



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 Plan holders
FROM: Maryland Transit Administration
SUBJECT: **ADDENDUM NO.6** Contract No.: T-1408
Ancillary Repairs, Maintenance, Minor Construction-Light Rail
DATE: March 10, 2014

Enclosed and effective this date is Addendum No.6 to the subject Contract. This addendum provides the Certification Regarding Lobbying Form.

All other terms and conditions remain unchanged.

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

Sincerely,

Hattie M. Crosby, Procurement Officer
Construction/Installation Section
Procurement Division

Acknowledgement of receipt of ADDENDUM #6 to Solicitation #T-1408

Vendor Name: _____

Authorized Representative's Signature

Date

APPENDIX, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If and funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. & 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. & 1352(c)(1)-(2)(A), any person who make a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor’s Authorized Official

_____ Name and Title of Contractor’s Authorized Official

_____ Date



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 Plan holders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO .5**
Contract No.: T-1408
Ancillary Repairs, Maintenance, Minor Construction-Light Rail

DATE: March 6, 2014

Enclosed and effective this date is Addendum No.5 to the subject Contract. This addendum changes the **Bids Due date to Tuesday, March 11, 2014 at 2:00 P.M.**

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,

Hattie M. Crosby, Procurement Officer
Construction/Installation Section
Procurement Division

Acknowledgement of receipt of ADDENDUM #5 to Solicitation #T-1408

Vendor Name: _____

Authorized Representative's Signature

Date



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 Plan holders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO.4**
Contract No.: T-1408
Ancillary Repairs, Maintenance, Minor Construction-Light Rail

DATE: March 6, 2014

Enclosed and effective this date is Addendum No.4 to the subject Contract. This addendum provides the Insurance Worksheet that was inadvertently omitted in a previous 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,

Hattie M. Crosby, Procurement Officer
Construction/Installation Section
Procurement Division

Acknowledgement of receipt of ADDENDUM #4 to Solicitation #T-1408

Vendor Name: _____

Authorized Representative's Signature

Date

LIABILITY INSURANCE REQUIREMENTS

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

What is an OCIP?

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

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

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

Bids:

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

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

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

Safety:

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

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

Claims:

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

Contractor Provided Insurance:

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

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

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

Alternate program option:

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

**Summary of Owner Provided Insurance
Workers Compensation**

Coverage A - Statutory Limits

Coverage B - Employers Liability

\$2,000,000 Bodily Injury by Accident

\$2,000,000 Bodily Injury by Disease

\$2,000,000 Policy Limit by Disease

Commercial General Liability

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

Excess Liability

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

Builder's Risk Insurance:

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

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

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

EXHIBIT A

INSURANCE COST WORKSHEET

AND

**INSTRUCTIONS FOR COMPLETING INSURANCE
COST WORKSHEET**

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Insurance Cost Worksheet

(Fixed Price Type Contracts)

Numbers reference attached instructions

MTA OCIP

Page 1 of 2

A. Contractor Information:

Federal ID # or Soc. Sec. #: 1

▼ **Business Information (headquarters)**

▼ **Contact Information (address questions to..)**

Company Name & dba: 2

Contact Name & Title: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

Fax: _____

E.mail Address: _____

B. BID INFORMATION:

Bid Package No.: 1

Description of Work: 2

Proposed Contract Price \$: 3

Are you Submitting a bid to MTA: 5 Yes No

Amount of Self Performed Work \$: 4

If No, identify to whom: 6

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

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

D. General Liability: (a)

Rate: 1

2 Based On:

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

3 Rate factor:

- Per 100
 Per 1,000

4 Identify the Amount of Your Claim Retention: _____

GL Premium (D2 x D1 + D3): _____

Excess/Umbrella Liability: (a)

Rate: 6

7 Based On:

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

8 Rate factor:

- Per 100
 Per 1,000

Excess/Umbrella Premium

(D7 x D6 + D8): _____

E. Builder's Risk/Installation Floater: (1)

Rate: 1

2 Rate factor

- Per 100
 Per 1,000

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

F. Other Insurance Premiums: (1) (Enter total premium costs identified on page 2)

G. Totals

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

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

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

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

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

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

Name: _____ (please print)

Date: _____

Title: _____

Signature: _____

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

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

- Schedule of Values
- Workers Compensation declaration and rate pages
- Experience Modification worksheet

- Umbrella/Excess Liability declaration and rate pages
- 5 years actual loss experience for each line of coverage in which Contractor retains more than \$5,000.

General Liability declaration and rate pages

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INSURANCE COST WORKSHEET
(Instructions for Fixed Price Type Contracts)

MTA OCIP

Page 2 of 2

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

A. Contractor Information

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

B. Bid Information

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

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

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

D. General Liability & Umbrella/Excess Liability Insurance

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

E. Builder's Risk/Installation Floater

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

F. Other Insurance Premiums

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

Line of Coverage	Rate	Base	Factor	Premium	Total Premium
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G. Totals

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

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

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

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

EXHIBIT B

INDEMNITIES AND INSURANCE

Indemnities and Insurance

1.1 Indemnities.

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

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

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

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

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

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

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

1.2 Insurance Provided by Contractor

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

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

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

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

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

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

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

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

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

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

(a) For the Contractor:

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

(b) For all subcontractors:

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

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

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

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

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

1.3 Insurance Provided by Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Requirements for All Project Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER ONLY

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

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ENROLLMENT APPLICATION

Numbers reference attached instructions

MTA - OCIP

Page 1 of 2

Examine your current Workers' Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. ***** NOTICE *** Enrollment is not automatic and requires the satisfactory completion of the Aon Form-1a or Form-1b, Form-2 and Form-3. In addition, submit a Certificate of Insurance providing evidence of your off-site coverage. Please refer to the Insurance Manual for coverage requirements. Use of this form is mandatory. Duplicate as required.**

A. Subcontractor Information:

Federal ID No.: 1 _____

Business Information (headquarters)

Contact Information (address questions to.)

Company Name & dba: 2
Contact Name & Title: _____

Address: _____

Washington, DC Zip Code: _____

Telephone: _____

Fax: _____

Email Address: _____

Indicate your Organization's Structure: 4

- Corporation Partnership S-Corporation
 Joint Venture Sole Proprietor Other _____

B. Subcontract Information:

Subcontract No.: 1 _____

Description of Work: 2 _____

Subcontract Amount \$: 3 _____

Amount of Self Performed Work \$: 4 _____

Are you a: 5
 Subcontractor
 Subcontractor (any tier)

If Subcontractor (any tier), 6
identify under contract with: _____

Start Date: 7 Actual Estimated

Completion Date: 8 Actual Estimated

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

a State	b Class Code	c Description	e Man-hours	f Payroll
1				
Totals			2	3

D. Provide your current Workers' Compensation Information:

Anniversary Rating Date:	Experience Modification:	Bureau File Number:
1	2	3

Your WC Insurance Carrier: 4 _____

Policy #: 5 _____

Effective Date: 6 _____

Expiration Date: 7 _____

E. Contacts: (Complete if Applicable)

Position	1 Name & Title	2 Phone	3 Fax	4 email address
Project				
Safety Rep:				
Contract				
Claims:				
Payroll:				

Provide Location of payroll records if different than Corporate address: 5

Address: _____

Washington, DC Zip Code: _____

Contact: _____

Phone: _____

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

ENROLLMENT APPLICATION

Numbers reference attached instructions

MTA - OCIP

Page 2 of 2

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

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

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

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

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

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

WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE

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

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

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

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

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

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

I. Signature Block :

I verify the information presented above and attachments are correct:

Name: _____ Date: _____
(please print)

Title: _____ Signature: _____

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

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

Or Email: ed_mcduffie@ars.aon.com

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

A. Subcontractor Information

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

B. Subcontractor Information

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

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

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

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

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

5	Provide your Worker's Compensation Policy Number.
7	Provide the expiration date of your Worker's Compensation policy.
- 6 Provide the effective date of your Worker's Compensation policy.

5	Provide the expiration date of your Worker's Compensation policy.
---	---

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

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

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

- 1 Identify the name of the Subcontracting firm

4	Provide the mailing address for the Subcontractor.
5	Provide the phone number for the Subcontractor.
- 2 Provide the estimated value of the subcontracted activity.

4	Provide the mailing address for the Subcontractor.
5	Provide the phone number for the Subcontractor.
- 3 Provide a contact name, preferably the project manager, for the subcontractor.

G. Enrollment Questions

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

H. Warranty Statements:

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

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

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

NOTICE OF SUBCONTRACTOR AWARD

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

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

Phone: 410.547.2882
Fax: 847.953.0919

PROJECT NAME

BID PACKAGE NAME: _____

BID PACKAGE NUMBER: _____

AWARDING CONTRACTOR: _____

We have awarded a subcontract as follows:

Type of Work: _____

AWARDED TO: _____

Address: _____

City, State, Zip: _____

Federal ID#: _____

Insurance Contact: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Date of Subcontract: _____

Estimated Contract Amount: _____

Probable Starting Date: _____

Probable Completion Date: _____

Authorized Signature

Title

Date

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

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

MTA OCIP

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

A. REPORT IDENTIFICATION

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

B. ACTIVITY REPORT

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

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

C. ADDITIONAL DATA REQUIREMENTS :

1. _____
2. _____
3. _____

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

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

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

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

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

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

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

MTA OCIP

Page 2 of 2

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

A. Report Identification

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

B. Activity Report

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

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

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

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

Error! Objects cannot be created from editing field codes.
Form-5

NOTICE OF WORK COMPLETION

Numbers reference attached instructions

MTA OCIP

Page 1 of 1

1
Contractor Name: _____

2
Contract #: _____

3
Description of Work Performed: _____

4
Date Work Completed: _____

5
Date this Subcontract Completed: _____

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

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

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

Address: _____ 7

State, City Zip Code: _____

Contact/Phone #: _____

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

Signed by: _____ 8
Title _____ Date _____

Approved by: _____ 9
DAVIS Project Manager _____ Date _____

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

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

Error! Objects cannot be created from editing field codes. Form-5	NOTICE OF WORK COMPLETION INSTRUCTION	MTA OCIP Page 1 of 1
<p>▪ This form will be completed and returned to the OCIP Administrator by the Contractor whenever work is completed for each Subcontract. This form will initiate the final payroll audit process for the Contractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.</p>		
<p>1 ▪ Provide the name of the Contractor completing their work.</p> <p>2 ▪ Enter the Subcontract number for the work being completed.</p> <p>3 ▪ Provide a brief description of the work being completed.</p> <p>4 ▪ Provide the Date the Work was completed.</p> <p>5 ▪ Provide the Date the Subcontract was completed, if other than the work completion date.</p> <p>6a ▪ Enter the name of each Subcontractor that performed work for you that has completed their work.</p> <p>b ▪ Enter their Subcontract Number.</p> <p>c ▪ Provide a brief description of their work.</p> <p>d ▪ Provide the Date they completed their work.</p> <p>7 ▪ Identify the physical location of where your payroll records are retained. Provide the Address, State, City, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information.</p> <p>8 ▪ This form must be signed by a representative of your company with the authority to Verify the information is correct.</p> <p>9 ▪ Have this form approved by the Project Manager for the Project site.</p>		

EXHIBIT D

SCHEDULE OF DEDUCTIBLES

MTA BUILDERS RISK 2012 - 2013

CATEGORY	CLASSIFICATION	DEDUCTIBLE
Buildings	Fire Resistive / Non-Combustible	Up to \$10M in value: \$5,000 \$10M - \$25M in value: \$10,000 \$25M - \$50M in value: \$25,000
	Masonry Non-Combustible	Up to \$10M in value: \$5,000 \$10M - \$25M in value: \$10,000 \$25M - \$50M in value: \$25,000
	Joisted Masonry	Up to \$10M in value: \$5,000 \$10M - \$25M in value: \$10,000 \$25M - \$50M in value: No Coverage
	Frame	Up to \$10M in value: \$10,000 \$10M - \$25M in value: \$25,000 \$25M - \$50M in value: No Coverage
	Renovations (Non Structural)	Up to \$10M in value: \$10,000 \$10M - \$25M in value: \$25,000 \$25M - \$50M in value: \$25,000
	Renovations (Structural)	Up to \$10M in value: \$10,000 \$10M - \$25M in value: \$25,000 \$25M - \$50M in value: No Coverage
Sitework	Paving, Grading, Landscaping & Site Amenities	\$25,000 (up to \$25M in value)
Roadways	Culverts, Simple Span Bridges, Signage, Lighting, Landscaping, Cut and Cover Storm Sewers, Manholes & Catch Basins	\$25,000 (up to \$25M in value)
Earthquake		\$25,000
Flood	Within 100 Year Flood Plain (Zone A & V)	\$250,000 (\$10M in capacity)
	Within 500 Year Flood Plain (Zone B & Shaded X)	\$100,000 (\$20M in capacity)
	All Other Flood	\$25,000 (\$50M in capacity)



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 Plan holders
FROM: Maryland Transit Administration
SUBJECT: ADDENDUM NO. 3
Contract No.: T-1408
Ancillary Repairs, Maintenance, Minor Construction-Light Rail
DATE: March 5, 2014

Enclosed and effective this date is Addendum No.3 to the subject Contract. This addendum clarifies Section 1 pertaining to the performance bond. SECTION 1- GENERAL INFORMATION, specifically page 17 – 1.33 Performance Guarantees it states: To ensure performance in accordance with the terms and conditions of the Contract and to protect the MTA and its patrons in the event of the Contractor's default on its contractual obligations, the Contractor shall be required to submit a Performance Guarantee to the MTA prior to commencement of the contract. The Guarantee shall equal 100% of the total, five-year, estimated contract price and be in only one of the forms specified below.

Bidders shall disregard this section and bid on the Sample Task only. The Ancillary Contract is a Task based contract and bonds are required for projects totaling \$100,000 or more.

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,

Hattie M. Crosby, Procurement Officer
Construction/Installation Section
Procurement Division

Acknowledgement of receipt of ADDENDUM #3 to Solicitation #T-1408

Vendor Name: _____

Authorized Representative's Signature Date



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 Plan holders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO. 2**
Contract No.: T-1408
Ancillary Repairs, Maintenance, Minor Construction-Light Rail

DATE: February 21, 2014

Enclosed and effective this date is Addendum No.2 to the subject Contract. This addendum responds to questions received for the solicitation and revises the Bid Forms.

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,

Hattie M. Crosby, Procurement Officer
Construction/Installation Section
Procurement Division

Acknowledgement of receipt of ADDENDUM #2 to Solicitation #T-1408

Vendor Name: _____

Authorized Representative's Signature

Date

Ancillary Repairs, Maintenance, Minor Construction-Light Rail Improvements
CONTRACT NO. T-1408
February 21, 2014 Addendum No. 2

#	QUESTIONS	AGENCY RESPONSES
1	Will the fence company need to be pre-approved by the MTA?	No
2	If they build the fence only can the Prime Contractor or the sub-contractor place the pre-built fence sections after all Sonotubes have been put in place, or are the MTA envisioning foundation and fencing to be put up serially in sections until the process is complete?	The prime contractor should make sure that the fence is install. We cant advise or state who should perform this task, that is the prime responsibilities. install as per the specs. We cant advise or state who should perform this task, the prime contractor is responsibilities to manage and over see task.
3	Can we have a dump truck or trailer on the tracks for loading out excavated material?	No, work should be perform manual with labors, small equipment, hole auger.
4	As far as the concrete goes it will be very difficult to have a concrete plant to open 12AM to 9AM on a Sunday. The alternative is to have an onsite mixer and use 80lb. bags of concrete and mix the concrete on site as needed?	Please use the best method to complete this task
5	Will we need to rent high rail equipment to work this project?	No
6	Will hand tamping tools suffice for reconstituting ballast?	Yes
7	The new bid sheet items are blank. Please clarify.	New Bid Forms submitted in this addendum
8	What should the bid bond amount be, cost of the sample project or \$9,000,000?	This Bid is for the Sample Task Only.
9	Will the MTA be awarding 3 Ancillary Contracts with this Bid? T-1408	Yes Addendum No. 2

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

BID FORM

FOR

CONTRACT NO.: T-1408

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

BID OPENING DATE:

March 6, 2014

BID OPENING TIME:

2:00 PM

BID OF: _____
(Bidder's Name)

PROJECT DESCRIPTION:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to NOTICE TO CONTRACTORS dated December 19, 2013.
2. The UNDERSIGNED has thoroughly examined, acknowledges receipt of, and is familiar with the Contract Documents as well as the various instructions, information, and requirements covering the same, all as mentioned herein and in said NOTICE TO CONTRACTORS.
3. In compliance with said NOTICE TO CONTRACTORS the UNDERSIGNED hereby proposes to furnish all labor, equipment, and materials and perform all work described and in strict accordance with the provisions of the Contract Documents for the consideration of the amounts, lump sum and unit prices listed in the attached Unit Price Schedule, and agrees that, upon Notice of Award, within one hundred eighty(180) calendar days after the date of opening of bids, unless mutually extended, he will within ten (10) calendar days after receipt of the prescribed forms, execute the Contract and furnish a performance bond and payment bond (if such bonds are required by the Contract Documents) on forms furnished by the Administration with good and sufficient surety or sureties.
4. The UNDERSIGNED agrees and understands that the time of completion is as specified in the Special Provisions, unless the completion dates are extended as provided for in the Contract Documents.
5. The UNDERSIGNED agrees to pay liquidated damages in the amount specified in the Special Provisions for each and every calendar day after the completion date that the work remains incomplete unless an extension is granted as provided for in the Contract Documents.
6. The UNDERSIGNED hereby certifies that the _____
(Bidder's Name) / ___ / is, / ___ / 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
Individual Surety Bid Bond in the Amount of
\$ _____ Or 5% of the bid price (if applicable) and a
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. MDOT DBE Form A, "Certified DBE Utilization and Fair Solicitation Affidavit".
- g. MDOT DBE Form B, "DBE Participation Schedule".
- h. Signed copy of the Cover Letter for each Addendum issued by MTA.
- i. Completed Insurance Cost Worksheet

Item	Description	Estimate of Quantity	Unit	Unit Price	Total Price
001	Submittals	1	LS	LS	
002	Quality Control	1	LS	LS	
003	Material and Equipment	1	LS	LS	
004	Cast – in – Place Concrete	1	LS	LS	
005	Intertrack Fence	332	LF	\$	
006	Painting	1	LS	LS	

Basis of Award: Total amount of items 001 thru 006 (figures)

_____ (words)

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

007	Insurance Premium (Contingency)	LS	LS	LS	
-----	---------------------------------	----	----	----	--

BID FORM

A. CORPORATION BID:

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST:

By: _____

Secretary

President or Vice President

Print Name

Print Name

B. PARTNERSHIP BID:

FEIN: _____

Name of Partnership

Business Address

Telephone Number / Fax Number

Names of each Partner:

Witness:

By: _____

Signature

Signature

Print Name

Print Name

C. INDIVIDUAL BID:

S.S. No.: _____

Name

Business Address

Telephone Number / Fax Number

Witness:

By:

Signature

Print Name

Print Name

D. JOINT VENTURE

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST

By:

Secretary

President or Vice President

Print Name

Print Names

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

BID FORM

ATTEST:

By:

Secretary

President or Vice President

Print Name

Print Name

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST:

By:

Secretary

President or Vice President

Print Name

Print Name

A Joint Venture doing business as _____

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



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 Plan holders

FROM: Maryland Transit Administration

SUBJECT: **ADDENDUM NO.1**
Contract No.: T-1408
Ancillary Repairs, Maintenance, Minor Construction-Light Rail

DATE: February 10, 2014

Enclosed and effective this date is Addendum No.1 to the subject Contract. This change revises the Bid Due Date. The Bids Due Date is March 6, 2014 at 2:00 P.M.

This addendum changes the Cut-Off date for Questions to February 18, 2014 at 5:00 p.m.

In addition, this addendum changes Section 1.14 Award Basis to read: **“Only three (3) contracts will be awarded based on this solicitation.”**

Sample Task Duration: The duration of the Sample Task is 90 Calendar days from NTP.

The following documents are hereby re-issued in this addendum:

- The Revised Bid Forms
- New DBE Liquidated Damages for Construction
- DBE Form E “good faith efforts” Affidavit
- Bid Bond
- Performance Bond
- Payment Bond
- Conflict of Interest Affidavit and Disclosure
- Bid/Proposal Affidavit

Plan holders shall disregard the DBE Reporting Forms contained in the solicitation; these forms are no longer used by MDOT.

Date changes made to this solicitation is included in 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,



Hattie M. Crosby, Procurement Officer
Construction/Installation Section
Procurement Division

Acknowledgement of receipt of ADDENDUM #1 to Solicitation #T-1408

Vendor Name: _____

Authorized Representative's Signature

Date

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION

BID FORM

FOR

CONTRACT NO.: T-1408

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

BID OPENING DATE:

March 6, 2014

BID OPENING TIME:

2:00 PM

BID OF: _____
(Bidder's Name)

PROJECT DESCRIPTION:

1. This bid is hereby submitted to the Maryland Transit Administration (hereinafter sometimes called the "Administration") in response to NOTICE TO CONTRACTORS dated December 19, 2013.

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

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

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

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

6. The UNDERSIGNED hereby certifies that the _____
(Bidder's Name) / ___ / is, / ___ / 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
Individual Surety Bid Bond in the Amount of
\$ _____ Or 5% of the bid price (if applicable) and a
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. MDOT DBE Form A, "Certified DBE Utilization and Fair Solicitation Affidavit".
- g. MDOT DBE Form B, "DBE Participation Schedule".
- h. Signed copy of the Cover Letter for each Addendum issued by MTA.
- i. Completed Insurance Cost Worksheet

Item	Description	Estimate of Quantity	Unit	Unit Price	Total Price
001			EA		
002			EA		
003			EA		
004			EA		
005			EA		
006			EA		
007			EA		
008			EA		
009			EA		
010			EA		
011					

Item	Description	Estimate of Quantity	Unit	Unit Price	Total Price
012			EA		
013			EA		
014			EA		
015			EA		
016			EA		
017			EA		
018			EA		
019			EA		
020			EA		
021			EA		
022			EA		
023			EA		
024			EA		

Basis of Award: Total amount of items 001 thru 033 (figures)

(words)

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

025		Insurance Premium (Contingency)	LS	LS	LS	
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BID FORM

A. CORPORATION BID:

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST:

By: _____

Secretary

President or Vice President

Print Name

Print Name

B. PARTNERSHIP BID:

FEIN: _____

Name of Partnership

Business Address

Telephone Number / Fax Number

Names of each Partner:

Witness:

By: _____

Signature

Signature

Print Name

Print Name

C. INDIVIDUAL BID:

S.S. No.: _____

Name

Business Address

Telephone Number / Fax Number

Witness:

By:

Signature

Print Name

Print Name

D. JOINT VENTURE

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST

By:

Secretary

President or Vice President

Print Name

Print Names

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

BID FORM

ATTEST:

By:

Secretary

President or Vice President

Print Name

Print Name

FEIN: _____

Name of Corporation

State in which Incorporated

Business Address

Telephone Number / Fax Number

ATTEST:

By:

Secretary

President or Vice President

Print Name

Print Name

A Joint Venture doing business as _____

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

"M/DBE Liquidated Damages Provision"

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$26.52 per day** until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$92.82 per MBE subcontractor**.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

I. Definitions

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

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

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

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

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

II. Types of Actions MDOT will Consider

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

C. Solicit MBE/DBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Negotiate With Interested MBE/DBE Firms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Assisting Interested MBE/DBE Firms

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

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

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

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

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

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

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

D. Other Documentation

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

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

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

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

 Company Name

 Signature of Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

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

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

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

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PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

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Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

BID BOND

Bond No. _____

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

WHEREAS, the Principal has submitted a bid for _____

_____ (Identify project by number and brief description):

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

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect

to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:

Individual Principal

Witness

_____ as to

(Name)
_____(SEAL)

In Presence of:

Partnership Principal

Witness:

_____ as to

(Name)
_____(SEAL)

_____ as to

(Partner)
_____(SEAL)

_____ as to

(Partner)
_____(SEAL)

Attest:

Corporate Principal

(Name of Corporation) AFFIX
By: _____

Secretary

President SEAL

(Surety) AFFIX

By: _____
Attorney-in-fact SEAL

Bonding Agent's Name _____

Agent's Address _____

Approved as to form and legal sufficiency

This _____ day of _____, 20__

STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION

PERFORMANCE BOND

Principal	Business Address of Principal
Name of Surety A corporation of the State of _____ and authorized to do business in the State of Maryland	
PENAL SUM OF THIS PERFORMANCE BOND (express in words and figures)	DESCRIPTION OF CONTRACT Contract Number: T-1408 Contract Name or Description: Ancillary Repairs, Maintenance, Minor Construction-Light Rail
DATE OF BOND (Shall be no later than Date on Contract)	DATE OF CONTRACT (To be filled in by the Adm.)
OBLIGEE	
STATE OF MARYLAND By and through the following Administration acting for the Maryland Department of Transportation: <p style="text-align: center; margin: 10px 0;">MARYLAND TRANSIT ADMINISTRATION</p>	

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

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

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

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

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

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

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

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

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

hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: _____ Individual Principal
Witness: _____ as to _____ (SEAL)

In Presence of: _____ Co-Partnership Principal
Witness: _____ (SEAL)

(Name of Co-Partnership)
_____ as to By: _____ (SEAL)
_____ as to _____ (SEAL)
_____ as to _____ (SEAL)

Attest: _____ Corporate Principal
(Name of Corporation)
_____ as to By: _____ AFFIX
Corporate Secretary President CORPORATE
SEAL

Attest: _____ (Surety)
(SEAL) By: _____ AFFIX
CORPORATE
SEAL

Signature _____ Title _____
Bonding Agent's Name: _____

(Business Address of Surety)
Agent's Address _____

Approved as to legal form and sufficiency this
_____ day of _____ 20 ____

Asst. Attorney General

STATE OF MARYLAND
MARYLAND DEPARTMENT OF TRANSPORTATION

PAYMENT BOND

Principal	Business Address of Principal
<u>Name of Surety:</u> A corporation of the State of _____ and authorized to do business in the State of Maryland	
PENAL SUM OF THIS PAYMENT BOND (express in words and figures)	DESCRIPTION OF CONTRACT Contract Number: T-1408 Contract Name or Description: Ancillary Repairs, Maintenance , Minor Construction-Light Rail
DATE OF BOND (Shall be no later than date on Contract)	DATE OF CONTRACT (To be filled in by the Adm.)
OBLIGEE	
State of Maryland by and through the following Administration acting for the Maryland Department of Transportation: <div style="text-align: center; padding: 10px 0 10px 0;"> MARYLAND TRANSIT ADMINISTRATION </div>	

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

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated

as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

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

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

In Presence of: _____ Individual Principal
Witness: _____ as to _____ (SEAL)

In Presence of: _____ Co-Partnership Principal
Witness: _____ (SEAL)

(Name of Co-Partnership)

_____ as to _____ By: _____ (SEAL)
_____ as to _____ (SEAL)
_____ as to _____ (SEAL)

Corporate Principal

Attest: _____ (Name of Corporation)

Corporate Secretary _____ President By: _____ AFFIX
CORPORATE SEAL

(Surety)
Attest: _____ (SEAL) By: _____ AFFIX
CORPORATE SEAL

Signature _____ Title _____
Bonding Agent's Name: _____

(Business Address of Surety)
Agent's Address _____

Approved as to legal form and sufficiency this
_____ day of _____ 20 ____

Asst. Attorney General

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)

Bid/Proposal Affidavit

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

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

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

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

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

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

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

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

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

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the

Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)