



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-1300
Ancillary Miscellaneous Paving and Parking Area Construction
DATE: October 19, 2011

Enclosed and effective this date is Addendum No. 2 to the subject Contract. This change delays the Bid Opening Date October 20, 2011 to **Wednesday, November 9, 2011, 2:00 p.m., 6 St. Paul Street, Conference Room #731.**

Appendix A of this solicitation lists **drawings for the task** at Rogers Avenue Metro Station. It has come to MTA's attention that these drawings were not made available to contractors. Below are instructions on how to obtain the drawings for the task.

TO OBTAIN THE DRAWINGS: e-mail Vanessa Ashe at vashe@mta.maryland.gov requesting the contract drawings and supplying the following information: the contact person, company name, mailing address, phone # and e-mail address. The drawings (CD) will be mailed to you at no cost. You also have the option of picking up the CD containing the drawings at: 6 Saint Paul Street, Baltimore, MD 21202, Wm Donald Schaefer Bldg., 7th floor.

A conformed copy of the revised specification sections 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,

Vanessa Ashe, Procurement Officer
Professional Services & Construction/Installation Section

Acknowledgement of receipt of ADDENDUM # 2 to Solicitation #T-1300

Vendor Name: _____

Authorized Representative's Signature

Date

<u>ADDENDUM NO:</u>	<u>2</u>
<u>DATE:</u>	<u>10/19/11</u>
<u>CONTRACT NO.:</u>	<u>T-1300</u>

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of Ancillary Miscellaneous Paving and Parking Area Construction, Contract No.: T-1300

<u>Addendum Item No.</u>	<u>Page</u>	<u>Modification</u>
<u>I. CONTRACT SPECIFICATIONS</u>		
1	TOC 1 of 4	Replace page #1 only - Revised page numbering for "Bid Form".
2	NTC 2 of 7	Notice to Contractors - Replace in its entirety Section 4, Bid Due Date & Time – revised bid opening date to November 9, 2011.
	NTC 3 of 7	8. Bid Bond - took out "(3) Cash" and re-numbered. 10. Payment & Performance Bonds – 3 rd paragraph took out "(3) Cash" and re-numbered.
	NTC 7 of 7	19. Use of Bidder's Own Forces – revised percentage from "50%" to "25%".
3	BF 1 of 11	Replace page 1 only – revised bid opening date to November 9, 2011.
4		1.07. A Work To Be Performed By The Contractor – revised percentage from "50%" to "25%".
<u>II. DRAWINGS</u>		
1		Appendix A - List of Contract Drawings – See cover page of Addendum.

Enclosures

**ANCILLARY REPAIRS, MAINTENANCE & MINOR CONSTRUCTION –
ANCILLARY MISCELLANEOUS PAVING AND PARKING AREA
CONSTRUCTION**

CONTRACT NO. T-1300

CONTRACT SPECIFICATIONS BOOK

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**STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
NOTICE TO CONTRACTORS**

**Ancillary Miscellaneous Paving and Parking
Area Construction**

CONTRACT NO.: T-1300

DATE: August 22, 2011

1. DESCRIPTION OF WORK

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 will include but not limited to overall improvements in parking lots, bus loops, bus lanes, bus stops and Light Rail, MARC and Metro Stations. The main activities include but not limited to patching, grinding, milling, resurfacing, overlaying, sealing, striping, widening, removal, reconstruction, demolition, expanding and rehabilitation of Hot Mix Asphalt and Portland Cement Concrete pavement, ADA and drainage corrections. New placement and/or replacement of sidewalk, curb, curb and gutter, wheel stops, drainage inlets, bollards, gates, fences, signs, light poles and any other required work as shown on the plans.

2. PRE-BID MEETING

A Pre-Bid meeting for the purpose of explaining the Project will be held on September 14, 2011 at 10:30 a.m., local time at the Administration Headquarters, 6 St. Paul St., 7th Floor, Conference Rooms 731 – 732, Baltimore, Maryland 21202-1614.

It is strongly suggested that the person(s) responsible for the preparation of bid documents for bidders attend the Pre-Bid Meeting and the site visit. **INSTRUCTIONS CRITICAL TO THE PREPARATION OF THE CONTRACT DOCUMENTS WILL BE PRESENTED AT THE PRE-BID MEETING.**

3. DEADLINE FOR QUESTIONS

Questions regarding the work should be directed in writing to Vanessa Ashe at the Administration Offices or via Internet address vashe@mta.maryland.gov . No facsimile messages will be accepted unless accompanied by telephone notification at (410) 767-3353 Our fax number is (410) 333-4810. Questions directed to this office must be received no later than September 28, 2011 at the close of the business day. No interpretations other than written shall be binding on the Administration.

4. **BID DUE DATE & TIME**

Sealed Bids addressed to the Maryland Transit Administration, Procurement Division, 6 St. Paul Street, 7th Floor, Baltimore, Maryland 21202-1614, and marked "**Bid for Contract No. T-1300 & ANCILLARY MISCELLANEOUS PAVING AND PARKING AREA CONSTRUCTION**", will be received at the above address until but not after 2:00 P.M. local time, **November 9, 2011**. At that time, the Bids will be publicly opened and read aloud at a location at the same address.

Any bids received after the date and time specified shall not be considered.

5. **ELECTRONIC VERSION OF BID DOCUMENTS**

The bid documents will be available by electronic means. The Bidder acknowledges and accepts full responsibility to ensure no changes are made to the bid documents. In the event of a conflict between the version of the bid documents in the bidder's possession and the version maintained by the Procurement Officer, the version maintained by the Procurement Officer shall govern.

6. **AVAILABILITY OF DOCUMENTS**

Specifications may be downloaded from the MTA website located at www.mta.maryland.gov. Bidders will be required to login the first time specifications are downloaded. Bidders must supply accurate information in order to receive notice of all subsequent addenda.

When logging onto the MTA website, click on "Business", then "Procurement", then "Bids/Solicitation". All projects currently advertised will appear in the table on this page. You may then choose to download the specifications.

7. **ADDENDA**

Addenda may be downloaded from the MTA website when available at www.mta.maryland.gov. Bidders are required to acknowledge all addenda by signing a copy of each addendum cover letter and include in their bid package.

Although the MTA endeavors to send out all addenda to this solicitation in a timely manner, it is the responsibility of the contractors to make sure they received all appropriate documents prior to the bid due date.

8. **BID BOND**

Each bid exceeding \$100,000 must be accompanied by a Bid Bond on a form furnished by the Administration in the amount of five percent (5%) of the Bid Price. Performance and Payment Bonds in the amount of the Contract Price will also be required. 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.

9. **ELECTRONIC FUNDS TRANSFER**

On every solicitation for a contract expected to exceed \$200,000, the bidder will be required to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption.

10. **PAYMENT & PERFORMANCE 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.

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.

11. **AWARD(S)**

The Maryland Transit Administration (MTA) intends to award multiple contracts (up to five (5) 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 budget approximately a **[Not To Exceed value of \$10,000,000.00]** for this solicitation and anticipates multiple awards from this IFB.

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 Standard Provisions and Technical Provisions of this Contract.

12. **eMARYLAND MARKETPLACE REGULATIONS**

Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services.

Registration is free and will provide a means for your business to receive e-mail notifications of upcoming contracting opportunities in specified areas of interest and expertise. This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Bidders interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace. For more eMM registration information, visit the website: <http://ebidmarketplace.com>.

13. **DISADVANTAGED BUSINESS ENTERPRISES PROGRAM**

A. **DISADVANTAGED BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE.**

B. The Maryland Transit Administration hereby notifies all bidders that, in regard to any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit Bids in response to this Notice, and will not be subjected to discrimination on the basis of political or religious opinion or affiliation, race color, creed, sex, age or national origin in consideration for an award.

C. It is the goal of the Administration that Disadvantaged Business Enterprises participate in all Contracts. Each Contract will contain goals for Disadvantaged Business Enterprise participation on a contract-to-contract basis. A subcontracting goal of **thirty percent (30 %)** has been established for this procurement. **All bidders must submit with their bid a fully executed copy of the Certified DBE Utilization and Fair Solicitation Affidavit (MDOT DBE Form A) and DBE Participation Schedule (MDOT DBE Form B). If the bidder or offeror fails to submit these completed forms with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. ALL DBE FIRMS MUST BE CERTIFIED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION. NO OTHER CERTIFICATIONS WILL BE ACCEPTED.**

- D. A contractor may count toward its DBE goal sixty percent (60) % of its expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer, and 100 percent of such expenditures to a DBE manufacturer. The DBE credited supplies may not exceed sixty percent (60%) of the entire contract goal.
- E. New versions of Sections 13-103, 13-104 and 14-303 of the State Finance and Procurement Article of the Maryland Code, relating to increased bid/proposal documentation of MBE commitments, are effective as of October 1, 2004. The Contract under this solicitation will be awarded in accordance with these new requirements. As a result, new bid/proposal submission requirements, including certain revised MBE documents, are in effect for this solicitation. These new requirements are set forth elsewhere in this solicitation.
- F. As a result of the revisions to Sections 13-103, 13-104 and 14-303, certain existing portions of the Code of Maryland Regulations (COMAR) relating to post bid/proposal submission of MBE subcontractors are inconsistent with the revised statute. To the extent the provisions of COMAR relating to post bid/proposal identification of MBE subcontractors are inconsistent with the requirements of this solicitation, the requirements of this solicitation shall control the award of a Contract. Questions or concerns regarding the DBE requirements of this solicitation must be raised prior to the opening of bids or receipt of initial proposals
- G. Effective on October 1, 2009, Minority Business Enterprise (MBE) firms may elect to be dually certification as woman-owned businesses and as members of an ethnic or racial category. For purposes of achieving any gender or ethnic/racial MBE participation subgoals in a particular contract, an MBE firm that has dual certification may participate in the contract either as a woman-owned business or as a business owned by a member of a racial or ethnic minority group, **but not both**.

WARNING – PLEASE READ:

- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with the gender category in order to be used to meet the gender subgoal.**
- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with an ethnic/racial category in order to be used to meet the ethnic/racial subgoal.**
- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with both the gender and ethnic/racial categories in order for a contractor to have the option of selecting which of those categories it will use for the firm on a State contract.**

- ◆ **Contractors should designate whether the MBE firm will be used as a woman-owned business or as a business owned by a member of a racial/ethnic group before**

calculating the percentage of MBE participation goals and subgoals they intend to meet.

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

Example:

ABC Corporation, Inc.
123 Corporate Circle
Hanover, MD 21076

Female/African American
00-000

14. AFFIRMATIVE ACTION REQUIREMENTS

Bidders on this Work will be required to comply with MTA Affirmative Action Requirements and all applicable Equal Employment Opportunity Laws and Regulations.

15. FEDERAL FUNDING

Any contract resulting from bids submitted is subject to a Financial Assistance Contract between the Administration and the U.S. Department of Transportation. Federal funds will be used to finance eighty percent (80%) of the cost of this contract.

SUSPENSION AND DEBARMENT CERTIFICATION

All bidders will be required to certify that they are not on the GSA List of Parties Excluded from Procurement and the List of Contractors Suspended or Debarred from Contracting with the State of Maryland.

16. CONTRACTOR'S QUESTIONNAIRE

All Bidders shall complete and submit the Contractor's Questionnaire Pre-Award Evaluation Data Form with the bid package.

17. INSURANCE REQUIREMENTS

The Administration has chosen to provide Workers' Compensation, General Liability, Excess Liability, Builders Risk, Pollution Liability and Railroad Protective coverage on behalf of Contractors and subcontractors working on this project. This approach to project insurance is commonly called a wrap-up or owner controlled insurance program (OCIP). Specific information regarding Liability Insurance Requirements is contained in the Contract Specifications.

Please note that an Insurance Cost Worksheet must be included with each bid package.

18. HIRING AGREEMENT

By submitting a bid or proposal in response to this solicitation, the bidder/offeror agrees to execute and comply with the attached Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified entry level Maryland Temporary Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with subparagraph 13-224, State Finance and Procurement.

19. USE OF BIDDER'S OWN FORCES

The bidder with his own forces shall perform not less than twenty-five percent (25) % of the work at the project site.

20. 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.

21. CANCELLATION OR REJECTION OF BIDS

Notice to Contractors may be canceled in accordance with State Procurement Regulations.

The Administration reserves the right to reject any and all bids and/or waive technical defects if, in its judgment, the interests of the Administration so require.

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
BID FORM
FOR
CONTRACT NO.: T-1300

TO: MARYLAND TRANSIT ADMINISTRATION
ATTN: PROCUREMENT DIVISION
6 SAINT PAUL STREET, 7TH FLOOR
BALTIMORE, MD 21202-1614

BID OPENING DATE:
November 9, 2011
BID OPENING TIME:
2:00 PM

BID OF: _____
(Bidder's Name)

PROJECT 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 will include but not limited to overall improvements in parking lots, bus loops, bus lanes, bus stops and Light Rail, MARC and Metro Stations. The main activities include but not limited to patching, grinding, milling, resurfacing, overlaying, sealing, striping, widening, removal, reconstruction, demolition, expanding and rehabilitation of Hot Mix Asphalt and Portland Cement Concrete pavement, ADA and drainage corrections. New placement and/or replacement of sidewalk, curb, curb and gutter, wheel stops, drainage inlets, bollards, gates, fences, signs, light poles and any other required work.

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to NOTICE TO CONTRACTORS dated _____.
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 fifty (150) 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 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

APPENDIX A

LIST OF CONTRACT DRAWINGS

INDEX OF SHEETS:

SHEET No.	DRAWING No.	DESCRIPTION
1	G-1	TITLE SHEET AND VICINITY MAP
2	G-2	CIVIL ABBREVIATIONS, SYMBOLS AND NOTES
3	G-3	PROJECT CONSTRUCTION NOTES
4	C-1	CONSTRUCTION DETAILS, SHEET 1 OF 3
5	C-2	CONSTRUCTION DETAILS, SHEET 2 OF 3
6	C-3	CONSTRUCTION DETAILS, SHEET 3 OF 3
7	C-4	ROADWAY PLAN – LOT “A”, BUS LOOP AND KISS & RIDE
8	C-5	ROADWAY PLAN – LOT “B”
9	C-6	PAVEMENT MARKING PLAN - LOT “A”, BUS LOOP AND KISS & RIDE
10	C-7	PAVEMENT MARKING PLAN – LOT “B”
11	C-8	SIDEWALK PLAN SHEET 1 OF 2
12	C-9	SIDEWALK PLAN SHEET 2 OF 2
13	MT-1	MAINTENANCE OF TRAFFIC PLAN



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. 1**
Contract No.: T-1300
Ancillary Miscellaneous Paving and Parking Area Construction
DATE: October 12, 2011

Enclosed and effective this date is Addendum No. 1 to the subject Contract. This change delays the Bid Opening Date of October 14, 2011 to **Thursday, October 20, 2011, 2:00 p.m., 6 St. Paul Street, Conference Room #742.**

A conformed copy of the revised specification sections 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,

Vanessa Ashe, Procurement Officer
Professional Services & Construction/Installation Section

Acknowledgement of receipt of ADDENDUM # 1 to Solicitation #T-1300

Vendor Name: _____

Authorized Representative's Signature

Date

<u>ADDENDUM NO.:</u>	<u>1</u>
<u>DATE:</u>	<u>10/12/11</u>
<u>CONTRACT NO.:</u>	<u>T-1300</u>

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of Ancillary Miscellaneous Paving and Parking Area Construction, Contract No.: T-1300

Addendum

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<u>I. CONTRACT SPECIFICATIONS</u>		
1	TOC 1 of 4	Replace page #1 only - Revised page numbering for "Liability Insurance Requirements".
2	NTC 2 of 7	Notice to Contractors - Replace in its entirety Section 8. Bid Bond – See Bolded area " must be accompanied by a Bid Bond on a form furnished by the Administration ".
	NTC 3 of 7	Section 17. Insurance Requirements – language revised.
3	BF 1 of 11	Replace page 1 only – revised bid opening date to October 20, 2011.
4		Liability Insurance Requirements – replace in its entirety.

Enclosures

**ANCILLARY REPAIRS, MAINTENANCE & MINOR CONSTRUCTION –
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MARYLAND TRANSIT ADMINISTRATION
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The bid documents will be available by electronic means. The Bidder acknowledges and accepts full responsibility to ensure no changes are made to the bid documents. In the event of a conflict between the version of the bid documents in the bidder's possession and the version maintained by the Procurement Officer, the version maintained by the Procurement Officer shall govern.

6. **AVAILABILITY OF DOCUMENTS**

Specifications may be downloaded from the MTA website located at www.mta.maryland.gov. Bidders will be required to login the first time specifications are downloaded. Bidders must supply accurate information in order to receive notice of all subsequent addenda.

When logging onto the MTA website, click on "Business", then "Procurement", then "Bids/Solicitation". All projects currently advertised will appear in the table on this page. You may then choose to download the specifications.

7. **ADDENDA**

Addenda may be downloaded from the MTA website when available at www.mta.maryland.gov. Bidders are required to acknowledge all addenda by signing a copy of each addendum cover letter and include in their bid package.

Although the MTA endeavors to send out all addenda to this solicitation in a timely manner, it is the responsibility of the contractors to make sure they received all appropriate documents prior to the bid due date.

8. **BID BOND**

Each bid exceeding \$100,000 must be accompanied by a Bid Bond on a form furnished by the Administration in the amount of five percent (5%) of the Bid Price. Performance and Payment Bonds in the amount of the Contract Price will also be required. 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) cash; (4) another form of security required by State or federal law; or (5) 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.

9. **ELECTRONIC FUNDS TRANSFER**

On every solicitation for a contract expected to exceed \$200,000, the bidder will be required to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption.

10. **PAYMENT & PERFORMANCE 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.

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) cash;~~ (4) another form of security required by State or federal law; or (5) 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.

11. **AWARD(S)**

The Maryland Transit Administration (MTA) intends to award multiple contracts (up to five (5) 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 budget approximately a **[Not To Exceed value of \$10,000,000.00]** for this solicitation and anticipates multiple awards from this IFB.

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 Standard Provisions and Technical Provisions of this Contract.

12. **eMARYLAND MARKETPLACE REGULATIONS**

Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services.

Registration is free and will provide a means for your business to receive e-mail notifications of upcoming contracting opportunities in specified areas of interest and expertise. This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Bidders interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace. For more eMM registration information, visit the website: <http://ebidmarketplace.com>.

13. **DISADVANTAGED BUSINESS ENTERPRISES PROGRAM**

- A. **DISADVANTAGED BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE.**
- B. The Maryland Transit Administration hereby notifies all bidders that, in regard to any Contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit Bids in response to this Notice, and will not be subjected to discrimination on the basis of political or religious opinion or affiliation, race color, creed, sex, age or national origin in consideration for an award.
- C. It is the goal of the Administration that Disadvantaged Business Enterprises participate in all Contracts. Each Contract will contain goals for Disadvantaged Business Enterprise participation on a contract-to-contract basis. A subcontracting goal of **thirty percent (30 %)** has been established for this procurement. **All bidders must submit with their bid a fully executed copy of the Certified DBE Utilization and Fair Solicitation Affidavit (MDOT DBE Form A) and DBE Participation Schedule (MDOT DBE Form B). If the bidder or offeror fails to submit these completed forms with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award. ALL DBE FIRMS MUST BE CERTIFIED BY THE MARYLAND DEPARTMENT OF TRANSPORTATION. NO OTHER**

CERTIFICATIONS WILL BE ACCEPTED.

- D. A contractor may count toward its DBE goal sixty percent (60) % of its expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer, and 100 percent of such expenditures to a DBE manufacturer. The DBE credited supplies may not exceed sixty percent (60%) of the entire contract goal.
- E. New versions of Sections 13-103, 13-104 and 14-303 of the State Finance and Procurement Article of the Maryland Code, relating to increased bid/proposal documentation of MBE commitments, are effective as of October 1, 2004. The Contract under this solicitation will be awarded in accordance with these new requirements. As a result, new bid/proposal submission requirements, including certain revised MBE documents, are in effect for this solicitation. These new requirements are set forth elsewhere in this solicitation.
- F. As a result of the revisions to Sections 13-103, 13-104 and 14-303, certain existing portions of the Code of Maryland Regulations (COMAR) relating to post bid/proposal submission of MBE subcontractors are inconsistent with the revised statute. To the extent the provisions of COMAR relating to post bid/proposal identification of MBE subcontractors are inconsistent with the requirements of this solicitation, the requirements of this solicitation shall control the award of a Contract. Questions or concerns regarding the DBE requirements of this solicitation must be raised prior to the opening of bids or receipt of initial proposals
- G. Effective on October 1, 2009, Minority Business Enterprise (MBE) firms may elect to be dually certification as woman-owned businesses and as members of an ethnic or racial category. For purposes of achieving any gender or ethnic/racial MBE participation subgoals in a particular contract, an MBE firm that has dual certification may participate in the contract either as a woman-owned business or as a business owned by a member of a racial or ethnic minority group, **but not both**.

WARNING – PLEASE READ:

- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with the gender category in order to be used to meet the gender subgoal.**
- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with an ethnic/racial category in order to be used to meet the ethnic/racial subgoal.**
- ◆ **A firm must be listed in the MDOT MBE/DBE Directory with both the gender and ethnic/racial categories in order for a contractor to have the option of selecting which of those categories it will use for the firm on a State contract.**

- ◆ **Contractors should designate whether the MBE firm will**

be used as a woman-owned business or as a business owned by a member of a racial/ethnic group before calculating the percentage of MBE participation goals and subgoals they intend to meet.

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

Example:

ABC Corporation, Inc.
123 Corporate Circle
Hanover, MD 21076

Female/African American

00-000

14. AFFIRMATIVE ACTION REQUIREMENTS

Bidders on this Work will be required to comply with MTA Affirmative Action Requirements and all applicable Equal Employment Opportunity Laws and Regulations.

15. FEDERAL FUNDING

Any contract resulting from bids submitted is subject to a Financial Assistance Contract between the Administration and the U.S. Department of Transportation. Federal funds will be used to finance eighty percent (80%) of the cost of this contract.

SUSPENSION AND DEBARMENT CERTIFICATION

All bidders will be required to certify that they are not on the GSA List of Parties Excluded from Procurement and the List of Contractors Suspended or Debarred from Contracting with the State of Maryland.

16. CONTRACTOR'S QUESTIONNAIRE

All Bidders shall complete and submit the Contractor's Questionnaire Pre-Award Evaluation Data Form with the bid package.

17. INSURANCE REQUIREMENTS

The Administration has chosen to provide Workers' Compensation, General Liability, Excess Liability, Builders Risk, Pollution Liability and Railroad Protective coverage on behalf of Contractors and subcontractors working on this project. This approach to project insurance is commonly called a wrap-up or owner controlled insurance program (OCIP). Specific information regarding

Liability Insurance Requirements is contained in the Contract Specifications.

Please note that an Insurance Cost Worksheet must be included with each bid package.

18. HIRING AGREEMENT

By submitting a bid or proposal in response to this solicitation, the bidder/offeror agrees to execute and comply with the attached Maryland Department of Human Resources (DHR) Hiring Agreement. The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified entry level Maryland Temporary Cash Assistance customers to fill entry level job openings resulting from this procurement, in accordance with subparagraph 13-224, State Finance and Procurement.

19. USE OF BIDDER'S OWN FORCES

The bidder with his own forces shall perform not less than fifty percent (50) % of the work at the project site.

20. 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.

21. CANCELLATION OR REJECTION OF BIDS

Notice to Contractors may be canceled in accordance with State Procurement Regulations.

The Administration reserves the right to reject any and all bids and/or waive technical defects if, in its judgment, the interests of the Administration so require.

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

BID FORM

FOR

CONTRACT NO.: T-1300

TO: MARYLAND TRANSIT ADMINISTRATION
ATTN: PROCUREMENT DIVISION
6 SAINT PAUL STREET, 7TH FLOOR
BALTIMORE, MD 21202-1614

BID OPENING DATE:

October 20, 2011

BID OPENING TIME:

2:00 PM

BID OF: _____

(Bidder's Name)

PROJECT 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 will include but not limited to overall improvements in parking lots, bus loops, bus lanes, bus stops and Light Rail, MARC and Metro Stations. The main activities include but not limited to patching, grinding, milling, resurfacing, overlaying, sealing, striping, widening, removal, reconstruction, demolition, expanding and rehabilitation of Hot Mix Asphalt and Portland Cement Concrete pavement, ADA and drainage corrections. New placement and/or replacement of sidewalk, curb, curb and gutter, wheel stops, drainage inlets, bollards, gates, fences, signs, light poles and any other required work.

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

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 fifty (150) 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.

LIABILITY INSURANCE REQUIREMENTS

MARYLAND TRANSIT ADMINISTRATION (MTA) will utilize an Owner Controlled Insurance Program (OCIP) for this construction project.

What is an OCIP?

The MTA OCIP will provide General Liability, Workers' Compensation, and Excess Liability coverage for contractors and subcontractors while performing Work on the project site. The Work specified in your Bid Request qualifies for the OCIP, therefore, General Liability, Workers' Compensation, and Excess Liability will be purchased on your behalf, for this Work. However, you must continue to purchase General Liability, Automobile Liability and Workers' Compensation, and Excess Liability for Work performed *away from* the Project site.

A Builder's Risk insurance policy will also be provided for the benefit of the OCIP participants. You need not provide such insurance, as the interest of all parties in the Work will be covered by this policy. Such insurance will NOT cover your own tools and equipment.

Enclosed herein as Exhibit B – Indemnities and Insurance is detailed information about this program.

Bids:

Because General Liability, Workers' Compensation, and Excess Liability coverage will be provided by the OCIP, you will need to bid all Work with insurance costs for General Liability, Workers' Compensation, and Excess Liability separately identified as an add/alternate to your bid price. The cost should be separated by line of insurance utilizing the Insurance Cost Worksheet provided in the Bid Form package and as Exhibit A of this form. This form must be submitted as part of your bid package. For your information, the forms that will need to be completed by the successful bidder as part of the contract package are included herein as Exhibit C.

It is important that these insurance costs be as accurate as possible, as they have a direct bearing on the competitiveness of your bid.

If in doubt, your insurance agent should be able to give you the insurance cost for Work to be done at the site. To enable him to calculate that cost, you should be prepared to give your agent your payrolls (by workers' compensation class code) for Work to be performed on this Project.

Safety:

A critical part of any construction project is job site safety. An OCIP program is designed to standardize safety procedures to enhance your safety efforts. Representatives

of AIG, the OCIP insurer, the Construction Manager, and Aon Risk Services, Inc. of MD will be available to assist you in these efforts. You will be expected to comply with the safety requirements established by MTA and the Construction Manager in conjunction with the OCIP carrier. The Maryland Transit Administration Project Safety Plan is included in the Contract Specification Book as Form PSP.

Claims:

A claims representative will assist you in reporting any claims. You will be given an insurance manual that will identify the basic information necessary to report a claim. The forms and instructions contained in the manual should not be significantly different from those you are currently using.

Contractor Provided Insurance:

Because an OCIP is limited to Work performed at a specific location (except as provided by the Builder's Risk), you will be required to provide General Liability, Workers' Compensation, and Property insurance, if applicable, for any activities away from the project site, or performed for someone other than MTA.

You will also need to continue other coverages, such as:

- ⇒ Automobile liability and physical damage
- ⇒ Inland Marine coverage for your tools and equipment
- ⇒ Umbrella/Excess liability for limits over the maximum limit to be provided by MTA (limit to be advised)
- ⇒ Any other coverage you elect to continue

Alternate program option:

MTA reserves the option **not** to utilize an OCIP program for this project or to discontinue it. In such a case, you and any subcontractors will be expected to provide insurance coverages as required by the contract at a cost commensurate with the insurance deductions in your original bids.

**Summary of Owner Provided Insurance
Workers Compensation**

Coverage A - Statutory Limits

Coverage B - Employers Liability

\$2,000,000 Bodily Injury by Accident

\$2,000,000 Bodily Injury by Disease

\$2,000,000 Policy Limit by Disease

Commercial General Liability

The policy includes Completed Operations Coverage for a period of 10 years after acceptance of the work by Owner with a limit of liability of \$2,000,000 each occurrence/\$4,000,000 general aggregate for Bodily Injury/Property Damage.

Excess Liability

\$50,000,000 each occurrence
\$50,000,000 aggregate

Builder's Risk Insurance:

Loss Limit (Total Liability per Occurrence):	\$	50,000,000
Sub limits:		
Building Ordinance or Law (Coverages A, B & C Combined)	\$	2,500,000
Debris Removal per Occurrence	\$	2,500,000
Delay in Completion/Soft Costs	\$	TBD
Loss Adjustment Expenses	\$	100,000
Expediting Expenses per Occurrence	\$	100,000
Fire Department Service Charges per Occurrence	\$	50,000
Inland Transit	\$	500,000
Offsite Temporary Storage per Occurrence	\$	1,000,000
Physical Damage per Occurrence	\$	50,000,000
Valuable Papers and Records	\$	100,000
Pollution Cleanup	\$	10,000
Trees, Shrubs, Plants and Landscaping per Occ (Named Perils Only)	\$	25,000
Annual Aggregate Limits of Liability:		
Earthquake	\$	50,000,000
Flood (Depending on Flood Zones)	\$	50,000,000

The Owner will purchase for the benefit of all Approved Contractors, Subcontractors and Vendors, all-risk Builder's Risk insurance in the amounts sufficient to cover replacement cost of the work in progress and the property located at the Project Site. Such insurance will specifically protect the interest of the Contractor in the Work, but **it will not cover Contractor's equipment, which will not become a permanent part of the Work to be accepted by the Owner.**

Notwithstanding the contractor's deductible responsibilities as stated in Section I, Exhibit D, Contractor's total liability for loss of or damage to the Work shall be limited to the recoveries from the Owner-provided Builder's Risk Insurance".

EXHIBIT A

INSURANCE COST WORKSHEET

AND

INSTRUCTIONS FOR COMPLETING INSURANCE
COST WORKSHEET

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Insurance Cost Worksheet
(Fixed Price Type Contracts)
Numbers reference attached instructions

MTA OCIP

A. Contractor Information:

Federal ID # or Soc. Sec. #: 1

Business Information (headquarters)

Contact Information (address questions to..)

Company Name & dba: 2
 Contact Name & Title: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone: _____
 Fax: _____
 E.mail Address: _____

B. BID INFORMATION:

Bid Package No.: 1

Description of Work: 2

Proposed Contract Price \$: 3

Are you Submitting a bid to MTA: 5 Yes No

Amount of Self Performed Work \$: 4

If No, identify to whom: 6

C. Workers Compensation Insurance Information for Work Described Above: (a) (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Rate (per \$100 payroll)	e Man-hours	f Payroll	g WC Premium (Payroll * Rate / 100)																		
<u>1</u>																								
Totals				<u>2</u>	<u>3</u>	<u>4</u>																		
Identify the Amount of Your Claim Retention <u>5</u>			Your Company's Workers Compensation Experience Modifier: <u>6</u>																					
Employers Liability Rate: <u>8</u>			Modified Premium (line C4 x C6): <u>7</u>																					
			Employers Liability Premium: <u>9</u>																					
<table border="1"> <thead> <tr> <th>10 Modification & Discount Premium Factors</th> <th>11 Rate</th> <th>12 Amount</th> </tr> </thead> <tbody> <tr> <td>Mod 1: _____</td> <td>+ OR - _____</td> <td>_____</td> </tr> <tr> <td>Mod 2: _____</td> <td>+ OR - _____</td> <td>_____</td> </tr> <tr> <td>Mod 3: _____</td> <td>+ OR - _____</td> <td>_____</td> </tr> <tr> <td>Mod 4: _____</td> <td>+ OR - _____</td> <td>_____</td> </tr> <tr> <td>Mod 5: _____</td> <td>+ OR - _____</td> <td>_____</td> </tr> </tbody> </table>			10 Modification & Discount Premium Factors	11 Rate	12 Amount	Mod 1: _____	+ OR - _____	_____	Mod 2: _____	+ OR - _____	_____	Mod 3: _____	+ OR - _____	_____	Mod 4: _____	+ OR - _____	_____	Mod 5: _____	+ OR - _____	_____				
10 Modification & Discount Premium Factors	11 Rate	12 Amount																						
Mod 1: _____	+ OR - _____	_____																						
Mod 2: _____	+ OR - _____	_____																						
Mod 3: _____	+ OR - _____	_____																						
Mod 4: _____	+ OR - _____	_____																						
Mod 5: _____	+ OR - _____	_____																						
Total Modification Amount (Total of all amounts entered in column C12):						<u>13</u>																		
Total Workers Compensation Premium (line C7 + C9 + C13):						<u>14</u>																		

D. General Liability: (a)

Rate: 1

2 Based On:

- Total Payroll (C3)
 Contract Price (B3)
 Other _____

3 Rate factor:

- Per 100
 Per 1,000

4 Identify the Amount of Your Claim Retention: _____

GL Premium (D2 x D1 ÷ D3):

5

Excess/Umbrella Liability: (a)

Rate: 6

7 Based On:

- Total Payroll (C3)
 Contract Price (B3)
 Other _____

8 Rate factor:

- Per 100
 Per 1,000

Excess/Umbrella Premium

(D7 x D6 ÷ D8):

9

E. Builder's Risk/Installation Floater: (a)

Rate: 1

2 Rate factor

- Per 100
 Per 1,000

Builder's Risk/Installation Floater Premium (B3 x E1 ÷ E2):

3

F. Other Insurance Premiums: (a) (Enter total premium costs identified on page 2)

1

G. Totals

Total of all Insurance Premiums (Total of lines C14 + D5 + D9 + E3 + F1):

1

Overhead & Profit on Insurance Prem. %: 2 15%

O/H & Profit Amount (G1 x G2):

3

Total Initial Insurance Cost (Total of lines G1 + G3):

4

Contractor's Initial Insurance Cost Rate (Line G4 divided by total payroll in line C3 x 100):

5

H. Signature Block : I verify the information presented above and attachments are correct:

Name: _____ (please print)

Date: _____

Title: _____

Signature: _____

Completion of this form is a required part of your bid and must accompany your bid documents. Complete a separate form for each contractor, known subcontractor(s) and trades not currently awarded to a subcontractor. Duplicate this form as needed.

(a) Please provide copies of the following documents to support your insurance cost calculations:

- Schedule of Values
- Workers Compensation declaration and rate pages
- Experience Modification worksheet
- General Liability declaration and rate pages
- Umbrella/Excess Liability declaration and rate pages
- 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000.

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INSURANCE COST WORKSHEET
(Instructions for Fixed Price Type Contracts)

MTA OCIP

Page 2 of 2

Complete a separate form for each contractor, known subcontractor and trade not currently awarded to a subcontractor. Duplicate this form as needed. **Completion of this form is a required part of your bid and must accompany your bid documents.**

A. Contractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's main office location in the space provided below.
- 3 Enter the name of the person Aon should contact if questions arise. Include the mailing address, phone/fax and e.mail address if different than A-2

B. Bid Information

- 1 Enter the Bid Package Number, Contract Number or Purchase Order Number that was included in Maryland Transit Administration's originating documentation.
- 2 Provide a brief description of the work you will be performing at the project site.
- 3 Identify the total amount of your bid. Include both labor and material.
- 4 Identify the amount of work that you anticipate will be self-performed. Include both labor and material.
- 5 Check the appropriate box that identifies if you contract directly with Maryland Transit Administration's or are a subcontractor.
- 6 If you are a Subcontractor, identify the entity with whom you are under contract.

C. Workers Compensation Insurance Information *(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included):*

- 1 a Enter the two-letter abbreviation for the state in which the work will be performed.
- b Enter each Workers Compensation class code that applies to your work identified in B2. *(Most states use a 4 digit Number)*
- c Enter the Workers Compensation class code description that applies to each class code identified in C1b.
- d Enter the Workers Compensation rate that applies to the specified class code.
- e Enter the estimated Man-hours required to complete the described work for each Workers Compensation class code.
- f Enter the estimated Payroll required to complete your work. Use only unburdened payroll and exclude the premium portion of any overtime pay.
- g Calculate the WC Premium by multiplying the Payroll (C1f) by the Rate (C1d) and dividing the result by 100. Repeat this calculation for each WC class code.
- 2 Total the estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total the estimated Payroll for each class code. Be sure to include information from additional pages if used.
- 4 Total the Workers Compensation Premium for each class code. Be sure to include information from additional pages if used.
- 5 Enter the amount of the Claim Retention / Deductible your company has on their existing Workers Compensation.
- 6 Enter your WC Experience Modifier. This information can be located on your Workers Compensation policy or on your NCCI Bureau Rating Sheet.
- 7 Calculate the Modified Premium by multiplying the WC Premium (C4) by the Experience Modifier (C6).
- 8 Enter your Employer's Liability Insurance Rate. This information can be found in your Workers Compensation policy.
- 9 Calculate your Employer's Liability Premium by multiplying the Modified Premium (C7) by the Employer's Lia. Rate (C8).
- 10 Identify the Modifiers that apply to your Workers Compensation Premium. This information can be located on your Workers Compensation Policy.
- 11 Enter the Rate for each identified Modifier. The information can be located on your Workers Compensation Policy
- 12 Calculate the Modified Premium Factor Amount by multiplying the Modified Premium (C7) by the Modified Premium Rate (C11) and dividing by 100. Be sure to identify if the Modification factor is an addition or reduction to your premium.
- 13 Total the Modified Premium Amounts by adding the numbers in column C12.
- 14 Calculate the Total Workers Compensation Premium by adding the Modified Premium (C7) to the Employer's Lia. Premium (C9) and adding the Premium Modifications (C12).

D. General Liability & Umbrella/Excess Liability Insurance

- 1 Enter the General Liability Rate. This number can be found on your General Liability Policy
- 2 Identify the base the General Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and the description in the space provided.
- 3 Identify the General Liability Rate factor by marking the box.
- 4 Identify the amount of your Claim Retention.
- 5 Calculate the General Liability Premium by multiplying the Bases (D2) by the Rate (D1) and dividing by the factor (D3).
- 6 Enter the Excess/Umbrella Liability Rate. This number can be found on your Excess/Umbrella Liability Policy
- 7 Identify the base the Excess/Umb. Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and description in the space provided.
- 8 Identify the Excess/Umbrella Liability Rate factor by marking the box.
- 9 Calculate the Excess/Umbrella Liability Premium by multiplying the Bases (D7) by the Rate (D6) and dividing by the factor (100 or 1,000).

E. Builder's Risk/Installation Floater

- 1 Enter the Builder's Risk/Installation Floater Rate. Locate this information on your Property Policy or Builder's Risk Policy.
- 2 Identify the base factor that it applies to (100 or 1,000).
- 3 Calculate the Premium by multiplying the Proposed Contract Price (B3) by the Rate (E1) and dividing it by the Factor (E2).

F. Other Insurance Premiums

- 1 For each of the Insurance Lines of Coverage identified below, Identify the Rate, Base and Factor. Calculate the Premium by multiplying the Base x Rate ÷ Factor. Total the Other Insurance Premiums in the space provided and carry that amount to the front page.

Line of Coverage	Rate	Base	Factor	Premium	Total Premium
------------------	------	------	--------	---------	---------------

G. Totals

- 1 Calculate the Total of all Insurance Premium by adding Workers Compensation (C14), General Liability (D5), Excess/Umbrella Liability (D9), Builder's Risk/Installation Floater (E3), and Other Insurance Premiums (F1).
- 2 Identify the Overhead & Profit Percentage that was applied to this project during the tabulation of the Proposed Contract Price.
- 3 Calculate the Overhead & Profit Amount by Multiplying the Total of all Insurance Costs (G1) by the Overhead & Profit Percentage (G2).
- 4 Calculate the Total Initial Insurance Cost by adding the Overhead & Profit Amount (G3) with the Total of all Insurance Premium (G1)
- 5 Calculate your rate by Dividing the Total Initial Insurance Cost (G4) by the Estimated Payroll (C3) and multiplying by 100.

H. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.

Note: Please provide copies of the following documents as part of your submittal:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Schedule of Values | <input checked="" type="checkbox"/> General Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Workers Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Experience Modification worksheet | <input checked="" type="checkbox"/> 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000. |

EXHIBIT B

INDEMNITIES AND INSURANCE

Indemnities and Insurance

1.1 Indemnities.

1.1.1 To the fullest extent permitted by law, Contractor shall indemnify, defend (at Owner's request and through counsel reasonably acceptable to Owner) and hold harmless Owner from and against all claims, demands, causes of action, damages, liabilities, losses and expenses, including attorneys' and consultants' fees and expenses (collectively, "Claims"), arising out of or resulting from performance of Work, provided such Claims are attributable to bodily injury, sickness or death, or injury to or destruction of tangible property, or infringement of any patents, copyrights, trademarks, trade secrets or other intellectual property right; provided that such Claims are caused in whole or in part by the active or passive negligence or willful misconduct of Construction Manager, contractors, and subcontractors. With respect to Claims made after the expiration of the Completed Operations coverage of the Project Commercial General Liability Insurance procured by Owner at its expense under Paragraph 1.3.2(b), the foregoing indemnity shall apply only to the extent of the active negligence or willful misconduct of the Contractors, and/or subcontractors.

1.1.2 The foregoing indemnity shall apply regardless of whether such claim, demand, cause of action, damage, liability, loss or expense is caused in part by the active or passive negligence of an Indemnity, and regardless of whether liability without fault is imposed or sought to be imposed on an Indemnity, but shall not extend to claims, demands, causes of action, damages, liabilities, losses or expenses to the extent they result from the sole negligence or willful misconduct of such Indemnity. Nothing herein shall be deemed to abridge the rights, if any, of Owner or Contractor to seek contribution from other parties where appropriate.

1.1.3 With respect to claims against any person or entity indemnified under Paragraph 1.1.1 by an employee of the Contractor, or subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation under Paragraph 1.1.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

1.1.4 Neither Contractor nor subcontractor, of any tier, shall place or release, or cause to be placed or released, any Hazardous Materials in, on or under the Project Site, or into any adjacent or nearby watercourse, body of water or wetlands, except in strict compliance with all applicable Laws and Permits. Contractor shall be responsible for any Hazardous Materials deposited, released or disposed of in, on or under the Project Site or into any adjacent or nearby watercourse, body of water or wetlands on or after the date of the Notice to Proceed by any of the foregoing persons (excluding Indemnitees) only, including if necessary any cleanup or remediation activities, and shall indemnify and hold harmless the Indemnitees from and against any claims, liabilities (including under CERCLA), damages, losses and expenses (including reasonably and actually incurred attorneys' fees) arising out of or resulting from the deposit, release or disposal of any

Hazardous Materials in, on or under the Project Site or into any adjacent or nearby watercourse, body of water or wetlands on or after the date of the Notice to Proceed by any of the foregoing persons (excluding Indemnitees) only, except to the extent caused by negligence or willful misconduct on the part of the applicable Indemnity.

1.1.5 Owner shall indemnify, defend and hold harmless Contractor, and subcontractors, and their officers, directors, employees and agents, from and against any claims, liabilities, damages, losses and expenses (including reasonably and actually incurred attorneys' fees) resulting from such indemnified party's being deemed an owner or operator of the Project Site, or a generator, storer or treater of Hazardous Materials existing at the Project Site as of the date of the Notice to Proceed, for purposes of any Laws and Permits relating to Hazardous Materials or any investigatory or remedial actions by any government authorities having jurisdiction over the Project or the Project Site; provided, however that this indemnity shall not apply to the extent of the actual negligence or willful misconduct of an indemnified party. Without limitation, such indemnity shall include any liability of the indemnified parties under the Comprehensive Environmental Response Compensation and Liability Act (including the SARA amendments thereto), and any liability of the indemnified parties resulting from actions by any state or local agency.

1.1.6 If any claim of Lien, stop notice, equitable lien or any other demand for payment or security, including claims or demand upon surety bonds for any of the Work, is made or filed with Owner, Owner's property or the Project by any person claiming that Contractor, subcontractor, or any other person claiming under any of them (other than Owner) has failed to perform its contractual obligations or to make payment for any obligation incurred for or in connection with the Work, then Owner shall have the right to retain from any payment then due or thereafter to become due Contractor or to be reimbursed by Contractor an amount sufficient to (i) satisfy, discharge and defend against any such claim or lien, stop notice or other demand, unless Contractor files surety bonds fully releasing the Owner and Owner's property from such claim or lien under applicable law, in which case Owner shall not make any such retention; (ii) remedy any such nonpayment, nonperformance; and (iii) compensate the Owner for and indemnify it against any and all claim, liability, damage, loss, and expense (including reasonably and actually incurred attorneys' and consultants' fees) sustained or incurred in connection therewith.

1.2 Insurance Provided by Contractor

1.2.1 Contractor shall provide, pay for and maintain (and as appropriate, shall require contractors and subcontractors of all tiers to provide, pay for and maintain) insurance of the type and in the limits as set forth below. Contractor shall maintain such insurance from the commencement of Work on the Project Site until Final Acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor or the applicable subcontractor.

1.2.2 Automobile Liability insurance covering all owned, non-owned, and hired

vehicles used by Contractor or the applicable contractor or subcontractor for all operations both on and off the Project Site, with a minimum limit of \$2,000,000 combined single limit per accident for Bodily Injury and Property Damage. The policy shall include a waiver of subrogation with respect the Administration. Loading and unloading of any motor vehicle must be covered by endorsement to the automobile liability policy or policies.

Pollution liability coverage at least as broad as that provided under the ISO pollution liability - broadened coverage for covered autos endorsement (CA 99-48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

1.2.3 Workers' Compensation insurance for statutory benefits limits of the applicable Labor Code(s) and Workers' Compensation law(s) and Coverage B - Employer's Liability with minimum limits of \$500,000. each accident for Bodily Injury by accident, \$500,000 each employee for Bodily Injury by disease, and \$500,000 policy limit for Bodily Injury by disease. Such insurance shall be endorsed to include Longshore and Harbor Workers' Compensation Act Coverage and Jones Act Coverage if applicable, and shall cover all operations of Contractor or the applicable subcontractor except those insured under the OCIP as described in Paragraph 1.3.2. Such insurance shall be endorsed to include Other States Coverage and to include a Waiver of Our Right to Recover from Others Endorsement in favor of the Indemnitees.

(a) If Contractor or the applicable subcontractor is a qualified Workers' Compensation self-insurer, prior to its commencement of Work at the Project Site Contractor shall submit to Owner a copy of such employer's current Certificate of Permission to Self-Insure.

(b) Contractor shall include, and shall require each of its subcontractors to include, the following provision in all subcontracts let by such party for performance of Work when the party performing Work under such subcontract is a qualified, approved self-insurer of Workers' Compensation:

“The subcontractor waives any right of recovery the subcontractor may have or acquire against the Indemnitees, Contractor or subcontractors of all tiers by reason of the subcontractor's having paid Workers' Compensation benefits as a self-insurer.”

1.2.4 Commercial General Liability insurance covering all operations of Contractor or the applicable subcontractor except those insured under the OCIP as described in Paragraph 1.3.2. Such insurance shall be written on an occurrence form; coverage cannot be provided under a “Claims-Made” or “Modified Occurrence” policy without the prior, express written consent of Owner. Such insurance shall be no less comprehensive and no more restrictive than the coverage provided by the standard Insurance Services Office (ISO) form CG 00 01 10 93; shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket

Contractual, Independent Contractors, Products and Completed Operations coverages; shall include Products Liability coverage for any products manufactured, assembled, or otherwise worked upon away from the Project Site; and shall include coverage for "x" (explosion), "c" (collapse), or "u" (underground) exposures. Such insurance shall have the following minimum limits:

(a) For the Contractor:

\$2,000,000 Each Occurrence;
\$2,000,000 General Aggregate; and
\$2,000,000 Products/Completed Operations Aggregate

(b) For all subcontractors:

\$2,000,000 Each Occurrence;
\$2,000,000 General Aggregate; and
\$2,000,000 Products/Completed Operations Aggregate

1.2.5. Professional Liability insurance if Contractor or applicable subcontractors will perform or retain others to perform professional services in connection with the Work, including engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of \$2,000,000 per wrongful act, error, or omission, and a minimum annual aggregate limit of \$4,000,000.

1.2.6. Umbrella Liability: Provide an occurrence "umbrella" form of excess liability insurance containing coverage no more restrictive than that required in the underlying policies specified above. The required primary insurance shall be listed as underlying coverage in the first layer umbrella policy. The umbrella policies shall contain a minimum occurrence and aggregate limit of \$5,000,000.

The insurance coverages specified in Paragraphs 1.2.2, 1.2.3, 1.2.4, and may be arranged under single policies for the full limits required or by a combination of underlying policies with the balance provided by Umbrella Liability insurance 1.2.6. The Umbrella Liability insurance shall provide coverage following the form of and as broad as that of the underlying primary policies.

1.2.7 The Indemnitees defined in Article 1.1.1 shall be included as Additional Insureds under the insurance policies in 1.2.2, 1.2.4, and 1.2.6. Coverage afforded the Additional Insureds under these policies shall be primary insurance. If the Additional Insureds have other insurance, which is applicable to the loss, such other insurance shall be on an excess and/or contingent basis.

1.3 Insurance Provided by Owner.

Prior to issuance of the Notice to Proceed under this Agreement, and except as otherwise specified within this Agreement, Owner shall, at its sole expense, secure and

thereafter maintain insurance of the type and in the limits set forth below. To the extent that Contractor or subcontractors, or the property of such persons, are covered by such insurance, (i) Contractor shall comply and shall require its subcontractors to comply with the terms set forth in this Paragraph 1.3 and with the most current version of the OCIP Project Insurance Manual issued and maintained by Owner, and (ii) Contractor shall exclude, and shall require its subcontractors to exclude, cost of maintaining any duplicative insurance coverage in the Cost of Work.

1.3.1 Owner shall purchase and continuously maintain until Final Acceptance or termination of this Agreement, whichever occurs first, Builder's Risk insurance naming as insureds Owner, Contractor, and subcontractors performing construction Work at the Project Site. Such insurance shall cover all equipment, machinery, supplies, and other property intended to be permanently incorporated in the Project, for which title or risk of loss shall have passed at the time of loss to an insured. Coverage shall apply to such property while it is located at the Project

Site or located at temporary off-site storage or staging areas approved by Owner, or while in land-based transit to the Project Site within the continental United States. Coverage shall be written on an "All Risk" form, including but not limited to, fire, lightning, windstorm, hail, riot, riot attending a strike, civil commotion, aircraft, vehicle, smoke, explosion, vandalism, malicious mischief, damage to glass, theft, flood and earthquake (including sinkhole) coverages, subject to normal industry policy provisions. Such insurance shall include coverage for expenses due to delays in completion as a result of the insured perils, subject to a thirty (30) day deductible. Limits under this insurance shall not be less than 100% of the replacement value of the Project for physical damage to property and related expenses, provided that sublimits shall be established for losses due to earthquake (including sinkhole) and for losses due to flood, which earthquake and flood sublimits shall be no less than the minimum sublimits for such losses established pursuant to Owner's agreements with Lenders.

NOTE: The Contractor or its subcontractor shall be responsible to pay a deductible as specified in Exhibit D. This deductible shall not be included under the GMP.

Exclusions from such insurance may include, but are not limited to, the following: (1) loss resulting from mysterious disappearance or caused by any wrongful removal of any property of a named insured or any additional insured by the employee(s) of such named insured or additional insured, (2) loss or damage to any automobiles, (3) loss or damage to contractor's or any insured subcontractor's owned, leased or rented property or construction-type tools, equipment, machinery, or supplies used for construction but not intended to be permanently incorporated in the Project, and (4) loss or damage covered by a manufacturer's warranty or guarantee.

Loss, if any, under this insurance shall be adjusted with Owner, Lenders, and/or Trustees, with the cooperation of Contractor, and insurance proceed check(s) shall be made payable to Owner or its Lenders or Trustees. Amounts shall be disbursed to Contractor, contractors, or subcontractors through the Change Order procedures.

1.3.2 Owner shall maintain the Owner-Controlled Insurance Program (OCIP) insurance specified in Paragraphs 1.3.2(a), (b) and (c) below with Owner, Contractor, contractors and subcontractors of all tiers, and such other persons or interests as the Owner may designate as insured parties, with limits not less than those specified below for each coverage.

OCIP coverage shall not apply to vendors, suppliers, material dealers or other subcontractors who are solely engaged in the stocking, testing, transporting, picking up, delivering or carrying materials, parts, equipment or any other items or persons to or from the Project Site; to contractors or subcontractors who furnish material worked to a special design in accordance with the Drawings and Specifications but perform no operations at the Project Site, unless required by

Owner in writing; or to non-trade employees who are temporarily at the Project Site for meetings, deliveries or similar activities. OCIP coverage for any subcontractor requires a written determination of enrollment of the applicable

subcontractor by Owner; Owner may, in its sole discretion, and at any time prior to or during the performance of Work by an applicable contractor or subcontractor, elect to not enroll or to cease enrollment of any contractor or subcontractor of any tier.

(a) Workers' Compensation insurance for statutory benefits limits of the applicable Labor Code(s) and Workers' Compensation law(s), and Coverage B - Employer's Liability with minimum limits of \$2,000,000 each accident for Bodily Injury by accident, \$2,000,000 each employee for Bodily Injury by disease, and \$2,000,000 policy limit for Bodily Injury by disease. Such insurance shall be endorsed to include Longshore and Harbor Workers' Compensation Act Coverage and Jones Act Coverage if applicable. The policy shall be endorsed to include Other States Coverage, and a Waiver of Our Right to Recover from Others Endorsement in favor of Indemnitees.

Coverage will apply only to Work performed at the Project Site and to off-site activities directly related to Work performed at the Project Site. Coverage will not apply with respect to employees of contractors or subcontractors engaged in hauling activities from or to the Project Site, or to employees of independent truckers/haulers.

(b) Commercial General Liability insurance, written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by the standard Insurance Services Office (ISO) form CG 00 01 10 93. Such insurance shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations (for a minimum of three years following Substantial Completion), coverage shall include the perils of "x" (explosion), "c" (collapse) and "u" (underground) exposures. This coverage shall have a minimum limit of \$2,000,000 each occurrence, \$4,000,000 General Aggregate, and \$4,000,000 Products/Completed Operations Aggregate.

Coverage will apply only to Work performed at the Project Site. Such insurance will not include coverage for products liability to any insured party, subcontractor, vendor, supplier, material dealer or others for any product(s) manufactured, assembled or otherwise worked upon away from the Project Site.

(c) Umbrella Liability insurance. Insurance coverages following form with the coverage specified in Paragraphs 1.3.2(a) and 1.3.2(b) will be provided. The umbrella program limits are \$50,000,000 per occurrence and \$50,000,000 annual aggregate.

(d) Railroad Protective Insurance written on an occurrence form CG00351093 for construction work performed on, over, or under a railroad right of way or within fifty (50) feet of railroad property. The coverage limits are \$5,000,000 per occurrence and \$10,000,00 aggregate.

(e) General Contractors Pollution on Legal Liability Insurance written on an occurrence form. Coverage for third Party BI/PD arising from pollution conditions on MTA's work site covers pollution events and cleanup costs. Coverage limits are \$5,000,000 occurrence and \$10,000,000 aggregate.

The coverages described in Paragraphs 1.3.2(a), (b) and (c) are set forth in full in their respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provisions of the actual policies. In matters, if any, in which this description may conflict with such policies, the provisions of the policies shall govern.

1.3.3 Owner reserves the right to terminate or modify any coverages identified in Paragraphs 1.3.1 and 1.3.2 on sixty-(60) calendar days' written notice to Contractor, contractors, and subcontractors of all tiers. To the extent that any coverage identified in Paragraphs 1.3.1 and 1.3.2 is so terminated or modified, or if and when Owner determines to not enroll or cease enrollment of a subcontractor in any of such coverages, then Contractor shall obtain or amend, and shall require its affected subcontractors to obtain or amend, its own policies of insurance as required in Paragraph 1.2 to include coverage for all operations not included or no longer included in the coverage to be furnished under Paragraph 1.3. Owner will reimburse the actual cost of such alternative insurance, which was originally identified in the bid documents of the applicable subcontractor, as a Change Order with the GMP amended accordingly. Written evidence of such alternative insurance shall be provided to the Owner prior to the actual date of the termination or modification of Owner-furnished insurance coverage, or promptly after Owner's determination of non-enrollment of a subcontractor in any such coverage.

1.3.4 Deduction for Owner-Provided Insurance. The following procedures shall apply to OCIP coverage furnished by Owner under Paragraph 1.3.2.

1. Initial OCIP Deduction. In consideration of Owner providing the insurance coverages outlined in Paragraph 1.3, Owner and Contractor mutually agree that the contract price has been reduced by the Initial OCIP Deduction as stated in the relevant bid document. The Initial OCIP Deduction is based on the information provided by Contractor on the *Insurance Cost Worksheet* and is subject to the approval of the Owner..

2. OCIP Insurance Worksheets. Prior to any subcontractor commencing Work on-site, Contractor shall provide to MTA Insurance Cost Worksheets in the form set forth in "Exhibit A" of this Agreement ("Bid Worksheets") completed and signed by each subcontractor.

3. Change Orders. All change orders shall be submitted net of insurance. Each proposed Change Order in excess of \$500,000 should identify an OCIP Deduction for the Work described in the proposed Change Order. The proposed Change Order shall identify the estimated man-hours; estimated workers' compensation payroll and estimated OCIP Deduction included within the total Change Order amount.

At Owner's request, Contractor shall complete an *Insurance Cost Worksheet* and submit any other requested information for the Work specified in the Change Order. Owner, at its sole discretion, may amend the Initial OCIP Deduction to include the insurance costs specified in the Change Order and/or the *Insurance Cost Worksheet*.

4. Adjustments to the Initial OCIP Deduction. Owner and/or its representatives shall periodically review the appropriateness of each subcontractor OCIP Deduction. Owner may adjust the OCIP Deduction to reflect the subcontractor's actual insurance cost computed using audited payroll. Owner may withhold from Final Payment in amount adequate to cover the difference between the initial and audited OCIP deductions. If the initial OCIP Deduction is within 10% of the audited OCIP Deduction (as determined by reported and/or audited payroll), no change to the Final Payment will be issued.

1.4 Requirements for All Project Insurance.

Contractor shall cause the insurance to be obtained under Paragraph 1.2, and Owner shall cause the insurance it obtains under Paragraph 1.3, to satisfy the following provisions and requirements.

1.4.1 Owner and Contractor waive all rights against (i) each other and the subcontractors, agents and employees of each other, and (ii) subcontractors, agents and employees, for damages caused by fire or other peril to the extent covered by property insurance obtained by Owner pursuant to this Article 11 or by any other property insurance applicable to the Work, except such rights as each may have to proceeds of such insurance held by Owner as trustee. The insurance policies obtained by Owner pursuant to Paragraph 1.3 shall be endorsed to include a waiver of subrogation in favor of Indemnitees as well as Contractor and subcontractors, and the insurance policies obtained

by Contractor, and subcontractors pursuant to Paragraph 1.2 shall be endorsed to include a waiver of subrogation in favor of Indemnitees; provided, however, that such a waiver of subrogation shall not be required with respect to policies for which all of the Indemnitees are named or additional insureds.

1.4.2 All insurance required by this Agreement shall be from insurance companies authorized to transact that class of insurance in the State of Maryland and having a minimum rating of (or equivalent to) A- VIII by A.M. Best & Company. The required certificates must be personally and manually signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required by this Agreement shall be provided to either party within a reasonable period of time upon written request.

1.4.3 All of the required insurance shall provide primary coverage with respect to the Work. Any other insurance maintained by Owner, Contractor, or subcontractor shall be in excess of this insurance and shall not contribute to it.

1.4.4 Thirty (30) calendar days' written notice shall be given to Owner and Contractor of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limit provisions.

1.4.5 Prior to commencing any Work at the Project Site, Contractor, and subcontractors of all tiers shall furnish Owner with a certificate(s) of insurance giving evidence of insurance required by Paragraph 1.2 and evidence of additional insurance endorsements required by Paragraphs 1.2.7 and 1.4.1.

Additionally, Contractor and its subcontractors shall furnish a certificate(s) of insurance or a policy binder(s) of insurance or a policy binder(s), evidencing replacement coverage, to Owner thirty (30) calendar days prior to expiration of any such policies, so that there shall be no interruption in Work due to lack of proof of insurance coverage required by this Agreement. Owner shall not be liable for any delays (or costs or damages resulting therefrom) resulting from Contractor's failure (or that of any subcontractor of any tier) to obtain the insurance required of it under Paragraph 1.2, or to deliver the required certificates of insurance to Owner.

Certificates of insurance shall provide for at least thirty- (30) days' prior written notice to Owner of cancellation (unless cancellation is for nonpayment of premium, in which case 10 days' notice will suffice) or materials alteration, and shall delete the words "endeavor to" from the obligation to notify the certificate holder (Owner) of such cancellation or modification. Upon request of Owner, Contractor shall provide (or require its subcontractors to provide) Owner with a certified copy of any policy of insurance required by Paragraph 1.2.

Vendors, suppliers, material dealers and others who merely transport, pick up, deliver or carry materials, parts or equipment or any other items or persons to or from the Project

Site and those who furnish material worked to a special design but perform no operations at the Project Site shall not be required to furnish a certificate(s) or other evidence of insurance to Owner.

1.4.6 The insurance coverages and limits required under this Agreement are designed to meet the minimum requirements of Owner. They are not designed as a recommended insurance program for Contractor or subcontractors; and meeting these minimum requirements does not relieve such persons of their obligations under Paragraph 11.1.

1.4.7 The amounts and types of insurance shall conform to the minimum requirements set forth in this Appendix I, utilizing Insurance Services Office (ISO) policies and endorsements where applicable.

1.4.8 The acceptance of delivery of any certificates of insurance or certified insurance policies required to be purchased and maintained pursuant to this Agreement does not constitute approval or agreement by the recipient that the insurance requirements have been met or that those certificates of insurance or insurance policies are in compliance with this Agreement.

1.4.9 All of the insurance required by this Article 11 shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Certified copies of renewal policies or binders must be provided thirty (30) calendar days prior to expiration of current policies so that there shall be no interruption in Work due to lack of proof of insurance coverage as required in this Agreement.

1.4.10 Owner may elect at any time during the term of this Agreement to require Contractor to procure and maintain other or additional insurance. Notice of such election shall be given at least sixty (60) days prior to the effective date of the required modifications. Owner shall reimburse any additional costs incurred by these parties in securing insurance as a part of the Cost of the Work, and the GMP shall be revised by Change Order to be increased by the amount of such additional reimbursement.

EXHIBIT C

FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER ONLY

Enrollment Application
Notice of Subcontractor Award
Notice of Work Completion
Monthly Payroll Report

Error! Objects cannot be created from editing field codes. Form-3

ENROLLMENT APPLICATION

Numbers reference attached instructions

MTA - OCIP

Page 2 of 2

F. Subcontract Information: List all subcontractors that will be working for you on this project (complete the information in the following table). Use additional paper if necessary:

1 Subcontractor	2 Subcontract Amount	3 Contact Person	4 Address & Email Address	5 Phone & Fax Number

G. Enrollment Questions: Answer each question. Use additional paper if necessary.

1 Will you have any off-site location(s) 100% dedicated to this project? Yes No If yes, please provide address:

2 Please check if: Any aircraft used on this project Any watercraft used on this project

3 Please indicate if labor from the following sources will be used: Employee Leasing Firm Temporary Labor Agency

H. WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE

1 Premiums for this Program are the responsibility of *Maryland Transit Administration* and I agree any and all return of premium, dividends, discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to *Maryland Transit Administration*. This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced. Rights of Cancellation for all Program insurance policy(ies) arranged by *Maryland Transit Administration* are assigned to *Maryland Transit Administration*.

2 I will pay the cost of premium(s) for non-Program insurance coverage, specified in the Subcontract Documents.

3 I authorized the release of all claim information for all insurance policies under this Program.

4 It is my responsibility to notify my insurance carrier(s) that I am enrolling in this Program.

5 I have omitted from my bid the insurance costs for the coverage provided by *Maryland Transit Administration*.

6 The statements in this insurance application are true to the best of my knowledge.

I. Signature Block :

I verify the information presented above and attachments are correct:

Name: _____
(please print)

Date: _____

Title: _____

Signature: _____

Mail or Fax to: **Ed McDuffie**
Aon Risk Services, Inc. of DC
1120 20th Street NW, Suite 600
Washington, DC 20036-3406

Fax # (202) 429-8530
Phone # (202) 429-8513

Or Email: ed_mcduffie@ars.aon.com

This form must be completed and submitted by each successful Subcontractor and Subcontractor of any tier prior to Site mobilization for each contract awarded. The Subcontractor will submit the completed form to Aon Risk Services. Upon receipt of this form, Aon will issue, to the Subcontractor, a Certificate of Insurance evidencing coverage in the Controlled Insurance Program. The completed Certificate of Insurance and workers compensation insurance policy will be mailed to the Enrolled party.

A. Subcontractor Information

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
2 Enter your company's name, mailing address and phone/fax number for your company's headquarters in the space provided below.
3 Enter the name of the person Aon should contact if questions arise. Include mailing address, phone/fax and email address in the space provided below.
4 Identify your company's legal structure by checking the box that applies. If the correct legal structure is not specifically listed, please check the "Other" box and specify in the space provided.

B. Subcontractor Information

- 1 Enter the Subcontractor Number that was included in Maryland Transit Administration's originating documentation.
2 Provide a brief description of the work you will be performing at the Constitution Center site.
3 Identify the total amount of your Subcontract.
4 Identify the percentage of work that you anticipate will be self-performed.
5 Check the appropriate box that identifies if you contract directly with Maryland Transit Administration or are a Subcontractor.
6 If you are a lower tier Subcontractor, identify the entity you are under Subcontract with.
7 Enter the Date you anticipate starting work and then mark whether the date provided is actual or estimated
8 Enter the Date you anticipate completing the described work and then mark whether the date provided is actual or estimated.

C. Workers' Compensation Insurance Information (Duplicate or attach additional sheets if necessary.):

- 1 A Enter the 2 digit abbreviation for the state in which the work will be performed.
B Enter the 4 digit workers compensation class code that applies to the work identified in B2.
C Enter the workers compensation class code description that applies to the work identified in C1c.
D Enter the Workers' Compensation rate that applies to the class code.
E Enter the estimated Man-hours required to complete the described work for each Worker's Compensation class code.
G Enter the estimated Payroll required to complete the described work for each Worker's Compensation class code. Use only unburdened payroll and exclude the premium portions of any over-time pay.
2 Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used.
3 Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.

D. Current Worker's Compensation Information (This information relates to your corporate or existing coverage)

- 1 Provide your Company's Anniversary Rating Date. Information can be located on your bureau's WC Experience Modification worksheets.
2 Enter your current WC Experience Modification Factor.
3 Enter your Bureau File Number also referred to as your Risk Identification Number. This number can also be found on your Modification worksheets.
4 Identify your insurance carrier for Workers' Compensation Coverage.
5 Provide your Worker's Compensation Policy Number.
6 Provide the effective date of your Worker's Compensation policy.
7 Provide the expiration date of your Worker's Compensation policy.

E. Contacts (Requested Contact information is for specific functions. It is possible to have a single person fulfill multiple responsibilities)

- 1 Identify the name of the person and their title for each function. These individuals should be located, if at all possible, on-site.
2 Provide the phone number for each person identified above.
3 Provide the fax number for each person identified above.
4 Provide the email address for each person identified above, if applicable.
5 Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Telephone, Fax Number and Email Address of the person responsible for maintaining the payroll information.

F. Subcontractor Information (Provide the following information for each lower tier Subcontractor that will be performing work at the Constitution Center site.)

- 1 Identify the name of the Subcontracting firm
4 Provide the mailing address for the Subcontractor.
2 Provide the estimated value of the subcontracted activity.
5 Provide the phone number for the Subcontractor.
3 Provide a contact name, preferably the project manager, for the subcontractor.

G. Enrollment Questions

- 1 Determine if you will have any locations, off-site, that will be 100% dedicated to this project. Mark the appropriate box (yes/no). If you answer yes - provide the address of each location you identified as 100% dedicated.
2 Mark the box or boxes that apply. Contemplate only work performed under this contract.
3 Mark the box or boxes that apply. Employee Leasing Firms are those firms that supply the entire labor force for your company.

H. Warranty Statements:

- 1-6 Read each Warranty statement thoroughly. If you have questions regarding any of these statements, contact Aon.

I. Signature Block: This form must be signed by a representative of your company knowledgeable of its accuracy.

Forward the completed Enrollment Application to the Aon administrator identified at the bottom of page of the form. This form must be received by the administrator prior to the start of your work.

NOTICE OF SUBCONTRACTOR AWARD

This form is to be completed every time you enter into a subcontract and submitted to Aon Risk Services, Inc. of MD at the address shown

Aon Risk Services, Inc. of MD
Attn: Chuck Burn
500 E. Pratt Street, 7th Floor
Baltimore, MD 21202

Phone: 410.547.2882
Fax: 847.953.0919

PROJECT NAME

BID PACKAGE NAME: _____

BID PACKAGE NUMBER: _____

AWARDING CONTRACTOR: _____

We have awarded a subcontract as follows:

Type of Work: _____

AWARDED TO: _____

Address: _____

City, State, Zip: _____

Federal ID#: _____

Insurance Contact: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Date of Subcontract: _____

Estimated Contract Amount: _____

Probable Starting Date: _____

Probable Completion Date: _____

Authorized Signature

Title

Date

This form must be submitted each time a new subcontract is awarded. This includes subcontractors who are working on existing projects and are already enrolled in the OCIP program.

Error! Objects cannot be created from editing field codes. **Form-4**

On-Site Payroll Report - Form 4
Numbers reference attached instructions

MTA OCIP

Complete a Separate Form for Each Subcontract with Maryland Transit Administration. Your report is due not later than the 10th day of each month. Delay in providing this report may result in payments being withheld.

A. REPORT IDENTIFICATION

Period Beginning: ¹ _____ Period Ending: ² _____ Year: ³ _____
Subcontractor: ⁴ _____
Under Contract with: ⁵ _____
Contract #: ⁶ _____

B. ACTIVITY REPORT

^a State	^b workers' compensation Class Code	^c Work Description	^d Man-Hours	^e Gross Payroll	^f Reportable Payroll *
1					
TOTALS:			²	³	⁴

* Do not include premium (excess) overtime wages, use straight time wage rates only. You must also comply with all rules set forth by the Workers Compensation Bureau in the state in which the work is performed.

C. ADDITIONAL DATA REQUIREMENTS :

1. _____
2. _____
3. _____

D. Signature Block : I verify the information presented above and attachments are correct:

Name: _____ Date: _____
(please print)
Title: _____ Signature: _____

CHECK IF THIS IS YOUR LAST PAYROLL REPORT. COMPLETE AN AON FORM-5 "NOTICE OF WORK COMPLETION" AND INCLUDE WITH THIS PAYROLL REPORT.

Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

Mail or Fax to: **Ed McDuffie**
Aon Risk Services, Inc. of DC
1120 20th Street NW, Suite 600
Washington, DC 20036-3406
Or Email: ed_mcduffie@ars.aon.com

Fax # (202) 429-8530
Phone # (202) 429-8513

Error! Objects cannot be created from editing field codes. **Form-4**

**On-Site Payroll Report - Form 4
INSTRUCTIONS**

MTA OCIP

Page 2 of 2

The Subcontractor and every Subcontractor of any tier performing work at the Project Site for each Subcontract awarded must complete this form each month. The Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Subcontractors will be responsible for the submission of this form by their lower tier Subcontractors. Aon Risk Services can forward a supply of these forms to your company upon request.

A. Report Identification

- 1 Fill in the month and day for the beginning of the period you are reporting on.
- 2 Fill in the month and day for the ending of the period you are reporting on.
- 3 Fill in the year that applies to the reporting period.
- 4 Enter the name of your firm.
- 5 If you are a lower tier Subcontractor, identify the name of the firm you are contracted with. If you are a Subcontractor enter N/A
- 6 Provide your Subcontract Number

B. Activity Report

- 1 For each workers' compensation Class Code that applies to work performed during the reporting period, provide the following information:
 - a Identify the state in which the work was performed.
 - b Identify the workers' compensation Class Code that applies to the work performed during the period. (Most states use a four digit No.)
 - c Provide a brief description of the work by class code.
 - d Identify the number of Man-hours worked by your employees for each applicable class code.
 - e Provide the Gross Payroll paid to your employees. This should include overtime pay and vacation pay.
 - f Determine the Reportable Payroll. Reportable Payroll does not include the premium portion of any overtime pay (i.e. 45 hours X \$10.00/hr = 450.00 *do not include the premium overtime pay of \$5.00 for the 5 hours of overtime*)
- 2 Total the Man-hours provided on the payroll report.
- 3 Total the Gross Payroll provided.
- 4 Total the Reportable Payroll.

c. Additional Data Requirements: If questions are listed in this section of the form, they are unique to this project. Please refer to the Insurance Manual.

d. Signature Block: This form must be signed by a representative of your company with the authority to Verify the information is correct.

Note: Information can be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

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Form-5

NOTICE OF WORK COMPLETION

Numbers reference attached instructions

MTA OCIP

Page 1 of 1

Contractor Name: _____ 1

Contract #: _____ 2

Description of Work Performed: _____ 3

Date Work Completed: _____ 4

Date this Subcontract Completed: _____ 5

The following lower tier Subcontractors have completed their Work at the Project site: *(Add attachment if more space is needed)*

a Subcontractor's Name	b Contract Number	c Description of Work	d Date Completed
6			

Location of your payroll records *(Receipt of this form will initiate the payroll audit process):*

Address: _____ 7

State, City Zip Code: _____

Contact/Phone #: _____

The undersigned acknowledges request for termination of coverage under the OCIP as of the date indicated above for the specified Contract. Should we return to the work Site, we will be working under our own insurance program and must provide MTA with a Certificate of Insurance showing our own coverage as detailed in our contract.

Signed by: _____ 8
Title _____ Date _____

Approved by: _____ 9
DAVIS Project Manager _____ Date _____

Mail or Fax to: Ed McDuffie
Aon Risk Services, Inc. of DC
1120 20th Street NW, Suite 600
Washington, DC 20036-3406
Or Email: ed_mcduffie@ars.aon.com

Fax # (202) 429-8530
Phone # (202) 429-8513

▪ This form will be completed and returned to the OCIP Administrator by the Contractor whenever work is completed for each Subcontract. This form will initiate the final payroll audit process for the Contractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.

- 1 ▪ Provide the name of the Contractor completing their work.
- 2 ▪ Enter the Subcontract number for the work being completed.
- 3 ▪ Provide a brief description of the work being completed.
- 4 ▪ Provide the Date the Work was completed.
- 5 ▪ Provide the Date the Subcontract was completed, if other than the work completion date.
- 6a ▪ Enter the name of each Subcontractor that performed work for you that has completed their work.
 - b ▪ Enter their Subcontract Number.
 - c ▪ Provide a brief description of their work.
 - d ▪ Provide the Date they completed their work.
- 7 ▪ Identify the physical location of where your payroll records are retained. Provide the Address, State, City, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information.
- 8 ▪ This form must be signed by a representative of your company with the authority to Verify the information is correct.
- 9 ▪ Have this form approved by the Project Manager for the Project site.

EXHIBIT D

SCHEDULE OF DEDUCTIBLES

CATEGORY	CLASSIFICATION	DEDUCTIBLE
Buildings	Fire Resistive/Non-Combustible	
	2 stories or less	\$10,000
	3 Greater than 3 stories	\$10,000
	Joisted Masonry	\$10,000
	Renovations - Non Structural - Structural	\$10,000 \$10,000
	Frame - New or Renovation	Refer
Bridges	Over Land Except	\$10,000
	Truss / Arch / Box Girder	\$25,000
	Over Water Except	\$25,000
	Truss / Arch / Box Girder	\$25,000
	Suspension, Cable Stayed & Movable Spans	Refer
Tunnels	Cut & Cover	\$25,000
	Hard Rock	\$100,000
	Soft Bore	\$250,000
Stations (Non-Building Work)	At Grade	\$10,000
	Elevated	\$10,000
	Below Grade	\$10,000
Infrastructure	Railwork / Roadbed / Crossings / Signalization / Electrification / Paving / Utility Relocations & Miscellaneous Work	\$10,000
Flood	Within 100-Year Flood Plain	\$250,000
	All other Flood	\$25,000 or Per Classification (Which- ever is higher)
Earthquake	All Earthquake	\$25,000 or Per Classification (Which- ever is higher)
Delay in Completion	Bridges & Tunnels	1 - Day for Each Month of Construction Term (Minimum 15 Days)
	All other Categories	10 - Days
Rolling Stock Overhaul	Passenger Cars	\$10,000
	Passenger Cars in Transit / Rail Testing	\$100,000