



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
Beverly K. Swaim-Staley, Secretary • Ralign T. Wells, Administrator

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **Addendum No. 2**
Contract No.: T-1297
Ancillary Repairs, Maintenance & Minor Construction –
(Systems and Associated Equipment)

DATE: August 23, 2011

Enclosed and effective this date is Addendum No. 2 to the subject Contract. This addendum includes the MTA's official response to inquiries received and were deemed relative to clarifying specific areas of the "special provisions and sample task". This addendum also changes the Bid Opening Date scheduled for August 24, 2011 to August 29, 2011.

A copy of this addendum may be downloaded from the MTA web site (www.mta.maryland.gov). The Bidder shall acknowledge receipt of this Addendum by completing and returning this form with the bid package.

All other terms and conditions remain unchanged.

Sincerely,

Gary R. Lockett, Procurement Officer
Construction/Installation & Professional Services Section

Acknowledgement of receipt of ADDENDUM # 2 to Solicitation #T-1297

Vendor Name: _____

Authorized Representative's Signature

Date

QUESTIONS RECEIVED FROM BIDDERS

Question 1: On Drawings #ST-01 sheet 9 and #ST-02 sheet 10 show the poles and base plate "by others", please confirm whether this statement is correct.

MTA Response: The poles and base plates are to be procured and installed under this task in this contract.

Question 2: Provide clarification whether or not the total funding for this ancillary is for \$3 million or \$6 million dollars.

MTA Response: As stated in Addendum No. 1, under the "Special Provisions", section 1.02B.1. Basis of Award, the MTA has budgeted approximately a value of not to exceed \$3 million dollars for this solicitation and anticipates multiple awards from this IFB.

Question 3: If this is a \$3M/\$6M contract and the bidder submits (for example), 5% DBE content and never wins another task other than the first one, has he met the goal?

MTA Response: Yes, the goal would have been met for that specific task only. However, all interested bidders are advised to carefully review Addendum No. 1, under the Special Provisions section 1.02.C for clarification of the expectations on meeting the overall DBE goal.

Question 4: Provide clarification of the number of contracts to be awarded and value of ancillary \$3M or \$6M.

MTA Response: See response to Question 2 above.



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Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
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TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **Addendum No. 1**
Contract No.: T-1297
Ancillary Repairs, Maintenance & Minor Construction –
(Systems and Associated Equipment)

DATE: July 22, 2011

Enclosed and effective this date is Addendum No. 1 to the subject Contract. This change (does not) delay the Bid Opening Date scheduled for August 24, 2011.

A conformed copy of the revised specifications may be downloaded from the MTA web site (www.mta.maryland.gov). A list of the changes made to this contract is attached to this Addendum.

The Bidder shall acknowledge receipt of this Addendum by completing and returning this form with the bid package.

All other terms and conditions remain unchanged.

Sincerely,

for Gary R. Lockett, Procurement Officer
Construction/Installation & Professional Services Section

Acknowledgement of receipt of ADDENDUM # 1 to Solicitation #T-1297

Vendor Name: _____

Authorized Representative's Signature

Date

<u>ADDENDUM NO.:</u>	<u>1</u>
<u>DATE:</u>	<u>07/22/11</u>
<u>CONTRACT NO.:</u>	<u>T-1297</u>

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of Ancillary Repairs, Maintenance & Minor Construction - Systems and Associated Equipment, Contract No.: T-1297

Addendum

<u>Item No.</u>	<u>Page</u>	<u>Modification</u>
<u>I. CONTRACT SPECIFICATIONS</u>		
1	TOC 1-3	Table of Contents – replace in its entirety Pg. 2 – Revised page number for Summary of Work Pg. 3 – Revised title for Appendix D - Sample Task Order Specification
2	SP 1-11	Special Provisions – Summary of Work - replace in its entirety. Deleted pg. 12
3	APPENDIX B	Appendix B, Federal Labor Wage Rates Insert into Specifications (Wages not included in original documents)
4	APPENDIX D, pg. ST-1	Appendix D, replace pg. 1 only Revised title

Enclosures

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CONTRACT NO. T-1297

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**SUMMARY OF WORK
SECTION 01000**

- 1.01 GENERAL:** The work shall be performed in accordance with the following documents:
- A. General Provisions for Construction Contracts, October, 2001, issued by the State of Maryland Department of Transportation; Supplementary General Provisions and Special Provisions contained herein, issued by the Maryland Transit Administration of the State of Maryland, Department of Transportation, all contained in the Contract Specifications Book.
 - B. These Specifications, the Notice to Contractors, and the various forms, exhibits and appendices, all as contained in the Contract Specifications Book.
 - C. In the event of any discrepancy between the General Provisions, Supplementary General Provisions and/or Special Provisions, the following shall prevail:
 - 1. Special Provisions shall prevail over Supplementary General Provisions and General Provisions.
 - 2. Supplementary General Provisions shall prevail over General Provisions

1.02 CONTRACT DESCRIPTION, BASIS OF AWARD, PROSECUTION, AND LIQUIDATED DAMAGES

A. Contract Description:

The work to be performed under this contract includes the furnishing of services necessary for the accomplishment of miscellaneous minor construction, repairs, and maintenance work for the Administration's Facilities located throughout the State. Work may include repairs, maintenance, additions and modifications to existing control and communications systems including, but not necessarily limited to fiber optic carrier, digital networks, digital data, voice and video communications, video surveillance systems, public address, variable message signs, and safety control systems. The work may include only systems installation work in accordance with supplied drawings and specifications.

B. Basis of Award

- 1. MTA intends to award multiple contracts (up to four contracts) from this solicitation to the responsible Bidders with the lowest responsive bid based on the cost of the sample task provided in this solicitation. The contractor submitting the lowest bid will be awarded that task. The lowest bid amount for the sample tasks does not represent the actual amount for which the contract will be awarded. The prospective responsible low bidder will be advised of the actual "not to exceed" contract amount prior to contract execution and will be awarded that contract amount. Based on the current program, the MTA has budgeted approximately **a value Not To Exceed \$3,000,000.00** for this solicitation and anticipates multiple awards from this IFB.

2. The MTA does not imply or guarantee that the Contractor will receive either the "*Grand Total*", price bid, or the "*Amount Budgeted*" during the life of this Contract. The Contractor will only be compensated for the actual work, satisfactorily completed and accepted, on a Task-by-Task and Item by Item basis, as required by the MTA and in accordance with the General Provisions, Supplementary General Provisions and the Special Provisions of this Contract.

C. Prosecution:

MTA reserves the right to solicit bids for tasks otherwise referred to as Orders for Services (OFS) from all successful bidders during the prosecution of the contract and award the OFS to the most favorable proposal. A separate OFS for each specific project will be initiated for each task required to be performed under the contracts. After award, when work is required, the MTA will contact the list of contractors to solicit a bid for the required task. Each solicitation for a specific task will have a requirement for DBE participation. Each Contractor solicited will be required to submit a DBE plan.

Contractors submitting a DBE Plan must adhere to and follow the instructions, procedures, and forms submission requirements outlined below (items 1-13).

1. MTA reserves the right to solicit bids for tasks otherwise referred to as Orders for Services (OFS) or task orders from all successful bidders during the prosecution of the contract and award the OFS to the most favorable proposal. A separate OFS for each specific project will be initiated for each task required to be performed under the contracts. After award, when work is required, the MTA will contact the list of contractors to request bids for the required task. Each solicitation for task will have a requirement for DBE participation. Each Contractor who chooses to bid will be required to submit a DBE plan.
2. **Required DBE Forms for the Sample Task:** All bidders are required to submit **MDOT/DBE Form A** Federally-Funded Contracts (Bids Only) Certified DBE Utilization and Fair Solicitation Affidavit and **MDOT/DBE Form B** Federally-Funded Contracts (Bids Only) DBE Participation Schedule, with their initial bid in response to this IFB. Form A commits the Contractor to attempting to achieve the DBE goal established for this procurement over the term of the Contract. Form B identifies the specific certified DBE firms who will be relied upon for subcontractable work for the sample task ONLY. Once Forms A and B have been reviewed and approved by the MTA Office of Fair Practice (OFP) for compliance with certification requirements, the contractor will be notified and the following forms shall be submitted:
 - a. **MDOT/DBE Form C** Federally-Funded Contracts (Bids Only) Outreach Efforts Compliance Statement and
 - b. **MDOT/DBE Form D** Federally-Funded Contracts (Bids Only) Subcontractor Project Participation Affidavit
3. **Required DBE Forms for the Subsequent OFS:** When bidding on subsequent OFS, Contractors are required to submit MDOT/DBE Form B, Form C, and Form D with their bid. Tasks will be awarded to the lowest responsive and responsible bidder. Failure to submit all three

DBE forms with each bid for an OFS at the time of bid may result in the Contractor's bid being deemed nonresponsive. If a Contractor does not intend to obtain any DBE participation for a particular task (0% DBE), the Contractor must submit written correspondence to the issuer of the request for OFS explaining why 0% achievement is appropriate and identifying specifically what steps they took to determine that 0% was appropriate. The Contractor must also submit Forms B, C, and D even if they intend to bid 0% DBE participation.

4. The initial DBE goal is an overall goal for the entire contract and should not be construed as the same goal for each OFS; however, Contractors are responsible for maximizing DBE opportunities for each OFS. **A bid for a task not including DBE Forms B, C, and D will not be accepted.**
5. The apparent low bidders for each task issued must provide a schedule of values for their lump sum bids. The schedule of values is a breakdown of the cost of the bid.
6. The time for duration of this Contract will commence on the date of the Notice to Proceed. The Contractor shall commence work on receipt of the first OFS and prosecute said work diligently and complete the entire work specified in each OFS received within the time indicated therein.
7. The Contractor is required to respond to all service calls from authorized MTA personnel within twenty-four (24) hours.
8. The time for completion in each OFS shall include final clean up. The duration of this Contract shall be for three (3) years after date of the Notice to Proceed.
9. Payment for materials purchased under the Contract shall be the sum of
 - a. Actual cost incurred, i.e., submittal of an approved paid invoice, plus
 - b. A single charge, regardless of tier, for material handling not to exceed ten percent (10%) on each invoice.
10. When the Administration directs that a particular sub-contractor is to be used, payment shall be based on the sum of:
 - a. Actual costs incurred, i.e., submittal of an approved detailed invoice from the particular subcontractor.
 - b. A single administrative charge, regardless of tier, not to exceed ten percent (10%) on each invoice.
11. When the Contractor uses a sub-contractor which has not been specifically directed to be used by the Administration, payment shall be based on the sum of:
 - a. Actual costs incurred, i.e., submittal of an approved detailed invoice from the particular subcontractor.
 - b. A single administrative charge, regardless of tier, not to exceed five percent (5%) on each invoice.

12. The Contractor shall submit for each OFS, a monthly Progress Payment Request for the services actually performed during the period according to the schedule of values identified within the approved OFS.
13. Verification of Man-Hours, Materials, and Equipment costs.
 - a. To support payment for the work performed, the Progress Payment Request submitted therefore shall contain a Certification by the Contractor that the man-hours, materials and equipment costs indicated thereon were the actual number of man-hours expended and material and equipment costs for the specific order for which the Progress Payment is submitted.
 - b. Upon the completion of each order, the Engineer shall have the right to examine the Contractor's records for the purpose of verifying the number of direct man-hours, material cost and equipment utilized in the performance of the work.
 - c. Any discrepancies found shall be reclaimable pursuant to GP-7.26, Cost and Price Certifications of the General Provisions.

D. Liquidated Damages:

1. Liquidated damages shall be assessed against the Contractor for any OFS the Engineer determines that the work involved is of such a nature that the Administration would suffer real and substantial damage if the work were not completed within the stated time frame.
2. If the Engineer does so determine, he shall complete Part (e) of the OFS, with liquidated damages specified at a rate not to exceed \$200.00 per calendar day.
3. If liquidated damages are so specified, and the Contractor fails to complete the work within the time indicated, then under the provisions of GP-8.09, Liquidated Damages, of the General Provisions, the Contractor shall pay to the Administration the sum so specified for each calendar day of delay in completing the work.

1.03 INSURANCE AND INDEMNIFICATION

See Table of Contents for "Insurance Requirements".

1.04 ORDERING

- A. Services or supplies to be furnished under this Contract shall be ordered by the issuance of an OFS by the Engineer or his designated representative. Each OFS will bear a unique number.
- B. Each OFS issued is subject to the terms and conditions of this Contract. This Contract shall control in the event of conflict with any such order.
- C. The manner of preparation and execution of the OFS by the Engineer and the Contractors will be as follows:

1. The Engineer or his designated representative shall complete the OFS request form.
2. The Engineer or his designated representative will transmit this form to the Contractors by letter, attaching all pertinent Drawings and Specifications.
3. The Contractors shall provide a bid with cost and schedule to include the following:
 - (a) Complete breakdown of hours by craft.
 - (b) Cost estimate quotations will be obtained from suppliers for all materials required to complete the ordered work and attached to the OFS form.
 - (c) List all equipment required to perform the ordered work and the applicable rates for that equipment.
 - (d) Proposed duration and schedule of work in line with any restrictions regarding work during non-revenue hours or other restrictions as identified in the OFS.
 - (e) If the Administration directs that a specific subcontractor be used, the cost of the subcontract must be included.
 - (f) DBE Plan as required by SP 1.02 (C).
4. The Contractors shall return the signed bid to the Engineer or his designated representative within ten (10) working days of receipt.
5. The Engineer or his designated representative will review each Contractors bid.
6. Once the task is awarded, the Contractor will proceed with the work in accordance with the approved OFS.
7. Upon completion and final inspection of the work on or before the predetermined cut-off date, the Contractor will submit an invoice for the work, not to exceed the total amount of the approved OFS.
8. In the event that the Contractor encounters any conditions and/or situations which may result in changes to the scope and/or cost of the OFS, the Contractor will:
 - (a) Immediately notify the Engineer or his designated representative.
 - (b) Provide any data or documentation necessary to fully identify the situation and condition.
 - (c) Do not proceed with work beyond the scope and do not incur expenses above the ceiling price of the approved OFS until directed to do so by the Engineer or his designated representative.

9. If necessary, the OFS will be modified appropriately, or a second order will be issued.
10. Failure to promptly notify the Engineer or his designated representative of any changed conditions and situations may result in a denial of any additional cost claimed by the Contractor.

1.05 INSPECTION AND ACCEPTANCE

The place of final inspection and acceptance for the services called for shall be the place of performance of an OFS.

1.06 SPECIFICATIONS AND DRAWINGS

Specifications and drawings will be furnished without charge to the Contractor as required by the issuance of an OFS.

1.07 WORK TO BE PERFORMED BY THE CONTRACTOR

- A. The Contractor shall execute on the site, with his own organization, work equivalent to at least **twenty-five percent (25%)** of the total amount of the specific task price. The cost of work performed by skilled and unskilled labor carried on the Contractor's own payroll, together with the cost of materials installed, may be included in the above percentages.
- B. If, during the progress of the work, the Contractor requests a reduction in such percentages; and the Engineer determines that it would be to the Administration's advantage, the percentage of the work required to be performed by the Contractor may be reduced; provided, written approval of such reduction is obtained by the contractor from the Engineer or his designated representative prior to the beginning of work of an OFS.

1.08 AUTHORIZED REPRESENTATIVE OF THE ADMINISTRATION

- A. The work will be conducted under the general direction of the Engineer. The Engineer is authorized to undertake the following actions:
 1. Inspection of the work for compliance with the Contract.
 2. Issuance of orders to stop and/or resume work where such orders are authorized by the Contract (excluding suspension of work under GP-8.07, Suspension of Work, of the General Provisions).
 3. Negotiation with the Contractor as to adjustment of OFS price and/or time and recommendation of acceptance or rejection of negotiation results.
 4. Preparation of the Administration estimate for OFS modifications.
 5. Modification of the Contract and Order for Services in accordance with GP-4.06, Changes, of the General Provisions, in each instance not to exceed the dollar amount authorized by the Engineer or his designated representative by separate correspondence, including the preparation of

and furnishing to the Contractor sketches and clarification within the limitation.

6. Preparation and signing of payment estimates. (In those cases releasing retained percentage or remitting liquidated damages, the Engineer will make his recommendations thereon in writing to the Procurement Officer.)
 7. Approval of the Contractor's shop drawings, working drawings, materials, equipment and operations and storage areas.
 8. Approval of the Contractor's progress schedule.
 9. Approval of Subcontractors and Vendors.
 10. Direct and approve the Contractor's purchase of specialized equipment necessary for completion of the contractual work.
 11. Issue Orders for Service within the limits authorized by the Procurement Officer.
- B. The presence or absence of the Engineer or his inspectors will not relieve the Contractor from the requirements of the Contract.
- C. Upon failure of the Contractor to comply with any of the requirements of the Contract Drawings, Specifications, or other contract documents, the Engineer may stop any operation of the Contractor affected by such failure until the failure is corrected. Time lost during such work stoppage will be regarded as contract time for which no extension will be granted and no increase in cost to the Contractor caused by the stoppage shall be subject to claim against the Administration.
- D. The authorized representatives of public and private utilities, and other agencies, have the right to inspect their facilities, communicating through that Engineer as follows:
1. Inspection or supervision of work by utility forces and utility's Contractors.
 2. Inspection of work by Administration Contractors on, or adjacent to, utility facilities.
 3. Access to the site of construction and the right to inspect all project works by the US Government.
- E. In the event that the Contractor's work endangers utility property or facilities, the utility's representative shall immediately inform the Engineer of the impending hazard. When time does not permit this action, the utility representative is authorized to stop such work until the Engineer is present, or until safety of the utility property is ensured. Any such stop order is to be delivered to the Contractor's representative in writing (any handwritten note with date, time and inspector's signature is acceptable), and the Contractor shall report in writing and explain the stop order to the Engineer at the earliest opportunity.

- F. Highway and roadway facilities, which may be affected by the Administration's rail facilities construction are considered for the purpose herein as utility facilities.

1.09 SUBCONTRACTS

- A. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by trade.
- B. The Contractor shall not enter into subcontracts totaling in amount more than the percentage of the total contract price permissible under the requirements of Article 1.07 of the Special Provisions, "Work to be performed by the Contractor", without written permission from the Engineer.
- C. Before entering into any subcontracts, the Contractor shall submit a written statement to the Engineer or his designated representative giving the name and address of the proposed subcontractor, the portion of the work and material which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources to perform the work in accordance with the terms and conditions of the Contract.
- D. The Engineer or his designated representative will notify the Contractor, within ten (10) days, if the proposed subcontractor is qualified. If the determination is to the contrary; however, the Engineer or his representative will, within ten (10) days, notify the Contractor who may thereupon submit the name of another proposed subcontractor, unless he decides to do the work himself.
- E. The Engineer's approval of the subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities. The Contractor shall be solely responsible to the Administration for the acts of defaults of his subcontractors and of such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent and employees of the Contractor to the extent of his subcontractor. The Contractor shall be responsible for the coordination of the work of the trades, subcontractors and material.
- F. No subcontractor shall be permitted to perform work at the site until the subcontractor is authorized by the Engineer.
- G. The Contractor shall promptly, upon request, file with the Engineer a conformed copy of the subcontract, with the price and terms of payment deleted.
- H. The Administration reserves the right to specifically designate specialized contractors to be utilized in such portions of the contract work that requires a high degree of specialization. Such areas of specialized work will be determined by the Administration.

1.10 PAYMENTS

- A. This Article augments GP-9.02 and SGP-9.02, Force Account Work of the General Provisions and Supplementary General Provisions. Progress payment equal to the value of work performed may be made monthly on estimates.

approved by the Engineer as set forth in this Article. Upon payment therefore, title to the property shall rest in the Administration. The Contractor shall notify the Administration when all work is complete. Final payment will be made after final acceptance.

- B. The Contractor shall submit for each OFS, a monthly Progress Payment Request for the services actually performed during the period.

1.11 VERIFICATION OF MAN-HOURS, MATERIALS, AND EQUIPMENT COSTS

- A. To support payment for the work performed, the Progress Payment Request submitted therefore shall contain a Certification by the Contractor that the man-hours, materials and equipment costs indicated thereon were the actual number of man-hours expended and material and equipment costs for the specific order for which the Progress Payment is submitted.
- B. Upon the completion of each order, the Engineer shall have the right to examine the Contractor's records for the purpose of verifying the number of direct man-hours, material cost and equipment utilized in the performance of the work.
- C. Any discrepancies found shall be reclaimable pursuant to GP-7.26 of the General Provisions.

1.12 LIMITATION OF FUNDS

- A. It is estimated that the total costs to the Administration for the performance of this Contract will not exceed the Total Estimated Price as set forth in SP 1.02(B)(1) and the Contractor agrees to use his best efforts to perform the work specified and all obligations under this Contract within the Total Estimated Price.
- B. If at any time the Contractor has reason to believe that the costs which it expects to incur in the performance of this Contract in the next succeeding thirty (30) days, when added to all other payments and prices previously accrued, will exceed eighty-five percent (85%) of the Total Estimated Price as set forth in SP 1.02(B)(1), the Contractor shall notify the Engineer to that effect, giving his revised estimate of the total price to the Administration for the performance of this Contract, together with supporting reasons and documentation.
- C. It is estimated that the total cost to the Administration for the performance of each OFS will not exceed the ceiling price set forth in the OFS Form, and the Contractor agrees to use his best efforts to perform the work specified in the OFS and all obligations under this Contract within such ceiling price set forth in the OFS.

1.13 INDEFINITE QUANTITY

- A. This is an indefinite quantity Contract for supplies and services for the period specified. Delivery or performance shall be made only as authorized by orders issued in accordance with SP 1.04, Ordering.
- B. The Contractor shall furnish to the Administration the categories and hours or labor set forth in each order.

- C. Orders issued during the effective period of this Contractor and not completed within that time shall be completed by the Contractor within the time specified in the order, and the rights and obligations of the Contractor within the administration respecting those orders shall be governed by the terms of the Contract to the same extent as if completed during the effective period of the Contract.
- D. The Administration may issue orders which provide for performance at multiple destinations.

1.14 SPECIAL REQUIREMENTS

- A. No change shall be made to the OFS which shall cause an increase in the price or of the time required for the performance of any part of the work under this Contract except as made by the Engineer or his designated representative in writing.
- B. The Administration's personnel, or such other designated persons or entities, will monitor the work and services furnished hereunder and act as the authorized representative of the Engineer.
- C. For the purpose of the Contract, direct labor rates shall consist of certified payroll payments plus fringe benefits for one (1) hour of work. Man-hour rates include job office overhead, small tools, G&A, insurance, supervision, taxes, and profit.

1.15 PERIOD OF PERFORMANCE

The Administration will place orders in accordance with Article 1.04, Ordering, for the services required during the period of the Contract.

1.16 PERFORMANCE & PAYMENT BONDS

A performance and payment bond is required for all construction contracts in excess of \$100,000. This contract is a task order contract and the performance bond must be equal to 100% of the bid price on each individual task. When submitting a bid for the sample task in response to this IFB, all bidders must submit with their bid evidence of a performance bond in an amount sufficient to cover the bid for the sample task. Throughout the term of the Contract, as Contractors are bidding on new task orders, Contractors will be required to provide evidence of a performance bond in an amount sufficient to cover their bid for any subsequent task order.

The payment bond shall be in an amount equal to fifty percent (50%) of the bid price on each individual task awarded. This applies to both the sample task as well as any subsequent task orders.

1.17 CONTRACTOR'S AUTHORIZED REPRESENTATIVE

- A. 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 representative shall be authorized to receive and execute instructions from the Engineer. The Contractor's representative shall supervise and direct the construction. Such representative will not be required to be on the

site of work at all times but shall be available when required by either the Engineer or requirements of the work.

- B. If the performance of the Contractor's authorized representative is not satisfactory to the Engineer, he shall be replaced by the Contractor within ten (10) days following notification.
- C. No separate payment will be made for the Contractor's authorized representative. The costs thereof will be covered by inclusion in the unit price schedule for all trades involved.

FEDERAL WAGE RATES

This Appendix contains the minimum wage rates to be paid for workers employed under this Contract on the jobsites in accordance with the supplementary General Provisions and the Wage Rate Decisions as defined below.

1. Wage rates - Decision No. MD100101 shall be used for all work at the Baltimore County sites as described in the Contract documents.
2. Wage rates - Decision No. MD100105 shall be used for all work at the Baltimore City sites as described in the Contract documents.

General Decision Number: MD100101 05/27/2011 MD101

State: Maryland

Construction Type: Heavy

County: Baltimore County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	08/13/2010
1	08/20/2010
2	09/03/2010
3	11/05/2010
4	12/03/2010
5	05/27/2011

CARP0101-014 04/01/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.09	9.90

CARP0101-015 04/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 27.06	10.15

CARP0101-016 04/01/2009

	Rates	Fringes
PILEDRIVERMAN.....	\$ 24.09	9.90

ELEC0024-002 05/30/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 34.10	5.25%+12.95

ENGI0037-023 10/01/2009

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 23.95	11.05+a
OPERATOR: Bobcat/Skid Loader....	\$ 23.05	11.05+a
OPERATOR: Bulldozer.....	\$ 23.95	11.05+a
OPERATOR: Drill.....	\$ 23.95	11.05+a
OPERATOR: Gradall.....	\$ 24.95	11.05+a
OPERATOR: Grader/Blade.....	\$ 24.95	11.05+a
OPERATOR: Mechanic.....	\$ 23.95	11.05+a
OPERATOR: Paver.....	\$ 23.05	11.05+a
OPERATOR: Piledriver.....	\$ 24.95	11.05+a
OPERATOR: Roller.....	\$ 23.05	11.05+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day and Christmas Day.

IRON0016-013 04/01/2010

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 26.38	16.25

LABO0710-002 04/01/2010

	Rates	Fringes
LABORER: Landscape.....	\$ 15.45	5.41
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.61	5.41

PAIN0051-021 06/01/2010

	Rates	Fringes
PAINTER (Steel).....	\$ 31.32	7.86
PAINTER: Brush, Roller, and Spray.....	\$ 24.64	7.86

* PLUM0486-015 05/01/2011

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.585	15.43

SUMD2010-066 07/08/2010

	Rates	Fringes
BRICKLAYER.....	\$ 18.70	0.00
CARPENTER, Excludes Form Work....	\$ 19.00	2.52
CEMENT MASON/CONCRETE FINISHER...	\$ 19.31	4.06
LABORER: Common or General.....	\$ 12.09	0.00
LABORER: Flagger.....	\$ 15.71	8.58
LABORER: Grade Checker.....	\$ 14.62	3.08
LABORER: Mason Tender - Brick...	\$ 15.93	7.83
LABORER: Pipelayer.....	\$ 15.35	0.00
OPERATOR: Crane.....	\$ 22.00	8.85
OPERATOR: Excavator.....	\$ 22.80	0.00
OPERATOR: Loader.....	\$ 16.96	0.00
OPERATOR: Trackhoe.....	\$ 20.47	10.20
TRUCK DRIVER: Dump Truck.....	\$ 13.55	0.00

TEAM0311-006 06/01/2010

	Rates	Fringes
TRUCK DRIVER: Lowboy Truck.....	\$ 26.66	7.00+a+b+c

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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: \$864 per month

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 (29 CFR 5.5(a)(1)(ii)).

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

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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.

END OF GENERAL DECISION

General Decision Number: MD100105 05/27/2011 MD105

State: Maryland

Construction Type: Heavy

County: Baltimore City County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	08/13/2010
1	08/20/2010
2	09/03/2010
3	11/05/2010
4	12/03/2010
5	05/27/2011

CARP0101-014 04/01/2009

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.09	9.90

CARP0101-015 04/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 27.06	10.15

CARP0101-016 04/01/2009

	Rates	Fringes
PILEDRIVERMAN.....	\$ 24.09	9.90

ELEC0024-002 05/30/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 34.10	5.25%+12.95

ENGI0037-024 10/01/2009

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 23.95	11.05+a
OPERATOR: Bobcat/Skid Loader....	\$ 23.05	11.05+a
OPERATOR: Bulldozer.....	\$ 23.95	11.05+a
OPERATOR: Drill.....	\$ 23.95	11.05+a
OPERATOR: Excavator		
120,000 lbs. and Under.....	\$ 23.95	11.05+a
Long and Ultra High Reach		
Excavators; Excavators		
Over 120,000 lbs.....	\$ 24.95	11.05+a
Mini-Excavators.....	\$ 23.05	11.05+a
OPERATOR: Gradall.....	\$ 24.95	11.05+a
OPERATOR: Grader/Blade.....	\$ 24.95	11.05+a

OPERATOR: Loader
 Front End Loaders 1 1/4
 yards and over.....\$ 23.95 11.05+a
 Front End Loaders 1 Yard
 and Under.....\$ 23.05 11.05+a
 OPERATOR: Mechanic.....\$ 23.95 11.05+a
 OPERATOR: Paver.....\$ 23.05 11.05+a
 OPERATOR: Piledriver.....\$ 24.95 11.05+a
 OPERATOR: Roller.....\$ 23.05 11.05+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.38	16.25

 LABO0710-006 04/01/2010

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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 06/01/2010

	Rates	Fringes
PAINTER (Steel).....	\$ 31.32	7.86
PAINTER: Brush, Roller, and Spray.....	\$ 24.64	7.86

 PLAS0891-006 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.58

 * PLUM0486-015 05/01/2011

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.585	15.43

 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

TEAM0311-006 06/01/2010

	Rates	Fringes
TRUCK DRIVER: Lowboy Truck.....	\$ 26.66	7.00+a+b+c

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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: \$864 per month

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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

SAMPLE TASK ORDER SPECIFICATIONS**CONVENTION AND BALTIMORE STATION INFRASTRUCTURE UPGRADE****Background**

The Light Rail consists of 34 stations that will be upgraded with a new ADA (PA/LED) Public Address system featuring both audio and visual components. The contract (#1294) to complete this work has been awarded. This includes the system technology components for all 34 stations and the pathway infrastructure for 30 stations.

Due to the complexity of the Central Business Districts (CBD) stations which are situated directly above the CSX tunnels, special design criteria had to be developed and explored.

These (4) four stations that were excluded from Contract #1294 include Convention, Baltimore St., Lexington and Centre St. This design also includes spare pathway infrastructure (i.e. conduits) to support future projects such as the Homeland Security CCTV Projects.

Convention and Baltimore St. are on schedule to install and implement the new CCTV system at those locations. Therefore these two stations are on a critical path to have the infrastructure in place to support both the PA/LED and CCTV projects. In order to expedite the installation of these two stations, the Ancillary Contract method was identified as most efficient way to have this completed on time and on budget to support both projects.

Scope of Work

The work shall consist of furnishing of all labor and material, assembly, delivery, installation of infrastructure at the Light Rail Convention Center and Baltimore Street Stations. The work includes but is not limited to installing new conduit, junction boxes, hand boxes, poles, and structural foundations at the limits of the station. The work will involve premium time and handwork because of unknown subsurface conditions.

The Convention Center station has a critical schedule and should be started as a first priority, with Baltimore St following. Both stations must be complete with 180 days after NTP. Schedules will be confirmed and coordinated prior to construction.

The indicated quantities, distances, sizes and details included in these contract documents and drawings are intended to provide the indication of probable sizes and complexity. The final construction details shall be the responsibility of the