities the Administration has computed and set up as proposed final quantities and (b) a reasonably accurate estimate for those quantities for which the

Administration has not yet completed computations. The quantities which the Administration sets forth as proposed final quantities shall be so designated. To arrive at the amount of semi-final estimate payment, there shall be deducted from the apparent estimated value of the Contract (a) total of all amounts previously paid to the Contractor as current estimates, and (b) sums deemed chargeable against the Contractor properly deductible, including liquidated damages, and as a retainage, a sum equal to 1 percent of the total value of the Contract. (Said retainage is not to be less than $2,000).

(3) If all retained funds have not been paid to an escrow agent, as provided for in GP-9.03, (a)(3), the Administration shall, upon payment of the semi-final estimate, place the remaining retainage in an interest-bearing escrow account, as designated and on such terms and conditions as specified by the procurement officer. At the time of final payment, any retainage due, and any interest accrued on the retainage due from the time of payment of the semi-final estimate, shall be paid to the Contractor.

GP-9.04 FINAL ACCEPTANCE AND FINAL PAYMENT

(a) When the Contractor has completed a Contract, and it has been accepted for maintenance in accordance with the provisions of GP-5.13, the Administration will promptly proceed:

(1) To make any necessary final surveys;

(2) To complete any necessary computation of quantities; and

(3) To submit to the Contractor, within 60 days after final completion and acceptance of the project by the procurement officer for maintenance, for his consideration, a tabulation of the proposed final quantities. This tabulation shall be accompanied by a statement setting forth: (a) the additional work performed under change orders and/or supplemental agreements; (b) the authorized extension of time; (c) the number of days which have been charged against the Contractor as having been used to complete the Contract, and (d) any deductions, charges or liquidated damages which have been made or imposed.

(b) The Contractor shall then have a period of 10 calendar days, dating from the date upon which he received the aforementioned tabulation from the Administration, in which:

(1) To decide whether or not he will accept final payment upon such a basis, and

(2) To notify the Administration, in writing, of his decision. The Contractor may request an additional period up to 10 calendar days in which to notify the Administration of his decision. In the event the Contractor notifies the Administration that he protests final payment on such a basis, that notification shall outline the reason(s) for said protest.

(c) Upon receipt of a notification of acceptance as provided for in paragraph (b) above, the Administration shall prepare the final estimate and final payment forms and submit them to the Contractor. These forms shall show all data noted in paragraph (a) above, together with deductions for all prior payments.

The Contractor shall execute these forms and return them to the Administration within 30 calendar days from the date they are received for execution and payment. If such signed forms are not received by the Administration within the specified time, the Administration will prepare duplicate forms for execution and payment. Such action by the Administration shall be deemed to constitute acceptance and final payment.

(d) If, under the provisions of paragraph (b) above, the Contractor notifies the Administration of his protest and non-acceptance of the data submitted to him, the Administration shall pay the Contractor a semi-final estimate, or an additional semi-final estimate in the event a semi-final estimate has already been paid based upon the data noted in paragraph (a) above, with deductions for all prior payments. A retainage equal to 1 percent of the total value of the Contract shall be withheld by the Administration. The acceptance of such semi-final estimate, or additional semi-final estimate, shall not be considered as a waiver on the part of the Contractor of his right to pursue his protest and press for acceptance and final payment.

(e) In the event the Contractor does not accept the data submitted to him as described in paragraph (a) above and/or has outstanding a claim filed in accordance with GP-5.14, the procurement officer and the Contractor shall confer at mutually convenient times and endeavor to reconcile all points of disagreement expeditiously. If such reconciliation is accomplished, the Administration will promptly proceed with acceptance and final payment on the reconciled basis and in accordance with the provisions of paragraph (c) above. If reconciliation is not accomplished within 30 days, the decision of the procurement officer shall be reviewed by the Administrator and appropriate legal counsel. After review by the Administrator, the decision of the procurement officer is deemed to be the final action. The procurement officer shall furnish a copy of the final decision to the Contractor by certified mail, return receipt requested. This decision may be appealed by the Contractor to the Maryland State Board of Contract Appeals. This must be done by filing a written notice of appeal to the Appeals Board within 30 days from the date of the final decision. Failure to provide timely notification to the procurement officer shall constitute a waiver by the Contractor of his right under the Disputes Clause and final payment may be made by the Administrator based on the procurement officer's recommendation.

(f) All prior partial estimates and payments shall be subject to correction at the time of acceptance and final payment and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payment forms and the Contractor hereby agrees that he will reimburse the Administration for such overpayment within six months of receipt of such advice, and his surety will not be granted release from obligations under the terms of the Contract until reimbursement has been made in full.

(g) Payment for the full apparent value of the Contract thus determined shall become due and payable to the Contractor within ninety (90) days after acceptance of the project by the procurement officer for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a general release of all claims against the Administration arising out of, or in any way connected with, this Contract.

(h) In accordance with § 7-222 of the State Finance and Procurement Article of the Annotated Code of Maryland, certification must be obtained from the Comptroller of the Treasury, and the

Employment Security Administration, that all State taxes have been paid prior to release of final payment on a construction Contract. The check will be processed and mailed only after notification is received from both departments that no State tax is owed.

GP-9.05 LATE PAYMENTS

(a) Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

(b) A proper invoice shall include: a description of the items or services provided; the date the goods were received or the inclusive dates the services were rendered; the Contract prices(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.

(c) In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or on an amount due under a Contract remaining unpaid for any period prior to July 1, 1983, or if a claim has been filed under State Finance and Procurement Article, Title 15 of Subtitle 2 of the Code.

(d) For the purposes of this Contract an amount will not be deemed due and payable if:

(1) The amount invoiced is inconsistent with the Contract.

(2) The proper invoice has not been received by the person or office specified in the Contract.

(3) The invoice or performance under the Contract is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract.

(4) The item or services have not been accepted.

(5) The quantity of items delivered is less than the quantity invoiced.

(6) The items or services do not meet the quality requirements of the Contract.

(7) The Contract provides for progress payments, and the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement.

(8) The Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.

(9) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the procurement officer or by the Contract concerning performance under the Contract and compliance with its provisions.

GP - SECTION 10 - MARYLAND DRIVER/VEHICLE LAWS AND REGULATIONS

GP-10.01 Conformed with Maryland Driver/Vehicle Laws and Regulations

(a) The Contractor shall comply with all Maryland driver licensing and safety, and vehicle safety and registration laws and regulations. Any vehicle which is operated on roadways which are open to traffic must meet these requirements. The applicable laws are summarized in a booklet entitled Trucking in Maryland Handbook available from the State Highway Administration Motor Carrier Division.

(b) For general questions regarding vehicle registration and driver licensing requirements call the Motor Vehicle Administration's Customer Service Center (toll free Maryland only) 1-800-950-1682. For Driver/vehicle safety requirements for heavy trucks and buses call the State Highway Administration Motor Carrier Division at 1-800-543-4564 (Maryland only) or (410) 787-2847.

(c) While Maryland residents must register each motor vehicle or trailer driven on Maryland highways, there are some exceptions to this general requirement concerning non-residents. However, if a non-resident is operating a vehicle(s) in Maryland as described below, the vehicle(s) being operated must be titled and registered in Maryland.

(1) used for transporting persons for hire, compensation, or profit;

(2) regularly operated in carrying on business in this State;

(3) designed, used, or maintained primarily for the transportation or property, or

(4) in the custody of any resident for more than 30 days during any registration year.

(d) In addition to the titling and registration requirements for common vehicles, Maryland defines "Special Mobile Equipment" as a vehicle that:

(1) is not used primarily for highway transportation or people or property; and

(2) is operated or moved on a highway only as an incident to its non-highway use.

Special Mobil Equipment includes a road construction or maintenance machine, mobile crane, ditch digger, well driller, concrete mixer, etc., for which special registration plates (class 4) must be obtained.

ATTACHMENT S

SUPPLEMENTARY

GENERAL PROVISIONS FOR

CONSTRUCTION

CONTRACTS

T-0862-1940 Baltimore Red Line
C-19 Reforestation and Landscaping

ADDENDUM NO. 2

FEDERALLY FUNDED PROJECTS ONLY

APRIL 2013

SUPPLEMENTARY GENERAL PROVISIONS

FOR CONSTRUCTION CONTRACTS

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SGP– SECTION 1 – DEFINITIONS AND TERMS

SGP – 1.01 General

These Supplementary General Provisions augment the requirements of the General Provisions for Construction Contracts, dated October 2001, issued by the Department of Transportation of the State of Maryland.

SGP – 1.02 Language, References, Definitions and Terms (GP-1.05)

A. Language

All work pertaining to these Specifications shall be completed as specified in the Contract Documents or as directed by the Engineer. When used in the Specifications, the term "specified" refers to requirements stated herein or included elsewhere in the Contract Documents. Refer to GP-4.01.

Terms such as directed, accepted, acceptable, approved, approval, authorized, determined, designated, established, permitted, required, satisfactory, unacceptable, unsatisfactory and unsuitable are implicitly followed by the words "by the Engineer", to "the Engineer", or "of the Engineer" unless the context clearly indicates a different meaning..

The word "submit" or "submittal" implies that the Contractor shall provide the applicable submittal in writing to the Engineer for approval. If otherwise, the Contract Documents will specify where to make the submittal. No applicable work may proceed without written approval. These requirements apply to all submittals, whether for details, methods, schedules, or materials.

Whenever the verbs "submit,""designate," "notify," "bear," "use," "furnish," "install," "comply" and other like verbs are used without stating the subject, it shall be understood the subject is the Contractor and the action is to be the responsibility of the Contractor unless the context clearly indicates a different meaning

The word "ensure" obligates the Contractor to fulfill a specific requirement or complete an indicated action in conformity with the Contract Documents.

The phrase "remove and dispose" obligates the Contractor to assume possession of the specified material, remove it from the area, and properly dispose of it off site. Even when not specifically addressed, all waste materials shall be disposed of at the appropriate disposal facility.

Unless otherwise specified when terms such as "repair", "restore", "replace", and remove and replace are used in reference to unacceptable work, whatever the reason or cause for the work being rejected, it shall be implicitly understood that the Contractor shall perform the applicable work in conformance with the Contract Documents, in an acceptable manner, and at no additional cost to the Administration. Refer to GP-5.02, GP-5.09, and GP-7.16.

Unless specifically stated otherwise, all material, labor, equipment, tools, and incidentals necessary to perform and complete the work as specified and detailed in the Contract Documents, including all generally recognize4d and inherent aspects of the work, shall be included in either the lump sum or unit price for the Contract (Pay) item. When specific aspects of the work are listed in Measurement and Payment, it shall be construed to be an all-inclusive list.

B. References

Unless otherwise noted:

1. Reference to Specifications or procedures beginning with the letters M, R, or T shall be understood to be AASHTO.

2. Reference to Specifications or procedures beginning with the letters A, B, C, D, E, F, G, ES or P shall be understood to be ASTM.

3. Reference to Specifications or procedures shall be understood to be the most recently published standard in effect on the date of the opening of bids unless otherwise specified in the Contract Documents.

The words "using", "per", and "meet" or "meeting', when referring to a specification or procedure, imply "in strict accordance with".

C. Definitions (GP 1.05)

The following definitions augment Section 1 of the General Provisions:

1. **Acceptance –** The formal written acceptance by the Administration, that all work, or a specific portion thereof, under the Contract has been satisfactorily completed.

2. **Additional Work** – Work not required or provided for in the original Contract.

3. **Addendum –** Written interpretations and revisions to the Bid Documents issued by the Administration prior to opening of Bids.

4. **Administration** – The Maryland Transit Administration (MTA) of the State of Maryland Department of Transportation.

5. **Administrator** – The Chief Executive Officer of the Maryland Transit Administration

6. **Beneficial Occupancy** – Owner's use of an uncompleted portion of the work. Use does not alter any provisions of the contract and will only be used when the occupancy is in the best interests of the state.

7. **Bid/Proposal Affidavit** – The affidavit, in form approved by the Administration, executed by the Bidder, declaring the bidder's status as to commercial nondiscrimination, bribery, non-collusion, and compliance and violation of certain laws and other requirements.

8. **Certification –** A written statement, signed by a certifying person, affirming under penalties applicable to perjury, that the contents of a document are true and correct. With respect to a document that states that material and/or work complies with applicable specifications, the document shall (1) include the actual test results that confirm the statement, (2) be on the letterhead of the company or other organization that performed the tests, and (3) be certified by an officer of that company or other organization.

9. **Contract Affidavit** – The affidavit, in form approved by the Administration, executed by the Contractor declaring status as to corporate registration, payment of taxes, and bid affirmations.

10. **Construction or Project Site** – The area occupied by the project and all nearby areas used by the Contractor or his subcontractors during performance of the work, including areas for storage and/or processing of materials to be incorporated into the work or equipment to be used at the project site.

11. **Contract Time or Completion Date** – The number of calendar days shown in the contract indicating the time allowed for the completion of the work contemplated in the contract. In case a calendar date of completion is shown in the contract, in lieu of the number of calendar days, such work shall be completed by the date.

12. **Contract Specifications Book** – A set of documents issued by the Administration for the intended work which includes the Notice to Contractors, Bid Forms, General Provisions, Supplementary General Provisions, Special Provisions, Technical Provisions, and other forms and exhibits.

13. **Design and Manufacturing Site** – Areas utilized by the Contractor or his subcontractor that are remote from the Construction Site, as defined above, and utilized for design, processing, or manufacture of materials and equipment to be incorporated into the work.

14. **Domestic Manufacture** – When referring to metallic items such as structural steel, pipe, reinforcement, bridge rails, etc., the term Domestic Manufacture means those metal products that have been melted and manufactured within the United States.

15. **Equipment –** All machinery, tools, and apparatus necessary for the proper construction and acceptable completion of the work, together with the necessary supplies for upkeep and maintenance.

16. **Federal Agencies** – Reference to any Federal agency or officer shall be deemed made to any agency or officer succeeding in conformance with law to the powers, duties, jurisdictions, and authority of the agency or officer mentioned.

17. **Holidays –** In the state of Maryland, holidays occur on:

    - January 1 - New Years Day
    - 3rd Monday in January - Martin Luther King's Birthday
    - 3rd Monday in February - Presidents Day
    - 4th Monday in May - Memorial Day
    - July 4 - Independence Day
    - 1st Monday in September - Labor Day
    - 2nd Monday in October - Columbus Day
    - November 11 - Veterans Day
    - 4th Thursday in November - Thanksgiving
    - December 25 - Christmas

    All days of General and Congressional Election (not Primary elections) throughout the State.

If a legal holiday falls on a Saturday, the preceding Friday shall be deemed and treated as a holiday.

If a legal holiday falls on a Sunday, the following Monday shall be deemed and treated as a holiday.

18. **Indicated** – A Term meaning as shown on the Contract Drawings, as described in the Specifications, or as required by the other Contract Documents.

19. **Laboratory** – The testing laboratory of the State Highway Administration (or other Administrations) or any other testing laboratory designated by the procurement officer.

20. **MdMUTCD** – Maryland Manual on Uniform Traffic Control Devices

21. **Plans** – The official drawings issued by the Administration as part of the Contract Documents, including those incorporated in the Contract Documents by reference. These include the official approved plans, profiles, typical cross sections, working drawings, and supplemental drawings or exact reproductions that show the location, character, dimensions, and details of the work to be performed.

22. **Provide** – In reference to work to be performed by the Contractor, provide means furnish and install complete in place.

23. **Punchlist** – A list of incomplete work, to be completed prior to final acceptance.

24. **Questionnaire** – The approved form or forms upon which the Contractor shall furnish the information as to his ability to perform the work, his experience in similar work, the equipment to be used, and his financial condition as related to his ability to finance the work.

25. **Referenced Standards –** All materials, equipment and workmanship specified by the number, symbol, or title of a referenced standard shall, unless otherwise specified, comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the opening of Bids, except where a particular issue is indicated in the reference specifications.

26. **Right of Way** – The area acquired and reserved by the Administration for use in constructing the proposed improvement and appurtenances.

27. **Semi-Final Inspection** – The walk through inspection for determining action in accordance with General Provision 9.03.b "Semi-Final Estimate Payments"

28. **Special Provisions (SP)** – Specifications for a specific item, condition, or requirement applicable to an individual project and not otherwise thoroughly or satisfactorily detailed in the Contract Documents.

29. **Standard Specifications** – The most current book of Specifications entitle "Standard Specifications for Construction and Materials" published by State Highway Administration of the Maryland Department of Transportation and intended for general application and repetitive use.

30. **Substantial Completion** – The stage in the progress of the Work, where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can

occupy or utilize the Work for its intended use as determined solely by the Owner. Any remaining work shall not impact the owner's operation of work.

31. **Technical Requirements or Technical Provisions** – used interchangeably with "Special Provisions."

SGP – SECTION 2 – BIDDING REQUIREMENTS AND CONDITIONS

SGP – 2.01 General

The following Articles augment those contained in Section 2 of the General Provisions.

SGP – 2.02 Taxes – Responsibility for Payment, Exemptions, Forms to be Filed (GP-2.05)

A. Refer to General Provisions Article GP – 2.05.

B. Foreign bidders represent and warrant that their prices do not violate United States laws and regulations and agree to pay any duties assessed and to indemnify, hold harmless, and, upon request, defend the Administration for any loss or expense including but not limited to reasonable attorney's fees that the Administration may incur from any claim, demand, or investigation of alleged violation of the said laws and regulations.

SGP – 2.03 Arrearages

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

SGP – 2.04 Non-Visual Access Clause

A. Subject to COMAR 21.05.08.05 B and C, the Contractor shall comply with the provisions of B and C of this provision.

B. The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology with compatibility with software and hardware used for used for non-visual access will not increase the cost of the information technology by more than five percent (5%).

C. For the purpose of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for input.

SGP – 2.05 Preparation of Bid (GP-2.06, SGP-10.15)

A. The Bid Form together with all other forms provided, and such other documents as may be specified, executed, and submitted by the Bidder, constitute his Bid. All documents bound with or attached to the Bid Form in the Contract Specification Book are considered a part thereto and shall not be altered when the Bid Form is submitted. Bids shall be submitted in the manner specified herein and in the Notice to Contractors.

B. Bidder shall complete the “Buy America” certification form.

SGP – 2.06 Competency of Bidders

Bidders shall furnish, with their bid, answers to questions contained in the Contractor’s Questionnaire. Bids submitted by Bidders with inadequate experience or capacity may be rejected by the Administration.

SGP – 2.07 Explanations

Explanations desired by a prospective bidder regarding the Contract Drawings, Specifications, and other Bid Documents shall be requested in writing from the Administration. Requests shall include the Contract number and name and shall be directed to the address indicated in the Notice to Contractors. Oral explanations or instruction will not be binding. Any addenda resulting from these requests will be mailed to all listed holders of the Bid Documents. The Bidder shall acknowledge the receipt of all addenda in the space provided on the Bid Form.

SGP-2.08 – Bid Irrevocable (GP-2.01)

The bid prices are irrevocable for one hundred eighty (180) calendar days following Bid Opening.

SGP – SECTION 3 – AWARD AND EXECUTION OF CONTRACT

SGP – 3.01 General

The following Article augments those contained in Section 3 of the General Provisions.

SGP – 3.02 Execution of Contract (GP-3.04)

Contract Affidavit: Attached to this Contract and made a part thereof is a Contract Affidavit to be executed by the Bidder.

SGP-.303 Preconstruction Meeting

Prior to the commencement of the Work, the Preconstruction conference will be held for the purpose of discussing with the Contractor existing conditions, methods for maintaining and protecting traffic during construction, materials to be ordered, equipment to be used, equal employment regulations, civil rights requirements, other pertinent features of the Contract, and all essential matters pertaining to the prosecution of and the satisfactory completion of the work. At this time, the Contractor and the Procurement Officer will arrange for their authorized representatives to meet and review details of construction, and if appropriate, to walk the project with the contract drawings in hand and carefully observe all pertinent conditions relating to the construction of the work, including the status of right-of-way, structures and obstructions to be removed, altered, or changed.

SGP – SECTION 4 – SCOPE OF WORK

SGP – 4.01 General

The following Article augment Section 4 of the General Provisions.

SGP – 4.02 Value Engineering Change Proposals (VECP)

A. This Article applies to those Value Engineering Change Proposals (VECP's) which are initiated and developed by the Contractor to change the Contract Drawings and Specifications, or other requirements of this Contract. In order to be accepted under this Article, each VECP shall:

   1. Be identified as a VECP by the Contractor at the time of submission to the Administration as submitted pursuant to this Article 4.02;

   2. Require a change to this Contract;

   3. Decrease the Contract Price; and

   4. Maintain the items' required functions such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features and appearance, and not require an unacceptable extension of Contract Time.

B. Any VECP the Contractor submits shall be in sufficient detail to clearly define the proposed change, including:

1. A description of the difference between the existing and the proposed Contract requirements; and the comparative advantages and disadvantages of each;

2. Contract requirements recommended to be changed if the proposal is accepted;

3. A detailed estimate of the amount of the net savings, as defined in SGP-4.02.E., that will result from acceptance of the proposal;

4. A prediction of any effects the proposed change would have on costs of maintenance and operation; and

5. A statement of the time by which the proposal must be accepted so as to obtain the maximum price reduction, noting any effect upon the Contact Time.

C. The Administration may accept or reject part or all of any VECP by giving the Contractor written notice thereof. Until such notice is issued, the Contractor shall remain obligated to perform in accordance with the terms of the Contract. VECPs will be processed expeditiously; however, the Administration shall not be liable for any delay in acting upon any proposal submitted pursuant to this Section. The decision of the Administration as to acceptance of any such proposal shall be final and shall not be subject to the "Disputes" provisions of this Contract.

D. The Contractor has the right to withdraw part or all of any VECP at any time prior to acceptance by the Administration. Such withdrawal shall be made in writing to the Administration but shall not be effective until received by the Procurement Officer. Each VECP submitted by the Contractor shall remain valid for a period of sixty (60) days from date submitted. If the Contractor desires to withdraw the proposal prior to the expiration of this period, he shall be liable for the cost incurred by the Administration in reviewing the proposal.

E. When a VECP submitted pursuant to this Article 4.02 is accepted:

1. An equitable adjustment in the Contract price and in any other affected provisions of the Contract shall be made and the Contract modified in accordance with this Article and the "Changes" or other applicable Sections of this Contract.

2. The net savings resulting from the change shall be shared between the Contractor and the Administration on the following basis:

a. When only the prime Contractor is involved, he shall receive fifty percent (50%) and the Administration fifty percent (50%) of the net savings resulting from the change.

b. When a first-tier Subcontractor is involved, he shall receive thirty percent (30%), the prime Contractor thirty percent (30%), and the Administration forty percent (40%) of the net savings resulting from the change. Other subcontractors shall receive a portion of the first-tier subcontractor savings in accordance with the terms of their contract with the first-tier Subcontractor.

3. Net savings shall be determined by deducting from the estimated gross savings, the Contractor's cost of developing and implementing the proposal (including any amount attributable to a subcontractor) and the estimated amount of increased costs to the Administration resulting from the change, such as implementation, inspections, related items, and Administration furnished equipment or property. Estimated gross savings shall include Contractor's labor, material, equipment, overhead, profit, and bond. The Contract price shall be reduced by the sum of the Administration's costs and share of the net savings.

F. The Contractor shall include the provisions of this Article, with this predetermined sharing arrangements contained herein, in all first-tier subcontracts in excess of the Contract value of $25,000 and any other subcontracts which, in the judgment of the Contractor, is of such nature as to offer reasonable likelihood of value engineering cost reductions. At the option of the first-tier Subcontractor, this Article may be included in lower tier subcontracts. The Contractor shall encourage submission of VECP's from Subcontractors; however, it is not mandatory that VECP be submitted nor is it mandatory that the Contractor accept or transmit to the Administration VECP's proposed by his Subcontractors.

G. A VECP identical to one submitted under any other contract, by this or any other Contractor may also be submitted under this Contract.

H. The Contractor may restrict the Administration's right to use any VECP data by marking it with the following statement:

> "This data, furnished pursuant to the Value Engineering Article of this Contract, shall not be duplicated, used or disclosed in whole or in part, for any purpose except to evaluate the VECP, unless the proposal is accepted by the Administration. This restriction does not limit the Administration's right to use information contained in this data if it is or has been obtained, or is otherwise available from the Contractor or from another source, without limitations. When this proposal is accepted by the Administration, the Administration shall have the right to duplicate use, and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other Administration Contract."

SGP – 4.03 Negotiated Payment Provisions (GP-4.07)

In lieu of General Provision GP-4.07 and unless specified otherwise in the Special Provisions, the following shall prevail.

The requirement of Article SGP-4.03 shall apply only to work at the construction site and only when a contract cost adjustment is negotiated and a Contract modification incorporating the adjustment is executed by the parties. In the event the parties cannot reach a negotiated agreement, the matter becomes a dispute and is subject to General Provision 5.15 "Disputes" or General Provision 5.14 "Claims". In the event of a dispute the markups described below in E. F and G will not be valid. Actual costs will apply.

When the Contractor is entitled to a cost adjustment as a result of additions or changes to the Contract for which there are no applicable unit prices, and the Administration has not directed such work to be performed on a force account basis, subject to the limitations and conditions below, the adjustment in compensation shall be based on costs incurred by the Contractor to the extent that those costs are satisfactorily documented and justified by the Contractor.

A. Labor. The cost of basic hourly wages and fringes for all direct labor and direct-charge foremen required in the performance of the work. Wage and fringe costs shall be in accordance with applicable collective bargaining agreements or other employment contracts to the extent that these costs are actually paid or payable.

B. Materials. The delivered cost of all materials required for performance of the work. The delivered cost of material includes sales taxes if payable.

C. Equipment. For any machinery or equipment (other than small tools), the use of which is authorized by the Engineer, the compensation will be based on the equipment costs listed in the applicable edition of the Rental Rate Blue Book for Construction Equipment published by Penton Business Media/Equipment Watch For third party rentals, compensation will be made on actual rental rates paid. For purposes of definition, equipment with a new cost of $1,000 or less will be considered small tools.

1. Equipment costs for contractor-owned equipment will be as specified in SGP-9.02 C.1 through C.5.

2. Equipment costs for rental equipment will be as specified in SGP-9.02 C.6.

D. Insurance. The incremental increase in premium costs resulting from the work for workmen's compensation, liability or risk insurance, only in the event that such coverage has not been provided by the Administration under the contract.

E. Supervision, Overhead, and Profit. The Procurement Officer and Contractor shall negotiate a fixed amount to compensate the Contractor for supervision, overhead, and profit for the work performed by the Contractor's and subcontractor's forces. The allowed markup for supervision, overhead (including home office expense) and profit shall not exceed forty-five percent (45 %) of items A and D and ten percent (10%) of items B exclusive of sales tax, and C.2 above. No additional allowance shall be made for small tools and supplies, bond premiums, payroll taxes including FICA, FUTA, and SUTA, or any other costs not specifically reimbursed in items A through D above. The provisions of this paragraph (SGP-4.03E) do not apply to computation of mark-ups if extended costs are allowed per SGP-4.03G.

F. Subcontractors. The Contractor shall receive the cost of work performed by a subcontractor. Subcontractor's costs are to be determined as in A through D above, plus the mark-up allowance computed as in E. The Contractor may receive additional mark-up allowance not to exceed the higher of five percent (5%) or five hundred dollars ($500) of subcontractor's costs as determined in A, B, C.2 and D. However there will not be any such markup for subcontractor's below the first tier. Notwithstanding, actual charges to the Contractor for overhead and profit on work performed or furnished to him by others, no such mark-ups in excess of those specified will be recognized or considered. The provisions of this paragraph and SGP-4.03E do not apply to computation of mark-ups if extended costs are allowed per SGP-4.03G.

G. Extended Overhead. In the event that the Contractor is due extended overhead costs as a result of compensable delays arising from the changed or added work, such actual costs will be computed solely on the basis of those time related costs affected and only allowed when accompanied by sufficient documentation to permit the Engineer to establish their validity.

1. The Contractor shall be compensated for taxes, small tools, supplies, bond premiums, and profit by a mark-up allowance which shall not exceed twenty-five percent (25%) of items A and D, and ten percent (10%) of items B exclusive of sales tax, and C2. Adjustment for extended site (Field overhead) costs will be limited to actual costs without mark-up The adjustment for home office costs (G&A) shall not exceed five percent (5%) of item A, B, C, D, F, & G2, which is the total adjustment before G&A.

2. When extended field and home office overhead costs are allowed, the Contractor shall not be compensated for

   a) the allowed mark-up for supervision, overhead, and profit set forth in Para E above;
   b) The mark-up allowance for subcontractor's work set forth in Para F above.
   c) Overhead costs calculated by any method other than that prescribed in this subsection G.

H. No compensation shall be made in any case for loss of anticipated profits.

I. All of the Contractor's cost records shall be made available to the Administration at the field office as well as the home office for review and audit at all reasonable times including prior to negotiations of the cost under this section.

J. The requirement of Supplementary General provisions Article 4.06 (SGP 4.06) shall apply when a contractor is entitled to an equitable cost adjustment to perform the design work directly attributable to additional work or changes requiring the services of factory or office based professional and/or technical personnel. The contractor shall not be compensated for design work performed by the field staff.

SGP – 4.04 Change Notice (GP-4.06)

The Engineer may use a Change Notice to describe a proposed change to the work pursuant to GP-4.06. Within seven (7) days after receipt of the Change Notice the Contractor shall sign the Change Notice and submit it to the Procurement Officer. The Contractor shall submit a proposal for providing the change work within the time specified in the Change Notice. The Contractor's proposal shall contain a detailed cost breakdown and any adjustment of the change in Contract time for the completion of the work. The cost breakdown shall be separated into added and deleted work and shall show details for labor, materials, equipment and the percentage mark-ups for overhead, profit, and small tools, in accordance with SGP-4.03.

SGP – 4.05 Warranty of Construction (GP-4.10)

In lieu of General Provisions Article GP-4.10, the following shall prevail:

A. In addition to any other warranties available by law or set out elsewhere in this contract, the Contractor warrants that work performed under this contract will conform to the contract requirements and will be free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at time of acceptance and for a period of one (1) year from the date of final acceptance of the work, but with respect to any part of the work which the State takes possession prior to final acceptance, such warranty shall continue for a period of one (1) year from the date the State takes possession. Under this Warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to State owned

or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. With respect to work repaired or replaced hereunder, the Contractor warrants that said work will conform to contract requirements and will be free of defects in material, workmanship, and design for a period of one (1) year from the date of completion such repair or replacement.

B. The Administration will give the Contractor prompt written notice of any defects or failures following their discovery. The Contractor shall commence corrective work within ten (10) days following notification by the Administration of the defect or failure and shall diligently prosecute such work to completion, provided that the Administration shall have the right to use unsatisfactory materials and equipment until they can be taken out of service without injury to the Administration. If the Administration exercises the right to use unsatisfactory materials and equipment the Contractor will be permitted to commence corrective work within six (6) months from time of discovery or the defect of failure requiring correction.

C. Replacement parts and repairs shall be subject to approval of the Administration. The Contractor shall bear all costs of corrective work, which shall include necessary disassembly, transportation, reassembly and retesting, as well as repair or replacement of the defective materials or equipment, and any necessary disassembly and reassembly of adjacent work; provided that the Administration will disassemble and reassemble at its expense adjacent materials or equipment not furnished by the Contractor, where necessary to give access to the defective materials or equipment.

D. If the Contractor fails to perform corrective work in the manner and within the time stated, the Administration may proceed to have such work performed at the Contractor's expense and he will honor and pay the costs thereof upon demand, and his sureties will be liable therefore. The Administration will be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay such costs.

E. In addition to the other rights and remedies provided by this clause, all subcontractor's, manufacturers' and suppliers' warranties expressed or implied, respecting any work and materials shall, at the discretion of the State, be enforced by the Contractor for the benefit of the State. In such case if the Contractor's warranty under A. above has expired, any suit directed by the State to be at the expense of the State. The Contractor shall obtain any warranties which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

F. If directed by the Procurement Officer, the Contractor shall require any such warranties to be executed in writing to the State.

G. The rights and remedies of the Administration under this Article are not intended to be exclusive, and do not preclude the exercise of any other rights or remedies provided by this Contract or by law with respect to unsatisfactory work performed by the Contractor.

H. The warranty specified herein shall not limit the State's rights under GP-5.13, Acceptance clause of this contract with respect to latent defects, gross mistake, or fraud.

SGP – 4.06 Negotiated Payment Provision – Professional and Technical Services

A. The provisions of SGP-4.03 apply to Work performance in the field involving craft labor (including supervision, material and equipment) necessary to implement additions or changes to the Contract.

B. The provisions of SGP-4.03 do not apply to design professional and/or technical personnel assigned to the project.

C. When the Contractor is entitled to an equitable adjustment as a result of additions or changes to the Contract which require the services of factory or office-based design professional or technical personnel to perform the design Work directly attributable to the additions or changes, the adjustment in compensation shall be based on the following as documented and justified by the Contractor.

1. Labor - The cost of all design professional and/or technical labor computed on the basis of the actual hourly wage rate paid, not to exceed $75.00/hr, to the individual(s) involved in the performance of the added or changed Work (excluding fringes and mark-ups for taxes, insurance, etc.)

2. Reimbursable Expenses

   a. Travel and Related Expenses - The cost of travel expenses of the Contractor or subcontractor personnel in travel status required for the performance of added or changed Work, as provided in the then current standard Travel Regulations of the State of Maryland.

   b. Printing and Reproduction Costs - The cost of printing, binding, photographs, Photostats, copier costs, reproduction and related expenses, the nature of which is uniformly charged as a project cost under the Contractor's or subcontractor's accounting practices.

   c. Long Distance Telephone, Telegraph, Teletype, Freight, Postage and Shipping - These costs will be allowed only to the extent they related to the performance of the added or changed Work.

   d. The maximum allowable mark-up for general administrative expenses, supervisions, overhead and profit for the design Work performed, and computer/CAD costs, by the Contractor will be 140% of Item 1 above. The maximum allowable mark-up for supervision, overhead and profit for Work performed by subcontractor(s) will be 140% of the subcontractor's labor cost identified in Item 1 above. The Contractor will be allowed a mark-up of 5% on the total subcontractor's cost.

SGP – SECTION 5 – CONTROL OF THE WORK

SGP – 5.01 General

The following Articles augment Section 5 of the General Provisions.

SGP – 5.02 Superintendence (GP-5.04)

Before starting work, the Contractor shall designate in writing the name, title, qualifications and experience of his proposed representative who, upon approval by the Procurement Officer shall have complete authority to represent and act for the Contractor. The authorized representative or a substitute acceptable to the Procurement Officer shall be present at the site of the work at all times while work is actually in progress on the project. Arrangements for responsible supervision acceptable to the Procurement Officer shall be made for emergency work which may be required during periods when the work is suspended. The Contractor shall notify the Procurement Officer, in writing, when the Contractor desires to change his representative, and shall provide information as specified above for the proposed new representative.

SGP – 5.03 Coordination and Governing Order of Contract Documents

A. The Documents composing the Contract Documents are intended to be complementary, and to describe the construction and completion of the Work. Anything mentioned in the Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Specifications, shall be of like effect as if it is shown or mentioned in both.

B. Precedence of Contract Documents: The Contract Drawings shall govern over the Standard Specifications. The Special Provisions shall govern over the Standard Specifications, and the Contract Drawings. Where work is to be accepted by a municipality, railroad, or utility company, the Reference Utility Standards which apply to materials and workmanship shall govern over the Standard Specifications, the Special Provisions and the Contract Drawings.

C. Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Procurement Officer for such further written explanations as may be necessary and shall conform to the explanation provided as part of the Contract. If doubts or questions arise regarding the true meaning of the Contract Documents, reference shall be made to the Procurement Officer whose decision thereon will be final.

D. In case of difference between small and large scale drawings, the large scale drawings shall govern. In the event of discrepancy between any drawings and the figure written thereon, the figures shall govern over scaled dimensions, unless otherwise indicated.

E. All materials, workmanship, and testing specified by the number, symbol, or title of a reference standard shall comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the Bid Opening

SGP – 5.04 Administration Furnished Documents

The Administration will furnish at no cost to the Contractor for his use, five (5) copies of the conformed CD of the Contract Documents including Reference Drawings if applicable.

SGP – SECTION 6 – CONTROL OF THE MATERIAL

SGP – 6.01 General

The following Articles augment those contained Section 6 of the General Provisions.

SGP – 6.02 Source of Supply and Quality of Materials

A. Furnish all materials required to complete the work, except those specified to be furnished by the Administration. Assure that the materials incorporated into the work conform to the Specifications and Contract Drawings unless changed by prior approval. The materials shall be manufactured, handled, used, identified, controlled, and installed so as to ensure completed work in accordance with the Contract.

B. Use only new materials furnished except as may specifically be provided elsewhere in the Contract Documents.

C. Submit a list of sources of materials pursuant to GP-6.01 and notify the Engineer in sufficient time to permit proper inspection and testing of materials in advance of this use. The list shall be on a form approved by the Procurement Officer.

D. Provided that there would be no violation of the Contractor's patents, copyrights or rights in data, the Contractor agrees that he will neither incorporate any provision in his subcontracts nor enter any agreement, written or oral, either directly or indirectly, with subcontractors which has or may have the effect of prohibiting subcontractor sales directly to the Administration of any supplies, parts, components, equipment or technical information like those manufactured or services like those furnished by such subcontractor under the Contract or under any contract for parts or components furnished under the Contract or any follow-up production contract.

SGP – 6.03 Storage of Materials (GP-6.02)

A. General: Unless otherwise specified in the Special Provisions, the Contractor shall obtain his own area and storage facilities at locations remote from the Administration's right-of way facilities.

B. Reference SGP 9.03 for payment of stored material.

SGP – SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

SGP – 7.01 General

The following Articles augment those in contained Section 7 of the General Provisions.

SGP – 7.02 Patented and Copyrighted Devices, Materials, and Processes (GP-7.03)

The Contractor shall report to the Administration, promptly and in reasonable written detail, each notice of claimed patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge. In the event of any claim or suit against the Administration on account of any alleged patent or copyright infringement arises out of the performance of this contract or out of the use of any supplies furnished under the contract, the Contractor shall furnish to the Administration, when requested by the Administration, all evidence and information pertaining to such suit or claim including all evidence and information in the possession of the Contractor. This Notice and assistance requirement shall be included in all subcontracts.

Patents, Copyrights, Intellectual Property

A. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

B. The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

C. The Contractor shall hold and save harmless the State of Maryland, including but not limited to the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or un-copyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Contract resulting from this RFP. The Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court formally awards, provided the State (i) notifies the Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Contractor of any obligation hereunder except and to the extent that such failure prejudices Contractors' ability to defend against such claim; and (ii) allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations.

D. If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the produce with a non-fringing product that, in the State's view, substantially complies with the item's

specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.

E. In connection with services provided under a Task Order Request for Proposal (TORFP), the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.

F. The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. In a TORFP, the State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use to non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

SGP – 7.03 Emergencies

A. In an emergency at the construction site affecting the safety of life, the work or adjoining property, the Contractor, without special instructions or authorization from the Procurement Officer, shall act to prevent such threatened loss or injury. The Contractor shall notify the Procurement Officer as soon as practicable of the action taken and the status of the emergency.

B. In the event of imminent danger or when peril exists to life, limb or property, the contractor’s safety representative, the Procurement Officer or the Administration’s Manager of Safety and Systems Assurance have the authority to close down an operation until said unsafe act or unsafe condition has been corrected.

SGP – 7.04 Rights in Technical Data

A. Technical data means any and all information of a scientific or technical nature, regardless of form or characteristics, to be furnished by the Contractor pursuant to this contract. It includes, but is not limited to, documentation of research, experimental, development or engineering work plus the information used to define a design or process or to procure, produce, support, maintain or operated the goods, supplies, systems, and equipment furnished hereunder.

   Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification and related information.

B. The Administration, its employees and its consultants, shall have the unlimited right to use, duplicate and disclose, in whole or in part and without charge, all technical data, in any manner and for any purpose when, in the opinion of the Administrator, such use in required by the Administration in the installation, operation, modification, maintenance, repair, replacement, overhaul and training in respect to the Work and the items furnished to the Administration, under the Contract or otherwise obtained by the Administration.

C. Nothing herein shall be construed as modifying or abridging the obligations of the Administration in respect to the provisions of the Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. To assist the Administration the Contractor, if he wishes, shall, as hereinafter described in Article E. below, clearly identify each portion of the technical data it considers a "trade secret" to which the public shall be denied inspection. Contractor acknowledges that such classifications are advisory only.

D. The following categories of technical data shall not be construed or stamped or otherwise identified as "trade secrets":

1. Technical data prepared or required to be delivered under this contract and any subcontracts hereunder for the purpose of identifying sources, part numbers, size, configurations, mating, attachment characteristics, functions characteristics and performance requirements.

2. Manual or instructional materials prepared or required to be delivered under this contract and any subcontracts hereunder, for installation, operation, maintenance, repair, replacement, overhaul and training purposes.

E. If the Contractor determines that any technical data not included in Article D. above, comprises a "trade secret" and decides to impose this classification, he shall clearly identify each portion on each page of such technical data with the words "Trade Secret". On each page on which a "Trade Secret" is identified, the following shall be noted by the Contractor: the prime contract number under which the technical data is to be delivered; the name of the Contractor and any subcontractor asserting the classification; and a recitation of the Administration's rights as stated in Article B. above. Further, when submitting technical data designated as "Trade Secret", the Contractor shall provide with each such submission a letter justifying the basis for designation each portion so identified.

F. Rights to Records

1. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

2. The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest

3. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

4. The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

G. Confidentiality - Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

H. Loss of Data - In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

SGP – 7.05 Audit and Inspection of Records

A. In this clause, the term “Contractor” includes all subcontractors at any tier, the term “Contractor’s Records” includes data and records of all subcontractors at any tier, and the term “Administration” includes the MTA, the U. S. Department of Transportation, the Comptroller General of the United States and their authorized representatives.

B. The Contractor shall permit the Administration to inspect, audit, and copy, at any reasonable times, the Contractor’s Records in connection with all matters related to the Contract, including the Contractor’s performance.

C. The provisions of this clause shall be included in all subcontracts, at any tier, under this Contract.

D. Performance and Compliance Administration reserves the right to examine, copy and audit Contractor’s Records in order to evaluate compliance of Contractor with statutory and regulatory

requirements as well as all requirements under the terms, conditions, Specifications and provisions of the Contract.

E. Noncompetitive Proposals Administration reserves the right to examine, copy and audit Contractor's Records, if necessary, to permit adequate evaluation of cost and pricing data related to the original proposal, along with the computations and projections used therein. If this audit is performed subsequent to the award of a contract, Administration reserves the right to utilize Contractor's incurred costs to date for its evaluation of Contractor's proposal.

F. Change Orders and Contract Modifications Administration reserves the right to examine, copy and audit Contractor's Records, if necessary, to evaluate cost and pricing data related to Change Order proposals and Contract Modifications and any associated computations and projections, as well as to evaluate Contractor's performance of and compliance with Change Orders issued under the Changes section herein. If this audit is performed subsequent to the submittal off a Change Order proposal or issuance of a Contract Modification, Administration reserves the right to utilize Contractor's incurred costs to date for its evaluation of Contractor's Change Order proposal or Contractor's performance of or compliance with Contract Modification.

G. Adjustable Contracts If all or part of this Contract is a cost-reimbursement, incentive, time and materials, labor-hour, or price re-determinable contract, or any combination of the these, Contractor shall maintain and Administration shall have the right to examine, copy and audit, Contractor's Records and other evidence sufficient to reflect properly, in accordance with sound and generally accepted accounting principles and practices consistently applied, all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the Contract.

H. Contractor's Records shall include, but not be limited to: accounting records (hard copy, as well as computer readable data if it can be made available); written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc); original estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts and rebates; purchase orders; commitments; agreements; leases; notes and memoranda; daily diaries; superintendent reports; drawings and sketches; receipts,; vouchers; and, any other supporting evidence deemed necessary by Administration to substantiate charges related to the Contract.

I. Contractor's Records shall be open to inspection and subject to audit and/or reproduction by Administration or its representative(s), to the extent necessary to adequately permit evaluation and verification of Contractor's compliance with Contract terms, conditions and requirements, and compliance with provisions for pricing Changer Orders, payments or claims submitted by Contractor or any of its payees.

J. Contractor shall make Contractor's Records available to Administration or its representative(s) at all reasonable times, and Administration or its representative(s) shall be afforded access to all of Contractor's facilities and shall be allowed to interview any of Contractor's employees, pursuant to the provisions of this Section throughout the term of the Contract and until three years after final payment under the Contract. Contractor shall provide adequate and appropriate work space for Administration or its representative(s) to conduct audits in compliance with this Section. Contractor shall cooperate with all audit procedures including the furnishing of a management representation letter upon request of the auditor.

K. Contractor shall require all insurance agents, and suppliers or other payees to comply with the provisions of this Section by insertion of the requirements hereof in a written contract or agreement between Contractor and payee.

L. Contractor shall reimburse Administration, within thirty (30) calendar days after receipt of a written request thereof, the price (including profit) charged for services or quantities not delivered and extras or adjustments not authorized under the Contract as verified by an inspection or audit of Contractor's Records.

M. This Section does not affect or limit any rights, obligations or responsibilities afforded or imposed by the Inspector General's Act of 1978, as amended from time to time, including the right of the Inspector General of the U. S. Department of Transportation to seek information by subpoena.

SGP – 7.06 Notice to the Administration of Labor Disputes

A. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Administration.

B. The Contractor shall insert the substance of this Article, including this Paragraph B, in any subcontract hereunder and each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

SGP – 7.07 Indemnification

This clause supplements and is intended to be harmonious with General Provision GP-7.13. If and to the extent that there is an inconsistency between this clause and General Provision GP-7.13, the provision of this clause shall govern.

The Contractor shall indemnify, save harmless and, at the Administration's or Procurement Officer's request, defend the Administration and Procurement Officer, and their employees and agents, from against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind of character, including but not limited to attorney's fees and expenses arising out of or by reason of any liability or obligation in any manner caused or occasioned or claimed to be caused or occasioned by an act, omission, fault or negligence of the Contractor or anyone acting on his behalf, including but not limited to lower tier subcontractors and vendors, their subcontractors or sub-vendors, and the employees and agents of any of the foregoing. Such indemnification shall not be construed to include damages or injuries solely arising or occurring from negligent acts of the Administration or its agents.

A. Indemnification

1. The Contractor shall hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

SGP – 7.08 Buy American Steel Act (GP-7.28, SGP-10.14)

In addition to the requirements of Article GP-7.28, Article SGP-10.14 shall also be implemented.

SGP – 7.09 Prevailing Wage Contracts for Public Works (GP-7.01D, GP-7.30B)

The requirements of Article GP-7.30B are specifically set forth in Sections 10.09 and 10.10 of these Supplementary General Provisions.

SGP – 7.10 Contractor's Safety Program (GP-7.05)

A. The Contractor's safety representative shall have a thorough knowledge of construction safety and OSHA regulations.

B. The duties of the safety representative shall include maintenance of the Contractor's safety program, enforcement of safe practices, and the use of the safety equipment and personal protective equipment, and other such activities as may be required by OSHA to maintain job safety and accident prevention. Reference MTA Project Safety Plan in the contract Table of Contents as applicable.

C. Contractor Safety and Health Plan

The Contractor Safety & Health Plan shall fully describe the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees, the public, and generally contribute to and enhance safety at the project. The Contractor Safety & Health Plan must reference standards, codes, rules, and regulations applicable to construction activities in the state and local jurisdiction/authority and the state of Maryland. The Contractor's Plan shall include, but not be limited to, provisions of the Construction Safety Guidelines.

1. Within five calendar (5) days after issuance of Notice of Intent to Award (NITA) for the Contract, the Contractor shall submit, a written "Project Specific Safety & Health Plan" to the Administration for approval. The Administration will review or comment and may approve, disapprove, or approve conditionally the Contractor's "Project Specific Safety & Health Plan".

2. With regards to the approval of the Contractor Safety & Health Plan, work shall proceed as determined by the Administration.

3. The Administration retains the right to prohibit the start of work until the Contractor's' Project Specific Safety & Health Plan" is approved by the Office of Safety Quality Assurance Risk Management.

4. Failure of the Contractor to submit a plan or approvable plan, the Contractor maybe held in default. A delay in submitting the Contractor Project Specific Safety & Health Plan will not constitute grounds for contract schedule extension or delay claim.

SGP – 7.11 Cost and Price Certification (GP-7.26)

The following paragraph A. is hereby added to GP-7.26:

A. The contractor or subcontractor shall maintain book and records that relate to the cost or pricing date for three (3) years from the date of final payment under the contract, unless a different period is otherwise authorized in the contract. Any cost and pricing information submitted in accordance with this GP-7.26 shall be subject to the provisions of COMAR 21.06.05.02 "Audits."

SGP – SECTION 8 – PROSECUTION AND PROGRESS

SGP – 8.01 General

The following Article augments Section 8 of the General Provisions.

SGP – 8.02 Subcontracting (GP-8.01)

A. Prior to entering into any subcontract for work to be performed at the construction site, the Contractor shall give written notice to the Procurement Officer regarding the prospective subcontractor's qualifications, and the Administration may require a copy of the prospective subcontract.

B. The cost of work performed by skilled and unskilled labor carried on Contractor's own payroll, together with the cost of materials installed, shall be included in the specified minimum percentage specified in General Provision GP-8.01. If, during progress of the work, Contractor requests a reduction in such percentage, and the Procurement Officer determines that it would be to the Administration's advantage, the percentage of work required to be performed by Contractor may be reduced, provided written approval of such reduction is obtained by the Contractor from the Procurement Officer.

C. Reference SGP 9.05 for subcontractor prompt payment.

SGP – 8.03 Notice to Proceed (GP-8.02)

Notice to Proceed will be issued within one hundred eighty (180) days after bid opening, unless mutually extended.

SGP – 8.04 Termination for Default, Damages for Delay, Time Extension (GP-8.08)

A. If the time of contract performance is specified in "calendar days", the following table will be used as the basis for determining allowable time extensions to the contract for "unusually severe weather" at the construction site.

Working Day Delays to the Work Which May Be Expected:

Month	to Occur as a Result of Normal Weather Conditions	
	Tunnel/Underground Work	Outdoor/Weather Sensitive
January	3	8
February	3	8
March	2	7
April	2	4
May	2	4
June	2	1
July	2	2
August	3	2
September	1	2
October	1	2
November	1	4
December	2	5

B. Time extensions for weather delays during the months as listed above will only be allowed for working day delays in excess of those numbers listed above and only when those excess days of delay affect the driving activities of the work on projects without a CPM schedule. The calendar days or dates extension will be developed by multiplying the allowable working days extension by one of the following factors, as applicable.

1. Factor of 1.4 for those activities scheduled for five (5) day work week.

2. Factor of 1.2 for those activities scheduled for six (6) day work week.

3. Factor of 1.0 for those activities scheduled for a seven (7) day work.

C. On projects with a CPM Schedule the impact due to unusually severe weather will be determined by the analysis of the CPM schedule. Time extensions for indoor work will be based on delays to critical activities in the Projects Schedule.

D. Time extensions granted under this provision are non-compensable.

E. If the time of contract performance is specified in "working days", the Provisions of this section (SGP-8.04) do not apply.

SGP – 8.05 Liquidated Damages (GP-8.09)

The Administration may recover liquidated damages by deducting the amount thereof from any moneys due or that may become due the Contractor, including current monthly estimated payments.

SGP – 8.06 DBE Termination of DBE Subcontractor for Convenience (GP-8.11)

The Contractor shall not terminate a DBE subcontractor for convenience and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the prior written consent of the procurement office.

SGP – SECTION 9 - PAYMENT

SGP – 9.01 General

The following Articles augment Section 9 of the General Provisions.

SGP – 9.02 Force Account Work (GP-9.02)

In lieu of General Provisions Article GP-9.02, the following shall prevail:

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

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

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

C. Equipment. For any machinery or equipment (other than small tools) whether rented or owned, the use of which has been authorized by the Procurement Officer, the Contractor shall receive those rates hereinafter specified. For purpose of definition, equipment with a new cost of $1,000 or less will be considered small tools.

1. For owned equipment, the Contractor shall be paid at hourly rates derived from the applicable edition of the Rental Rate Blue Book (RRBB) for Construction Equipment by Penton Business

Media/Equipment Watch. The rate to be paid will be the Blue Book monthly ownership rate for the make and model of equipment multiplied by the appropriate rate adjustment factors, divided by 176, plus the RRBB hourly operating cost. The rental rate for each item of equipment will be the sum of the base machine rate, specialized attachment rate as applicable (common attachments are considered included in the base rate) and operating rate(s) established at the time the equipment is being used.

2. For Contractor owned equipment not listed in the RRBB, an equitable hourly rate shall be established by the Procurement Officer based on Contractor furnished cost data and basic information concerning the equipment.

3. Information required to determine rates includes, but is not limited to, manufacture, year, size, model, capacity, acquisition cost and operating costs, and shall be furnished to the Procurement Officer prior to the use of the equipment.

4. Equipment rates shall apply for equipment in good working condition. The equipment shall be of approved size and capacity to provide the production required for the work to be done. Equipment not meeting these requirements may be used only with the approval of the Procurement Officer and at agreed reduced rates.

5. Equipment at the Construction Site. For use of onsite Contractor owned equipment in operation on force account work the Contractor will be paid in accordance with the following provisions:

   a. The time to be paid for the use of equipment on the work shall be the number of hours the equipment is in operation on the force account work being performed. Less than thirty (30) minutes will be considered as ½ operation. The time shall include the time required on-site to move the equipment to the location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Loading and transportation costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for moving time or loading and transporting costs if the equipment is used at the location of the force account work on other than such force account work.

   b. For equipment listed in the RRBB the operational hourly rate shall be as follows:

      Up to eight (8) hours use in a day, the "Total Hourly Costs" shall be as listed in 1 above. Over eight (8) hours in a day, use 70% of the monthly rate divided by 176 plus the hourly operating costs. Idle or standby rates for equipment brought in solely for the use of the force account work will be paid at 50% of the monthly rate divided by 176 for not more than 8 hours per day.

   c. For equipment not listed in the RRBB the operational hourly rate shall be the rate determined by the Procurement Officer, which rates shall include all costs of ownership, repair and operation, as determined by the Procurement Officer in accordance with paragraph C.2 above.

   d. Under this provision payment will not be made for idle or stand by time of existing equipment at the construction site.

6. Equipment not at the Construction Site. For the use of Contractor owned equipment moved in from off the site and used exclusively for force account work, the Contractor will be paid in accordance with the following provisions:

    a. The Contractor will be paid for the cost of transporting the equipment to the location of the work and its return to its original location including the cost of loading and unloading as agreed upon by the Procurement Officer prior to the move. Should the Contractor desire the return of the equipment to a location other than its original location, the Administration will pay the cost of transportation provided such payment shall not exceed the cost of moving the equipment to the work.

    b. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account work, shall include each day that the equipment is on the site exclusive of non-work days and will terminate at the end of the day on which the use of the equipment is no longer required for the force account work.

    c. For those hours that the equipment is in operation on force account work, the Contractor shall be paid in accordance with paragraph C.4 above.

    d. Idle or stand by time shall be the number of hours in a work day, up to a maximum of eight (8) hours, less the number operational hours paid for those days as provided in paragraph C.5c above.

    e. The stand by rate for equipment listed in RRBB shall be 50% of the monthly rate divided by 176.

    f. The standby rate equipment not listed in RRBB shall be 50% of the monthly rate divided by 176 as determined by the Procurement Officer in accordance with paragraph C.2 above.

7. When approved by the Procurement Officer, the use of rented equipment will be permitted in the performance of force account work. The Contractor shall be paid the actual costs incurred in the use of such equipment on the force account work. No transportation or idle time costs will be paid for the use of rental equipment not on the construction site exclusively for the force account work.

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

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

F. Other Compensation.

1. The adjustment in compensation shall be based on the following as documented and justified by the Contractor.

    a. Fringes. Costs paid to or on behalf of workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits required by collective bargaining agreement or other employment contract.

b. Insurance. The incremental increase in premium costs resulting from the work for workman's compensation, liability or risk insurance, but only in the event that such coverage has not been provided by the Administration under the Contract.

G. Compensation for overhead and profit. The Procurement Officer and the Contractor shall negotiate a fixed amount for force account work performed pursuant to this SGP-9.02 by his forces and by his subcontractor(s), as compensation for overhead and profit for the work performed. Failure of the Contractor and the Procurement Officer to negotiate an amount consistent with applicable cost principles in COMAR 21.09.01, shall be treated as a dispute pursuant to GP-5.15 and the Contractor shall proceed diligently with the performance of the force account work to completion. The fixed amount shall not exceed the sum of thirty-five percent (35%) of items A, F.1.a. and F.1.b. and ten percent (10%) of items B. and C.6.

1. In addition, the Contractor's fixed amount may include an amount not to exceed five percent (5%) or five hundred dollars ($500) whichever is higher of item D. (excluding subcontractor's fixed amount. However there will not be any such markup for subcontractor's below the first tier.

2. The Contractor will be compensated for overhead and profits by a fixed amount that shall include but not be limited to compensation for all costs of unemployment insurance contributions, Social Security taxes and bond premiums on the force account work. The Overhead portion of Item A's markup includes Payroll taxes; included FICA, FUTA, SUTA, small tools and bond premiums.

H. Statements. No payment will be made for work performed on a force account basis until the Contractor furnished the Procurement Officer duplicated itemized statements of the cost of such force account work detailed as to the following:

1. Name, classification, date, daily hours, total hours, rate, and extension for such laborer, or foreman.

2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

3. Quantities of materials, prices and extensions.

4. Transportation of materials.

5. Payments of items under I.1. shall be accomplished by copies of certified payrolls. Under I.2., original receipted invoices for rentals must be provided if requested by the Procurement Officer. I.3. and I.4. shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the quantity claimed was actually used and that price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

I. Special Items of Work – If the Procurement Officer and the Contractor, by agreement, determine that (a) an item of force account does not represent a significant portion of the total Contract price, and (b) such item of work cannot be performed by the forces of the Contractor of the forces of any of his subcontractors, and (c) it is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined in this Article SGP-9.02 would require, charges for such special force account work items may be made on the basis of invoices for such work without complete itemization of labor, materials and equipment rental costs. To such invoiced price, less a credit to the Administration for any case or trade discount offered or available, will be added five percent (5%) of the discounted price, in lieu of the percentages provided in this Article SGP-9.02. In no event will the price paid exceed the current fair market value of such work plus five percent (5%).

J. As provided in SGP-7.05, the Contractor's records shall be made available to the Administration at all reasonable times.

SGP – 9.03 Progress Payments (GP-9.03, GP-7.01C)

A. Retainage. Monthly estimates provisions apply except that when the five percent (5%) retainage amounts to 2½% of the total Contract value plus authorized extras and additions, no further retainage will be deducted and the 2½% of total Contract value retained will not released until final payment, unless partially released in a semi-final payment

B. Lump Sum Contract Items. When requested by the Procurement Officer, the Contractor shall submit a schedule of estimated costs breakdown, acceptable to the Procurement Officer, before partial payment will be made for such items. The estimated cost breakdown shall include items for the main classifications or work, and shall total the amount of the Bid Item. The values in the schedule will be used only for determining partial payments.

C. The provisions of GP-9.03A.3 shall not apply to this contract as it would conflict with and be in violation with the applicable federal grant and regulations.

D. When requested in writing by the Contractor and approved by the procurement officer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site in accordance with below:

Payment to the contractor under this section for materials on hand shall not be construed in any way as acceptance by the Administration of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in conformance with GP 5.13 (Acceptance for Maintenance).

1. For superstructure members delivered on the project an allowance of 100 percent of the material costs plus freight charges as invoiced may be made provided the cost does not exceed 90 percent of the Contract price of the applicable Contract item. The allowance will be based upon validated invoices or bills for material including freight charges, and a copy thereof shall be made a part of the documented records for the project.

2. For reinforcement steel, piling, pipe, traffic barrier, signs and sign assemblies, and other nonperishable material in storage on the project, but excluding aggregates, cement, seed, plants, fertilizer or other perishable items, an allowance of 100 percent of the invoiced cost of the material plus freight charges to the Contractor may be made provided the cost does not exceed 90 percent of the Contract price of the applicable Contract item. Such material shall be delivered

and stock-piled at the project site after being tested by the Administration and found to have conformed to the Specifications or to have been accepted under an approved certification program prior to the allowance.

3. No allowance will be made for fuels, form lumber, falsework, temporary structures or other materials of any kind which will not become an integral part of the finished construction. No payment for stored material will be made if it is anticipated that the material will be incorporated into the work within 30 days of the written request. Only end product manufactured material or fully fabricated products that are awaiting installation or incorporation into the finished work are eligible for prepayment. Components, elements, or ingredients of a finished product are not eligible for prepayment.

4. Material for which an allowance is requested shall be stored in an approved manner in areas within the State of Maryland where damage is not likely to occur. If any of the stored materials are lost or become damaged in any manner, the Contractor shall be responsible for repairing or replacing the damaged materials. The value of the lost or damaged material will be deducted from the Contractor subsequent estimates until replacement has been accomplished. The request for allowances for any materials stored on private property within the State of Maryland shall be accompanied by a release form the owner and/or tenant of such property agreeing to permit the removal of the materials from the property at no cost to the Administration.

    a. The material shall be clearly marked with the Administration's Contract number on individual units. If the material is normally shipped to the project in bundles or other forms of packaging, the Administration's Contract number shall be clearly marked or affixed to the package. When the material is not stored at the actual project site, the material shall be physically separated by fencing or equivalent barrier from other materials stored at the same site. The material shall be accessible to the Administration at all times.

    b. When it is considered impractical to store materials on the actual project, the Engineer may approve storage areas in the vicinity of the actual project which will be considered at the project site.

    c. When storage of the materials within the State of Maryland is not practical, approval shall be obtained from the Resident Engineer for storage elsewhere. Storage of materials outside the State of Maryland will b e subject to the conditions set forth in this provision and limited to materials exceeding twenty-five thousand dollars ($25,000), which are designed and fabricated exclusively for use on a specific project.

5. Material for which payment has been made, either wholly or partially, shall not be removed from the approved location until such time that it is to be incorporated into the work unless authorized by the Engineer.

6. The Contractor shall submit a written request for payment to the Resident Engineer at least two weeks prior to the estimate cutoff date established by the Resident Engineer. The following items shall accompany the written request for payment:

    a. Consent of surety specifying the material type and the items in which the material is to be used.

b. Validate invoices with the signature of an officer of the company supplying the material showing actual cost.

c. A notarized statement from the Contractor attesting that the invoices as submitted do not include charges or fees for placing, handling, erecting, or any other charges or markups other than the actual material cost, sales tax(es), if applicable and freight charges.

d. Bills of lading showing delivery of the material. The request for allowances for any materials stored on property outside the State of Maryland shall be accompanied by a release from the owner or tenant of such property agreeing to permit verification by the Inspector that the material is stored at the approved location, and to permit the removal of the materials from the property at no cost to the Administration.

e. Inspection test reports, certifications and/or a written statement from the Inspector attesting to the inspection and approval of the material. Upon receipt of the above by the Resident Engineer and verification by the Inspector that the material is stored at the approved location, the Resident Engineer will authorize payment.

f. A statement explaining why the material cannot be stored on the project, if the Contractor is requesting to store material at a location other than the project site. The statement shall include the methods of storage, separation, and identification to be used by the Contractor. The Contractor shall provide a method of inventory control and withdrawal satisfactory to the Administration which shall be used by the Contractor to monitor materials not stored on the project.

g. A breakdown of the Contract line item bid unit price showing the relationship of the cost of the stored material to the costs of all other materials, labor, and components of the work included in the Contract line item unit price bid by the Contractor.

E. Upon receipt of the above by the Resident Engineer and verification by the Inspector that the material is stored at the approved location, the Resident Engineer will authorize payment.

F. The Contractor shall pay the material provider the amount shown on the invoice within 10 days of receipt of payment form the And. Evidence of payment shall be provided to the Administration. Failure to make invoice payments as specified will be cause to deduct the monies from future estimates and/or deny future stored materials payment requests.

G. Copies of all pertinent data shall be made by the Contractor and distributed to the Inspector for retention as part of the documented records for the project.

SGP – 9.04 Scope of Payment GP-9.01)

Payment at Contract Prices. The contract price for an item of the work shall include full compensation for all costs of that item, including the costs of any work, materials and equipment incidental to the item but not specifically shown or described in the drawings and specifications, subject only to such express limitations as may be stated in the specifications defining the item or prescribing payment therefore.

The contract prices shall include full compensation for all costs of any work, materials, equipment required by the drawings and specifications at the time of contract award, but not covered by a contract price or otherwise expressly made the subject of direct payment.

SGP – 9.05 Subcontractors – Prompt Payment

A. The Contractor is responsible for making timely payments to all subcontractors and suppliers as required in the State Finance and Procurement Article of the Annotated Code of Maryland, Section 15-226. The Contractor also shall comply with the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Section 17-106.
B. This contract and all subcontracts issued under this contract are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. In paragraphs C—E below, the terms "undisputed amount", "prime contractor", "contractor", and "subcontractor" have the meanings stated in COMAR 21.10.08.01.
C. A contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 days after the contractor receives a progress payment or final payment for work under this contract.
D. If a contractor fails to make payment within the period prescribed in §B, a subcontractor may request a remedy in accordance with COMAR 21.10.08.
E. A contractor shall include in its subcontracts for work under this contract, wording that incorporates the provisions, duties, and obligations of §§A—D, State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08.
F. A contractor shall include in any contract entered into with a subcontractor to complete the work under this Contract a clause obligating the contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Administration's payment to the contractor. Failure to comply with the provision may result in the Administration delaying or postponing the payment of retainage to the contractor or other remedies deemed appropriate by the Administration.

SGP – SECTION 10 – FEDERAL AND STATE REQUIREMENTS

SGP – 10.01 General

A. The General Provisions are augmented by the following provisions of Section 10.

B. The Contractor shall comply with applicable requirements and provisions, in effect now or as hereafter amended, of (1) 49 U.S.C. chapter 53 and other procurement requirements of Federal laws; (2) 49 C.F.R. § 18.36; (3) 49 C.F.R. §§ 19.40 through 19.48; (4) all other applicable Federal regulations pertaining to federally-aided contracts; and Federal Transit Administration ("FTA") Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, except to the extent FTA determines otherwise in writing.

SGP – 10.02 Reserved

Reserved

SGP – 10.03 Ethics

A. The Contractor shall comply with any Administration or State code of conduct or standards of conduct, in effect on or after the award of this Contract. Such code or standards shall

govern the actions of the Contractor's officers, employees, board members, or agents engaged in the award or administration of subcontracts or other arrangements supported with Federal assistance.

B. The Contractor's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor or other participant at any tier of the Project, or agent thereof; nor shall a Contractor employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties identified herein has a financial interest in the entity selected for award. Further, the Contractor shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain.

   1. Personal Conflicts of Interest. The Contractor shall prohibit its employees, officers, board members, or agents from participating in the selection, award, or administration of any subcontract, or other arrangement at any tier, supported by Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the entity selected for award.

   2. Organizational Conflicts of Interest. The Contractor shall identify and prevent real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed subcontract, or other arrangement at any tier may, without some restrictions on future activities, results in an unfair competitive advantage to the subcontractor or other participant at any tier of the Project or impair its objectivity in performing the contract work.

C. Debarment and Suspension. The Contractor agrees to comply, and to assure the compliance of each subcontractor or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor agrees, and shall assure that its subcontractors other participant at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subcontract or other arrangement in connection with the Project.

D. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain this Contract..

E. Lobbying Restrictions. The Contractor agrees that:

1. In compliance with 31 U.S.C. § 1352(a), it will not use the proceeds of this Contract to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Contract;

2. In addition, the Contractor will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

3. It will comply, and will assure the compliance of each subcontractor or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

F. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

1. Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq*., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Contractor's activities in connection with the Project. By executing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation, directly or indirectly, to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

2. Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation directly or indirectly to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

G. Trafficking in Persons. To the extent applicable, the Contractor agrees to comply with, and assures the compliance of each subcontractor with, the requirements of subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of this subsection 3.g of this Contract consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175:

1. Definitions. For purposes of this subsection G, the Contractor agrees that:

   a. Employee means an individual who is employed by the Contractor or a subcontractor under this Contract.

b. Forced labor means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. Private entity:

1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

2) Includes a for-profit organization, and also a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

d. Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102(e). Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

e. Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

2. The Contractor agrees:

a. To inform the Administration immediately of any information it receives from any source alleging a violation of a prohibition in subsection G (2) (c) below.

b. That the Administration may unilaterally terminate the Contract if the Contractor, a subcontractor, or other Participant at any tier, or an employee of any of them, violates subsection G(2)(c) or the provisions of 22 U.S.C. § 7104(g). The Administration's right to terminate implements FTA's right to terminate unilaterally:

1) Under subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and

2) Is in addition to all other remedies for noncompliance that are available to the Administration under this Contract and to the Federal Government.

c. That:

1) Neither it, its subcontractors, or other participants at any tier, or the employees of any of them, will engage in severe forms of trafficking in persons during the period of time that this Contract is in effect;

2) Neither it, its subcontractors, or other participants at any tier, or the employees of any of them, will procure a commercial sex act during the period of time that this Contract is in effect; or

3) Neither it, its subcontractors, or other participants at any tier, or the employees of any of them, will use forced labor in the performance of this Contract or any subcontract;

4) The provision of this subsection G(2)(c) will be included in all subcontracts and any other arrangement under this Contract at any tier.

H. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

I. The Bidder will be required to certify that he is or is not included on the United States Comptroller General's Consolidated List of Persons of Firms Currently Debarred for Violations of Various Public Contracts "Incorporating" Labor Standard Provisions and the State list of Businesses and Persons Suspended or Debarred from doing Business with a Public Body. If the bidder is on such lists, he will not be eligible for Award of Contract.

SGP – 10.04 Reserved

Reserved

SGP - 10.05 Civil Rights (GP-7.20)

The Contractor agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each subcontractor or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

B. Nondiscrimination — Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each subcontractor or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor agrees to follow all applicable provisions of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," May 13, 2007, and any other applicable Federal directives that may be issued.

C. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each subcontractor or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations

and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

1. General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor or other participant at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and also with any Federal laws and regulations in accordance with applicable Federal directives affecting construction undertaken as part of the Project.

D. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

1. The Contractor agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

2. The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the the performance of this Contract and the award and performance of any subcontract or other arrangement under this Contract in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subcontracts, and other arrangements under this Contract.

E. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U. S. Department of Transportation regulations at

49 C.F.R. Part 25 that prohibit discrimination on the basis of sex that may be applicable.

F. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of:

1. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.,* and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

2. The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

G. Access for Individuals with Disabilities. To the extent applicable, the Contractor shall comply with 49 U.S.C. § 5301 (d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing the services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also shall comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.,* which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.,* which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

2. U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;

3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

4. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in
5. State and Local Government Services,” 28 C.F.R. Part 35;

6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

7. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

8. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

9. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

10. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

11. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

12. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

H. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

I. Access to Services for Persons with Limited English Proficiency. The Contractor shall to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg*. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

J. Environmental Justice. The shall facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg*. 18377 *et seq*., April 15, 1997, except to the extent that the federal government determines otherwise in writing.

K. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws and regulations, and follow applicable Federal

directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

The Contractor shall include this clause in each subcontract and purchase order issued under the Contract. It is further agreed that the clause shall not be modified, except to identify the parties who will be subject to its provisions.

SGP – 10.06 MTA Affirmative Action Requirements (GP-7.29)

A. Copies of the MTA Affirmative Action Requirements are available at the Mass Transit Administration, Office of Equal Opportunity, 6 St. Paul Street, 5th Floor, Baltimore, Maryland 21202-1614.

B. Bid conditions of the MTA Affirmative Action Requirements are included in the Contract Specifications Book. The Contractor shall submit signed copies of the required exhibits which are included in the Bid Documents.

SGP – 10.07 Prohibited Interest

No member, officer, or employee of the Administration or of any local public body during his tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SGP – 10.08 – Termination

A. If the Federal Government suspends or terminates all or any part of the Federal assistance for this Contract, the Administration may suspend work under or terminate the Contract, in whole or in part, under the suspension or termination provision of the Contract that the Administration deems to be applicable in the circumstances.

B. The Contractor shall not terminate a Disadvantaged Business Enterprise ("DBE") subcontractor for convenience and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the prior written consent of the procurement officer.

SGP – 10.09 Labor Provision (GP-7.30B, SGP-7.09)

A. To the extent that the Contract involves construction activities, the Contractor shall to comply and assure the compliance of each subcontractor and other participant at any tier of the Project, with the following federal laws and regulations providing protections for construction employees:

   1. Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 *et seq.*, pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

2. Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

3. Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

B. To the extent that the Contract concerns activities that do not involve construction, the Contractor shall comply and assure the compliance of each subcontractor and other participant at any tier of the Project with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

C. During the performance of this Contract, the Contractor shall comply with the following provisions:

1. <u>Minimum Wages</u>

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers or mechanics, subject to the provisions of Article SGP-10.09A.4. of this section; also, 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 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 Article SGP-10.09D. 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. The wage determination (including any additional classification and wage rates conformed under Article SGP-10.09.A.2. of this section) and the Davis-Bacon poster (WH-1321) 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.

b. The Administration shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Administration shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

   2) The classification is utilized in the area by the construction industry; and

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

c. If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administration to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administration, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty (30) day period that additional time is necessary.

d. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Administration do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Administration shall refer the shall refer the questions, including the views of all interested parties and the recommendation of the Administration to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Administration or will notify the Administration within the thirty (30) day period that additional time is necessary.

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

1) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

2) If the Contractor does not make payments to a trustee or other third person, the contractor may consider as 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.

2. Withholding

a. The Administration shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor 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, so 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 Administration 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.

3. Payrolls and Basic Records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) (SGP-10.09A.4.) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. The contractor shall submit weekly for each week in which any contract work is performed two (2) copies of all payrolls to the Administration within seven (7) days after the regular payroll date. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

c. Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or subcontractor or his or 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 provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each 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 Regulation, 29 CFR Part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

d. The weekly submission of a properly executed certification set forth the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Article SGP-10.09C.2. (b) of this section.

e. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. The Contractor or subcontractor shall make the records required under Article SGP-10.09C.1. of the section available for inspection, copying or transcription by authorized representatives of the U.S. DOT or the Department of Labor, 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 Federal Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action 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.

4. Apprentices and Trainee

a. Apprentices

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen 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 worker 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 on the wage determination for the classification 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training,

Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees

Except as proved 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 U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen 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 journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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. In the event the employment and Training Administration withdraws approval of a training program, the contractor 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. Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive order 11246, as amended, and 20 CFR Part 30.

5. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. DOT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Administration, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

a. By entering in this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).

c. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

d. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Overtime Requirements

Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

12. Violations; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (K) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

Contractor or 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 such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and and guards, employed in violation of the clause set forth in paragraph (K) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (K) of this section.

13. Withholding for Unpaid Wages and Liquidated Damages

The Administration shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 L above.

14. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs K through N of this article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph K through N of this Article.

(The text of Article SGP-10.09, paragraphs A through J, has been taken from 29 CFR Part 5 as amended through December 19, 2008. Numbering of paragraphs has been changed to agree with the format for these Supplementary General Provision. In the event of conflict, the provisions of the Code of Federal Regulations shall prevail.)

SGP – 10.10 Delinquent Certified Payrolls (SGP-10.09C.2.a)

If the Contractor is delinquent in submitting his or any of his subcontractors payroll records, processing of partial payments estimates may be held in abeyance pending receipt of the payroll records. In addition, if the Contractor is delinquent in submitting his or any of his subcontractor's payroll records, the Contractor shall be liable to the Administration for liquidated damages. The liquidated damages shall constitute the sum of $10 for each day that the payroll records are late

SGP – 10.11 Reserved

Reserved

SGP – 10.12 Reserved

Reserved

SGP – 10.13 Cargo Preference – Use of United States-Flag Vessels

A. To the extent applicable, the Contractor shall comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381.

B. The Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessel.

C. The Contractor agrees to furnish within twenty (20) days following the date of loading for shipments originating within the United Sates or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-landing in English for each shipment of cargo described in Article SGP-10.14.A. to the FTA Administrator and the Administration (through the prime contractor in the case of subcontractor bills-of-landing) and to the Office of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, S.E., Washington, D.C. 20590, marked with appropriated identification of the project.

D. The Contractor agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this clause.

SGP – 10.14 Buy America Requirement (GP-7.01C, GP-7.28, SGP-7.08)

A. The Contractor shall comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.

B. The more stringent requirements of either the above cited law or the State of Maryland law and regulations, as listed in Article GP-7.28, shall prevail.

SGP – 10.15 Compliance With Environmental Standards

The contractor agrees to comply with all the following statutes as well as applicable standards, orders, regulations, directives, or requirements issued by the Environmental Protection Agency (EPA) and other agencies: and National environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 et seq; the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Sections 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53. Additionally, to the extent applicable, the contractor, and its subcontractors, agree to comply with the requirements of Section 14 of the Federal Transit Act, as amended, 49 U.S.C. Section 1610; the Council on Environmental Quality Regulations, 40 CFR. Part 1500 et seq; and the joint FHWA/FTA Regulations, "Environmental Impact and Related Procedures," at 23 CFR. Part 771 and 49 CFR. Part 622. The contractor shall be responsible for reporting any violations of those laws, regulations, and orders to the FTA and the EPA Assistant Administrator for Enforcement (EN-329).

SGP – 10.16 Energy Conservation

The contract shall comply with mandatory standards and policies relation to energy efficiency which are contained in the applicable state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

SGP – 10.17 Certification Regarding Debarment

Before entering into a subcontract having a value of $25,000.00 or more, each potential subcontractor at any tier shall provide a signed Certification of Lower-Tier Participants Regarding Debarment which shall be submitted to the Procurement Officer (Federal Aid).

SGP – 10.18 Fly America Requirements

The Contractor shall comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR §§ 301-10.131 through 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of individuals and their personal effects or property acquired for the project, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SGP – 10.19 Recycled Products/Recovered Materials

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. To the extent applicable, the Contractor shall:

1. Certify that the percentage of recovered materials to be used in the performance of the Contract will be at least the amount required by applicable specifications or other contractual requirements, and

2. Estimate the percentage of total material utilized for the performance of the Contract which is recovered materials.

SGP – 10.20 Seismic Safety Requirements

The Contractor shall comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq*., in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and

comply with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

SGP – 10.21 Access To Records And Reports (GP – 7.36, Retention of Records)

The following access to records requirements apply to this Contract:

1. The Contractor shall provide, and shall cause its subcontractors at any tier to provide, to the U.S. Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g) and to all third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

2. The Contractor shall provide, and shall cause its subcontractors at any tier to provide the Administration and the FTA Administrator or their authorized representatives, including any PMO Contractor, access to the Contract's records and construction sites.

3. The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

5. The Contractor shall include, and cause its subcontractors at any tier, to include the provisions of this SGP 10.21 in each subcontract under this Contract.

SGP – 10.22 No Obligation by the Federal Government

Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, subcontract, or other arrangement at any tier, absent its express written consent, the Federal Government has no obligations or liabilities to the Contractor or any other participant at any tier of the project.

The Contractor shall include this clause in each subcontract and purchase order issued under the Contract. It is further agreed that the clause shall not be modified, except to identify the parties who will be subject to its provisions.

SGP – 10.27 Clean Water Requirements

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377 and the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6. The Contractor agrees to report each violation to

the Administration and understands and agrees that the Administration will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $100,000.

SGP – 10.28 Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, as these regulations, policies, procedures, and directives may be amended from time to time, including without limitation those listed directly or by reference in the Master Agreement applicable to this Contract between the Administration and FTA. The Contractor's failure to so comply shall constitute a material breach of this contract.

SGP – 10.29 Clean Air

The Contractor agrees to comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and all applicable standards, orders or regulations issued pursuant thereto, as they may be amended from time to time, including, without limitation, 40 CFR Parts 85, 86, 93 Part A, and 600. The Contractor agrees to report each violation to the Administration and understands and agrees that the Administration will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $100,000.

SGP – 10.30 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as revised on April 14, 2009, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Administration requests which would cause the Administration to be in violation of the FTA terms and conditions.

SGP – 10.31 Changes in Requirements

Federal requirements cited above may change and the changed requirements shall be applicable to this contract as required. It is understood by the contractor that all limits or standards set forth above to be observed in the performance of the contract services are minimum requirements.

SGP – 10.32 FTA Project Sign

A. General: The Contractor shall provide, erect, maintain, and remove upon final acceptance of the work, one FTA project sign at each major entrance to the Project. The exact number of the FTA project signs shall be as indicated in the Special Provisions. The location of signs shall be as directed by the Procurement Officer.

B. Materials: The signs shall be ¾ inch thick, 5-ply exterior A-B grade plywood. Posts shall by 4 by 6 inch construction-grade lumber, pressure-preservative treated, 10 feet long.

C. Construction: The overall size of the sign shall be 4 feet by 8 feet in the shape of a parallelogram, primed with one coat of primer sealer and painted red, white and blue with two (2) coats of semi-gloss enamel. The exact size, dimensions, colors, and wording shall be in accordance with Figure 1.

D. Installation: The signs shall be bolted to the posts, using at least two ½ inch bolts per post. Washers shall be used between the bolts and the sign faces and the posts and the nuts. The posts shall be set into the ground to a depth of 3 feet, 6 inches, with the bottom of the sign 2 feet 6 inches above the ground.

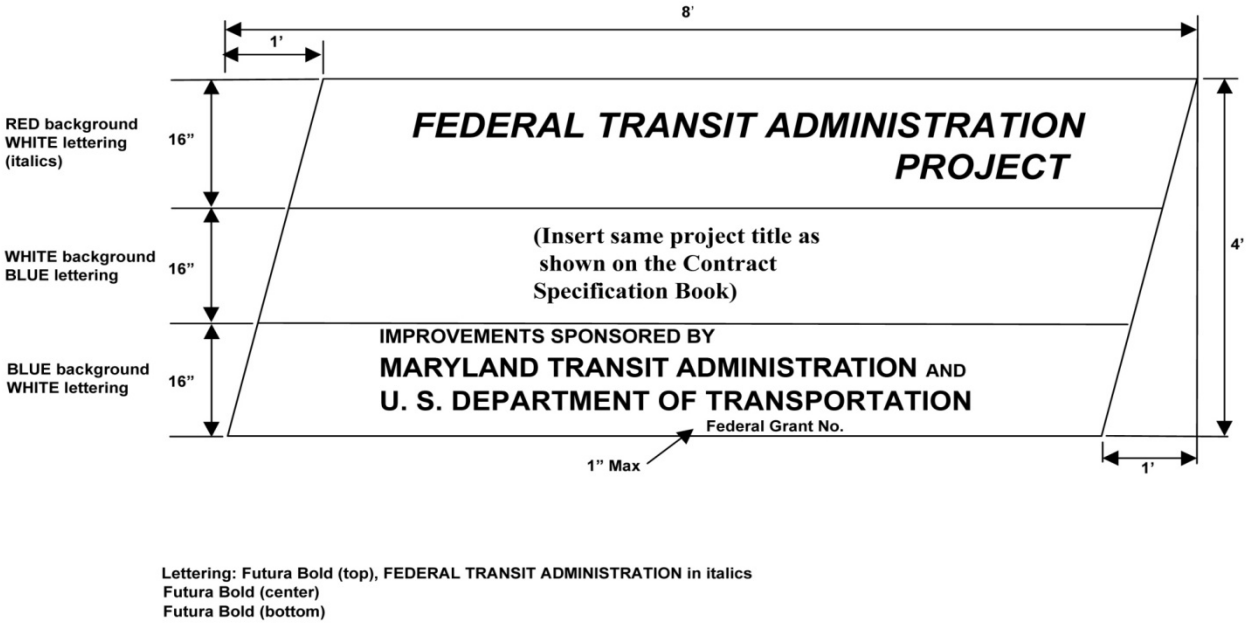

FIGURE 1 - FTA Project Sign

SGP – 10.33 No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

ATTACHMENT T

FEDERAL

WAGE

RATES

FOR

T-0862-1940

Baltimore Red Line

C-19 Reforestation and Landscaping

Addendum No 2

General Decision Number: MD140045 05/30/2014 MD45

Superseded General Decision Number: MD20130045

State: Maryland

Construction Type: Building

County: Baltimore City County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	04/11/2014
4	05/30/2014

* ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

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CARP0101-010 07/01/2011

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Drywall Finishing, Form Work, Metal Stud Installation and Scaffold Building)	$ 24.84	11.00

CARP0101-015 04/01/2011

	Rates	Fringes
MILLWRIGHT	$ 27.91	11.25

CARP0101-016 07/01/2011

	Rates	Fringes
PILEDRIVERMAN	$ 24.84	11.00

ELEC0024-012 06/01/2013

	Rates	Fringes

ELECTRICIAN (Including low
voltage wiring for and
installation of alarms; HVAC
controls).....$ 35.10 5.25%+14.24

ELEC0024-013 06/03/2013

	Rates	Fringes
ELECTRICIAN (Communication and Sound Equipment).....	$ 24.63	11.62

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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ENGI0037-029 04/01/2013

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 25.43	12.85+a
OPERATOR: Bulldozer.....	$ 27.38	12.85+a
OPERATOR: Crane (All Cranes and Tower Cranes).....	$ 29.44	12.85+a
OPERATOR: Excavator.....	$ 27.38	12.85+a
OPERATOR: Forklift.....	$ 27.38	12.85+a
OPERATOR: Gradall.....	$ 27.38	12.85+a
OPERATOR: Loader (Front End)		
1 1/4 yards and over.....	$ 27.38	12.85+a
1 Yard and Under.....	$ 25.43	12.85+a
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	$ 27.38	12.85+a
OPERATOR: Roller excluding Asphalt.....	$ 21.80	12.85+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

IRON0016-012 04/01/2013

	Rates	Fringes
GLAZIER.....	$ 26.88	17.55
IRONWORKER (Fence Erection-Chain Link/Cyclone).....	$ 26.63	17.55
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	$ 26.88	17.55
IRONWORKER, SHEETING.....	$ 27.13	17.55

LABO0710-004 04/01/2010

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	$ 16.61	5.41

PAIN0051-023 06/01/2013

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Paperhanging	$ 24.89	8.91
Industrial	$ 29.18	8.91

PLAS0891-005 07/01/2013

	Rates	Fringes
PLASTERER	$ 28.33	5.85

PLAS0891-006 02/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 27.15	9.61

PLAS0891-008 08/01/2013

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler	$ 16.50	3.89
Mixer/Pump	$ 18.50	3.89
Sprayer	$ 23.00	3.89

PLUM0486-012 06/01/2013

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)	$ 36.495	16.79

ROOF0030-033 08/01/2012

	Rates	Fringes
ROOFER, Excludes Installation of Metal Roofs	$ 24.39	8.48

SHEE0100-026 01/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation)	$ 30.26	16.65

SUMD2010-079 04/30/2010

	Rates	Fringes
ABATEMENT WORKER: ASBESTOS		

(Removal from Mechanical
Systems).....$ 12.51 3.91

BRICKLAYER (Excludes
Pointing, Caulking and
Cleaning).....$ 22.81 4.54

CARPENTER (Acoustical Ceiling
Installation Only).....$ 16.00 2.60

ELEVATOR MECHANIC.....$ 29.66 9.34

LABORERS
Common or General; Brick
and Stone Mason Tenders.....$ 13.03 2.75
Grade Checker.....$ 16.00 2.90
Landscape.....$ 10.00
Mason Tender for Pointing,
Caulking and Cleaning.....$ 12.47
Mortar Mixer.....$ 16.61 9.08
Pipelayer.....$ 14.29 5.90

MASON - STONE.....$ 29.82 10.05

OPERATOR: Asphalt Roller.....$ 21.35 5.38

OPERATOR: Backhoe.....$ 19.92 7.42

OPERATOR: Boom.....$ 21.44 8.29

OPERATOR: Grader/Blade.....$ 16.75 5.79

PLUMBER.....$ 27.33 8.95

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....$ 19.31 0.00

SHEET METAL WORKER (Metal
Roofs Installation).....$ 20.71 6.23

SPRINKLER FITTER (Fire
Sprinklers).....$ 27.69 4.94

TILE FINISHER.....$ 17.32 0.00

TILE SETTER.....$ 21.38 4.65

TRUCK DRIVER: Dump Truck.....$ 15.40 1.96

TRUCK DRIVER: Tractor Haul
Truck.....$ 17.87 9.98

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued

as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

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

General Decision Number: MD140028 04/11/2014 MD28

Superseded General Decision Number: MD20130028

State: Maryland

Construction Type: Heavy

County: Baltimore City County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	04/11/2014

CARP0101-014 07/01/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	$ 24.84	11.00

CARP0101-015 04/01/2011

	Rates	Fringes
MILLWRIGHT.....	$ 27.91	11.25

CARP0101-016 07/01/2011

	Rates	Fringes
PILEDRIVERMAN.....	$ 24.84	11.00

ELEC0024-002 06/01/2013

	Rates	Fringes
ELECTRICIAN.....	$ 35.10	5.25%+14.24

ENGI0037-024 04/01/2013

	Rates	Fringes
OPERATOR: Backhoe.....	$ 26.45	12.15+a
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	$ 23.49	12.15+a
OPERATOR: Bulldozer.....	$ 26.45	12.15+a
OPERATOR: Drill.....	$ 26.45	12.15+a
OPERATOR: Excavator 120,000 lbs. and Under.....	$ 26.45	12.15+a
Long and Ultra High Reach Excavators; Excavators Over 120,000 lbs.....	$ 27.45	12.15+a
Mini-Excavators.....	$ 25.55	12.15+a
OPERATOR: Gradall.....	$ 27.45	12.15+a

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OPERATOR:  Grader/Blade..........$ 27.45          12.15+a
OPERATOR:  Loader
     Front End Loaders 1 1/4
     yards and over..............$ 26.45          12.15+a
     Front End Loaders 1 Yard
     and Under...................$ 25.55          12.15+a
OPERATOR:  Mechanic..............$ 26.45          12.15+a
OPERATOR:  Paver  (Asphalt,
Aggregate, and Concrete).........$ 26.45          12.15+a
OPERATOR:  Piledriver............$ 27.45          12.15+a
OPERATOR:  Roller................$ 25.55          12.15+a

  a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
  Day, Labor Day,  Thanksgiving Day and Christmas Day.

-----------------------------------------------------------------
 IRON0016-014 04/01/2013

                                  Rates          Fringes

IRONWORKER, REINFORCING..........$ 26.88            17.55
-----------------------------------------------------------------
 LABO0710-006 04/01/2010

                                  Rates          Fringes

LABORER:  Common or General......$ 15.45             5.41
LABORER:  Landscape..............$ 15.45             5.41
LABORER:  Mason Tender -
Cement/Concrete..................$ 16.61             5.41
-----------------------------------------------------------------
 PAIN0051-021 06/01/2013

                                  Rates          Fringes

PAINTER (Steel)..................$ 32.66             8.91
PAINTER:  Brush, Roller, and
Spray............................$ 24.89             8.91
-----------------------------------------------------------------
* PLAS0891-006 02/01/2014

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 27.15             9.61
-----------------------------------------------------------------
 PLUM0486-015 06/01/2013

                                  Rates          Fringes

PLUMBER/PIPEFITTER...............$ 36.495           16.79
-----------------------------------------------------------------
 TEAM0311-006 06/01/2012

                                  Rates          Fringes

TRUCK DRIVER:  Lowboy Truck......$ 27.66         8.00+a+b

  a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
  Day, Labor Day, Thanksgiving Day and Christmas Day.
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b. VACATION: Employees with 1 year of service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

c. HEALTH AND WELFARE: $881 per month

SUMD2010-067 07/08/2010

	Rates	Fringes
BRICKLAYER	$ 18.70	0.00
CARPENTER, Excludes Form Work	$ 19.00	2.52
IRONWORKER, STRUCTURAL	$ 23.80	11.63
LABORER: Flagger	$ 15.71	8.58
LABORER: Grade Checker	$ 14.62	3.08
LABORER: Mason Tender - Brick	$ 15.93	7.83
LABORER: Pipelayer	$ 12.85	2.04
OPERATOR: Crane	$ 22.00	8.85
OPERATOR: Trackhoe	$ 20.47	10.20
TRUCK DRIVER: Dump Truck	$ 11.84	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that

classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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:

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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

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

General Decision Number: MD140008 01/24/2014 MD8

Superseded General Decision Number: MD20130008

State: Maryland

Construction Type: Residential

County: Baltimore City County in Maryland.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014

CARP0101-008 07/01/2011

	Rates	Fringes
CARPENTER (Drywall Hanging and Finishing ONLY)	$ 24.84	11.00

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* ELEV0007-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC	$ 41.65	26.785+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years of service or more; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

SUMD2010-032 03/05/2010

	Rates	Fringes
BRICKLAYER	$ 20.60	0.00
CARPENTER (Batt Installation Only)	$ 11.88	0.50
CARPENTER, All other work	$ 16.50	5.29
CEMENT MASON/CONCRETE FINISHER	$ 13.77	0.00
ELECTRICIAN	$ 24.97	0.81
FENCE ERECTOR	$ 9.75	0.00
LABORER: Common or General	$ 11.65	0.00

LABORER: Landscape	$ 10.39	0.00
LABORER: Mason Tender - Brick	$ 12.26	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.84	0.00
LABORER: Pipelayer	$ 14.59	1.17
OPERATOR: Backhoe	$ 15.51	4.11
OPERATOR: Bulldozer	$ 16.75	5.03
OPERATOR: Loader	$ 19.89	0.00
OPERATOR: Roller	$ 12.50	0.00
PAINTER: Brush and Roller	$ 14.54	0.88
PIPEFITTER (HVAC Pipe Installation Only)	$ 16.72	4.25
PLUMBER	$ 24.36	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 15.62	1.20
SPRINKLER FITTER (Fire Sprinklers)	$ 23.52	10.49

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first

four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

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:

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

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END OF GENERAL DECISION

General Decision Number: MD140066 01/03/2014 MD66

Superseded General Decision Number: MD20130084

State: Maryland

Construction Type: Highway

County: Baltimore City County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

SUMD2013-008 07/30/2013

	Rates	Fringes
CARPENTER	$ 24.84	12.02
CEMENT MASON/CONCRETE FINISHER	$ 23.21	8.12
ELECTRICIAN	$ 34.60	16.01
IRONWORKER, STRUCTURAL AND REINFORCING	$ 26.88	17.24
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.73	15.05
Laborer: Common or General including Flagger	$ 15.32	5.85
LABORER: Concrete Worker	$ 16.90	5.85
LABORER: Grade Checker	$ 18.55	5.58
LABORER: Luteman	$ 18.34	15.05
LABORER: Mason Tender - Cement/Concrete	$ 18.55	10.31
LABORER: Pipelayer	$ 22.53	6.82
OPERATOR: Backhoe/Excavator/Trackhoe	$ 25.75	11.80
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 22.34	11.55
OPERATOR: Boom	$ 22.96	0.00

OPERATOR: Broom/Sweeper.....$ 24.85 11.80

OPERATOR: Bulldozer.....$ 25.75 11.80

OPERATOR: Crane.....$ 29.30 13.35

OPERATOR: Forklift.....$ 24.85 11.80

OPERATOR: Gradall.....$ 26.75 11.80

OPERATOR: Grader/Blade.....$ 26.75 11.80

OPERATOR: Loader.....$ 25.75 11.80

OPERATOR: Mechanic.....$ 25.75 11.80

OPERATOR: Milling Machine.....$ 25.75 11.80

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 24.85 11.80

OPERATOR: Piledriver.....$ 25.89 8.18

OPERATOR: Roller.....$ 24.85 11.80

OPERATOR: Scraper.....$ 24.57 11.80

PAINTER.....$ 31.86 8.97

TRUCK DRIVER: Dump Truck.....$ 16.30 2.66

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that

classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

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

ATTACHMENT U

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION

RED LINE LIGHT RAIL

Contract Specifications Book

REFORESTATION AND LANDSCAPING

ADDENDUM NO 2

CONTRACT NO. T-0862-1490

DATE: JULY 21, 2014

REFORESTATION AND LANDSCAPING

CONTRACT NO. T-0862-1940

CONTRACT SPECIFICATIONS BOOK

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SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. The Work of this Contract includes, but is not limited to, the following:
   1. Trees, Shrubs, and Turf and Meadow Seeding:
      a. Prior to planting trees and shrubs, and prior to seeding; de-compact soils where necessary.
      b. Furnish, plant, and maintain street trees and shrubs on portions of Edmondson Avenue and President Street in Baltimore City within the Baltimore City park located in the Chesapeake Bay Critical Area.
         1) Furnish and plant the trees and shrubs shown on the Contract Drawings, including preparing tree pit locations; applying soil amendments; pruning, wrapping, mulching, staking, and watering the trees; and installing deer protection on the trees.
         2) Some tree planting locations are in areas of open lawn, some are in existing open tree pits, and some are where the City of Baltimore will remove existing dead or undesirable trees prior to the street tree planting contained in this Contract.
      c. Furnish and apply meadow and turf seeding, as shown on the Contract Drawings.
   2. Invasive Species Control:
      a. Fell, cut, chip, mow, and remove invasive plant species as shown on the Contract Drawings, and dispose of debris at an offsite location approved by the Engineer.
      b. Apply herbicides to control invasive plant species.
      c. Prior to disposing of invasive plant debris, locate an offsite area approved by the Engineer for disposal of invasive plant debris.
   3. Protection and Repair of Existing Conditions:
      a. Install, maintain during construction, and remove erosion and sediment control measures in accordance with the Maryland Department of the Environment (MDE) and Baltimore City requirements.
         1) Furnish and install temporary seed and mulch for erosion control.
      b. Install, maintain during construction, and remove temporary orange construction fence to protect existing trees to remain, wetlands, and waterways shown on the Contract Drawings.
      c. Protect existing paved surfaces and restore paved areas damaged during construction.
   4. Two-Year Care and Replacement Period:
      a. Following the initial planting season, provide an additional 2 years of care and replacement of planted material including watering, pruning,

mulching, supplemental fertilization, pest control, and removing dead or unhealthy plants and replacing them with new healthy plants.

b. Following the initial planting season, provide 2 years of invasive plant control, including mechanical and chemical control measures as shown on the Contract Drawings.

c. Maintain the trees, shrubs, and grasses during the Two-Year Care and Replacement Period.

5. Laydown and Storage Area:

a. Locating a laydown and storage area for delivery and storage of construction materials.

1.02 CONTRACT DOCUMENTS

A. Perform the Work in accordance with the following documents:

1. The General Provisions for Construction Contracts dated October 2001, issued by the Maryland Department of Transportation; and the Supplemental General Provisions for Construction Contracts issued by the Maryland Transit Administration; the State of Maryland Notice to Vendors; and various other forms, exhibits, and attachments; all contained in the Invitation For Bids (IFB).
2. The Divisions 01 through 49 Special Provisions; and the List of Contract Drawings, Standard Plates, MTA Project Safety Plan, and other Appendices; all contained in the Contract Specifications Book.
3. The Contract Drawings and reference drawings, contained in the Contract Specifications Book or bound separately in the Contract Drawings Book(s).

1.03 COMPLETION TIME, LIQUIDATED DAMAGES, AND OTHER SCHEDULE REQUIREMENTS

A. Pursuant to General Provisions Articles GP-8.02 and GP-8.03, commence work on or before the date specified in the Notice to Proceed (NTP) and complete the entire work within 1095 calendar days.

B. In the event that the Contractor fails to complete the specified work within the specified number of days after Notice to Proceed, with the exception of extensions granted by change order, liquidated damages in the amount of $850.00 will be assessed pursuant to General Provisions Article GP-8.09 for each calendar day the completion of the specified work is delayed. The Contractor shall pay to the Administration the applicable amount specified and pursuant to General Provisions Article GP-8.09 as liquidated damages for every additional calendar day in excess of the number of days prescribed. The Administration may deduct the sum of liquidated damages from any monies due or that may become due the Contractor under the Contract, or if such monies are insufficient, the Contractor or sureties thereof shall pay to the Administration any deficiency within 30 calendar days.

WORK ITEM	NUMBER OF CALENDAR DAYS	LIQUIDATED DAMAGES PER CALENDAR DAY
Completion of Construction Work	365	$850.00
Care & Replacement Period	365 + 730	$0.00

C. Other schedule requirements are given in Section 01325 “Progress Schedules and Reports”.

1.04 CONTRACTOR REPRESENTATIVES

A. Designate in Writing within five (5) days after receiving the Notice to Proceed (NTP), the name, official mailing address and telephone number of the Contractor's representative having complete authority to represent and to act for the Contractor.

B. Once the Contractor representative has been designated, do not change the individual without notifying and obtaining the permission of the Engineer.

1.05 SUBMITTALS

A. Make submittals in accordance with Section 01300 “Submittals”.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 SUMMARY OF WORK

A. Measurement:
   1. The Summary of Work will not be measured for payment.

B. Payment:

1. The Summary of Work will not be paid for directly, but will be considered incidental to the appropriate work item.

4.02 STATE HIGHWAY ADMINISTRATION (SHA) SPECIFICATIONS AND SPECIAL DETAILS

A. If the Work includes items specified in the Maryland Department of Transportation State Highway Administration (SHA) Standard Specifications for Construction and Materials or depicted on SHA Special Details, and measurement and payment provisions are listed in these specifications or on these Special Details, ignore the measurement and payment provisions described in the SHA Standard Specifications for Construction and Materials or on the SHA Special Details and measure and pay for the items depicted there as specified in these Special Provisions of this Contract.

END OF SECTION

SECTION 01130

CONSTRUCTION PROCEDURES

PART 1: GENERAL

1.01 DESCRIPTION

A. Section Includes:
   1. Requirements for performing the following Work:
      a. Mobilization
      b. Pre-construction Meeting
      c. Construction Layout
      d. Safety and Health Requirements
      e. Protection of Utilities
      f. Protection of Property
      g. Fire Protection
      h. Offsite Disposal of Material
      i. Measurement of Quantities
      j. Final Inspection

B. Related Sections:
   1. Section 01300 – Submittals
   2. Section 01440 – Quality Assurance and Quality Control

1.02 MOBILIZATION

A. Mobilize by preparing the construction equipment, materials, supplies, appurtenances and other items for commencing and prosecuting the Work; and subsequently upon completion of the Work demobilize and remove the same construction equipment, appurtenances, and other items from the site.

B. Mobilization includes:
   1. Assembly and delivery to the site of plant, equipment, materials and supplies necessary for the prosecution of the Work that are not intended to be incorporated into the Work
   2. Clearing of and preparation of the Contractor's work area.
   3. The complete assembly in working order of all equipment necessary to perform the required Work.
   4. Personnel services and work preparatory to commencing actual work.
   5. Other items for which payment is provided under this Contract.

C. Unless the Contractor’s Quality Control Plan (CQC Plan) specified in Special Provision Section 01440 “Quality Assurance and Quality Control” is submitted, and this CQC Plan is subsequently approved by the Engineer, mobilization is not considered to be complete.

1.03 PRE-CONSTRUCTION MEETING

A. Requirements for the pre-construction meeting are specified in Supplementary General Provision Section SGP-3.03.

B. After Award of the Contract, the Engineer will request the participation of the Contractor in a pre-construction meeting. The date, time, and agenda of the meeting will be determined by the Engineer. Minutes of the meeting will be prepared by the Engineer.

1.04 CONSTRUCTION LAYOUT

A. Employ a Registered Land Surveyor licensed in the State of Maryland and state of the art equipment for the engineering work required to set and maintain the lines, elevations, and dimensions as specified in the Contract Documents. As the Work progresses, do the following:
   1. Verify that the field locations of the established base lines and bench marks correspond with figures shown on the Contract Drawings. Include verification to the nearest established reference points beyond the limits of this Contract.
   2. Establish bench marks and base lines showing exact elevations and other lines and dimensional reference points as required for the execution of the Work.
   3. Field-check the structure and surveys as required by the technical sections of the Special Provisions.

B. Verify all existing dimensions and grades shown on the Contract Drawings. Notify the Engineer in writing of any discrepancies found. Check the Contract Drawings against established lines and grades and notify the Engineer in writing of all discrepancies found before proceeding with the work.

C. Furnish a certificate signed by the Registered Land Surveyor warranting that all principal lines, levels, and dimensions are accurately established in accordance with the Contract Drawings.

D. Submit all drawings and survey notes in accordance with Section 01300 “Submittals”.

E. Exercise care in the preservation of monuments, stakes, and bench marks set by the Engineer and reestablish them at no additional cost to the Administration when any are damaged or destroyed.

1.05 CONSTRUCTION SAFETY AND HEALTH REQUIREMENTS

A. Refer to the General Provisions Section GP-7 for safety and health requirements.

B. In accordance with and in addition to the General Provision's Articles GP-7.05 and GP-7.06 and Supplementary General Provision Article SGP-7.10, the Contractor is responsible for doing the following:
   1. Ensuring observance of the most stringent provisions of the applicable statues and regulations of the State of Maryland or political subdivisions in which the Work is being performed, as well as the OSHA provisions pertaining to the safe performance of the Work.
   2. Ensuring that the methods of performing the Work do not involve undue danger to the personnel employed thereon, the public, and public and private property as specified in the General Provision Article “Public Convenience and Safety”.
   3. Should charges of violation of any of the above be issued to the Contractor in the course of the Work, submitting a copy of each charge immediately to the Engineer.

C. Contractor Safety and Health Plan (CSHP):
   1. Develop a Contract-specific Contractor Safety and Health Plan (CSHP) that complies with the requirements for accident prevention, safety training and education, reporting, first-aid, fire protection, and housekeeping specified in 29 CFR 1926; MTA Contractor Safety and Health Plan Guidelines; and other State occupational safety guidelines related to the worker and the public.
   2. The Contractor Health and Safety Plan must at a minimum include or address the following:
      a. The names, titles, and emergency telephone numbers for the Contractor’s Project Manager, Safety Superintendent, and Project Superintendent.
      b. Emergency contact information, including phone numbers and methods of communicating with emergency services and others.
      c. Safety training and education, including new employee orientation and hazard awareness briefing.
      d. Investigating and reporting incidents, including employee and non-employee injuries, accidents, near misses, and statistics.
      e. Medical and first-aid resources, including doctors, hospitals, and ambulance services.
      f. Fire protection, including extinguishers, onsite fire crew, and local fire departments.
      g. Security and other emergency services which may become necessary, such as local police departments, or hazmat services.
      h. Housekeeping, including clean-up, temporary electrical service, and trash removal.
      i. Sanitation, including potable water, toilets, work areas, and wash facilities as needed.
      j. Personal protective equipment (PPE).
      k. Specific safety programs such as fall protection, excavation, steel erection, hazardous waste operations, confined space entry, and similar type programs.
      l. Hazardous materials and contaminated materials handling and disposal.

m. Emergency procedures including methods of communicating and site-specific safety rules and procedures for dealing with the types of risk expected to be encountered on the site
n. Routine inspection schedules for verifying compliance with applicable laws and regulations.
o. Security procedures to prevent theft, vandalism, and other losses at the site.
p. References to the standards, codes, rules, and regulations applicable to construction and safe and healthful working conditions for Contractor employees and the public in the State of Maryland and the local jurisdictions in which the Work will take place, including the "MTA Project Safety Plan".
q. Site specific requirements for unique construction activities such as tunneling.

3. Within 5 calendar days after the Notice of Intent to Award (NITA) is issued, submit a written draft of a "Project Specific Safety and Health Plan" to the Engineer for approval by the MTA Office of Safety Quality Assurance Risk Management (OSQARM), through the MTA Construction Management Division (CMD).
   a. The MTA Office of Safety Quality Assurance Risk Management (OSQARM) and MTA Construction Management Division (CMD) will review and comment upon the draft "Project Specific Safety and Health Plan", and may approve, disapprove, or conditionally approve the Plan.
   b. Revise the "Project Specific Safety and Health Plan" in response to comments generated by OSQARM and CMD.
   c. The Administration may allow work to proceed prior to approval of the "Project Specific Safety and Health Plan", or may prohibit the start of Work until the Plan is approved.
4. Submit the Contractor Safety and Health Plan (CSHP), which is the "Project Specific Safety and Health Plan" as revised to comply with the MTA OSQARM's comments, to the Engineer at the Preconstruction Conference for review and further discussion at the initial Safety Meeting.
   a. Revise the Contractor Safety and Health Plan (CSHP) in response to comments generated at the initial Safety Meeting.
5. Do not commence work at the site until the Contractor Safety and Health Plan (CSHP) has been approved, or the Administration allows the Work to proceed prior to approval of the Plan.

D. Safety Superintendent:
1. Employ a full-time Safety Superintendent who has the specialized training and experience in construction safety supervision, is thoroughly familiar with OSHA requirements, and is acceptable to the Engineer.
2. Assign the Safety Superintendent exclusively to supervise the safety of persons on or about the Work and property affected by the Work.

E. First Aid Stations:
1. Establish and fully equip a first aid station at the Work site.
2. Ensure a qualified first aid attendant is on duty in the station whenever the work is in progress, except when first aid attendant is on emergency calls at the site.

1.06 PROTECTION OF UTILITIES

A. Utilities known to the Administration are shown on the Contract Drawings. The locations of these utilities are not guaranteed, nor is there any guarantee that other utilities are not present. Unless otherwise specifically provided, the Contractor shall cause no interruption of service and protect utilities from damage.

B. Prior to performing excavation or grading at any location, contact the Utility Services Protection Center, “Miss Utility”, 1-800-257-7777. This will allow Utility companies time to properly mark the location of their facilities. Do not commence work until the Utility companies affected have properly located their facilities to prevent damage to the utilities. Contact “Miss Utility” between the hours of 7:00 am and 5:00 p.m., Monday through Friday, excluding holidays and at least 48 hours in advance of the proposed work. In making the notification, the Contractor shall:
   1. State the nature of the work to be done.
   2. Give the location of the job.
   3. Advise the utilities of the time and date that the Contractor's work will start.

C. Exercise care when digging adjacent to and crossing any existing utilities. For overhead facilities, adhere to the Maryland High Voltage Line Act.

D. Establish and maintain direct contact with the owner or operator of each utility which may be affected by the Work, and proceed with work which may affect a utility only with the cooperation and approval of the utility owner and the Engineer.

E. Before commencing work verify the location of all utilities in the vicinity of the Work, and submit a plan for performing the Work to the Engineer for approval.

1.07 PROTECTION OF PROPERTY

A. In addition to the Contractor’s responsibilities specified in General Provision Article GP-7.11, the Contractor is responsible for the requirements specified hereinafter.

B. Existing Facilities:
   1. Take positive action to protect all existing facilities from any damage resulting from construction operations unless modifications to the facilities are required as part of the Contract. Where modifications to existing facilities are required, provide such modifications as shown on the Contract Drawings.
   2. Protect all paving, landscaping, and utilities from damage.
   3. Protect all finished surfaces, against any possible damage.
   4. Provide and maintain adequate protection for all adjacent structures. When required by law, or for the safety of the Work, shore, brace, underpin or otherwise protect those portions of adjacent structures which maybe affected by the work. Prior to commencement of any part of the

Work, give any notice required to be given to adjoining landowners or other parties.

5. Items removed for the convenience of the Contractor or to expedite his operations shall be restored, repaired, reinstalled or replaced with new work and refinished, as appropriate, to a condition equal to or better than existed prior to the commencing of the Work. Materials and workmanship used in repair or restoration work shall conform in type and quality to original existing construction.
6. Inspect existing items to be altered, extended, salvaged or relocated and reused. If an existing item is found to be defective in any way, report the condition to the Engineer before the item is disturbed.

C. New Work:
1. Ensure finished surfaces of items are clean and not marred upon acceptance of the Work. Refinish all surfaces that have been damaged.
2. Provide and maintain protection at all times against weather so as to preserve all work, materials and fixtures free from injury or damage.
3. Do not load or permit any part of a structure to be so loaded as to either create an unsafe condition or affect its structural integrity.
4. Do not use items of equipment that are intended to form a part of the completed work as construction equipment without specific approval from the Engineer in each instance.

D. Repair of Damage:
1. Repair all damage to surfaces or facilities, which are to remain in place, as directed by the Engineer.
2. Ensure that repairs result in conditions equal in strength to the previous conditions.
3. Ensure repaired surfaces are identical in color and texture to the adjacent existing materials, except where materials can not be matched. When the area cannot be matched, refinish the affected area and surrounding area to give a uniform appearance acceptable to the Engineer and the owner of the damaged facility.

1.08 FIRE PROTECTION

A. Provide temporary fire protection for use during the term of the Contract, subject to approval of the Engineer.

B. Comply with provisions for fire protection systems and equipment as required by OSHA, Safety and Health Regulations for construction, 29 CFR 1926, Subpart F - Fire Protection and Prevention.

1.09 OFFSITE DISPOSAL OF MATERIAL

A. Unless otherwise specified elsewhere in the Special Provisions, make arrangements for disposing of waste outside the worksite, and pay all associated costs.

B. Prior to disposing of material outside the work site, obtain written permission from the owner on whose property the disposal is to be made.
   1. File with the Engineer the permit, or a certified copy of the permit, together with a written release from the property owner absolving the Administration from responsibility in connection with the disposal of material on said property.

1.10 MEASUREMENT OF QUANTITIES

A. All work to be paid for at the Contact price per unit of measurement will be measured by the Engineer in accordance with U.S. Standard Measures.
   1. A ton consists of 2,000 pounds avoirdupois.

B. Weigh material paid for by weight on accurate, approved scales, furnished by and at the expense of the Contractor. Use platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed. Combinations of vehicles may be weighed as separate units provided that they are disconnected while being weighed. Have all scales inspected and certified as often as the Engineer may deem necessary to ascertain accuracy. Costs incurred as a result of regulating, testing, inspecting, and certifying scales shall be borne by the Contractor.

C. The Engineer may be present to witness the weighing and to check and compile the daily record of such scale weights; however, in any case, the Engineer will require the Contractor furnish weigh slips and daily summary weigh sheets. In such cases, furnish a duplicate weigh slip or a load slip in each vehicle weighed and deliver the slip to the Engineer at the point of material delivery.

D. Weigh trucks used to haul material being paid for by weight empty on a daily basis and at such times as the Engineer may require. Each truck shall bear a plainly legible identification mark. The Engineer may require the weight of the material to be verified by weighing empty and loaded trucks on such other scales as the Engineer may designate.

E. When material is to be measured and paid for on a volume basis use the average end method and when impractical to determine the volume by specific method of measurement, or when requested by the Contractor in writing and approved by the Engineer in writing, the material can be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume for payment purposes. The factor for conversion from weight must be agreed to by the Contractor before such method of measurement of pay quantities can be adopted.

F. When metering devices are required in the Specifications or are used to measure the quantity of liquids used in the work, the metering devices shall be inspected and tested for accuracy at the Contractor's expense as often as the Engineer may deem necessary.

G. Full compensation for the expenses involved in conforming to the requirements for measuring and weighing materials shall be considered as included in the unit prices for the materials being measured or weighed, and no additional compensation will be allowed therefor.

H. Quantities of material wasted or disposed of in a manner not called for under the Contract; rejected loads of materials, including material rejected after it has been placed by reason of the Contractor's failure to conform to the provisions of the Contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the Contract Drawings or established by the Engineer; or material remaining on hand after completion of the work will not be paid for, and such quantities will not be included in the final total quantities. No compensation will be allowed for loading, hauling and disposing of unused rejected material.

1.11 FINAL INSPECTION

A. Notify the Engineer at least 10 calendar days in advance of the date the work of each bid item will be fully complete and ready for final inspection.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 MOBILIZATION

A. Measurement:
   1. The work required under this Section will not be measured for payment.

B. Payment:
   1. Fifty percent of the Lump Sum Price shown in the Unit Price Schedule for the item MOBILIZATION will be payable on the first monthly invoice subsequent to the Contractor's moving in all necessary facilities and performing all work, as described above, that will enable work to begin satisfactorily on the preliminary contract items. Further, 25 percent of the first monthly invoice amount due to the Contractor for the item MOBILIZATION will be withheld and released only after the Engineer's approval of the CQC plans. The remaining 50 percent will be payable in equal installments on each of the subsequent monthly invoices, for a

maximum of 5 months, provided that, in the opinion of the Engineer, mobilization continues to proceed satisfactorily. Payment as specified above shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing the work necessary to complete the work described in this Section. Payment for the Lump Sum Price shown in the Unit Price Schedule for the item MOBILIZATION will not be made more than once, regardless of the fact that the Contractor may, for any reason, shut down work on the project or move equipment away from the project and then back again.

4.01 PRE-CONSTRUCTION MEETING

A. Measurement:
   1. The Pre-Construction Meeting required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.02 CONSTRUCTION LAYOUT

C. Measurement:
   1. The Construction Layout work required under this Section will not be measured for payment.

D. Payment:
   1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.03 CONSTRUCTION SAFETY

E. Measurement:
   1. The Construction Safety work required under this Section will not be measured for payment.

F. Payment:
   1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.04 PROTECTION OF UTILITIES

G. Measurement:
   1. The Protection of Utilities work required under this Section will not be measured for payment.

H. Payment:

1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.05 PROTECTION OF PROPERTY

I. Measurement:
   1. The Protection of Property work required under this Section will not be measured for payment.

J. Payment:
   1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.06 FIRE PROTECTION

A. Measurement:
   1. The Fire Protection work required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.07 DISPOSAL OF MATERIAL OUTSIDE THE WORKSITE

A. Measurement:
   1. The Disposal of Material Outside the Worksite work required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.08 MEASUREMENT OF QUANTITIES

A. Measurement:
   1. The Measurement of Quantities work required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection therewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.09 FINAL INSPECTION

A. Measurement:

1. The Final Inspection work required under this Section will not be measured for payment.

B. Payment:
1. All costs in connection with Final Inspection work will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

END OF SECTION

SECTION 01150

INTERFACE REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:
   1. The Contractor's obligations and other pertinent information relative to the various interfaces between the Contractor, the Administration, and other third parties.

B. Related Requirements:
   1. Section 01110: Summary of Work
   2. Section 01130: Construction Procedures.
   3. Section 01300: Submittals.
   4. Section 01310: Coordination and Meetings.
   5. Section 01325: Progress Schedules and Reports.
   6. Section 01500: Temporary Facilities and Control.
   7. Section 01550: Maintenance of Traffic
   8. Section 01570: Environmental Protection

1.02 BASIC INTERFACES

A. The Contractor is responsible for the design, development, and implementation of the interface procedures between its work and work performed by others, and for Contractor’s work at all interface locations with existing Administration and other third party facilities.
   1. Follow the following procedures during installation of all temporary and/or permanent sheeting, shoring, and excavation:
      a. Advise the Engineer of the time schedule of each operation in accordance with the requirements specified in Section 01325 “Progress Schedules and Reports”, and obtain the approval of the Engineer.
      b. Hand-dig exploratory trenches to determine the presence of any underground installation. Before proceeding, backfill and immediately compact these trenches. Perform this work in the presence of the Engineer if deemed necessary.
      c. Protect the excavation with barricades and warning lights provided by the Contractor and as directed by the Engineer.
      d. Install orange safety fence prior to any construction operation. Locate the fence as directed by the Engineer.
      e. After construction is completed, cut off sheet piling 18 inches below existing ground line or finished grade and left in place, unless specified otherwise in the Contract documents and approved in the Contractor's submitted work plan.
      f. Final backfilling shall be as required by the Specifications.

2. All drawings for temporary sheeting and shoring shall be prepared and stamped by a Maryland Registered Professional Engineer and shall be accompanied by complete design computations when submitted for approval.

B. Utilities and other Third Parties Interfaces:
   1. Coordinate all utility and other third party interfaces and notifications directly with the appropriate utility company or third party. Submit a copy of all written correspondence and a transcription of all verbal communication between the Contractor and the utility or third party to the Engineer for information.
   2. For all work under this Contract, any lighting and electric power, where not specifically provided by others, including on a temporary basis when permanent facilities are out of service or not available, shall be provided by the Contractor at no cost to the Administration.
   3. If damage a street light, conduit, or cable are uncovered during construction, notify City of Baltimore Street Lighting Maintenance Inspections and Baltimore Gas and Electric Co. (BGE) immediately.
      a. Prior to construction resuming, repairs must be made by street lighting maintenance, or street lighting maintenance will direct Baltimore Gas and Electric Co. (BGE) to make conditions safe and/or replace cables.

1.03 SPECIFIC INTERFACES

A. Administration Interface:
   1. Comply with the requirements specified for prior notification to the Administration and the receipt of Administration approval for all work.
   2. Administration Interface will be required whenever the Contractor's work occurs on, over, under, or adjacent to Administration right-of-way.
   3. Cooperate fully with the Administration and respond within a period of 7 days following receipt of any request for information on behalf of the Administration and, in case of an emergency, immediately upon request. The Administration will be required to respond within a period of 15 days following receipt of any request for information on behalf of the Contractor and, in case of an emergency, immediately upon request.

1.04 CONTACTS FOR OTHER INTERFACING WORK

A. City of Baltimore Department of Public Works (DPW)
   1. Traffic
      Mr. Joseph Feuka and Robert Ferguson
      Baltimore City Department of Transportation
      Bureau of Transportation
      Transportation Engineering Division
      306 Abel Wolman Municipal Building
      200 N. Holiday Street
      Baltimore, MD 21202
      (443) 829-3555 and (443) 984-2155
      joseph.feuka@baltimorecity.gov
   2. Water
      Baltimore City Water
      Utility Maintenance Division

(410) 396-7870

3. Sanitary Sewer
   Baltimore City Wastewater (Sanitary)
   Utility Maintenance Division
   (410) 396-7870
4. Street Lighting Maintenance Inspections
   (410) 396-4446

B. Maryland State Highway Administration (SHA):
   1. Fiber Optic Cable to Traffic Devices [DMS, cameras, sensors, and similar devices].
      (410) 747-8590, Primary.
   2. Lighting
      Les Townsend
      (410) 321-2800
      (410) 307-2624 [Pager]
      Nextel Direct: 164*75*1654

C. Baltimore Gas and Electric Co. (BGE)/Constellation Power Source Generation LLC (CPSGL):
   1. Electric Distribution
      Baltimore Gas and Electric Co. (BGE)
      Electric Distribution
      (410) 685-0123, General number, use prompts.
   2. Electric Transmission Lines
      (410) 685-0123, General number, use prompts.
   3. Gas
      Baltimore Gas and Electric Co. (BGE)
      (410) 685-0123, General number, use prompts

D. Verizon
   Maintenance Center
   (866) 481-0100

E. Comcast
   Response Call Center
   (410) 649-4944

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.01 INTERFACE REQUIREMENTS

A. Measurement:
   1. Interface Requirements will not be measured for payment, except for Orange Plastic Construction Fence.
   2. Orange Plastic Construction Fence will be measured under Section 01500 “Temporary Facilities and Control”.

B. Payment:
   1. Interface Requirements will not be paid for directly, except for Orange Plastic Construction Fence, but will be considered incidental to the appropriate work item.
   2. Orange Plastic Construction Fence will be paid for under Section 01500 “Temporary Facilities and Control”.
   3. Payment for repairs to damaged street lights, and associated conduit and/or cables, is the responsibility of the Contractor.

END OF SECTION

SECTION 01210

MISCELLANEOUS WORK ALLOWANCE

PART 1 GENERAL

1.01 DESCRIPTION

A. The work covered under this Section includes furnishing all material and equipment; and performing the labor to complete additional work directed by the Engineer.

B. This work shall include, but is not limited to: additional work not included in the scope of any other item in the Proposal Form. This shall include hidden or unforeseen site conditions and approved extra work required by the Engineer after award of the contract, which was not included in the advertised contract documents and within the general scope of the contract.

C. This allowance is for the exclusive use of the Maryland Transit Administration and is to be distributed at its sole discretion. All unused monies remaining in the allowance at contract closeout shall be deleted from the contract.

D. This allowance is for the cost associated with changes related to direct cost only. Changes/Change Orders including time related delay costs such as indirect field, home office overhead, etc. shall not be issued and/or paid under this section.

E. The work covered under this section shall not include any time extension to the contract or to any intermediate milestones.

F. Any work to be performed under this section shall be approved in writing and shall be authorized at the discretion of the Engineer.

PART 2 PRODUCTS

2.01 PRODUCTS AND MATERIALS

A. Any material to be used under this Section shall be approved by the Engineer before purchase.

PART 3 EXECUTION

3.01 EXECUTION

A. The Contractor's methods and techniques which he proposes to utilize in performing the work shall be subject to the review of the Engineer.

B. When this allowance is used for work with items specified elsewhere in these specifications, the work shall be performed in accordance with materials and methods of construction of those items.

C. When the Contractor is entitled to a cost entitlement as a result of additions or changes to the contract for which there are no applicable unit prices, the Engineer shall request a price proposal from the Contractor prior to the start of the work in accordance with Contract Provision GP-4.06 "Changes."

D. The Contractor shall not begin work under this section unless directed by the Engineer in writing. If necessary, plans and details may be generated and provided to the Contractor for each specific condition and area.

3.02 WORK AT CONSTRUCTION SITE

A. The direct cost adjustment requirements of Supplementary General Provision Article 4.03 (SGP-4.03, except Paragraphs G and J) shall apply only to work performed at the construction site and only when a contract direct cost adjustment is negotiated.

3.03 PROFESSIONAL AND TECHNICAL SERVICES

A. The requirement of Supplementary General Provisions Article 4.06 (SGP-4.06) shall apply when a contractor is entitled to an equitable cost adjustment for additional work or changes requiring the services of factory or office base professional and/or technical personnel to perform the work directly attributable to additional work or changes.

3.04 FORCE ACCOUNT WORK

A. Pursuant to the Contractor's proposal, if the Contractor and the Administration cannot reach an agreement, the Administration may require the Contractor to do such work on force account basis. The Contractor's cost entitlement shall be determined for such force account work in accordance with Supplementary General Provisions Article 9.02 (SGP-9.02) "Force Account Work."

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

A. When the installed and accepted work is performed and agreed upon in writing pursuant to the direct cost adjustment requirements of Article SGP-4.03 (Except Paragraphs G and J), requirements of Article SGP-4.06 or requirements of Article SGP-9.02 such work shall be paid from the allowance under “Miscellaneous Work Allowance.”

B. This payment for additional work shall include the costs associated with this additional work.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION

A. This Section specifies the general requirements and procedures for preparing and transmitting data to the Engineer for informational purposes or for approval. Other requirements for submittals may be specified under applicable sections of these Specifications. This Section includes:
   1. Proposed Products List
   2. Contractor's Drawings
   3. Product Data
   4. Sources of Supply and Samples
   5. Manufacturers' Instructions
   6. Manufacturers' Certificates
   7. Operations and Maintenance Data
   8. Progress Photographs
   9. Request for Progress Payment
   10. Estimated Cost Breakdown

B. Related Work Specified Elsewhere:
   1. Section 01440 - Quality Control
   2. Section 01780 - Contract Closeout

1.02 PROPOSED PRODUCTS LIST

A. Within 10 days after date of Notice to Proceed, submit 7 copies of a complete list of major products proposed for use, with name of manufacturer, trade name, and model number for each product. The Engineer's approval of the products list does not relieve the Contractor of the contract requirements or the requirement of the Contractor to submit additional detail for fabricated products or more detailed elements of the project.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.03 CONTRACTOR'S DRAWINGS

A. General:

1. The Contract Drawings show the general arrangement and such details as are necessary to provide a comprehensive description of the Work to be performed.
2. Prepare such Shop Drawings and Working Drawings as are necessary to adequately perform the Work.
3. All Shop Drawings and Working Drawings shall be on sheets measuring 22 inches by 34 inches. Each drawing shall have a blank area 5 inches by 5 inches adjacent to the title block to provide space for Contractor and Engineer review stamps. The title block shall display the following:
   a. Contract Number and Name
   b. Number and Title of the Drawing
   c. Date of Drawing or revision
   d. Name of Contractor and Subcontractor submitting drawing
   e. Clear identification of contents and location of work
4. Drawings and design calculations for support of excavation, sheeting and shoring, decking, falsework, form work, and for other temporary work and methods of construction the Contractor proposes to use, will be required to be furnished by the Contractor. The Contractor, who is responsible for the safety and successful construction of the Work, is responsible for preparing these drawings. Drawings and design calculations which are the responsibility of the Contractor, shall bear the seal of a structural engineer, registered in the State of Maryland.
5. A Contractor's transmittal letter shall accompany each submittal. The Contractor's transmittal letter and submittal shall be consecutively numbered and shall clearly and completely describe any variation from the contract requirements.
6. A sequential number shall be shown on each Shop or Working Drawing submission. Re-submittals will be followed by a revision letter (A, B, C, or other letter as appropriate) and handled in the same manner as first submitted.
7. Submittals not conforming to the requirements of this specification will be summarily rejected.
8. Review and Acceptance does not relieve the Contractor from his responsibility for accuracy of submittals, for conformity of submittals to requirements of Contract Drawings and Specifications, for compatibility of the described product with contiguous products and the rest of the system, or for protection of completion of the Contract in accordance with the Contract Drawings and Specifications.
9. The Engineer's review, correction, and acceptance of submittals does not relieve the Contractor of responsibility for errors and omissions in submittals and associated calculations.
10. The Contractor's liability to the Administration, in case of deviations in the submittals from requirements of the Contract Document, is not relieved by the Engineer's review and acceptance of submittals containing deviations unless the Administration expressly approves the deviation through the issuance of a change notice.
11. Catalog cuts shall highlight the actual equipment/component proposed to be used. Generic catalog cuts will not be accepted.
12. If the material/equipment/components proposed to be used do not conform to the stipulated standards, submit the copies of the conforming standards highlighting the deviations from the stipulated standards to the

Engineer for approval. The impact of the derivations on cost and performance shall be brought out in the related submittal and the deviation request.

13. Schedule submittals to expedite the Project, and deliver to Engineer. Coordinate submission of related items.
14. All submittals from Subcontractors shall be reviewed and approved by the Contractor prior to submittal to the Engineer. The Contractor's review and approval shall certify that the submitted information has been reviewed by the Contractor and that based on this review, it conforms to the Contract requirements. Further, the Contractor's approval shall certify that the proposed product is compatible with all other products to which it must integrate, and to the overall project.

B. Shop and Working Drawings:
1. Submit 1 reproducible and 5 legible copies plus the number of copies required by the Contractor of all Shop and Working Drawings and required specifications to the Engineer for approval. These drawings shall be complete and detailed. Shop Drawings and Working Drawings shall consist of fabrication, erection and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control drawings, cuts from entire catalogs, pamphlets, descriptive literature, and performance and test data. Working Drawings shall be accompanied by calculations or other sufficient information to completely explain the structure, machine or system described and its intended manner of use.
2. Check and coordinate drawings with the work of all trades involved before they are submitted for the approval of the Engineer. Each drawing shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings submitted without this stamp of approval may be returned to the Contractor for resubmittal.
3. Submit all drawings sufficiently in advance of construction requirements to permit no less than 21 days for review and appropriate action by the Engineer.
4. The approval of drawings will be general, but approval shall not be construed to:
   a. Permit any departure from the Contract requirements.
   b. Relieve the Contractor of the responsibility for any errors, including details, dimensions, and materials.
   c. Approve departures from details furnished by the Engineer, except as otherwise provided herein.
   d. Be a Notice to Proceed on a change to the Contract that would result in additional time or cost to the Contractor.
5. Drawings for work on utility facilities, streets, and other facilities which are constructed for owners other than the Administration shall be coordinated so that the information required by these owners is included on the Working Drawings for their facilities.
6. If drawings show variations from the Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If applicable, the Engineer may approve any or all such variations, subject to a proper adjustment in the Contract. If the Contractor fails to describe such variations he shall not be relieved of the

responsibility for executing the work in accordance with the Contract, even though such drawings have been approved.

a. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements, which the Engineer finds to be in the interest of the Administration and to be so minor as not to involve a change in the Contract price or time performance, the Engineer may approve the drawings.

7. If approved, or approved as noted, by the Engineer, each copy of the drawing will be identified as having received such approval by being so stamped "Approved" or "Approved As Noted" and dated.
8. Drawings stamped "Not Approved" and with the required corrections shown will be returned to the Contractor for correction and resubmittal. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct the specific attention, in writing or on resubmitted drawings, to revisions other than the corrections requested by the Engineer on previous submittals.
9. Make any corrections required by the Engineer. If the Contractor considers any correction indicated on the drawing to constitute a change of the Contract requirements, notice as required under General Provision Article GP-4.06 “Changes” shall be given to the Engineer.
10. The number of Shop Drawings and Working Drawings provided by the Contractor in excess of the number requested in Article 1.04.B.1 will be returned to the Contractor.
11. When Shop Drawings and Working Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes except upon written instructions from the Engineer.
12. Submittals which are "Approved as Noted" shall be resubmitted after compliance to the comments relating to the subjective approval. The Contractor shall supply the Engineer with the number of drawings requested in Article 1.04.B.1.
13. The Contractor shall be responsible for, and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the work prior to the approval by the Engineer of the necessary Shop and Working drawings.

1.04 PRODUCT DATA

A. Submit the number of copies required in Article 1.04.B.1.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review, distribute Product Data in accordance with Article 1.04 above and provide copies for Record Documents as described in Section 01780 - Contract Closeout.

1.05 SOURCE OF SUPPLY AND SAMPLES

A. As soon as practicable after Notice to Proceed, furnish for approval of the Engineer the proposed source of supply of materials to be utilized in the project and the samples required by the Specifications or requested by the Engineer. Unless otherwise indicated, submit not less than 2 identical samples of each type required. Pre-pay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Engineer.

B. Label each sample indicating:
   1. Name of Project and Contract Number
   2. Name of Contractor and Subcontractor
   3. Material or equipment represented
   4. Source
   5. Name of producer and brand; include model number, style, color name, etc. if applicable.
   6. Specification Section, Article or Paragraph
   7. Location in project

C. Samples of finished materials shall have additional markings that will identify them under the finish schedules. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for the Engineer's selection.

D. Mail under separate cover letter in triplicate submitting each shipment of samples and containing information required in Article 1.04.A herein. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer.

E. Approval of a sample shall be only for characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

F. Certain samples may be tested by the Administration as specified. Approved samples not destroyed in testing will be retained by the Engineer. Materials and equipment incorporated in the work shall match approved samples. Samples not destroyed in testing and not approved will be returned to the Contractor at his expense, if so requested at time of submission.

G. Failure of any material to pass specified tests will be sufficient cause for refusal to consider, under the Contract, any further samples of the same brand and make of that material. The Administration reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

H. Samples of various material or equipment delivered on the site or in place may be taken by the Engineer for testing. Samples failing to meet Contract requirements will automatically void previous approvals of the items represented by the samples failing the tests.

I. When tests are required, only one test of each sample proposed for use will be made at the expense of the Administration. Samples, which do not meet Specification requirements, will be rejected. Retesting of additional samples will be made by the Administration at the expense of the Contractor.

1.06 MANUFACTURERS' INSTRUCTIONS

A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 MANUFACTURERS' CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.

B. Indicate whether or not material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on Material or Product, but must be acceptable to the Engineer.

1.08 OPERATIONS AND MAINTENANCE DATA

A. At least 10 days prior to acceptance of the Work, prepare and deliver to the Engineer 3 copies of a manual containing all information pertaining to and necessary for the operation and maintenance of all equipment provided under the Contract.

B. Format, organization, and contents of the manual shall be as specified in the order of the Sections of the Special Provisions. Include all information required in the individual Section.

1.09 PROGRESS PHOTOGRAPHS

A. After construction operations have started at the site, take an average of 10 color photographs each month until completion of the work. The Engineer will designate the actual number and location of views to be taken each month. Submit the negatives and 3 prints of each photograph to the Engineer within 10 days after the photographs have been taken. If a digital camera is used, the camera must have at least 12 megapixels, and in lieu of the negative provide a .JPG fine (1:4 compression) and a digital negative (DNG) produced using Abode’s DNG converter for each photograph.

B. Provide standard commercial quality, 8-inch by 10-inch, prints on single weight glossy paper. Identify photographs with the date, time, orientation, and project identification in a, 1-1/2.inch by 3-1/2. inch information box in the lower right hand corner, typewritten and arranged as follows:

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMNISTRATION

CONTRACT NAME: _____

CONTRACT NO. _____

CONTRACTOR _____

PHOTOGRAPH NO. _____ DATE _____

(Information regarding view such as location, direction of sight and significant points of interest.)

C. Enclose photographs back-to-back in a double-faced plastic sleeve punched to fit standard three-ring binders. Enclose negatives in protective envelopes. JPG and DNG files can be provided on either CD-R or DVD media.

1.10 REQUEST FOR PROGRESS PAYMENT

A. In accordance with General Provisions Section GP-9 “Payment”, submit monthly requests for progress payment, based upon work accomplished during the previous month.

B. Support such requests by evidence that the work invoiced has been done.

1.11 ESTIMATED COST BREAKDOWN

A. In accordance with Supplementary General Provisions Article SGP-9.03 “Progress Payments”, furnish a breakdown of Contract lump sum prices for which it is anticipated that partial payment will be requested by the Contractor.

B. Submit the estimated cost breakdown to the Engineer for approval at least 30 days prior to the anticipated partial payment request.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 SUBMITTALS

A. Measurement:
   1. The work required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection herewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

END OF SECTION

SECTION 01310

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 DESCRIPTION

A. This Section describes the various administrative interfaces between the Contractor, the Administration and others.

B. Related Requirements:
   1. Section 01130: Construction Procedures
   2. Section 01150: Interface Requirements
   3. Section 01325: Progress Schedules and Reports

1.02 COORDINATION

A. City of Baltimore:
   1. Coordinate the Work of this Contract with the City of Baltimore Department of Recreation and Parks.

1.03 COMMUNITY RELATIONS

A. The Administration will establish a program of public contact for conducting effective relationships with communities and businesses in proximity to construction areas.
   1. As part of these programs, establish and maintain continuing liaison with persons occupying property or doing business in the immediate area of the Worksite for the purpose of minimizing inconveniences resulting from construction.
   2. Contact those residents or businessmen who might reasonably be expected to be affected by the construction, and make known to them and the Engineer the name of the Contractor representative on the worksite with responsibility for community relations; and explain how the residents, businesses, and Engineer can expeditiously contact the representative.

B. As part of the monthly progress status reports specified in Section 01325, Progress Schedules and Reports, note and explain all community relations' activities undertaken during the report period.

1.04 UTILITY NOTIFICATIONS

A. Prior to performing excavation or grading at any location, contact the Utility Services Protection Center, "Miss Utility", 1-800-257-7777. This contact shall be made between the hours of 7:00 am and 5:00 pm, Monday through Friday,

excluding holidays and at least 48 hours in advance of the proposed work (7 days notice for known BGE facilities). No work shall be commenced until the utility companies affected have properly located their facilities to prevent damage thereto.

1.04 COOPERATION WITH OTHER CONTRACTORS

A. Pursuant to General Provision Article GP-5.06, confer with and coordinate through the Engineer, this Contract's work with that of all other contractors working in the project area. Subject to the Engineer's approval, plan and execute construction operations in a manner that will afford these contractors maximum freedom of movement. The Contractor will be held responsible for extra costs incurred by other contractors as the result of any activity that delays or hinders their work.

B. Cooperate with others while on adjoining or overlapping work as necessary. Such cooperation shall include:
   1. Arrangement and conduct of work.
   2. Storage and disposal of materials, and similar actions, by each in such manner as to not interfere with or hinder the progress of the work being performed by other contractors. Contiguous work shall be joined in an acceptable manner.

1.05 PROGRESS MEETINGS

A. Throughout the progress of the Work, schedule and administer meetings at least once per week.

B. The Engineer will make arrangements for the meetings, prepare an agenda with copies for participants, preside at the meetings, record meeting minutes, and distribute copies of meeting minutes within 2 days to the Contractor, participants, and those affected by the decisions made.

C. Attendance Required: Engineer, Job Superintendent, Contractor's community relations representative, and major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.

D. Agenda (to be modified by Engineer as appropriate):
   1. Review of minutes of previous meetings.
   2. Review of Work progress.
   3. Field observations, problems and decisions.
   4. Identification of problems that may impede planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Review of off-site fabrication and delivery schedules.
   7. Maintenance of progress schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Coordination of projected progress.
   11. Maintenance of quality and work standards.
   12. Effect of proposed changes on progress schedule and coordination.

13. Community relations activities.
14. Other business relating to Work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 COORDINATION AND MEETINGS

A. Measurement:
   1. Coordination and Meetings will not be measured for payment.

B. Payment:
   1. Coordination and Meetings will not be paid for directly, but will be considered incidental to the appropriate work item.

END OF SECTION

SECTION 01325

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Progress Schedule.
   2. Progress Schedule Revisions and Narratives.
   3. Time Impact Analysis and Schedule Revision Proposals.

B. Related Requirements:
   1. The Plans, General Provisions of the Construction Contract, Supplementary General Provisions of the Construction Contract and Division 01 Special Provisions, apply to this Section.
   2. Section 01300 Submittals.

1.02 REFERENCES

A. Definitions:
   1. Activities: Discrete items of Work that must be accomplished under the Contract, and when complete, produce definable, recognizable entities or stages within the Project.
   2. Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extend the Substantial Completion date.
   3. Fragnet: Short for “fragment of a network”, and consisting of a set of activities copied from a portion of an existing project schedule that are saved and applied elsewhere within the same or another project schedule, or that are modified and re-applied to the schedule from which the fragnet was copied in order to modify the schedule.
   4. Progress Schedule: The Contractor's working schedule used to plan, organize and execute the Work; record and report actual performance and progress; and forecast remaining work. The initial construction Progress Schedule, Mopnthly Progress Scheduled Updates, and any subsequent revisions to the Progress Schedule as described below are collectively referred to as the Project Schedule.

B. For additional references, refer to the General Provisions of the Construction Contract and Supplementary General Provisions of the Construction Contract.

1.03 COORDINATION

A. Coordinate preparation and revision of the construction Progress Schedule with the Engineer.

1. The degree of detail in the construction Progress Schedule must be approved by the Engineer as satisfactory.

1.04 PREINSTALLATION MEETINGS

A. Progress Schedule Conference:
   1. After the initial construction Progress Schedule is submitted to the Engineer as specified herein, schedule a Progress Schedule Conference with the Engineer to appraise and evaluate the proposed schedule, then make any revisions necessary as a result of this review.
   2. Within 10 calendar days after the Progress Schedule Conference, re-submit the revised initial construction Progress Schedule to the Engineer for approval.
      a. If the construction Progress Schedule and Narrative documentation satisfy the Special Providsion requirements and completion dates, then the Engineer will approve the Progress Schedule submittal.

B. Progress Schedule Pre-update Conferences:
   1. Each month participate in the Pre-update Conference scheduled by the Engineer to verify construction progress and review update modifications to the Progress Schedule prior to the formal submittal of the Monthly Progress Schedule Update.

1.05 PROGRESS SCHEDULE

A. Prepare, maintain, and use a construction Progress Schedule as a working schedule to plan, organize, and execute the Work; record and report actual performance and progress; and forecast remaining Work.
   1. Provide sufficient detail and clarity of form and technique so the Work can be properly controlled by the Contractor, and the Engineer can readily monitor and follow progress of the Work.
      a. Provide a level of detail that includes, if applicable, the following factors:
         1) The types of work to be performed.
         2) Procurement, fabrication, delivery, installation, and test activities for major systems and equipment.
         3) Shop Drawing and material Sample submittals and approvals.
         4) Access to and availability of work areas.
         5) Deliveries of Administration-furnished equipment.
         6) Interfaces with and dependencies of preceding, concurrent, and follow-on contractors.
         7) Subcontract work.
         8) Manpower, material, and equipment restrictions.
         9) Planned normal workweek and planned restrictions.
         10) The order and interdependencies of planned activities, including activities of others which affect planning.
         11) The intended time for starting and completing each activity.
         12) The intended duration of each activity.

13) Specified intermediate milestones and completion dates clearly and prominently identified.
14) On bar chart schedules, horizontal and vertical grid lines.

2. Schedule the Work so that specified intermediate milestones and completion dates are met as specified in the Special Provisions.
3. The schedule float time is not intended to be exclusively used by either the Administration or the Contractor.
   a. Extensions of time for performance under the provisions of this Contract will be granted only to the extent the equitable time adjustment for activities affected exceed the total float along the paths involved.

B. Within 21 days after the date of the Notice to Proceed, submit the initial baseline Progress Schedule to the Engineer for approval.
   1. In the initial baseline schedule submittal, reflect zero status and address all Contract Work required from the date of the Notice to Proceed to the completion of the Work.

C. In the Progress Schedule, reflect the time of completion of all contractually specified intermediate milestones and completion dates.

1.06 PROGRESS SCHEDULE UPDATES

A. Monthly Progress Schedule Update:
   1. Each month, prepare a Monthly Progress Schedule Update and a Narrative that updates the previous Progress Schedule.
      a. In the Narrative, include at a minimum the following information:
         1) A description of physical progress during the report period.
         2) Problem areas, current and anticipated.
         3) Delays incurred during the report period and an explanation of the delays.
         4) Delaying factors, their impact, and an explanation of corrective actions taken or proposed to mitigate those delays.
         5) Changes in activity durations including explanations of the changes.
         6) List of added activities and reasons for their addition.
         7) List of deleted activities and reasons for their deletion.
         8) List of changes in interdependencies and reasons for the changes.
         9) Plans for the next report period.
   2. By the seventh day of each month and following the month’s Progress Schedule Pre-update Conference, submit the Monthly Progress Schedule Update and Narrative to the Engineer for approval.
   3. The monthly payment estimate will not be processed prior to the Engineer's approval of the Monthly Progress Schedule Update.

B. Conditional Progress Schedule Revisions:
   1. When one or more of the following conditions occur prepare a revised Progress Schedule and Narrative documentation data that reflect the new conditions .

a. When a change or delay significantly affects any specified intermediate milestone date, the completion date, or the sequence of activities.
b. When the Contractor elects to change a sequence of activities affecting any critical path, or to significantly change the previously approved schedule.
c. When, in the opinion of the Engineer, the status of work is such that the Progress Schedule and Narrative documentation are no longer representative for planning, executing, and evaluating the work.

2. Submit the revised Progress Schedules and Narrative documentation data reflecting the new conditions to the Engineer for approval.

1.07 PROGRESS SCHEDULE AND UPDATE SUBMITTAL REQUIREMENTS

A. Submit 5 copies of the Progress Schedule, reflecting contract milestones and completion dates, to the Engineer for approval.
   1. If the submitted Progress Schedule is larger than 11 inches by 17 inches in size, include a reproducible copy of the schedule with the submittal.

B. Submit 5 copies of the Narrative containing supplementary information describing the construction methods and any resource restraints to enable the Engineer to evaluate the schedule for its usefulness as a valid and workable project control tool.
   1. Include an explanation of any schedule restraints that were incorporated.

1.08 CHANGE ORDERS, DELAYS, AND TIME EXTENSIONS

A. In addition to the requirements specified in General Provision Articles GP-4.06, GP-5.14, and GP-8.08, the following requirements apply:
   1. Whenever proposed changes are initiated or delays are experienced, within the 30 days after the delay occurs or notice of direction is given to the Contractor submit 5 written copies of the following to the Engineer for approval:
      a. Time Impact Analysis:
         1) Prepare a Time Impact Analysis illustrating the influence of each change or delay on specified intermediate milestone datse or completion dates.
         2) In the Time Impact Analysis, include at a minimum, a list of affected critical path activities that identifies each specific workday affected and the reason each activity is affected on the workdays identified.
         3) If the claim is for more than one contract milestone, in the Time Impact Analysis address each contract milestone individually.
      b. Schedule Revision Proposal:
         1) Prepare a proposed plan demonstrating how the change or delay will be incorporated into the current Progress Schedule with minimal impact to milestone completion dates.
         2) Justify the plan based on revised activity logic and/or durations in addition to such other supporting evidence the Engineer deems necessary.

2. The Engineer will, within a reasonable time after receipt of the Contractor's Time Impact Analysis and Schedule Revision Proposal, review the submittal and advise the Contractor in writing of the proposed disposition of the Time Impact Analysis and Schedule Revision Proposal.
   a. Upon agreement by both parties, the Contractor is responsible for incorporating the appropriate revisions into the Progress Schedule in time for the next monthly update.
   b. If the Engineer is unable to make a final determination, or the parties are unable to agree on the schedule revisions or time extensions, if any, incorporate the revisions the Engineer determines to be appropriate for interim purposes.
      1) These interim determinations are not binding on either party for other than interim purposes, and that after the Engineer has made a final determination the Contractor is responsible for revising the Progress Schedule in accordance with the final decision.

1.09 ACTION/INFORMATIONAL SUBMITTALS

A. Special Procedure Submittals:
   1. Initial baseline Progress Schedule.
   2. Monthly Progress Schedule Updates and Narratives.
   3. Conditional Progress Schedule Revisions and Narratives
   4. Time Impact Analysis and Schedule Revision Proposals.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 PROGRESS SCHEDULE

A. Measurement:
   1. The Progress Schedule Work required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection with the Progress Schedule will not be paid for directly, but will be considered incidental to the item of Work to which they pertain.

END OF SECTION

SECTION 01440

QUALITY ASSURANCE AND QUALITY CONTROL

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. The Quality Assurance/Quality Control (QA/QC) requirements for the Work performed under this Contract, which encompass the following:
      a. Actions involving selection of material sources and suppliers.
      b. Inspection and testing of materials and samples.
      c. Work placement procedures.
      d. Workmanship.
      e. Equipment calibration.
      f. Use of Certificates of Compliance.
      g. Implementation of procedures for audit, surveillance and corrective action, inspection, testing, and commissioning.
   2. Additional QA/QC requirements are specified in individual Special Provision Sections of the Contract.

B. Related Requirements:
   1. Section 01110 – Summary of Work
   2. Section 01130 – Construction Procedures
   3. Section 01300 – Submittals
   4. Section 01325 – Progress Schedules and Reports
   5. Section 01600 – Products
   6. Section 01780 - Contract Close Out

1.02 QUALITY ASSURANCE/QUALITY CONTROL PLAN

A. The Contractor is responsible for providing and maintaining a Contract Quality Control Plan (CQC Plan) for all work performed under the Contract. This requirement is independent of any acceptance inspection and testing performed by the Engineer and/or the Engineer's testing agencies.
   1. Conform the CQC Plan to the requirements of this Special Provision Section and design and administer the CQC Plan to assure that the Contractor's work, including work performed by the Contractor's suppliers and subcontractors, will be in full compliance with the latest version of applicable codes, Special Provisions, technical specifications, and Plans under the Contract with respect to materials, workmanship, construction, installation, finish, functional performance, testing, commissioning, and identification.

B. Within 15 calendar days after issuance of the Notice to Proceed (NTP), submit a detailed CQC Plan to the Engineer for approval. The detailed plan shall cover all work to be performed under the Contract.

C. Contract Quality Control Plan Manager (CQC Plan Manager):
   1. With the CQC Plan submission, identify and designate a qualified individual as the CQC Plan Manager who will be responsible for overall development and administration of the CQC Plan and submit the CQC Plan Manager's qualifications to the Engineer for approval. The CQC Plan Manager shall report directly to an executive officer of the Contractor's company and shall have the necessary authority to discharge his/her responsibilities. The CQC Plan Manager shall visit the project site on regular basis to assure proper administration of the CQC Plan.

D. The Contractors Contract Quality Control Plan (CQC Plan) must include as a minimum the following:
   1. An organization chart showing the Contractors corporate organization that is involved with the on-site operations.
   2. The Contractors onsite organization chart including a quality control organization showing the proposed CQC Plan Manager and CQC Staff.
   3. Authority, duties and responsibilities of quality control personnel. Submit a copy of the letter of direction to the Contractor's representative and CQC staff, which defines their duties, responsibilities, and delegated authorities to the Engineer for approval.
   4. Operational procedures for accomplishing and reviewing the Work, supervision, inspection, tests, certifications, documentation of QA/QC activities, including those of subcontractors for all on-site and off-site work under the contract.
   5. A detailed schedule/matrix of control testing and inspection keyed to the individual Special Provisions of the Contract and covering each item of the Work. The Engineer shall approve the format of the test matrix. The test and inspection schedule shall cover all work to be performed under the Contract, including both on-site and off-site fabrication.
      a. Inspection and test records shall include, but not be limited to, the factual evidence that tests have been made, the applicable type and number of tests, the dates and results of the tests, nature and number of observations made, the number and type of deficiencies found and proposed corrective actions to be taken.
      b. All records shall include the identification and signature of the individual in charge of the inspection, test, or other Quality Assurance/Quality Control (QA/QC) activity.
      c. These records must be certified by the CQC Manager and include, as a minimum, the results of:
         1) Inspection results, observations, conclusions and recommendations.
         2) Testing with reference to set-up conditions, observations and concerns.
         3) Fabrication procedures and controls.
         4) Identity of the Personnel present and their certification.
         5) Discrepant material details (including disposition records).
      d. Submit legible copies of these records to the Engineer daily.

6. Inspections must be performed by the Contract Quality Control (CQC) Staff for all definable items of work during the following phases.
   a. Perform preparatory inspections prior to beginning of each item of work and include a review of the Contract requirements and CQC Plan test and inspection schedule mentioned above.
   b. Perform initial inspections as soon as a representative portion of the Work has been accomplished. Initial inspections shall verify compliance with Contract requirements; establish acceptable levels of quality and workmanship; review quality control testing; and confirm that defective, damaged, or unapproved materials are not incorporated into the Work.
   c. Ensure that CQC Staff performs follow-up inspections regularly to assure continued compliance with the Contract requirements and established levels of quality and workmanship.
   d. Notify the Engineer at least 48 hours in advance of each preparatory and initial phase inspection. Additionally, the CQC Plan Manager is responsible for insuring that all phases of inspection are made a matter of record in the CQC Plan documentation.
7. In the Contract Quality Control Plan provide well-defined procedures and forms for at least the following:
   a. Identifying and evaluating quality-related problems.
   b. Recommending solutions to quality-related problems and verifying that those problems are resolved.
   c. Controlling further fabrication, delivery, or installation of nonconforming or deficient items until disposition instructions have been obtained.
   d. Conducting quality inspections, surveillance and compliance audits of subcontractors, suppliers/manufacturers on a scheduled basis.
   e. Maintaining quality control reports, approved shop drawings and submittals, as-built drawings, changes to the drawings and specifications.
8. The Contract Quality Control Plan shall also provide written procedures to include, but not be limited to:
   a. Control of subcontractors, manufacturers /suppliers.
   b. Production and process quality control.
   c. Discrepant and nonconforming material control.
   d. Functional testing.
   e. Calibration and/or certification of Measuring and Test equipment.
   f. Shipping and receiving inspection of materials.
   g. Procedures necessary to meet the requirements described under Contract Special Provision Section 01780 - Contract Closeout.
9. Approval of the Contractor’s Contract Quality Control Plan does not relieve the Contractor of its responsibility to comply with the Contract requirements. Revise or update the CQC Plan as directed by the Engineer. No additional cost or time extensions will be allowed for the Contractor’s re-submission of rejected CQC Plans or for revising or updating of the CQC Plan during the course of the Contract, as directed by the Engineer.

1.03 SOURCE OF MATERIALS

A. In accordance with General Provision Section GP-6 “Control of Material”; submit the sources from which proposed material requiring approval, certification, or testing indicating details and characteristics would be obtained to the Engineer.

B. Submit the sources as soon as possible after the Notice to Proceed (NTP) for the Contract, but no later than 30 days prior to the intended usage date of that material.

1.04 CALIBRATION AND CERTIFICATION

A. The Contract Quality Control Plan shall include the procedures to provide and maintain gauges; measuring devices, and test equipment necessary to assure that the article conforms to Contract requirements. Calibrate these devices in accordance with national standards and certifications. Maintain current calibration certificates, and submit them to the Engineer for information. Isolate, tag, or mark equipment exceeding its required re-calibration date or that becomes damaged or otherwise unreliable to prevent its use without written permission of the Engineer.

1.05 MANUFACTURING CONTROL

A. In the Contract Quality Control Plan include methods for ensuring that all machining, wiring, shaping, and all other basic processing, fabrication, and production operations of any type are accomplished under controlled conditions, including documented work instructions, certified personnel, adequate production equipment, and any special working environment.

1.06 INSPECTION AND TEST STATUS

A. In Contract Quality Control Plan include methods for ensuring that all required inspections and tests are performed and that the status of each work product, material item’s inspections/tests is known. Identify nonconforming work product and material items by physical segregation and status indicators such as tags, markings, serialization, stamps, and/or inspection records. The identification system used shall ensure that only those work items that have passed inspection shall be used, shipped, or installed. Remove nonconforming work product and material items from the project site and storage areas as soon as possible.

B. Work products, materials and/or equipment manufactured or assembled under this Contract will be accepted for use or released for shipment, as appropriate, when the following conditions have been met.
   1. After inspection and/or release by the Engineer and/or certification by the Contractor that the work product or material item is complete and in compliance with the Contract specifications.

2. Upon request for acceptance or a release for shipment submitted by the Contractor and supported by a satisfactory inspection report or certification of compliance accompanied by certified copies of test data. The certificate of compliance must clearly identify the work product or material item covered by the certificate and must contain the test date and the name and address of the organization performing the require tests, as applicable.

C. Supplies, services, materials, and products procured from suppliers and subcontractors shall conform to the Contract requirements and the approved Contract Quality Control Plan. Inspect all supplies, materials, services, and products upon receipt.

1.07 NONCONFORMING ITEMS

A. The Contract Quality Control Plan Manager is responsible for taking prompt action to correct conditions that have resulted or may result in nonconforming materials, parts, components, installations or functions/operations. The Contract Quality Control Plan Manager is responsible for documenting the nonconforming work and efforts to correct the deficiencies and for preventing its occurrence in the future.

B. The Contract Quality Control Plan shall provide for:
   1. Maintaining an effective and positive system for controlling nonconforming work product and material items including procedures for identification, segregation, removal, and disposition. Document the corrective actions, and submit them to the Engineer for approval.
   2. Ensuring that all nonconforming items are positively identified to prevent unauthorized use, shipment, or intermingling with conforming items. Disposition for the use or repair of nonconforming items requires the Engineer's approval.

C. If the Contractor's work does not conform to the requirements of the Contract documents, the Engineer may issue a "Corrective Action" or "Nonconformance Report" to the Contractor. The Contractor must correct all deficiencies or otherwise respond to the report within 7 calendar days of issuance of report by the Engineer. Do not build or conceal any feature of the work containing uncorrected defects. The Engineer may withhold monies due to the Contractor until the deficiencies are corrected or nonconformance issues resolved to the satisfaction of the Engineer.

D. If the Engineer determines that the Contract Quality Control Plan and/or its administration are deficient in identification and correction of nonconforming work, the Engineer can issue a "CQC Plan deficiency notice" identifying the specific deficiencies and required corrective actions. The Engineers corrective actions may include modification of the Contract Quality Control Plan, replacement of the existing Contract Quality Control (CQC) Staff or supplementing the CQC Staff, all at no additional time and cost to the Administration. Correct all the deficiencies as directed in writing by the

Engineer. The Engineer may withhold monies due to the Contractor until the deficiencies are corrected.

1.08 HANDLING AND STORAGE

A. The Contract Quality Control Plan shall ensure that proper instructions are provided and followed for handling, storage, preservation, packaging, and shipping to protect the quality of products and to prevent damage, loss, deterioration, degradation, or substitution of products. Provide means for necessary protection against deterioration or damage to products in storage and handling.

1.09 UNACCEPTABLE WORK PRODUCTS AND MATERIAL ITEMS

A. Work products or materials represented by installations or samples taken and tested in accordance with the specified test that fail to meet required values are considered to be defective regardless of prior tests or approvals.

B. Unless otherwise allowed by the Engineer as set forth below, remove defective work products or material items from the site as specified for condemned material in the MTA General Provisions for Construction Contracts with tags, stamps, or other markings implying conformance with specifications removed or obliterated.

C. Where defects can be corrected, the Contractor may propose corrective action in accordance with the manufacturer's recommendation or by other means as is deemed appropriate by the Engineer. The Engineer may approve the corrective action but does not assume responsibility for the success thereof. Re-inspection and/or re-test may be made to determine acceptability of the material after corrective measures have been taken.

D. The cost of replacing, correcting and/or removal of defective work products or material items and of re-installation and re-testing replaced or replacement work products or materials is the responsibility of the Contractor.

E. The cost of repairing or replacing other work products or materials damaged by the installation, correction, and/or removal of defective materials is the responsibility of the Contractor.

1.10 ACCEPTANCE TESTING

A. Acceptance testing is the testing of materials prior to their use in the Work and also testing deemed necessary by the Engineer for acceptance of the complete Work. Perform acceptance testing of materials and workmanship at the direction of the Engineer in accordance with the Contract Documents. The Engineer can require additional testing at any time to determine conformance with the Contract requirements.

B. Acceptance testing is not to be considered as a replacement for quality control testing conducted by the Contractor or a manufacturer producing materials for the Contractor. Acceptance testing will be performed at the Contractor's expense.

1.11 QUALITY CONTROL TESTING

A. Quality control testing is the testing of specific work product or materials during placement, as specified in the various Sections of the Special Provisions to ensure compliance with the Contract Documents. The Contractor has full responsibility for quality control testing and for giving sufficient notice to the Engineer to permit him to witness the tests. Quality control testing must be performed by a certified independent testing laboratory that has been approved by the Engineer and paid for by the Contractor.

B. Submit the name, address, and qualifications and proposed scope of services of the proposed testing firm or individual to the Engineer for approval at least 30 days prior to the scheduled commencement of any work involving such testing. If the Contractor desires to use more than one firm for quality control testing, submit the required information or each proposed firm as specified herein.

C. The Contractor is responsible for furnishing the accessories and tools necessary to prepare and preserve the test samples as prescribed, and for delivering them to the approved testing laboratory.

D. Perform the quality control testing and furnish the equipment, instruments, qualified personnel, and facilities necessary to perform the tests required by the Contract. Record the tests performed, and test results for each day in a daily report. Keep these records complete and available to the Engineer at all times during the performance of the Contract, and for 3 years thereafter. Indicate the reference test, nature and number of observations made, and the number and type of deficiencies found in the test records.

E. During the installation and testing phases of the work, have a representative of the Contract Quality Control Staff present onsite to oversee and monitor the Contract Quality Control Plan activities and verify the installation and test activities are compliant with the requirements of this specification.

1.12 TEST REPORTS

A. Within 5 days after completing testing performed by or for the Contractor, submit 5 copies of certified test results to the Engineer. Indicate test reports required to be submitted pursuant to Network analysis, if applicable and specified under Section 01325, Progress Schedules and Reports. Identify test reports with the information for samples specified in Section 01300; and additionally include the name and address of the organization performing the tests and the date of the tests.

B. The Contract Quality Control Plan Manager shall submit on monthly basis, a record of all Control testing, Quality Assurance and Quality Control reports along with test results approved in the format described earlier under Subparagraph 1.02.D.5. This report shall be used to confirm and verify that the quantities in place for the completed work, for which the Contractor requests payment, have been adequately tested.

1.13 CONTRACT MONITORING

A. In the Contract Quality Control Plan provide a schedule of planned and periodic Contractor internal audits to monitor and verify compliance with all aspects of Contract Quality Control Plan. Have qualified personnel who do not have direct responsibilities in the areas audited perform the audits. In the Contract Quality Control Plan provide a schedule of audits to be conducted by the Contract Quality Control Plan Manager for the work performed by the subcontractors and manufacturers/suppliers. The Engineer will review the audit findings and determine the follow up action, including re-audit of deficient areas, if necessary. No later than 15 days after the audit, submit 5 copies of the audit reports and follow up action reports to the Engineer for review and approval.

B. The Engineer may monitor the methods and procedures used for production and/or QA/QC testing, and the Contractor must provide the Engineer with access to all areas in which work for this Contract is being performed at no additional cost to MTA. Furnish all reasonable means, including Shop Drawings, Working Drawings, test data, and similar means, to enable the Engineer to ascertain that materials and workmanship comply with the Contract requirements. The Engineer may perform periodic quality audits during the performance of the Contract. Take prompt corrective actions for items identified as not conforming to procedures approved under Contract terms.

1.14 CERTIFICATES OF COMPLIANCE

A. The Contractor may use certificates of compliance for certain materials and products in lieu of the specified sampling and testing procedures. Submit any certificate required for demonstrating proof of compliance of materials with specification requirements in duplicate with each lot of material delivered to the work at least 60 days prior to the usage of the product/materials. The lot so certified shall be clearly identified by the certificate. Certificates shall be signed by an authorized representative of the producer or manufacturer and state that the material complies in all respects with the Contract requirements. The Network Analysis specified in Section 01325 “Progress Schedules and Reports”, shall indicate the date scheduled for the submittal of certificates. In the case of multiple shipments, each of which is to be accompanied by a certificate of compliance, the scheduled date on the Network Analysis shall indicate the initial submittal only.

B. A certified copy of test results shall accompany the certificate of compliance. The certificate shall give the information specified for Samples specified in Source of Supply and Samples Article in Section 01300 “Submittals”; and in addition include the name and address of the organization performing the tests, the date of the tests, and the quantity of the material shipped.

C. Materials used on the basis of a certificate of compliance may be sampled and tested at any time. The fact that material is used on the basis of a certificate of compliance does not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract, and material subsequently found to not conform to these requirements will be subject to rejection, whether in place or not.

D. The Engineer can refuse to permit the use of certain materials/supplies on the basis of a Certificate of Compliance.

1.15 SUBMITTALS

A. Submit a Contract Quality Control Plan (CQC Plan) fully compliant with the requirements detailed herein. Pursuant to the approval of the CQC Plan by the Engineer, the Contractor is responsible for fully implementing and maintaining the CQC Plan throughout the duration of the Contract.

B. Test Procedures for all tests identified in the Contract Quality Control Plan.

C. Reports of factory and field inspections demonstrating compliance with the requirements specified in individual Special Provisions of the Contract Specifications.

D. Test schedules keyed to work activities planned under Contractors look ahead schedule required by Section 01325 “Progress Schedules and Reports”.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 QUALITY ASSURANCE AND QUALITY CONTROL

A. Submission of the Contract Quality Control Plan is considered incidental to the bid item for Mobilization specified in Special Provision Section 01130

"Construction Procedures". The progress payments due to the Contractor may be withheld if the Contractor fails to submit a conforming Contract Quality Control Plan as scheduled herein.

B. Measurement:
   1. Quality Assurance and Quality Control will be measured by the Engineer on an earned daily basis for each day the Contractor successfully performs all requirements of the approved Contract Quality Control Plan.
   2. The Engineer, at his sole discretion, will determine the Contractor's successful or unsuccessful performance of the requirements of the approved CQC Plan.
   3. The basis of unsuccessful performance is issuance of a "CQC Plan Deficiency Notice" or a "Nonconformance Report" by the Engineer.

C. Payment:
   1. Quality Assurance and Quality Control will be paid under an allowance.
   2. The allowance amount shown for Quality Assurance and Quality Control will be divided by the total number of calendar days of Contract duration, as specified in Contract Special Provision Section 01110 "Summary of Work", under "Completion Time, Liquidated Damages, and Other Schedule Requirements", to determine a daily rate for payment for successful performance.
   3. The Contractor will earn payment, on a daily basis, based on successful performance of all requirements of the approved Contract Quality Control Plans.
   4. Payments will not be earned or made for any day that the Contractor fails to successfully perform the requirements of the approved Contract Quality Control Plan.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROL

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. General requirements for furnishing, installing, and operating the following temporary facilities and controls:
      a. Temporary Utility Service.
      b. Temporary Sanitary Facilities.
      c. Project Identification.
      d. Temporary Orange Plastic Fence.
      e. Work and Storage Areas.
      f. Pollution Abatement.
      g. Historical and Scientific Specimens.
      h. Salvage Material and Equipment.

B. Related Requirements:
   1. The information in the Plans, General Provisions of the Construction Contract, Supplementary General Provisions of the Construction Contract, and other Division 01 Special Provisions apply to the Work of this Section.
   2. Section 01550: Maintenance of Traffic.
   3. Section 01570: Environmental Controls.

1.02 REFERENCES

A. Definitions:
   1. Construction Equipment: All types of equipment, vehicles, and tools used in connection with construction work.
   2. Daytime: The period from 7:00 a.m. to 10:00 p.m. local time daily except Sundays and legal holidays.
   3. Nighttime: All other times than daytime, including all day Sunday and legal holidays.
   4. Construction Limits: For the purpose of noise control requirements, the Administrations right-of-way lines or property lines indicated on the Drawings.
   5. Workmen: Every person or firm performing work in or adjacent to public streets.
   6. Zones, Special Zones, and Special Construction Sites: Zones, special zones and special construction sites outside of the construction limits designated by the local agency having jurisdiction.

B. Reference Standards:

1. American National Standards Institute (ANSI):
   a. ANSI S1.4: American National Standard Specification for Sound Level Meters
2. ASTM International (ASTM):
   a. ASTM C139: Standard Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes
3. International Electrotechnical Commission (IEC):
   a. IEC 61672-1: Electroaccoustics – Sound Level Meters – Part 1: Specifications.

1.03 TEMPORARY UTILITY SERVICE

A. Determine the need for such temporary utility service as may be required to prosecute the Work and make arrangements with utility companies for such service.

1.04 WORK AND STORAGE AREAS

A. Do not store material on traffic lanes.

B. The Contract Drawings show or the Special Provisions do not describe work areas available to the Contractor for storing project materials and for parking project construction equipment.
   1. If work and storage space is required, it is the Contractor’s responsibility to provide it at no additional cost to the Administration.

C. Parking facilities for the Contractor's personnel are the Contractor's responsibility.

1.05 POLLUTION ABATEMENT

A. Conduct operations so pollution of the environment surrounding the area of work is minimized by every means feasible in accordance with the requirements specified in General Provisions Section GP-7.

B. Apply specific controls as follows:
   1. Material Transport:
      a. Clean mud and dirt clinging to the body and wheels of trucks leaving the site and entering paved public streets.
         1) Maintain a suitable vehicle cleaning and inspection installation with a permanent cleaning crew for this purpose.
      b. Load trucks with materials arriving at and leaving the site so the materials and debris are prevented from dropping onto streets.
      c. Immediately remove material spills in public areas at no additional cost to the Administration.
   2. Waste, Excavation, and Fill Materials:
      a. Do not allow waste or eroded materials to enter natural or man-made water or sewage removal systems.

b. Contain materials from excavations, borrow areas, or stockpiled fill within the work area to prevent erosion.
c. To control waste and erosion, employ methods such as filtration, settlement, and manual removal

3. Dust Control:
   a. Dust control is mandatory.
      1) Control dust generated by Contractor operations at all times.
      2) Use water sprinkling or other methods approved by the Engineer to control dust.
4. Noise Control:
   a. Noise Restrictions:
      1) Restrict noise in accordance with local ordinances.
      2) Minimize noise caused by work operations, and fit working machinery and equipment with efficient noise suppression devices.
      3) Employ other noise abatement measures necessary to protect both employees and the public.
      4) Restrict working hours, and schedule operations to the greatest extent feasible, so residents in the vicinity of the work will experience minimal disturbances.
      5) Protect employees from exposure to noise in accordance with General Provision Section GP 7.05.
   b. Noise Level Monitoring:
      1) Monitor the noise levels of work operations to assure compliance with the specified noise limitations.
      2) Retain records of noise measurements for inspection by the Engineer.
      3) Promptly inform the Engineer of any complaints received from the public regarding noise.
      4) Propose actions to mitigate noise that provokes complaints and a schedule for implementation to the Engineer, and subsequently inform the Engineer of the results of the actions.
   c. Measurement Procedure:
      1) Except where otherwise indicated, perform noise measurements using the A-weight network and (slow) response of an instrument complying with the criteria for Type 2 General Purpose sound level meter as described in ANSI S1.4.
      2) Measure impulsive or impact noises with an impulse sound level meter complying with the criteria of IEC 61672-1 for impulse sound level meters.
         a) As an alternative procedure, a type 2 General Purpose sound level meter on C-weighting and (fast) response may be used to estimate peak values of impulsive or impact noises.
         b) Transient meter indications of 125 dbC (fast) or higher will be considered an indication of impulsive noise levels of 140 db or greater.
      3) Measure noise level at buildings affected acoustically by the Contractor's operations at points between 3 feet and 6 feet from the building face to minimize the effect of reflections.

4) Measure noise levels at points on the outer boundaries of Construction Limits or Special Construction Sites for noise emanating from within.
5) Where more than one criterion of noise limits are applicable, use the more restrictive requirement for determining compliance.

C. Maintaining Flow of Sewers and Drains:
1. Provide the means to maintain the flow of sewers, drains, house or inlet connections, and water courses which may be encountered during progress of the work at no additional cost to the Administration.
2. Do not allow the contents of any sewer, drain, or house or inlet connection to flow into trenches.
3. Immediately remove all offensive matter from proximity to the Work, using such precautions as are required by the Engineer, at no additional cost to the Administration.

1.06 HISTORICAL AND SCIENTIFIC SPECIMENS

A. Articles of historic or scientific value which may be uncovered during progress of the Work, including coins, fossils, and articles of antiquity, are the property of the Administration.

B. Report historic or scientific findings immediately to the Engineer; after which the Engineer will determine the method of removal if necessary and the final disposition of the findings.

1.07 SALVAGE MATERIALS AND EQUIPMENT

A. For materials and equipment specified to be salvaged, maintain adequate property control records.

B. The Contractor is responsible for storing and adequately protecting salvaged materials and equipment.

C. Replace, at no cost to the Administration, salvage materials and equipment which are broken or damaged during the salvage operations as the result of the Contractor's negligence.

D. The salvaged material not specified for reuse is the property of the Contractor, and the Contractor is responsible for removing it from the site.

PART 2 PRODUCTS

2.01 MATERIALS

A. Project Identification Signs:
1. Federal Transit Administration (FTA) Project Signs:

a. The requirements for the FTA project signs are specified in Supplementary General Provision Section SGP-10.

B. Orange Plastic Construction Fence:
1. Precast Concrete Blocks:
   a. Provide solid concrete masonry block complying with the requirement specified in ASTM C139.
2. Tie Wire, Tension Wires, Tension Wire Clips and Hardware.
   a. Provide galvanized coating having a minimum weight of 1.2 ounces per square foot.
   b. When used with aluminum coated steel fabric; coat the tie wire, tension wires, tension wire clips, and hardware with aluminum at a rate of at least 0.40 ounces per square foot.
   c. For polyvinyl chloride (PVC) tension wire used with coated steel fabric, provide tension wire having the same coating thickness and color requirements as the fence fabric.
3. Orange Mesh Fencing
   a. Provide orange mesh fencing fabric as approved by the Engineer.
4. Fence Posts:
   a. Provide 1.90-inch diameter round fence posts; or 2 inch steel U-channel posts.
5. Submit samples of the fence fabric, fence posts, movable precast concrete blocks, tie wire, tension wires, and other miscellaneous hardware to the Engineer for approval.
6. Replace materials deemed by the Engineer unsuitable for resetting at no increase in the Contract Price.

PART 3 EXECUTION

3.01 INSTALLATION

A. Contractor's Identification Signs:
1. The Contractor may erect his own signs to identify himself and, if he wishes, his subcontractors.
2. The overall size of the Contractor's identification signs cannot exceed 4 feet high by 8 feet wide.
3. The exact location, method of mounting, and mounting height of the Contractor's identification signs must be approved by the Engineer.

B. Orange Plastic Construction Fence:
1. Furnish, install, maintain, and reset temporary orange plastic fence at locations indicated on the Plans and/or where directed by the Engineer.
2. The orange plastic construction fence is not a safety barrier.
3. Provide temporary orange construction fence at least 4 feet high, and space posts no more than 8 feet apart.
   a. When temporary orange construction fence is installed on a paved surface, support the fence by inserting round posts into precast concrete blocks having a round hole through the center of the block.
      1) Provide fence 4 feet high.

b. When temporary orange construction fence is installed in unpaved areas, use steel U-channel fence posts driven 1-1/2 feet into the ground.
   1) Provide fence 5-1/2 feet high.
c. Installation of temporary orange construction fence in any other manner requires approval by the Engineer.

4. Secure the fence fabric to the fence posts by wrapping a tie wire around the horizontal fence strands and the posts.
   a. Install a top tension wire to prevent fence fabric from sagging.
   b. When fence fabric is installed on paved surfaces, the Engineer will determine if a bottom tension wire is required.
   c. When the Engineer determines the temporary orange construction fence is no longer required, remove the fence.
      1) The removed fence is the property of the Contractor.

C. Temporary Sanitary Facilities:
   1. Furnish the necessary toilet conveniences for the use of the Contractor's work force secluded from public view.
   2. Comply with the requirements and regulations of the State of Maryland, Department of Health, and other agencies having jurisdiction.

3.02 REPAIR/RESTORATION

A. Damaged Construction Fence:
   1. Repair or replace damaged construction fence within 4 hours after notification that the fence is damaged.

3.03 CLEANING

A. As part of final cleanup, remove the materials and equipment provided for temporary utility service.

B. Return project identification and information signs supplied by the Engineer to the Engineer

C. Waste Management:
   1. No burning of waste will be allowed.

3.04 MAINTENANCE

A. Keep temporary sanitary facilities in a clean, sanitary condition.

B. Sign Maintenance:
   1. Maintain all signs throughout the duration of construction until Final Acceptance for Maintenance, keeping them clean, in good repair, and free of obstructions.
   2. Upon Final Acceptance for Maintenance of the work, remove and dispose of all signs.

PART 4 MEASUREMENT AND PAYMENT

4.01 TEMPORARY FACILITIES AND CONTROLS

A. Measurement:
   1. The temporary facilities and controls work required under this Section will not be measured for payment, except as may be noted in the Articles below.

B. Payment:
   1. All costs in connection herewith will not be paid for directly, but will be considered incidental to the item of work to which they pertain.
   2. All costs incurred in obtaining permits; utility service including connection and disconnection; and furnishing, installing, maintaining, and removing such materials as may be required shall be borne by the Contractor.

4.03 TEMPORARY ORANGE CONSTRUCTION FENCE

A. Measurement:
   1. Temporary Orange Construction Fence will be measured per linear foot furnished complete in place, accepted, and measured to center of end posts.

B. Payment:
   1. Temporary Orange Construction Fence will be paid for at the Contract unit price for Temporary Orange Construction Fence times the actual quantity of fence measured as specified above; which price and payment shall be full compensation for all materials, labor, equipment, tools, and incidentals necessary to complete the work.

END OF SECTION

SECTION 01524

ENGINEER’S OFFICE

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:
   1. Furnishing office supplies on an as needed basis as requested by the Engineer.

B. Related Requirements:
   1. The information in the Plans, General Provisions of the Construction Contract, Supplementary General Provisions of the Construction Contract, and other Division 01 Special Provisions apply to the Work of this Section.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 ENGINEER’S FIELD OFFICE

A. Office space, hereinafter called the Engineer’s Field Office, will be provided by the Administration.

B. Provide the Engineer's Field Office with all the supplies requested by the Engineer on an as needed basis starting no later than 10 days after the Notice to Proceed and continuing not less than 45 days after the completion of the Contract.

C. All supplies provided are the property of the Administration.

PART 4 MEASUREMENT AND PAYMENT

4.01 ENGINEER'S FIELD OFFICE

A. Measurement:
   1. Engineer’s Field Office work required under this Section will not be measured for payment.

B. Payment:
   1. All costs for supplies for the Engineer's Field Office will be paid for from the allowance “Engineer’s Field Office.”

END OF SECTION

SECTION 01550

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. General requirements for maintaining pedestrian and/or vehicular traffic.

1.02 ADMINISTRATIVE REQUIREMENTS

A. Traffic Plan and Permits:
   1. The Contract Drawings include a plan for maintaining traffic during construction.
      a. The Contract Drawings show the approved traffic for the Work.
      b. Prepare working drawings showing proposed traffic control devices, and if required apply to the local jurisdictional agency for a permit to work in the public right-of-way.
   2. The Contractor may develop its own traffic plan for approval; however, the Contractor's Traffic Plan must be submitted in writing to the Engineer for approval at least 21 days prior to commencing the Work.
      a. Prepare working drawings showing proposed changes to the indicated Traffic Plan, and submit them to the Engineer for transmittal to the local jurisdictional agency for approval.
   3. Changes or modifications to the Traffic Plans must be submitted to the Engineer in writing at least 1 week prior to implementing the changes.

B. Coordination:
   1. Maintain constant communications with the local jurisdictional agency regarding Contractor operations for maintaining and controlling traffic.
      a. Contact the Bureau of Transportation, Baltimore City Department of Public Works at least 2 weeks before construction begins.
      b. Notify and coordinate with the Bureau of Transportation, Baltimore City Department of Public Works, at least 3 working days (72 hours) prior to commencing maintenance of traffic work, including but not limited to partial or full closure of lanes and/or signing for detour directions.
   2. For Baltimore City involvement, contact:
      Mr. Joseph Seuka
      City of Baltimore DPW
      Bureau of Transportation
      Transportation Engineering Division
      306 Abel Wolman Municipal Building
      200 N. Holiday Street
      Baltimore, MD 21202
      (443) 829-3555
      joseph.seuka@baltimorecity.gov

3. Temporary Closing:
   a. Prior to temporary closing part of any street, sidewalk or other access to traffic or changing traffic patterns from those indicated on the Contract Drawings, obtain approval from the appropriate jurisdictional agency, at least 2 weeks before such closures or changes are made.
   b. Deviations will be allowed only for emergency conditions affecting life and property and the Contractor is responsible for immediately notifying the Engineer and the appropriate jurisdictional agency of any such emergency changes.
4. Submit a copy of all third party notifications and approvals to the Engineer for information.

C. Scheduling:
1. Contractor Surface Operations:
   a. Schedule surface operations so Work is not performed intermittently throughout the area.
   b. Schedule and perform excavation or construction activities completion required to permit opening the street areas to traffic without unnecessary delays.

PART 2 PRODUCTS

2.01 TRAFFIC CONTROL DEVICES AND MATERIALS

A. Traffic control devices specified in the following standard specification sections in the Maryland State Highway Administration (SHA) Standard Specifications for Construction and Materials apply, except as noted below:
1. Arrow Panel: Section 104.07.
   a. Unless otherwise specified in the Contract Documents, provide self-contained trailer units.
2. Barricades for Maintenance of Traffic: Section 104.13.
3. Cones for Maintenance of Traffic: Section 104.14.
4. Drums for Maintenance of Traffic: Section 104.12.
   a. Provide drums manufactured from low-density polyethylene (PE) to withstand impact without damage to them or vehicles.
   b. Provide drums 36 inches in height and at least 18 inches in diameter.
   c. Provide drums having horizontal, circumferential, orange and white, 6-inch wide reflective stripes, 2 each of white and orange alternating with the top stripe being orange.
   d. Drums may have one or more flat sides as long as the minimum 18-inch diameter is satisfied.
5. Portable Variable Message Signs (PVMS): Section 104.19.
6. Temporary Concrete Traffic Barrier (TCB) for Maintenance of Traffic: Section 104.04.
7. Temporary Pavement Markings: Section 104.11.
8. Temporary Traffic Signs (TTS): Section 104.08.

B. Traffic control devices shown in the following Maryland State Highway Administration (SHA) “Standards for Highways and Incidental Structures” standard numbers apply (See Appendix B for copies of the standards):
   1. Lane Closures:
      a. Furnish left lane closures conforming to Standard No. MD-104.04-04 Left Lane Closure/Divided Uncon. Eql/Less Than 40 MPH.
      b. Furnish right lane closures conforming to Standard No. MD-104.04-06 Right Lane Closure/Divided Uncon. Eql/Less Than 40 MPH.

C. For temporary painted pavement markings provide paint materials listed on the State Highway Administration Office of Materials Technology's (OMT) Qualified Products List (QPL).

PART 3 EXECUTION

3.01 MAINTAINANCE OF TRAFFIC

A. Maintain, furnish, install, and remove the traffic control and protective devices indicated on the approved Traffic Plan when they are no longer required for maintaining pedestrian and/or vehicular traffic.
   1. Provide traffic control and protective devices including temporary barriers, guard rails, and traffic drums; temporary striping and pavement markings; temporary signs such as detour signs; temporary lighting, overhead warning lights, and flashing lights; barricades; arrow panels and directional electrical warning signs; portable variable message signs; and other required devices indicated on the approved Traffic Plan.
      a. Refer to SHA Standard Drawing Nos. MD-104.04-04 and MD-104.04-06 in Appendix B in the Contract Specifications Book for lane closure requirements.
   2. Provide the services of qualified flagmen where required.

B. Existing Traffic Control Devices:
   1. Street name and traffic signs which are useable but are in the way of construction activities will be salvaged by the jurisdictional agency. Furnish 48-hour notice to the jurisdictional agency before removing these signs.
   2. Whenever parking meters require removal, the heads will be removed by the agency upon 48-hour notice and the Contractor is responsible for removing the posts.
   3. Minor adjustments in the location of traffic signal heads and adjustments in signal timing will be performed by the jurisdictional agency upon one week notice
      a. Relocation or removal of existing traffic signals or installation of new signals will be carried out by the agency upon one-week notice with an allowance of 2 weeks to complete the work.
      b. Provide replacement conduit, foundations, support, and hand boxes required in accordance with the local standards. The jurisdictional agency will perform all cable work required on its system.

C. Redirecting Traffic:
   1. All channelizing, shifting of traffic lanes, and barricading of traffic in connection with the work are subject to approval by the appropriate jurisdictional agency.
   2. Existing local standards for signing and marking of construction will apply in addition to ANSI D6.1e, Manual of Uniform Traffic Control Devices.
   3. Keep all lanes intended for traffic use clear for a width of 11 feet unless all vertical obstructions are kept 4 or more feet from the edge of the lane in which case 10 feet may be used.

D. Intersections:
   1. Excavate and deck intersections in stages as indicated in the Traffic Plan.
   2. Phase construction so the required number of traffic lanes on each street will be provided at all times during these operations.
   3. After the decking installation is completed, fully maintain traffic in all intersections.
   4. Adequately bridge trenched or open excavations where traffic lanes are open to traffic during certain hours.

E. Temporary Traffic Control Signs:
   1. Adequately post each change in location of traffic using signs mounted on barricades or standard posts.
   2. Provide temporary signing conforming to Section 6B of the Manual of Uniform Traffic Control Devices (MUTCD) and the Maryland Manual on Uniform Traffic Control Devices (MdMUTCD).
      a. Unless otherwise specified, provide 48-inch by 48-inch reflectorized temporary signing
      b. For signs in place for 3 working days or less, roll-up signs are acceptable.
         1) Install signs mounted on portable supports for temporary conditions so the bottom of the signs is not less than 1 foot above the roadway pavement elevation; higher mountings are desirable.
         2) Furnish self-erecting portable sign supports able to withstand a wind velocity of 70 mph and to maintain themselves within 5 degrees rotation around their vertical axis.
      c. For signs in place for more than 3 working days, mount signs on two 4-inch square posts at least 7 feet above the existing ground line to the bottom of the sign.
         1) Do not allow the tops of the wood posts to protrude more than 3 inches beyond the nearest edge of the sign.
         2) Place 4-inch square wood posts at least 4 feet into the ground. Additional bracing of signs is prohibited.
   3. Do not install or display temporary traffic signs until they have been inspected and approved by the Engineer.
   4. Properly maintain signs, keep them in place only as needed, and immediately remove them thereafter.
      a. When a sign is not indicative of actual conditions such as during periods of partial shutdown or extended periods of no work being performed, remove the sign, turn it away from traffic, or completely cover it with an opaque material that is approved by the Engineer.

b. Maintain sign faces free of tape, tape residue, or any other foreign matter, and remove any advertisements from signs and supports.
   1) Do not allow supplemental signs to cover any part of the face of the primary sign.
   2) Do not allow weeds, shrubs, trees, construction equipment, materials, personal vehicles, or any other obstruction to obscure signs.

5. Return project identification and information sign(s) supplied by the Engineer to the Engineer; remove temporary signing and all associated hardware, fittings, posts, brackets and incidentals from the project when they are no longer needed.
6. Removed temporary signing becomes the property of the Contractor.
7. All regulatory signs required for the construction areas will be provided and removed by the appropriate jurisdictional agency.
8. Temporary no parking signs which are to be used for short periods will be provided by the local police.

F. Arrow Panels:
   1. Furnish, place, and remove arrow panels for use at location specified in the Contract Documents or as directed by the Engineer.

G. Portable Variable Message Signs (PVMS):
   1. Furnish, place, and remove PVMS for use at locations as directed by the Engineer.
      a. Locate the PVMS as shown on the Contract Documents
      b. Set up and operate the PVMS on the project site 24 hours in advance of actual use.
         1) Ensure that each unit is functioning properly and is approved.
      c. Aim the PVMS at approaching traffic in compliance with the 900-foot minimum visibility and legibility requirement.
         1) Ensure that the PVMS is level and that the sign face is not obscured by highway alignment or glare from either sunlight or vehicle headlights.

H. Pavement Marking:
   1. Provide necessary temporary pavement marking required in connection with the temporary street work, and remove or obliterate existing or temporary pavement markings as required whenever vehicle traffic is moved to a newly available pavement area or to different traffic patterns.
   2. Apply pavement markings in accordance with the pavement marking manufacturer’s recommendations.
   3. Permanent paving markings for public streets will be provided by the local jurisdictional agency, unless otherwise indicated.
   4. Remove existing permanent pavement markings where indicated and temporary pavement markings once they are no longer required to ensure safety.

I. Traffic Drums:
   1. Furnish and place traffic drums as warning or channelizing devices to control or maintain traffic. Locate the drums as indicated in the Contract Documents or as directed by the Engineer.

2. Weight the drums adequately with bags of sand to keep them from moving. Place these bags, with no other attachments, so they rest on the base of the drum.
3. Maintain the drums in like-new condition.
4. Replace barricades damaged by traffic within 4 hours after notification.

J. Temporary Precast Concrete Traffic Barrier:
1. Furnish, place, reset, and remove temporary traffic barrier for use at locations specified in the Contract Documents or as directed by the Engineer.
2. Resetting traffic barrier requires removing and relocating temporary barrier as directed by the Engineer.

K. Temporary Walkways:
1. In areas where removal of existing sidewalks is necessary, maintain access to adjacent businesses, entrances, and properties providing temporary walkways having a width of not less than 6 feet.
2. Comply with the Maryland State Highway Administration's Maintenance of Pedestrian Access during Construction regulations.

L. Temporary Paving and Patching:
1. Construct, maintain, and remove temporary pavement and patching required to safely and expeditiously handle vehicle and pedestrian traffic, within or adjacent to the construction site.
2. Provide temporary pavement and patching composition conforming to the specifications of the local jurisdictional agency.
3. Construct, maintain, and remove temporary pavement and patching required by the Contractor's operations off the site in accordance with the requirements specified herein.

3.02 CONSTRUCTION OPERATIONS UNDER TRAFFIC

A. Construction Equipment:
1. When in traffic lanes, operate all vehicles and equipment at normal traffic speeds.
2. If operating vehicles and equipment at normal traffic speeds is not practicable, vehicles and equipment must display a slow moving vehicle emblem.
3. Do not park construction equipment in any lane intended for use by normal traffic
4. Park or store equipment at the work site behind a guard rail, barrier, curb, or other protective device.

B. One-Way Traffic:
1. Do not operate construction equipment on one-way traffic lanes, except in the designated direction of travel for the respective lanes.

C. Construction Operations:
1. Do not perform construction work requiring traffic lanes to be occupied during adverse weather conditions or adverse road conditions except when so authorized by the Engineer, and properly safeguard traffic by

using flashers and lights in addition to the signs and other markings specified herein.
    a. During these periods, do not make construction deliveries over a travel lane or immediately adjacent to one.
2. When traffic conditions dictate, the Engineer may require the Contractor to modify his work operations during the time required to alleviate the hazardous traffic conditions.

D. Equipment Travel:
1. Do not move construction equipment other than that designed and used for general highway transportation on streets during hours of darkness, periods of adverse weather conditions which reduce normal visibility, or when the roadway is covered with snow or ice.
2. Move construction equipment or material required for construction which exceeds the maximum vehicle dimensions only in accordance with the established State and local regulations.
    a. Do not move oversized loads over streets of the local jurisdictional agency without first obtaining the approval of the appropriate agency.

E. Crossing Traffic Lanes:
1. When it is necessary for construction equipment, to cross open traffic lanes furnish flagmen to safeguard the crossing.

F. Flagmen:
1. To safeguard and maintain vehicle and pedestrian traffic, furnish flagmen qualified.
    a. Flaggers must be certified by the American Traffic Safety Services Association (ATSSA) in accordance with the ATSSA Traffic Control Technician (TCT) Certification program, and are required to wear safety vests complying with the SHA High Visibility Safety Apparel Policy, which requires a minimum of Class 2 ANSI/ISEA 107/2004 fluorescent orange-red or yellow-green apparel, outermost and yellow hard hats.
    b. Provide apparel having orange, yellow, white, silver, yellow-green, or a fluorescent version of these retroreflective colors that are visible at least 1000 feet away.
    c. Equip the flagmen with flares for adverse weather conditions and with a STOP/SLOW paddle for slowing, stopping, or directing traffic to another lane.
2. Ensure that flagmen perform their duties courteously and so the safety and convenience of the traffic within the limits of the guarded area is insured.

G. Removal of Traffic Control Devices:
1. Remove temporary signs, barricades, barrier curbs, drums, and cones used for safeguarding traffic in connection with construction work at the close of each work day, unless the state of the Work is such that warning devices are still needed and are adapted for night closing
    a. When warning devices are needed after the close of each work day, notify the Engineer reasonably in advance of the normal quitting time so the status of the work can be reviewed and additional safety measures the Engineer deems necessary can be requested.

PART 4 MEASUREMENT AND PAYMENT

4.01 MAINTENANCE OF TRAFFIC

A. Measurement:
   1. Maintenance of traffic will not be measured.

B. Payment:
   1. Maintenance of traffic will be paid for as a Lump Sum price. This price shall be full compensation for all material, equipment, tools, labor and all work to set up, maintain, and remove maintenance of traffic items when no longer needed.

4.02 STATE HIGHWAY ADMINISTRATION (SHA) SPECIFICATIONS AND SPECIAL DETAILS

A. Where the Work includes items specified in the Maryland Department of Transportation State Highway Administration (SHA) Standard Specifications for Construction and Materials or depicted on SHA Special Details, and measurement and payment provisions are included in these specifications or on these SHA Special Details, ignore the measurement and payment provisions described in the SHA Standard Specifications for Construction and Materials or on the SHA Special Details; and measure and pay for these items as specified in the Special Provisions of this Contract.

END OF SECTION

SECTION 01570

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes environmental requirements for the following:
   1. Waste Handling
   2. Stormwater Management
   3. Erosion and Sedimentation Control
   4. Sanitary Sewer Discharge
   5. Air Quality Management
   6. Construction Materials and Storage
   7. Spill Prevention and Management
   8. Special Hazardous Materials
   9. Equipment Decommissioning
   10. Contaminated Soils and Groundwater
   11. Underground Storage Tanks (UST)
   12. Natural Resources
   13. Wetland Rectification
   14. Historical, Archeological, and Cultural Resources

1.02 REFERENCES

A. Definitions:
   1. Contaminated Material: Material that contains one or more contaminants from an unintentional or intentional spilling, leaking, pumping, pouring, emitting, emptying, or dumping of a hazardous substance, hazardous waste, pollutant, or naturally occurring contaminant at a concentration which fails to satisfy any applicable remediation standard.

B. Reference Standards:
   1. Maryland Department of Environment (MDE), Water Management Administration:
      a. Maryland Standards and Specifications for Soil Erosion and Sediment Control:
         1) Detail E-2 Silt Fence on Pavement.
         2) Detail E-6 Filter Log.

1.03 COMMON REQUIREMENTS FOR ENVIRONMENTAL PROTECTION

A. Refer to General Provisions Section GP-7 which specifies requirements for environmental protection and stewardship applicable to this Contract.

B. The Maryland Transit Administration (MTA) operates in accordance with guidance set forth in their Environmental Policy and an Environmental Management System (EMS) that meets the International Organization for

Standardization's (ISO) standard for Environmental Management Systems (ISO 14001).

1. The MTA's EMS prevents adverse environmental impacts by instituting a structured approach to environmental protection and stewardship in daily operations, including those of MTA's contractors and suppliers.
2. The following information is supplied to contractors and suppliers who perform work for the MTA and is intended to make them aware of the EMS and to ensure conformance to the MTA's Environmental Policy and applicable EMS procedures and instructions.
3. Conformance with the Environmental Policy and all requirements noted in this document is expected of all those persons working for or on behalf of the MTA which includes contractors, subcontractors, suppliers, and their employees at a job site.

C. Failure to follow these requirements can result in penalties or work stoppage which will be determined and controlled by the MTA Construction Resident Engineer.

D. Contact the MTA Environmental Manager through the Engineer with any questions regarding the Environmental Policy and/or any other environmental related documents.

E. MTA contractors, subcontractors, suppliers and their employees are required to minimize environmental pollution and damage that may occur as the result of construction operations.
   1. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire duration of this contract.
   2. Delays resulting from failure to comply with environmental laws and regulations are the Contractor's responsibility.

F. Pollution Prevention:
   1. Contractors/suppliers are responsible for preventing pollution of the air, water, and land; and for the proper disposition of waste generated by their activities.
   2. The guidelines herein provide specific information to assist contractors/suppliers with this requirement, but these guidelines do not take the place of federal, state, and local regulations.

G. Environmental Regulation Compliance:
   1. The contractor/supplier must comply with all Federal, State, and local regulations.
      a. Comply with the Clean Water Act, Maryland's Chesapeake Bay Critical Area Act, the National Flood Insurance Act, and others as applicable.
   2. In addition to preventing pollution, contractors/suppliers are responsible for their own compliance with all applicable Federal, State, and local environmental regulations pertaining to environmental protection.

H. Excavation Control:
   1. Contractors/Suppliers must complete the Contractor Environmental Checklist to ensure no environmental risk is posed by excavation activities.
      a. Refer to Article 1.04 for more information regarding the Contractor Environmental Checklist.

2. Excavation may require permits from the Maryland Department of the Environment (MDE).

I. Community Awareness:
1. Contractors/Suppliers must be sensitive to the effects of noise, odor, light, and traffic movement to the local community.

J. Good Housekeeping:
1. Contractors/Suppliers are responsible for keeping the site clean and orderly.
2. Evaluate site cleanliness daily, and properly dispose of all trash and debris by the close-of-business each day.

K. Training:
1. Train the Contractors/Suppliers employees to understand applicable Federal, State, and local environmental regulations and standards.
2. Submit copies of Contractor/Supplier employee's training certificates in accordance with the contract requirements or upon request from the MTA Environmental Manager or Site Engineer. Submit documents to the Engineer for processing.

L. It is the responsibility of the Contractor to ensure compliance by subcontractors with the provisions of this and the other specification sections.

M. Use of equipment from which factory-installed antipollution and noise control devices are removed or rendered ineffective, either intentionally or through lack of proper maintenance, is prohibited.

1.04 CONTRACTOR ENVIRONMENTAL CHECKLIST

A. No later than 15 days after the issuance of the NTP, complete the "Contractor Environmental Checklist" attached to this Special Provision and submit it to the Engineer for review.
1. The purpose of this form is to establish whether or not a particular activity poses a substantial environmental risk that needs specific additional controls.
2. Do not commence field work before the Contractor Environmental Checklist has been completed and approved by the Engineer.

B. The MTA Environmental Manager will review this checklist and determine whether or not the proposed project activities pose a substantial environmental risk.
1. If the expected environmental risk needs no further controls, the MTA Environmental Manager will approve the checklist noting that "no further action" is needed and the checklist will be returned to the MTA Engineer no later than 14 days after receipt.

1.05 CONTRACTOR/SUPPLIER ENVIRONMENTAL ACTIVITY STATEMENT:

A. If after reviewing the Contractor Environmental Checklist the MTA Environmental Manager determines that additional controls are needed the Contractor must complete and submit the "Contractor/Supplier Environmental Activity Statement" attached to this Special Provision to the Environmental Manager.
1. The Contractor Environmental Activity Statement form is required if the MTA Environmental Manager determines that a contractor/supplier's activities

pose a substantial risk of an adverse environmental impact such that additional controls are needed.

2. If requested by the Engineer, the Contractor must use the Contractor Environmental Activity Statement form provided to submit a written statement outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations.
3. Only the Contractor will be required to complete the Contractor Environmental Activity Statement form, which must be completed no later than 10 days after the “Contractor Environmental Checklist” has been submitted.
4. The Activity Statement must address potential risks to the environment, contractors, employees and other personnel associated with MTA project activities and proposed measures for minimizing these risks.

B. Upon review and approval of the Contractor Environmental Activity Statement by the MTA Environmental Manager in coordination with the Engineer, the contractor/supplier may commence work at the site.

C. The Environmental Manager will coordinate subsequent activity with the MTA Engineer.

1.06 SUBMITTALS

A. In accordance with the requirements specified in Section 01300 “Submittals”, submit the following and additional information as specified by each to the Engineer for approval.
   1. Special Procedure Submittals:
      a. Contractor Environmental Checklist.
      b. Contractor Environmental Activity Statement.

PART 2 PRODUCTS

2.01 FILTER LOGS

A. Furnish materials for filter logs in accordance with Maryland Standards and Specifications for Soil Erosion and Sediment Control Detail E-2 which is shown on the Drawings.

2.02 SILT FENCE ON PAVEMENT (SFOP):

A. Furnish materials for silt fence on pavement (SFOP) in accordance with Maryland Standards and Specifications for Soil Erosion and Sediment Control Detail E-6 which is shown on the Drawings.

2.03 SPILL KITS

A. Furnish and maintain spill kits approved by the Engineer to contain and clean up small spills generated by the Contractor’s employees or from the Contractor’s materials.

PART 3 EXECUTION

3.01 WASTE HANDLING

A. Proper waste handling and disposal is the Contractor's responsibility.
   1. Dispose of site waste (i.e., construction debris, scrap metal, municipal solid waste, non-hazardous waste, hazardous waste, and similar items) properly.
   2. Label, handle, store, and dispose of site waste material in accordance with applicable Federal and State regulations.
      a. Label waste containers such as drums with the contents of the container, the responsible contractor's name, and the responsible contractor's contact information.
      b. No unlabeled containers are permitted onsite.
      c. Handle and dispose of trash so contamination of the site and other areas is prevented.
         1) Do not dump or deposit debris or rubbish of any kind into a waterway, onto adjacent banks, or onto roadways.
         2) Provide and maintain containers and dumpsters or haul away material to be disposed of. Do not use adjacent business's dumpsters.
         3) Pick up trash and place it in containers.
         4) Empty trash containers on a regular schedule.
         5) Do not dispose of trash in wetlands or burn waste material onsite.
         6) Upon project completion, restore the site to a clean and neat appearance.
   3. Transport site waste to an approved offsite disposal site, and dispose of the waste in compliance with Federal, State, and local requirements.
      a. The MTA Environmental Manager through the Engineer must approve all waste disposal routes.
      b. Approval of the disposal site is required by the Engineer and/or by the MTA Environmental Manager depending on the waste type.
      c. Waste haulers must obtain a permit or license prior to transporting any material offsite.
      d. Waste Documentation: Shipping information and paperwork (MSDS, Waste Profiles, Bills of Lading, Manifests, and inventory) must be provided to MTA upon request.

B. Hazardous Waste:
   1. Notify the MTA Environmental Manager through the MTA Engineer of all hazardous waste streams to be generated before a waste is generated and collected onsite.
   2. Storage locations of all hazardous waste generated, maximum quantities of hazardous waste, and the hazardous waste container types used must be approved by the MTA Environmental Manager.
   3. Coordinate Site Hazardous Waste ID numbers with the MTA Environmental Manager.
   4. Hazardous waste manifests must be approved by the MTA Environmental Manager.
      a. Hazardous waste manifests can only be approved and signed by members of the MTA Environmental group.

b. Hazardous waste manifests must be signed by the Environmental group of the MTA Office of Safety, Quality Assurance, and Risk Management (OSQARM).
c. Submit copies of hazardous waste manifests to the Environmental Manager through the Engineer.

C. Recycling Waste:
1. Properly manage waste from demolition or other work at the MTA site that is deemed recyclable and convey it to an approved facility.
2. Submit recycled material totals and manifest/weigh bills to the Environmental Manager through the Engineer.

3.02 STORMWATER MANAGEMENT

A. Complete inspections required by the stormwater permit, and submit a copy of the inspections to the MTA Environmental Manager through the Engineer.

B. Storm Water Management Plan:
1. A Storm Water Management Plan is included with the Contract Documents.
a. Refer to the Contract Drawings for the Storm Water Management Plan.
2. Ensure that stormwater management on the site complies with all pertinent Federal, State, and local regulations. Comply with the most stringent requirements.

C. Prevent solids from entering storm drains.
1. Unless otherwise directed, cover all dirt piles to prevent solids from entering storm drains.
a. The covering must comply with MDE requirements.
2. If necessary, provide storm water control measures such as silt fences, straw bales, and other items designed to control the solids entering storm drains from erosion or other processes.

D. Keep roadways and outside areas clean.

E. Do not co-mingle process materials or other sources of water pollution with stormwater.
1. Prevent vehicle fluids from entering stormwater.
a. Do not perform vehicle maintenance near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline, and antifreeze.

3.03 EROSION AND SEDIMENTATION CONTROL

A. Erosion and Sedimentation Permit:
1. An Erosion and Sedimentation Control permit will be provided prior to the Notice to Proceed.

B. Erosion and Sedimentation Control Plan:
1. An Erosion and Sedimentation Control Plan is included with the Contract Documents.
a. Refer to the Contract Drawings for the Erosion and Sedimentation Control Plan.

C. Provide erosion and sedimentation control measures such as silt fences, straw bales, and other items designed to control erosion of soils from the site.
   1. Install filter logs in accordance with Maryland Standards and Specifications for Soil Erosion and Sediment Control Detail E-2 which is shown on the Drawings.
   2. Install silt fence on pavement (SFOP) in accordance with Maryland Standards and Specifications for Soil Erosion and Sediment Control Detail E-6 which is shown on the Drawings.

3.04 SANITARY SEWER DISCHARGE

A. Discharging material other than sanitary sewage to the sanitary sewer system is prohibited without the prior consent of the MTA Environmental Manager.
   1. Prior to the Notice to Proceed (NTP), discuss handling of material discharges within the Contractor Activity Statement for approval by the MTA Environmental Manager.

3.05 AIR QUALITY MANAGEMENT

A. Dust Control:
   1. Provide adequate control of fugitive dust emissions during all operations and activities.
   2. Refer to Section 01500 “Temporary Facilities and Controls” for additional dust control requirements.

B. Other Emissions:
   1. Contractors/Suppliers must comply with all Clean Air Act requirements for emissions resulting from their activities.
   2. Other emissions, such as purposeful venting of CFC-containing refrigerants, are strictly prohibited.

C. Noise:
   1. Provide adequate noise control and monitoring devices.
   2. Refer to Section 01500 “Temporary Facilities and Controls” for additional noise requirements.

3.06 CONSTRUCTION MATERIALS AND STORAGE

A. Material Safety Data Sheets:
   1. Do not transport hazardous chemicals onto the project site without prior approval of the associated Material Safety Data Sheets (MSDS) by the MTA Office of Safety, Quality Assurance, and Risk Management (OSQARM).
   2. Hazardous materials may include, but are not limited to, sealers, adhesives, paints, coatings, fuels, oils, acids and caustics.
   3. All container sizes require review and approval prior to the Notice to Proceed (NTP) and before their use onsite.
   4. Keep the Material Safety Data Sheets (MSDS) available onsite for all chemical products in use whenever the Contractor’s employees are working there.
   5. Make MSDSs available to the Engineer upon request.

B. Material Storage:
   1. Do not store any materials and supplies on MTA property without the consent of the MTA Engineer.
   2. Select areas for material storage, and put safeguards in place to prevent stormwater runoff contamination.

C. Chemical Storage:
   1. Equip approved outside storage areas for chemical materials with non-earthen secondary containment equal to 110 percent of the capacity of the largest container.
   2. Keep chemical containers closed except when in use.

D. Container Types and Labeling:
   1. Ensure that all material containers owned or managed by the Contractor are compatible with the material stored in the container and will be properly labeled in accordance with the OSHA Hazard Communication Standard and DOT standards (i.e., contents, primary hazard).

3.07 SPILL PREVENTION AND MANAGEMENT

   1. Keep approved spill kits onsite and easily accessible for use during emergencies.

B. Spill Prevention:
   1. Provide adequate spill/release prevention (such as secondary containment) for all bulk materials.
   2. Conduct onsite fueling and lubrication of equipment and motor vehicles so spills and evaporation are prevented.
   3. Dispose of lubricants in accordance with approved procedures meeting state and local regulations.

C. Spill Response:
   1. Immediately report all spills or releases of materials to the MTA Engineer who will in turn notify the Environmental Manager.
      a. For oil and hazardous material spills that violate state and local regulations, notify the Engineer immediately.
   2. Complete spill mitigation, and document the clean up with field notes and photos until the spill incident is deemed closed by the MTA Environmental Manager.

3.08 SPECIAL HAZARD MATERIALS

A. If during the course of the work on the Project, asbestos, asbestos containing material (ACM), polychlorinated biphenyls (PCB), or any other hazardous materials as recognized by the Maryland State Department of Health and Mental Hygiene is encountered, promptly notify the Engineer, and utilities if the hazardous materials are located on their property.

B. Do not perform any work pertinent to the asbestos or other hazardous material prior to receipt of special instructions from the Administration through the Engineer.

C. Any delay in the progress of the work as a result of encountering either asbestos or other hazardous materials on the project will be mitigated by the Administration.
   1. Within 24 hours after notifying the Administration through the Engineer that asbestos or hazardous materials have been encountered, meet with the Engineer to re-plan and work around the affected area.
   2. The Administration will provide the special instructions without delay; and with the approval of the MTA Environmental Manager, authorization to progress the Work.

D. Polychlorinated Biphenyls (PCB):
   1. PCB Notification:
      a. Immediately report PCB-containing chemical substances, mixtures, equipment, containers, sealants, coatings, and dust control agents found stored within the project area to the Engineer in writing; and stop work in the area.
      b. If a material is suspected to have PCB contamination, notify the MTA Environmental Manager via the Engineer.
         1) Contractors/suppliers must manage materials and waste that contains PCBs in accordance with the Toxic Substances Control Act (TSCA).
         2) Do not use PCB chemical substances, mixtures, equipment, containers, sealants, coatings, or dust control agents except in accordance with the provisions of the Maryland Department of Health and Mental Hygiene as interpreted by the rules and regulations of 40 CFR 761.
   2. PCB Removal:
      a. Coordinate Contractor/supplier PCB removal with the MTA Environmental Manager through the MTA Engineer.
   3. Lighting Ballast Disposal:
      a. Dispose of lighting ballasts that do not state that they are a non-PCB containing ballast as recycled PCB-containing ballasts.

E. Asbestos Containing Material (ACM):
   1. Asbestos Containing Material (ACM) Notification:
      a. Prior to initiating any field work, evaluate demolition and renovation work for the presence of ACM, and ensure that this assessment is conducted by a Qualified Person (QP).
         1) A Qualified Person (QP) as defined in 29 CFR 1926.32(f), is a person capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure and has the authority to take prompt corrective measures to eliminate them.
      b. If the Contractor identifies ACM during preliminary evaluation of work, it must inform the Engineer who will contact the MTA Environmental Manager.
   2. MTA Asbestos Management Procedure:
      a. Conduct all asbestos removal and disposal activities in accordance with procedures approved by the MTA Environmental Manager.
      b. Approval for asbestos work must be received prior to initiating field work.
   3. Compliance with Regulations:
      a. Contractors/suppliers engaged in activities that involve ACM must comply with 29 CFR 1926.1101, and 29 CFR 1910.1001 (and related

Maryland regulations) as regulated by the Maryland Department of the Environment (MDE).

F. Lead:
   1. Lead Testing:
      a. When welding on building components or building structural steel, test for the presence of lead based paints.
      b. Employ an approved lab to perform the testing as directed by the MTA Environmental Manager.
      c. Conduct the testing prior to work, and coordinate the testing through the MTA Engineer.
      d. Submit the test results and chain of custodies to MTA.
   2. MTA Lead Management Procedure:
      a. Conduct all lead removal and disposal activities in accordance with procedures approved by the MTA Environmental Manager and the applicable OSHA Lead Standard for the specific project activities.
   3. Compliance with Regulations:
      a. Contractors/suppliers engaged in activities that involve lead must comply with 29 CFR 1910.25 (the general industry lead standard) and 29 CFR 1926.62 (in conformance with the requirements of the Maryland Occupation Safety and Health Administration) for construction activities.

G. Refrigerants (CFCs):
   1. Training:
      a. Provide copies of employee training certificates to the Engineer for transmittal to the MTA Environmental Manager upon request.
   2. Intentional venting of CFCs to the atmosphere is strictly prohibited.
   3. Maintain records of recycling for removed CFC's, and submit the records to the MTA Environmental group through the Engineer.

3.09 EQUIPMENT DECOMMISSIONING

A. Inspection:
   1. Prior to removing equipment, thoroughly inspect the equipment for fluids and other hazardous materials.

B. Fluids and Hazardous Material Management:
   1. Remove all fluids and other hazardous materials in the equipment prior to decommissioning it, and dispose of waste generated in accordance with local, State and Federal regulations.

3.10 CONTAMINATED SOILS AND GROUNDWATER

A. If contaminated soils or groundwater is encountered during site excavations, stop excavation and notify the Engineer.
   1. The Engineer will notify the Environmental Manager.
   2. The MTA will notify all pertinent regulatory agencies.

B. Do not remove contaminated soil or groundwater from the site until the material has been sampled, analyzed, and characterized by an approved testing laboratory retained by the Contractor.
   1. The Environmental Manager, through the Engineer, will provide the Contractor with a list of approved laboratories.
   2. Following characterization, submit the results to the Environmental Manager through the Engineer.
   3. Based upon the test results, the Environmental Manager will determine a suitable and approved disposal facility for the material.
   4. It is the Contractor's responsibility to arrange for transport of the contaminated soil to the facility and submission of waste manifests to the Environmental Manager through the Engineer.

C. Prior to disposing of contaminated soil or groundwater, coordinate onsite stockpiling of the contaminated soil or groundwater with the Engineer and Environmental Manager.
   1. Prepare the stockpile to mitigate contamination of groundwater, and loss offsite and to storm drains.

D. Soils meeting any of the following criteria are considered hazardous, and thus contaminated, and they must be managed according to applicable regulations:
   1. Soils test positive for characteristics of a hazardous waste defined at Title 40 CFR Part 261 Subpart C 261.21-261.24.
   2. Soil contains a waste listed in 40 CFR 261 Subpart D 261.31-261.33.
   3. Soil is a mixture of a solid waste (non-hazardous) and one or more hazardous wastes listed in 40 CFR 261 Subpart D 261.31-261.33.
   4. Soil and Groundwater that have constituents that exceed the Maryland Residential and/or Non-residential reuse standards are considered contaminated.
      a. These standards are provided in the latest edition of the Maryland Department of Environment's Cleanup Standards for Soil and Groundwater.
      b. After receiving approval of the disposal of these contaminated soils and groundwater by the MTA's Environmental Manager in cooperation with the Engineer, coordinate their disposal with the MTA's Environmental Manager in cooperation with the Engineer.

3.11 UNDERGROUND STORAGE TANKS

A. If an underground storage tank (UST) is encountered during site excavations, stop excavation and notify the Engineer.
   1. The Engineer will notify the MTA Environmental Manager.
   2. The MTA will notify all pertinent regulatory agencies.

3.12 AIR, LAND, AND WATER NATURAL RESOURCES

A. Preserve the natural resources within the project boundaries and outside the limits of permanent work performed in their existing condition, or upon completion of the work restore them to an equivalent of the existing condition as approved by the Engineer.

B. Land Resources:

1. Except in areas indicated to be cleared, do not remove, cut, deface, injure, or destroy trees, shrubs, and vegetation without special permission from the Engineer.
    a. Do not fasten or attach ropes, cables, or guys to any existing nearby trees for anchorage.
2. The use of herbicides is not permitted unless otherwise specified.
3. Submit a plan for protecting existing trees and vegetation to remain and that could be injured, bruised, defaced, and otherwise damaged by construction operations.
4. Adhere to State and Local tree/forest protection and mitigation measures, whichever is more stringent.
    a. At a minimum, abide by the Maryland Reforestation Law and the Roadside Tree Law.
5. Repair and restore the trees and other landscape features scarred or damaged by the Contractors equipment and operations to their original condition.
    a. Submit the repair and restoration plan to the Engineer for approval prior to its execution.
    b. Prepare the repair and restoration plan in accordance with all applicable policies and procedures of the Maryland Department of the Environment (MDE), City of Baltimore, Chesapeake Bay Critical Area, and US Army Corps of Engineers (USACE).
6. If not shown on the Drawings, the locations of the Contractor's construction facilities required temporarily in the performance of the Work, such as staging areas, storage areas, and other construction buildings on public or privately owned property, require the approval of the Engineer.

C. Water Resources:
1. Take measures to prevent oil and other hazardous substances from entering the ground, drainage areas, and local bodies of water.
2. Protect Existing Wetlands and Watercourses:
    a. Plan, schedule, and undertake the Work so existing wetlands and watercourses are protected and preserved.
    b. Do not conduct construction activities on the banks or within the channels of existing waterways or within wetlands or their buffers without specific permit coverage provided by the Maryland Department of the Environment (MDE) and US Army Corps of Engineers (USACE).
        1) These construction activities include tasks such as clearing vegetation from stream banks, placing culverts or temporary creek crossings, channelizing or straightening streams, filling wetlands with soil, or placing dams or sediment barriers across streams.
    c. Install Temporary Orange Plastic Fence as specified in Section 01500, Temporary Facilities and Controls to the outside perimeter of all wetlands in the work area.
3. Upon completion of the Project, if temporary “permitted” culverts, fords, or bridge structures are used; remove them and repair the area to its original condition or as specified herein.
4. Flood Plain- Management:

a. Design and undertake work that may involve floodplains in full compliance with the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4001 et seq.) and the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975).
b. Accommodate Executive Order 11988 (Floodplain Management) in all pertinent work through compliance with the DOT implementation plan as defined in FR 27148 (June 22, 1978).

5. Maryland's Chesapeake Bay Critical Area Act:
   a. If Contract activities are conducted within 1,000 feet of tidal waters, the Work is regulated by Maryland's Chesapeake Bay Critical Area Act. Adhere to applicable State and Local regulations, whichever is more stringent, pertaining to development within the Chesapeake Bay Critical Area.

D. Fish and Wildlife Resources
   1. Do not alter water flows or otherwise disturb native habitat near or adjacent to the Project construction area.
   2. Follow all applicable Federal, State, and local regulations and requirements pertaining to fish and wildlife resource protection and any restrictions or provisions in the Contract documents.
   3. Adhere to all "time-of-year" restrictions for in-stream work as defined in the Contract documents or pertinent Maryland regulations.

3.13 WETLAND RECTIFICATION

A. Do not disturb wetlands unless specifically required by the Contract Documents.

B. If wetlands are disturbed during development, develop a rectification plan for submittal to the Maryland Department of the Environment (MDE) and Chesapeake Bay Critical Areas Commission (CBCA).
   1. In the plan, provide for wetland functions to be rectified by planting locally indigenous species, as specified in the Maryland Department of the Environment (MDE) rectification standards.

C. Maintenance
   1. Manage rectified areas to allow for the reversion of wetland acreage and function.
   2. Do not mow, chemically treat, or otherwise manipulate rectified areas so re-generation of previous site conditions is prevented.

3.14 HISTORICAL, ARCHEOLOGICAL, AND CULTURAL RESOURCES

A. Cultural Resources Construction Protection Plan:
   1. In accordance with the National Historic Preservation Act of 1966 (NHPA), the Maryland Historic Trust Act of 1985, and the State Finance and Procurement Articles 5A-325 and 5A-325 of the Annotated Code of Maryland requirements for preserving historical, archeological, and other cultural resources have been established for this Contract in the form of a "Cultural Resources Construction Protection Plan".
      a. The Cultural Resources Construction Protection Plan for this Contract is included in the Contract Specifications Book as Appendix J.

2. Fully comply with the protocols, stipulations, and other requirements specified in the “Cultural Resources Construction Protection Plan”.

B. Do not use cultural resource facilities, buildings, sites, or cleared areas that as of the date of this Contract are on, or are eligible for listing on, the National Register of Historic Places (16 U.S.C., paragraph 470a) or listed by the Maryland Historic Trust.

C. If potential "Cultural Resources" are identified during the project activities, stop work and contact the Engineer.
   1. Cultural resources may include districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, or culture

3.15 ATTACHMENTS

A. The following attachments are appended to this Section following the “END OF SECTION” marker:
   1. Contractor Environmental Checklist.
   2. Contractor/Supplier Environmental Activity Statement.

PART 4 MEASUREMENT AND PAYMENT

4.01 WASTE HANDLING

A. Measurement:
   1. Waste Handling work required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection with Waste Handling will not be paid for directly, but will be considered incidental to the item of Work to which they pertain.

4.02 STORMWATER MANAGEMENT

A. Measurement:
   1. Stormwater Management work required under this Section will not be measured for payment, except that permitting required as a result of additional work and stormwater control measures needed to institute this work will be measured for payment.

B. Payment:
   1. Additional Stormwater Management Permitting and Associated Stormwater Control Measures provided will be paid for, as agreed upon in writing prior to acceptance, from the “Additional Stormwater Management” allowance.
   2. Payment for additional equipment or service includes all costs associated with the additional equipment.

4.03 FILTER LOGS

A. Measurement:

1. Filter logs will be measured by the linear foot properly installed and approved by the Engineer as required under this Section.

B. Payment:
1. Filter logs will be paid for at the unit price bid for “Filter Log 18 (FL-18)” indicated on the Unit Price Schedule.

4.04 SILT FENCE ON PAVEMENT (SFOP):

A. Measurement:
1. Silt Fence on Pavement (SFOP) will be measured by the linear foot properly installed and approved by the Engineer as required under this Section.

B. Payment:
1. Silt Fence on Pavement (SFOP) will be paid for at the unit price bid for “Silt Fence on Pavement (SFOP)” indicated on the Unit Price Schedule.

4.05 CONSTRUCTION MATERIALS AND STORAGE

A. Measurement:
1. Construction Materials and Storage work required under this Section will not be measured for payment.

B. Payment:
1. All costs in connection Construction Materials and Storage will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.06 SPILL PREVENTION AND MANAGEMENT

A. Measurement:
1. Spill Prevention and Management work required under this Section will not be measured for payment.

B. Payment:
1. All costs in connection with Spill Prevention and Management will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.07 SPECIAL HAZARDOUS MATERIALS

A. Measurement:
1. Special Hazardous Materials work requested and approved by the Engineer as required under this Section will be measured for payment as agreed upon in writing prior to acceptance.

B. Payment:
1. Services and Equipment provided will be paid for, as agreed upon in writing prior to acceptance, from the “Special Hazard Materials” allowance. Payment for additional equipment or service includes all costs associated with the additional equipment.

4.08 EQUIPMENT DECOMMISSIONING

A. Measurement:
   1. Equipment decommissioning work required under this Section will not be measured for payment.

B. Payment:
   1. All costs in connection with Equipment Decommissioning will not be paid for directly, but will be considered incidental to the item of work to which they pertain.

4.09 CONTAMINATED SOILS

A. Measurement:
   1. Disposal of Contaminated Soil will be measured by the ton as documented by the authorized receiving facility.

B. Payment:
   1. Disposal of Contaminated Soil will be paid at the unit bid price for "Contaminated Soil Disposal" indicated on the Unit Price Schedule.

4.10 CONTAMINATED GROUNDWATER

A. Measurement:
   1. Disposal of Contaminated Groundwater by approved means will be measured by the gallon.

B. Payment:
   1. Disposal of Contaminated Groundwater will be paid at the unit bid price for "Contaminated Groundwater Disposal" indicated on the Unit Price Schedule.

4.11 WETLAND RECTIFICATION

A. Measurement:
   1. Wetland Rectification work requested and approved by the Engineer as required under this Section will be measured for payment as agreed upon in writing prior to acceptance.

B. Payment:
   1. Wetland Rectification provided will be paid for, as agreed upon in writing prior to acceptance, from the "Wetland Rectification" allowance. Payment for additional equipment or service includes all costs associated with the additional equipment.

END OF SECTION

MARYLAND TRANSIT ADMINISTRATION

ENVIRONMENTAL MANAGEMENT SYSTEM
CONTRACTOR ENVIRONMENTAL CHECKLIST

PROJECT TITLE:			
MTA PROJECT MAN./RE			
BID / RFP #:		P.O. #:	

To be completed by the Contractor Project Manager for the contracted work or service to be performed.

Will the contracted work or service include any of the following activities?

GENERAL CONTRACTOR ACTIVITIES			
Land Disturbance (Excavation, Grading, etc.)(Wetlands,Streams)	☐ Yes	☐ No	
Construction (Building / Road / Parking Lot, etc.)	☐ Yes	☐ No	
Demolition (Building / Facility, etc.)/Asbestos	☐ Yes	☐ No	
Paving (Impervious - e.g., asphalt, concrete, etc.)	☐ Yes	☐ No	
Heavy Equip Use (Excavator, Dozer, Fork Lift, etc.)	☐ Yes	☐ No	
Blasting, Rock Crushing	☐ Yes	☐ No	
Surface Preparation / Treatments (floors, roofs, walls)	☐ Yes	☐ No	
Painting / Paint Removal (Lead)	☐ Yes	☐ No	
Sandblasting / Hydroblasting	☐ Yes	☐ No	
Welding, Cutting, Soldering	☐ Yes	☐ No	
HVAC or CFC/PCB	☐ Yes	☐ No	
Bulk Fuel / Chemical Storage or Transfer	☐ Yes	☐ No	
Use of Chemicals (solvents, caustics, acids, oils, etc.)	☐ Yes	☐ No	
Purging/Repair of Distribution Lines (fuel, oil, solvents etc.)	☐ Yes	☐ No	
Use of Herbicides, Pesticides, or Insecticides	☐ Yes	☐ No	
Well Drilling	☐ Yes	☐ No	
Discharge to Storm Drains	☐ Yes	☐ No	
Discharge to Sanitary Sewer	☐ Yes	☐ No	
Solid Waste Generation / Disposal (soil, concrete, materials, etc.)	☐ Yes	☐ No	
Medical Waste	☐ Yes	☐ No	
Hazardous Waste Generation / Disposal	☐ Yes	☐ No	☐ Unsure

To be completed by the MTA Environmental Manager after a review of activities above.

This project has activities that will significantly impact the environment ☐ Yes ☐ No

☐ This Contractor Environmental Checklist is approved, no further action is needed.

☐ The Contractor Environmental Activity Statement (ED 9-4.4.6-9) needs to be completed by the contractor .
The activity statement will be provided based on the checklist by the Environmental Manager to the contractor.

Environmental Manager Signatur_____ Date: _____

Sumit Form To: Environmental Manager, 1515 Washington Boulevard, Baltimore, Md 21230

Last Revised: 12/13/2010 ED - 9 - 4.4.6 - 8 Page 1 of 1

ENVIRONMENTAL MANAGEMENT SYSTEM
CONTRACTOR / SUPPLIER
ENVIRONMENTAL ACTIVITY STATEMENT

The following information is to be filled out by the Contractor/Supplier (Please Print). Use additional pages if needed. The form shall be returned prior to the initiation of field activities to the MTA Environmental Manager at 1515 Washington Boulevard, Baltimore, Md 21230.

Contact Person: _____ Date: _____

Company Name: _____

Activities / Work Description:

Maryland Transit Administration (MTA) Site: _____

Briefly describe the activities or work to be undertaken by your company at the MTA site.

_____

_____

_____

Training:

Your employees shall be trained per applicable federal, state, and local environmental regulations and standards. Training records shall be made available upon request. Describe the training that your employees receive.

_____

_____

Land Disturbance:

Will the activities or work you perform require the disturbance of land in an area greater than 5000 square feet? **YES or NO**

If YES, how will you comply with Erosion and Sedimentation Control requirements?

_____

_____

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? **YES or NO**

If YES, list the air emissions and the method for preventing impact to the environment.

_____

_____

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater to storm drains, streams, ditches, the land surface or sanitary sewers? **YES or NO**

If YES, how will the wastewater be handled?

_____

_____

Materials and Supplies Usage / Storage:

What materials / supplies (fuel, oil, bulk chemicals, etc.) will you be handling or bringing on site to perform the contracted work? Describe how you will prevent spills and comply with proper management requirements (such as secondary containment). Has MTA approved the products for use? Describe your ability to react to spills if they occur.

_____

_____

_____

Solid Waste Generation:

Will the activities or work you perform result in the generation of solid waste, medical waste and / or universal waste? Has laboratory analysis been performed? **YES or NO**

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

_____

_____

_____

Hazardous Waste Generation:

Will the activities or work you perform result in the generation of hazardous waste? **YES or NO**
Has laboratory analysis been performed?

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

_____

_____

_____

Waste Recycling:

Are any wastes generated to be recycled? **YES or NO**

If YES, list the recyclables, where and how they will be recycled.

_____

_____

_____

Energy:

Will the activities or work consume energy? **YES or NO**
(Electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

_____

_____

_____

LEED Construction:

Is this project subject to scoring under the Leadership in Energy and Environmental Design (LEED) criteria? **YES or NO**

If YES, what is the target level sought? _____

Other:

Are there any other ways in which your activities will affect or protect the environment? **YES or NO**

If YES, please describe below.

_____

_____

_____

Information:

Company Name: _____

Contact: First Name: _____ Last Name: _____ Title: _____

Address: _____ City: _____ State: _____

Phone: _____ Fax: _____ Email: _____

Secondary Contact: _____ Sec. Phone: _____

Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property.

The MTA Environmental Manager will communicate applicable changes to the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact the Environmental Management at (410) 454-7317.

Print Name: _____ Title: _____

Signature: _____ Date: _____

MTA Environmental Review

A review of the above-submitted document has been found to be:

☐ COMPLETE - approved, no further action is needed.

☐ INCOMPLETE - a response must be received by: _____

Environmental Manager Signature: _____ Date: _____

PROJECT TITLE:		BID/RFP#:		P.O.#:	

SECTION 01600

PRODUCTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. General requirements for products, including their transportation, handling, and storage.
   2. The use of trade names.
   3. Alternative products.

B. Related Requirements:
   1. The information in the Plans, General Provisions of the Construction Contract, Supplementary General Provisions of the Construction Contract, and other Division 01 Special Provisions apply to the Work of this Section.

1.02 DELIVERY, STORAGE, AND HANDLING

A. Transportation:
   1. Load, transport, unload, and store products so they are kept clean and free from damage.

B. Storage:
   1. For products subject to weather damage, furnish sheltered, weathertight, or heated weathertight storage as required.
   2. For products subject to damage by contact with ground, provide blocking, platforms, or skids.
   3. Store packaged materials in their original unbroken package or container.
   4. Protect products from damage during warehousing operations.

C. Handling:
   1. Avoid bending, scraping, or overstressing products.
   2. Protect projecting parts by blocking with wood, by providing bracing, or by other methods approved by the Engineer.
   3. Protect products from soiling and moisture by wrapping or by other means.
   4. Package small parts in containers such as boxes, crates, or barrels to avoid dispersal and loss.
   5. Firmly secure an itemized list and description of contents to each container.

PART 2 PRODUCTS

2.01 TRADE NAMES

A. For convenience in designation on the Contract Drawings or in the Special Provisions, certain articles or materials to be incorporated in the work may be designated under trade names or the names of manufacturers and their catalog information.

2.02 QUALITY OF MATERIALS

A. Provide new materials, except as may be otherwise indicated in the Special Provisions or on the Contract Drawings.

B. Manufacture, handle, and use the materials to ensure the completed work is in accordance with the Contract requirements.

2.03 ALTERNATIVES

A. Except in those instances where the product is designated to match others in use in, a particular improvement either completed or in the course of completion or the use of an alternative article or material which the Contractor represents to be of at least equal quality and of the required characteristics for the purpose intended will be permitted, subject to each of the following requirements:
   1. The burden of proof as to the quality and suitability of alternates is on the Contractor who must furnish all information the Engineer requires as necessary at no additional cost to the Administration. The Engineer is the sole judge as to the quality and suitability of the alternate material.
   2. If the use of an alternative material requires modification to the design or to the existing installation, submit the alternative material to the Engineer for approval. is Sole responsibility for the changes and modifications resulting from such use of alternative materials is the Contractor's.

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 PRODUCTS

A. Measurement:
   1. Measure products as specified in the Special Provision where the product is specified.

B. Payment:
   1. All costs in connection with Products will be paid for as specified in the Special Provision where the product is specified.

END OF SECTION

SECTION 01780

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Closeout Procedures.
   2. Final Cleaning.
   3. Adjusting.
   4. Punch List.
   5. Project Record Documents.
   6. Operation and Maintenance Data.
   7. Warranties.

B. Related Requirements:
   1. Section 01300: Submittals.
   2. Section 01500: Temporary Facilities and Controls.
   3. Section 01570: Environmental Protection.

1.02 CLOSEOUT PROCEDURES

A. Submit written certification to the Engineer certifying that the Contractor has reviewed the Contract documents, the Contractor has inspected the Work, and that the Work is complete in accordance with the requirements specified in the Contract Documents and is ready for the Engineer's inspection.

B. Submit the submittals required by governing or other authorities to the Engineer for information.

C. Submit the Final Application for Payment to the Engineer in accordance with the requirements specified in GP-9.04.

1.03 PUNCH LIST

A. Notify the Engineer at least 10 days in advance of the desired date for a walk-through to determine incomplete Contract items required to be complete in order to close out the Contract. This walk-through can only be done when the Work is 95 percent or better complete.

B. The following attendees are required at the walk-through:
   1. Contractor
   2. Engineer
   3. Project Designer
   4. Inspectors

5. Administration Safety Representative
6. Major Subcontractors

C. The list of incomplete items compiled by the Engineer and circulated to the attendees does not represent the final list of incomplete items, because the Administration can add an item or items discovered after the walk-through has been completed to the list until Final Acceptance.

D. Before Final Acceptance can be issued, the Contractor must complete all items on the list to the satisfaction of the Engineer.

1.04 FINAL CLEANING

A. Prior to the final inspection, perform final cleaning as follows:
   1. Mechanically clean debris from the drainage system.
   2. Clean and remove waste, surplus materials, rubbish, and construction facilities from all areas occupied by the Contractor for any purpose.

1.05 ADJUSTING

A. Adjust products and equipment so smooth and unhindered operation is ensured.

1.06 RECORD DOCUMENTS

A. Maintain onsite one set of the following Record Documents that record the actual revisions made to the Work:
   1. Contract Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.

B. Store the Record Documents separate from the documents used for construction.

C. Record information in the Record Documents concurrent with construction progress.

D. Specifications:
   1. In each Product section legibly mark and record a description of the actual Products installed, and the following information:
      a. Manufacturer's name and product number.
      b. Product substitutions or alternates utilized.
      c. Changes made by Addenda and Modifications.

E. Record Documents and Shop Drawings:
   1. Legibly mark each item to record actual construction including:
      a. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
      b. Field changes of dimension and detail.

c. Details not on original Contract Drawings.

F. As part of the monthly pay request, submit proof that As-Built Drawings have been updated to the Engineer for information.

G. Prior to the final application for Payment, submit the approved Record Documents to the Engineer for information.

1.07 OPERATION AND MAINTENANCE DATA

A. Prior to the final inspection, prepare “Operation and Maintenance Instructions” manuals for the items specified to have them and for other items for which safety, operation, or maintenance requires special instructions.

B. Bind the Operation and Maintenance Instructions in 8-1/2-inch by 11-inch three-ring binders with durable vinyl covers

C. Prepare binder covers with the printed title "Operation and Maintenance Instructions" in all capital letters; the title of the project; and, when multiple binders are required, the subject matter of the binder.

D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; and with tab titling clearly printed under reinforced laminated plastic tabs.
   1. TABLE OF CONTENTS:
      a. Prepare a Table of Contents for each volume, typed on 24 or 30 pound white bond paper, and identifying each project or system description.
   2. PART 1:
      a. Directory, listing names, addresses, and telephone numbers of major equipment suppliers.
   3. PART 2:
      a. Operation and maintenance instructions, covering the following:
         1) Significant design criteria.
         2) List of equipment.
         3) Parts list for each component.
         4) Operating instructions.
         5) Maintenance instructions for equipment and systems.
         6) Maintenance instructions for finishes including recommended cleaning methods and materials and special precautions identifying detrimental agents.
   4. PART 3:
      a. Project documents and certificates, including the following:
         1) Shop drawing and product data.
         2) Certificates.
         3) Photocopies of warranties.

E. Prior to final inspection, submit 12 complete sets of the Operation and Maintenance Instructions to the Engineer for approval.

1.08 WARRANTIES

A. Prior to the final Application for Payment, submit duplicate notarized copies of warranties to the Engineer for approval.

B. Execute and assemble warranty documents from Subcontractors, suppliers, and manufacturers.

C. Provide a Table of Contents and assemble the warranties in a three-ring binder with durable vinyl cover.

D. For items of Work delayed beyond the date of Partial Acceptance for Maintenance, provide an updated warranty submittal for each within 10 calendar days after acceptance of the items, listing the date of their acceptance as the start of the warrantee period.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.01 FINAL DOCUMENTATION

A. Measurement:
   1. Final Documentation required under this Section, including punch lists, product record documents, operation and maintenance data, and warranties, will not be measured for payment.

B. Payment:
   1. The cost of Final Documentation will not be paid for directly, but will be considered incidental to the items of Work to which they pertain.

4.02 FINAL CLEANING

A. Measurement:
   1. Final Cleaning required under this Section will not be separately measured for payment.

B. Payment:
   1. The cost of Final Cleaning will not be paid for directly, but will be considered incidental to the item of Work to which they pertain.

4.03 ADJUSTING

A. Measurement:
   1. Adjusting of products and equipment as specified under this Section will not be separately measured for payment.

B. Payment:
   1. The cost of adjusting products and equipment as specified under this Section will not be paid for directly, but will be considered incidental to the item of Work to which they pertain.

END OF SECTION

SECTION 31 13 14

SELECTIVE TREE AND STUMP REMOVAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Conditions for Construction Contracts, Supplementary General Provisions for Construction Contracts, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. It is anticipated that the work of this Section will be done by the City of Baltimore and will not be included in this Contract.

B. However, should the City's work not be done prior to the tree planting contract period, use this Section.

C. Section Includes:

1. Protecting existing vegetation to remain.
2. Selective tree removal.
3. Selective stump removal.
4. Selective stump grinding.
5. Turf restoration.

1.3 DEFINITIONS

A. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

C. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 QUALITY ASSURANCE

A. Maryland Tree Expert License:
   1. Conduct tree removal and tree care activities by a Maryland Licensed Tree Expert (LTE) or employees working under the direct supervision of an LTE.

1.5 PRECONSTRUCTION MEETING

A. Preconstruction Conference: Conduct conference at Project site.

1.6 SUBMITTALS

A. Submit a schedule for the tree removal, stump removal, stump grinding, and turf restoration work to the Engineer for review and approval.

B. Submit a Maintenance of Traffic Plan and schedule to the Engineer for review and approval.

1.7 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Engineer and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed trafficways if required by Engineer or authorities having jurisdiction.

B. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

C. Tree- and Plant-Protection Zones: Protect according to requirements in Division 01 and as indicated on the Plans.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing trees, other vegetation, and site improvements to remain from damage during construction.

   1. Restore damaged improvements to their original condition, as acceptable to the Engineer, at no cost to the Administration.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Remove tree parts, stumps, soil, and tree grindings from the sites. Tree removal debris to be transported without spillage onto roadways, sidewalks, or turf areas.

B. Restore and stabilize areas disturbed during tree and stump removals in the existing tree pit locations along President Street by topping-off tree pits with topsoil and a three inch layer of shredded hardwood bark mulch.

3.3 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in Division 01.

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Division 01.

3.4 TREE REMOVAL, STUMP REMOVAL, STUMP GRINDING, AND TURF RESTORATION

A. Remove and transport, or remove and replace, existing tree grates along President Street as indicated on the Plans and as specified in SECTION 32 93 00 Plants.

B. Tree Removal: Remove existing trees as indicated on the Plans.

C. Stump Removal: Remove existing stumps as indicated on the Plans.
   1. Remove the stumps of trees that are to be removed.
   2. Remove the existing stumps of trees previously removed by others.
   3. Remove stumps without damaging the adjacent paved surfaces.
   4. Remove stumps and roots without undermining the adjacent paved surfaces.
   5. Cut roots with tools to avoid the disturbance of existing soil outside the perimeter of the existing tree pit.

D. Stump Grinding:
   1. Mechanically grind the stumps of the trees to be removed within the median of Baltimore National Pike. Grind the stumps to a depth of 8 to 10 inches below finished grade.
   2. Contain tree stump grindings and remove off site.

E. Turf Restoration:
   1. Restore the turf at the locations of trees that are mechanically ground immediately following the grinding operation.
   2. Place topsoil at 6 inch lifts and compact to 75% to 85% compaction level.
   3. Apply seed and mulch to the topsoiled surface in conformance with SECTION 32 92 00 Turf and Grasses.

3.5 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them.

PART 4 - MEASUREMENT AND PAYMENT

4.1 TREE REMOVAL:

A. MEASUREMENT: Each.

B. PAYMENT: Per unit.

4.2 STUMP REMOVAL:

A. MEASUREMENT: Each.

B. PAYMENT: Per Unit.

4.3 STUMP GRINDING:

A. MEASUREMENT: Each.

B. PAYMENT: Per Unit.

4.4 TURF RESTORATION:

A. MEASUREMENT: Will not be measured separately.

B. PAYMENT: Turf Restoration will be considered incidental to Stump Grinding.

END OF SECTION

SECTION 31 31 19
VEGETATION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts, Supplementary General Provisions for Construction Contracts, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. The requirements for furnishing labor and equipment and performing Work required for controlling non-native invasive plant species, including but not limited to mowing, felling, cutting, removing, and chipping vegetation; disposing of debris at approved off-site locations; and applying herbicides.

2. Vegetation control includes invasive species removal before planting and follow-up invasive species control measures during the 2 year care and replacement period.

1.3 RELATED SECTIONS

A. Section 32 92 00 Turf and Grasses for repair of damaged areas during operations by Contractor.

1.4 QUALITY ASSURANCE

A. Maryland Pesticide Applicator’s License:

1. Herbicides shall be applied by Maryland licensed pesticide applicators or registered employees working under the supervision of a licensed applicator. Keep a copy of each crew members' pesticide applicator license or employee registration maintained on the work site at all times during execution of Work.

B. Maryland Tree Expert License:

1. Conduct tree removal and tree care activities by a Maryland Licensed Tree Expert (LTE) or employees working under the direct supervision of an LTE.

C. Vegetation Control Crew Qualifications:

1. The Vegetation Control Crew site supervisor’s minimum verifiable qualifications:

a. At least 5 years working experience with successful native plant installation/maintenance and control of non-native invasive plant species in the Mid-Atlantic region, including herbicide application and tree removal equipment.

b. Ability to field identify 90% of invasive plant species within the Baltimore region.

c. Three references and contact information.

d. Fluent in English.

e. Maryland Tree Expert License.

f. Maryland Licensed Pesticide Applicator's License in Category II and/or IIIA.

2. The Control Crew members' minimum verifiable qualifications:

a. At least two years working experience with successful native plant installation/maintenance and control of non-native invasive plant species in the Mid-Atlantic region, including herbicide application and tree removal equipment.

b. Ability to recognize invasive vs. native plant species within the Baltimore region.

c. Maryland Pesticide Application Employee Registration Card.

1.5 SUBMITTALS

A. Manufacturer's Specification Sheets:

1. Submit copies of all manufacturers' specification sheets (labels) for herbicides, wetting agents, basal oil, and marking dye for approval by the Engineer prior to use on the project.

B. Materials Safety Data Sheets:

1. Submit copies of all materials safety data sheets (MSDS) for all substances utilized in this work to the Engineer prior to the start of any work on the project site.

C. Integrated Vegetation Management (IVM) Plan:

1. Submit the IVM for review and approval by the Engineer, prior to commencement of the vegetation control program. In order to minimize impacts to existing fauna and flora, coordinate with the Engineer during development of the Integrated Vegetation Management (IVM) Plan to discuss strategies for vegetation control and protection of desirable vegetation that will remain. The plan shall include proposed locations and methods of vegetation control on the site; schedule for treatment activities including coordination with other site activities; trade names, Environmental Protection Agency (EPA) registration numbers, chemical compositions, and formulations of herbicide; vegetation removal and herbicide application equipment; calibration data verifying the herbicide will be spread with a consistent rate of delivery as specified on the manufacturer's label; copies of sample labels and supplemental labels including instructions for intended use; and discussion regarding avoidance and minimization of impacts to desirable vegetation and other natural resources within and adjacent to the site during vegetation control operations. The approved IVM may be modified to match changing site conditions, as approved by the Engineer.

D. Qualification Statements:

1. Maryland Tree Expert License: Submit a copy of the Maryland Tree Expert License prior to the start of any vegetation control work on the project site.

2. Maryland Pesticide Applicator's License: Submit copies of all pesticide application licenses and employee registration cards to the Engineer prior to the start of any work on the project site.

3. Vegetation Control Crew Qualifications: Submit a written description of education and experience in the control of non-native invasive plant species of the site manager and crew to the Engineer, as part of the Integrated Vegetation Management (IVM) Plan review and approval process.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Materials Safety Data Sheets:

1. The Contractor shall have on site at all times the appropriate materials safety data sheets (MSDS) for all substances utilized in this work.

B. Deliver herbicide to the site in the original, unopened containers bearing legible labels indicating the EPA registration number and the manufacturer's registered uses. If necessary to store on site, place herbicides under lock and key when unattended. Store herbicides in original containers in a weather resistant structure not susceptible to floods. Remove from the site immediately herbicides that do not meet packaging requirements. Basis for Engineer rejection of material includes herbicides that have become wet, caked or otherwise unfit for use. Store and handle herbicides in compliance with the Maryland Pesticide Applicator's Law.

C. Herbicide Handling Requirements:

1. Formulate, treat with, and dispose of herbicides and associated containers in accordance with label directions.
2. Do not mix or load herbicides adjacent to sensitive areas such as wetlands and waterways.
3. Pesticide applicators clothing and personal protective equipment: As specified on the herbicide label and in accordance with the Maryland Pesticide Applicator's Law.
4. Pesticide equipment: Do not allow the equipment to overflow. Prior to application of pesticide, inspect equipment for leaks, clogging, wear, or damage and repair prior to being used. Application equipment shall be in good working condition and free of maintenance defects which could cause accidental spillage of the herbicide at undesirable rates and on non-target areas (i.e., cracked hoses and/or leaking fitting are not acceptable).

D. Inspections:

1. The Engineer can inspect the condition of herbicides and/or herbicide containers at any time while they are on the contract site and to direct immediate removal of any herbicides and/or containers that do not meet these specifications.

1.7 MAINTENANCE CONTRACT

A. Two-year care and replacement period: Vegetation control includes invasive species control before planting and follow up control measures.

1.8 FIELD CONDITIONS

A. Non-native invasive plant species include, but are not be limited to, the following:

1. Thistle (Cirsium spp.)
2. Chinese Elm (Ulmus parvifolia)
3. Common Buckthorn (Rhamnus cathartica)
4. Common Reed (Phragmites australis)*
5. Garlic mustard (Alliaria petiolata)
6. Japanese Honeysuckle (Lonicera japonica)
7. Bush Honeysuckle (Lonicera spp.)
8. Japanese Knotweed (Fallopia japonica)
9. Multiflora Rose (Rosa multiflora)
10. Pale Swallow-Wort (Cynanchum rossicum)
11. Sawtooth Oak (Quercus acutissima)
12. Reed Canary Grass (Phalaris arundinacea)
13. Siberian Elm (Ulmus pumila)
14. Teasel (Dipsacus spp.)
15. Tree of Heaven (Ailanthus altissima)
16. White Mulberry (Morus alba)
17. Oriental Bittersweet (Celastrus orbiculatus)
18. English Ivy (Hedera helix)
19. Porcelainberry (Ampelopsis brevipedunculata)
20. Privet (Ligustrum spp.)
21. Mimosa (Albizia julibrissin)
22. Bradford Pear (Pyrus calleryana)
23. Russian-olive (Elaeagnus angustifolia)
24. Japanese stiltgrass (Microstegium vimineum)
25. Chinese Wisteria (Wisteria sinensis)
26. Mile-a-minute (Persicaria perfoliata)
27. Creeping Euonymus (Euonymus fortunei)
28. Burning Bush (Euonymus alata)
29. Wineberry (Rubus phoenicolasius)
30. Japanese Barberry (Berberis thunbergii)

* non-native strain

PART 2 - PRODUCTS

2.1 MATERIALS

A. Herbicide Safety Equipment:

1. Portable Eye Wash Station: Provide portable emergency and eye wash facilities at the project site.
2. Maintain a supply of chemical absorbent at the project site
3. Protective Gear: Herbicide applicators shall wear clothing and personal protective equipment as specified on the pesticide label.

B. Water used for formulating shall come only from locations designated by the Engineer.

C. Posting Notifications:

1. Post public notices indicating areas of recent herbicide application in accordance with the Maryland Pesticide Applicator’s Law.

D. Chemical Products:

1. Herbicides: EPA registered chemicals approved for use in forested areas and/or adjacent to waterways to control and prevent re-growth of undesirable vegetation. Herbicides and chemical components applied on the project shall include, but not be limited to, the following:

a. Aquatic glyphosate.

b. Glyphosate.

c. Triclopyr.

d. Aquatic non-ionic wetting agent.

e. Basal oil.

f. Marking dye.

2. Submit choice of herbicides/chemical components and application methods, as part of the IVM for approval by the Engineer before use on the project.

E. Vegetation Control Equipment:

1. Vegetation removal and herbicide application equipment shall include, but not be limited to: Hand tools; chainsaws, brush cutters, string trimmers, and associated safety equipment; backpack sprayers, squirt/spray bottles, injection gun, paint brush, ATV-mounted spray rigs, and truck-mounted spray rigs with low volume pump and spray gun; wood chippers; and tractors and mowers.
2. Broadcast high volume applications are not permitted due to the potential for off-target drift.
3. Submit choice and use of equipment as part of the IVM for approval by the Engineer before use on the project.

F. Replacement Trees: Same genus, species, variety, and size as the removed tree, except if trees having a diameter at breast height (dbh) greater than four inches have been damaged beyond repair, as determined by the Engineer. If larger than 4-inch dbh trees have been damaged beyond repair, provide smaller trees at a ratio of one 2-inch caliper tree for every two inches of diameter at breast height (dbh) removed.

PART 3 - EXECUTION

3.1 PRE-TREATMENT FIELD REVIEW

A. Prior to commencement of vegetation control, perform a site review with the Engineer and an authorized MTA representative to discuss proposed vegetation control measures, and follow-up treatment methods. Clearly mark the boundaries of the vegetation control treatment area and all desirable vegetation to be preserved with flagging and/or paint before the site review with the Engineer and MTA representative. Coordinate vegetation control operations with other site activities specified in other sections.

3.2 SITE QUALITY CONTROL

A. Daily Herbicide Application Logs:

Submit daily herbicide application logs to the Engineer within 24 hours of application. The daily herbicide application reports will include: company name; name of applicator(s); Maryland Department of Agriculture (MDA) License number; date, times, locations of applications; weather conditions including temperature, wind speed and direction; herbicide trade names; original and applied concentrations; name of active ingredients; application method and rates of active ingredient (i.e., pounds/oz. of active ingredient); equipment used for application and calibration of equipment, and any other data required under the Maryland Pesticide Applicator's Law.

3.3 VEGETATION CONTROL

A. Remove non-native invasive vegetation within the site boundaries shown on plans and treat with herbicide in accordance with the Integrated Vegetation Management (IVM) Program developed by the Contractor and approved by the Engineer. Vegetation control is not permitted within wetlands, wetland buffers, and/or streams.

B. Control of other non-native invasive species not listed under FIELD CONDITIONS may be required, as determined by the Engineer.

C. Conduct vegetation control including, but not be limited to, the following invasive species control prior to planting and follow-up maintenance activities:

1. Felling, cutting, chipping, and removing non-native invasive trees, shrubs, and other woody plants.
2. Mowing non-native invasive woody and herbaceous vegetation.
3. String trimming herbaceous vegetation prior to herbicide application to improve chemical uptake.
4. Applying herbicides to basal stems and/or cut stumps of invasive trees, shrubs, and other woody plants.
5. Applying herbicides to the foliage of invasive trees, shrubs, herbaceous and woody plants.
6. Appropriately disposing of all non-native invasive debris including logs, cut branches, and chips at approved off-site locations.

D. Carefully conduct vegetation control adjacent to desirable vegetation and/or sensitive areas such as streams and wetlands to avoid uptake by desirable vegetation and/or potential contamination of natural resources.

E. Prune desirable plant material that is damaged during vegetation control activities as determined by the Engineer, at no additional cost to the MTA.

F. Remove and replace any desirable plant material that is killed or damaged beyond repair during vegetation control activities, as determined by the Engineer, at no additional cost to the MTA.

G. Conduct tree removal/felling operations in a manner that avoids damage to adjacent desirable vegetation and limits soil disturbance. This includes climbing and/or working from an aerial lift to remove the crowns of trees in sections using ropes, in accordance with current arboriculture industry standards. The use of mechanized tree removal equipment such as a hydro-ax or excavator is not permitted.

H. Use plywood, timber matting or other similar means approved by the Engineer to reduce turf damage and soil rutting during vegetation control operations.

I. Cut stumps to a height of no more than 4 in. above the soil surface.

J. Use selective low volume herbicide applications to avoid off-target drift. Conduct herbicide applications only during appropriate weather conditions as indicated on the product label. Spraying during high humidity and/or high temperatures can result in uptake by off-target vegetation due to the volatility of certain herbicides.

1. Clean up chemical spills and report them immediately to the Engineer.

3.4 REPAIR

A. Remove and replace existing desirable trees, which have been designated to remain but are damaged beyond repair by vegetation control activities, as determined by the Engineer. Follow planting techniques for planting of replacement trees, as specified in Section 32 93 00 Plants.

B. Repair limbs and branches that have been damaged by vegetation control operations, as determined by the Engineer. Cut damaged limbs and branches to healthy wood in accordance with ANSI A300 standards for tree care operations.

C. Repair and reseed existing turf areas that are damaged by vegetation control work in accordance with 32 92 00 Turf and Grasses, as directed by the Engineer.

D. Repair and reseed existing herbaceous areas that are damaged by vegetation control work with temporary seed and mulch as specified in Division 01, as directed by the Engineer.

3.5 MAINTENANCE

A. Conduct vegetation control during the 2-year plant care and replacement period (Section 32 93 00) including site preparation and follow-up treatments.

3.6 SITE INSPECTION

A. Inspect the site with the Engineer and MTA representative during the growing season on or about May 15 and September 15 to determine if follow-up vegetation control is required. Additional site inspections may be required for effective vegetation control, whenever determined necessary by the Engineer. Commence vegetation control activities immediately following approval of control measures by the Engineer as outlined in the IVM plan. Conduct a site inspection with the Engineer and MTA representative at the end of the 2-year plant care and replacement period to determine final vegetation control measures.

PART 4 - MEASUREMENT AND PAYMENT

4.1 VEGETATION CONTROL

A. Measurement: Will not be measured for payment.

B. Payment: Lump Sum.

1. Sixty percent (60%) the unit price bid for initial treatment will be paid upon the successful completion of the Partial Acceptance inspection.

2. The remaining forty percent (40%) of the lump sum bid for each inspection, followup treatment, and successful completion of followup inspection by Engineer., to be known as an Escrow Payment, will be paid in 4 increments during the Two-Year Care and Replacement Period. If, at any time during the Two-Year Care and Replacement Period, the Contractor fails to perform the required plant material maintenance or replacement work as required under Articles 3.5, 3.6, or 3.7, the Administration will employ another Contractor to perform the required work. Costs to perform the work will be deducted from the Escrow Payment and such funds paid will not be available to the initial Contractor.

END OF SECTION

SECTION 32 92 00
TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General and Supplementary Provisions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes: Repair of damaged areas during operations by Contractor and during the Two Year Care and Replacement period.
   1. Topsoil.
   2. Fertilizers, lime, and mulch.
   3. Seed.
   4. Maintenance and mowing of seeded and mulched areas to the limits indicated on the Contract Plans or where directed by the Engineer.

1.3 SUBMITTALS

A. Topsoil: Certificate of compliance from a laboratory approved by the Engineer, stating pH, texture, and percent of organic content.

B. Seed: Certificate of compliance from the seed supplier stating percentages of the mixture, purity, germination rate, and maximum weed seed content of the grass seed mixture.

C. Provide samples and technical data for all other products listed in Part 2 of this Specification section for testing and visual inspection.

D. Schedule of turf establishment procedures.

E. Watering approval.

1.4 QUALITY ASSURANCE

A. Comply with the requirements of the Maryland Standard Method of Procedure for Seed Quality Control.

B. Comply with the Maryland Nutrient Management Law and regulations.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Topsoil: Do not deliver until certificate of compliance has been approved by the Engineer.

B. Seed: Deliver with labels or tags in accordance with standard good practice and mixed as required.

1.6 SITE CONDITIONS

A. Do not perform topsoil placement and spreading during periods of either frozen or muddy soil conditions.

B. Perform seeding when the temperature is above 32°F and the ground is not frozen or muddy.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:

1. Provide natural, friable surface soil uniform in color and texture and from a source other than the project site. The topsoil shall be free from any parts of Johnsongrass, Canada Thistle, or Phragmites, and the topsoil shall not contain any residual chemicals, which may be harmful to plant life.

2. Organic content: Between 1.5 and 10.0 by weight when tested as specified in AASHTO T 194.

3. Corrected pH value: Not less than 6.0 nor more than 7.5.

4. Grading analysis shall be as follows:

Table 32 92 00 – 1
Grading Analysis

SIEVE SIZE	**MINIMUM PERCENT PASSING BY WEIGHT**
50.00 mm (2 in.)	100
4.75 mm (No. 4)	90
2.00 mm (No. 10)	80

5. Analyze topsoil for sand, silt, and clay as specified in AASHTO T88.

6. Textural analysis as follows:

Table 32 92 00 – 2
Textural Analysis

SOIL PARTICLE SIZES	**PERCENT PASSING BY WEIGHT**
Sand (2.0-0.050 mm)	20-75
Silt (0.050-0.002 mm)	10-60
Clay (less than 0.002 mm)	5-30

B. Grass Seed:

1. Use the following grass seed mix:

Table 32 92 00 – 3
Grass Seed Mix

PROPORTION BY WEIGHT	TYPE OF GRASS	MIN. % GERMINATION	WEED SEED – NOT MORE THAN %
80%	Turf Type Tall Fescue (minimum 2 cultivars)	90%	0.05%
20%	Hard Fescue	90%	0.05%

2. Sample and test seed by an inspector from the Turf and Seed Section, Maryland Department of Agriculture (MDA), Annapolis, Maryland.

a. Tag seed containers with a MDA supervised mix program seed tag.

b. Comply with the Maryland Seed Law, Agricultural Article of the Annotated Code of Maryland.

c. The Authority for seed names shall be the current printing of USDA, Agriculture 505 Handbook.

C. Fertilizer:

1. Provide commercial grade fertilizer conforming to State and Federal regulations and the Standards of the Association of Official Analytical Chemists.

2. Standard analysis shall be: 0-20-20, 5-20-20, 10-10-10, 10-20-0, 10-22-22 (50% nitrogen from 38-0-0 unreaform), 20-20-20 and 8-0-0 (ureaform). Analyses are subject to approval by the Engineer prior to application.

D. Lime:

1. Provide limestone that contains not less than 85 percent calcium and magnesium carbonates.

2. Dolomitic (magnesium) limestone: At least 10 percent magnesium as magnesium oxide and 85 percent calcium and magnesium carbonates.

3. Limestone gradation as follows:

Table 32 92 00 – 4
Limestone Gradation

SIEVE SIZE	MINIMUM PERCENT PASSING BY WEIGHT
2.00 mm (No. 10)	100
0.850 mm (No. 20)	98
0.150 mm (No. 100)	50

E. Straw Mulch:

1. Provide straw that consists of thoroughly threshed cereal grains and free of noxious weeds and weed seeds.

2. Visually inspect straw to ensure that it is free from mold, foreign substances, plants parts of Canada Thistle, Johnsongrass, or Phragmites, and is in an air-dry condition suitable for placing with mulch blower equipment.

F. Wood Cellulose Fiber:

1. Provide wood cellulose with the following properties:

a. Processed wood product having uniform fiber characteristics, which will remain in uniform suspension in water under agitation and will blend with seed, fertilizer and other additives to form homogeneous slurry.

b. Perform satisfactorily in hydraulic seeding equipment without clogging or damaging the system.

c. Include a green dye in the slurry that will provide easy visual inspection for uniformity of application.

Provide manufacturer's certification as specified in TC-1.02 of the Technical Association of Pulp and Paper Industry (TAPPI) showing that the material conforms to the following:

Table 32 92 00 – 5 Wood Cellulose Fiber Requirements	
Particle Length, in. (mm)	Approximately ½ (13)
Particle Thickness, in. (mm)	Approximately 1/16 (1.5)
Net dry Weight Content	Minimum as stated on bag
TAPPI* T 509, pH	4.0-8.5
Ash Content, TAPPI* Standard T 413, % max	7.0
Water Holding Capacity, % min	90

* Technical Association of Pulp and Paper Industry

2. Deliver the material in packages of uniform weight that do not exceed 75 lb (34 kg) net weight and bears the name of the manufacturer, the net weight, and supplemental statement of the net weight content.

G. Water: Potable water from fresh water sources, free of injurious chemicals and other toxic substances harmful to plant life.

PART 3 - EXECUTION

3.1 PREPARATION

A. Perform turf establishment and repair to existing turf areas that are disturbed during planting and vegetation control activities or where directed by the Engineer.

3.2 SCHEDULE OF PROCEDURES

A. Prepare a schedule of turf establishment procedures, and submit it to the Engineer prior to the initiation of turf establishment work.

3.3 PLACEMENT OF TOPSOIL

A. Completely prepare and finish the surface of all areas to be covered with topsoil. Immediately prior to being covered with topsoil, the prepared surfaces shall be in a loose condition and free of stones or other foreign material 2 inches or greater. When topsoil is to be placed on slopes on which the subsoil blends with the topsoil, work the topsoil into the subsoil by a means acceptable to the Engineer. Where subsoils on slopes are of a character that they will not blend with the topsoil, roughen, ridge, or serrate the slopes so as to provide a bond for the topsoil.

B. Place and spread topsoil over turf areas damaged and rutted during planting and vegetation control activities or where directed by the Engineer. Fill in ruts, depressions, and holes to create a soil surface that is level with existing grade. Remove all clods, loose stones and other foreign materials, which are larger than one inch in any dimension. All gullies, washes or disturbed areas that develop subsequent to final dressing shall be prepared prior to seeding.

C. Add limestone and other soil amendments as required by laboratory testing.

3.4 APPLICATION OF FERTILIZER, LIME AND MULCH

A. Add limestone and other soil amendments as required by laboratory testing performed by the Contractor and in conformance with the Nutrient Management Plan.

3.5 APPLICATION OF GRASS SEED

A. Preparing Seedbed. The seedbed shall conform to the specified finished grade and be tilled to provide a uniform, porous surface able to receive and support the growth of turfgrass seed. The finished seedbed shall be free of weed or plant growth.

B. Perform seeding and mulching operations following the schedule below:

Table 32 92 00 – 6 Planting Schedule	
Spring	March 1 through May 15
Summer	May 16 through July 31
Fall	August 1 through October 20
Late Fall	October 21 through November 20

C. Seeding equipment: spreaders, drills, hydroseeders, or other application equipment approved by the Engineer for applying materials in either a wet or dry form. All equipment is to be calibrated before material application to the satisfaction of the Engineer to assure that the seeding materials are applied accurately and evenly to avoid missed areas and overlaps.

D. Mechanical seeders to be capable of placing seed at the specified rate.

E. Use of hydroseeders and spinner seeders are prohibited during windy periods when the materials could land on structures or on undesired areas.

F. Hydroseeding equipment to include a water tank equipped with a bar or liquid level gage calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, and the gage tol is mounted so as to be visible to the nozzle operator. The tank to be equipped with an agitation system capable of keeping all the solids in the mixture in complete suspension at all times until used.

G. Apply the mixtures by means of high pressure spray, which are always directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays are never to be directed toward the ground in such a manner as might produce erosion or runoff.

H. Liming: When required, based upon laboratory testing, agricultural limestone shall be incorporated 2 inches into the topsoil before seed and fertilizer are applied. On slopes 3:1 and greater the limestone may be mixed with the seed and fertilizer.

I. Seeding and fertilizing:

1. Apply turfgrass seed mix at the rate of 4.6 pounds per 1000 square feet.
2. Do not apply seed during periods of high winds.
3. Seed and fertilizer are to be applied to previously prepared seedbeds.

J. When seed is applied with hydraulic seeders, mixtures greater than eight hours old are to be wasted in a manner acceptable to the Engineer. Apply mixtures within 8 hours after initial mixing.

K. When sown by mechanical seeders, incorporate seed and fertilizer into the topsoil to a depth not more than ¼ inch.

L. Mulching:

1. Apply mulch immediately after seeding.

2. Apply straw mulch so no more than 10 percent of the soil surface is exposed. When applying mulch by blowers, provide a loose depth of not less than ½ inches nor more than 2 inches, and 95 percent of the mulch shall be 6 inches or more in length. When applying mulch by hand, provide a loose depth of not less than 1-1/2 inches nor more than 3 inches.

M. Wood cellulose fiber will only be permitted on those slopes where steep or high slopes prohibit the use of straw application equipment.

N. Secure straw mulch by applying wood cellulose fiber uniformly without displacing the straw mulch.

3.6 TURF MAINTENANCE

A. Repair or replace any seeded and mulched area damaged during the life of the Contract. This damage includes erosion damage.

B. Water the seeded and mulched areas through the life of the Contract to establish a stand of grass of uniform density and color as approved by the Engineer. Monitor the water needs of the seeded and mulched to maintain adequate moisture in the upper 4 inches of the soil. Request the Engineer's written approval for each watering.

C. Establish and maintain turf areas to the satisfaction of the Engineer. Seeded and mulched areas must possess a uniform color and density acceptable to the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 TURF AND GRASSES

A. MEASUREMENT: Will not be measured.

B. PAYMENT: Will not be paid for directly, but will be considered incidental to the Work of Section 31 31 19 Vegetation Control.

END OF SECTION

SECTION 32 92 19
SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts, Supplementary General Provisions for Construction Contracts, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Native Riparian and Native Grass Seed/Native Meadow.
2. Fertilizers, lime, and mulch.
3. Integrated Pest Management (IPM) program.
4. Two Year Care and Replacement: Maintenance and mowing of seeded areas to the limits indicated on the Contract Plans or where directed by the Engineer.

1.3 SUBMITTALS

A. Topsoil: Certificate of compliance from a laboratory approved by the Engineer, stating pH, texture, and percent of organic content.

B. Seed: Certificate of compliance from the seed supplier stating percentages of the mixture, purity, germination rate, and maximum weed seed content of the grass seed mixture.

C. Provide samples and technical data for all other products listed in Part 2 of this Specification section for testing and visual inspection.

D. Watering approval.

E. Seeding Schedule: Develop a Schedule that provides dates for completing major operations of the Contract, including herbicide application, mowing, tilling/scarifying, and seeding. Submit the written Schedule to the Engineer at least 14 days before beginning operations for approval.

F. IPM Program and Establishment Schedule: Develop an IPM Program that includes methods of pest monitoring for weed control, pesticide selection, application rates, and scheduling. The Establishment Schedule shall include dates for Native Riparian Seed and Native Grass Seed maintenance operations such as mowing. Submit the IPM Program and Establishment Schedule when seeding operations are completed. Submit the Program and Schedule to the Engineer for review and approval.

1.4 QUALITY ASSURANCE

A. Obtain a certification of compliance from seed supplier to assure sufficient seed species percentages in the mixture, purity, germination rate, and maximum weed seed content of the grass seed mixture.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver grass seed unmixed in containers with MDA supervised mix program seed tags and mix seed as required on site.

B. Deliver the material in packages of uniform weight that do not exceed 75 lb. (34 kg) net weight and bears the name of the manufacturer, the net weight, and supplemental statement of the net weight content.

1.6 SITE CONDITIONS

A. Perform seeding when the temperature is above 32 F and the soil is not frozen according to Table 32 92 19 - 1:

Table 32 92 19 – 1
Planting Schedule

SPRING	FALL
2/15 to 4/15	9/1 to 10/15

PART 2 - PRODUCTS

2.1 PERFORMANCE

A. Regulatory Requirements: Comply with the Maryland Seed Law, Agricultural Article of the Annotated Code of Maryland.

B. Standards: Seed names shall be in accordance with the current printing of the United States Department of Agriculture (USDA), Agriculture 505 Handbook.

2.2 MATERIALS

A. Fertilizer:

1. Provide commercial grade fertilizer conforming to State and Federal regulations and the Standards of the Association of Official Analytical Chemists.

2. Standard nutrient analysis shall be: 0-20-20, 5-20-20, 10-10-10, 10-20-0, or 10-22-22 (50% nitrogen from 38-0-0 unreaform), 20-20-20 and 8-0-0 (ureaform). Analyses are subject to approval by the Engineer prior to application.

B. Lime:

1. Provide limestone that contains not less than 85 percent calcium and magnesium carbonates.

2. Dolomitic (magnesium) limestone: At least 10 percent magnesium as magnesium oxide and 85 percent calcium and magnesium carbonates.

3. Limestone gradation as shown in Table 32 92 19 - 2:

Table 32 92 19 – 2
Limestone Gradation Requirements

SIEVE SIZE	MINIMUM PERCENT PASSING BY WEIGHT
2.00 mm (No. 10)	100
0.850 mm (No. 20)	98
0.150 mm (No. 100)	50

C. Straw Mulch:

1. Provide straw that consists of thoroughly threshed cereal grains that is free of noxious weeds and weed seeds.

D. Wood Cellulose Fiber:

1. Provide wood cellulose with the following properties:

a. Processed wood product having uniform fiber characteristics that remain in uniform suspension in water under agitation and blend with seed, fertilizer, and other additives to form a homogeneous slurry.

b. Perform satisfactorily in hydraulic seeding equipment without clogging or damaging the system.

c. The slurry shall contain a green dye allowing for easy visual inspection of uniformity in application.

2. Submit manufacturer's certification showing that the material conforms to the requirements in Table 32 92 19 - 3.

Table 32 92 19 – 3
Wood Cellulose Fiber Requirements

Particle Length, in. (mm)	Approximately ½ (13)
Particle Thickness, in. (mm)	Approximately 1/16 (1.5)
Net dry Weight Content	Minimum as stated on bag
TAPPI* T 509, pH	4.0-8.5
Ash Content, TAPPI* Standard T 413, % max	7.0
Water Holding Capacity, % min	90

* Technical Association of Pulp and Paper Industry

E. Water: Use only potable water from fresh water sources, free of injurious chemicals and other toxic substances harmful to plant life.

2.3 SOURCE QUALITY CONTROL

A. Each seed species shall be tested by the grower or distributor for purity, germination, and weed seed; and carry tags provided by the grower or distributor that indicate the test results.

PART 3 - EXECUTION

3.1 PREPARATION

A. Nutrient Management Plan (NMP): Perform soil testing and develop a NMP. Replace application rates shown in Table 1 as required by the NMP. When a NMP is not available, 400 lb. per acre of 20-16-12 (83% UF with MAP & SOP) fertilizer shall be the NMP rate for meadow establishment.

B. Nutrient Management Reporting**:** Record the fertilizer analysis, the square yards covered, and the pounds of fertilizer applied on the Nutrient Management Reporting Form. Submit the Form within 24 hours after applying fertilizer.

C. Marking: Mark areas to be seeded, and obtain approval before applying herbicide, mowing, or beginning seeding operations.

D. Non-Selective Herbicide Application: Apply non-selective herbicide to eliminate undesirable vegetation when directed. Use extreme caution when applying herbicide adjacent to desirable vegetation to avoid off-target drift. Apply herbicide in water with wetting agent and dye in conformance with the IPM Program at least 10 days before seeding as follows:

Table 32 92 19 – 4
Nonselective Herbicide Application

MATERIAL	RATE PER ACRE
Glyphosate Herbicide	5 lb. of active ingredient
Marking Dye	6 to 15 oz.
Water	to 50 gal

E. Mowing: Mow vegetation to a height less than 4 in. before seeding when directed by the Engineer. Do not perform mowing within 10 days of non-selective herbicide application. Disperse or dispose of excessive clippings prior to seeding.

3.2 APPLICATION

A. For Broadcast Seeding: Rototill/Scarify the soil to a depth of 1 in. and remove stones and other debris with a length or width greater than 2-1/2 in. from the soil surface. Same day stabilization is required including straw and seed applications to all rototilled/scarified areas.

B. Perform native seed establishment to the lines, grades, and limits shown on the Contract Plans.

3.3 SCHEDULE OF PROCEDURES

A. Prepare a schedule of native seed establishment procedures, and submit it to the Engineer prior to the initiation of native seed establishment work.

3.4 NATIVE RIPARIAN AND NATIVE GRASS/MEADOW SEED - GENERAL

A. Use a scale with 0.01 oz. accuracy to verify application rates and quantities of seed. Mix and apply seed separately or with other specified seed.

B. Drill Seeding: When using a drill seeder, no soil preparation is required.

C. Application Rates: Apply materials according to Table 32 92 19 – 5, 32 92 19 -6 and 32 92 19 -7.

Table 32 92 19 – 5
Application Rates

MATERIAL	SEED ESTABLISHMENT APPLICATION RATES	
	LB PER 1000 FT^2	LB PER ACRE
LIMESTONE	0 to 50 [a]	0 to 2,000 [a]

Table 32 92 19 – 5 Application Rates		
MATERIAL	**SEED ESTABLISHMENT APPLICATION RATES**	
	LB PER 1000 FT^2	**LB PER ACRE**
SULFUR	0 to 13 [a]	0 to 550 [a]
COMPOST	1.4 yd.^{3} Compost per 24 yd.^{3} of Topsoil [a]	
NATIVE RIPARIAN SEED	Refer to Table 6 Native Riparian Seed Mix	Refer to Table 6 Native Riparian Seed Mix
NATIVE GRASS/MEADOW SEED	Refer to Table 7 Native Grass Seed Mix	Refer to Table 7 Native Grass Seed Mix
SEED CARRIER	2 to 6	85 to 260
FERTILIZER		
20-16-12 (83% UF with MAP & SOP)	9.2 a	400 [a]
38-0-0 (UF)	0 to 3.0 [a,b]	0 to 130 [a,b]
11-52-0 (MAP)	0 to 6.0 [a,b]	0 to 270 [a,b]
0-0-50 (SOP)	0 to 5.0 [a,b]	0 to 220 [a,b]
MULCH		
Straw Mulch	66	3000
Wood Cellulose Fiber Mulch	23	1000

Note: UF = Ureaform MAP = Monoammonium Phosphate
SOP = Sulfate of Potash

[a] The Nutrient Management Plan (NMP) will specify the application rate.

[b] When application of 20-16-12 is below 400 lb. per acre, apply 38-0-0, 11-52-0, and 0-0-50 per NMP.

Table 32 92 19 – 6 Native Riparian Seed Mix					
Quantity per acre	**Frequency (%)**	**Botanical Name**	**Common Name**	**Wetland Indicator Status**	**% LB of P.L.S.**
40 LBS	30	*Dichanthelium clandes-tinum*	Deertongue	FAC	76%
	15	*Elymus canadensis*	Canada Wild Rye	FAC	76%
	20	*Elymus riparius*	River bank Wild Rye	FACW	76%
	25	*Elymus virginicus*	Virginia Wild Rye	FACW	76%

	10	*Tridens flavus*	Purple Top	FACU	76%
Total	**100**				

Table 32 92 19 – 7 Native Grass/Meadow Seed Mix					
Quantity per acre	**Frequency (%)**	**Botanical Name**	**Common Name**	**Wetland Indicator Status**	**% Lb. of P.L.S.**
40 LBS	20	*Chamaecrista fascicu-lata*	Partridge pea	FACU	76%
	15	*Elymus hystrix*	Bottlebrush grass	NI	76%
	20	*Elymus riparius*	Riverbank wild rye	FACW	76%
	3	*Monarda fistulosa*	Wild bergamot	UPL	76%
	4	*Rudbeckia hirta*	Black eyed Su-san	FACU-	76%
	15	*Sorghastrum nutans*	Indiangrass	UPL	76%
	10	*Schizachyrium scopari-um*	Little bluestem	FACU-	76%
	3	*Tridens flavus*	Purple top	FACU	76%
	10	*Tradescantia virginiana*	Virginia Spider-wort	FACU	76%
Total	**100**				

D. Seeding Equipment: Use approved drill seeders equipped with 3 seed boxes. , or broadcast seeders.

E. Seeding Methods: Operate seeders as follows:

1. Drill Seeding:

   a. Mix and place seed in the seed boxes A (small seed), B (medium seed), or C (fluffy seed) as recommended by the seeder manufacturer, or as specified or directed. Seed carrier may be mixed with seed.

   b. Drill seed into the soil to a 1/4 in. depth. When soil is disturbed to a greater depth or is not in a firm condition at the time of seeding, firm the soil with a roller. Rollers shall weigh approximately 40 lb. per ft. of width.

2. Broadcast Seeding: Uniformly mix seed with seed carrier. Spread seed and carrier in two directions at right angles, and then lightly rake or drag seed into the soil to a 1/4 in. depth before firming the soil with a roller as described above.

F. Mulching**:** Immediately after seeding, apply mulch over bare soil to cover at least 90 percent of the surface. Do not apply mulch after operating a drill seeder through dead vegetation. Apply mulch as follows:

1. Mulch Blower: Apply mulch to a loose depth of 1/2 to 1-1/2 in.

G. By Hand: Apply mulch to a loose depth of 1 to 2 in. Securing Mulch. Secure mulch immediately after application by applying wood cellulose fiber uniformly without displacing the mulch.

H. Seeding Phase Acceptance**:** Submit a request for Seeding Phase Acceptance when operations are completed, and provide the IPM Program and Establishment Phase Schedule. The Engineer shall perform an inspection to verify completion and provide Seeding Phase Acceptance if all requirements have been met.

I. Establishment Phase: The Establishment Phase begins upon Seeding Phase Acceptance as follows:

1. Period of Maintenance: Maintain Native Riparian Seed and Native Grass/Meadow Seed areas for 24 months after seeding.

J. Weed Control: Develop an IPM Program and Establishment Schedule for approval by the Engineer. Conduct inspections with the Engineer at specified intervals to ensure satisfactory seed establishment.

K. Monitor and promptly implement the IPM Program to control weeds in conformance with the IPM Program, or when notified of problems in consultation with the Engineer and the Maryland Transit Administration's Representative. Remove dead weeds over 18 in. tall.

1. Inspection: The Engineer shall perform an inspection of meadow establishment on or about the 15th of March, July, and November.

L. Watering: Water the seeded and mulched areas throughout the life of the Contract to establish a native grass stand of uniform density as approved by the Engineer. Monitor the water needs of the seeded and mulched areas to maintain adequate moisture in the upper 4 inches of the soil. Request the Engineer's written approval for each watering.

M. Initial Acceptance: At a minimum, meet the following requirements:

1. Seedlings have grown at least 4 in., exhibit dark green color, and achieve percent coverage at 90 to 120 days after seeding as follows: at least 70% cover for Native Riparian Seed and Native Grass Seed, and at least 95% total vegetation cover.

N. Mowing: Mow Native Riparian and Native Grass/Meadow Seed foliage to a height of 6 to 8 in. between October 15 and November 15 or when directed by the Engineer in consultation with the Maryland Transit Administration's Representative.

O. Final Acceptance: At completion of Two Year Care and Replacement Period achieve at least 70% cover for Native Riparian Seed and Native Grass Seed, and at least 95% total vegetation cover.

3.5 SITE QUALITY CONTROL

A. Visually inspect straw to ensure that it is free from mold, foreign substances, plants parts of Canada Thistle, Johnsongrass, or Phragmites, and is in an air-dry condition suitable for placing with mulch blower equipment.

PART 4 - MEASUREMENT AND PAYMENT

4.1 NATIVE RIPARIAN SEED MIX

A. MEASUREMENT: Unit price per square yard of surface area measured in place and satisfactorily established with the specified seed in accordance with the Contract Plans and as specified or as directed by the Engineer. Includes seed establishment, fertilization, watering, and maintenance.

B. PAYMENT: At the Contract unit price bid and shall include material, labor, equipment, tools, and incidentals necessary to accomplish the work.

C. PAYMENT SCHEDULE: Payments shall be made according to the following Schedule when construction requirements are met:

Table 32 92 19 – 8
Native Riparian Seed Payment Schedule

CONSTRUCTION REQUIREMENTS	PERCENT OF TOTAL CONTRACT PRICE	PAYMENT FOR COMPLETED WORK
Seeding Phase and Seeding	80	At Seeding Phase Acceptance
Establishment Phase Weed Control, Mowing and Final Acceptance	20	Pro-Rated at Each Bi-Annual Inspection and Final Acceptance
Total Payment	**100%**	

D. FORFEITURE: Failure to complete operations as required in conformance with the Payment Schedule will result in forfeiture of that percentage of payment.

4.2 NATIVE GRASS SEED AND NATIVE MEADOW SEED MIX

A. MEASUREMENT: Unit price per square yard of surface area measured in place and satisfactorily established with the specified seed in accordance with the Contract Plans and as specified or as directed by the Engineer. Includes seed establishment, fertilization, watering, and maintenance.

B. PAYMENT: At the Contract unit price bid and shall include material, labor, equipment, tools, and incidentals necessary to accomplish the work.

C. PAYMENT SCHEDULE: Payments shall be made according to the following Schedule when construction requirements are met:

Table 32 92 19 – 9
NATIVE GRASS/MEADOW SEED PAYMENT SCHEDULE

CONSTRUCTION REQUIREMENTS	PERCENT OF TOTAL CONTRACT PRICE	PAYMENT FOR COMPLETED WORK
Seeding Phase and Seeding	80	At Seeding Phase Acceptance

Establishment Phase Weed Control and Final Acceptance	20	Pro-Rated at Each Bi-Annual Inspection and Final Acceptance
Total Payment	**100%**	

D. FORFEITURE: Failure to complete operations as required in conformance with the Payment Schedule will result in forfeiture of that percentage of payment.

END OF SECTION

SECTION 32 93 00
PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Plans and general provisions of the Contract, including General Provisions for Construction Contracts, Supplementary General Provisions for Construction Contracts, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Trees.
2. Shrubs.
3. Ground Cover.
4. Ornamental Grasses.
5. Perennials.
6. Vines.
7. Planting Accessories.
8. Inorganic Soil Amendments.
9. Tree Grate Removal, Transport and Reinstallation.
10. Deer Protection.
11. Reforestation Signs.
12. Care and Replacement during Construction.
13. Two-Year Care and Replacement Period.

1.3 REFERENCES

A. Definitions:

1. B&B: Balled and burlaped.
2. Collected plant material: Plants that are not nursery grown.
3. Planting beds: Beds that are specified to be cultivated, edged, prepared, and finished as specified.
4. Plant materials: Trees, shrubs, ground cover, ornamental grasses, perennials, vines, and plants of all descriptions, including bulbs, corms, tubers, and rhizomes.
5. Watering: Full and thorough saturation of backfill in the planting pits the day the plants are planted and continued application of water throughout the Two-Year Care and Replacement Period.

1.4 QUALITY ASSURANCE

A. Plant materials shall be well shaped, fully branched, have normal and well-developed branches, and a healthy and vigorous root system representative of each plant type.

B. B&B plants shall be freshly dug at time of delivery and nursery grown unless otherwise specifically permitted, and shall have been growing for at least two years prior to award date of the contract within the states of Maryland, Delaware, Virginia, New Jersey, Pennsylvania, or New York and within USDA Plant Hardiness Zones 6 or 7.

C. Herbaceous plants, groundcover, and vines shall be vigorous healthy plants that are a minimum of 2 years old, from cuttings, division, or seed, with healthy and well-developed root systems and crowns. Bulbs, corms, tubers, and rhizomes shall be firm, non-desiccated, and certified free of disease and viral infection.

1.5 SUBMITTALS

A. Source List: Within 10 days of the Notice-to-Proceed, submit in writing an itemized list of sources of plants and materials.

1. Keep the list of plant sources to a minimum; the cost of plant inspection and tagging trips in excess of the Contractor's initial source list shall be deducted from Contractor invoices.

B. Substitution Requests:

1. Substitutions require Engineer's permission and compliance with Division 01 Sections.

2. In cases where plant materials are not available at the time of planting, submit, in writing, evidence that the plants are unavailable and a list of suggested plant substitutions and evidence of their availability.

a. If, in the opinion of the Engineer, there are acceptable substitutions for the existing plant items in the Contract included on the provided list of suggested plant substitutions that are similar in size and type, and will perform the function intended, they shall be used as a substitution at no additional cost to the Administration.

b. If existing plant items are not similar and if the Engineer and Contractor can mutually agree on a suitable substitution at the same bid price, the Engineer will allow the Contractor to make this substitution.

C. Product Data: Provide products listed in Part 2.

D. Samples: Provide samples of products listed in Part 2 of this Specification Section for testing and visual inspection. Mulch, soils, and soil amendment samples must be in 1 to 3 lb. bags.

E. Soils Test Reports: Provide reports of tests of all existing and proposed soils and soil substitutions. Soil samples of existing site soils shall be taken after the site has been rough graded and grade has been brought to near final grade, one sample per every 1000 square feet of area proposed for planting. Do not sample areas that are not shown to be planted with trees, shrubs, ornamental grasses, or perennials Samples may be combined, up to five samples from a contiguous planting area, to create composite samples for analyses. For each composite sample, report standard soil test results, including pH, N, P, K, and structural composition of % sand, silt, and clay.

F. Soils Amendment Reports: Submit recommendations for fertilizers and soil amendments to alter pH, macronutrient content, and structure to conform to plant requirements of the specific plants shown for the composite sample areas. Target pH for final soil composition within planting beds and pits for this project is approximately

between 5.5 and 6.5. Plants specified in the Plant Schedule on the Plans require either an acidic or slightly acidic soil reaction.

G. Plant Shipment Invoices.

H. Water sources.

1.6 PREINSTALLATION MEETINGS

A. Retain "Preinstallation Conference" Paragraph below if Work of this Section is extensive or complex enough to justify a conference.

B. Preinstallation Conference: Conduct conference at Project site.

1. Plant an example tree to confirm full knowledge of specifications and planting detail.
2. If approved by Engineer, example tree may remain in place as part of the project.

1.7 DELIVERY, STORAGE AND HANDLING

A. Delivery and Acceptance Requirements:

1. Plant materials, represented by each shipment, invoice, of stock order, shall be declared and certified free from disease of any kind. Necessary inspection certificates to the effect that are required by law for the necessary interstate or interdistrict transportation shall accompany each shipment, invoice, or order of stock.

2. Representative samples of every shipment of plant materials shall be labeled as to genus, species, and specified size.

3. B&B Plants:

a. Plants that are required to be balled and burlapped prior to shipment are designated B&B in the itemized list of plant materials. Balled and burlapped plants shall be lifted and handled in ways so as to retain as many fibrous roots as possible. The burlap shall be firmly held in place by wrapping of cord or wire. No imitation or artificial burlap materials shall be used on plants.

b. B&B plant materials shall be dug immediately prior to shipment. Special precautions shall be taken to avoid any unnecessary injury to, or removal of, fibrous roots. Each species or variety shall be handled and packed in the approved manner for that plant, according to ANSI Z60.1, “American Standard for Nursery Stock,” having regard to the soil and climatic conditions and the time that will be consumed in transit or delivery. Take precautions to ensure the arrival of the plants at the destination are in a good condition for successful growth.

c. Ball diameters and depths shall be in conformance with ANSI Z60.1 and the dimensions given therein are the minimum that will be accepted. Oversized and exceptionally heavy plants are acceptable at no increase in cost to the Administration.

4. Do not prune trees and shrubs before delivery, except as approved by the Engineer. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide

protective covering of plants during delivery. Do not drop plants during delivery. Do not stack root balls at any time.

5. Notify the Engineer upon delivery of the plant materials at the site. Plant shipments shall be accompanied by an invoice, furnished to the Engineer, giving detailed description of the plant materials and the date of shipment.

B. Basis for Rejection:

1. Plant material supplied, unless otherwise specified, that is not nursery grown, uniformly branched, does not have a vigorous root system, and does not conform to the current edition of ANSI Z60.1, “American Standard for Nursery Stock,” will be rejected.

2. Plant material that is not healthy, vigorous, and free from defects such as knots, decay, disfiguring roots, sunscald injuries, abrasions of the bark, plant diseases, insect pest eggs, larvae, borers, and all forms of infestations or objectionable disfigurements will be rejected. Plant materials that are weak or that have been cut back from larger grades to meet certain specified requirements will be rejected.

C. Storage and Handling Requirements:

1. Immediately following the delivery and inspection at the site, plants not immediately planted and with exposed roots, including B&B, shall be heeled-in and in a manner satisfactory to the Engineer. Plants heeled-in shall be properly maintained by the Contractor until planted. Water as often as necessary to maintain root systems in a moist condition.

2. Immediately remove from the site rejected plant materials that are identified by the Engineer.

3. The balls of B&B plants shall, if not immediately planted after delivery and inspection, be adequately protected from heat, cold, and wind by covering until removed for planting, in a manner appropriate to the conditions and satisfactory to the Engineer. In loading, unloading, or handling of plants, exercise utmost care to prevent injuries to the branches and roots of the plants. The solidity of the balls of B&B plants shall be carefully preserved. Plants with exposed roots, which are being transported to and from “heel-in,” being distributed in planting beds, or awaiting planting after distribution, shall have their roots protected from drying by means of “puddling,” if necessary. The means employed shall be satisfactory to the Engineer, and shall depend on weather condition and the length of time the roots must remain out of ground.

4. Handle plant materials only by the root ball or container. Exercise care during every handling operation so as to prevent damage to bark, branches, roots and stem, and to preclude cracked root balls. Do not use plants with cracked, broken, or loosely wrapped root balls. Plants handled by tops will be rejected. Do not stack root balls at any time, whether on-site or during shipment.

5. Do not remove container grown stock from containers before time of planting.

6. Maintain plant identification labels until they are removed at final acceptance or when directed otherwise by the Engineer.

7. Do not expose fertilizer to weather until used. Completely protect fertilizer before use and do not store in direct contact with the ground.

1.8 SITE CONDITIONS

A. All proposed tree planting locations shall be marked in the field and approved by the Engineer prior to the commencement of planting operations. Field adjustments to planting locations shall be made by the Engineer in consultation with the Landscape Architect.

B. The City of Baltimore will remove existing trees prior to the commencement of the Contractor's street tree planting operations. Tree removals by the City will include trunk and root removal for all trees whose trunks are greater than 3 inches in diameter.

PART 2 - PRODUCTS

2.1 SOURCE QUALITY CONTROL

A. Prior to digging at the nursery, plant materials will be inspected by the Engineer. Plant material grown in fields or blocks that show evidence of containing any parts (seeds, rhizomes, roots) of Johnson grass, Bull Thistle, or Canada Thistle will be rejected. Certain items selected will be marked with a seal furnished by the Engineer. An approval of material on such insection shall not be construed as an acceptance of it. The plant materials will again be inspected at arrival on the subject site. Material arriving with broken seals, broken or loose balls, insufficient protection of roots or top, shriveled dry or insufficiently developed roots or that are weak and thin, or damaged or defective or that do not comply with the specifications will be rejected. Container grown plants shall be well rooted, vigorous and established, with full and well-balanced tops, in the appropriate container for the height or spread, as appropriate, of the plant specified, and shall not be root bound. Collected plant material: Do not collect plant material unless specifically indicated. Collected material shall be dug with a ball of earth and burlapped with the minimum diameters and depths for nursery grown stock.

2.2 PLANT MATERIALS

A. Plants to be supplied are indicated on the plans and shall be first class representatives of their normal species or varieties unless otherwise specified. Plant materials, including their root ball size and container size, are to conform in size and grade as specified under the current edition of ANSI Z60.1, "American Standard for Nursery Stock." The current edition of "Hortus Third" by L.H. Bailey Hortorium, Cornell University shall be the authority for plant names.

B. Shade and flowering trees are to be symmetrically balanced according to their normal habit of growth.

C. Shade trees of standard variety shall have a single leader and shall be branched as indicated on the Plans. Major branches shall not have V-shaped crotches capable of causing structural weakness. Trunks shall be free of unhealed branch removal wounds greater than a 1-inch diameter.

D. Evergreens are to be full foliage. The major roots of the deciduous and evergreen trees shall not be more than 2 inches below the top of their root ball. This measurement shall be made 4 inches from the tree's trunk at multiple locations around the root ball.

E. Deciduous and evergreen shrubs shall be well furnished with branches and have ample, well-balanced root systems capable of sustaining vigorous growth.

F. Vines, ground cover, ornamental grasses and herbaceous plants shall have been growing for at least three months in the size of container specified, and show full and substantial growth conforming to the industry standard size of the plant indicated.

G. Provide plants meeting the requirements of the Plant Schedule as shown on the Plans and in these Specifications, identified by botanical and common names and in accordance with applicable standards of quality, size, condition, and type listed.

H. B&B plants: Meet the requirements of 1.6.A.3.c.

2.3 ORGANIC COMPOST

A. Provide composted leaves as prepared by the Maryland Environmental Service and subject to approval by the Engineer.

1. pH: Range between 5.0 and 6.5.

2.4 UREAFORM FERTILIZER

A. Provide 38-0-0 (ureaform), commercial grade conforming to State and Federal regulations and the Standards of the Association of Official Analytical Chemists.

2.5 SUPPLEMENTAL FERTILIZER

A. The supplemental fertilizer shall be as approved by the Engineer. Contractor to make recommendations to Engineer for fertilizer type and analysis as appropriate per soils analyses and other proper plant care protocols and considerations.

B. If a slow release type supplemental fertilizer contained in a perforated polyethylene bag with micropore holes for controlled feeding is chosen, each bag shall contain 4 ounces of water soluble fertilizer analysis 16-8-16 minimum per unit to be effective for approximately eight years and as follows:

1. Minimum guaranteed analysis: 16-8-16

2. Total Nitrogen (N): 16% composed of 9% Ammonical Nitrogen (NH3PO4) and 7% Nitrate Nitrogen (NO3N)

3. Available Phosphoric Acid (P2O5): 8% from Ammonium Phosphate (NH4PO4))

4. Soluble Potash (K2O): 16% from Potassium Chloride (KCL)

5. Potential Acidity equivalent to 850 lbs. Calcium Carbonate (CaCO3) per ton.

2.6 MYCHORRIZAL FUNGI

A. Provide live beneficial mychorrizal fungi formulated for the inoculation of transplanted trees, including a water management gel.

2.7 MULCHING MATERIAL FOR PLANTING

A. Provide shredded bark from hardwood trees, which has been milled and screened to a maximum 2-inch particle size. When placed, the mulch shall provide a uniform texture. The shredded hardwood bark shall not have been subjected to any conditions that would shorten its life or lose any of its value as a mulch. Mulching material shall be free from leaves, twigs, wood shavings, sawdust, toxic substances, and any foreign materials.

2.8 PLANTING ACCESSORIES

A. Vertical Stakes: Rough sawn 2” x 2” straight grain oak of lengths indicated in 3.3.F; reasonably free from knot holes, bark, wane, warp, and splits.

B. Staking Wire: Either number 12 or 14 gauge, new annealed galvanized wire.

C. Wrapping Material: Waterproof duplex kraft paper crinkled to 33-1/3% stretch, in strips 4 inches to 6 inches wide.

D. Twine: Use jute twine for the tying material to be used in wrapping trees; not less than two ply.

E. Rubber Hose: 5/8” or 3/4” black corded hose or approved equal.

F. Water: Obtain from fresh water sources and ensure that it is free from injurious chemicals and other toxic substances harmful to plant life. No water, which is brackish, will be permitted at any time.

1. Identify to the Engineer sources of water prior to use. Do not use any water from any source that is disapproved by the Engineer.

G. Insecticide: An Engineer approved chemical that will provide protection against pests.

H. Deer Protection for Trees and Shrubs:

1. Deer Protection For Trees shall be four (4) ft. high tree shelters consisting of four (4) inch diameter, high-strength, heavy duty, open weave mesh (with grid not to exceed 3/4 inch x 3/4 inch) to prohibit harboring of insects and animals, and to prevent mildew and/or moisture buildup. Material shall be UV stable rigid plastic, black in color, with an expected useful lifespan of five (5) years minimum. Tree shelters shall be installed on 8-10 ft. ht. trees, 1-inch caliper trees, and 2-inch caliper trees. See Deer Protection - Tree detail. Tree shelters shall be installed around all trees at Cimaglia Park.

2. Deer Protection for Shrubs shall be wire shrub protection cages consisting of 48 inch tall, 1 inch hexagonal chicken wire to prohibit harboring of insects and animals, and to prevent mildew and/or moisture buildup. Material shall be standard metal chicken wire, with an expected useful lifespan of five (5) years minimum. Wire shrub protection cages shall be installed around all shrubs at Cimaglia Park.

3. Fastening Ties shall be approximately 3/16 inch x 11 inches in length and made of black UV treated plastic with a releasable, ratchet locking mechanism to fasten to a white oak stake. The locking mechanism shall securely close.

4. White Oak Stakes shall be a minimum of 1 inch x 1 inch x 60 inches in size, and shall consist of straight, rot-resistant, white oak heartwood with a pencil-point ground on one end.

I. Tree Irrigation Bags and Shrub Irrigation Bags:

1. Tree Irrigation Bags shall be constructed from 100% reinforced UV stable polyethylene, a minimum of 10 mils thick, with a polyester scrim lining. The Tree Irrigation Bags shall have a minimum capacity of 20 gallons.

2. Shrub Irrigation Bags shall be constructed as described in 2.7.I.1 and shall have a minimum capacity of 14 gallons.

2.9 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C602, agricultural or dolomitic (if magnesium is required) containing a minimum 80 percent calcium carbonate equivalent capable of neutralizing soil acidity, containers or sacks labeled to show chemical and mechanical analyses.

B. Sulfur: Granular, biodegradable, containing a minimum of 90 per cent sulfur.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Sand: Clean, washed, natural or manufactured, free of toxic materials, sharp, common, coarse, wet sand as approved, for use under plants.

2.10 TOPSOIL

A. Meet the requirements of Section 32 92 00.

2.11 REFORESTATION SIGNS

A. Signs: 11 inch x 15 inch plastic Reforestation Project sign, as indicated on contract drawings.

B. Post: Metal U-Post, as indicated on contract drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. No shipment of plant material shall be planted by the Contractor until such material has been inspected and accepted by the Engineer. Give necessary assistance when inspections are made by Engineer.

B. Planting Seasons:

1. Plant material according to the following planting season schedule:

a. Deciduous Material:

1) March 1 to June 15 (Spring)
2) October 15 to December 15 (Fall)

b. Evergreen Material:

1) March 15 to May 15 (Spring)
2) August 15 to November 15 (Fall)

2. The periods above may be extended or reduced according to weather and soil conditions at the time and only at the discretion of the Engineer. Use Contractor's best judgment and submit a planting schedule to the Engineer for approval before planting when scheduling the planting of deciduous and evergreen plant material, either B&B or container grown.

3. Preparations for planting may begin earlier than the specified seasons, provided the staking of plant locations has been approved.

C. Subsurface Conditions:

1. When utility lines are encountered or other subsurface conditions in plant pits are otherwise unsuitable for the particular varieties of plants to be planted, as determined by Engineer, the Engineer will direct that the plants be relocated in satisfactory locations.

2. Notify relevant and appropriate utility companies, utility contractors, and "Miss Utility" a minimum of 48 hours prior to the beginning of any work. Contractor may

make minor adjustments in spacing and location of plant material to avoid conflicts with utilities. Major changes will require the approval of the Engineer.

3. Contractor to locate and mark location of each underground utility within or in close proximity to planting areas, unless marked by “Miss Utility.”

4. Test Pits:

   a. Excavate test pits when directed by the Engineer

   b. Size: As required to locate and identify existing utility facilities or other obstructions.

5. Hardpan or Fragipans: Probe existing soils in planting bed areas to determine presence of hardpans or fragipans to a depth of 2 feet. Report presence of any hardpan or fragipan and depth. Rototill or disc till soil to destroy any found hardpan or fragipan 2 feet or closer to final grade surface.

6. Backfilling and Seeding Abandoned Planting Pits: When the Engineer directs that any plant pit be abandoned after it is partially or fully excavated, due to conditions that were not reasonably determinable prior to excavation, the Contractor shall backfill the pit with the excavated soil, in well compacted in 6 inch deep layers, and finished by respreading the stripped topsoil to the compacted finished grade. Unsuitable material shall be removed from the project. The disturbed area shall then be prepared, seeded and mulched or sodded, as directed and to the satisfaction of the Engineer.

3.2 GROUND PREPARATION

A. Laying Out and Starting Work:

1. If formal arrangements or consecutive order of trees or shrubs is shown on the Plans, select stock for uniform height and spread, and number label to assume symmetry in planting.

2. Provide the stakes or flags and stake out the locations of plant pits and the outlines of planting areas and beds as shown and detailed on the Plans. Do not start excavation or cultivation until the locations and outlines have been approved by the Engineer.

3. After preparation of planting beds or pits dug in native soil, plant plants in individual pits.

4. Excavate individual pits for each plant within planting beds.

5. Remove existing vegetation in planting beds to the limits indicated on the Plans.

6. Typical planting bed areas: Spread 2 inches of organic compost upon their surfaces, along with amounts of fertilizer calculated to bring the soil to targeted values of N, P, & K, as recommended by the soils analyses, and recommended soil amendments to achieve targeted values for pH, % targets for sand, silt, and clay, and macronutrient targets, followed by rototilling to a depth of 1 foot.

7. Rake the beds to create uniform surfaces acceptable to the Engineer prior to either planting or mulching operations.

8. Remove the following from the site after raking: Rocks greater than 1-1/2 inches in any dimension, debris, roots and root mats, and weeds.

B. Amended Soil:

1. Backfill with amended soil at all locations except the existing 5-foot by 5-foot tree pits.
2. Amended soil shall consist of existing soil removed from each plant pit excavation augmented as appropriate with amendments for pH, N, P, K, soil structure, and organic compost, per 2.2 and 2.4.
3. Use the excavated soil at each plant pit location and thoroughly incorporate 15% by volume organic compost.
4. Do not place amended soil backfill in any pits until the excavated material has been removed and the pit has been inspected and approved by the Engineer.
5. Do not mix, work or place planting soil mixture or amended soil when it is in a muddy or frozen condition, as determined by the Engineer.

C. Topsoil: Backfill with topsoil only at the existing 5-foot by 5-foot tree pits.

D. Excavation for Planting in Areas other than Existing 5-foot by 5-foot tree pits:

1. Excavate pits as indicated on the Plans; the bottoms of pits shall be horizontal. If augers or backhoes are used for excavation, lay back the sides of the pits as detailed and scarified by a means acceptable to the Engineer.
2. Excavate plant pits to two times the root ball or container diameter and to a depth to allow the correct plant height with an undisturbed, flat pit bottom, unless otherwise indicated on the Plans.
3. Planting pit diameters may exceed the minimum diameters indicated at no additional cost to the Administration.
4. Use amended soil for backfilling plant pits. Shrubs, ornamental grasses, or perennials that are located within planting beds do not require additional amended soil for backfilling.
5. Backfill Plant pits with the amended soil within 24 hours of excavation.

E. Excavation for Planting in Existing 5-foot by 5-foot Tree Pits:

1. Remove and dispose offsite existing soil and roots within the existing tree pit. Excavate to a depth no greater than the height of the root ball. Excavate existing soil to 1:1 side slopes within the tree pits.

3.3 TREE GRATE REMOVAL, TRANSPORT AND REINSTALLATION

A. Remove existing tree grates from President Street planting areas.

B. Immediately reinstall the existing tree grates along the east side of President Street between East Baltimore Street and East Lombard Street following the planting of each tree.

C. Transport remaining tree grates to a Baltimore City facility identified by the Engineer.

3.4 PLANTING

A. Preparation:

1. Do not plant plants until they have been inspected as specified under Part 2 above. Leave seals and tags intact unless otherwise directed by the Engineer.

2. Planting shall be in conformance with the planting details included in the Contract Documents. Place root balls on undisturbed soil at the bottom of the pit.

3. Planting pits shall be deep enough to assure that 1/8 of the ball height is above the existing grade. Compact loose soil at the bottom of the pit by hand or with the bucket of a backhoe. Compaction shall be sufficient to support the plant without future settlement.

4. Set balled and burlapped plants and containerized plants vertically upon the bottom of the pits. Fill in the amended soil or topsoil around the plant balls to half the depth of the balls and tamp the soil. Loosen the remaining burlap around the plant balls and spread it out away from the plants; or if it is too bulky, cut away and remove the burlap. Thereafter, complete the backfilling. Completely remove rope or cord from the root balls and dispose of it off-site. When wire baskets are present, bend or cut the basket so no portion extends above finished grade.

5. Carefully remove containers from potted plants prior to planting.

6. Every care shall be taken during the backfilling, tamping, and watering to avoid injuring the roots and to avoid air pockets. Prune to sound tissue with a clean cut, any roots that are found to be bruised or broken before or during planting.

7. Watering: When applied by hose, apply water only by an open end hose and at a very low pressure. When planted and watered, the plants shall be vertical and the root ball shall have 1/8 of its height above finished grade.

8. Upon completion of planting, neatly edge the outline of the planting beds.

   a. At the lower edge of planting beds on slopes: Place a 3 inch depth shoulder of amended soil or excavated topsoil.

   b. Items identified in Article 3.2.A.8 shall be promptly removed from the site.

9. Furnish individual plant pits with a shoulder of soil placed outside the rim of the pits to form a saucer over the entire area of the pits as shown on the Plans. Trees on flat areas must be shouldered with amended soil or excavated soil. Trees on slopes may be shouldered with excavated soil with a minimum of two inches of amended soil placed over the excavated soil. On all slopes, form the soil into an adequate compacted dam or shoulder on the downhill side to catch and hold water and avoid erosion, and the slope on the uphill side shall be properly regraded, all as detailed on the Plans and to the satisfaction of the Engineer. Seed and repair disturbed slopes, shoulders, dams, or other damaged areas to the satisfaction of the Engineer at no cost to the Administration.

B. Supplemental Fertilizer:

1. Any supplemental fertilizer shall be used only at the discretion of the Engineer. Recommend supplemental fertilizer if appropriate. Recommend fertilizer protocol per soils analyses & proper plant care procedures.

2. Place fertilizer packets, if approved by the Engineer, in the plant pits around the root balls following the manufacturer’s written instructions.

3. If and when it becomes necessary to remove and replace dead or unhealthy plants as specified under Article 3.5, Care and Replacement during Construction, or Article 3.7, Two-Year Care and Replacement Period, exercise care so as not to damage the packet when removing the dead tree or planting the replacement.

Promptly remove any packet that may become damaged along with any loose fertilizer in the plant pit, and replace with a new packet.

C. Mychorrizal Fungi: Place mychorrizal fungi and a water management gel in tree planting pits only. Place the materials around the root balls following the manufacturer's written instructions.

D. Mulching Material: Mulch planting beds and pits with mulching material. Spread the mulching material to a depth of 3 inches over the entire area of plant pits, including the saucer rim, and all planting beds. Rake the mulch to an even surface to the limits as indicated on the Plans, or as directed by the Engineer. Apply mulch within three days after planting.

1. Prior to the application of mulch within a planting bed, spread 10 pounds of 38-0-0 ureaform fertilizer per 1000 square feet evenly over the area to be mulched.

E. Deer Protection for Trees and Shrubs:

1. Install tree shelters for deer protection for all trees according to the Deer Protection-Tree detail. Install tree shelters within 24 hours of the day the trees are planted and prior to tree staking.

2. Install shrub protection cages for deer protection for all shrubs according to the Deer Protection-Shrub detail. Install shrub protection cages within 24 hours of the day shrubs are planted.

F. Staking:

1. Stake deciduous and evergreen trees with vertical stakes. Install stakes within 24 hours of the day the trees are planted and after Deer Protection is installed as detailed on the Plans. Stakes shall be neat and secure, and shall evenly support the trees to the true vertical line.

a. Deciduous trees less than 3 inch caliper: Two 6-foot stakes.

b. Deciduous trees between 3 inch and 4 inch caliper: Three 6-foot stakes.

c. Evergreen trees 4 feet to 6 feet in height and all minor deciduous trees more than 6 foot in height: Two stakes 6 feet long.

d. Evergreen trees greater than 6 feet in height: Three stakes 6 feet long.

2. In driving stakes, avoid damage to the branches of the trees, particularly evergreen and low branched minor trees. Drive stakes just outside the ball and to solid bearing below the pit bottom.

3. Obtain prior approval from Engineer for alternative staking methods.

4. Cover wires with hose where in contact with trunk, and wrap branches two full turns and around the stakes and secured so the tree is held firm and vertical. Neatly trim tops of stakes to the proper height when so required.

G. Pruning:

1. Prune trees and shrubs after inspection on the site and as directed by the Engineer with care being taken to preserve the natural appearance of the shrub or tree. Prune deciduous trees after inspection on the site and before planting. Remove broken or badly bruised branches with a clean cut. Use skilled personnel for pruning, in accordance with best horticultural practice and these

specifications, appropriate to the type of shrub or tree and to the special requirements of the individual shrub or tree.

2. Tree pruning shall conform to the current edition of the National Arborist Association's "Pruning Standards for Shade Trees".

H. Wrapping:

1. Perform wrapping at the discretion of the Contractor. Any consequences due to the elimination of the wrapping is the sole responsibility of the Contractor.

2. Immediately before wrapping is installed, thoroughly wet the trunks with an approved insecticide for borer control applied with a brush and daubed into all cracks and crevices in the bark.

3. Tie the wrapping at places including the bottom, middle, and top with not more than two feet intervals between ties. Do the wrapping before staking, but not before the condition of the tree trunks have been inspected and approved by the Engineer. Maintain wrapping material in place until final acceptance of the Contract.

I. Reforestation Signs:

1. Install Reforestation Signs at the Cimaglia Park site upon completion of initial plant installation, as indicated on the Contract Drawings.

3.5 CLEAN-UP AFTER PLANTING

A. During the course of planting:

1. Continuously and promptly remove excess and waste material.

2. Keep clear the turf areas.

3. Take reasonable precautions to avoid damage to existing structures, plants, and grass.

B. When planting in an area has been completed:

1. Thoroughly clean the area.

2. Clean up and remove from the property: Debris, rubbish, subsoil, and waste materials.

3. Regrade, seed and sod existing turf areas that have been injured by the work.

4. Ensure that the entire area, when completed, is neat and clean to the satisfaction of the Engineer.

3.6 CARE AND REPLACEMENT DURING CONSTRUCTION

A. The care and replacement of planting shall begin immediately after each plant item is satisfactorily completed as specified under Article 3.4, Planting, and shall continue during the entire life of the Contract. During such time, do work that is necessary to establish and keep the plants in a healthy, thriving condition.

B. Water plant pits and beds during the life of the Contract. Manually apply water to plant material; minimum quantities of water for each manual watering are as follows:

1. Deciduous trees: 20 gallons per pit

2. Evergreen trees: 15 gallons per pit

3. Shrubs: 2.5 gallons per pit
4. Ground cover: 50 gallons per 100 square feet
5. Perennials: 50 gallons per 100 square feet
6. Ornamental Grasses: 1 gallon per pit
7. Vines: 1 gallon per pit

C. Tree Irrigation Bags and Shrub Irrigation Bags may be used in lieu of the manual watering described in 3.6 B. Place the irrigation bags to provide a drip time of 6 to 10 hours. Replace the irrigation bags if damaged or stolen at no additional cost to the Administration. Remove the irrigation bags in the winter and replace in the spring. Remove the irrigation bags prior to Final Acceptance.

D. Monitor the water needs of all plants throughout the life of the Contract, providing a minimum of a one inch rainfall equivalent per week during the growing season. When the Contractor feels watering is necessary, notify the Engineer for concurrence and approval. Use an open end hose or irrigation bags for watering. Apply water at a low water pressure directly to each plant pit, allowing water to be absorbed into the plant pit soil until saturated, but without runoff.

E. Weed plant pit saucers and planting beds, including those on steep slopes, removing weeds, vines, and grasses, at three- to four-week intervals during the growing seasons throughout the life of the Contract, or as otherwise directed by the Engineer. Complete each weeding shall be completed within five working days of the day on which weeding was designated to begin. Request in writing the use of herbicides, to be approved by the Engineer, for the control of weeds and grasses. Prune and spray plants, and repair washouts when and as directed by the Engineer.

F. Promptly remove dead or unhealthy plants from the project; if this occurs during the planting season, replace these plants at once; if between planting seasons, replace within 30 days of the start of the next proper planting season. Also replace plants that have sizable die-back beyond the normal pruning limit, as determined by the Engineer. If and when plant replacements are made, replace mulching material to its original specified depth, and use amended soil per the original planting at no additional cost to the Administration.

3.7 PARTIAL ACCEPTANCE

A. To be partially acceptable, each new planting shall be true to name and size, and in a healthy, thriving condition. Each plant pit or bed shall be properly filled and mulched, pruned, staked, and wrapped.

3.8 TWO-YEAR CARE AND REPLACEMENT PERIOD

A. A two-year care and replacement period shall commence after plant material has been installed and has received Partial Acceptance as specified in Article 3.7.

B. The two-year care and replacement period will require the Contractor to properly and adequately care for plant material from partial acceptance through final acceptance as specified in Article 3.7. This work will include watering as specified in Paragraphs 3.6B, 3.6C, and 3.6D, and weeding as specified in Paragraph 3.6.E.

C. At the end of the two-year care and replacement period new plants, including replacement plants, shall be true to name and color and shall be in a healthy, thriving condition, with foliage of normal density, size, and color. Remove and replace any

plants that fail to meet these requirements without additional payment. Replacements for the new plants shall be of the size, kind, and quality as specified for the original plants and shall require a one-year care and replacement period at no additional cost to the Administration, effective the date the replacement planting is made.

D. Time is an essential element in the establishment of plant materials, and it is important that care and replacement operations be vigorously prosecuted until completion, as the failure to complete this work within the designated time limits can result in unsatisfactory plant establishment and unsatisfactory future performance of the plants.

E. Thirty days prior to the end of the two-year care and replacement period, notify the Engineer in writing when, in the Contractor's opinion, the Work has been satisfactorily completed and the final cleanup performed.

F. Remove stakes, wires, hose, wrapping material, twine, and plastic seals from plant material that have been in place one full year or more. Deer Protection for Trees and Shrubs shall remain intact and shall not be removed prior to Final Acceptance. Remove the irrigation bags prior to Final Acceptance. Planting accessories shall be disposed off-site to the satisfaction of the Engineer.

G. Promptly remove dead or unhealthy plants from the project; if this occurs during the planting season, replace these plants at once; if between planting seasons, replace within 30 days of the start of the next proper planting season. Also replace plants that have sizable die-back beyond the normal pruning limit, as determined by the Engineer. If and when plant replacements are made, replace mulching material to its original specified depth, and use amended soil per the original planting at no additional cost to the Administration.

3.9 FINAL ACCEPTANCE

A. Final acceptance by the Engineer will be contingent on compliance with the requirements of Articles 3.5, 3.6, 3.7, and 3.8. If the landscape work is not acceptable to the Engineer, replace the rejected work and continue specified maintenance until reinspected by the Engineer and found to be acceptable.

PART 4 - MEASUREMENT AND PAYMENT

4.1 PLANT MATERIALS

A. MEASUREMENT: Per each plant material.

B. PAYMENT: Unit price bid for each plant material item.

1. The price shall include the cost of furnishing the plant material and protection thereof before planting; excavating, planting, backfilling with amended soil; abandoned plant pits and test pits; supplemental fertilizer; mychorrizal fungi and water management gel; pruning; wrapping, supporting trees; installation of deer protection for trees and shrubs, mulching trees and individual shrubs not in shrub beds; watering immediately after planting, repairing, and reseeding or sodding ground surfaces, disposal of excess excavated and waste materials; weeding and spraying; care and replacement of planting until final acceptance; and furnishing and installing all replacement plants.

2. Seventy (70) percent of the unit price bid for each plant material item will be paid upon the successful completion of the Partial Acceptance inspection. The remaining thirty (30) percent of the unit price bid for each plant material item, to be known as an Escrow Payment, will be paid in six equal increments during

the Two-Year Care and Replacement Period. If, at any time during the Two-Year Care and Replacement Period, the Contractor fails to perform the required plant material maintenance or replacement work as required under Articles 3.5, 3.6, 3.7, or 3.8 the Administration will employ another Contractor to perform the required work. Costs to perform the work will be deducted from the Escrow Payment and such funds paid will not be available to the initial Contractor.

4.2 WATERING

A. MEASUREMENT: Watering during Care and Replacement during Construction and through the Two-Year Care and Replacement Period will be measured per 1000 gallons (MG) of water applied to the installed plant materials, whether applied by hose or with an irrigation bag.

B. PAYMENT: Watering during Care and Replacement during Construction and through the Two-Year Care and Replacement Period: Unit price.

4.3 REPLACEMENT PLANTS

A. MEASUREMENT: Per each plant material.

B. PAYMENT: If at any time after planting, and until Final Acceptance, live plant material is destroyed because of deer damage and the action of either pedestrian or vehicular traffic, replacements will be paid for at one half the unit price bid for the item.

4.4 REPLACEMENT PLANTS FOR STOLEN OR VANDALIZED PLANTS

A. MEASUREMENT: Per each plant material.

B. PAYMENT: The Contractor is responsible for replacing any plant material stolen or vandalized before the Partial Acceptance inspection is held with no cost to the Administration. Any live plant material stolen or vandalized after the Partial Acceptance inspection shall be replaced by the Contractor and paid for at one half the unit price for the item.

4.5 SOIL REMOVAL / TOPSOIL PLACEMENT, EXISTING 5’ X 5’ TREE PITS

A. MEASUREMENT: Per each tree pit.

B. PAYMENT: The price includes removal of existing soil and roots; and furnishing and pacing topsoil backfill at each existing tree pit.

4.6 REMOVAL, TRANSPORT AND REINSTALLATION OF TREE GRATES

A. MEASUREMENT: Will not be measured for payment.

B. PAYMENT: Lump sum.

4.7 REFORESTATION SIGNS

A. MEASUREMENT: Per each sign.

B. PAYMENT: The price includes furnishing, installing and maintaining posts and signs until Final Acceptance of the plants.

END OF SECTION

APPENDIX A

CONTRACT T-0862-1940

LIST OF CONTRACT DRAWINGS

Sheet Number	Drawing Number	Title
1	TI-19001	Title Sheet
2	GI-19001	Index of Drawings
3	GN-19001	General Notes And Legend
4	CS-19001	Civil Abbreviations And Symbols
5	LS-19A01	Cimaglia Park Planting and Erosion and Sediment Control Plan
6	LS-19A02	Cimaglia Park Vegetation Control Plan
7	LD-19A01	Cimaglia Park Details
8	LD-19A02	Cimaglia Park Planting Lists - Sheet 1
9	LD-19A03	Cimaglia Park Planting Lists - Sheet 2
10	LS-19B01	Edmondson Avenue - Planting Plan 1
11	LS-19B02	Edmondson Avenue - Planting Plan 2
12	LS-19B03	Edmondson Avenue - Planting Plan 3
13	LS-19C01	President Street - Planting Plan 1
14	LS-19C02	President Street - Planting Plan 2
15	LS-19C03	President Street - Planting Plan 3
16	LS-19C04	President Street - Planting Plan 4
17	LD-19001	Edmondson / President - Planting Schedule, Notes, and Details
18	ES-19001	Erosion & Sediment Control Notes - Sheet 1
19	ES-19002	Erosion & Sediment Control Notes - Sheet 2
20	ES-19003	Erosion & Sediment Control Notes - Sheet 3
21	ES-19004	Erosion & Sediment Control Notes - Sheet 4
22	ES-19005	Erosion & Sediment Control Notes - Sheet 5

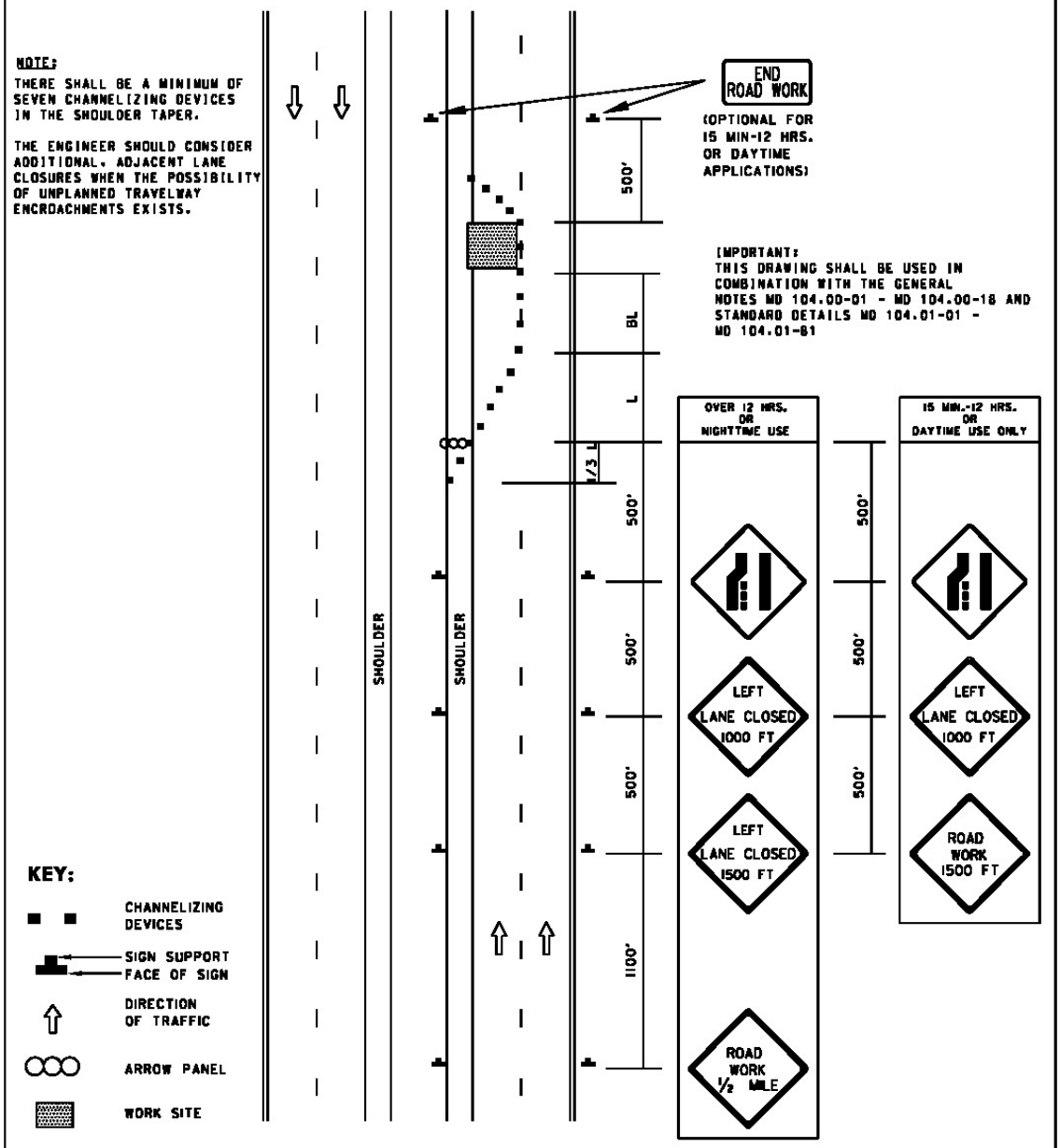
APPENDIX B

CONTRACT T-0862-1940

SPECIAL DETAILS

Title	Page
MSHA MD-104.04-04	B-1
MSHA MD-104.04-06	B-2

TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATION



SPECIFICATION 104	CATEGORY CODE ITEMS
APPROVED	DIRECTOR – OFFICE OF TRAFFIC AND SAFETY

APPROVAL • SHA REVISIONS		APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
APPROVAL	8-20-03	APPROVAL	9-23-03
REVISED	6-11-10	REVISED	7-29-10
REVISED		REVISED	
REVISED		REVISED	

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

LEFT LANE CLOSURE/DIVIDED UNCON. EQL/LESS THAN 40 MPH

STANDARD NO. MD 104.04-04

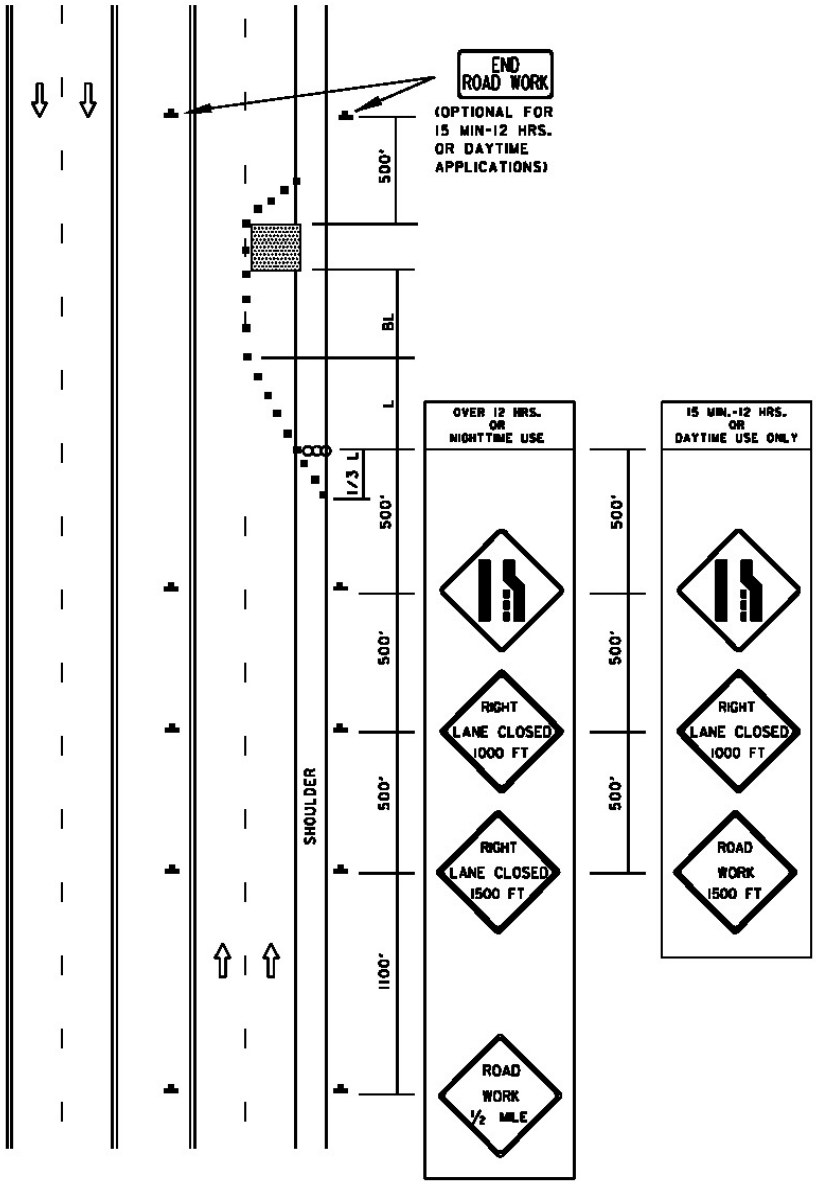
TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATION

IMPORTANT:
THIS DRAWING SHALL BE USED IN COMBINATION WITH THE GENERAL NOTES MD 104.00-01 - MD 104.00-18 AND STANDARD DETAILS MD 104.01-01 - MD 104.01-81

NOTE:

THERE SHALL BE A MINIMUM OF SEVEN CHANNELIZING DEVICES IN THE SHOULDER TAPER.

THE ENGINEER SHOULD CONSIDER ADDITIONAL, ADJACENT LANE CLOSURES WHEN THE POSSIBILITY OF UNPLANNED TRAVELWAY ENCROACHMENTS EXISTS.



KEY:

- CHANNELIZING DEVICES
- SIGN SUPPORT
- FACE OF SIGN
- DIRECTION OF TRAFFIC
- WORK SITE
- ARROW PANEL

SPECIFICATION 104	CATEGORY CODE ITEMS
APPROVED	DIRECTOR – OFFICE OF TRAFFIC AND SAFETY

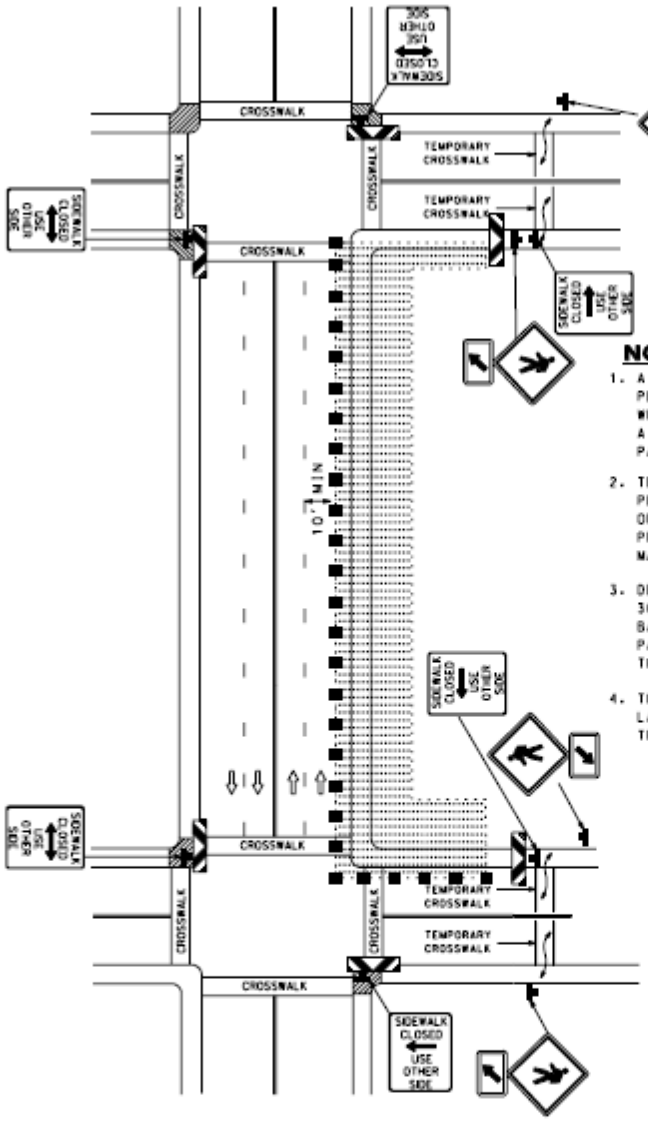
APPROVAL • SHA REVISIONS		APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
APPROVAL	8-20-03	APPROVAL	9-23-03
REVISED	8-11-10	REVISED	7-29-10
REVISED		REVISED	
REVISED		REVISED	

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

RIGHT LANE CLOSURE /DIVIDED UNCON. EQL/LESS THAN 40 MPH

STANDARD NO. MD 104.04-06

TEMPORARY TRAFFIC CONTROL TYPICAL APPLICATION FOR SIDEWALK CLOSURE ALTERNATE PEDESTRIAN DETOUR ROUTE FOR FULL BLOCK CLOSURE



IMPORTANT:
THIS DRAWING SHALL BE USED IN COMBINATION WITH THE GENERAL NOTES MD 104.00-01 THROUGH MD 104.00-18 AND STANDARD DETAILS MD 104.01-01 THROUGH MD 104.01-81

NOTES

1. A 5 FOOT MINIMUM WIDTH PEDESTRIAN PATH / ALTERNATE PEDESTRIAN PATH SHALL BE MAINTAINED WHERE POSSIBLE. WHERE A 5 FOOT MINIMUM WIDTH CANNOT BE ACHIEVED, A MINIMUM WIDTH OF 36 INCHES SHALL BE PROVIDED WITH PASSING ZONES (60 IN X 60 IN) AT LEAST EVERY 200FT.
2. TEMPORARY RAMPS SHALL HAVE A SLOPE OF 12:1 MAX. PEDESTRIAN PATH AND RAMP SHALL BE CONSTRUCTED OF HOT MIX ASPHALT OR OTHER MATERIAL THAT CAN PROVIDE A SMOOTH, HARD SURFACE & WILL MAINTAIN 12:1 SLOPE.
3. DETECTABLE BARRICADES SHALL EXTEND AT LEAST 36" ABOVE THE PATHWAY WITH THE BOTTOM OF THE BARRICADE NO MORE THAN 1½ INCHES ABOVE THE PATHWAY, AND SHALL EXTEND THE FULL WIDTH OF THE CLOSURE.
4. THE ENGINEER SHOULD CONSIDER ADDITIONAL, ADJACENT LANE CLOSURES WHEN THE POSSIBILITY OF UNPLANNED TRAVELWAY ENCROACHMENTS EXISTS.

KEY:

- SIGN
- DIRECTION OF TRAFFIC
- WORK SITE
- TEMPORARY RAMP (WITH DETECTABLE SURFACE WARNING)
- DETECTABLE BARRICADE
- EXISTING CURB RAMPS
- CHANNELIZING DEVICES

SPECIFICATION 104	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES PED AND CURB-LANE CONTROL/MULTILANE UNDIV. SPEED LESS THAN OR EQUAL TO 40 MPH /OVER 12 HRS. OR NIGHTTIME USE
APPROVED	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY	
APPROVAL + SHA REVISIONS	APPROVAL + FEDERAL HIGHWAY ADMINISTRATION	
APPROVAL 7-14-08	APPROVAL 7-3-08	
REVISED 8-11-10	REVISED 7-29-10	
REVISED	REVISED	STANDARD NO. MD-104.06-09C
REVISED	REVISED	

APPENDIX E

CONTRACT T-0862-1940

PERMITS/WAIVERS

The Erosion and Sedimentation Control permit will be provided prior to the Notice to Proceed.

APPENDIX F

CONTRACT T-0862-1940

CONTRACT DATA REQUIREMENTS LIST (CDRL)

MTA Red Line Light Rail Reforestation and Landscaping T-0862-1940

APPENDIX F - CONTRACT DATA REQUIREMENT LIST

This CDRL is a summary listing for Contractor's information. All submittal requirement provisions of the Contract Documents supersede this listing, and the Contractor shall verify that all items and required submittals have been included in the CDRL before commencing work or procuring items. Any discrepancy or ommissions should be brought to the immediate attention of the Engineer.

ITEM NO.	ITEM DESCRIPTIONS	Specification Reference	Product Literature/ Specification (A)	Shop Drawings (B)	Certifications (C)	Other Documentation (D)	Factory Test Procedures (E)	Factory Test Reports (F)	Samples (G)	Installation Drawings (H)	Field Test Procedures (I)	Field Test Reports (J)	Installation, Maintenance & Operations Manuals (K)	As-Built Drawings (L)
	CONSTRUCTION PROCEDURES													
01130-01	CQC Plans	01130	N/A	N/A	N/A	01130-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01130-02	Construction Layout Drawings and Survey	01130	N/A	N/A	N/A	01130-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	INTERFACE REQUIREMENTS													
01150-01	Temporary Sheeting and Shoring Designs	01150	N/A	N/A	01150-01-C	N/A	N/A	N/A	N/A	01150-01-H	N/A	N/A	N/A	N/A
01150-02	Utilites and other Third Party Interface Correspondences	01150	N/A	N/A	N/A	01150-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	SUBMITTALS													
01300-01	Major Products List	01300	N/A	N/A	N/A	01300-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01300-02	Progress Photographs	01300	N/A	N/A	N/A	01300-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01300-03	Operations and Maintenance Data	01300	01300-03-A	01300-03-B	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	01300-03-A	N/A
01300-04	Requests for Payments	01300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01300-05	Estimated Cost Breakdown	01300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	CONSTRUCTION PROGRESS SCHEDULE													
01325-01	Initial Baseline Progress Schedule	01325	N/A	N/A	N/A	01325-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01325-02	Monthly Progress Schedules and Narratives	01325	N/A	N/A	N/A	01325-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01325-03	Conditional Progress Schedule Revisions and Narratives	01325	N/A	N/A	N/A	01325-03-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01325-04	Time Impact Analysis and Schedule Revision Proposals	01325	N/A	N/A	N/A	01325-04-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	QUALITY CONTROL													
01440-01	Detailed CQC Plan	01440	N/A	N/A	N/A	01440-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01440-02	CQC Plan Staff Qualifications	01440	N/A	N/A	N/A	01440-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01440-03	Equipment Calibration Certifications	01440	N/A	N/A	01440-03-C	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01440-04	QC Testing Personnel Qualifications and Scope of Services	01440	N/A	N/A	N/A	01440-04-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01440-05	Monthly Record of All Control Testing	01440	N/A	N/A	N/A	01440-05-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01440-06	Periodic Internal Audit Reports	01440	N/A	N/A	N/A	01440-06-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01440-07	Test Procedures for All Tests Listed in the CQC Plan	01440	N/A	N/A	N/A	01440-07-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01440-08	Test Schedules Keyed to Work Activities	01440	N/A	N/A	N/A	01440-08-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	TEMPORARY FACILITIES & CONTROLS													

MTA Red Line Light Rail Reforestation and Landscaping T-0862-1940

APPENDIX F - CONTRACT DATA REQUIREMENT LIST

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01500-01	Temporary Fencing Samples	01500	N/A	N/A	N/A	N/A	N/A	N/A	01500-01-G	N/A	N/A	N/A	N/A	N/A
	ENVIRONMENTAL PROTECTION													
01570-01	Contractors/Suppliers Employee Training Certificates	01570	N/A	N/A	01570-01-C	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01570-02	Contractor's Environmental Checklist	01570	N/A	N/A	N/A	01570-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01570-03	Contractor's Environmental Activity Statement	01570	N/A	N/A	N/A	01570-03-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01570-04	Disposal Waste Site and Haul Routes	01570	N/A	N/A	N/A	01570-04-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01570-05	Harardous Waste Manifests	01570	N/A	N/A	N/A	01570-05-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
01570-06	Stormwater Permits and Inspections	01570	N/A	N/A	N/A	01570-06-D	N/A	N/A	N/A	N/A	N/A	01570-06-J	N/A	N/A
	CONTRACT CLOSEOUT													
01780-01	Record Documents	01780	01780-01-A	01780-01-B	01780-01-C	N/A	N/A	N/A	N/A	N/A	01780-01-I	01780-01-J	01780-01-K	01780-01-L
	SELECTIVE TREE & STUMP REMOVAL													
31 13 14-01	Schedule of tree removal, stump removal & grinding, and turf restoration	31 13 14	N/A	N/A	N/A	31 13 14-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 13 14-02	Maintenenca of Traffic Plan	31 13 14	N/A	N/A	N/A	31 13 14-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	VEGETATION CONTROL													
31 31 19-01	Manufacturer's Specification Sheets	31 31 19	31 31 19-01-A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 31 19-02	Materials Safety Data Sheets	31 31 19	N/A	N/A	N/A	31 31 19-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 31 19-03	Integrated Vegetation Management (IVM) Plan	31 31 19	N/A	N/A	N/A	31 31 19-03-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 31 19-04	Maryland Tree Expert License	31 31 19	N/A	N/A	31 31 19-04-C	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 31 19-05	Maryland Pesticide Applicator's License	31 31 19	N/A	N/A	31 31 19-05-C	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 31 19-06	Vegitation Control Crew Qualifications	31 31 19	N/A	N/A	31 31 19-06-C	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 31 19-07	Daily Herbicide Application Logs	31 31 19	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	31 31 19-07-J	N/A	N/A
	TURF AND GRASSES													
32 92 00-01	Schedule of Turf Establisment Procedures	32 92 00	N/A	N/A	N/A	32 92 00-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 92 00-02	Watering Approval	32 92 00	N/A	N/A	N/A	32 92 00-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 92 00-03	Topsoil	32 92 00	32 92 00-03-A	N/A	32 92 00-03-C	N/A	N/A	N/A	32 92 00-03-G	N/A	N/A	N/A	N/A	N/A
32 92 00-04	Grass Seed	32 92 00	32 92 00-04-A	N/A	32 92 00-42-C	N/A	N/A	N/A	32 92 00-04-G	N/A	N/A	N/A	N/A	N/A
32 92 00-05	Fertilizer	32 92 00	32 92 00-05-A	N/A	N/A	N/A	N/A	N/A	32 92 00-05-G	N/A	N/A	N/A	N/A	N/A
32 92 00-06	Lime	32 92 00	32 92 00-06-A	N/A	N/A	N/A	N/A	N/A	32 92 00-06-G	N/A	N/A	N/A	N/A	N/A

MTA Red Line Light Rail Reforestation and Landscaping T-0862-1940

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32 92 00-07	Straw Mulch	32 92 00	32 92 00-07-A	N/A	N/A	N/A	N/A	N/A	32 92 00-07-G	N/A	N/A	N/A	N/A	N/A
32 92 00-08	Wood Cellulose Fiber	32 92 00	32 92 00-08-A	N/A	N/A	N/A	N/A	N/A	32 92 00-08-G	N/A	N/A	N/A	N/A	N/A
32 92 00-09	Water	32 92 00	32 92 00-09-A	N/A	N/A	N/A	N/A	N/A	32 92 00-09-G	N/A	N/A	N/A	N/A	N/A
	SEEDING													
32 92 19-01	IPM Program and Establishment Schedule	32 92 19	N/A	N/A	N/A	32 92 19-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 92 19-02	Seeding Schedule	32 92 19	N/A	N/A	N/A	32 92 19-02-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 92 19-03	Watering Approval	32 92 19	N/A	N/A	N/A	32 92 19-03-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 92 19-04	Topsoil	32 92 19	32 92 19-04-A	N/A	32 92 19-04-C	N/A	N/A	N/A	32 92 19-04-G	N/A	N/A	N/A	N/A	N/A
32 92 19-05	Grass Seed	32 92 19	32 92 19-05-A	N/A	32 92 19-05-C	N/A	N/A	N/A	32 92 19-05-G	N/A	N/A	N/A	N/A	N/A
32 92 19-06	Fertilizer	32 92 19	32 92 19-06-A	N/A	N/A	N/A	N/A	N/A	32 92 19-06-G	N/A	N/A	N/A	N/A	N/A
32 92 19-07	Lime	32 92 19	32 92 19-07-A	N/A	N/A	N/A	N/A	N/A	32 92 19-07-G	N/A	N/A	N/A	N/A	N/A
32 92 19-08	Straw Mulch	32 92 19	32 92 19-08-A	N/A	N/A	N/A	N/A	N/A	32 92 19-08-G	N/A	N/A	N/A	N/A	N/A
32 92 19-09	Wood Cellulose Fiber	32 92 19	32 92 19-09-A	N/A	N/A	N/A	N/A	N/A	32 92 19-09-G	N/A	N/A	N/A	N/A	N/A
32 92 19-10	Water	32 92 19	32 92 19-10-A	N/A	N/A	N/A	N/A	N/A	32 92 19-10-G	N/A	N/A	N/A	N/A	N/A
32 92 19-11	Nutrient Management Report	32 92 19	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	32 92 19-11-J	N/A	N/A
	PLANTS													
32 93 00-01	Source List	32 93 00	N/A	N/A	N/A	32 93 00-01-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 93 00-02	Soil Test Reports	32 93 00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	32 93 00-02-J	N/A	N/A
32 93 00-03	Soil Ammendment Reports	32 93 00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	32 93 00-03-J	N/A	N/A
32 93 00-04	Plant Shipment Invoices	32 93 00	N/A	N/A	N/A	32 93 00-04-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 93 00-05	Water Sources	32 93 00	N/A	N/A	N/A	32 93 00-05-D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 93 00-06	Plant Materials	32 93 00	32 93 00-06-A	N/A	N/A	N/A	N/A	N/A	32 93 00-06-G	N/A	N/A	N/A	N/A	N/A
32 93 00-07	Organic Compost	32 93 00	32 93 00-07-A	N/A	N/A	N/A	N/A	N/A	32 93 00-07-G	N/A	N/A	N/A	N/A	N/A
32 93 00-08	Ureaform Fertilizer	32 93 00	32 93 00-08-A	N/A	N/A	N/A	N/A	N/A	32 93 00-08-G	N/A	N/A	N/A	N/A	N/A
32 93 00-09	Supplemental Fertilizer	32 93 00	32 93 00-09-A	N/A	N/A	N/A	N/A	N/A	32 93 00-09-G	N/A	N/A	N/A	N/A	N/A
32 93 00-10	Mychorrizal Fungi	32 93 00	33 93 00-10-A	N/A	N/A	N/A	N/A	N/A	33 93 00-10-G	N/A	N/A	N/A	N/A	N/A
32 93 00-11	Mulching Material for Planting	32 93 00	34 93 00-11-A	N/A	N/A	N/A	N/A	N/A	34 93 00-11-G	N/A	N/A	N/A	N/A	N/A
32 93 00-12	Vertical Stakes	32 93 00	35 93 00-12-A	N/A	N/A	N/A	N/A	N/A	35 93 00-12-G	N/A	N/A	N/A	N/A	N/A
32 93 00-13	Staking Wire	32 93 00	32 93 00-13-A	N/A	N/A	N/A	N/A	N/A	32 93 00-13-G	N/A	N/A	N/A	N/A	N/A
32 93 00-14	Wrapping Material	32 93 00	32 93 00-14-A	N/A	N/A	N/A	N/A	N/A	32 93 00-14-G	N/A	N/A	N/A	N/A	N/A
32 93 00-15	Twine	32 93 00	32 93 00-15-A	N/A	N/A	N/A	N/A	N/A	32 93 00-15-G	N/A	N/A	N/A	N/A	N/A
32 93 00-16	Rubber Hose	32 93 00	32 93 00-16-A	N/A	N/A	N/A	N/A	N/A	32 93 00-16-G	N/A	N/A	N/A	N/A	N/A
32 93 00-17	Water	32 93 00	32 93 00-17-A	N/A	N/A	N/A	N/A	N/A	32 93 00-17-G	N/A	N/A	N/A	N/A	N/A
32 93 00-18	Insecticide	32 93 00	32 93 00-18-A	N/A	N/A	N/A	N/A	N/A	32 93 00-18-G	N/A	N/A	N/A	N/A	N/A
32 93 00-19	Deer Protection for Trees and Shrubs	32 93 00	32 93 00-19-A	N/A	N/A	N/A	N/A	N/A	32 93 00-19-G	N/A	N/A	N/A	N/A	N/A
32 93 00-20	Tree and Shrub Irrigation Bags	32 93 00	32 93 00-20-A	N/A	N/A	N/A	N/A	N/A	32 93 00-20-G	N/A	N/A	N/A	N/A	N/A
32 93 00-21	Lime	32 93 00	32 93 00-21-A	N/A	N/A	N/A	N/A	N/A	32 93 00-21-G	N/A	N/A	N/A	N/A	N/A
32 93 00-22	Sulfer	32 93 00	32 93 00-22-A	N/A	N/A	N/A	N/A	N/A	32 93 00-22-G	N/A	N/A	N/A	N/A	N/A
32 93 00-23	Iron Sulfate	32 93 00	32 93 00-23-A	N/A	N/A	N/A	N/A	N/A	32 93 00-23-G	N/A	N/A	N/A	N/A	N/A
32 93 00-24	Sand	32 93 00	32 93 00-24-A	N/A	N/A	N/A	N/A	N/A	32 93 00-24-G	N/A	N/A	N/A	N/A	N/A
32 93 00-25	Reforestation Sign	32 93 00	32 93 00-25-A	N/A	N/A	N/A	N/A	N/A	32 93 00-25-G	N/A	N/A	N/A	N/A	N/A

APPENDIX I

CONTRACT T-0862-1940

MTA CONTRACTOR SAFETY AND HEALTH PLAN GUIDELINES

MARYLAND TRANSIT ADMINISTRATION

CONTRACTOR SAFETY & HEALTH PLAN GUIDELINES

2011

MTA PROJECT SPECIFIC CONTRACTOR SAFETY & HEALTH PLAN GUIDELINES

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MARYLAND TRANSIT ADMINISTRATION
POLICY STATEMENT

ADMINISTRATOR'S POLICY STATEMENT ON CONSTRUCTION AND SYSTEM SAFETY PROGRAM PLAN

The Maryland Transit Administration (MTA) was organized to provide safe, reliable and effective service to all users. Safety is a primary concern that affects all levels of MTA activities, including planning, design, construction, testing, and operations and maintenance of all MTA transportation systems. Therefore, all MTA personnel and appropriate contractors are charged with the responsibility of ensuring the safety of passengers, employees, property and the general public which come in contact with the MTA system.

The Office of Safety, Quality Assurance and Risk Management (OSQARM) is empowered and authorized to develop, implement and administer a comprehensive, integrated and coordinated System Safety Program, including a specific plan to identify, prevent, control and resolve unsafe conditions during design, construction, testing, and operations and maintenance of MTA transportation systems.

Accordingly, the Office of Safety, Quality Assurance and Risk Management is empowered to order the cessation of unsafe activities or operations which are evaluated as presenting an immediate and serious hazard within the system and to conduct unannounced inspections aimed at identifying and eliminating unsafe practices, operations and/or conditions not corrected by immediate management/supervision.

3/11/11
Administrator

3/11/11
Deputy CAO & Chief Engineer

3/11/11
Chief Safety Officer, OSQARM

2. ***DEFINITIONS***

***MTA*- Maryland Transit Administration**	- The body charged with the expansion and renovation of the Transit System.
Contract	- The written agreement by and between the *MTA* and a Contractor.
Contractor	- Any individual, firm, or corporation undertaking maintenance, construction, or other services under Contract with the *MTA*.
Contractor's Safety Engineer	- A full time safety professional employed by the Contractor to manage the Contractor's safety efforts.
Contractor's Safety Supervisor	- A Contractor's employee separate from the superintendent hired to perform various tasks, including safety and other related duties, such as traffic control, utility coordination, etc.
Contractor Safety& Health Plan Guidelines	- The safety and loss prevention program established by the *MTA* to control the hazards and risks associated with the contracted projects.
Employer	- Any individual, firm, or corporation, except the *MTA* who provides direct manual and non-manual labor or service personnel at or emanating from the Site either by written or verbal Contract.
Insured's	- The Authority, Consultants, Contractors, Architects, Engineers, Subcontractors, and any other party named as insured's on the Certificates of Insurance signed by a duly authorized representatives of the Insurance Carriers.

OCIP	- The Owner-Controlled Insurance Program under which Worker's Compensation, Employer's Liability, Commercial General Liability, and Excess/Umbrella Liability insurance's are procured and paid for by the *MTA* for all Contractors and all tiers of Subcontractors providing direct manual or non-manual labor or service personnel at or emanating from the Project.
Resident Engineer	- Authorized representative of the *MTA* to supervise administration of a contract
Safety Committee	- A committee designated by *MTA* responsible for the coordination, direction, and management of the Contractor Safety & Health Plan.

3. ***PLAN ADMINISTRATION:***

Purpose: These Contractor Safety & Health Plan Guidelines have been prepared to ensure the health and safety of all contractor employees by providing a consistent program for all contractors to follow and abide. The Contractor Safety & Health Plan Guidelines cannot possibly address all conditions that may arise; therefore, this plan establishes the minimum requirements and is not a complete working guide. These Contractor Safety & Health Plan Guidelines address both safety and health service issues.
The Contractor Project Specific Safety & Health Plan has been established to promote safety and to prevent, limit, reduce, and control hazards and risks associated with Maryland Transit Administration Project. The Contractor Project Specific Safety & Health Plan goals are to:

- Prevent personal injuries and property damage
- Achieve greater efficiency
- Reduce direct and indirect costs

The effectiveness of the Owner-Controlled Insurance Program will depend upon the active participation and sincere cooperation of the Contractor's supervisors and employees, and the coordination of their efforts in carrying out the following responsibilities:

1. Plan all work to eliminate bodily injury, property damage and loss of productive time.

2. Comply with Federal, State and Local laws, ordinances, industry standards and the requirements established in the Contractor Safety & Health Plan Guidelines.

3. Maintain a system of prompt detection and correction of unsafe practices and conditions.

4. Establish and conduct an educational program to stimulate and maintain interest and cooperation of employees. The education program shall include safety meetings and training programs, the use of personal protective equipment and mechanical guards, and prompt notification and investigation of all accidents or claims to attempt to determine the causes and take reasonable corrective action when possible.

4. ***GENERAL REQUIREMENTS***

A. Contractors: (construction only)
OSHA Standards (29 CFR part 1926)
The Contractor shall provide two (2) copies of the most recent OSHA Standards for the Construction Industry (29 CFR Part 1926). One (1) copy shall be given to the MTA RE and remain the property of the MTA. One (1) copy shall be retained in the Contractor's Field Office.

1. Compliance with Contractor Safety & Health Plan:

Contractor's personnel who fail to comply with the site safety requirements shall not be considered qualified to perform services or work at the *MTA* Project. Such personnel denied site access for noncompliance with the site safety requirements, at the Resident Engineer's, or at his representative's request, shall not be granted site access for other services or work. Contractors who fail to control personnel actions regarding safety shall have their contract terminated. Contractors working at the *MTA* Project shall comply with, but not be limited to, the Occupational Safety and Health Act (OSHA),

Department of Transportation (DOT), Federal Railroad Administration, Federal Transit Administration (FTA) *MTA's* Safety Rules, Procedures, and site safety requirements. The Resident Engineer or his representative shall determine the Contractor's compliance with the site safety requirements.

2. Contractor Policy:

Each Contractor shall comply with all safety, fire, security policies, procedures, and safe work practices, as well as any other appropriate safety procedures specified in the contract. These combined safety requirements constitute the minimum safety performance required from each Contractor; all subcontractors must adhere to the General Contractor's Project Specific Safety & Health Plan. The Contractor cannot delegate the safety responsibility to the subcontractors, suppliers or other persons. The Office of Safety, Quality Assurance and Risk Management (OSQARM) and *MTA* Construction Division Safety will have final authority regarding contractor safety compliance.

3. Contractor Project Specific Safety & Health Plan:

Each Contractor shall have a written Project Specific Safety & Health Plan, in accordance with the contract, which addresses the service or work to be performed under the contract. The plan will provide the details commensurate with the services or work to be performed. **Within five calendar (5) days after issuance of NITA (Notice of Intent to Award) for the Contract the Contractor shall submit, at a minimum, a written "General Safety & Health Plan"** to the Administration. **Within five calendar (5) after the NTP (Notice To Proceed) the contractor must then submit a complete "Project Specific Safety & Health Plan" for approval.** *MTA* Construction Division Safety will review and comment on the Contractor's "Project Specific Safety & Health Plan". The Office of Safety, Quality Assurance and Risk Management will review, comment and approve the Contractor's "Project Specific Safety & Health Plan" With regards to the approval of the Contractor Project Specific Safety & Health Plan; work shall proceed as determined by the Administration. The Administration retains the right to prohibit the start of work until the Contractor's' Project Specific Safety & Health Plan" is approved by the Office of Safety Quality Assurance Risk Management. *A delay in submitting the Contractor Project Specific Safety & Health Plan will not constitute grounds for contract schedule extension or delay claim.*

The plan shall fully describe the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees, the public, and generally contribute to and enhance safety at the project site. The Contractor Project Specific Safety & Health Plan must reference standards, codes, rules, and regulations applicable to construction activities in the state and local jurisdiction. The Contractor Project Specific Safety & Health Plan shall include, but not be limited to, provisions of the Contractor Safety & Health Plan Guidelines.

The plan shall define the duties and responsibilities of employees at all levels as they pertain to the execution of and compliance with the Contractor Project Specific Safety & Health Plan.

4. *Alcohol and Substance Abuse Policy:*

The use of drugs and alcohol and their effects produce a serious threat and ***ARE NOT TOLERATED*** on any *MTA* project. The Contractor and all sub-tier contractors shall be responsible for implementing and maintaining an effective Substance Abuse Policy as part of the Contractor Project Specific Safety & Health Plan. Any costs incurred in the adoption, implementation, or administration of the Contractor/Subcontractors Substance Abuse Policy shall be the responsibility of the Contractor/Subcontractor. The policy shall address pre-employment, periodic, for cause and post accident testing.

5. Designation of Safety Representatives:

Each Contractor shall designate a competent Engineer/Supervisor to implement their Project Specific Safety & Health Plan. This responsible individual's name and résumé will be given to the Resident Engineer for approval by the Office of Safety, Quality Assurance and Risk Management. This individual may be required to appear for a personal interview by the Office of Safety, Quality Assurance and Risk Management. When the nature of the contract warrants, *MTA* may request the Contractor to employ a full-time qualified Contractor Safety Engineer/Supervisor. This designated person is required to have training appropriate to the nature of the work performed.

6. Safety Orientation:

The Contractor shall establish a written safety orientation and training program to provide employees with information regarding:

- The Contractor Project Specific Safety & Health Plan;
- Applicable safety rules and regulations;
- The responsibility of each employee to formally acknowledge receipt of the safety rules and safety orientation and training prior to performing or being assigned duties on the project.

The safety orientation and training programs shall address the responsibilities of the hourly employees, supervisory employees and management employees. Example: Personal Protective Equipment one must use, how to report any unsafe condition, and hazards present in the assignment and general work area.

Copies of written documentation of safety orientation and training programs shall be provided to the Resident Engineer promptly after they are conducted (See Form108, *Job Orientation Acknowledgement Form*).

All Contractor and subcontractor employees of any tier performing work on or near the right-of-way of any *MTA* Rail System shall successfully complete the appropriate railway training course prior to start of work. Contractors and subcontractor employees who have not successfully completed the training course shall be removed from the Project.

7. Accident Investigation, Reporting, and Recordkeeping:

The Contractor shall verbally notify the Resident Engineer within twenty (20) minutes of any safety incident. Events to be reported immediately by the Contractor to Resident Engineer are:

- Near misses and minor accidents with a potential of serious injury or death;
- Serious accidents or injuries;
- Fatalities.

The Contractor is responsible for the prompt reporting of all occupational injuries and illnesses incurred by any site personnel or in any way related to project work.

Upon notification of an accident, the Contractor shall immediately secure the scene, investigate the circumstances of the accident and complete the *Incident Investigation Report* (see Form 102) and *Witness Statement* (see Form 102A). The investigation should include obtaining physical and photographic evidence. Completed forms are to be submitted to the Resident Engineer within eight (8) hours. Forms are to include sufficient and thorough detail. In completing this report, the Contractor shall review the

circumstances leading to the accident, review with the employee how the accident could have been prevented and the measures to be taken to prevent recurrence.

The Contractor shall cooperate with all resulting accident investigations and reporting. Additional documentation shall be submitted as required.

A. Serious/Fatal Accident Investigation:

Immediately, after a serious/fatal accident, an investigation team will begin a thorough investigation. The Resident Engineer, *MTA's* Construction Division Safety Officer and the Contractor's Safety Engineer/Supervisor will lead the investigation. It will be the responsibility of Resident Engineer and the Contractor to see that all documentation such as written statements, photographs, and drawings are maintained. A report of the investigation shall be made to the Office of Safety, Quality Assurance and Risk Management, the *MTA* Construction Management Division Safety, and the *MTA* Insurance Broker as soon as practical, but no later than 8:30 a.m. the following day.

B. Near-Miss Incidents:

All near-miss incidents shall be reported by using Form 102 *Incident Investigation Report* and Form 102A *Witness Statement.* Once completed these forms are to be forwarded to the Resident Engineer.

All near-miss incidents shall be investigated by the Contractor's Safety Engineer/Supervisor to ensure corrective and preventive measures are taken. This may involve working with and/or assigning responsibilities to other personnel. Near-miss incidents should also be reviewed by the Contractor during safety meetings so all employees are aware of the near-miss incidents, the potential for injury, and the actions necessary to prevent a recurrence.

C. Return-to-Work:

The Contractor and its subcontractors of any tier shall include, as part of their Contractor Project Specific Safety & Health Plan, a Return-to-Work program (also known a "Light Duty" or "Modified Work") to any injured employee who is released by a medical doctor with a signed release return-to-work form with restrictions, modifications, or alternative work. The Contractor shall develop a Return-to-Work program outlining how this will be accomplished. The Contractor and/or subcontractors shall hold a discussion with the Office of Safety, Quality Assurance and Risk Management, the *MTA* Construction Division Safety, and the *MTA* Insurance Broker prior to any injured employee being laid-off or terminated from a Return-to-Work program.

5. ***ROLES AND RESPONSIBILITIES***

A. Contractor's Project Manager:

The Contractor's Project Manager shall:

1. Be responsible for the supervision of the Safety Engineer/Supervisor in carrying out the duties and responsibilities of the position.
2. Plan and implement work to comply with the stated objectives of the Contractor Project Specific Safety & Health Plan.
3. Comply with the provision of the contract dealing with safety and accident requirements.
4. Cooperate with *MTA's* designated safety representatives.

5. Authorize necessary immediate action to correct substandard safety conditions or acts reported or observed.
6. Attend safety meeting as required by the Resident Engineer.

B. Contractor's Safety Engineer/Supervisor:

The Contractor's Safety Engineer/Supervisor shall perform daily safety inspections of the contractor's and subcontractor's job sites to eliminate unsafe acts and/or conditions. The Contractor's Safety Engineer/Supervisor shall ensure that all of the contractor's employees are made aware of the steps to take in the event of an accident and the location of first-aid facilities. The position requires this individual to perform the following:

1. Provide timely reports in writing of any observed unsafe condition or practices, or violations of job security regarding safety issues; and take corrective actions. (See Form 110).

2. Investigate all accidents and implement immediate corrective action.

3. Report all injuries and accidents in a timely manner in accordance with federal and state laws and *MTA* requirements.

4. Provide Job Foremen with appropriate training materials to conduct weekly "tool box" safety meetings. Attend Engineer/Supervisor weekly "toolbox" safety meetings to evaluate the effectiveness of these meetings.

5. Review safety meeting reports submitted by Job Foremen and take necessary action to ensure that the Job Foremen hold meaningful weekly safety meetings.

6. Assist in the preparation of all accident investigation and reporting procedures.

7. Implement safety-training programs for supervisors and employees applicable to their specific responsibilities.

8. Be responsible for the control, availability and use of necessary safety equipment, including personal protective equipment and apparel for the employees.

9. Coordinate the safety activities with *MTA* personnel, and Insurer's safety representative, and take necessary steps to promptly implement safety recommendations.

10. Coordinate the public relations aspects of the Contractor Project Specific Safety & Health Plan with *MTA*.

11. Attend special safety meetings held or sponsored by *MTA*, the Insurer, or the Insurance Administrator. The safety Engineer/Supervisor is expected to participate in these sessions.

12. Ensure that adequate first-aid supplies and personal protective equipment are available at the work site and that personnel are qualified to administer first aid as required by contract.

13. Maintain Material Safety Data Sheets (MSDS) and provide unobstructed access to MSDS on the job site.

14. Advise the *MTA* R.E. of any known hazardous operations that could adversely impact *MTA* employees or the public.

C. Contractor's On-Site Management Representative:

This person will ensure compliance with provisions of the contract, including the Contractor Project Specific Safety & Health Plan, OSHA, MOSH, and other agency and industry safety requirements and standards. Additional duties of the senior on-site Contract Representative or Project Manager shall include the following:

1. Review and direct immediate action to correct substandard safety conditions brought to his/her attention.
2. Take an active part in all supervisory safety meetings, including the discussion of observed unsafe work practices or conditions, a review of the accident experience and corrective actions, and encouragement of safety suggestions from employees.
3. Cooperate with the *MTA,* Consultants, and safety representatives of the Insurance Broker or Insurance Carrier.

D. Contractor's Safety Supervisor:

The Contractor Safety Supervisor will perform daily safety inspections of the Contractor's and Subcontractor's job sites to eliminate unsafe acts and/or conditions. The Contractor's Safety Supervisor will ensure the contractor's employees are made aware of steps to take in the event of an accident and the location of first aid facilities. The position requires the individual to perform the following:

1. Provide timely reports in writing of any observed unsafe conditions or practices, or violations of job safety issues; and take corrective action.
2. Investigate accidents and implement corrective action.
3. Report all injuries in a timely manner in accordance with federal and state laws and regulations and the Contractor Project Specific Safety & Health Plan.
4. Provide appropriate training materials to conduct weekly "tool box" safety meetings, and attend to evaluate the effectiveness of the meeting.
5. Review safety meeting reports and takes necessary action to ensure meaningful weekly safety meetings are held.
6. Assist in the preparation of accident investigations and reporting.
7. Implement safety-training programs for supervisors and employees applicable to their specific responsibilities.
8. Ensure the control, availability, maintenance, and proper use of necessary safety equipment, including personal protective equipment and apparel for the employees.
9. Coordinate safety activities with the *MTA's* Consultants and the Insurance Carrier safety representatives, and take necessary steps to promptly implement safety recommendations.
10. Attend regularly scheduled and any special safety meetings held or sponsored by the *MTA's* safety representatives or Consultants. The Contractor's Safety Supervisor shall participate in these meetings.
11. Ensure adequate first aid supplies are available at the work site and sufficient personnel are qualified to administer first aid and CPR as required.

E. Contractor's Employees:

Every contractor employee has the responsibility to comply with all health and safety regulations and directives, and to participate in the identification and control of hazards.

Additional responsibilities include but are not limited to:

1. Report health and safety hazards that they become aware of;
2. Follow established health and safety procedures;
3. Report injuries or illnesses that may be workplace related;
4. Properly utilize personal protective equipment when required;
5. Cooperate with and assist in investigations of accidents;
6. Inspect all equipment prior to use and report any unsafe condition to your supervisor immediately.

F. Safety Committee:

The Office of Safety, Quality Assurance and Risk Management and the *MTA* Construction Division Safety shall have three primary functions:

1. Leadership: Provide coordination, leadership, and direction for the Contractor Project Specific Safety & Health Plan.

2. Enforcement: Monitor the management of the Contractor Project Specific Safety & Health Plan to ensure the plan is maintained and enforced by all personnel.

3. Recommendations: Recommended resolutions to safety problems not routinely resolved by the Project Safety Engineers/Supervisors or Resident Engineers.

The Committee shall meet as required by the Chairperson. Members may request the Chairperson to call a meeting when the need develops. The Committee membership consists of:

- Resident Engineer/acting Chairperson
- Office of Safety, Quality Assurance and Risk Management Representative
- General Contractor (GC) Project Manager
- GC On-site Safety Engineer/Supervisor
- Insurance Safety Consultant
- Broker Insurance Safety Consultant
- *MTA* Construction Division Safety Representative

G. Modification of Contractor Project Specific Safety and Health Plan:

The *MTA* reserves the right to require the Contractor to modify, at any time, any portion of the Plan that is not in conformance with Federal, State, or Local codes and regulations, or with the *MTA* Contractor Safety & Health Plan Guidelines.

6. ***SAFETY REQUIREMENTS:***

A. Safety Concerns:

The Safety Concern Form is to be utilized as a means to express safety concerns when other mechanisms have not addressed and/or corrected the issue in a timely manner.

To document the concern and help in its tracking, The Safety Concern Form (See Form 116, *Safety Concern)* is available and is located throughout the site. Once a Safety Concern Form is completed, forward it to the Resident Engineer who will review it and determine the appropriate action.

B. Safety Meetings:

Safety break or "tool box" meetings shall be held on a weekly basis at a minimum by each Contractor. It is recommended that a specific date and time be set up for these meetings. A meeting agenda should consist of at least the following:

- Statistics and performance review;
- Injury and accident reviews which include the reason(s) the accident occurred and a discussion on the corrective actions taken to prevent recurrence;
- Review and discussion of any outstanding items;
- Five-minute safety talk on a pertinent subject to the work performed.
- The Safety Meetings shall be documented and copied to the Resident Engineer (see Form 109, *Tool Box Safety Meeting*).

C. Safety Inspections:

The Contractor shall conduct daily safety inspections for each shift worked in accordance with contract specifications. Any unsafe conditions and/or acts detected during the safety inspections, or at any other time, should be corrected immediately and reported on Form 110, *Contractor Daily Safety Audit Checklist.* Completed copies, indicating action taken and date completed, shall be submitted daily to the RE's office for review and verification of completion of required action.

The Resident Engineer shall maintain in their office the daily inspection reports and shall communicate to the *MTA* Construction Division Safety and the Office of Safety, Quality Assurance and Risk Management any trends and suggestions for improvement.

Any person on site has the authority to stop any job having the potential to be immediately dangerous to life and health. When a job is stopped, the Resident Engineer, and Site Superintendent shall be notified immediately so corrective actions can be taken. Until corrective actions are taken, the job will not commence.

Safety violations found by other safety inspectors shall be reported to the Resident Engineer and the Contractor's on-site Safety Engineer/Supervisor who will ensure that the proper personnel are contacted so corrective measures are taken.

D. First Aid:

The Contractor shall have adequate first aid supplies on-site and first aid supplies shall be accessible for immediate use. Written procedures shall be developed to ensure that first aid supplies are replaced promptly if used, and are not missing or depleted.

Sufficient personnel shall be available at the work site(s) to render first aid. The first aid personnel shall be and have valid CPR and first aid certifications. (U.S. Bureau of Mines, American Red Cross, or an equivalent training program that can be verified.)

E. Safety Compliance:

Compliance with the safety requirements is mandatory. The Contractor's supervisory staff or the Safety Engineer/Supervisor who is unable or unwilling to assure performance in compliance with the safety obligations will not be acceptable for supervision. If substandard performance warrants, the person shall be removed from the project.

The Contractor shall be held responsible for safety compliance of their Subcontractor(s). Any Contractor and/or Subcontractor(s) or employee(s) who fails to comply with the project safety requirements will be considered unqualified to perform services or work at the *MTA*.

1. Noncompliance:

In the event the Resident Engineer deems it necessary to notify the Contractor in writing of noncompliance with any of the safety requirements contained in the safety regulations, by any governmental agency with the authority to enforce safety regulations or authorized representative of the *MTA*, the Resident Engineer shall:

A. Notify the Contractor in writing of the noncompliance.
B. Exercise the right to issue a suspend-work order stopping all or part of the work if the Contractor fails or refuses to take corrective action to abate the noncompliance notice in the specified time.
C. Deny any claim or request from the Contractor for adjustment for additional time or money on the suspended work order issued under these circumstances.
D. Require the removal of an employee or piece of equipment or correction of a situation that is deemed to be unsafe.

2. Contractor Analysis Report:

In the event that a Contractor and/or Subcontractor has been uncooperative on safety or contractual issues, the Resident Engineer shall prepare a report documenting the problem encountered. This report will form an historical record, which will be available to determine future course of action. This report will be reviewed by Office of Safety, Quality Assurance and Risk Management prior to being sent to the Contract Officer with recommendation for disciplinary action including removal from the project of an individual or termination of the contract.

F. Tours and Site Visitors:

Only visitors authorized by the *MTA* shall be allowed on a project. The following guidelines have been prepared as general instructions for organization, direction and safe conduct of such tours on *MTA's* Project Sites:

1. Escorted Visitors:

While on the job site, non-construction personnel or groups shall be accompanied at all times by an authorized representative from the Contractor, *MTA*, or designee familiar with the job site (Especially on any right of way).

2. Notification and Tours:

Personnel tours that do not involve technical inspections need to be cleared through the *MTA* Media Relations Department. Allowing a minimum 24-hour advance notice the Media Relation Department will contact the Resident Engineer at the sites to be visited to coordinate the tour and to make sure the necessary safety precautions are taken

Safety Awareness: All visitors must be informed, before entering the job site, the need for careful, orderly conduct and notified of any special hazards that may be encountered. All visitors and tour groups must comply with the safety precautions required, including the use of personal protective equipment, such as eye protection, hard hats, and reflective clothing that may be required. An adult will accompany children between the ages of 12 -15. No child will be allowed to accompany a tour under the age of 12.

G. Protection of the Public and Property:

The Contractor shall take the necessary precautions to protect the general public (individuals not contractually related to the project) from injury or damage to property and shall follow the contract requirements. The precautions to be taken shall at a minimum:

1. Perform no work in any area occupied or in use by the public unless specifically permitted by the contract or in writing from the *MTA* or designated Consultant.

2. Maintain public use of work areas where necessary involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, protect the public with appropriate guardrails, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.

3. Keep sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public clear of obstructions to permit safe ingress and egress of the public at all times.

4. Appropriate warnings, conspicuous signs and instructional safety signs shall be posted where necessary. In addition, a signalman shall control the movement of motorized equipment in areas where the public might be endangered.

5. Provide sidewalk shed canopies, catch platforms, and appropriate fences when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.

6. Provide temporary fences around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is provided by the contract or as required (2) above. Perimeter fences shall be at least six (6) feet high. They may be constructed of wood or metal

frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence shall be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence or otherwise required by local jurisdiction involved.

7. Provide warning signs and lights, during periods of severely restricted visibility, and continuously from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public as needed. They shall be placed at both ends of such protection or obstructions and not over twenty (20) feet apart alongside of such protection or obstruction.

8. Provide temporary sidewalks when a permanent sidewalk is obstructed by the Contractor's operations. They shall be in accordance with the requirements of the local ordinances. Guardrails shall be provided on both sides of temporary sidewalks.

9. Provide guardrails on each side and vehicular and pedestrian, bridges, ramps, runways, and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six (6) feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided. Guardrails shall be made of rigid materials capable of withstanding a force of at least two hundred (200) pounds applied in any direction at any point in their structure. Their height shall be approximately forty-two (42) inches. Top rails and posts may be two inches by four inches (2 x 4) dressed wood or equal materials. Posts shall not be more than eight (8) feet apart.

10. Provide barricades where sidewalk shed fences or guardrails as referenced above are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained in place except where temporary removal is necessary to perform the work. When a barricade is temporarily removed, a watchman shall be placed at all openings.

11. Prohibit fuel-burning types of lanterns, torches, flares or other open flame devices.

12. Maintain all equipment, devices and structures so as to not pose a hazard to the public, property or employees, and to perform their intended functions properly at all times.

H. Traffic Control:

All work shall be planned well in advance to prevent traffic obstructions, public and *MTA* inconvenience, and lost work time. Therefore, a vehicle and/or pedestrian traffic plan shall be included as part of the Contractor Project Specific Safety & Health Plan. The plan shall include:

1. Traffic conditions;
2. Existing traffic controls;
3. Physical features;
4. Visibility restrictions;
5. Problems of access to private property;
6. Business access and activities;
7. The type, number and location of signs, barricades, lights and other traffic devices required for the work;
8. Means of mitigating any adverse effect upon the blind or other physically handicapped.

Flaggers are required:

1. Where workers or equipment intermittently block a traffic lane;
2. Where plans or permit allow the use of one lane for two directions of traffic (one flagger is required for each direction of traffic);
3. Where the safety of the public and/or workers determines there is a need.
4. Flaggers shall be certified.

I. Emergency Procedures:

The Contractor's emergency procedures should be continually reviewed and adjusted to provide maximum effectiveness. All such procedures are to be included in the Contractor Project Specific Safety & Health Plan and coordinated with the Resident Engineer.

The Contractor shall develop written procedures for, but not limited to the following events:

- Injury;
- Fire;
- Utilities damage – gas, water, electric, sewer, communications;
- Other potential emergency situations

Emergency procedures shall designate specific responsibilities for execution of and compliance with the Contractor's emergency plan.

Methods of promptly summoning Emergency Service Personnel and communication with the Resident Engineer shall be included in the procedure and made available at the job site before construction begins.

Actions to be taken during emergencies should be discussed at "tool box" safety meetings regularly.

J. Media Relations and Safety:

In any emergency affecting the safety of persons or property, the Contractor shall act immediately, as necessary and appropriate to prevent or minimize the threatened damage, injury or loss. The Contractor shall notify the Resident Engineer immediately of the situation and all actions taken.

For all press inquiries for emergencies, news releases or announcements related to the job, photo session, the Contractor shall refer the press to the *MTA* Media Relations.

The Contractor should make no statements until authorized by the *MTA's* Office of Media Relations.

7. ***SPECIFIC SAFETY STANDARDS***

A. Personal Protective Equipment:

OSHA Reference 1926.100-106, Subpart E, "Personal Protective and Life-Saving Equipment."

Minimum requirements for this section are:

- Hard Hats: Approved ANSI Z89.1-1969 hard hats shall be worn at all times while on the construction site. Hard Hats shall be worn properly with the bill forward unless the eye

protection prevents this, as with welders.

- Eye Protection: This is a 100% eye protection project. Employees must wear ANSI Z87 approved safety glasses with side shields 100% of the time while in the construction areas.

- Clothing: Full-length trouser without excessive length or flared bottoms is required. Shirts must cover the entire mid-section and the sleeves must cover the entire shoulder. Sleeveless shirts, tank tops, net shirts, halter tops, and any clothing with derogatory language or offensive photographs shall not be worn on the construction site.

  ANSI Class II High Visibility Reflective Clothing will be worn at all times when in the right of way of rail, highway, or area of construction.

  Flame resistant clothing must be worn for all electrical, welding / hot work

- Work Shoes: A serviceable pair of ANSI Z.41.1-1967 work shoes or boots made of leather or similar material shall be worn. Steel toe shoes and metatarsal covers are required for all track and rail operations, operating jackhammers, earth compacting equipment, and other areas when designated. Tennis shoes, sandals and other similar shoes are not permitted.

Other requirements may include, but not be limited to:

- Respirators: Respirators shall be worn when required.

- Hearing Protection: Hearing protection shall be worn when required.

- Fall Protection: Guardrail systems, safety nets, or personal fall protection must be used during any activity where a worker is exposed to a fall hazard greater than four (4) or six (6) feet depending on the work involved. Full body safety harnesses with seat support and shock absorbing lanyards are the only acceptable fall protection outside of safety rails and nets.

B. Housekeeping:

OSHA Standard 1926.25, Subpart C, "General Safety & Health Provisions"

C. Guardrails and Perimeter Protection:

OSHA Standard 1926, Subpart M, "Floor and Wall Openings"

D. Concrete and Form Work:

OSHA Standard 1926, Subpart Q, "Concrete and Masonry Construction"

E. Reinforced Steel (Rebar)

OSHA Standard 1926, Subpart Q, Concrete and Masonry Construction

F. Excavations, Trenching, and Shoring:

OSHA Standard 1926, Subpart P, "Excavation", including appendix A-F

G. Fire Protection and Prevention:

OSHA Standard 1926, Subpart F, "Fire Protection and Prevention"; National Fire Protection Association (NFPA) Regulations; local fire codes. The Contractor shall, in addition to complying with the Federal, State, and Local Fire Codes and regulations, prohibit the presence or use of open fire. The Contractor shall require that temporary heating or warming devices be UL approved.

H. Flammable and Combustible Liquids:

OSHA Standard 1926, Subpart F, "Fire Protection and Prevention"; National Fire Protection Association (NFPA) Regulations; local fire codes.

I. Confined Area (Space) Entry:

OSHA Standard 1910.146, "Permit Required Confined Spaces".

All confined space entry work is to be discussed with the RE and the on-site Safety Engineer/Supervisor forty-eight (48) hours prior to entry. *The Confined Space Entry Permit* (Form 107, Attachments) shall be filled out by the Contractor and kept at the jobsite. The *MTA* Office of Safety, Quality Assurance & Risk Management (OSQARM) shall be notified forty eight (48) hours prior to confined space entry. All completed, terminated or expired permits shall be submitted to the OSQARM within twenty four (24) hours of completion, termination, or expiration; Resident Engineer shall receive duplicate copy.

Evaluating the Environment:

Tests for oxygen deficiency, flammability, and toxicity are to be made before any entry into a confined space.

J. Mobile and Tower Crane Safety:

OSHA Standard 1926.550-556, Subpart N -"Cranes, Derricks, Hoists, Elevators and Conveyors".

K. Rigging Requirements:

OSHA Standard 1926.250-252, Subpart H - "Material Handling, Storage, Use and Disposal".

L. Environmental Policy Statement:

Refer to Section 01570 "Environmental Protection" of the contract.

The environmental control issues will be specifically detailed within the individual bid packages, as they are developed.

M. Hazard Communication Program Responsibilities:

OSHA Standard 1926.59, Subpart D, - "Occupational Health and Environmental Controls".
OSHA Standard 1910.1200, "Hazard Communication".

All chemicals brought on *MTA* property require prior approval from The Office of Safety, Quality Assurance & Risk Management. (Form 117). Parts one (1) and two (2) of Form 117 must be completed for each MSDS submitted for evaluation.

N. ***Use of Explosives/Blasting:***

OSHA Standard 1926.900, Subpart U- "Blasting and Use of Explosives"

8. *APPLICABLE GOVERNMENT AGENCY AND INDUSTRY SAFETY STANDARDS:*

The Contractor shall comply with, but is not limited or precluded to, the safety standards and provisions of the following agencies, associations, councils, societies, etc.

- Regulation, 49, CFR, Parts 27, 37, and 3 U.S. Department of Transportation (DOT) ("American with Disabilities Act").
- Regulation 40 CFR 261 Environmental Protection Agency (EPA) Titled: Identification and Listing of Hazardous Waste (Implemented by State DER (Dept. of Environmental Resources).
- Regulation 40 CFR 403 General Pretreatment Regulations For Existing And New Sources Of Pollution (Sewer)
- Regulation 49 CFR, Part 29, "Drug Free Workplace Act".
- Regulation 49 CFR, Part 653, 654 and 655, "Prevention of Alcohol and Prohibitive Drug Misuse in Transit Operations".
- Regulation 49 CFR 659 "Rail Fixed Guideway Systems: State Safety Oversight
- Federal Transit Administration (FTA) and incorporated documents by reference or submission to and acceptance by *MTA* and includes:

    1. MIL-STD-882B "System Safety Program Plan Requirements"
    2. FTA "Recommended Emergency Preparedness Guidelines for Rail Transit Systems"

- OSHA Standards 29 CFR 1926, Construction Standards
- OSHA Standards 29 CFR 1910, General Industry Standards
- COMAR 09.12.20 thru 33. Maryland Occupational Safety and Health
- COMAR Title 26 Maryland Department of the Environment,
- Underwriters Laboratories, Inc.
- U.S. Army, Corp of Engineers
- American Society for Testing of Materials (ASTM)
- American National Standards Institute (ANSI)
- National Fire Protection Association (NFPA)
- Local and State Building and Fire Code Standards

Contractor Project Specific Safety and Health Plan Forms

Form 102
- **Incident Investigation Report**

Form 102A
- **Witness Statement**

Form 107
- **Confined Space Entry Permit**

Form 108
- **Job Orientation Acknowledgement**

Form 109
- **Tool Box Safety Meeting**

Form 110
- **Contractor Daily Safety Audit Checklist**

Form 112
- **Safety Observation Notice**

Form 116
- **Safety Concern**

Form 117
- **MSDS Evaluation Request**

Form 118
- **Hot Work Permit**

INCIDENT INVESTIGATION REPORT
Form 102

PART 1

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

PART 2

Body part(s) affected:		
Disposition: Employee Sent to Type of Injury:	0Doctor 0Emergency Room 0Personal Physician 0On-Site Medical Station 0Other	0Employee refused treatment 0Result impression 01st Aid Only 0Medical Recordable 0Lost Time or Restricted Duty
Employee Supervisor:		
Witnesses:		

Circle the Number of Identifying Contributing Factors:

1. Absent/Improper Guarding
2. Defective Equipment
3. Weather/Temperature
4. Inappropriate PPE
5. Inadequate Housekeeping
6. Slippery/Uneven Walking Surface
7. Improper Layout of Work Area
8. Inadequate Ventilation
9. Inadequate Lighting or Noise Control
10. Improper Storage or Placement of Materials
11. Insect/Animals in Work Area
12. No At Risk Condition Identified
13. Other _____
14. Operating Without Authority
15. Improper Use of Equipment
16. Inadequate Procedures
17. Use of Defective Equipment/Tools
18. PPE Not Used
19. Inadequate/Inappropriate Training
20. Improper Position or Posture
21. Horseplay
22. Altercation
23. No At Risk Act Identified
24. Other _____

PART 3

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

Was an SPA/JSA developed for the task being performed? Yes/No _____. If yes, attach a copy.

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

_____

_____

_____

Supervisor/Investigation Team Members: _____

Name(s) Signature(s)/Date

FORM 102 2/00

WITNESS STATEMENT
Form 102A

Name: _____ Title: _____

Social Security Number: _____ Date: _____ Time: _____

Temporary Address: _____ Phone No. _____

Permanent Address: _____ Phone No. _____

_____

Location at Time of Incident: _____

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

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____
Signature

Attach to Incident Report

MTA Maryland

Confined Space Entry Permit

Permit valid for eight (8) hours only

Date Issued:	**Time Issued:**	**Date Expires:**	**Time Expires:**
Job Site:		**Equipment worked on:**	
Worked to be Performed:			
Supervisor: (Print)		**(Phone)**	
Attendant: (Print)		**(Phone)**	
Entrant: (Print)		**Entrant:** (Print)	
Entrant: (Print)		**Entrant:** (Print)	
Communication Procedures:			
Rescue Procedures as arranged & verified by Supervisor (Include phone numbers):			
Supervisor, Attendant, Entrant have successfully completed required trained:		Yes:	No:

Atmospheric Check: (Various Levels) Before Isolation & Ventilation	**Date:**	**Time:**	**Oxygen:** > 19.5%	**Explosives:** <10% LFL	**Toxic %** PPM <10ppm H_2S
Atmospheric Check: (Various Levels) After Isolation & Ventilation	**Date:**	**Time:**	**Oxygen:** > 19.5%	**Explosives:** <10% LFL	**Toxic %** PPM <10ppm H_2S
Atmospheric Tester's Signature:					
Direct Reading Gas Monitor:	**Test Date:**	**Make:**	**Model #:**	**Serial #:**	

Requirements Completed:	N/A	Yes	No
a) Lockout Tag out			
b) Line(s) Broken, Capped, Blanked			
c) Purge, Flush & Vent			
d) Ventilation			
e) Secure Area (Fall Protection)			
f) Respirator (s)			
g) Emergency Personnel Notified			
h) Full Body harness w/"D" Ring			
i) Retrieval Equipment			
j) Fire Extinguishers			
k) Lighting (Explosion Proof)			
l) Protective Clothing			

Continuous Monitoring: (Various Levels) Every 2 hours	**Date:**	**Time:**	**Oxygen:** > 19.5%	**Explosives:** <10% LFL	**Toxic %** PPM <10ppm H_2S
	Date:	**Time:**	**Oxygen:** > 19.5%	**Explosives:** <10% LFL	**Toxic %** PPM <10ppm H_2S
	Date:	**Time:**	**Oxygen:** > 19.5%	**Explosives:** <10% LFL	**Toxic %** PPM <10ppm H_2S
	Date:	**Time:**	**Oxygen:** > 19.5%	**Explosives:** <10% LFL	**Toxic %** PPM <10ppm H_2S
Continuous Tester's Signature:					

Material Safety Data Sheets Approved:	N/A	Yes	No
Known Hazards:			
Supervisor Authorizing All Conditions Satisfied			
Print:	**Signature:**		**Date:**

This permit is to be kept on the job site. The MTA Office of Safety, Quality Assurance & Risk Management (OSQARM) must be notified 48 hours prior to confined space entry. All completed, terminated and expired permits are to be submitted to the OSQARM within 24 hours of completion, termination or expiration. Phone: 410-454-7143 Fax: 410-454-7138

JOB ORIENTATION ACKNOWLEDGEMENT FORM
Form 108

My signature below acknowledges my completion of the project specific safety orientation and review of the security rules and regulations. I agree to adhere to these, as well as all other specific project rules and regulations.

Check as covered:

Eye Protection	Fire Protection
Head Protection	Interim Life Safety Measures
Foot Protection	Drug Policy
Clothing Requirements	Employee's Guide to WC Managed Care
Fall Protection	MSDS Procedure
Scaffold Tagging Requirements	Security
Work Permit	Lockout Procedures
Hot Work Permit	

Project Identification Data Sheet

Please Print Clearly

Last Name: _____ First Name: _____

SSN: _____-____-_____ Employer: _____

Trade: _____Contact Number: _____

Signature: _____Date: _____

A Photo ID will be required at the time the Project ID is issued.

TOOL BOX SAFETY MEETING
Form 109

This form is to be completed by supervisors for all safety meetings conducted.
Use reverse side if necessary

DATE:	
PRIME CONTRACTOR:	
SUBCONTRACTOR:	
CONDUCTED BY:	
SUBJECT(S)	
DISCUSSED:	

ATTENDEES		
PRINT NAME	BADGE #	SIGN NAME

Safety Instructor Comments:

Employees Comments:

CONTRACTOR DAILY SAFETY AUDIT CHECKLIST

Form 110

This list is intended to be used as a starting point for your company. Add exposures that are specific to your construction activities as necessary. Look for other unsafe acts and conditions, and then document them so that corrective action can be taken and recorded

Company Name_____

PROJECT NAME:_____

DATE:_____

JOB/PROJECT #: _____

SUPERVISOR: _____

Reported injuries, and corrective actions, since last safety survey: (i.e. cut hand, debris in eye, back strain, etc..)

_____

_____

_____

_____

_____

	AREA/ITEM	STATUS Ok / Not Ok	PROBLEM AND CORRECTIVE ACTION	Control Completion Date/Initials
1	**Housekeeping**			
	Walkways, exits, work areas, clear	☐ ☐		
	Nails bent over or removed from scrap	☐ ☐		
	Waste materials properly placed/cleaned up	☐ ☐		
	Hazardous construction materials controlled	☐ ☐		
	Waste bins emptied and placed throughout site			
	Designated lunch areas kept clean and trash cans available	☐ ☐		
2	**Fall Protection**			
	Scaffolds over 7 ½" properly tied off and guard rails in place	☐ ☐		
	Scaffold planks and footings properly placed	☐ ☐		
	Interior stair railings in place	☐ ☐		
	Roof/floor openings properly protected	☐ ☐		
	Ladders in good mechanical condition	☐ ☐		
	Ladders properly used by tradespersons	☐ ☐		
	Safety harnesses used if required, good anchorage points	☐ ☐		
	Other	☐ ☐		

3	**Falling Material**			
	Construction materials secured to prevent them falling on workers	☐ ☐		
	Construction materials secured to prevent them from being blown by wind or knocked over the edge of the roof	☐ ☐		
	Pallets properly stacked and not tipping	☐ ☐		
	Other	☐ ☐		
4	**Electrical**			
	Electrical extension cords not frayed or cut exposing internal wiring	☐ ☐		
	Electrical tool cords not frayed or cut exposing internal wiring	☐ ☐		
	Grounding (GFCI) in use as required	☐ ☐		
	Adequate lighting in work areas	☐ ☐		
	Other	☐ ☐		
5	**Personal Protective Equipment**			
	Safety Glasses / Goggles as required	☐ ☐		
	Hard Hats if required	☐ ☐		
	Gloves if required	☐ ☐		
	Sturdy work shoes/boots or steel toed shoes if required	☐ ☐		
	Other	☐ ☐		
6	**Machinery**			
	Properly guarded	☐ ☐		
	Properly used	☐ ☐		
	Other	☐ ☐		
7	**Fire Protection**			
	Flammables properly used/stored	☐ ☐		
	Fire extinguishers on hand	☐ ☐		
	Protective guards in place during welding and soldering to prevent flame from reaching combustible materials in the building walls	☐ ☐		
	Other	☐ ☐		

8	**Public / Worker Protection**			
	Barricades in place as necessary	☐ ☐		
	Trenches 5' and greater properly sloped or shored	☐ ☐		
	Operations (such as rebar bending, etc.) not being conducted in active street	☐ ☐		
	Fences installed as necessary/planned	☐ ☐		
	Free standing chain link fences protected from falling on sidewalks/work areas in the event of unexpected high winds	☐ ☐		
	Other	☐ ☐		
		☐ ☐		
9	**Vehicle Operation on Jobsite**			
	Backup warning signals in operation	☐ ☐		
	Speed properly controlled	☐ ☐		
	Properly parked	☐ ☐		
	Other	☐ ☐		
		☐ ☐		
10	**Behavior Based Safety (BBS)**	☐ ☐		
	Employees following safety rules	☐ ☐		
	Unsafe acts observed (i.e. unsafe lifting/material handling could lead to a muscle strain)	☐ ☐		
	Good safety culture observed (i.e. employees follow safety rules when they are on their own and no one is observing them).	☐ ☐		
	Other areas of behavior that need to be addressed	☐ ☐		
		☐ ☐		
11	**OTHER**	☐ ☐		
		☐ ☐		
		☐ ☐		
		☐ ☐		
		☐ ☐		
		☐ ☐		

JOB/PROJECT #: _____

SUPERVISOR: _____

Reported injuries, and corrective actions, since last safety survey: (i.e. cut hand, debris in eye, back strain, etc..)

_____

_____

_____

SAFETY OBSERVATION NOTICE
Form 112

To Prime Contractor: _____ Date: _____

The Resident Engineer is formally notifying the Prime Contractor Party that the following condition(s) are in non-compliance with the safety requirement established for the Project:

_____

_____

_____

_____

Originator: _____

Prime Contractor's Corrective Action: Date: _____

_____

_____

_____

_____

Corrective Action Completed: Yes No

Safety *Engineer/Supervisor*/Designee: _____ Date: _____

FOLLOW UP

Complete
Incomplete
2nd Notice Sent: _____
Completion Sign-off
Originator: _____ Date: _____

cc: _____/_____
OSQARM / MTA Construction Division Safety

SAFETY CONCERN

Form 116

Date;	NO.
Here's **MY CONCERN.** Describe safety condition that should be improved, changed, or corrected. (Please print, type or write clearly – use black ink. If more room is needed, attach additional sheets.	
Here's **MY RECOMMENDED CORRECTIVE ACTION**	

Name:_____

Address:_____

Telephone #/Ext._____

Contractor:_____

Employee No:_____

Receipt Acknowledged:_____
Resident Engineer

FORM 116 2/00

HERE'S MY SAFETY CONCERN
Instructions

1. Enter your concern on the Safety Concern blank.

    a. Use sheets of plain paper if you need additional space.
    b. Draw a sketch if you think it will help.

2. In the lower portion of the SC blank, enter your name, address, telephone number or extension, department, and employee number so the canary copy can be returned to you with response to your concern.

3. Seal the completed form and any attachments in an envelope and submit to:
Resident Engineer

FORM 116 2/00

MARYLAND TRANSIT ADMINISTRATION

Form 117

Material Safety Data Sheet (MSDS) Evaluation Request

Send to this form along with a legible English language MSDS and any other related information to:
Dennis Rafferty Sr., Manager Occupational Safety & Health, 1515 Washington Blvd., Baltimore, Md. 21230
drafferty@mta.maryland.gov

PART 1 (Completed by Sales Representative)

Name Of Product To Be Evaluated:

Date

Manufacture's Name, Address & Phone:

Sales Representative's Name And Phone Number:

Distribution Company's Name, Address & Phone:

PART 2 (Completed by End User – MTA or Contractor)
Describe the location and intended use. IE – Spray application on vehicle to remove graffiti.

Location Used:

Intended Use:

Requested By		**Date**

PART 3 (Office of Safety Determination)

Date

This Product Is:

- ☐ **Approved For Test Only See Restrictions Below**
- ☐ **Approved For MTA Use As Directed**
- ☐ **Approved With Attached Restrictions Below**
- ☐ **Not Approved For MTA Use**

Restrictions:

MTA MSDS Reference Number:

Approved By:

Rev 03.11 djr Form 117

MARYLAND TRANSIT ADMINISTRATION

FORM 118

HOT WORK PERMIT

DATE ISSUED _____ VALID UNTIL _____

BUILDING _____ BUILDING # _____ PROJECT # _____

LOCATION OF WORK _____

CONSTRUCTION PROJECT MANAGER/PHONE # _____

CONTRACTOR/PHONE # _____

The location where this work will take place will be examined before the start of cutting/welding operations and all the appropriate precautions (**including any that exceed those outlined below**) will be taken.

Signed (at issue of permit) _____ Date _____

Print name _____

FIRE SAFETY PRECAUTIONS

BEFORE THE WORK - ***All*** of the following precautions must be taken:

Cutting and/or welding equipment must be thoroughly inspected and found to be in good repair, free of damage or defects.

A multi-purpose dry chemical, portable fire extinguisher must be located such that it is immediately available to the work and is fully charged and ready for use.

At least one fire alarm pull station or means of contacting the fire department (i.e. site telephone) must be available and accessible to person(s) conducting the cutting/welding operation.

Floor areas under and at least 35 feet around the cutting/welding operation must be swept clean of combustible and flammable materials.

All construction equipment fueling activities and fuel storage must be relocated at least 35 feet away from the cutting/welding operation.

Where applicable, the following precautions will also be taken before the work begins:

Fire resistant shields (fire retardant plywood, flameproof tarpaulin, metal, etc.), must cover combustible floors.

Spark/slag catchers (fire retardant plywood, flameproof tarpaulins, metal, etc.) must be suspended below any elevated cutting/welding operation.

All floor and wall openings must be covered to prevent sparks/slag from traveling to other, unprotected areas.

Containers in or on which cutting/welding will take place must be purged of flammable vapors.

DURING / AFTER THE WORK - The following precautions will be taken:

Person(s) must be assigned to a fire watch during and for at least 30 minutes after all cutting/welding ceases.

Fire watch person(s) are to be supplied with multi purpose dry chemical, portable fire extinguisher and trained in its use.

A fire alarm pull station or means of contacting the fire department (i.e. site telephone) available and accessible to fire watch person(s).

The location where this work will take place has been **examined before the start** of cutting/welding operations and all the appropriate precautions have been taken. *Responsible party to sign under Signature 1 for each date.*

The work area and all adjacent areas to which sparks and heat might have spread (including floor levels above and below and on opposite side of walls) were **inspected 30 minutes after** the cutting and or welding operations ceased for the day and were found to be fire safe. *Responsible party to sign under Signature 2 for each date.*

	Signature 1	Signature 2
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____
Date _____	Before _____	After _____

APPENDIX J

CONTRACT T-0862-1940

CULTURAL RESOURCES CONSTRUCTION PROTECTION PLAN

General Engineering Consultant Team
100 South Charles Street, Tower 1, 10th Floor
Baltimore, MD 21201

Technical Memorandum

TO:	HENRY KAY
FROM:	GEC CULTURAL RESOURCES
SUBJECT:	C-19 REFORESTATION AND LANDSCAPING
	CULTURAL RESOURCES CONSTRUCTION PROTECTION PLAN
DATE:	**June 18, 2014**
REVISION:	REV. 1
WBS ID:	300.09
CC:	TOM MOHLER (GEC); DALE MOELLER (GEC); SHEILA MAHONEY (GEC); RAY MORAVEC (PMC)
CIN:	MTA1265A-03-S08.21-PMC-14F-6682

Cimaglia Park

No cultural resources will be affected by this work.

Edmondson Gateway

Purpose of the Construction Protection Plan

This Construction Protection Plan (CPP) was developed for contractors who work on C-19 Reforestation and Landscaping to be used during work at the Red Line Project Edmondson Gateway reforestation and landscaping site (see **Edmondson Gateway, Attachment A, p. J 7**). These guidelines provide protocols and stipulations for avoiding construction-related adverse impacts to cultural resources located adjacent to the construction area boundaries, and methods for dealing with any issues that may result related to cultural resources.

Mitigation and the Edmondson Gateway Site

Mitigation for forest impacts by the Red Line project are required to meet Maryland Department of Natural Resources regulations, with Baltimore City requiring mitigation for removal of all trees located on parkland or City property, including street trees and specimen trees. As part of this mitigation, street trees will be planted within the Edmondson Avenue medians between the Baltimore City limits and North Chapel Gate Lane, currently consisting of trees, bushes, grass, and other plants (see **Edmondson Gateway, Attachment B, p. J 8**).

Contractor Obligations

All contractors must protect cultural resources during construction activities and adhere to the guidance provided in this plan. They are accountable for the information presented and are responsible for complying with it. It is imperative that contractors ensure historic properties are not damaged by construction activities. The Maryland Transit Administration (MTA) and its consultants will monitor the work site to ensure that proper procedures as indicated in this plan are followed.

Laws Associated With Cultural Resources

Federal Law
National Historic Preservation Act of 1966 (NHPA): This act establishes a national policy to consider historic properties, i.e., those properties listed in or determined eligible for the National Register of Historic Places (NRHP), the federal government's official list of properties recognized for their significance in American history, architecture, archaeology, engineering, and/or culture. Section 106 of the NHPA requires federal agencies to consider their projects' effects on historic properties.

State Law
Maryland Historical Trust Act of 1985 and State Finance and Procurement Article 5A-325 and 5A-326 of the Annotated Code of Maryland: This act and statutes establish the state's historic preservation program and project review process to make sure historic properties are considered during project execution.

Cultural Resources Identified in the Site Area

Historic Architecture
The NRHP-eligible **Ten Hills Historic District** (B-5124) is located near the eastern end of the Edmondson Gateway planting site (see **Edmondson Gateway, Attachments B and C, pp. J 8 and J 9**). This is a planned suburban residential neighborhood originally built for upper middle-class families. The neighborhood incorporated the area's natural setting in its planning and includes many architect-designed detached houses. The houses were built between circa 1910 and 1960, and architectural styles include Colonial Revival, Tudor Revival, Craftsman, Spanish/Mission Revival, French Normandy Revival, Italian Renaissance Revival, and Ranch.

Archeological Resources
No areas of archeological sensitivity were identified within this site.

Standard Procedures for Protecting Cultural Resources

- No impacts should occur outside the pre-established limit of disturbance, with delivery trucks, equipment, and all other construction-related material kept away from the historic district boundary. This includes landscape components, often an important feature of historic properties. Be careful when walking, driving, moving equipment, or storing materials so as not to disturb or damage landscape features of the district.

- It is understood no paved surfaces will be disturbed as part of construction activities, which avoids vibrations that could damage historic resources. Planting will only take place within street median areas with no paving.

- An MTA cultural resources consultant will create a short condition survey memo soon after conclusion of construction activities. The memo will include photographs of the built historic property, namely the Ten Hills Historic District, taken shortly before and shortly after construction. The images will capture the overall physical condition, and detailed views of any physical damage of the sides of the district buildings and landscaping facing towards the construction area. The text will make a comparison of the resource condition, before and after construction takes place. MTA and its consultants will review the document.

Procedures if Cultural Resources are Damaged

It is the contractor's responsibility to avoid altering historic properties in any way. Alterations include breaking windows, damaging decorative architectural features, removing historic building materials, or altering significant landscape features. **If any damage occurs, cease all work and notify your supervisor immediately.**

Repairing damage caused to a historic property is time consuming and costly; it may result in a construction delay. In all cases, MTA must inform the Maryland Historical Trust (MHT, which is the State Historic Preservation Office) of the damage. MHT will require time to review damages and alterations, and approve necessary repairs. In some cases, specialized, labor-intensive historic construction techniques, executed by skilled craftspeople, may be required to restore the historic property to its original condition. MTA will investigate all instances of damage.

The contractor will be financially responsible for and required to make any repairs deemed necessary by MTA, the MHT, and other qualified professionals.

Contractors should contact Mr. John Newton at MTA (410-767-3769) to discuss any concerns or questions about this plan's content, and/or report any issues.

When in doubt, always contact your supervisor before proceeding!

President Street Corridor

Purpose of the Construction Protection Plan

This Construction Protection Plan (CPP) was developed for contractors who work on C-19 Reforestation and Landscaping to be used during work at the Red Line Project President Street Corridor reforestation and landscaping site (see **President Street Corridor, Attachment A, p. J 11**). These guidelines provide protocols and stipulations for avoiding construction-related adverse impacts to cultural resources located adjacent to the construction area boundaries, and methods for dealing with any issues that may result related to cultural resources.

Mitigation and the President Street Corridor Site

Mitigation for forest impacts by the Red Line project are required to meet Maryland Department of Natural Resources regulations, with Baltimore City requiring mitigation for removal of all trees located on parkland or City property, including street trees and specimen trees. As part of this mitigation, street trees would be planted along the South President Street corridor in Baltimore City between Fayette and Fleet Streets within the street medians, grassy areas, and sidewalk tree planters along President Street (see **President Street Corridor, Attachment B, p. J 12**).

Contractor Obligations

All contractors must protect cultural resources during construction activities and adhere to the guidance provided in this plan. They are accountable for the information presented and are responsible for complying with it. It is imperative that contractors ensure historic properties are not damaged by construction activities. Maryland Transit Administration (MTA) and its consultants will monitor the work site to ensure that proper procedures as indicated in this plan are followed.

Laws Associated With Cultural Resources

Federal Law

National Historic Preservation Act of 1966 (NHPA): This act establishes a national policy to consider historic properties, i.e., those properties listed in or determined eligible for the National Register of Historic Places (NRHP), the federal government's official list of properties recognized for their significance in American history, architecture, archaeology, engineering, and/or culture. Section 106 of the NHPA requires federal agencies to consider their projects' effects on historic properties.

State Law

Maryland Historical Trust Act of 1985 and State Finance and Procurement Article 5A-325 and 5A-326 of the Annotated Code of Maryland: This act and statutes establish the state's historic preservation program and project review process to make sure historic properties are considered during project execution.

Cultural Resources Identified in the Site Area

Historic Architecture
The following NRHP-listed or eligible built historic properties are located near the construction area (see **President Street Corridor, Attachments B and C, pp. J 12 and J 13- J 23**):

President Street Corridor Adjacent Historic Properties		
#	***Name***	***Photo #***
1	**St. Vincent de Paul Church** (B-0061E) 120 N. Front St.	1, 2
2	**Shot Tower** (B-0016) [also located within the Jonestown Historic District] Southeast corner of E. Fayette and N. Front Sts.	3, 4
3	**9 North Front Street** (B-3716E) [also located within the Jonestown Historic District] 9 N. Front St.	5, 6
4	**Jonestown Historic District** (B-2784) 20 lots on ten acres located to the east of Jones Falls; the northern and southern most boundaries are E. Lexington and Pratt Sts., with S. Central Ave. to the east	3, 4, 5, 6, 7, 11, 12, 13
5	**Business and Government Historic District** (B-3935) Roughly bounded by E. Saratoga St., E. Lexington St., W. Falls Ave., Water St., E. Lombard St., and Charles St.	8, 9, 10
6	**Baltimore Wholesale Fish Market** (B-18) [also located within the Business and Government Historic District] 35 Market Pl.	8, 9, 10
7	**Carroll Museum/Carroll Mansion** (B-0002) [also located within the Jonestown Historic District] 800 E. Lombard St.	11, 13
8	**Little Italy Historic District** (B-5121) Roughly bounded by South Central Ave. Historic District, Pratt St., President St., and Eastern Ave.	14
9	**Eastern Avenue Pumping Station** (B-1047) 751 Eastern Ave.	15, 16
10	**President Street Station** (B-3741) President and Fleet Sts.	17, 18

Archeological Resources
No archeological resources will be affected by this work.

Standard Procedures for Protecting Cultural Resources

- No impacts should occur outside the pre-established limit of disturbance, with delivery trucks, equipment, and all other construction-related material kept away from the historic buildings. Be careful when walking, driving, moving equipment, or storing materials to avoid damage to the historic resources.

- It is understood no paved surfaces will be disturbed as part of construction activities, which avoids vibrations that could damage historic resources. Planting will only take place within the street median areas with no paving, grassy areas along the street, and within sidewalk tree planters.

- An MTA cultural resources consultant will create a short condition survey memo soon after conclusion of construction activities. The memo will include photographs of the ten built historic properties listed above, taken shortly before and shortly after construction. The images will capture the overall physical condition, and detailed views of any physical damage of the sides of the buildings facing towards the construction area. The text will make a comparison of the resource condition, before and after construction takes place. MTA and its consultants will review the document.

Procedures if Cultural Resources are Damaged

It is the contractor's responsibility to avoid altering historic properties in any way. Alterations include breaking windows, damaging decorative architectural features, removing historic building materials, or altering significant landscape features. **If any damage occurs, cease all work and notify your supervisor immediately.**

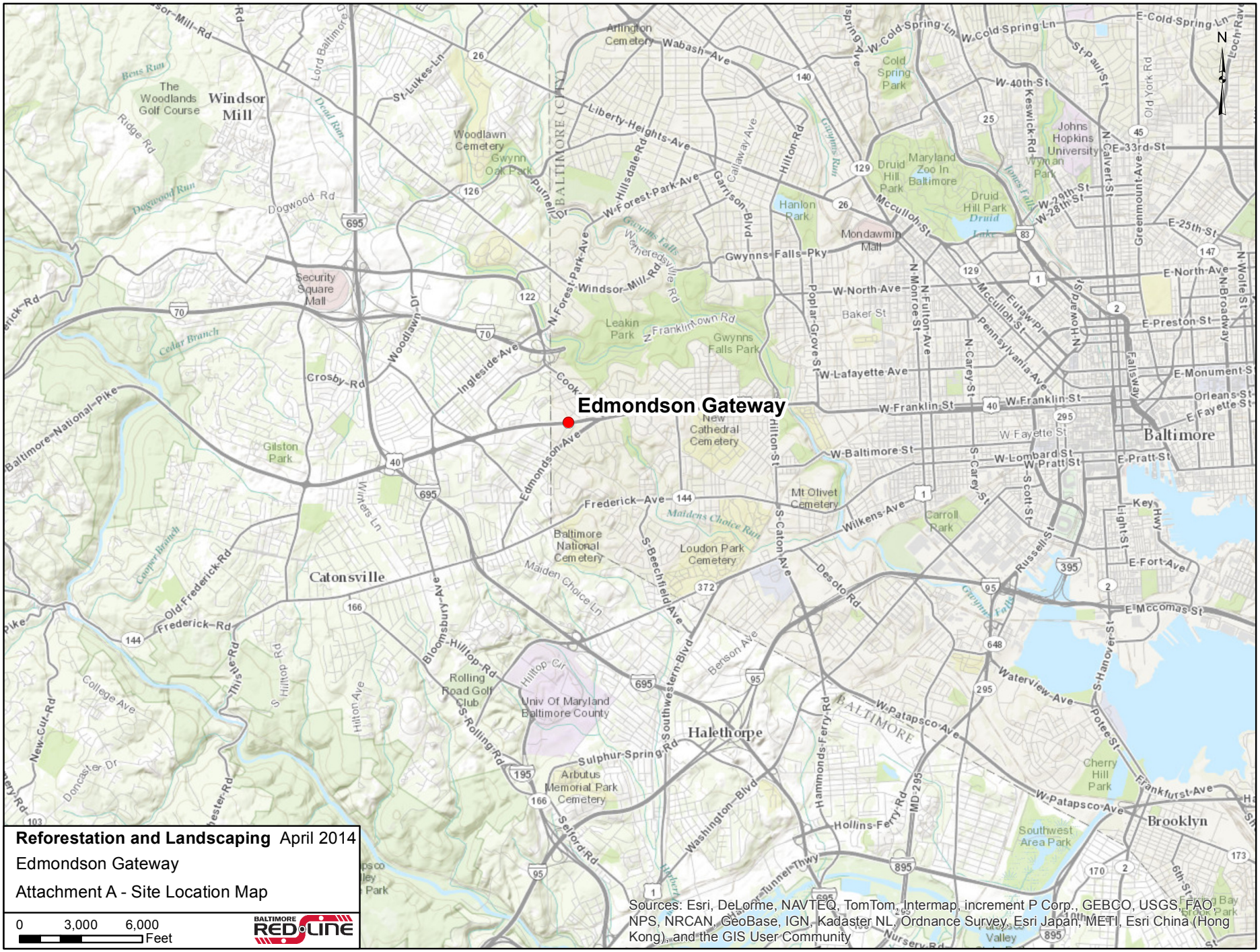
Repairing damage caused to a historic property is time consuming and costly; it may result in a construction delay. In all cases, MTA must inform the Maryland Historical Trust (MHT, which is the State Historic Preservation Office) of the damage. MHT will require time to review damages and alterations, and approve necessary repairs. In some cases, specialized, labor-intensive historic construction techniques, executed by skilled craftspeople, may be required to restore the historic property to its original condition. MTA will investigate all instances of damage.

The contractor will be financially responsible for and required to make any repairs deemed necessary by MTA, the MHT, and other qualified professionals.

Contractors should contact Mr. John Newton at MTA (410-767-3769) to discuss any concerns or questions about this plan's content, and/or report any issues.

When in doubt, always contact your supervisor before proceeding!

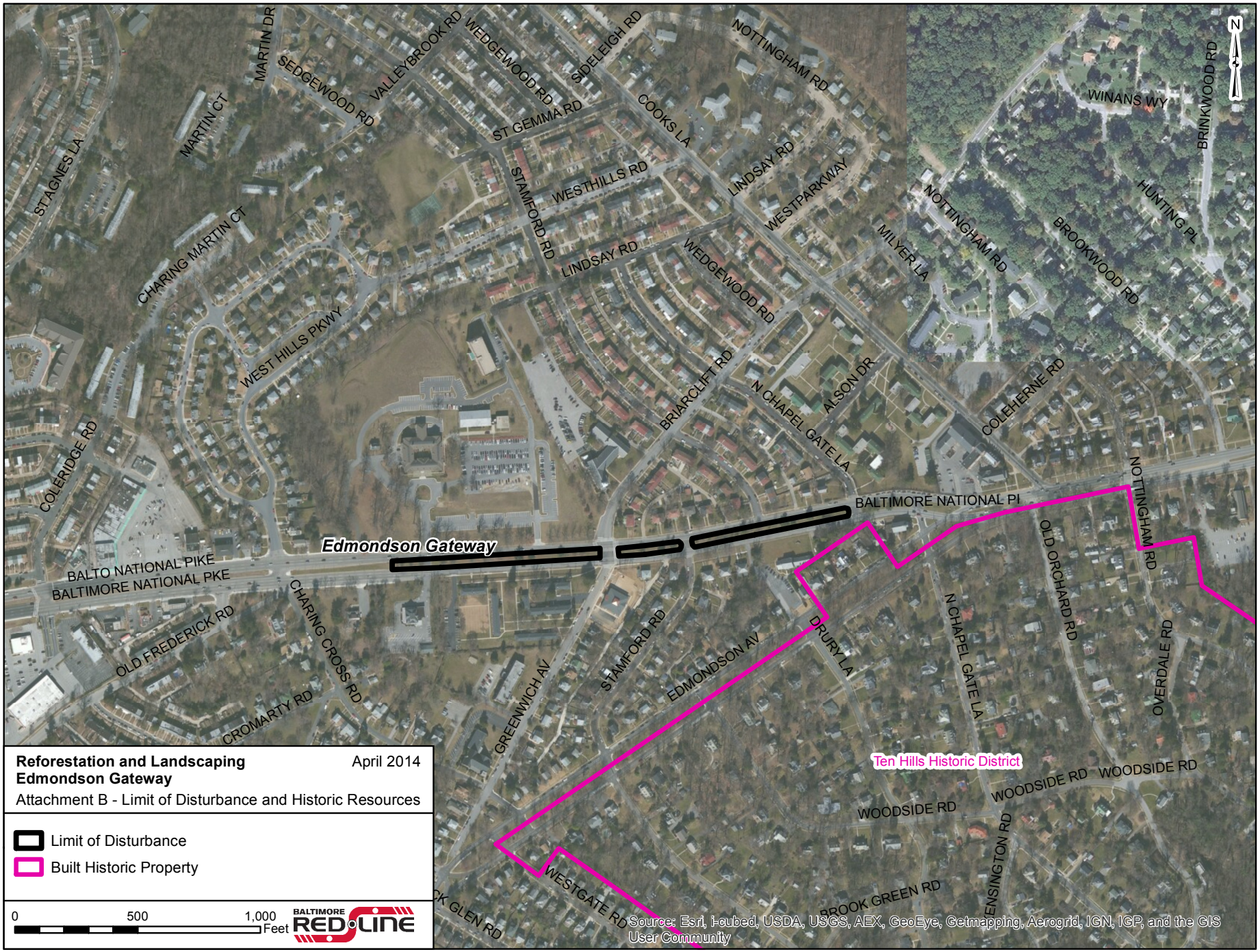
Edmondson Gateway Attachments



Reforestation and Landscaping April 2014

Edmondson Gateway

Attachment A - Site Location Map



Reforestation and Landscaping
Edmondson Gateway

April 2014

Attachment B - Limit of Disturbance and Historic Resources

Limit of Disturbance

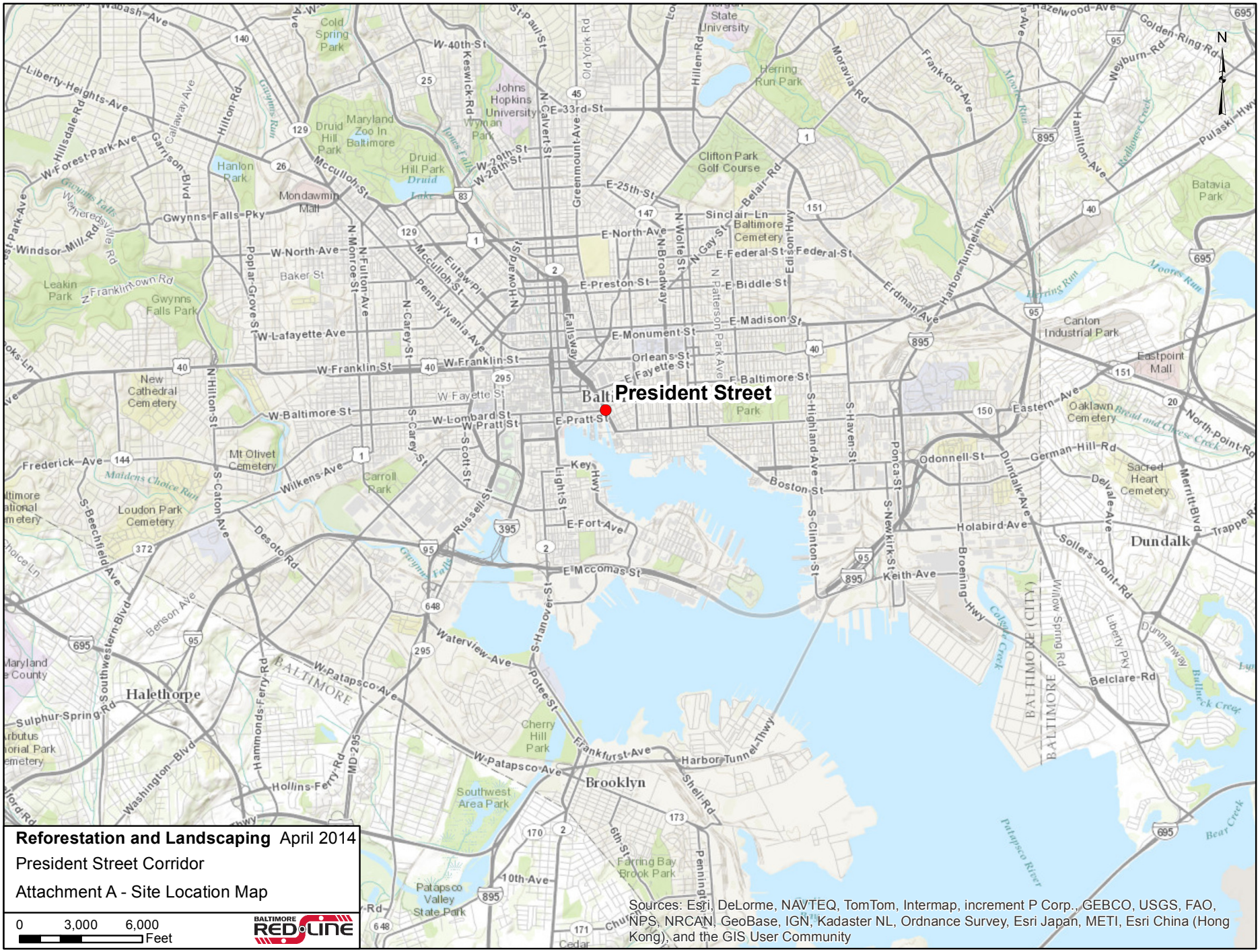
Built Historic Property

Attachment C: Photographs

Photo #1: View south at the rear of residences of the **Ten Hills Historic District** (B-5124)

Photo #2: View southeast at the rear of residences of the **Ten Hills Historic District**

President Street Corridor Attachments



Reforestation and Landscaping April 2014

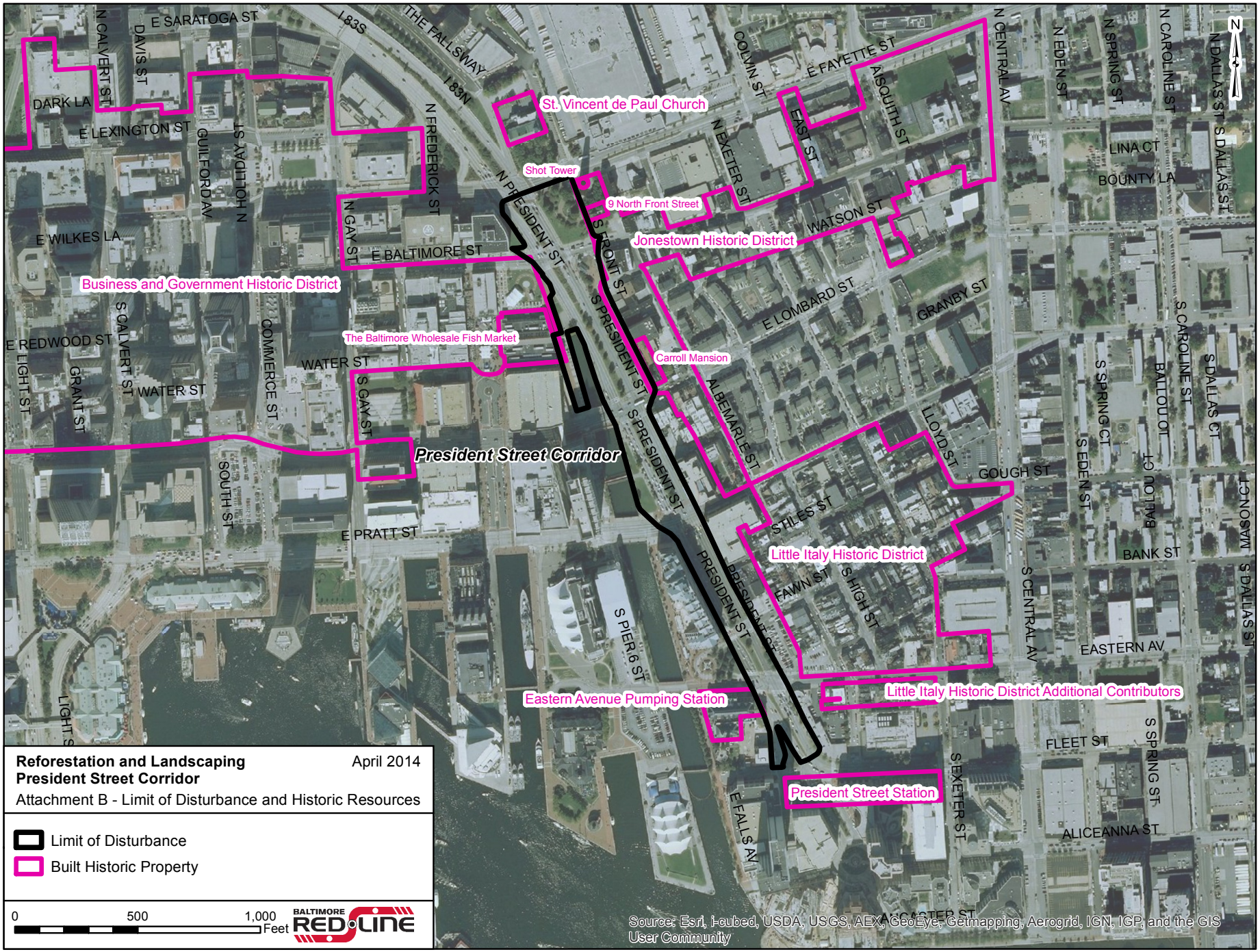
President Street Corridor

Attachment A - Site Location Map

0 3,000 6,000 Feet

BALTIMORE RED LINE

Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community



Reforestation and Landscaping
President Street Corridor
April 2014
Attachment B - Limit of Disturbance and Historic Resources

Limit of Disturbance
Built Historic Property

0 500 1,000 Feet

BALTIMORE RED LINE

Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Photo #1: View northwest toward **St. Vincent de Paul Church** (B-0061E)

Photo #2: View north from the northern end of Shot Tower Park toward E. Fayette Street and **St. Vincent de Paul Church**

Photo #3: View east toward the **Shot Tower** (B-0016) and the **Jonestown Historic District** (B-2784)

Photo #4: View north toward the **Shot Tower** and the **Jonestown Historic District** with a planting site in the foreground

Photo #5: View east toward **9 North Front Street** (B-3716E) and the **Jonestown Historic District** (image from Wikipedia.com)

Photo #6: View south to the north elevation of **9 North Front Street** and the **Jonestown Historic District** with a planting site in the background

Photo #7: View southeast toward the Metro Shot Tower Station (SB) planting site at E. Baltimore Street; the **Jonestown Historic District** is visible to the east

Photo #8: View southwest toward a planting site, the **Business and Government Historic District** (B-3935), and the **Baltimore Wholesale Fish Market** (B-18)

Photo #9: View southwest toward a street median planting site between E. Baltimore and E. Lombard Streets; the **Business and Government Historic District** and the **Baltimore Wholesale Fish Market**, are to the west

Photo #10: View northwest at sidewalk planting sites on the west side of Jones Falls between E. Baltimore and E. Lombard Streets; the **Baltimore Wholesale Fish Market** and Business **and Government Historic District** are in the background

Photo #11: View northeast at the **Jonestown Historic District** with the **Carroll Museum/Carroll Mansion** (B-0002), also a part of the district, in the foreground

Photo #12: View north from E. Lombard Street at the S. Front Street planting site; the **Jonestown Historic District** is visible to the east

Photo #13: View northeast with a sidewalk planting site in the foreground and toward a street median planting site and E. Lombard Street; **Carroll Museum/Carroll Mansion** and **Jonestown Historic District** are visible in the background

Photo #14: View north toward street median and sidewalk planting sites to the west and **Little Italy Historic District** (B-5121) to the east

Photo #15: View southwest toward a street median planting site and the **Eastern Avenue Pumping Station** (B-1047)

Photo #16: View northwest between Eastern Avenue and Fleet Street toward a sidewalk planting area; the **Eastern Avenue Pumping Station** is visible in the background

Photo #17: View southeast at the **President Street Station** (B-3741)

Photo #18: View southwest toward the **President Street Station** from a sidewalk planting area