



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION
Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **Addendum No. 3**
Contract No.: T-1367
Ancillary Agency Wide General Construction (Repairs, Maintenance & Minor Construction)

DATE: July 26, 2013

Enclosed and effective this date is Addendum No. 3 to the subject Contract. This change revises the Bid Opening Date to August 8, 2013, 2:00 p.m., 6 St. Paul Street, Baltimore, MD 21202, Conference Room # 742.

A conformed copy of the revised specification sections is attached. Also attached is a list of the changes made to this solicitation.

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,

A handwritten signature in blue ink that reads "Vanessa Ashe".

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

Acknowledgement of receipt of ADDENDUM # 3 to Solicitation #T-1367

Vendor Name: _____

Authorized Representative's Signature

Date

REVISION LIST

ADDENDUM NO.: 3
DATE: July 26, 2013
CONTRACT NO.: T-1367

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of Ancillary Agency Wide General Construction (Repairs, Maintenance & Minor Construction), Contract No.: T-1367.

Item No.	Page	Modification
I. CONTRACT SPECIFICATIONS		
1		Cover Page - Added Disadvantaged Business Enterprises language at the bottom of cover page.
2	TOC 2 of 3	Table of Contents – Included 4 new documents: <ul style="list-style-type: none"> - Certification Regarding Investment Activities in Iran - Location of the Performance of Services Disclosure - Mercury Affidavit - Conflict of Interest Affidavit and Disclosure
NOTICE TO CONTRACTORS		
3	NTC 1 of 8	Section 4 – Bid Due Date & Time <ul style="list-style-type: none"> - Revised Bid Due date to August 8, 2013.
4	NTC 2 of 8	Section 8 – Bid Bond <ul style="list-style-type: none"> - Revised language
5	NTC 3 of 8	Section 9 – Payment & Performance Bonds <ul style="list-style-type: none"> - Revised language - The Section “Payment & Performance Bonds” is re-numbered “9”. - Revised the percent for the payment bond from “50%” to “100%”.
6	NTC 3 of 8,	Section 10 Award(s) <ul style="list-style-type: none"> - Revised language - The Section “Awards” is re-numbered “10”. - Deleted the words “sample”
7	NTC 4 of 8, Section 11	Section 11 – Electronic Funds Transfer <ul style="list-style-type: none"> - Electronic Funds Transfer is re-numbered “11”
8	NTC 6 of 8	Section 16 – Suspension and Debarment Certification <ul style="list-style-type: none"> - Re-numbered “Suspension and Debarment Certification” Section 16.
9	NTC 6 of 8	Section 17 – Investment Activities in Iran Act (new) <ul style="list-style-type: none"> - Added “Investment Activities in Iran Act”. - All following sections are re-numbered in sequence.
BID FORM		
10	BF 1 of 9	“Bid Opening Date” - Revised to August 8, 2013 .

Item No.	Page	Modification
11	BF 3 of 9	Added new items g thru j to be included in “Bid Package”
12	C 1 of 2	Contract Agreement – Included new second and third paragraphs.
13	IRAN 1	Included new form “ Certification Regarding Investments in Iran ”
14	LPSD 1	Included new form “ Location of the Performance of Services Disclosure ”
15	MA 1	Included new form “ Mercury Affidavit ”
16	CIAD	Included new form “ Conflict of Interest Affidavit and Disclosure ”
		SPECIAL PROVISIONS
17	SP-2	Section 1.02. - B.1 – Revised language
18	SP-2	Section 1.02, Contract Description, Basis of Award, Prosecution, and Liquidated Damages - C. Prosecution – Revised language
19	SP-3	Section 1. 02, Contract Description, Basis of Award, Prosecution, and Liquidated Damages - C.1, C.2, C.3 and C.4 – Revised language
20	SP-5 - 6	Section 1.04, Ordering - C.3, C.4 and C.6 – Revised language
21	SP-11	Section 1.16, Performance & Payment Bonds -
		SUPPLEMENTARY GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS (SGP)
22		Cover Page – Replace
23	SGP – 39	SGP-9.05 - Subcontractors – Prompt Payment - “F” – Added new paragraph
24	SGP – 47	SGP-10.08 – Termination - “B” – Added new paragraph (replace pages 47 thru 56)
25	Appendix C	FEDERAL WAGE RATES – Replace new wage rates for Anne Arundel, Baltimore, Howard Counties and Baltimore City.

**ANCILLARY/AGENCY WIDE GENERAL CONSTRUCTION
(Repairs, Maintenance and Minor Construction)**

CONTRACT NO. T-1367

CONTRACT SPECIFICATIONS BOOK

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

**Ancillary/Agency Wide General Construction
(Repairs, Maintenance & Minor
Construction)**

CONTRACT NO.: T-1367

DATE: August 29, 2012

1. DESCRIPTION OF WORK

The work to be performed under this contract includes the furnishing of services necessary for the accomplishment of miscellaneous construction, repairs/rehabilitation, and maintenance work for the Administration's Facilities located throughout the State. Work will include but is not limited to overall improvements to and/or rehabilitation of existing MTA Facilities, including Bus, Metro, Light Rail, MARC and Freight Rail.

2. PRE-BID MEETING

A Pre-Bid meeting for the purpose of explaining the Project will be held on September 18, 2012 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 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, 2012 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-1367 - Ancillary/Agency Wide General Construction (Repairs, Maintenance and Minor Construction)", will be received at the above address until but not after 2:00 P.M. local time, August 8, 2013. 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 web site located at www.mta.maryland.gov. Bidders will be required to register the first time specifications are downloaded and a login number will be assigned. This number should be used every time the bidder downloads the documents for this contract. Bidders must supply accurate information in order to receive notice of all subsequent addenda.

TO OBTAIN THE SPECIFICATIONS: Please visit MTA's website (www.mta.maryland.gov), follow the links for "Business" – "Procurement" - "Bids/Solicitations", and download the Specifications for this procurement.

TO OBTAIN THE DRAWINGS: e-mail Ms. 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, 7th floor, Baltimore, MD 21202.

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 for the First (1st) task only. A bid bond for subsequent tasks will not be required. 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. PAYMENT & PERFORMANCE BONDS

A performance and payment bond is required for all construction contracts in excess of \$100,000. The **performance bond** shall be in an amount equal to one hundred percent (100%) of the contract price. The **payment bond** shall be in an amount equal to one hundred percent (100%) of the contract price. In submitting a bid to this solicitation, the bidder acknowledges that it shall acquire the required payment and/or performance bond (s) per the task order. The failure to provide the required bond(s) shall place the bidders, as a contractor, in default of the contract and liable for any excess costs incurred by the State for re-procurement. The default results in the bidder, as a contractor, to be terminated for default on the contract in accordance with COMAR 21.07.01.11.

The Bond shall be on a form furnished by the MTA, underwritten by a surety authorized to do business in the State of Maryland, and in the amount specified by this solicitation. Upon receiving notification of contract award, the Contractor shall deliver the bond to the MTA no later than the time the Contractor executes the contract. 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 and COMAR 21.06.07.01

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 orders awarded.

10. AWARD(S)

The Maryland Transit Administration (MTA) intends to award multiple contracts (up to three (3) contracts) from this solicitation to the Bidders with the lowest responsive/responsible bids based on the First (1st) Task provided in this solicitation. The contractor submitting the lowest responsive and responsible bid, among the multiple Bidders selected for this contract, will be awarded the 1st

Task. The lowest bid amount for the 1st Task does not represent the total amount for which the contract will be awarded. Based on the current program, the MTA has a budget **Not To Exceed the value of \$15,000,000** for this solicitation and anticipates multiple awards from this IFB. The final amount of the contract will be determined by the total amounts of all tasks awarded to each contractor.

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.

11. 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.

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.

16. 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.

17. **INVESTMENT ACTIVITIES IN IRAN ACT**

State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012].

A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

Agencies must obtain a certification regarding investments in Iran from each bidder or offeror for new contracts and from each contractor seeking to renew an existing contract. Specifically, bidders, offerors, and renewing contractors have to certify that at the time the bid/proposal is submitted or the contract renewed that the company is neither identified on the Investment Activities In Iran list nor engaging in investment activities in Iran.

A company that cannot make the certification must supply the agency, under penalty of perjury, with a detailed written description of its investment activities in Iran.

False Certifications: If an agency, using credible information, determines that a company has submitted a false certification regarding its investments in Iran, the agency must notify the company and provide the company 90 days to demonstrate in writing that it is not engaged in investment activities in Iran. If the company fails to demonstrate that it is not engaged in investment activities in Iran in that time, the agency shall report the company to the Attorney General and to the Board of Public Works.

18. **CONTRACTOR'S QUESTIONNAIRE**

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

19. **INSURANCE REQUIREMENTS**

The Contractor and subcontractors are responsible for all insurance for the work on this job, including Worker's Compensation, General Liability, Excess and/or Umbrella Liability, Pollution Liability, Products Liability/Completed Operations and Automobile Liability. Railroad Protective Liability may also be required.

See "Insurance Requirements" in the Table of Contents for levels of coverage.

20. 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.

21. 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.

22. 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.

23. 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-1367

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

BID OPENING DATE:
August 8, 2013
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 construction, repairs/rehabilitation, and maintenance work for the Administration's Facilities located throughout the State. Work will include but is not limited to overall improvements to and/or rehabilitation of existing MTA Facilities, including Bus, Metro, Light Rail, MARC and Freight Rail.

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

6. The UNDERSIGNED hereby certifies that the _____
(Bidder's Name) / ___ / is, / ___ / is not (CHECK ONE) included on the GSA
list of Parties Excluded from Procurement. **AND**

The UNDERSIGNED hereby certifies that the _____
(Bidder's Name) / ___ / is, / ___ / is not (CHECK ONE) included on the List of
Contractors Suspended or Debarred from Contracting with the State of Maryland.

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

8. PARENT COMPANY

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

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

Name

Address

9. ARREARAGES

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

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

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

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

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

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

12. All bidders must submit with their bid the following documents, fully executed:

- a. Bid Bond in the Amount of \$ _____
Or 5% of the bid price (if applicable).
or
An Individual Surety Bid Bond in the Amount of
\$ _____ Or 5% of the bid price (if applicable) and a fully
executed Affidavit of Individual Surety (Attachment A) & Surety Affidavit
(Attachment B).
- b. Contractor's Questionnaire Pre-Award Evaluation Data
- c. Bid/Proposal Affidavit.
- d. Buy America Certificate.
- e. Certification Regarding Lobbying.
- f. Certified DBE Utilization and Fair Solicitation Affidavit (MDOT DBE – Form
A).
- g. Certification Regarding Investment Activities in Iran
- h. Location of the Performance of Services Disclosure
- i. Mercury Affidavit
- j. Conflict of Interest Affidavit
- k. DBE Participation Schedule (MDOT DBE–Form B).
- l. A signed copy of the Cover Letter for each Addendum issued by MTA.

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION
CONTRACT AGREEMENT

FOR

**ANCILLARY/AGENCY WIDE GENERAL CONSTRUCTION (REPAIRS,
MAINTENANCE & MINOR CONSTRUCTION)**

CONTRACTOR: _____ CONTRACT NO.: T-1367

_____ DATE: _____
(To Be Filled in by the Administration)

THIS CONTRACT, made and entered into as of the above date by and between the MARYLAND TRANSIT ADMINISTRATION ("MTA"), a modal agency of the Maryland Department Of Transportation acting for and on behalf of the State of Maryland, and _____, a _____ (hereinafter called "Contractor")

In the event of any discrepancy or dispute, the following is the order of precedence: (1) The Contract, (2) Specifications, (3) Drawings, (4) Supplementary General Provisions, and (5) General Provisions.

The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as MTA deems appropriate.

Contractor covenants and agrees to perform all obligations of Contractor set forth in this Contract and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Contract are hereinafter called "Contract Documents".

- * Exhibit A Contract Specification Book which includes the MDOT General Provisions, the MTA Supplementary General Provisions, and the Special Provisions
- * Exhibit B Contract Drawings
- * Exhibit C Addendum No. 0 to 0
- * Exhibit D Contract Affidavit

PERIOD OF PERFORMANCE: _____ Calendar Days from NTP

LIQUIDATED DAMAGES: \$ _____

COMPENSATION:

In consideration of the faithful performance of all of Contractor obligations hereunder, the Administration shall pay to Contractor the compensation specified in Exhibit "A" Bid Form.

Aggregate Contract Amount: \$ _____

ADDRESSES:

Contractor:

Administration:

Department of Transportation
Maryland Transit Administration
6 St. Paul Street
Baltimore, Maryland 21202-1614

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

WITNESS:

(Federal Tax ID Number)

(Signature)

(Printed Name)

(Title)

WITNESS:

Approved as to Form and Legal
Sufficiency:

MARYLAND TRANSIT ADMINISTRATION

(Signature)

(Printed Name)

(Title)

APPROVED BY BOARD OF PUBLIC WORKS

Assistant Attorney General

Date: _____ Item No.: _____

MARYLAND TRANSIT ADMINISTRATION

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certified that , in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and,
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This document **must** be included with the bid or offer.

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the bid or offer submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of bid or proposal submission, the bidder/offeror and/or its proposed subcontractors:

___ have plans

___ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the bidder/offeror or its proposed subcontractors, the bidder/offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the bidder/offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

MERCURY AFFIDAVIT

**AUTHORIZED REPRESENTATIVE
THEREBY AFFIRM THAT:**

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component.
Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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

_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

**SUMMARY OF WORK
SECTION 01000**

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

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

A. Contract Description:

The work to be performed under this contract includes the furnishing of services necessary for the accomplishment of miscellaneous construction, repairs/rehabilitation, and maintenance work for the Administration's Facilities located throughout the State. Work will include but is not limited to overall improvements to and/or rehabilitation of existing MTA Facilities, including Bus, Metro, Light Rail, MARC and Freight Rail. The general type of work that may be included in this contract includes, but is not limited to: site improvements or rehabilitation at above ground and underground stations, tunnels, vent shafts, bridges, culverts, retaining walls, misc. structures, parking lots; bus loops; bus lanes or bus stops; general asphalt pavement upgrades or improvements; general site or landscaping work; structural rehabilitation of cast-in-place reinforced concrete structures, precast pre-stressed concrete structures, structural steel structures, timber structures, and other structure types on MTA Facilities; building modifications and improvements; demolition of existing facilities; modifications and improvements to existing drainage structures; excavation, grading and trackwork construction as associated with any rehabilitation or improvement; and other miscellaneous types of work.

The main activities include but not limited to Concrete demolition and patching of spalled, hollow sounding or otherwise defective cast-in-place or precast, pre-stressed concrete. Injection of cracks in concrete members. Strengthening and/or replacement of existing structural steel beams, girders, columns, etc. Cleaning and painting of structural and ornamental steel members. Strengthening and/or replacement of timber beams, columns, ties, etc. Demolition of existing buildings and or facilities, and restoration of demolition

areas. Track rehabilitation, grade crossing replacement rehabilitation, etc. Performance of miscellaneous structural or safety related repairs. 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. New placement and/or replacement of landscaping, hardscape elements (pavers, lighting, benches, trash cans, etc.).

Also associated with each of these types of work and activities is all necessary mobilization, Quality Assurance and Quality Control, field facilities, including Engineer's Offices and temporary utilities, erosion and sediment control and any other item necessary to complete the assigned scope of work.

B. Basis of Award

1. MTA intends to award multiple contracts (up to three (3) contracts) from this solicitation to the Bidders with the lowest responsive/responsible bids based on the First (1st) Task provided in this solicitation. The contractor submitting the lowest responsive and responsible bid, among the multiple Bidders selected for this contract, will be awarded the 1st Task. The lowest bid amount for the 1st Task does not represent the total amount for which the contract will be awarded. Based on the current program, the MTA has a budget **Not To Exceed the value of \$15,000,000** for this solicitation and anticipates multiple awards from this IFB. The final amount of the contract will be determined by the total amounts of all tasks awarded to each contractor.
2. The MTA does not imply or guarantee that the Contractor will receive either the "*Grand Total*", price bid, or the "*Amount Budgeted*" during the life of this Contract. The Contractor will only be compensated for the actual work, satisfactorily completed and accepted, on a Task-by-Task and Item by Item basis, as required by the MTA and in accordance with the General Provisions, Supplementary General Provisions and the Special Provisions of this Contract.

C. Prosecution:

MTA reserves the right to solicit bids for tasks otherwise referred to as Orders for Services (OFS) from all successful bidders, during the prosecution of the contract and award the OFS to the lowest responsive/responsible bidder. A separate OFS for each specific project will be initiated for each task required to be performed under the contracts. After award of the Contract, the MTA will contact the winning contractors to request bids for subsequent tasks as needed. Each Contractor will be required to submit a DBE plan with their bid on each new OFS.

Contractors submitting a bid must adhere to and follow the instructions, procedures, and forms submission requirements outlined below.

1. **Required DBE Forms for the First (1st) Task:** All bidders are required to submit **MDOT/DBE Form A** Federally-Funded Contracts (Bids Only) Certified DBE Utilization and Fair Solicitation Affidavit and

MDOT/DBE Form B Federally-Funded Contracts (Bids Only) DBE Participation Schedule, with their initial bid in response to this IFB. Form A commits the Contractor to attempting to achieve the DBE goal established for this procurement over the term of the Contract. Form B identifies the specific certified DBE firms who will be relied upon for subcontractable work for the First Task ONLY. Once Forms A and B have been reviewed and approved by the MTA Office of Fair Practice (OFP) for compliance with certification requirements, the contractor submitting the lowest responsive, responsible bid will be notified and the following forms shall be submitted:

- a. **MDOT/DBE Form C** Federally-Funded Contracts (Bids Only) Outreach Efforts Compliance Statement and
- b. **MDOT/DBE Form D** Federally-Funded Contracts (Bids Only) Subcontractor Project Participation Affidavit

2. **Required DBE Forms for Subsequent Orders For Services (OFS):** When bidding on subsequent OFS, Contractors are required to submit MDOT/DBE Form B with their bid. Failure to submit MDOT/DBE Form B with the bid for an OFS at the time of bid may result in the Contractor's bid being deemed nonresponsive. Form B identifies the specific certified DBE firms who will be relied upon for subcontractable work for the current OFS bid only. Once Form B has been reviewed and approved by the MTA Office of Fair Practice (OFP) for compliance with certification requirements, the contractor submitting the lowest responsive, responsible bid will be notified and the following forms shall be submitted:

- a. **MDOT/DBE Form C** Federally-Funded Contracts (Bids Only) Outreach Efforts Compliance Statement and
- b. **MDOT/DBE Form D** Federally-Funded Contracts (Bids Only) Subcontractor Project Participation Affidavit

3. The Contractor must submit the DBE form(s) as required above even if they intend to submit 0% DBE participation. If a Contractor does not intend to obtain any DBE participation for a particular task (0% DBE), the Contractor must submit written correspondence to the issuer of the request for OFS explaining why 0% achievement is appropriate and identifying specifically what steps were taken to determine that 0% was appropriate. This correspondence, when applicable, must be submitted with the bid along with MDOT/DBE Form B.

4. The initial DBE goal is an overall goal for the entire contract and should not be construed as the same goal for each OFS; however, Contractors are responsible for maximizing DBE opportunities for each OFS.

5. Tasks will be awarded to the lowest responsive and responsible bidder.

6. A performance and payment bond is required for all construction contracts in excess of \$100,000. The performance bond shall be in an amount equal to one hundred percent (100%) of the contract price. The payment bond shall be in an amount equal to one hundred percent (100%) of the contract price.

7. The contractor shall acquire the required payment and/or performance bond (s) for the First (1st) task and all subsequent task orders. The failure to provide the required bond(s) shall place contractor in default of the contract and liable for any excess costs incurred by the State for re-procurement. The default results in the bidder, as a contractor, to be terminated for default on the contract in accordance with COMAR 21.07.01.11.
8. 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 for the First (1st) task only. A bid bond for subsequent tasks will not be required.
9. The Administration reserves the right to request of the apparent low bidder for each task a schedule of values for any lump sum items or prices contained within their bids. The schedule of values is a breakdown, by quantity and unit price, of the cost of these items.
10. The time for duration of this Contract will commence on the date of the Notice to Proceed. The duration of this Contract shall be for **five (5)** years, following the date of the Notice to Proceed.
11. The Contractor shall commence work on receipt of the first OFS and prosecute said work diligently and complete the entire work specified in each OFS received within the time indicated therein. Orders for Services issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the OFS, and the rights and obligations of the Contractor shall be governed by the terms of the Contract to the same extent as if completed during the effective period of the Contract. The time for completion in each OFS shall include final clean up.
12. Payment for materials and/or services requested by the Administration and purchased under the Contract shall be the sum of:
 - a. Actual cost incurred, i.e., submittal of an approved paid invoice, plus
 - b. A single charge, regardless of tier, for material handling not to exceed ten percent (10%) on each invoice.
11. On occasion, the Administration may require specialized work or specific subcontractors. The Prime Contractor shall be responsible for ensuring that all requirements of the Contract are met and for informing the subcontractor of the relevant requirements. When the Administration directs that a particular sub-contractor is to be used, payment shall be based on the sum of:
 - a. Actual costs incurred, i.e., submittal of an approved detailed invoice from the particular subcontractor.
 - b. A single administrative charge, regardless of tier, not to exceed ten percent (10%) on each invoice.

12. The Contractor shall submit for each OFS, a monthly Progress Payment Request for the services actually performed during the period according to the schedule of values identified within the approved OFS.

D. Liquidated Damages:

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

1.03 INSURANCE AND INDEMNIFICATION

See Table of Contents for “Insurance Requirements”.

1.04 ORDERING

- A. Services or supplies to be furnished under this Contract shall be ordered by the issuance of an OFS by the Engineer or his designated representative. Each OFS will bear a unique number.
- B. Each OFS issued is subject to the terms and conditions of this Contract. This Contract shall control in the event of conflict with any such order.
- C. The manner of preparation and execution of the OFS by the Engineer and the Contractors will be as follows:
 1. The Engineer or his designated representative shall provide to the Contractors a Request for Bid Package.
 2. The Engineer or his designated representative will transmit this package to the Contractors by letter, attaching all pertinent Drawings, Specifications and relevant information.
 3. For each Order for Services, the Contractors shall provide a bid with all documents and information as required herein and in the Administration’s Request for Bid Package, to include the following at a minimum:
 - (a) Completed Bid Form as provided with the Request for Bid Package.
 - (b) DBE Plan as required by SP 1.02 (C).

- (c) Evidence of sufficient bonding as required by SP 1.02 C.6 thru C.8.
- 4. The Contractors shall return the signed bid to the Engineer or his designated representative within five (5) working days of receipt or as defined in the Request for Bid Package. Contractors should note that in the event of an emergency, the Administration reserves the right to significantly shorten this period as it deems necessary to address the emergency.
- 5. The Engineer or his designated representative will review each Contractors bid.
- 6. Tasks will be awarded to the lowest responsive and responsible bidder as determined by the Administration. Once the task is awarded, the Contractor will proceed with the work in accordance with the approved OFS, but not before issuance of Notice to Proceed.
- 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 original scope and do not incur expenses above the ceiling price of the approved OFS until directed to do so by the Engineer or his designated representative.
- 9. If necessary, the OFS will be modified appropriately, or a second order will be issued.
- 10. Failure to promptly notify the Engineer or his designated representative of any changed conditions and situations may result in a denial of any additional cost claimed by the Contractor.

1.05 INSPECTION AND ACCEPTANCE

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

1.06 SPECIFICATIONS AND DRAWINGS

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

1.07 WORK TO BE PERFORMED BY THE CONTRACTOR

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

1.08 AUTHORIZED REPRESENTATIVE OF THE ADMINISTRATION

- A. The work will be conducted under the general direction of the Engineer. The Engineer is authorized to undertake the following actions:
 - 1. Inspection of the work for compliance with the Contract.
 - 2. Issuance of orders to stop and/or resume work where such orders are authorized by the Contract (excluding suspension of work under GP-8.07, Suspension of Work, of the General Provisions).
 - 3. Preparation of the Administration estimate for OFS modifications.
 - 4. Modification of the Contract and Order for Services in accordance with GP-4.06, Changes, of the General Provisions, in each instance not to exceed the dollar amount authorized by the Engineer or his designated representative by separate correspondence, including the preparation of and furnishing to the Contractor sketches and clarification within the limitation.
 - 5. Preparation and signing of payment estimates. (In those cases releasing retained percentage or remitting liquidated damages, the Engineer will make his recommendations thereon in writing to the Procurement Officer.)
 - 6. Approval of the Contractor's shop drawings, working drawings, materials, equipment and operations and storage areas.
 - 7. Approval of the Contractor's progress schedule.
 - 8. Approval of Subcontractors and Vendors.
 - 9. Direct and approve the Contractor's purchase of specialized equipment necessary for completion of the contractual work.
 - 10. Issue Orders for Service within the limits authorized by the Procurement Officer.

- B. The presence or absence of the Engineer or his inspectors will not relieve the Contractor from the requirements of the Contract.
- C. Upon failure of the Contractor to comply with any of the requirements of the Contract Drawings, Specifications, or other contract documents, the Engineer may stop any operation of the Contractor affected by such failure until the failure is corrected. Time lost during such work stoppage will be regarded as contract time for which no extension will be granted and no increase in cost to the Contractor caused by the stoppage shall be subject to claim against the Administration.
- D. The authorized representatives of public and private utilities, and other agencies, have the right to inspect their facilities, communicating through that Engineer as follows:
 - 1. Inspection or supervision of work by utility forces and utility's Contractors.
 - 2. Inspection of work by Administration Contractors on, or adjacent to, utility facilities.
 - 3. Access to the site of construction and the right to inspect all project works by the US Government.
- E. In the event that the Contractor's work endangers utility property or facilities, the utility's representative shall immediately inform the Engineer of the impending hazard. When time does not permit this action, the utility representative is authorized to stop such work until the Engineer is present, or until safety of the utility property is ensured. Any such stop order is to be delivered to the Contractor's representative in writing (any handwritten note with date, time and inspector's signature is acceptable), and the Contractor shall report in writing and explain the stop order to the Engineer at the earliest opportunity.
- F. Highway and roadway facilities, which may be affected by the Administration's rail facilities construction, are considered for the purpose herein as utility facilities.

1.09 SUBCONTRACTS

- A. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by trade.
- B. The Contractor shall not enter into subcontracts totaling in amount more than the percentage of the total contract price permissible under the requirements of Article 1.07 of the Special Provisions, "Work to be performed by the Contractor", without written permission from the Engineer.
- C. Before entering into any subcontracts, the Contractor shall submit a written statement to the Engineer or his designated representative giving the name and address of the proposed subcontractor, the portion of the work and material which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past

experience, and financial resources to perform the work in accordance with the terms and conditions of the Contract.

- D. The Engineer or his designated representative will notify the Contractor, within ten (10) days, if the proposed subcontractor is qualified. If the determination is to the contrary; however, the Engineer or his representative will, within ten (10) days, notify the Contractor who may thereupon submit the name of another proposed subcontractor, unless he decides to do the work himself.
- E. The Engineer's approval of the subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities. The Contractor shall be solely responsible to the Administration for the acts of defaults of his subcontractors and of such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent and employees of the Contractor to the extent of his subcontractor. The Contractor shall be responsible for the coordination of the work of the trades, subcontractors and material.
- F. No subcontractor shall be permitted to perform work at the site until the subcontractor is authorized by the Engineer.
- G. The Contractor shall promptly, upon request, file with the Engineer a conformed copy of the subcontract, with the price and terms of payment deleted.
- H. The Administration reserves the right to specifically designate specialized contractors to be utilized in such portions of the contract work that requires a high degree of specialization. Such areas of specialized work will be determined by the Administration.
- I. When adding a DBE subcontractor, the Contractor must submit to the Engineer a DBE Plan, as described under Article 1.02C.3 and 1.02.C.4 entitled "Required DBE Forms for the Subsequent OFS" of these Special Provisions.

1.10 PAYMENTS

- A. This Article augments GP-9.02 and SGP-9.02, Force Account Work of the General Provisions and Supplementary General Provisions. Progress payment equal to the value of work performed may be made monthly on estimates approved by the Engineer as set forth in this Article. Upon payment therefore, title to the property shall rest in the Administration. The Contractor shall notify the Administration when all work is complete. Final payment will be made after final acceptance.
- B. The Contractor shall submit for each OFS, a monthly Progress Payment Request for the services actually performed during the period.

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

- A. To support payment for the work performed, the Progress Payment Request submitted therefore shall contain a Certification by the Contractor that the man-hours, materials and equipment costs indicated thereon were the actual number of man-hours expended and material and equipment costs for the specific order for which the Progress Payment is submitted.

- B. Upon the completion of each order, the Engineer shall have the right to examine the Contractor's records for the purpose of verifying the number of direct man-hours, material cost and equipment utilized in the performance of the work.
- C. Any discrepancies found shall be reclaimable pursuant to GP-7.26 of the General Provisions.

1.12 LIMITATION OF FUNDS

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

1.13 INDEFINITE QUANTITY

- A. This is an indefinite quantity Contract for supplies and services for the period specified. Delivery or performance shall be made only as authorized by orders issued in accordance with SP 1.04, Ordering.
- B. The Administration may issue orders which provide for performance at multiple destinations.

1.14 SPECIAL REQUIREMENTS

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

1.15 PERIOD OF PERFORMANCE

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

1.16 PERFORMANCE & PAYMENT BONDS

A performance and payment bond is required for all construction contracts in excess of \$100,000. The **performance bond** shall be in an amount equal to one hundred percent (100%) of the contract price. The **payment bond** shall be in an amount equal to one hundred percent (100%) of the contract price. In submitting a bid to this solicitation, the bidder acknowledges that it shall acquire the required payment and/or performance bond (s) per the task order. The failure to provide the required bond(s) shall place the bidders, as a contractor, in default of the contract and liable for any excess costs incurred by the State for re-procurement. The default results in the bidder, as a contractor, to be terminated for default on the contract in accordance with COMAR 21.07.01.11.

The Bond shall be on a form furnished by the MTA, underwritten by a surety authorized to do business in the State of Maryland, and in the amount specified by this solicitation. Upon receiving notification of contract award, the Contractor shall deliver the bond to the MTA no later than the time the Contractor executes the contract. 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 and COMAR 21.06.07.01

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 orders awarded.

1.17 CONTRACTOR'S AUTHORIZED REPRESENTATIVE

- A. Before starting work, the Contractor shall designate in writing the name, title, qualifications and experience of his proposed representative who, upon approval by the Procurement Officer, shall have complete authority to represent and act for the Contractor. The representative shall be authorized to receive and execute instructions from the Engineer. The Contractor's representative shall supervise and direct the construction. Such representative will not be required to be on the site of work at all times but shall be available when required by either the Engineer or requirements of the work.
- B. If the performance of the Contractor's authorized representative is not satisfactory to the Engineer, he shall be replaced by the Contractor within ten (10) days following notification.
- C. No separate payment will be made for the Contractor's authorized representative. The costs thereof will be covered by inclusion in the unit price schedule for all trades involved.

**SECTION 01011
CONSTRUCTION PROCEDURE****1.01 LAYOUT OF WORK:**

- A. The Engineer will establish reference points to enable the Contractor to proceed with the work. Promptly notify the Engineer if it is found that any previously established reference points have been destroyed or displaced.
- B. Lay out the work from base lines and bench marks indicated on the Contract Drawings and make all measurements in reference thereto. Furnish all stakes, templates, platforms, equipment, tools, and materials, and labor as may be required in laying out any part of the work from the base lines and bench marks established by the Engineer. Perform the work to such lines and grades as are shown on the Contract Drawings.
- C. It shall be the responsibility of the Contractor to protect all monuments, stakes, and marks provided by the Engineer. If any such reference points are damaged by Contractor, they will be replaced by the Engineer at the Contractor's expense.

1.02 DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE:

- A. Unless otherwise specified, make arrangements for disposing of waste and excess materials outside the work site and pay all costs therefore.
- B. Prior to disposing of material outside the work site, obtain written permission from the owner on whose property the disposal is to be made. File with the Engineer said permit, or a certified copy thereof, together with a written release from the property owner absolving the Administration from any and all responsibility in connection with the disposal of material on said property.
- C. When material is to be disposed of as provided in Article 1.02.B herein and the disposal location is visible from an Administration System track or a highway, dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

1.03 WORK BY OTHERS:

- A. During progress of the work under this Contract it may be necessary for other contractors and persons employed by the Administration to work in or about the project. The Administration reserves the right to put such other contractors to work and to afford such access to the site of the work to be performed hereunder at such time as the Administration deems proper. The Contractor shall not impede or interfere with the work of such other contractors or persons engaged in or about the work and shall so arrange and conduct his work at the earliest date possible. The cooperation of the Contractor with other contractors is mandatory.
- B. The exercise of such reserved right aforesaid by the Administration to permit other contractors and persons to do work in or about the contract area shall in no way, nor to any extent, relieve the Contractor from liability for all loss and damages to the work due to or resulting from his operations.

- C. The Engineer will decide any disputed questions regarding the performance of the work, access to and cleaning up of the site and priority of performance between the various contractors.
- D. The Contractor shall cooperate with all other contractors requiring access to the work, regarding access to the site, maintenance of security, temporary facilities, cleaning of the site and like matters requiring common effort.
- E. When transportation services, or any other activities, of the Administration are to be disrupted, the Contractor shall provide such advance notice as determined by the Engineer.

1.04 AIR, WATER AND NOISE POLLUTION

- A. The Contractor shall use every effort and every means possible to minimize noises caused by his operation, which the Engineer may consider objectionable. The Contractor shall provide working machinery and equipment designed to operate with the least possible noise, and when gearing is used, such gearing shall be of a type designed to reduce noise to a minimum. Compressors shall be equipped with a filter that reduces noise on intake lines. All gas or oil-operated equipment shall be equipped with silencers or mufflers on exhaust lines. Wherever practicable, electricity shall be used for power to reduce noise, unless otherwise stipulated in the specifications.
- B. The Contractor shall conduct his operation in a manner to minimize pollution of the environment surrounding the area of work by every means possible.
- C. The Contractor shall at all times control the generation of dust by his operations in the buildings and in other construction and storage area. Control of dust is mandatory and shall be accomplished by water sprinkling or by other methods approved by the Engineer.
- D. In achieving the aforementioned air, water and noise pollution goals, the Contractor shall comply with the Clean Air Act (42 USC 1857), Federal Water Pollution Control Act (33 USC 1251), Executive Order No. 11738, and Environmental Protection Agency (EPA) Regulations (40 C.F.R. Part 15) as well as any other applicable federal, state or other governmental jurisdiction laws or regulations.

1.05 FLAMMABLE MATERIALS

- A. Absolutely no flammable liquids will be permitted in any underground facility such as tunnels, vent shafts and certain areas of underground (subway) stations. No gasoline-powered equipment will be permitted in those areas. The Contractor may use electricity for power when practicable. Diesel-powered equipment will be permitted in those areas.

1.06 PARKING AREAS

Parking facilities for the Contractor's and his subcontractor's personnel shall be the Contractor's responsibility.

**SECTION 01300
SUBMITTALS****1.01 SHOP DRAWINGS**

When required by the type of work prescribed on the OFS, the Contractor shall submit five (5) copies of shop drawings to the Engineer for approval. These drawings shall be complete and have sufficient detail to define the work required. When approved, the Engineer will return three (3) sets of drawings to the Contractor within ten (10) days.

1.02 SAMPLES

When the work involved in an OFS requires samples, the procedures to be followed are:

- A. Furnish for approval of the Engineer samples required by the pertinent specifications or requested by the Engineer. Pre-pay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by Engineer.
- B. Label each sample indicating:
 - 1. Name of Project and Contract Number;
 - 2. Name of Contractor and subcontractor;
 - 3. Material or equipment represented;
 - 4. Source;
 - 5. Name of producer and brand;
 - 6. Specification section;
 - 7. Location in project;
 - 8. OFS Number.

**SECTION 01500
TEMPORARY FACILITIES**

1.01 AVAILABILITY OF UTILITY SERVICES

- A. Utilities shall consist of the electricity, water and sewage required to perform a specific OFS.
- B. All temporary services shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner, satisfactory to the Engineer and shall be removed by the Contractor in like manner prior to final acceptance.
- C. The Contractor shall determine the need for temporary utility services required by him and shall make all the arrangements with Utility Company and Governmental Agencies to secure such agencies. All costs incurred shall be reimbursed by the Administration. Where available, Administration utility services must be utilized.
- D. All work shall comply with the applicable Code, Regulation of Law.
- E. Existing sanitary facilities will be made available for the Contractor's use. If such facilities are not available at or near the site of the work, the Contractor will make other arrangements such as chemical toilets. Costs incurred thereby will be reimbursed by the Administration. Any facilities supplied by the Contractor shall comply with the OSHA provisions.

1.02 PROTECTION OF EXISTING FACILITIES

- A. The Contractor shall be responsible for protecting all existing structures against damage caused by his operation. If at any time, in the opinion of the Engineer, proper precautions are not being taken to secure this protection, the Contractor shall install and maintain such additional protection as may be directed by the Engineer.

1.03 MAINTENANCE AND CONTROL OF TRAFFIC

- A. Do not allow operations to interfere with vehicular and pedestrian traffic on the streets or at the sites at any time.
- B. Schedule operations such that there will be no interference with Rail Operations and minimum interference with bus operations.

1.04 WORK AND STORAGE AREAS

Minimum spaces will be available for the Contractor. It will be imperative that the Contractor coordinate with the Engineer prior to commencing his operations.

1.05 SAFETY REQUIREMENTS

- A. The Contractor shall be responsible for ensuring that the most stringent provisions of statues and regulations of the State of Maryland, or political subdivision in which the work is being performed pertaining to the safe performance of the work are observed. Further, that the methods of performing the work do not involve undue danger to the personnel employed thereon, the public, and public and private property. Should charge of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the Engineer.
- B. The Contractor shall assign to the work a Safety Superintendent who has specialized training and experience in construction safety supervision, and is acceptable to the Engineer. The Safety Superintendent may be the project foreman or an employee normally on the site of the work, who has a Red Cross First Aid Certificate, with the added duty of supervising the safety of persons on/or about the work site.

1.06 SAFETY

Supervisory personnel, including foremen, who will be working on or near MTA operational rail facilities on a regular basis shall be required to complete a safety course prescribed by MTA and the appropriate Railroad where applicable (CSXT, AMTRAK, WMATA). This course will acquaint them with safeguarding against hazards associated with an operational electrified railroad. In addition, the Contractor will be required to hold brief (5-10 minute) “tool box safety briefings” daily to keep employees aware of their responsibilities to protect themselves and the system.

SUPPLEMENTARY

GENERAL PROVISIONS FOR

CONSTRUCTION

CONTRACTS

FEDERALLY FUNDED PROJECTS ONLY

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the drawings and specifications, subject only to such express limitations as may be stated in the specifications defining the item or prescribing payment therefor.

The contract prices shall include full compensation for all costs of any work, materials, equipment required by the drawings and specifications at the time of contract award, but not covered by a contract price or otherwise expressly made the subject of direct payment.

SGP – 9.05 Subcontractors – Prompt Payment

A. The Contractor is responsible for making timely payments to all subcontractors and suppliers as required in the State Finance and Procurement Article of the Annotated Code of Maryland, Section 15-226. The Contractor also shall comply with the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Section 17-106.

B. This contract and all subcontracts issued under this contract are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. In paragraphs C—E below, the terms "undisputed amount", "prime contractor", "contractor", and "subcontractor" have the meanings stated in COMAR 21.10.08.01.

C. A contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 days after the contractor receives a progress payment or final payment for work under this contract.

D. If a contractor fails to make payment within the period prescribed in §B, a subcontractor may request a remedy in accordance with COMAR 21.10.08.

E. A contractor shall include in its subcontracts for work under this contract, wording that incorporates the provisions, duties, and obligations of §§A—D, State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

F. A contractor shall include in any contract entered into with a subcontractor to complete the work under this Contract a clause obligating the contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Administration's payment to the contractor. Failure to comply with the provision may result in the Administration delaying or postponing the payment of retainage to the contractor or other remedies deemed appropriate by the Administration.

* * * * *

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, except to the extent that the federal government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws and regulations, and follow applicable Federal directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The Contractor shall include this clause in each subcontract and purchase order issued under the Contract. It is further agreed that the clause shall not be modified, except to identify the parties who will be subject to its provisions.

SGP – 10.06 MTA Affirmative Action Requirements (GP-7.29)

A. Copies of the MTA Affirmative Action Requirements are available at the Mass Transit Administration, Office of Equal Opportunity, 6 St. Paul Street, 5th Floor, Baltimore, Maryland 21202-1614.

B. Bid conditions of the MTA Affirmative Action Requirements are included in the Contract Specifications Book. The Contractor shall submit signed copies of the required exhibits which are included in the Bid Documents.

SGP – 10.07 Prohibited Interest

No member, officer, or employee of the Administration or of any local public body during his tenure and for a period of one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

SGP – 10.08 – Termination

A. If the Federal Government suspends or terminates all or any part of the Federal assistance for this Contract, the Administration may suspend work under or terminate the Contract, in whole or in part, under the suspension or termination provision of the Contract that the Administration deems to be applicable in the circumstances.

B. The Contractor shall not terminate a Disadvantaged Business Enterprise ("DBE") subcontractor for convenience and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the prior written consent of the procurement officer.

SGP – 10.09 Labor Provision (GP-7.30B, SGP-7.09)

A. To the extent that the Contract involves construction activities, the Contractor shall to comply and assure the compliance of each subcontractor and other participant at any tier of the Project, with the following federal laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 *et seq.*, pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and

(3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3.

B. To the extent that the Contract concerns activities that do not involve construction, the Contractor shall comply and assure the compliance of each subcontractor and other participant at any tier of the Project with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

C. During the performance of this Contract, the Contractor shall comply with the following provisions:

1. Minimum Wages

- a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered

wages paid to such laborers or mechanics, subject to the provisions of Article SGP-10.09A.4. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Article SGP-10.09D. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under Article SGP-10.09.A.2. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The Administration shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Administration shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- ii. The classification is utilized in the area by the construction industry; and
- iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Administration do not agree on the proposed classification and wage rate (including the amount

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2. (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and Basic Records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of

three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) (SGP-10.09A.4.) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed two (2) copies of all payrolls to the Administration within seven (7) days after the regular payroll date. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5 (a) (3) (i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without

weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(i) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Article SGP-10.09C.2. (b) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. The Contractor or subcontractor shall make the records required under Article SGP-10.09C.1. of the section available for inspection, copying or transcription by authorized representatives of the U.S. DOT or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainee

a. Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees

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

the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive order 11246, as amended, and 20 CFR Part 30.

5. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. DOT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Administration, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

- a. By entering in this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1).
- c. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- d. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Overtime Requirements

Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

12. Violations; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (K) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and and guards, employed in violation of the clause set forth in paragraph (K) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (K) of this section.

13. Withholding for Unpaid Wages and Liquidated Damages

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

14. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs K through N of this article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph K through N of this Article.

(The text of Article SGP-10.09, paragraphs A through J, has been taken from 29 CFR Part 5 as amended through December 19, 2008. Numbering of paragraphs has been changed to agree with the format for these Supplementary General Provision. In the event of conflict, the provisions of the Code of Federal Regulations shall prevail.)

SGP – 10.10 Delinquent Certified Payrolls (SGP-10.09C.2.a)

If the Contractor is delinquent in submitting his or any of his subcontractors payroll records, processing of partial payments estimates may be held in abeyance pending receipt of the payroll records. In addition, if the Contractor is delinquent in submitting his or any of his subcontractor's payroll records, the Contractor shall be liable to the Administration for liquidated damages. The liquidated damages shall constitute the sum of \$10 for each day that the payroll records are late

APPENDIX C

FEDERAL WAGE RATES

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

1. Wage rates - Decision No. MD130026 shall be used for all work at the **Anne Arundel County** sites as described in the Contract documents.
2. Wage rates - Decision No. MD130028 shall be used for all work at the **Baltimore City** sites as described in the Contract documents.
3. Wage rates - Decision No. MD130027 shall be used for all work at the **Baltimore County** sites as described in the Contract documents.
4. Wage rates - Decision No. MD130033 shall be used for all work at the **Howard County** sites as described in the Contract documents.

General Decision Number: MD130026 07/12/2013 MD26

Superseded General Decision Number: MD20120050

State: Maryland

Construction Type: Heavy

County: Anne Arundel County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	05/10/2013
3	06/14/2013
4	06/28/2013
5	07/12/2013

CARP0132-012 05/01/2013

	Rates	Fringes
CARPENTER (Form Work ONLY).....	\$ 26.81	8.13

CARP0132-015 05/01/2013

	Rates	Fringes
PILEDRIVERMAN.....	\$ 26.62	8.15

CARP1831-002 04/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 27.96	12.20

ELEC0024-002 05/02/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	5.25%+13.45

ENGI0037-019 10/01/2009

	Rates	Fringes
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.05	11.05+a
OPERATOR: Bulldozer.....	\$ 23.95	11.05+a
OPERATOR: Drill.....	\$ 23.95	11.05+a
OPERATOR: Gradall.....	\$ 24.95	11.05+a
OPERATOR: Grader/Blade.....	\$ 24.95	11.05+a
OPERATOR: Mechanic.....	\$ 23.95	11.05+a
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.05	11.05+a
OPERATOR: Piledriver.....	\$ 24.95	11.05+a

OPERATOR: Roller.....\$ 23.05 11.05+a

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

* IRON0016-013 04/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 26.88	17.55

LABO0710-002 04/01/2010

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

PAIN0051-021 06/01/2013

	Rates	Fringes
PAINTER (Steel).....	\$ 32.66	8.91
PAINTER: Brush, Roller, and Spray.....	\$ 24.89	8.91

PLAS0891-006 05/01/2010

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

PLUM0486-015 06/01/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.495	16.79

TEAM0311-006 06/01/2012

	Rates	Fringes
TRUCK DRIVER: Lowboy Truck.....	\$ 27.66	8.00+a+b

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

b. VACATION: Employees with 1 year of service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

c. HEALTH AND WELFARE: \$881 per month

SUMD2010-065 07/08/2010

	Rates	Fringes
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Addendum #3

BRICKLAYER.....	\$ 18.70	0.00
CARPENTER, Excludes Form Work....	\$ 15.91	6.90
LABORER: Common or General.....	\$ 12.28	2.63
LABORER: Flagger.....	\$ 15.71	8.58
LABORER: Grade Checker.....	\$ 14.62	3.08
LABORER: Mason Tender - Brick...	\$ 15.93	7.83
LABORER: Pipelayer.....	\$ 13.49	2.04
OPERATOR: Backhoe.....	\$ 16.73	4.97
OPERATOR: Crane.....	\$ 22.00	8.85
OPERATOR: Excavator.....	\$ 18.93	4.92
OPERATOR: Loader.....	\$ 18.00	3.73
OPERATOR: Trackhoe.....	\$ 20.47	10.20
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00

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

=====

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e.,

Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: MD130028 07/12/2013 MD28

Superseded General Decision Number: MD20120052

State: Maryland

Construction Type: Heavy

County: Baltimore City County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	06/14/2013
3	06/28/2013
4	07/12/2013

CARP0101-014 07/01/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.84	11.00

CARP0101-015 04/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 27.91	11.25

CARP0101-016 07/01/2011

	Rates	Fringes
PILEDRIVERMAN.....	\$ 24.84	11.00

ELEC0024-002 05/02/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	5.25%+13.45

ENGI0037-024 10/01/2009

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

OPERATOR: Gradall.....	\$ 24.95	11.05+a
OPERATOR: Grader/Blade.....	\$ 24.95	11.05+a
OPERATOR: Loader		
Front End Loaders 1 1/4		
yards and over.....	\$ 23.95	11.05+a
Front End Loaders 1 Yard		
and Under.....	\$ 23.05	11.05+a
OPERATOR: Mechanic.....	\$ 23.95	11.05+a
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 23.05	11.05+a
OPERATOR: Piledriver.....	\$ 24.95	11.05+a
OPERATOR: Roller.....	\$ 23.05	11.05+a

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

 * IRON0016-014 04/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.88	17.55

 LABO0710-006 04/01/2010

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

 PAIN0051-021 06/01/2013

	Rates	Fringes
PAINTER (Steel).....	\$ 32.66	8.91
PAINTER: Brush, Roller, and		
Spray.....	\$ 24.89	8.91

 PLAS0891-006 05/01/2010

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

 PLUM0486-015 06/01/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.495	16.79

 TEAM0311-006 06/01/2012

	Rates	Fringes
TRUCK DRIVER: Lowboy Truck.....	\$ 27.66	8.00+a+b

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

b. VACATION: Employees with 1 year of service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

c. HEALTH AND WELFARE: \$881 per month

 SUMD2010-067 07/08/2010

	Rates	Fringes
BRICKLAYER.....	\$ 18.70	0.00
CARPENTER, Excludes Form Work....	\$ 19.00	2.52
IRONWORKER, STRUCTURAL.....	\$ 23.80	11.63
LABORER: Flagger.....	\$ 15.71	8.58
LABORER: Grade Checker.....	\$ 14.62	3.08
LABORER: Mason Tender - Brick...\$	15.93	7.83
LABORER: Pipelayer.....	\$ 12.85	2.04
OPERATOR: Crane.....	\$ 22.00	8.85
OPERATOR: Trackhoe.....	\$ 20.47	10.20
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00

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

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

 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

General Decision Number: MD130027 07/12/2013 MD27

Superseded General Decision Number: MD20120051

State: Maryland

Construction Type: Heavy

County: Baltimore County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	06/14/2013
3	06/28/2013
4	07/12/2013

CARP0101-014 07/01/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.84	11.00

CARP0101-015 04/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 27.91	11.25

CARP0101-016 07/01/2011

	Rates	Fringes
PILEDRIVERMAN.....	\$ 24.84	11.00

ELEC0024-002 05/02/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	5.25%+13.45

ENGI0037-023 10/01/2009

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 23.95	11.05+a
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.05	11.05+a
OPERATOR: Bulldozer.....	\$ 23.95	11.05+a
OPERATOR: Drill.....	\$ 23.95	11.05+a
OPERATOR: Gradall.....	\$ 24.95	11.05+a
OPERATOR: Grader/Blade.....	\$ 24.95	11.05+a
OPERATOR: Mechanic.....	\$ 23.95	11.05+a
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.05	11.05+a
OPERATOR: Piledriver.....	\$ 24.95	11.05+a

OPERATOR: Roller.....\$ 23.05 11.05+a

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

 * IRON0016-013 04/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 26.88	17.55

 LABO0710-002 04/01/2010

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

 PAIN0051-021 06/01/2013

	Rates	Fringes
PAINTER (Steel).....	\$ 32.66	8.91
PAINTER: Brush, Roller, and Spray.....	\$ 24.89	8.91

 PLUM0486-015 06/01/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.495	16.79

 TEAM0311-006 06/01/2012

	Rates	Fringes
TRUCK DRIVER: Lowboy Truck.....	\$ 27.66	8.00+a+b

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

b. VACATION: Employees with 1 year of service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

c. HEALTH AND WELFARE: \$881 per month

 SUMD2010-066 07/08/2010

	Rates	Fringes
BRICKLAYER.....	\$ 18.70	0.00
CARPENTER, Excludes Form Work....	\$ 19.00	2.52
CEMENT MASON/CONCRETE FINISHER....	\$ 19.31	4.06

LABORER: Common or General.....	\$ 12.09	0.00
LABORER: Flagger.....	\$ 15.71	8.58
LABORER: Grade Checker.....	\$ 14.62	3.08
LABORER: Mason Tender - Brick...	\$ 15.93	7.83
LABORER: Pipelayer.....	\$ 15.35	0.00
OPERATOR: Crane.....	\$ 22.00	8.85
OPERATOR: Excavator.....	\$ 22.80	0.00
OPERATOR: Loader.....	\$ 16.96	0.00
OPERATOR: Trackhoe.....	\$ 20.47	10.20
TRUCK DRIVER: Dump Truck.....	\$ 13.55	0.00

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wagherates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====
END OF GENERAL DECISION

General Decision Number: MD130033 07/12/2013 MD33

Superseded General Decision Number: MD20120057

State: Maryland

Construction Type: Heavy

County: Howard County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	06/14/2013
3	07/12/2013

CARP0101-014 07/01/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.84	11.00

CARP0101-015 04/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 27.91	11.25

CARP0101-016 07/01/2011

	Rates	Fringes
PILEDRIVERMAN.....	\$ 24.84	11.00

ELEC0024-002 05/02/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	5.25%+13.45

ENGI0037-015 10/01/2009

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

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

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

* IRON0016-013 04/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING AND		
STRUCTURAL.....	\$ 26.88	17.55

LABO0710-002 04/01/2010

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

PLUM0486-015 06/01/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.495	16.79

TEAM0311-006 06/01/2012

	Rates	Fringes
TRUCK DRIVER: Lowboy Truck.....	\$ 27.66	8.00+a+b

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

b. VACATION: Employees with 1 year of service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

c. HEALTH AND WELFARE: \$881 per month

SUMD2010-072 07/08/2010

	Rates	Fringes
BRICKLAYER.....	\$ 18.70	0.00
CARPENTER, Excludes Form Work....	\$ 19.00	2.52

CEMENT MASON/CONCRETE FINISHER...\$ 19.31	4.06
LABORER: Common or General.....\$ 12.00	0.00
LABORER: Flagger.....\$ 15.71	8.58
LABORER: Grade Checker.....\$ 14.62	3.08
LABORER: Mason Tender - Brick...\$ 15.93	7.83
LABORER: Pipelayer.....\$ 14.16	2.04
OPERATOR: Backhoe.....\$ 17.21	5.52
OPERATOR: Crane.....\$ 22.00	8.85
OPERATOR: Piledriver.....\$ 19.95	4.50
OPERATOR: Trackhoe.....\$ 20.47	10.20
TRUCK DRIVER: Dump Truck.....\$ 11.84	0.00

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above

example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
Darrell B. Mobley, Acting Secretary • Ralign T. Wells, Administrator

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **Addendum No. 2**
Contract No.: T-1367
Ancillary/Agency Wide General Construction (Repairs, Maintenance & Minor Construction)

DATE: October 10, 2012

Enclosed and effective this date is Addendum No. 2 to the subject Contract. This change delays the bid opening date of October 19, 2012 until further notice. Also, at the time the new bid opening date is announced, contractors will be given another opportunity to submit questions; and questions that were submitted by the September 28, 2012 deadline will be addressed.

A site visit has been scheduled for Friday, October 12, 2012 at 9:00 a.m. The location of the site visit is the Owings Mills Metro Station. The site visit will include a visit to six (6) metro stations from Owings Mills Station to Mondawmin Station. All contractors are instructed to meet at the station attendant booth. The contact person is Mike Hart, 410-299-0525 (c).

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
Construction/Installation & Professional Services Section

Acknowledgement of receipt of ADDENDUM # 2 to Solicitation #T-1367

Vendor Name: _____

Authorized Representative's Signature

Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
Darrell B. Mobley, Acting Secretary • Ralign T. Wells, Administrator

TO: All Planholders

FROM: Maryland Transit Administration

SUBJECT: **Addendum No. 1**
Contract No.: T-1367
Ancillary/Agency Wide General Construction (Repairs, Maintenance & Minor Construction)

DATE: September 12, 2012

Enclosed and effective this date is Addendum No. 1 to the subject Contract. This change does not delay the Bid Opening Date . It does delay the Pre-Bid Meeting to September 18, 2012 at 10:30 am.

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

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

All other terms and conditions remain unchanged.

Sincerely,

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

Acknowledgement of receipt of ADDENDUM # 1 to Solicitation #T-1367

Vendor Name: _____

Authorized Representative's Signature

Date

<u>ADDENDUM NO.:</u>	<u>1</u>
<u>DATE:</u>	<u>09/12/12</u>
<u>CONTRACT NO.:</u>	<u>T-1367</u>

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of Ancillary/Agency Wide General Construction (Repairs, Maintenance & Minor Construction), Contract No.: T-1367

<u>Addendum</u> <u>Item No.</u>	<u>Page</u>	<u>Modification</u>
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I. CONTRACT SPECIFICATIONS

1	NTC 1	Pre-Bid Conference – Revised date to September 18, 2012
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Enclosures

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

**Ancillary/Agency Wide General Construction
(Repairs, Maintenance & Minor
Construction)**

CONTRACT NO.: T-1367

DATE: August 29, 2012

1. DESCRIPTION OF WORK

The work to be performed under this contract includes the furnishing of services necessary for the accomplishment of miscellaneous construction, repairs/rehabilitation, and maintenance work for the Administration's Facilities located throughout the State. Work will include but is not limited to overall improvements to and/or rehabilitation of existing MTA Facilities, including Bus, Metro, Light Rail, MARC and Freight Rail.

2. PRE-BID MEETING

A Pre-Bid meeting for the purpose of explaining the Project will be held on **September 18, 2012** 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 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, 2012** 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-1367 - Ancillary/Agency Wide General Construction (Repairs, Maintenance and Minor Construction)**", will be received at the above address until but not after 2:00 P.M. local time, **October 19, 2012**. At