



Maryland Department of Transportation

State Highway Administration Baltimore, Maryland Invitation for Bids

Contract No. QA2985177
F.A.P No. AC-STBG-G-295-1(10)E

MD 213 Liberty Street and Commerce Street From Mill Stream Branch to Gravel Run in Centreville

Safety and Resurfacing

Queen Anne's County

Minority Business Enterprises are encouraged to respond to this Solicitation Notice.

The State Highway Administration will only be responsible for the completeness of documents, including all addenda, obtained directly from posting on eMaryland Marketplace by the Administration.

Failure to complete and include the Addendum Receipt Verification Form may cause the bid to be irregular.

VENDOR I.D. NUMBER

S.H.A. USE ONLY



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NOTICE TO BIDDERS

A "Pre-Bidding Session" will not be held.

NOTICE TO CONTRACTORS

Online Training Resources for Electronic Bidding

If you are a Contractor who is new to Maryland or are unfamiliar with the electronic bidding process, please visit Bid Express at <https://www.bidx.com/site/trainingcenter> and review the training materials first.

The Training Center offers a variety of videos and transcripts that include step-by-step guidance on topics such as; setting up a Bid Express account, creating a Digital ID, utilizing AASHTOWare Project Bids™ Bidding Component, downloading contract documents, bid submissions, and more.

Please note that the Maryland Department of Transportation State Highway Administration (MDOT SHA) does not use Trns*Port Expedite and also does not use Small Business Network for our electronic bidding.

After visiting the Training Center, if you have additional questions or concerns, please see our Frequently Asked Questions Notice to Contractors or contact MDOT SHA's Bid Express Team by phone at (410) 545-8840 or by email at mdotshabidx@mdot.maryland.gov

NOTICE TO CONTRACTORS

How to obtain potential bidder's list?

A Bidder's List for this solicitation is available on the Bid Express website, (<https://www.bidx.com/site/home>). To view this:

- Visit the BidX website listed above;
- On the menu bar across the top, select the "Lettings" tab;
- Select the desired Letting Date from the List of Lettings;
- Select the desired Proposal;
- On the right-hand side, under "Also Available" select "Plan Holders/Eligible Bidders."
- To access contact information for "Plan Holders", select "Export (csv)" and open or save the file created from this action. Note, if no "Plan Holders" are listed, the file will be blank. "Voluntary Plan Holder" contact information is available on the page.

NOTICE TO CONTRACTORS

Frequently Asked Questions - General

- Q1: Whom should I contact for technical issues related to eMMA or BidX?
- A1: **Contact eMaryland Helpdesk at (410) 767-1492 for questions regarding eMaryland Marketplace Advantage website. Contact Bid Express at (888) 352-2439 or at customer.support@bidx.com for questions about “.ebsx” files or electronic bidding.**
- Q2: Will the quantities file be provided for projects that advertise on BidX?
- A2: **The quantities file (“qty.z”) will no longer be provided. The information from the “.ebsx” file can be exported from the AASHTOWare Project Bids™ Bid Component software to csv or tab separated format.**
- Q3: What is my vendor-id/ bidder-id to register on BidX?
- A3: **In most cases, the vendor-id is the letter ‘V’ followed by your firm’s FEIN without any dashes or spaces. Before requesting to bid in Maryland, please contact us at (410) 545-8840 or MdotSHABidX@sha.state.md.us to reconfirm your vendor-id/bidder-id.**
- Q4: Whom do I contact for billing and subscription questions?
- A4: **Please contact Bid Express Customer Support by phone at (888) 352-2439 or by email at customer.support@bidx.com.**

Frequently Asked Questions – Accessing Materials

- Q5: Where can I retrieve the contract documents?
- A5: **All contract documents may be downloaded from eMaryland Marketplace Advantage free of charge. The same documents are provided on Bid Express for subscribed vendors as well. However, if you wish to bid on a contract, you must be registered with Bid Express and have a basic subscription that allows you to submit bids.**
- Q6: How can I view the “.ebsx” file?
- A6: **You may download the free AASHTOWare Project Bids™ Bid Component software from <https://bids.cloverleaf.net/>. This software must be installed locally on your computer. Please note that MDOT SHA does not use Trns*Port Expedite® for bidding purposes.**
- Q7: How do I save the .ebsx and .00#x files?

A7: Please select the .ebsx and .00#x files, or the Zip File for the proposal. The files must be saved in the same location (i.e., folder) and saved locally on your computer, not on a network drive.

Q8: Where do I find the Proposal Form Packet and Schedule of Prices?

A8: The Schedule of Prices and Proposal Form Packet are now condensed into a single file that ends with “.ebsx”, this is posted as a contract document at advertisement. For example, a contract PG6185170, the Proposal Form Packet and the Schedule of Prices file would be in a file titled PG6185170.ebsx.

Q9: How are contract addenda changes posted for electronic bidding projects?

A9: Every contract addendum will have an accompanying addendum letter and a file that is named ContractNumber.00#x where 00# refer to the number of addenda or amendments. Prior to submitting your bid, ALL addenda files must be downloaded. These amendment file(s) is (are) to be stored in the same location as the “.ebsx” file. The changes due to addendum are described in the accompanying addendum letter. Using the AASHTOWare Project Bids™ Bid Component software you can open the ContractNumber.ebsx file and the software will automatically compile all the addenda changes.

Q10: What do I do when the file has a “~” in the filename?

A10: Occasionally the “.ebsx” file posted on eMMA will have ‘~’ in the filename; if this occurs, you must download the file to the computer and rename it to “ContractNumber.ebsx” for it to work properly. For example, if you encounter a filename titled PG6185170~2.ebsx on eMMA, then download the file and rename it to PG6185170.ebsx. Similarly, if you encounter a file name titled PG6185170~1.003x on eMMA, then download the file and rename it to PG6185170.003x.

Frequently Asked Questions – Bidding

Q11: Do I need an account with Bid Express to bid?

A11: Yes, Bid Express requires at a minimum a basic subscription. For more information regarding subscription packages and fee, please visit <https://bidx.com/site/static?page=fees>.

Q12: How and where do we submit bids?

A12: Please refer to the project advertisement on where to submit bids.

Bids are filled out and submitted via the AASHTOWare Project Bids™ Bid Component software, using the Bid Express service. Please completely fill out the Proposal Form Packet and Schedule of Prices in the software to submit the bid. Once the bid is complete, please click on the lightning bolt button at the top of the page or

select Submit Bid from the Tools menu, and start the Bid Submission Wizard to submit the bid.

More information on submitting bids electronically is available at the following location: <https://www.bidx.com/site/trainingcenter> where tutorial videos are available.

Q13: Can I revise a bid I have already submitted it? If so, how can I revise my bid?

A13: Yes, you may revise a bid that has been previously submitted. However, you may only revise bids prior to noon of the letting date. Once noon on the letting date has passed, bids may no longer be revised or withdrawn and will be processed as submitted.

If you wish to revise your bid, simply open the proposal using the AASHTOWare Project Bids™ Bid Component software and make your revisions. Please note when resubmitting your bid, you must re-attach all attachments. Re-attaching attachments means navigating to EVERY attachment location in the “.ebsx file” and re-selecting the attachment using the ‘Browse’ button, prior to re-submission.

Q14: If I am not the apparent low bidder, am I required to deliver the original proposal guaranty/ bid security to MDOT SHA?

A14: Yes, unless the bid security is electronically verifiable, all bidders must submit the original bid security per GP-2.08.

Q15: Is it acceptable to use a paper bid bond as a bid security?

A15: No.

Q16: Must I submit bid security for every project?

A16: Yes, unless specified otherwise.

NOTICE TO CONTRACTORS

CARGO PREFERENCE ACT (CPA)

All Contractors and Sub-Contractors are to be in compliance with the requirements of 46 CFR Part 381 and incorporate by reference the recommended clauses in 46 CFR 381.7(a)-(b) - ("Contractor and Subcontractor Clauses. "Use of United States-flag vessels")

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract".

Guidance documents for this requirement, including the 12/11/2015 policy memo, the 12/8/2015 legal opinion and a page of Q&A's are available on the CPA construction Program Guidance page:

<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

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ELECTRONIC BIDDING INSTRUCTIONS AND REQUIREMENTS FOR ELECTRONIC BIDDING

Electronic Bidding Documents

All bidding documents for QA2985177 referred herein that discuss paper or hardcopy submittals are to be construed to mean electronically submitted.

Contract Documents

The Administration will continue to advertise projects on the eMaryland Marketplace Advantage (eMMA) website. The address for this website is <https://procurement.maryland.gov>. The eMaryland Marketplace Advantage is an electronic commerce system administered by the Maryland Department of General Services. Members of the public, bidders, subcontractors and suppliers may continue to access the project contract documents through this website at no charge. All associated materials, the solicitation, the summary of pre-bid meetings, bidder's questions and the Procurement Officers responses, Addenda, and other solicitation related information will be provided on eMMA. In order to obtain updates and contract addenda, bidders must register on eMMA. The registration on eMMA is free. Should you have any questions regarding registration, please call the eMMA Help Desk at 410-767-1492. The project contract documents are also available on the Bid Express website located at <https://www.bidx.com/maryland/main> for a subscription fee.

Bidders must use the electronic bid forms provided by the Administration to submit bids. The forms are available on the appropriate sections of the eMMA and on Bid Express websites. Paper bids will not be accepted for this contract. It is the bidder's responsibility to ensure that they download the complete official Bid Proposal Form ('.ebsx' file) and any amendment files ('.NUMx') associated with that specific Bid Proposal Form. Amendment files ('.NUMx') are posted to the Bid Express and eMMA websites when there is a change to the Bid Proposal Form, including a letting date change. The Administration is not liable for the bidder's failure to download the complete contract documents, the official Bid Proposal Form ('.ebsx' file) or the amendment files ('.NUMx').

Bid Preparation

AASHTOWare Project Bids™ Bid Component software is required to view, prepare and submit the bid (proposal form packet). The AASHTOWare Project Bids™ Bid Component is available at <https://bids.cloverleaf.net/> for download and use at no charge. The AASHTOWare Project Bids™ Bid Component detailed instructions for set up and installation are available at:

https://www.infotechfl.com/downloads/bidx/Quick_Start_bidding_w_AASHTOWare_Project_Bids_Bid.pdf.

Bid Submittal – Registration and Paid Subscription is Required

In order to submit bids, bidders must: designate an individual to submit bids on behalf of the bidding entity, register with Bid Express, during registration select Maryland Department of Transportation as the referring Agency, have a paid subscription to Bid Express' Internet Bidding Service, obtain an Info Tech Digital ID and request to bid in Maryland. The designated individual must be authorized, pursuant to the effective legal documents of the bidding entity, to sign and submit binding legal documents on behalf of the bidding entity.

CONTRACT PROVISIONS

CONTRACT NO. QA2985177

INSTRUCTIONS AND REQUIREMENTS FOR ELECTRONIC BIDDING

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Payment of a Bid Express subscription is required to submit a bid. For current fee schedules please visit https://www.infotechfl.com/legal/fee_schedule. All fees are payable to Bid Express. Potential bidders are encouraged to register in advance with Bid Express as the registration process and the Digital ID creation at least 7 business days. For more information about Bid Express registration and subscription, please visit <https://www.bidx.com/site/registration>. Bidders may call or email the Bid Express Customer Support Team at 888-352-BIDX (2439) or at customer.support@bidx.com for assistance with registration.

All bids must be submitted to <https://www.bidx.com/maryland/main>. A bid extension will not be granted for delays in registration, for errors in submission of electronic bids or for unsuccessful or incomplete transmission of bids to Bid Express. Bid submittal shall be in accordance with TC-2.05.

Bid Completeness and Accuracy

Bidders are solely responsible to review, understand and adhere to all bid instructions, requirements and specifications. Due to inherent limitations, the AASHTOWare Project Bids™ Bid Component software cannot identify all bid proposal errors and omissions. Bidders shall not rely on this software or the Bid Express website to identify errors and omissions in their bid proposal. Any feedback from the AASHTOWare Project Bids™ Bid Component software including, but not limited to, the green check marks and red exclamation marks does not validate, or otherwise indicate completeness or responsiveness of the bid proposal. Transmission of the bid proposal and MBE/ DBE forms to Bid Express does not imply that the submitted bid package is free of errors and omissions or that the submitted bid is susceptible to award. Bidders are responsible for completeness and accuracy of their bid proposals and MBE/ DBE forms.

Bid Security / Proposal Guaranty – Electronic Verification

Bid Express permits bidders to have electronic bid bond verification. The Administration will accept electronic bid bond verification. The two companies that provide electronic bid bond verification are Insure Vision and Surety 2000. For information on Insure Vision please visit <http://web.insurevision.com>. For information on Surety 2000 please visit <http://surety2000.com>. For additional information see GP-2.07.

Bid Opening and Requirements.

Bid Opening shall be in accordance with GP-2.13.

CONTRACT PROVISIONS
CONTRACTOR REGISTRATION REQUIREMENTS

CONTRACT NO. QA2985177
1 of 1

CONTRACTOR REGISTRATION REQUIREMENTS

On all Federal-Aid funded contracts, the Administration is requiring that Contractors have an active Dun and Bradstreet Data Universal Numbering System (DUNS) and be registered in the Central Contractor Registration (CCR) database prior to Award of Contract.

The Contractor DUNS number is a unique nine-digit number issued by Dun & Bradstreet, followed by the optional 4 digit DUNS Plus number (reported as “999999999.9999”). A DUNS number can be obtained on-line at <http://fedgov.dnb.com/webform>.

The Central Contractor Registration (CCR) is no longer the primary registrant database for the U.S. Federal Government.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from this page. User guides and webinars are available under the Help tab. Contractors can now register on-line at <https://www.sam.gov>.

CONTRACT PROVISIONS

CONTRACT NO. QA2985177

MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(MdMUTCD) REQUIREMENTS

1 of 1

NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

**MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL
DEVICES (MdMUTCD) REQUIREMENTS**

The 2011 Maryland Manual on Uniform Traffic Control Devices (MdMUTCD) is the legal State standard for traffic control devices. All traffic control devices (temporary or permanent) utilized on Administration projects shall be in conformance with the requirements provided in the 2011 Edition of the Administration's MdMUTCD for Streets and Highways.

CONTRACT PROVISIONS
(NCHRP) REPORT 350 AND MASH COMPLIANCE

CONTRACT NO. QA2985177
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NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT

**NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM (NCHRP)
REPORT 350 AND THE MANUAL FOR ASSESSING SAFETY HARDWARE (MASH)
COMPLIANCE FOR DEVICES USED IN THE MAINTENANCE OF TRAFFIC AND
TRAFFIC CONTROL**

Except as otherwise specified in this section, all temporary and permanent highway safety features, including longitudinal barriers, transitions, end terminals, crash cushions, breakaway/yielding supports, truck-mounted attenuators, and work zone traffic control devices, shall meet values recommended when applicable tests are performed for evaluation criteria for the respective evaluation factors, as defined in NCHRP Report 350, or the MASH 2016, as noted herein. When conformance with NCHRP Report 350 or MASH 2016 is required, provide the Engineer with the manufacturers' certifications that the devices comply with the specified criteria. All temporary and permanent highway safety features shall comply with MASH 2016 criteria by the relevant dates noted below.

TEMPORARY INSTALLATIONS FOR MAINTENANCE OF TRAFFIC

The implementation dates below apply to temporary work zone roadside safety hardware and devices.

Temporary work zone devices, including Category 1, 2, 3 and 4 devices manufactured after 12/31/2019, when applicable, must be successfully tested to the 2016 edition of MASH. Relevant devices manufactured on or before 12/31/2019, and successfully tested to NCHRP 350, the 2009 edition of MASH, or otherwise authorized, may continue to be used.

Unless specifically waived in the Contract Documents, only devices approved on Qualified Product List by the Administration may be used.

Category 1 Devices

These devices include cones, tubular markers, flexible delineator posts, and drums, none of which have any accessories or attachments, and are used for channelization and/or delineation.

Category 2 Devices

These devices include Type I, II, and III barricades, portable sign supports with signs, intrusion alarms, and vertical panels. Category 1 devices, such as drums or cones, that are modified with accessories or attachments shall be considered Category 2 devices.

Category 3 Devices

- (a) Truck Mounted Attenuators (TMAs) and Trailer Truck Mounted Attenuators (TTMAs).
- (b) Temporary Barrier.
 - (1) Concrete Barrier.
 - (2) Traffic Barrier W-Beam and Water Filled Barrier.
 - (3) Steel/Aluminum Barrier.

CONTRACT PROVISIONS
(NCHRP) REPORT 350 AND MASH COMPLIANCE

CONTRACT NO. QA2985177
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(c) Temporary End Treatments.

Category 4 Devices

These devices include area lighting supports, arrow panels, and portable variable message signs that may be portable or trailer-mounted.

Use of Category 4 devices shall comply with the provisions of Part 6 of the MD MUTCD.

PERMANENT ROADSIDE HARDWARE INSTALLATION

The implementation dates below apply to both new and replacement installations of roadside safety hardware on National Highway System (NHS) roadways except when a waiver is approved by FHWA

December 31, 2017: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of W-beam barriers and cast-in-place concrete barriers as specified in Contract Documents.

June 30, 2018: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of W-beam tangent terminals as specified in Contract Documents.

December 31, 2018: Contracts with bid openings after this date shall meet MASH 2016 testing criteria for all installations and replacements of crash cushions.

December 31, 2019: Contracts with bid openings after this date shall meet testing criteria as defined in MASH 2016 guidelines for all new permanent installations and full replacements of bridge rail, transitions, all other longitudinal barrier (including portable barriers installed permanently), other W-beam terminals (such as double-sided or median terminals, flared terminals, and terminals installed on a flare), sign supports, cable barrier, cable barrier terminals, all other terminals, and all other breakaway hardware as specified in Contract Documents.

**CONTRACT PROVISIONS
OCCUPYING WETLANDS**

CONTRACT NO. QA2985177
1 of 1

OCCUPYING WETLANDS

The Contractor is hereby alerted to the importance of preserving wetland areas. The Administration, in conjunction with the various environmental agencies, has developed these Contract Documents so as to minimize or eliminate disturbance and damage to existing wetland areas. In order to accomplish this, the following must be rigidly adhered to:

- (a) Prior to performing any work on the project, the areas of wetland will be identified and marked as directed by the Administration. All personnel of the Contractor or sub-contractors shall be alerted to these designated areas.
- (b) The Contractor or sub-contractors shall not impact any wetland or waterway, whether it be permanently or temporarily unless otherwise stipulated in the permit application and approved as an authorized action by the appropriate regulatory agency. No fill shall be placed in these areas without a permit.
- (c) If a Contractor or sub-contractor has to impact a wetland or waterway that is not covered by an existing wetland permit, they shall immediately notify the Engineer. The Engineer will notify the Environmental Programs Division to determine the extent of any permit modification. At that time the Environmental Programs Division will request a permit modification or submit a permit application.
- (d) If the Contractor impacts any wetland or waterway for which they do not have a wetland permit, they shall be responsible for restoring the wetland areas and possibly mitigating the wetland impacts to the full satisfaction of the environmental agencies, which could include monetary compensation.
- (e) The cost of restoration and mitigation of the impacted areas shall be at no additional cost to the Administration.

The importance of not abusing the wetland areas cannot be overemphasized. Abuse of wetland areas could jeopardize the operation of the total Contract and could be cause for a shut-down. If a shut-down occurs because of the Contractor's failure to secure the required permits (i.e. the Contractor's method of work includes impacts not approved by previously acquired permits), the Contractor's negligence or operations, all costs and damages to the Contractor and to the State will be at no additional cost to the Administration. Noncompliance with these requirements will not be considered for an extension of Contract time.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these

special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work

classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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AFFIRMATIVE ACTION REQUIREMENTS
UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL-AID CONTRACTS

CONTRACT GOALS

FOR THE PURPOSE OF THIS CONTRACT, A GOAL OF **8** PERCENT HAS BEEN ESTABLISHED FOR SOCIALLY AND ECONOMICALLY DISADVANTAGED BUSINESSES THAT ARE OWNED AND CONTROLLED BY – THOSE INDIVIDUALS WHO ARE BLACK AMERICANS, HISPANIC AMERICANS, ASIAN-PACIFIC AMERICANS, SUBCONTINENT ASIAN AMERICANS, NATIVE AMERICANS, OR WOMEN PURSUANT TO THE MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT) MINORITY BUSINESS ENTERPRISE PROGRAM:

It is the policy of the Maryland Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) shall have an equal opportunity to participate in the performance of the contracts financed in whole or in part with Federal funds under these agreements. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 and SAFETEA-LU apply to this agreement.

The bidder agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 and SAFETEA-LU have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all bidders shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and SAFETEA-LU to ensure that disadvantaged business enterprises have an equal opportunity to compete for and perform on Federally funded contracts.

The Maryland State Highway Administration, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. "

A. GENERAL

For the purpose of these requirements, the following terms as defined below shall apply:

Administration Representative – A DBE/MBE Officer or employee of an Administration who enforces the laws and regulations pertaining to disadvantaged and minority business enterprise and contract compliance.

Affirmative Actions – Specific steps taken to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve disadvantaged and minority business enterprises fully in contracts and programs.

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Business Enterprises – Any legal entity which is organized in any form other than as a joint venture (e.g., sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions.

Certified Business – A business which by order of the Chair/MBE Advisory Council or his/hers designee, has been certified as a bona fide DBE/MBE. MDOT certification does not equate to a pre-qualification status.

DBE – Disadvantaged Business Enterprise – Reference 49 CFR, Part 26, Subpart A) a small business concern: (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals. Where stock ownership is involved, the disadvantaged owner(s) shall own at least 51 percent of each class of voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued (also applies to publicly owned businesses); and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who have ownership. In this specification the terms MBE and DBE have the same meaning.

DBE/MBE Directory – A compilation of businesses certified by MDOT as disadvantaged, minority, or socially and economically disadvantaged businesses. The directory will be published annually with quarterly supplements. It will also be provided in automated format and on the Internet to be updated as changes are made.

DBE/MBE Participation Packet – The documents submitted by the bidder or proposer pursuant to the appropriate special bid provisions. The DBE/MBE Participation Packet consists of the Certified DBE Utilization and Fair Solicitation Affidavit and the DBE Participation Schedule, both of which must be submitted with your bid or initial price proposal. The DBE Participation Packet also includes the following documents, which shall be submitted after bids or proposals are opened: Outreach Efforts Compliance Statement (MDOT-OP-018-2), DBE Subcontractor Project Participation Affidavit (MDOT-OP-019-2), MDOT Joint Venture Disclosure Affidavit (D-EEO-006), and Minority Contractor Unavailability Certificate (OOC46).

DBE/MBE Program – A program developed by MDOT to implement the requirements of Title 14, Subtitle 3 of the State Finance and Procurement Article, Annotated Code of Maryland; Title 10, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland for Leases of State-Owned Property; and 49 CFR, Part 26, Subparts A and C for all Federal Department of Transportation Financial Assistance Programs.

Director, Office of Equal Opportunity – The individual designated for the Administration's overall MBE compliance.

Joint Venture – An association of a DBE/MBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE/MBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Small Business Administration (SBA) 8(a) Certification – The SBA 8(a) Certification Program is a Federal Program which establishes firms as disadvantaged and eligible for participation in the Federal SBA Program.

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Socially and Economically Disadvantaged Individual Pursuant to 49 CFR, Part 26 – Those individuals who are citizens of the United States (or lawfully admitted permanent residents). For convenience, these individuals and groups are referred to as “minorities” in this document and who are:

1. Found by the MDOT to be socially and economically disadvantaged on a case-by-case basis;
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.
 - a. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - b. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. “Native Americans,” which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
 - d. “Asian-Pacific Americans,” which included persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. “Subcontinent Asian American,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. Women;
3. Only those persons whose personal net worth does not exceed \$750,000 may be found to be economically disadvantaged.

B. DBE/MBE and Good Faith Effort Requirements

1. This contract includes a DBE participation goal for subcontracting and/or procurement of materials and/or services. Bidders (or offerors) must make a good faith effort to meet the DBE participation goal **before bids or proposals are due**, including outreach efforts. A bid or initial proposal must include both a completed and executed Certified DBE Utilization and Fair Solicitation Affidavit and DBE Participation Schedule. The failure of a bidder to complete and submit these documents shall result in a determination that the bid is not responsive. The failure of an offeror to complete and submit these documents shall result in a determination that the proposal is not susceptible of being selected for award.
2. In making a good faith effort to achieve the DBE goal, prior to completing the Certified DBE Utilization and Fair Solicitation Affidavit and the DBE Participation Schedule and prior to submitting a bid or initial proposal the bidders (or offerors) including those bidders or offerors that are certified DBEs must:

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- a. Identify specific work categories within the scope of the procurement appropriate for subcontracting and/or procurement of materials and/or services;
 - b. **Solicit DBEs in writing at least 10 days before bids or initial proposals are due**, describing the identified work categories and providing instructions on how to bid on the subcontracts and/or procurement of materials and/or services;
 - c. Attempt to make personal contact with the DBEs solicited and to document these attempts;
 - d. Assist DBEs to fulfill, or to seek waiver of, bonding requirements; and
 - e. Attend prebid or other meetings the procurement agency schedules to publicize contracting opportunities to DBEs.
3. All firms bidding on a Federal-Aid Contract shall submit the name and address of all subcontractors, service providers and suppliers that submitted quotes on the Contract. All subcontractors, service providers and suppliers shall complete and submit the form entitled Contractor Information, to the Administration.
4. The bidder shall seek commitments from disadvantaged business enterprises by subcontracting and/or procurement of materials and/or services, the combined value of which equals or exceeds the appropriate percent (goal) of the total value of the prime contract. A bidder may count toward its DBE goals expenditures for materials and supplies obtained from DBE regular dealers and/or manufacturers provided that the DBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The bidder may count its entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The bidder may count sixty (60) percent of its expenditures to a DBE regular dealer that is not a manufacturer, provided that the DBE supplier performs a commercially useful function in the supply process. The apparent low bidder shall submit to the Administration, within ten (10) business days after notification that it is the apparent low bidder, an acceptable Affirmative Action Plan for the utilization of Disadvantaged Business Enterprises in this Contract. The Contract will not be awarded without the Bidder's AAP being approved by the Administration.

The Affirmative Action Plan shall include as a minimum:

- a. The name of an employee designated as the bidder's liaison officer for minority affairs.
 - b. A complete DBE Subcontractor Project Participation Affidavit (MDOT-OP-019-2), using contractors whose names appear in the DBE/MBE directory or who are otherwise certified by MDOT as being a disadvantaged business enterprise. Except as permitted by law and approved by the Administration, this affidavit shall include all DBE firms identified on the DBE Participation Schedule with a percentage of participation that meets or exceeds the percentage of participation indicated in the bid or initial proposal.
 - c. A completed Outreach Efforts Compliance Statement (MDOT-OP 018-2).
5. When a bidder intends to attain the appropriate goal for disadvantaged business enterprise participation by use of a joint venture, the bidder shall submit a Joint Venture Disclosure Affidavit (Form D-EEO-006-A) showing the extent of disadvantaged business participation. If a bidder intends to use a joint venture as a subcontractor to meet its goal,

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the affidavit shall be submitted through the bidder by the proposed subcontractor and be signed by all parties. A DBE, even in a joint venture arrangement shall be certified as a DBE by MDOT prior to being included in the Affirmative Action Plan.

6. Where the proposed DBE participation does not meet the DBE contract goals, sufficient evidence to demonstrate that the bidder has taken all necessary and reasonable steps to make a good faith effort to meet these goals shall be required.

7. Determination of Bid Responsiveness for Federal-Aid Contracts

If the bidder is unable to secure from DBEs by subcontracting and/or by procurement of materials and/or services, commitments which at least equal the appropriate percent (goal) of the values of the prime Contract at the time of bid, he shall request, in writing, a waiver of the unmet portion of the goal. This request must be initiated by checking the appropriate box on the Certified DBE Utilization and Fair Solicitation Affidavit submitted with the bid or initial proposal.

The waiver may be granted by the Administrator. To obtain approval of a waiver, the bidder shall submit the following information:

- a. A detailed statement of efforts made prior to bid to contact and negotiate with DBEs including: (i) the dates, names, addresses, and telephone numbers of DBEs who were contacted; (ii) a description of the information provided to DBEs requesting the plans, specifications, and anticipated time schedule for portions of the work to be performed and (iii) a detailed statement of the reasons why additional prospective agreements with DBEs were not reached;
 - b. A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goals;
 - c. For each DBE that the Contractor considers not qualified, but from which a bid has been received, a detailed statement of the reasons for the bidder's conclusion; and
 - d. For each DBE contacted but unavailable, (i) a Minority Contractor Unavailability Certificate (Form OOC46) signed by the disadvantaged business enterprise, or (ii) a statement from the bidder shall be submitted that states that the DBE refused to sign the Certificate.
- 8. Guidance concerning good faith efforts.** The following is a list of the types of actions and factors that will be used to determine the bidder's or offeror's good faith efforts to obtain DBE participation. It 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. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

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- b.** Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder or offeror might otherwise prefer to perform these work items with its own forces.
- c.** Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d.**

 - (1) Negotiating in good faith with interested DBEs. It is the bidder's or offeror's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.
 - (2) A bidder 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. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders and offerors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- e.** Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor'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 contractor's efforts to meet the project goal.
- f.** Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g.** Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h.** Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

CONTRACT PROVISIONS
DBE FOR FEDERAL-AID CONTRACTS

CONTRACT NO. QA2985177
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- i. In determining whether a bidder or offeror has made good faith efforts, you may take into account the performance of other bidders or offerors in meeting the contract goal. For example, when the apparent successful bidder or offeror fails to meet the contract goal, but others meet it, the Administration may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder or offeror could have met the goal. If the apparent successful bidder or offeror fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders or offerors, the Administration may view this, in conjunction with other factors, as evidence of the apparent successful bidder or offeror having made good faith efforts.

9. Bidder Use of DBE Special Services

The bidder shall consider, whenever possible, utilizing the services of minority-owned banks. Most minority banks are full-service corporations that can provide an array of financial services such as Treasury and Tax Loan fund accounts, time and demand deposit accounts, payroll services, and if needed, organization investment counseling.

10. Bidder Records

The bidder shall maintain records showing actions which have been taken to comply with procedures set forth herein.

11. Bidder Cooperation

The bidder shall cooperate with the Administration Representative in any reviews of the Contractor's procedures and practices with respect to DBEs which the Administration Representative may from time to time conduct.

12. Bidder DBE Modifications

During the life of the Contract, all plans to modify the approved DBE participation program will require the approval of the Administrator or his authorized representative. This shall include any changes to the items of work to be sublet or materials and services to be obtained which differ for those in the original DBE participation program. Any such request for revisions shall be directed to the appropriate District Engineer for their disposition.

C. RECORDS AND REPORTS

1. The Contractor shall keep such records as are necessary to determine compliance with its Minority Business Enterprise utilization obligations. The records kept by the Contractor shall be designed to indicate:
 - a. The name of disadvantaged and non-disadvantaged subcontractors and suppliers, the type of work materials or services being performed on or incorporated in this project, and the monetary value of such work materials or services.
 - b. Documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on this project.
 - c. The progress and efforts made in seeking out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project.

CONTRACT PROVISIONS
DBE FOR FEDERAL-AID CONTRACTS

CONTRACT NO. QA2985177
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2. Information required to be submitted for Federally Assisted contracts in accordance with 49 CFR Part 26:
 - a. All bidders (not only the apparent successful bidder) shall provide the following information:
 - (1) The age of the bidding firm; and
 - (2) The annual gross receipts of the bidding firm.
 - b. All bidders (not only the apparent successful bidder) shall provide the following information for each firm quoting or considered as subcontractors:
 - (1) The name of firm; and
 - (2) The address of firm.
 - c. The Administration will contact each of the firms quoting or considered as subcontractors to obtain:
 - (1) The age of the firm; and
 - (2) The annual gross receipts of the firm

If this information already has been gathered by the Administration on a firm and it is current, it will not be requested.
3. The Contractor shall submit reports on a monthly basis of those contracts and other business transactions executed with disadvantaged business enterprises with respect to the records referred to in Subparagraph 1.a above, in such form, manner, and content as prescribed by the Administration. The reports shall be due monthly on the 15th calendar day of each month. If the Contractor cannot submit their report on time, they shall notify the Administration's Representative and request additional time to submit the report. Failure of the Contractor to report in a timely manner may result in a finding of noncompliance. Additional reports may be required by the Administration upon written request.
4. To ensure compliance with the certified DBE contract participation goals, the Contractor shall:
 - a. Submit monthly, a report listing unpaid invoices, over 30 days, from all certified DBE subcontractors and the reason payment has not been made;
 - b. Include in its agreement with certified DBE subcontractors a requirement that the DBE subcontractors are to submit monthly to the Administration, a report identifying the prime Contractor and listing the following:
 - (1) Payment received from the Contractor in the preceding 30 days; and
 - (2) Invoices for which the subcontractor has not been paid.

CONTRACT PROVISIONS
DBE FOR FEDERAL-AID CONTRACTS

CONTRACT NO. QA2985177
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5. All such records shall be retained for a period of three years following acceptance of final payment and shall be available for inspection by the U.S. Department of Transportation, the Maryland Department of Transportation, and the Administration.

D. ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

1. Whenever the Administration believes the prime Contractor or any subcontractor may not be operating in compliance with the terms of these provisions, the Administration Representative will conduct an investigation. If the Administration Representative finds the prime Contractor or any subcontractor not in compliance with these provisions, he will make a report of non-compliance and notify such Contractor in writing of the steps that will, in the judgment of the Administration, bring the Contractor into compliance. If the Contractor fails or refuses to comply fully with such steps, the Administration Representative will make a final report of noncompliance to the Administrator, who may direct the imposition of one or more of the sanctions listed below:

- a. Suspension of work on a project, pending correction;
- b. Withholding payment or a percentage thereof, pending correction;
- c. Referral of DBE/MBE to MDOT Office of MBE for review for decertification or minority business fraud investigation;
- d. Referral to MDOT Office of MBE for review/referral to the Attorney General's Office for review for initiation of debarment;
- e. Referral to the Attorney General's Office for review for debarment or for criminal prosecution through the MDOT Office of General Counsel; or
- f. Any other action as appropriate.

The Administrator will determine which sanction(s) should be imposed in order to promote the purpose of the MDOT DBE/MBE Program.

2. If the documents used to determine the status of a DBE contain false, misleading, or misrepresenting information, the matter may be referred to the MDOT Office of MBE for appropriate action.
3. Loss of DBE Certification
 - a. When a prime Contractor has made a commitment to use a DBE who has lost its certification but the subcontract has not been executed prior to the notice of loss of certification, the prime Contractor is required to obtain an eligible, certified DBE for the contract or demonstrate to MDOT that it has made a good faith effort to do so.
 - b. When a prime Contractor has executed a contract with a DBE subcontractor before the notice of loss of certification, the prime Contractor may continue to use the firm on the contract and may continue to receive credit towards its DBE goal, i.e., contract goal, for the work of that subcontractor.
 - c. The work carried out by a DBE Prime Contractor would be counted by MDOT up to the loss of certification. The work performed after the loss of certification would not be considered DBE participation.

CONTRACT PROVISIONS
DBE FOR FEDERAL-AID CONTRACTS

CONTRACT NO. QA2985177
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- d. When a DBE subcontractor has lost its certification, MDOT may not continue to count the DBE participation which takes place after the loss of certification as DBE work when counting participation towards the overall goal of the modal administration or the Department.
- e. If a DBE's loss of certification is the result of exceeding the size standards while performing on a contract, the DBE participation may be counted for both the contract goal and the overall goal.

E. SUBCONTRACTING.

Subcontracting by the Prime Contractor. Form B Request for Approval of Subcontractor shall be used by the Prime Contractor to request approval of a Subcontractor and also to ensure that a formal Subcontract has been or will be written and kept on file by the Prime Contractor. Completion and submittal of the form by the Prime Contractor acknowledges that the Administration's Contracting Officer may require the submission of the written Subcontract for review by the Administration and/or FHWA.

Lower Tier Subcontracting by an Approved Subcontractor. Form B Subcontractor's Request for Approval of Lower Tier Subcontractor shall be used by an Approved Subcontractor to request approval of a Lower Tier Subcontractor and also to ensure that a formal Subcontract has been or will be written and kept on file by the Subcontractor. Completion and submittal of the form by the Subcontractor acknowledges that the Administration's Contracting Officer may require the submission of the written Subcontract for review by the Administration and/or FHWA.

Form Acquisitions. Maryland State Highway Administration Form B may be acquired through the Administration's Contracts Award Team or District Office. All questions should be directed to the Office of Construction, Contracts Award Team.

It is the Administration's intention to randomly select during each calendar quarter a representative sample of written Subcontracts for review. This review will be conducted by the Office of Construction's Contracts Award Team.

CONTRACT PROVISIONS
MBE/DBE COMPLIANCE FIELD MEETING

CONTRACT NO. QA2985177
1 of 1

MBE/DBE COMPLIANCE FIELD MEETING

A MBE/DBE compliance Field Meeting will be conducted to review the responsibilities of the Administration and the Contractor's personnel relative to MBE/DBE Compliance and documentation. The meeting will be held within two weeks after starting work on the project.

The Construction Project Engineer, who will notify the following of the date, time and location, will arrange the meeting. At least one week advanced notice will be required.

(a) Administrative Representatives.

- (1) Director, Office of Equal Opportunity or Designee
- (2) District Equal Opportunity Officer
- (3) Regional Constructional Engineer
- (4) Construction Project Engineer
- (5) Construction Inspection Division Inspector

(b) Contract Representatives.

- (1) Superintendent - Prime Contractor
- (2) Equal Opportunity Officer - Prime Contractor
- (3) Owner/Superintendent/Foreman MBE/ DBE - Subcontractor

The Construction Project Engineer and Equal Opportunity Representative will jointly conduct the meeting. The Contractor shall notify the appropriate subcontractors and ensure their attendance.

CONTRACT PROVISIONS
TRAFFIC CONTROL PLAN CERTIFICATION

CONTRACT NO. QA2985177
FAP NO. AC-STBG-G-295-1(10)E
1 of 1

TRAFFIC CONTROL PLAN CERTIFICATION

PRIOR TO THE COMMENCEMENT OF WORK ON THIS PROJECT, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE A TRAFFIC CONTROL PLAN CERTIFICATION CONTAINING THE INFORMATION SHOWN BELOW. THE CERTIFICATION FORM WILL BE PROVIDED TO THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT.

The Administration's Traffic Control Plan (TCP) has been reviewed and the following course of action shall be followed:

Option 1 _____

The TCP is accepted and shall be used on this project.

Option 2 _____

The TCP is accepted; however, revisions and/or additions shall be submitted for approval in conformance with the Administration's Specifications 104.01 and TC-2.10. It is understood that no additional sum of money is payable to the Contractor if the Administration accepts Option 2.

Option 3 _____

The TCP is not accepted and revision shall be submitted for approval in accordance with the Administration's Specifications 104.01 and TC-2.10. It is understood that no additional sum of money is payable to the Contractor if the Administration accepts Option 3.

It is understood that the effective implementation of the approved TCP is the responsibility of the Contractor. Minor modifications may be made by the Traffic Manager if field conditions warrant and prior concurrence is obtained from the Engineer. Significant changes to the TCP shall be submitted to the Engineer in writing, for approval, in conformance with the Administration's Specifications 104.01.

(DATE)

(SIGNATURE)

(PRINT SIGNATURE)

(TITLE)

CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. QA2985177
1 of 4

PREVAILING WAGE
INSTRUCTIONS FOR THE CONTRACTOR

PAYROLLS.

Non-Federally Funded Contracts. The Division of Labor and Industry, Prevailing Wage Unit is requiring that all certified payroll records be submitted electronically. For instructions on how to register and submit go online to www.dllr.state.md.us/prevwage and follow the instructions for registering. The regulation addressing this change can be found at COMAR 21.11.11.02. For Non-Federally funded projects, which include prevailing wage rates, the prime Contractor and each subcontractor, shall submit the certified payroll electronically and provide one hard copy to the Project Engineer. All wages shall be paid in conformance with the State Finance and Procurement Article, Section 17-201-17-226 of the Annotated Code of Maryland and the Fair Labor Standards Amendments of 1974 (P.L. 93259). If the award amount of a Non-Federally funded job is less than \$500,000, the project will be exempt from prevailing wage requirements.

A review has been made of the wage conditions in the locality and, based on the information available, the wage rates and fringe payments listed are determined by the Commissioner of the Department of Labor and Industry to be prevailing for the Contract for the described classes of labor in conformance with the law. It shall be the responsibility of the Contractor to fully comply with the law and to contact the Office of the Commissioner of Labor and Industry for interpretation of the provisions of the law.

Federally Funded Contracts. For Federally funded projects, the prime Contractor and each subcontractor shall submit one copy of the certified payroll to the Project Engineer.

General Requirements for Federally and Non-Federally Funded Contracts. All payrolls are subject to the following requirements:

- (a) All payrolls shall be numbered, beginning at No. 1, and consecutively numbered through the end of the Contract.
- (b) Contract and FAP numbers shall be shown on all payrolls (as applicable).
- (c) All payroll submissions shall include:
 - (1) Federally Funded – employees’ full name, classification, and Individual Identifying Number (IIN) e.g. (last four digits of social security number). Refer to FHWA 1273 (IV),(3),(b)1) for further requirements related to weekly payrolls.
 - (2) Non-Federally Funded – employees’ full name, classification, address and social security number.

CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. QA2985177
2 of 4

- (d) All payrolls shall show the employee's basic hourly wage rate, overtime rate (if applicable), and the number of hours worked (tabulated both daily and weekly).
- (e) When fringe benefits are required, indicate separately the amount of employer contributions to fringe benefit funds and/or programs. The fringe benefits shall be individually identified, but may be tabulated on a separate sheet. When required fringe benefits are paid in cash, add the required fringe benefit amount to the basic hourly rate to obtain the total prevailing wage rate for the employee.
- (f) The employee's net pay and the itemized deductions shall be included in all payrolls.
- (g) A Contractor may make deductions that are required by law or required by a collective bargaining agreement (between the Contractor and a bona fide labor organization). Deductions are also permitted if they are identified in a written agreement between the employee and employer that was made at the beginning of employment, provided that the Contractor presents the agreement to the Administration before the employee begins working on the Contract. Each payroll shall also include the U.S. Department of Labor and Hour Public Contracts Division Statement of Compliance Form WH-347 (or its equivalent), signed by an appropriate official of the Contractor/subcontractor. The Contractor's name, address, and telephone number shall also be shown.
- (h) On Non-Federally funded projects, all apprentices shall be registered with the Maryland Apprenticeship and Training Council.
- (i) Contractors employing a classification of worker for which a wage rate was not included on the original wage decision, shall submit to either the Wage and Hour Team (Federally Funded) or Department of Labor and Licensing (DLLR), (Non-Federally Funded), a request for an additional classification and rate prior to the employee's employment at the project.
- (j) Payrolls for Non-Federally Funded projects shall be submitted within 14 calendar days after the end of each payroll period.
- (k) Payrolls for Federally Funded projects shall be submitted within 7 calendar days after the end of each payroll period.
- (l) Contractors and Subcontractors are required to maintain complete social security numbers and home addresses for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and Subcontractors are required to provide such information upon request.

CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. QA2985177
3 of 4

OVERTIME.

Non-Federally Funded Contracts. Overtime rates shall be paid by the prime Contractors and subcontractors under their Contracts and agreements with their employees, which in no event shall be less than time and a half the prevailing hourly rate of wages for all hours worked in excess of ten hours in any one calendar day or forty hours in any one calendar week and work performed on Sundays and legal holidays.

Fringe benefits shall be paid for all hours worked, including the overtime hours. However, the fringe benefit amounts may be excluded from the half time premium due as overtime compensation.

Federally Funded Contracts. Overtime rates shall be paid as specified in Form FHWA 1273. Fringe benefits shall be paid for all hours worked, including the overtime hours. However, the fringe benefit amounts may be excluded from the half time premium due as overtime compensation.

PENALTIES.

Non-Federally Funded Contracts. When the Contractor is delinquent in submitting payroll records, processing of partial payment estimates will be held in abeyance, pending receipt of the records. The Contractor shall be liable to the Administration for liquidated damages in the amount of \$10.00 for each calendar day the records are late.

The Contractor shall be liable to the Administration for liquidated damages in the amount of \$20.00 for each day that an employee is paid less than the prevailing wage.

Federally Funded Contracts. When the Contractor is delinquent in submitting payroll records, processing of partial payment estimates will be held in abeyance pending receipt of the records.

ADDITIONAL CLASSIFICATIONS.

Federally Funded Contracts. If the wage determination lacks a necessary classification the Prime Contractor is responsible to submit the request for the additional classification, with a proposed rate, to the State Highway Administration's Wage and Hour Team. The request is to include a copy of the projects wage determination.

Non-Federally Funded Contracts. If the wage determination lacks a necessary classification the Prime Contractor is responsible to submit the request for the additional classification, with a proposed rate, to the Department of Labor and Licensing (DLLR).

CONTRACT PROVISIONS
PREVAILING WAGE INSTRUCTIONS

CONTRACT NO. QA2985177
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INQUIRIES.

Request for information or questions shall be addressed to:

Maryland State Highway Administration
Office of Construction
Wage and Hour Team
7450 Traffic Drive, Building #4
Hanover, MD 21076
or
Email: wageandhourteam@sha.state.md.us

"General Decision Number: MD20190075 01/04/2019

Superseded General Decision Number: MD20180090

State: Maryland

Construction Type: Highway

County: Queen Anne's County in Maryland.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject

to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/04/2019 |

SUMD2018-017 07/20/2018

| | Rates | Fringes |
|---------------------------------|----------|---------|
| CARPENTER..... | \$ 23.00 | 1.98 |
| CEMENT MASON..... | \$ 24.94 | 4.45 |
| ELECTRICIAN..... | \$ 31.75 | 10.35 |
| IRONWORKER (Fence Erector)..... | \$ 26.88 | 17.74 |
| IRONWORKER, REINFORCING..... | \$ 30.48 | 16.64 |
| IRONWORKER, STRUCTURAL..... | \$ 30.70 | 20.66 |
| LABORER | | |
| Air Tool Operator..... | \$ 14.50 | 3.83 |
| Asphalt Paver..... | \$ 14.50 | 3.83 |
| Asphalt Raker..... | \$ 14.87 | 1.68 |
| Blaster-Dynamite..... | \$ 14.50 | 3.83 |
| Burner..... | \$ 14.50 | 3.83 |
| Common..... | \$ 14.87 | 1.68 |
| Concrete Puddler..... | \$ 14.87 | 1.68 |
| Concrete Surfacers..... | \$ 14.50 | 3.83 |
| Concrete Tender..... | \$ 14.87 | 1.68 |

| | | |
|------------------------------|----------|-------|
| Concrete Vibrator..... | \$ 14.87 | 1.68 |
| Density Gauge..... | \$ 14.87 | 1.68 |
| Fireproofer-Mixer..... | \$ 14.87 | 1.68 |
| Flagger..... | \$ 14.87 | 1.68 |
| Grade Checker..... | \$ 14.87 | 1.68 |
| Hand Roller..... | \$ 14.87 | 1.68 |
| Hazardous Material Handler.. | \$ 14.50 | 3.83 |
| Jackhammer..... | \$ 14.87 | 1.68 |
| Landscaping..... | \$ 14.87 | 1.68 |
| Layout..... | \$ 14.87 | 1.68 |
| Luteman..... | \$ 14.87 | 1.68 |
| Mason Tender..... | \$ 14.50 | 3.83 |
| Mortar Mixer..... | \$ 14.87 | 1.68 |
| Pipelayer..... | \$ 14.50 | 3.83 |
| Plasterer-Handler..... | \$ 14.87 | 1.68 |
| Scaffold Builder..... | \$ 14.50 | 3.83 |
| Tamper..... | \$ 14.87 | 1.68 |
| PAINTER: Bridge..... | \$ 40.00 | 10.40 |
| PILEDRIVERMAN..... | \$ 28.78 | 14.70 |
| PLUMBER..... | \$ 36.87 | 18.48 |
| POWER EQUIPMENT OPERATOR | | |
| Asphalt Distributor..... | \$ 17.00 | 3.40 |
| Backhoe..... | \$ 18.00 | 3.76 |
| Boom Truck..... | \$ 23.50 | 6.96 |
| Broom/Sweeper..... | \$ 18.00 | 4.48 |
| Bulldozer..... | \$ 26.95 | 7.43 |
| Crane..... | \$ 33.50 | 15.35 |
| Excavator..... | \$ 27.10 | 5.63 |
| Gradall..... | \$ 20.00 | 1.41 |
| Grader..... | \$ 23.00 | 4.04 |
| Guard Rail Post Driver..... | \$ 23.50 | |

| | | |
|--------------------------|----------|--------|
| Loader..... | \$ 26.95 | 11.65 |
| Mechanic..... | \$ 24.55 | 5.95 |
| Milling Machine..... | \$ 21.00 | 4.32 |
| Paver..... | \$ 15.50 | 0.99 |
| Roller-Asphalt..... | \$ 15.15 | 0.96 |
| Roller-Earth..... | \$ 13.75 | 3.18 |
| Scraper..... | \$ 17.95 | 5.22 |
| Screed..... | \$ 13.00 | 0.06 |
| Skid Steer (Bobcat)..... | \$ 18.00 | 4.74+a |
| Trencher..... | \$ 18.50 | 4.23 |
| Vacuum Truck..... | \$ 26.35 | 11.65 |

TRUCK DRIVER

| | | |
|----------------------|----------|------|
| Concrete Pump..... | \$ 20.00 | 2.25 |
| Dump..... | \$ 18.39 | 3.47 |
| Flatbed..... | \$ 21.68 | |
| Lowboy..... | \$ 22.00 | |
| Tack/Tar Truck..... | \$ 24.79 | 7.44 |
| Tandem..... | \$ 21.00 | 5.30 |
| Tractor Trailer..... | \$ 32.00 | 2.00 |
| Water..... | \$ 18.25 | 0.61 |

a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

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**NOTICE OF ACTIONS REQUIRED FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as noted in Appendix A and B:

These goals are applicable to all the Contractors' construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this notification. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is noted on appendix B.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (Executive Order 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

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- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and,
 - (iv) American Indians or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a through 7.p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

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policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g.** Review, at least annually, the company's EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to insure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n.** Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more if its obligations under 7.a through 7.p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractors shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at

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which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- 15.** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents

(a.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- 16.** The Contractor will receive at the time of Award Federal Form CC-257 for his use in reporting monthly the Affirmative Actions for minority and female which he has employed.

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APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing on a Federal or federally assisted construction contract or subcontract.

AREA COVERED: Nationwide

GOALS AND TIMETABLES

| Timetable | Goals (percent) |
|--|--------------------|
| From April 1, 1978 until March 31, 1979..... | 3.1 |
| From April 1, 1979 until March 31, 1980..... | 5.0 |
| From April 1, 1980 until further notice..... | 6.9 |

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APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total on-site construction work force, regardless of whether or not part of that work force is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

| State | Goal (percent) |
|--------------------------------|-------------------|
| Maryland: | |
| 019 Baltimore, MD: | |
| SMSA Counties: | |
| 0720 Baltimore, MD..... | 23.0 |
| MD Anne Arundel; MD Baltimore; | |
| MD Carroll; MD Harford; | |
| MD Howard; MD Baltimore City | |
| Non-SMSA Counties..... | 23.6 |
| MD Caroline; MD Dorchester; | |
| MD Kent; MD Queen Annes; | |
| MD Somerset; MD Talbot; | |
| MD Wicomico; MD Worcester | |
| Washington, DC: | |
| 020 Washington, DC: | |
| SMSA Counties: | |
| 8840 Washington, DC..... | 28.0 |
| MD Charles; MD Montgomery; | |
| MD Prince Georges | |
| Non-SMSA Counties..... | 25.2 |
| MD Calvert; MD Frederick | |
| MD St. Marys; MD Washington | |
| Pennsylvania | |
| Non-SMSA Counties..... | 4.8 |
| MD Allegany; MD Garrett | |

Maryland Department of Transportation
State Highway Administration
High Visibility Safety Apparel Policy

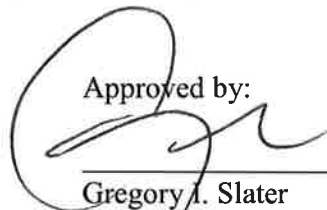
This policy replaces all pre-existing high visibility apparel policies.

Recommended by:



Tim Smith, P.E.
Deputy Administrator
Chief Engineer for Operations

Approved by:



Gregory A. Slater
Administrator

Date:

Date:

1. BACKGROUND

- 1.1 Research demonstrates that high visibility safety apparel has a significant impact on the safety of employees who work on highways and rights-of-way.
- 1.2 In addition, high visibility safety apparel may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

2. STATEMENT OF POLICY

- 2.1 The High Visibility Safety Apparel Policy provides a standardized apparel program.
- 2.2 The program seeks to improve the visibility of all persons who work on Maryland Department of Transportation State Highway Administration (MDOT SHA) highways and rights-of-way.
- 2.3 All safety apparel shall contain the appropriate label identifying the class.
- 2.4 Compliance with this policy was effective as of January 1, 2019.

3. APPLICABILITY

- 3.1 This policy applies to all MDOT SHA employees and all other persons who work on Maryland state highways and rights-of-way.
- 3.2 This policy exceeds the standards referenced in the Maryland Manual on Uniform Traffic Control Devices (MD MUTCD) 2011 Edition.
- 3.3 All workers shall wear, at a minimum, a single ANSI/ISEA 107/2015 Class 3 safety garment on the upper torso.
- 3.4 All ANSI Class 3 safety garments must be worn fully fastened to meet ANSI/ISEA 107/2015 specifications.
- 3.5 MDOT SHA employee garments shall have a fluorescent yellow-green background material color and be the outermost garment worn.
- 3.6 MDOT SHA employee garment retro-reflective material color shall be silver or white and shall be visible at minimum distance of 1,000 feet. The retro-reflective safety

apparel shall be designed to clearly recognize and differentiate the wearer as a person from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not to exceed one-and-one-half inches on either side of the retro-reflective material.

- 3.7 SPECIAL NOTE: A breakaway vest may be considered for certain tasks to prevent entanglement.
- 3.8 Non-MDOT SHA workers' garments shall be approved ANSI/ISEA 107/2015 Class 3 for wear on the upper torso that is either fluorescent orange-red or fluorescent yellow-green background material color and must be the outermost garment worn.
- 3.9 Non-MDOT SHA workers' garments retro-reflective material color shall be orange, yellow, white, silver, yellow-green, or fluorescent version of these colors, and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer as a person from the surrounding work environment.
- 3.10 For all MDOT SHA and non-MDOT SHA workers applicable to this Policy, it is recommended that all ANSI Class 3 safety garments under this Policy be cared for according to the manufacturer specifications.

4. REFERENCES

- 4.1 ANSI/ISEA 107/2015 standard — American National Safety Institute/International Safety Equipment Association
- 4.2 MUTCD 2011 -Manual for Uniform Traffic Control Devices - Sections 6D.03 Paragraph 4 and 6E.02
- 4.3 Visibility Research — The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

5. DEFINITIONS

- 5.1 Highways — all Maryland roadways owned and maintained by MDOT SHA .
- 5.2 High Visibility Safety Apparel (HVSA) — Personal protective safety clothing intended to ensure roadside workers stand-out to drivers during both daytime and nighttime, and other low-light condition usage. The outermost high-visibility garment worn by MDOT SHA and non-MDOT SHA workers who work on MDOT SHA highways and rights-of-way.
- 5.3 Retro-reflective Material – Material that reflects and returns a relatively high proportion of light in a direction close to the direction from which it came.
- 5.4 Background Material – Colored fluorescent material intended to be highly visible, but when not used in conjunction with retro-reflective material as intended, are not compliant with the requirements of this standard for retro-reflective material.
- 5.5 Breakaway – A garment system that allows workers to quickly remove the vest for additional safety around extreme traffic hazards, moving machinery, or equipment.

PROJECT DESCRIPTION

This project, located in Queen Anne's County, is for the resurfacing of MD 213 (Liberty Street and Commerce Street) from Mill Street Branch (MP 7.03) to Gravel Run (MP 7.88) for a total distance of 1.52 miles.

The work will consist of the following:

- (a) Fine Milling Asphalt Pavement**
- (b) Resurfacing**
- (c) Full Depth Patching**
- (d) Curb, Sidewalk Improvements, and ADA Ramp Replacements**
- (e) Erosion and Sediment Control**
- (f) Pavement Markings**
- (g) Maintenance of Traffic**

SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July 1, 2019, revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids.

PROJECT SCHEDULE

The required project schedule for this project is Type B - CPM Typical Project.

EMPLOYMENT AGENCY

The Maryland Department of Labor, Licensing & Regulation (DLLR), Division of Employment & Training can be found on the Website at <http://www.dllr.state.md.us/county>.

County: Queen Anne's County
Address: Queen Anne's County American Job Center
125 Comet Drive
Centreville, MD 21617
Telephone: 410-758-8044
Fax: 410-820-9966
Open on Tuesdays Only
dlwdalcentreville-dllr@maryland.gov

NOTICE TO CONTRACTOR

PROJECT SCHEDULE. All Project Schedules shall conform to Section 109.

NOTICE TO BIDDERS. The Proposal Form Packet in Bid Express requires the following information be submitted for the Bidder and each firm quoting or considered as subcontractors:

- (a) Name of firm.
- (b) Address of firm.
- (c) MBE, Non-MBE, DBE, or Non-DBE.
- (d) Age of firm.
- (e) Annual gross receipts per last calendar year.

AFFIRMATIVE ACTION PLAN (AAP) CONTRACT GOALS. In order to be in compliance with the revised MBE/DBE laws effective September 27, 2011 or later, the bidder is required to complete the AAP information within the MDOT MBE/DBE Form A and Form B (Parts 2 and 3) of the Proposal Form Packet for State, Federal, and State Small Business Reserve Procurements. Failure to complete the information may be grounds for the bid to be declared non-responsive.

HIGH VISIBILITY SAFETY APPAREL POLICY. The Maryland Department of Transportation's State Highway Administration (MDOT SHA) has updated the High Visibility Safety Apparel Policy which is included in this Contract. Contractor shall comply to the policy fully for the parts Contractor is responsible for.

BOOK OF STANDARDS. The Book of Standards for Highway and Incidental Structures is only available on the Administration's Internet Site at www.roads.maryland.gov. The Book of Standards can be located by clicking on Business; Business Standards and Specifications; Construction and Material Standards and Specifications; and Book of Standards for Highway and Incidental Structures.

2019 STANDARD SPECIFICATION FOR CONSTRUCTION AND MATERIALS BOOK. The 2019 Standard Specifications for Construction and Materials Book is only available on the Administration's Internet Site at www.roads.maryland.gov. The 2019 Specification Book can be located by clicking on Business; Business Standards and Specifications; Construction and Material Standards and Specifications; and Standard and Supplemental Specifications for Construction and Materials.

PAYMENT OF STATE OBLIGATIONS. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

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

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An electronic form and additional information can be found at
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Electronic_Funds_Transfer/

BRIDGE UNDERCLEARANCE. The minimum underclearances shall be maintained whenever resurfacing a roadway. This may require grinding the existing pavement prior to placing the resurfacing material. Immediately after completing the resurfacing operation and when the lane closures are still in the effect, the Contractor, in the presence of the Engineer, shall measure the minimum vertical underclearance. The Engineer will submit results to the Office of Structures. The cost of these measurements will be incidental to other pertinent items specified in the Contract Documents.

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the Contract Documents shall be requested, in writing, per the requirement of GP-2.09. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. The Administration will not respond to telephone requests for information concerning this invitation for bids that would materially affect the bid.

Written requests for information or questions shall be addressed to:

Mr. Kenneth Fender
District Engineer, Maryland Department of Transportation State Highway
Administration District 2
Attention: Assaye Gabre
615 Morgnec Road
Chestertown, MD 21620
or
FAX to 410-778-0851

Each request for information or questions shall include the Contract number and the name and address of the originator.

RIGHT-OF-WAY STATUS.

No right-of-way will need to be acquired for this project. All impacts required for sidewalk improvements will be coordinated by the state and handled under the Town of Centreville Sidewalk Ordinance.

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RAILROAD STATEMENT. AC-STBG-G-295-1(10)E

For this project, the Administration is providing the following statement of coordination (check one):

- ☒ No Railroad coordination required (no RR facilities are affected) (check this box when there is no railroad facility within or near the terminus of the project limits)
- ☐ All Railroad work has been completed prior to the project (check this box if traffic control devices within or near the terminus of the Federal-Aid project limits comply with the current edition of the Manual on Uniform Traffic Control Devices)
- ☐ The necessary arrangements have been made for all railroad work to be undertaken and completed as required for proper coordination with physical construction schedules. (Appropriate notification shall be provided in the PS&E for railroad coordination concurrent with the project construction)
- ☐ For AREAWIDE Contracts, the Administration will provide a Statement of Coordination when the Modification to the 25C is submitted, prior to NTP. (Check this box for all AREAWIDE Projects)

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REQUIRED ENVIRONMENTAL PERMITS, APPROVALS AND AUTHORIZATIONS.

The Administration will obtain all required permits, approvals, or authorizations which are within the project scope and limits set forth in the contract documents and listed in the below table. The Contractor shall comply with the requirements of all permits, approvals, or authorizations required for this project. All permits received by advertisement are included in the IFB. Permits received after advertisement and prior to bid opening will be added to the IFB via an addendum.

All of the indicated permits, approvals, and authorizations should be kept on-site unless indicated otherwise. Proposed changes to the project may require additional permits, approvals, and authorizations and/or modifications.

| Permit/ Approval/Authorization Description | Required for this project? | Approval/ Permit/ Authorization Included in IFB? ¹ | Permit, Approval, Or Auth. Number | Expiration Date |
|--|---|---|--|--------------------|
| WETLANDS, WATERWAYS, CRITICAL AREA | | | | |
| MDE Non-tidal Wetland & Waterway Permit | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE Authorization to Proceed | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE Letter of Authorization | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE General Waterway Construction Permit | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE Water Quality Certification | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE Tidal License | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE Tidal Permit | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE Tidal No-License | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| Maryland State Programmatic General Permit | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| COE Individual Permit | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| U.S. Coast Guard Permit | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| Critical Area Commission Approval | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| MDE Water Appropriations Permit for Ground Water | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| EROSION/SEDIMENT CONTROL & STORMWATER MANAGEMENT | | | | |
| Stormwater Management and Erosion & Sediment Control Approval | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| NPDES Permit for Stormwater Associated with Construction Activity ² | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| AASCD Approval | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |

SPECIAL PROVISIONS
NOTICE TO CONTRACTOR

CONTRACT NO. QA2985177
5 of 5

| Permit/ Approval/Authorization Description | Required for this project? | Approval/ Permit/ Authorization Included in IFB? ¹ | Permit, Approval, Or Auth. Number | Expiration Date |
|--|---|---|--|--------------------|
| TREES | | | | |
| MD Roadside Tree Permit | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| Maryland Reforestation Law Approval | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |
| Maryland Forest Conservation Act Approval | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> Draft <input type="checkbox"/> No | | |

¹ 'Draft' indicates the formal permit has not been obtained but draft permit conditions are included.

² See website listed below for complete NPDES Permit requirements:

<http://mde.maryland.gov/programs/Permits/WaterManagementPermits/Documents/2014MDRC-GeneralPermit.pdf>

Abbreviations:

AASCD - Anne Arundel Soil Conservation District

COE – U.S. Army Corps of Engineers

MDE – Maryland Department of the Environment

NPDES – National Pollutant Discharge Elimination System

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER MANAGEMENT ADMINISTRATION
MODIFICATION OF THE
STATE-WIDE LETTER OF AUTHORIZATION

AUTHORIZATION NUMBER: 15-NT-0287/201561369
 EFFECTIVE DATE: March 21, 2016
 EXPIRATION DATE: November 16, 2025
 AUTHORIZED PERSON: Maryland Department of Transportation
 State Highway Administration
 707 N. Calvert Street
 Baltimore, Maryland 21202
 Attn: Mr. Todd Nichols



IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND (2007 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS OF AUTHORIZATIONS, MARYLAND DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION ("AUTHORIZED PERSON"), IS HEREBY AUTHORIZED BY THE WATER MANAGEMENT ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ("APPROVED PLAN") AND PREPARED BY MARYLAND DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY ADMINISTRATION AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

The Authorization includes disturbance to the 100-year floodplain and/or the 25-foot nontidal wetland buffer for the following Maryland State Highway Administration maintenance and upgrade related activities. No streams or wetlands will be affected by this work.

1. Sidewalks: This activity includes construction of new sidewalk and lengthening or widening existing sidewalk (e.g. Americans with Disabilities Act (ADA)-compliant sidewalk reconstruction), and other similar activities;
2. Signals, Lighting, and Signing: This activity includes installation of video detection equipment at signalized intersections; modification and/or removal of existing highway signs and the installation of new highway signs; installation and/or reconstruction of traffic signals, intersection lighting, signs, camera and loops for detection, minor geometrics within existing pavement footprint; installation and /or reconstruction of un-interrupted power supply and light emitting diode applications and related traffic control devices; installation and/or modification of sign lighting maintenance systems; and, installation of new roadway and sign lighting systems, and other similar activities.
3. Guardrail and Median Traffic Barrier: This activity includes removing guardrail, adding new guardrail median barriers, rehabilitating existing traffic barrier systems, and other similar activities;
4. Utility relocation and maintenance: Utility installation, relocation and maintenance associated with a roadway project, both above and underground; with review and approval from Maryland Department of Natural Resources Plan Review Division;
5. Ditch Trimming: This activity includes repair or maintenance of serviceable roadside ditches, including sediment and debris removal to restore the channel to its original state or design capacity, where no wetland or intermittent or perennial stream is present (the Authorized Person shall request the Administration to make a jurisdictional determination if the status of the ditch is uncertain);
6. Soil borings and utility test pits: These activities require use of low-impact (rubber, no tread) tires and minimal clearing to allow equipment to reach boring/test pit locations. Construction of access roads is not allowed, however temporary placement of timber mats is allowed;
7. Landscaping: This activity would consist of installation of trees, shrubs, and landscaping beds, both by hand and by machine, and other similar activities.

8. Pavement Rehabilitation: This activity includes pavement overlay/resurfacing and other similar activities with a Flood Risk Certification (includes resurfacing/overlay of existing roadway surface within the disturbance area, which may increase the road surface elevation, and other similar activities);
9. Minor Structure Repairs: This activity includes bridge painting and cleaning; deck replacement; deck overlays; and minor repairs to piers, abutments, wingwalls, headwalls, and other similar structures using mortar with no change to the original structure dimensions and no in-stream work; minor maintenance and repairs to bridges/roadway surface; and includes use of associated temporary scaffolding;
10. Stormwater Management (SWM) Facility Maintenance: This activity includes repair or maintenance of serviceable SWM facilities, including vegetation removal/mowing; sediment and debris removal to restore the SWM facility to its original state or design capacity; structure or embankment repairs; and access and staging for such activities on existing roads and designated areas.



Amanda Sigillito, Chief
Nontidal Wetlands Division

Attachments: Conditions of Authorization
Best Management Practices

cc: WMA, Compliance Program w/ file

THE FOLLOWING CONDITIONS OF AUTHORIZATION APPLY TO ALL ACTIVITIES AUTHORIZED BY
 AUTHORIZATION NUMBER 15-NT-0287/201561369
 PAGE 3 of 6

SPECIAL CONDITIONS

1. **Eligibility:** The following activities that are conducted in proximity to the below listed sites are not eligible for approval under this Authorization:
 - a. Public water supply intakes except where the activity is for repair of public water supply intake structures or adjacent bank stabilization;
 - b. Historic sites listed, or eligible for listing, in the National Register of Historic Places, unless the requirements of the National Historic Preservation Act have been satisfied;
 - c. Sites potentially containing State and/or Federally Protected Rare, Threatened or Endangered Species habitat, unless the concerns of the Maryland Department of Natural Resources have been satisfied; and,
 - d. Activities that impact nontidal wetlands, waterways, and/or floodplain of a wild and scenic river as defined in Natural Resources Article 8-405, Annotated Code of Maryland.
 - e. Permanent obstructions are not created that would affect the hydraulic characteristics of the floodplain.
2. **Notification:** Authorized person shall provide the Department written notification of activities authorized by this Authorization at least 5 days in advance of the initiation of the planned activities. Notification shall include the location, the type of activity, the estimated starting date, the estimated completion date, and estimated impact to the 100-year floodplain and/or nontidal wetland buffer.
3. **Reporting:** Authorized person shall provide quarterly reports to the Department (Attention: William Seiger, Chief Waterway Construction Division, 1800 Washington Blvd., Baltimore, MD 21230) that describe all activities completed under this Letter of Authorization during the previous three months. The report shall list the type of activity, the number of times that activity was conducted and the estimated total impact from that activity to the 100-year floodplain and/or the nontidal wetland buffer. The report shall include a description of how the nontidal wetland buffer was delineated.
4. **Consideration of Natural Functions during Construction:** Authorized activities shall be conducted so as not to:
 - a. Restrict or impede the movement of fish and wildlife indigenous to the nontidal wetlands or adjacent water;
 - b. Restrict or impede the passage of normal and expected high water flows;
 - c. Disturb breeding areas for migratory waterfowl;
 - d. Increase the risk of flooding to other properties; or
 - e. Degrade wetland capabilities to maintain pre-disturbance base flow characteristics.
5. **Preservation of Woody Vegetation:** Within nontidal wetland buffers, selectively remove trees and shrubs only as necessary to operate equipment and install, repair, or maintain the authorized activity. Trees to be removed shall be marked in the field and any plans required prior to conducting the activity.
6. **Construction Access:** Existing access roads within existing rights-of-way shall be utilized wherever practicable. Construction of access roads outside of existing rights-of-way within regulated areas shall be submitted to the Department for individual review and approval.
7. **Preservation of Surface Soil:** Within authorized disturbances in nontidal wetland buffers, the top six (6) inches of soil material shall be stripped, stockpiled and maintained separate from other fill materials. This surface soil shall be used as the top layer of back filled material during final site restoration.
8. **Operation and Equipment:** Equipment shall not be operated within stream channels or in a manner that breaks down stream banks. Hand operated equipment shall be used wherever possible to minimize impacts to nontidal wetland buffers. Motorized equipment shall be operated from existing roads where possible, or shall be placed on mats or otherwise designed and operated to prevent damage to nontidal wetland buffers. Pre-construction grades and elevations shall be restored.
9. **Temporary Disturbance and Stabilization:** Temporary stockpiles, excavated materials, and fills shall not be placed in 100-year floodplain and/or nontidal wetland buffer for more than 30 days, and shall be removed in their entirety prior to completion of permitted activities and affected areas returned to pre-construction grades. Where plans are prepared for authorized activities, areas subject to temporary disturbance shall be delineated clearly. Within nontidal wetlands and buffers, temporary stabilization shall be accomplished with appropriate annual rye, short-lived perennial species, or Department recommended wetland seed mix to allow for natural succession. Kentucky 31 fescue shall not be used in nontidal wetlands and wetland buffers.

GENERAL CONDITIONS

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.

2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities with two (2) years of the Effective Date of this Authorization or the Authorization shall expire. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington Counties, Authorized Person shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery and Prince George's Counties, Authorized Person shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, and St. Mary's Counties, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Harford, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester Counties, Authorized Person shall call 410-901-4020. If Authorization is for a project that is part of a mining site, please contact the Land Management Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Authorized Person shall obtain approval from the Maryland Department of the Environment or State Highway Administration Plan Review Division as needed, for a grading and sediment control plan specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Federally Mandated State Authorizations:**
N/A Water Quality Certification: Water Quality Certification is granted for this project provided that all work is performed in accordance with the authorized project description and associated conditions.
X Coastal Zone Consistency: This Authorization constitutes official notification that authorized activities are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Federal Coastal Zone Management Act of 1972, as amended. Activities within the following counties are not subject to this requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.
11. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
12. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.
13. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.

14. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
15. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
16. **Instream Construction Prohibition:**
 X No instream construction is to occur under this Authorization.
17. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
18. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by this Authorization or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
19. **Restoration of Construction Site:** Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

Authorization from the U.S. Army Corps of Engineers is not required as long as no regulated activities occur in "waters of the United States," including jurisdictional wetlands.

**BEST MANAGEMENT PRACTICES FOR WORKING IN
NONTIDAL WETLANDS, WETLAND BUFFERS,
WATERWAYS, AND 100-YEAR FLOODPLAINS**

- 1) No excess fill, construction material, or debris shall be stockpiled or stored in nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 2) Place materials in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 3) Do not use the excavated material as backfill if it contains waste metal products, unsightly debris, toxic material, or any other deleterious substance. If additional backfill is required, use clean material free of waste metal products, unsightly debris, toxic material, or any other deleterious substance.
- 4) Place heavy equipment on mats or suitably operate the equipment to prevent damage to nontidal wetlands, nontidal wetland buffers, waterways, or the 100-year floodplain.
- 5) Repair and maintain any serviceable structure or fill so there is no permanent loss of nontidal wetlands, nontidal wetland buffers, or waterways, or permanent modification of the 100-year floodplain in excess of that lost under the originally authorized structure or fill.
- 6) Rectify any nontidal wetlands, wetland buffers, waterways, or 100-year floodplain temporarily impacted by any construction.
- 7) All stabilization in the nontidal wetland and nontidal wetland buffer shall consist of the following species: Annual Ryegrass (*Lolium multiflorum*), Millet (*Setaria italica*), Barley (*Hordeum* sp.), Oats (*Uniola* sp.), and/or Rye (*Secale cereale*). These species will allow for the stabilization of the site while also allowing for the voluntary revegetation of natural wetland species. Other non-persistent vegetation may be acceptable, but must be approved by the Nontidal Wetlands and Waterways Division. **Kentucky 31 fescue shall not be utilized in wetland or buffer areas.** The area should be seeded and mulched to reduce erosion after construction activities have been completed.
- 8) After installation has been completed, make post-construction grades and elevations the same as the original grades and elevations in temporarily impacted areas.
- 9) To protect aquatic species, in-stream work is prohibited as determined by the classification of the stream:
 - Use I waters: In-stream work shall not be conducted during the period March 1 through June 15, inclusive, during any year.
 - Use III waters: In-stream work shall not be conducted during the period October 1 through April 30, inclusive, during any year.
 - Use IV waters: In-stream work shall not be conducted during the period March 1 through May 31, inclusive, during any year.
- 10) Stormwater runoff from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.
- 11) Culverts shall be constructed and any riprap placed so as not to obstruct the movement of aquatic species, unless the purpose of the activity is to impound water.



APPROVAL EXEMPTION

FOR STORMWATER AND SEDIMENT CONTROL

Contract No: QA2985177

Road: MD 213

Description: MD 213 (Centreville Road) from Mill Stream
Branch to Gravel Run Safety and Resurfacing
(MP 7.06 to MP 7.85)

Date Submitted: 08/12/2019

Exemption from stormwater management and erosion and sediment control approval is hereby granted to Maryland Department of Transportation State Highway Administration (MDOT SHA) per Section 3.2 of the MDOT SHA Sediment and Stormwater Guidelines. A new exemption is required if changes to scope or design increase the limits of disturbance or earthwork quantities. The project may require additional permits before construction commences. Please coordinate with MDOT SHA Office of Environmental Design – Environmental Programs Division and Office of Planning and Preliminary Engineering – Environmental Planning Division to ensure compliance with all required permits.

This exemption is from formal approval only. The project must still provide effective erosion and sediment controls during construction and comply with all other applicable local and State laws (COMAR 26.17.01.10).

Granted By: Matthew Keenan
Matthew Keenan, P.E., Chief
Plan Review Division

Date: 8/15/2019

Project Data Summary

| | |
|------------------------------|---|
| Description of Proposed Work | This project involves the resurfacing and rehabilitation of MD 213 from Mill Street Branch to Gravel Run. The primary intent of this project is resurfacing, rehabilitation and improvements of non-compliant ADA facilities. Proposed improvements being evaluated include fine milling and resurfacing, full depth patching, improved pedestrian access, pavement markings and signage. |
| Limit of Disturbance (LOD) | 4792 SF |
| Earthwork | 69 CY |

TERMS AND CONDITIONS

TC SECTION 2
BIDDING REQUIREMENTS AND CONDITIONS

DELETE: TC-2.05 — DELIVERY OF BIDS in its entirety.

INSERT: The following.

TC-2.05 DELIVERY OF BIDS

The bid shall be submitted only via the Administration-required electronic bidding software and website. Paper copy submittals of the bid will not be accepted, except for the Proposal Guaranty. An authorized representative is required to sign the bid electronically. The Administration may choose to reject a bid if it is not electronically signed by an authorized representative.

The bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to:

(a) Schedule of Prices.

(b) Proposal electronic bidding file with Bidder's Certificate.

(c) Bid Security:

(1) An electronic verification of the bid bond submitted with the bid. A paper submission of the bid bond is not acceptable.

(2) A clear electronic image of all other acceptable forms of proposal guaranty must be uploaded to Manual Verification tab for Bid Bond and submitted with the bid. The original proposal guaranty with the contractor name, contract number and the bid opening date must be sent to or delivered to: Attention: C/O Contracts Award Team, Building #4, Maryland State Highway Administration, located at 7450 Traffic Drive, Hanover MD 21076. It must be received by the Administration no later than three business days after bid opening.

(3) No bid will be considered unless the proposal guaranty or an evidence thereof is received by the Administration in proper form by the bid opening date and time. An acknowledgement may be obtained by the bidder as a proof of proposal guaranty delivery.

(d) MBE/DBE forms.

(e) Other related documents as specified in the Contract.

SPECIAL PROVISIONS

CONTRACT NO. QA2985177

TC-2.05 — DELIVERY OF BIDS

2 of 2

The Bidder is solely responsible for any errors and for the timely submission of the bid, all components thereof and all attachments thereto through the electronic bidding system. The Administration assumes no responsibility for any claim arising from the failure of any Bidder or of the electronic delivery system to cause any bid, its component(s), or attachment(s) thereto to not be delivered or to be corrupted during delivery.

SPECIAL PROVISIONS

TC — 4.02 FAILURE TO MAINTAIN PROJECT

CONTRACT NO. QA2985177

1 of 1

TERMS AND CONDITIONS**TC SECTION 4
CONTROL OF WORK****TC-4.02 FAILURE TO MAINTAIN PROJECT**

ADD: As a third paragraph.

Additionally, an appropriate deduction will be made from the Contractor's next progress estimate for each day or portion thereof that Maintenance of Traffic deficiencies exist, and will continue until the deficiencies are satisfactorily corrected and accepted by the Engineer. Any portion of a day will be assessed a full day deduction. The deduction will be equal to a prorata share of the lump sum price bid for Maintenance of Traffic or an amount prorated from the Engineer's estimate, whichever is more. The amount prorated will be the per diem amount established by using the working days (based upon calendar dates when required) divided into the total value of the bid item or the Engineer's estimate of that item, whichever is more.

The above noted deduction will be assessed on the next progress estimate if:

The Contractor does not take action to correct the deficiencies and properly assume the responsibilities of maintaining the project (as determined by the Engineer) within four hours of receiving a notice to comply with the required maintenance provisions.

The deduction will be equal to the daily prorated share of the lump sum price bid for Maintenance of Traffic or \$500.00 per day, whichever is more for each day or portion thereof that the deficiencies exist, and will continue until the deficiencies and proper assumption of the required maintenance provisions are satisfactorily corrected and accepted by the Engineer. The amount of monies deducted will be a permanent deduction and are not recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

SPECIAL PROVISIONS

TC — 7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

CONTRACT NO. QA2985177

1 of 3

TC SECTION 7 PAYMENT

TC-7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

(a) General. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of diesel fuel.

The monthly index price used for calculating the PA will be the On-Highway Diesel Fuel Price for the Central Atlantic Region published by the U.S. Department of Energy, Energy Information Administration, at www.eia.doe.gov. The monthly index price will be the average of the weekly prices posted for the month.

The prevailing base index price will be the price specified for Diesel Fuel currently posted at www.roads.maryland.gov (Business Center /Contracts, Bids, and Proposals) prior to bid opening. A historical database will be maintained by the Administration.

The adjustment factors for specific categories of the work are included in Table TC-7.09. Category D will apply to this Contract.

The PA will be calculated when the index for the current month increases or decreases more than 5 percent of the base index. The total dollar amount of fuel adjustment will be limited to 5 percent of the Contract Total Amount as bid. If an increase or decrease in costs exceeds 5 percent of the Contract Total Amount as bid, no further adjustment will be made.

Computations for adjustment will be as follows:

$$\text{Percent Change} = [(E - B)/B] \times 100$$

$$PA = [E - (B \times D)] \times F \times Q$$

Where:

PA = Amount of the price adjustment

E = Current monthly index price

B = Prevailing base index price

D = 1.05 when increase is over 5%; 0.95 when decrease is over 5%

F = Applicable fuel adjustment factor from Table TC-7.09

Q = Quantity of individual units of work

SPECIAL PROVISIONS

TC — 7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

CONTRACT NO. QA2985177

2 of 3

TABLE TC-7.09

| COST ADJUSTMENT FACTORS FOR DIESEL FUEL | | | |
|--|--|--------------------|---------------|
| CATEGORY | DESCRIPTION | UNITS | FACTOR |
| A | Sum of Cubic Yards of Excavation in Category 200 | Gallons/Cubic Yard | 0.29 |
| B | Sum of Structure Concrete in Category 400 | Gallons/Cubic Yard | 1.892 |
| C | Sum of Aggregate Base in Category 500 | Gallons per ton | 0.60 |
| D | Sum of Asphalt in Category 500 | Gallons per ton | 3.50 |
| E | Sum of Rigid Concrete Pavement in Category 500 | Gallons/Cubic Yard | 0.95 |
| | | | |

Any difference between the checked final quantity and the sum of quantities shown on the monthly estimates for any item will be adjusted by the following formula:

$$\text{FPA} = [(\text{FCQ} \div \text{PRQ}) - 1] \times \text{EA}$$

Where:

FPA = Final PA for the item that increased or decreased

FCQ = Final Checked Quantity of the item

PRQ = Total Quantity of the item reported on the most recent estimate

EA = Total PA of the item shown on most recent estimate

(b) Price Adjustment Criteria and Conditions. The following criteria and conditions will be considered in determining the PA.

(1) Payment. The PA will be computed on a monthly basis. PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Diesel Fuel. The item amount will be established by the Administration, and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

The monthly base price for determining a PA for all work performed after the Contract completion date, as revised by an approved time extensions, will be the monthly base price at the time of the Contract completion date (as extended) or at the time the work was performed, whichever is less.

SPECIAL PROVISIONS

CONTRACT NO. QA2985177

TC — 7.09 PRICE ADJUSTMENT FOR DIESEL FUEL

3 of 3

- (2) **Expiration of Contract Time.** When eligible items of work are performed after the expiration of Contract time with assessable liquidated damages, no PA will be made.
- (3) **Final Quantities.** Upon completion of the work and determination of final pay quantities, an adjusting Change Order will be prepared to reconcile any difference between estimated quantities previously paid and the final quantities.
- (4) **Inspection of Records.** The Administration reserves the right to inspect the records of the Contractor to ascertain actual pricing and cost information for the diesel fuel used in the performance of the applicable items of work.
- (5) **Additional Work.** When applicable items of work, as specified herein, are added to the Contract as additional work, in accordance with the Contract provisions, no PA will be made for the fluctuations in the cost of diesel fuel unless otherwise approved by the Engineer. The Contractor shall use current fuel costs when preparing required backup data for work to be performed at a negotiated price.
- (6) **Force Account.** Additional work performed on a force account basis, reimbursement for material, equipment, and man-hours as well as overhead and profit markups will be considered to include full compensation for the current cost of diesel fuel.

SPECIAL PROVISIONS INSERT
103 — ENGINEERS OFFICE

CONTRACT NO. QA2985177
1 of 1

CATEGORY 100
PRELIMINARY

SECTION 103 — ENGINEERS OFFICE

103.03.06 Engineers Office Equipment and Services.

(2) Computer Software

DELETE: The table in its entirety.

INSERT: The following.

| Type | Software Package |
|--|---|
| Operating System | Microsoft Windows 10 or newer |
| Productivity Tools | 32-bit Microsoft Office Professional 2016 or newer |
| PDF File Reader | Adobe Acrobat Reader - current version |
| Note: Include all current software updates and service packs. | |

CATEGORY 100
PRELIMINARY

SECTION 103 – ENGINEERS OFFICE

103.03.07 Specific Field Office Requirements.

DELETE: Table 103.03.07B – Office Equipment Quantity Requirements in its entirety.

INSERT: The following.

Table 103.03.07B - Office Equipment Quantity Requirements

| ITEM | SECTION | QUANTITY |
|---|-----------------|-----------------|
| Type A - Desktop Computer | 103.03.06(a)(1) | 1 |
| Type B - Laptop Computer | 103.03.06(a)(1) | 0 |
| High-Capacity Multi-function B&W Laser Copier/Scanner/Printer | 103.03.06(c) | 1 |
| Low-Capacity Multi-function Color Ink Jet Printer/Scanner/Copier/FAX | 103.03.06(d) | 0 |
| Paper shredder | 103.03.06(e) | 1 |
| Digital camera | 103.03.06(f) | 0 |
| Additional Monitor 24" Widescreen HD LED with integrated webcam and microphone that is compatible with project assigned devices | N/A | 0 |

SPECIAL PROVISIONS

104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. QA2985177

1 of 5

**CATEGORY 100
PRELIMINARY**

SECTION 104 — MAINTENANCE OF TRAFFIC

104.01 TRAFFIC CONTROL PLAN (TCP)

104.01.01 DESCRIPTION.

DELETE: The fourth paragraph sentence “Refer to contract Documents for Work Restrictions.” in its entirety.

INSERT: The following.

Work Restrictions.

Work is not permitted on the following holidays indicated below with an “X”, nor is work permitted on the day immediately preceding and immediately following the holidays indicated below with an “X”.

- ☒ New Year's Day, January 1
- ☐ Martin Luther King's Birthday, the third Monday in January
- ☐ President's Day, the third Monday in February
- ☐ Good Friday
- ☐ Easter Weekend
- ☒ Memorial Day, the last Monday in May
- ☒ Independence Day, July 4
- ☒ Labor Day, the first Monday in September
- ☐ Columbus Day, the second Monday in October
- ☐ Veterans Day, November 11
- ☒ Thanksgiving Day, the fourth Thursday in November
- ☒ Christmas Day, December 25

Work is not permitted on the following weekend days indicated below with an “X”.

- ☐ Saturdays, unless prior written approval is given by the Engineer
- ☐ Sundays, unless prior written approval is given by the Engineer

| TEMPORARY LANE OR SHOULDER CLOSURE SCHEDULE | | | |
|--|--|-----------------------|------------------------------------|
| ROADWAY | # LANE(S) / SHOULDER CAN BE CLOSED | DAY OF THE WEEK | CLOSURE PERIOD (TIME OF DAY) |
| MD 213 Northbound | 1/1 | Friday to Monday | 9am to 3pm |
| MD 213 Southbound | 1/1 | Friday to Monday | 9am to 3pm |

ADD: The following after the last paragraph, “Any monetary savings...and the Administration.”

When closing, or opening a lane or shoulder on freeways, expressways, and roadways with posted speed ≥ 55 mph, ensure a work vehicle is closely followed by a protection vehicle (PV) during installation and removal of temporary traffic control devices. The PV shall consist of a work vehicle with approved flashing lights, either a truck-mounted attenuator (TMA) with support structure designed for attaching the system to the work vehicle or a trailer truck-mounted attenuator (TTMA) designed for attaching the system to the work vehicle by a Pintle hook and an arrow panel (arrow mode for multilane roadways and caution mode on two-lane, two-way roadways).

Temporary Traffic Control for shoulder work along freeways, expressways, and roadways with posted speed ≥ 55 mph shall include the use of a PV. The PV shall be outfitted with a TMA or

SPECIAL PROVISIONS

104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. QA2985177

3 of 5

TTMA as noted above and be positioned on the shoulder to protect the work area throughout the duration of the shoulder work operation.

The work vehicle size and method of attachment shall be as specified in the TMA/TTMA manufacturer's specification as tested under NCHRP and/or MASH Test Level 3.

When a temporary lane or shoulder closure is in effect, begin work within one hour after the lane is closed. For any delay, greater than one hour and no work in progress, remove the lane/shoulder closure. Ensure the Traffic Manager attends the Pre-Construction, Pre-Structural Steel Erection, Pre-Concrete Placement, Pre-MOT Shift, and Pre-Paving Meetings and is prepared to competently discuss traffic control, the Traffic Control Plan (TCP), and the procedures to be implemented for lane closures.

All closures shall be in conformance with the approved TCP and at the direction of the Traffic Manager and the Engineer.

Workers and equipment, including temporary traffic control devices needed for setting up a lane closure or restriction, are prohibited in the lane/shoulder to be closed or restricted before the time permitted in the Contract Documents unless otherwise approved by the Engineer.

Temporary traffic control devices to be used for lane/shoulder closure may be placed on the shoulder of the roadway by workers no earlier than 30 minutes prior to the actual time lane/shoulder closure or restriction is permitted. When temporary traffic control devices are being installed, ensure that all work vehicles involved in the installation display flashing lights that provide a 360-degree visibility of the vehicles. These lights shall remain on until the full installation of TTC devices is complete. Temporary traffic signs may be displayed to traffic at this time.

Workers shall not enter any lane open to traffic. Workers may be present on shoulders to prepare for lane closure setup no earlier than 30 minutes prior to the actual time lane/ shoulder closures or restrictions are permitted. During preparation for the lane closure, ensure that all work vehicles at the site and involved in the installation of the lane closure or restriction display flashing lights that provide 360-degree visibility of the vehicles, as required by MD 104.01-18B. These lights shall remain on while the vehicle remains in the work zone and until the full implementation of the road closure or restriction is complete.

Restore all temporary lane or shoulder closures at the end of the closure period and ensure that no travel lane has been reduced to less than 11 ft on expressways, freeways and 10 ft on other roadways. Prior to opening the closed lane or shoulder, clear the lane or shoulder of all material, equipment, and debris.

Failure to restore full traffic capacity within the time specified will result in a deduction assessed in conformance with the following.

This is in addition to the requirements specified in TC-4.02.

SPECIAL PROVISIONS
104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. QA2985177
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The lane closure penalties for freeways are categorized by the District in which they are located.

For Districts 1, 2 and 6, the following fee structure will be followed:

| ASSESSED DEDUCTIONS FOR FREEWAYS | |
|---|--|
| ELAPSED TIME, (MINUTES) | DEDUCTION |
| <i>For 1 Lane Closures</i> | |
| 1 – 10 | \$ 100.00 |
| Each minute over 10 | \$50.00 per minute (In addition to original 10 minute deduction) |
| <i>For 2 or more Lane Closures</i> | |
| 1 – 10 | \$ 200.00 |
| Each minute over 10 | \$100.00 per minute (In addition to original 10 minute deduction) |

For Districts 3, 4, 5 and 7, the following fee structure will be followed:

| ASSESSED DEDUCTIONS FOR FREEWAYS | |
|---|--|
| ELAPSED TIME, (MINUTES) | DEDUCTION |
| <i>For 1 Lane Closures</i> | |
| 1 – 10 | \$ 1,000.00 |
| Each minute over 10 | \$500.00 per minute (In addition to original 10 minute deduction) |
| <i>For 2 or more Lane Closures</i> | |
| 1 – 10 | \$ 2,000.00 |
| Each minute over 10 | \$1,000.00 per minute (In addition to original 10 minute deduction) |

The lane closure penalties for other roads are categorized by intersection Level of Service. The penalty for other roads with Level of Service D, E or F is greater than that for Level of Service A, B or C.

SPECIAL PROVISIONS
104.01 — TRAFFIC CONTROL PLAN

CONTRACT NO. QA2985177
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For Level of Service A, B or C, the following fee structure will be followed:

| ASSESSED DEDUCTIONS FOR OTHER ROADS | |
|--|--|
| ELAPSED TIME, (MINUTES) | DEDUCTION |
| <i>For 1 Lane Closures</i> | |
| 1 – 10 | \$ 150.00 |
| Over 10 | \$75.00 per minute (In addition to the original 10 minute deduction) |
| <i>For 2 or more Lane Closures</i> | |
| 1 – 10 | \$ 300.00 |
| Over 10 | \$150.00 per minute (In addition to the original 10 minute deduction) |

For Level of Service D, E or F, the following fee structure will be followed:

| ASSESSED DEDUCTIONS FOR OTHER ROADS | |
|--|--|
| ELAPSED TIME, (MINUTES) | DEDUCTION |
| <i>For 1 Lane Closures</i> | |
| 1 – 10 | \$ 300.00 |
| Over 10 | \$150.00 per minute (In addition to the original 10 minute deduction) |
| <i>For 2 or more Lane Closures</i> | |
| 1 – 10 | \$ 600.00 |
| Over 10 | \$300.00 per minute (In addition to the original 10 minute deduction) |

To modify the work restrictions, submit a request to the Engineer in writing with at least 72 hours notice. Do not implement any changes until written approval from the Engineer is received. Include a copy of the original work restrictions with the written request. The Engineer also reserves the right to modify or expand the methods of traffic control or working hours as specified in the Contract Documents.

SPECIAL PROVISIONS INSERT
104 — MAINTENANCE OF TRAFFIC

CONTRACT NO. QA2985177
1 of 1

CATEGORY 100
PRELIMINARY

SECTION 104 — MAINTENANCE OF TRAFFIC

104.23 PROTECTION VEHICLE (PV)

104.23.01 DESCRIPTION

ADD: The following after the sentence "... at Test Level 3" in the fourth paragraph.

The gross vehicle weight rating (GVWR) of the work vehicle shall be a minimum of 14 000 lbs., and any fuel tank or container of hazardous materials shall be at least 10-1/2 ft. from the rear of the work vehicle.

SPECIAL PROVISIONS INSERT
109 — PROJECT SCHEDULE

CONTRACT NO. QA2985177
1 of 1

CATEGORY 100
PRELIMINARY

SECTION 109 — CRITICAL PATH METHOD PROJECT SCHEDULE

CHANGE: The title of Section 109 to “Section 109 – PROJECT SCHEDULE”.

SPECIAL PROVISIONS INSERT
110 — ACTIVITIES CHART PROJECT SCHEDULE

CONTRACT NO. QA2985177
1 of 1

CATEGORY 100
PRELIMINARY

SECTION 110 — ACTIVITIES CHART PROJECT SCHEDULE

DELETE: Section 110 in its entirety.

CATEGORY 200
GRADING

SECTION 203 — BORROW EXCAVATION

203.01.02 Notice to Contractor — Borrow Pits.

ADD: After the first paragraph.

This project is located in Queen Anne's County. The following conditions applicable to the county or city shall be complied with and documented.

DISTRICT 1

Dorchester (DO) County

- Site plan approved by Soil Conservation District.
- Grading permit from County Highway Department (except City of Cambridge).
- Planning and Zoning approval for use.
- Critical Areas approval (if applicable).
- Inspection by County.

Somerset (SO) County

- Site plan approved by Soil Conservation District.
- Grading Permit from the County.
- Land Use permit.
- Critical Areas approval by Planning and Zoning (if applicable).
- Inspection by SHA.

Wicomico (WI) County

- Site plan approved by Soil Conservation District.
- Certificate of compliance with Planning and Zoning if located in Critical Area.
- Inspection by SHA.

Worcester (WO) County

- Site plan approved by Soil Conservation District.
- Critical areas approved by Planning and Zoning (if applicable).
- Inspection by SHA.

DISTRICT 2

Caroline (CO), Cecil (CE), Queen Anne's (QA) and
Talbot (TA) Counties

- Site plan approved by Soil Conservation District.
- Planning and Zoning approval.
- Critical Areas approval (if applicable).
- Inspection by SHA.

SPECIAL PROVISIONS
203 — BORROW EXCAVATION

CONTRACT NO. QA2985177
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Kent (KE) County
Site plan approved by Soil Conservation District.
Grading permit.
Planning and Zoning approval.
Critical Areas approval (if applicable).
Inspection by SHA.

DISTRICT 3

Montgomery (MO) County
Sediment control permit and plan approval by County
Department of Environmental Protection, Division of
Water Resources Management, Storm Water Management Section/Sediment Control.
Approval by Maryland National Capital Park and Planning Commission (if applicable).
Inspection by County.

Prince Georges (PG) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Tree conservation plan approval by Maryland National Capital Park and Planning
Commission (if applicable).
Critical Areas approval (if applicable).
Payment of all pertinent county fees and/or securing of county required bonding.
Inspection by SHA with oversight by County.

DISTRICT 4

Baltimore (BA) County
Site Plan approved by the Department of Environmental Protection and the Soil
Conservation District.
County Grading Permit.
Critical Areas approval by the Department of Environmental Protection and Resource
Management (if applicable).
Inspection by County.

Harford (HA) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Critical Areas approval (if applicable).
Inspection by County.

SPECIAL PROVISIONS
203 — BORROW EXCAVATION

CONTRACT NO. QA2985177
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DISTRICT 5

Anne Arundel (AA) County

Site Plan approved by Soil Conservation District.
Planning and zoning approval - special exception required.
Grading plan issued by the County Department of Inspections and Permits.
Critical Areas approval (if applicable).
Inspection by County and SHA.

Calvert (CA) County

Site Plan approved by Soil Conservation District.
Grading plan issued by the County after a mining permit or exemption is issued.
Critical Areas approval (if applicable).
Inspection by SHA.

Charles (CH) County

Site Plan approved by Soil Conservation District.
Special exception granted by the County.
Critical Areas approval (if applicable).
Inspection by SHA.

St. Mary's (SM) County

Site Plan approved by Soil Conservation District.
County Grading Permit.
Critical Areas approval (if applicable).
Inspection by SHA.

DISTRICT 6

Allegany (AL) County

Site plan approved by Soil Conservation District.
Informational copy of plans to County Planning and Zoning Commission.
Inspection by SHA.

Garrett (GA) and Washington (WA) Counties

Site plan approval by Soil Conservation District.
Inspection by SHA.

DISTRICT 7

Carroll (CL) County

Site plan approved by County Planning Commission.
Sediment control plan approval by Soil Conservation District.
County Grading Permit.
Inspection by County.

SPECIAL PROVISIONS
203 — BORROW EXCAVATION

CONTRACT NO. QA2985177
4 of 4

Frederick (FR) County
Site plan approved by Soil Conservation District.
County Grading Permit.
Inspection by SHA.

Howard (HO) County
Site Plan approved by Soil Conservation District.
County Grading Permit.
Inspection by County.

BALTIMORE CITY (BC)

Site plan approved Baltimore City Department of Public Works (BCDPW).
Inspection by BCDPW.

STATE AND FEDERAL PROPERTY

Borrow pits located on state and federal property are subject to Maryland Department
of the Environment approval.
Inspection by SHA.

CATEGORY 300
DRAINAGE

SECTION 308 — EROSION AND SEDIMENT CONTROL

308.01 DESCRIPTION.

ADD: The following after the third paragraph.

General Notes.

- (a) **Notification.** If an Erosion and Sediment Control Approval is issued for this project, notify the Regional Environmental Coordinator in writing or by telephone at 410-365-0164 prior to the following milestones:

- (1) Pre-construction meeting.
- (2) Erosion and sediment control meeting (minimum 7 working days prior to commencing earth disturbing activities).
- (3) Installation of initial sediment control measures.
- (4) Installation of major sediment control basins/traps.
- (5) Removal or modification of any sediment control structures.
- (6) Removal of all sediment control devices.
- (7) Final acceptance by the Administration.

- (b) **Ingress/Egress Controls.** Protect all points of construction ingress and egress to prevent the deposition of materials on public roads. Immediately remove all materials deposited on public roads. The flushing of road surfaces is prohibited.

Control all ingress and egress points through the use of a stabilized construction entrance. Submit locations for approval by the Regional Environmental Coordinator.

- (c) **Inspection.** Inspect all erosion and sediment control measures daily and after storm events. Maintain continuously in an effective operating condition.

- (d) **Shutdowns and/or Penalties.** Total compliance with the approved erosion and sediment control plan is expected at all times. In cases where the Contractor is found to be in non-compliance, the Administration may take steps to impose partial or total shutdowns and impose per day penalties for non-compliance.

The Administration may impose a total or partial shutdown if the project may adversely impact the waters of the State.

- (e) **Record Keeping.** Make the project's approval letter, approved erosion and sediment control plans, approved change requests, daily log books and test reports available on-site for inspection by duly authorized officials.

- (f) **Erosion and Sediment Control Excavation.** Place silt removed from control devices in an approved waste site either on or off the project. Material stored on-site may be reused once it is dried and if it conforms to the Administration's requirements for embankment or any unspecified need.
- (g) **Utility Work.** Follow these additional best management practices for sediment control for utility construction in areas outside of designed controls:
- (1) Call "Miss Utility" at 1-800-257-7777 48 hours prior to the start of work.
 - (2) Place excavated material on the high side of the trench.
 - (3) Backfill, compact and stabilize trenches for utility installations at the end of each working day. When this is not possible, follow (4).
 - (4) Place temporary silt fences immediately downstream of any disturbed area intended to remain disturbed for more than one day.
- (h) **Sensitive Areas.** No construction activities are allowed within specified sensitive areas of the project without prior notification of the Engineer. Designate a responsible party to monitor all work in these areas to assure that reasonable care is taken in or adjacent to these areas. Areas considered sensitive are defined as: floodplains, wetlands (tidal, nontidal and associated buffers) critical areas, forested areas, archeological sites, historic sites, parkland, and open water.
- (i) **Standard Stabilization Note.** Following initial soil disturbance or redistribution, complete permanent or temporary stabilization within 3 calendar days as to the surface of all perimeter controls, dikes, swales, ditches, perimeter slopes, and all slopes greater than 3:1; and 7 days as to all other disturbed or graded areas on the project site.
- (j) **Site Information (Not for Bidding Purposes).**
- | | |
|--|-------------|
| (1) Total area of site | acres |
| (2) Area disturbed | acres |
| (3) Area to be roofed or paved | acres |
| (4) Total cut | cubic yards |
| (5) Total fill | cubic yards |
| (6) Off-site waste/borrow area location (if known) | |
- (k) **Incremental Stabilization.** Refer to the current Maryland Standards and Specifications for Soil Erosion and Sediment Control for the incremental stabilization of cuts and fills.
- (l) **Disturbed Areas.** Place excavated trench material for any storm drain pipe and underdrain pipe installation on the high side of the trench. Backfill, compact, and stabilize trenches for any storm drain pipe and underdrain pipe installations at the end of each working day.

SPECIAL PROVISIONS

308 — EROSION AND SEDIMENT CONTROL

CONTRACT NO. QA2985177

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Stabilize all other disturbed areas at the end of the working day. Place silt fence downgrade of any areas that cannot be stabilized at the end of the work day such that all runoff from the disturbed area will be filtered.

(m) Removal of Controls. Establish permanent stabilization for all contributory disturbed areas and obtain permission prior to the removal of sediment control measures.

Immediately stabilize any areas disturbed by the removal of sediment control measures.

(n) Notice of Enforcement. Sediment and erosion control regulations will be strictly enforced.

Design Certification. Insert the following:

ENVIRONMENTAL INFORMATION

MDE/ PRD #

DESIGN CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, THE 2000 MARYLAND STORMWATER DESIGN MANUAL, VOLUMES I & II INCLUDING SUPPLEMENTS, THE ENVIRONMENT ARTICLE SECTIONS 4-101 THROUGH 116 AND SECTIONS 4-201 AND 215, AND THE CODE OF MARYLAND REGULATIONS (COMAR) 26.17.01 AND COMAR 26.17.02 FOR EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT, RESPECTIVELY.

NAME

SIGNATURE

MARYLAND REGISTRATION NUMBER
P.E., R.L.S. OR R.L.A. (circle)

DATE

"PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. _____, EXPIRATION DATE: _____."

05-30-17

SPECIAL PROVISIONS

308 — EROSION AND SEDIMENT CONTROL

CONTRACT NO. QA2985177

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**CATEGORY 300
DRAINAGE**

**SECTION 308 — EROSION AND
SEDIMENT CONTROL**

308.04 MEASUREMENT AND PAYMENT.

308.04.06 Incentive Payments and Liquidated Damages.

CHANGE: The paragraph to the following.

The total incentive awarded for this Contract will not exceed \$0.00. The quarterly incentive payment for this contract is \$0.00. A final incentive payment for this contract is \$0.00 less the total quarterly incentives paid during a contract extension.

For each day that the project has a 'D' rating, liquidated damages will be imposed in the amount of \$1,864.00 per day. Failure to upgrade the project to the minimum of a 'B' rating within 72 hours will result in the project being rated 'F'.

For each day that the project has an 'F' rating, liquidated damages will be imposed in the amount of \$2,864.00 per day.

500 - PATCHING GUIDELINES

| Summary of Patching Quantities | | |
|--|--------------------------|----------|
| Full-Depth Patching | Typical Estimated Depth | 9" |
| | Total Estimated Quantity | 320 Tons |
| Removal of Unsuitable Material & Refill | Total Estimated Quantity | 50 CY |

Refer to Standard No. MD 578.03 for Patching.

Note: It is recommended to perform the patching operations prior to milling.

Full-Depth Patching for Flexible Sections (Widening):

Refer to Standard No. MD 578.03. Full-Depth Patches in flexible - widening areas must match the existing asphalt thickness or they must be 9", whichever is thicker. The following distresses require full-depth patching:

Medium to High Severity Alligator Cracking

A series of interconnected cracks forming a complete alligator pattern with spalling or depressions in wheel paths.



High Severity Depression

Localized pavement surface areas lower than the surrounding pavement by more than 2". This distress is located at the intersection of MD 213 Southbound (North Liberty Street) with Lawyers Row.



CATEGORY 500
PAVING

SECTION 504 — ASPHALT PAVEMENT

DELETE: 504.03.04 Tack Coat in its entirety.

INSERT: The following.

504.03.04 Tack Coat. Ensure the surface is dry and thoroughly cleaned by power broom and/or air blowing prior to application. Apply the tack coat by uniformly covering the entire surface to be paved using an application rate of 0.04 to 0.10 gal/yd² or as directed by the Contract documents. Allow the tack coat time to thoroughly break and set.

SPECIAL PROVISIONS INSERT
525 — PORTLAND CEMENT CONCRETE SPALL REPAIR

CONTRACT NO. QA2985177
1 of 2

CATEGORY 500
PAVING

SECTION 525 — PORTLAND CEMENT CONCRETE SPALL REPAIR

525.01 DESCRIPTION.

Repair spalled areas at various locations as specified in the Contract Documents or as directed. Spalling consists of small areas of cracking, breaking, chipping, or fraying of portland cement concrete (PCC) slabs that typically occur within 2 ft of the edge of joints. Some spalling may occur in the middle of the slab away from the joints.

525.02 MATERIALS

| | |
|--|--------|
| Rapid Hardening Cementitious Materials for Concrete Pavement Repair | 902.14 |
| Portland Cement Concrete Mix #9 using No 7 aggregate | 902.10 |
| Epoxy Adhesive | 921.04 |

525.03 CONSTRUCTION.

Repair spalled areas according to the following.

525.03.01 Repair Guidelines.

- (a) Rapid Hardening Cementitious material or Portland Cement Concrete Mix #9 using No. 7 aggregate may be used in spalled areas that are less than 4 ft² and less than 3 in. deep.
- (b) Use Portland Cement Concrete Mix #9 using No. 7 aggregate only in spalled areas are 4 ft² or greater or when the known depth is 3 in. deep or more. Rapid-hardening cementitious materials with extender aggregate may be used "instead of Mix #9.
- (c) The maximum repair width shall not be greater than one-third of the travel lane.
- (d) Repair areas greater in width than one-third of the travel lane, deeper than one-third of the slab thickness, or where reinforcing steel is exposed as a Type I or Type II full-depth patch as specified in Section 522.

525.03.02 Repair Procedure: Refer to Section 522 and the following.

- (a) Sound the area around the spalling with a light hammer to locate the extent of the repair. Mark the perimeter 3 in. beyond the delamination marks.

SPECIAL PROVISIONS INSERT

525 — PORTLAND CEMENT CONCRETE SPALL REPAIR

CONTRACT NO. QA2985177

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- (b) Do not make repairs on spalls less than 6 in. long and less than 1.5 in. wide.
- (c) Combine any two spalled areas less than 2 ft apart into one area of repair.
- (d) Make a vertical saw cut along the outside perimeter of the repair area using a diamond-bladed saw set to a depth of approximately 2 in.
- (e) Use a chipping hammer fitted with a spade bit having a maximum weight of 30 lbs. to remove the unsound concrete until sound and clean concrete is exposed along the entire bottom of the repair area. Expose the area to a depth of no more than 1/3 of the slab thickness. When more chipping is required, or when any reinforcing steel is exposed, repair the area as specified in Section 522.
- (f) Removal of spalled or delaminated concrete may be performed by carbide milling rather than sawing and chipping to a depth of no more than 1/3 of the slab thickness. When any reinforcing steel is exposed, repair the area as specified in Section 522.
- (g) Sound the bottom of the repair area with a light hammer to locate any remaining weak spots.
- (h) Clean the repair area thoroughly of all loose and foreign material.
- (i) Coat the repair area with an epoxy bonding compound according to C881 Type V.
- (j) Place the repair material in one continuous operation. Consolidate the concrete using spud vibrators or as recommended by the manufacturer. Finish the repair as specified in 522.03. Trowel the repair outward to push the repair material against the walls of the repair.
- (k) Cure the repair as specified in 522.03.11.

525.04 MEASUREMENT AND PAYMENT.

Portland Cement Concrete Spall Repair will be measured and paid for at the Contract unit price per cubic yard for the pertinent portland cement concrete pavement item. The payment will be full compensation for all saw cutting, carbide milling, chipping, concrete, rapid hardening cementitious materials, epoxy bonding compound, cleanup of the patched areas, forms, reinforcement steel, chairs, epoxy coating, finishing, curing, joints, joint construction, joint saw cutting, joint sealing, tack coat, all hauling of materials, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

CATEGORY 500
PAVING

SECTION 535 — PAVEMENT SURFACE PROFILE

DELETE: 535.04.01 Pay Limit and Pay Adjustment Determination in its entirety.

INSERT: The following:

535.04.01 Pay Limit and Pay Adjustment Determination. The pay limits are in Table 535B. The pay adjustment will be determined per MSMT 736 as provided on the SHA Ride Specification webpage (<http://www.roads.maryland.gov/Index.aspx?PageId=32>) and based on the factors shown in Table 535B.

TABLE 535 B

| | DESCRIPTION | VALUE | UNITS |
|------------|--------------------------------------|--------------|-----------------------|
| P_{\max} | Maximum Incentive for Overall IRI | 6,150 | Dollars per lane-mile |
| P_{\min} | Maximum Disincentive for Overall IRI | 6,150 | Dollars per lane-mile |
| IRI_a | IRI for Maximum Incentive | 76 | Inches per mile |
| IRI_b | Minimum IRI for Full Pay | 91 | Inches per mile |
| IRI_c | Maximum IRI for Full Pay | 137 | Inches per mile |
| IRI_d | IRI for Maximum Disincentive | 152 | Inches per mile |
| IRI_e | IRI threshold for Defects | 199 | Inches per mile |

CATEGORY 800
UTILITIES

SECTION 875 — UTILITIES STATEMENT

DESCRIPTION. The Contractor's attention is called to the requirements of Sections GP-5.05, GP-7.13 and GP-7.17.

MATERIALS. Not Applicable.

CONSTRUCTION.

- (a) Attention of the Contractor is directed to the presence of water, sewer, gas mains, electrical wires, conduit, communications cables (both overhead and underground), poles and house service connections in the street or highway in which the construction project is to be performed. The Contractor shall exercise special care and extreme caution to protect and avoid damage to utility company facilities as described in the preceding sentence. The Contractor shall take into consideration the adjustments and installations by public utilities in areas within the limits of this Contract. Existing utilities have been generally located and shown on the Plans, as they are believed to exist; however, the Administration assumes no responsibility for the accuracy of these locations. **Prior to ordering any storm drain materials, the Contractor shall locate and test pit any underground facilities that appear to be in conflict in order to determine if conflicts exist. In the event that conflicts may be possible, this information shall immediately be forwarded to the State's representative for review and resolution.**
- (b) The Contractor shall have all existing utilities located and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the damaged or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory operating condition. These repairs or replacements shall be at no additional expense to the Administration or the owner of the utility.
- (c) The existing utilities shall be relocated or removed by the agency responsible for their maintenance or by the owner of the **utility unless otherwise indicated in the Contract Documents.** The Contractor shall inform the respective utility companies at least five days prior to working in any area. In addition, the Contractor shall give sufficient notice to the specific utilities of the Contractor's overall plan for construction. The utility companies will establish the lead-time necessary to meet the applicable utility work schedule and coordinate with the Contractor's work operations based upon the Contractor's overall plan.

Any submittal by the Contractor to vary the sequence of work and/or perform concurrent work in multiple phased differing from the recommended maintenance of traffic phasing, must be accompanied by an updated schedule or CPM reflecting all utility relocation's and adjustments with the affected utility owners, SHA project engineer and the District Utility Engineer. All requirements and lead times as stated in the Utility Statement and Special Provisions will remain in effect unless written approval

for the utility company and the District Utility Engineer is received by the Contractor prior to the commencing any requested work.

Attention potential contractors, please make note of our new notification procedures. SHA is now part of MISS UTILITY. Please submit your ticket request electronically via the internet or by calling MISS UTILITY directly and state the following when calling in:

SHA-6-, SHA must be entered when filling out internet form or stated when calling in, so MISS UTILITY knows what highway agency and district number (6) you are working for. Contractors are still required to notify each SHA office directly for coordination of their operations.

**CONTRACT PROVISION BUY AMERICA
UTILITIES**

This section applies to projects partially or totally funded with Federal Funds. The prime contractor or its subcontractors shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 as amended by Section 1041(a) and 1048(a) of the intermodal Surface Transportation Efficiency Act of 1991 with regard to the furnishing and coating of iron and steel products.

The prime contractor or its subcontractor shall supply certifications to the Project Engineer from the manufacturer of all costing, iron or steel products which document that the steel and iron have been manufactured and the coatings for iron or steel have been applied by the manufacturer in the United States. The Project Engineer shall forward copies of the certifications to the Office of Materials Technology for review and approval prior to such items being incorporated into the permanent work. Certifications shall extend to the materials utilized in manufactured and fabricated products purchased by the Contractor.

Products manufactured of foreign steel or iron materials may be used, provided the cost of such products as they delivered to the project does not exceed 0.1% of the total contract amount or \$2,500.00, whichever is greater. If a supplier or fabricator wishes to use a partial fabrication process where domestic and foreign source components are assembled at a domestic location, the "as delivered cost" of the foreign components should include any transportation, assembly and testing costs required to install them in the final product.

This applies to all iron, steel and coating materials used for utility work incorporated into the project including materials/items supplied by the Utility Company.

(d) The following known utility companies have existing facilities or will have adjustment or installation within the limits of this Contract:

(1) Mrs. Penny Gamble
Verizon Communications
251 Ritchie Lane, 2nd Floor
Glen Burnie MD 21061
(410) 768-1357

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Verizon of Maryland, Inc. maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

(2) Don King
Delmarva Power
2600 Centreville Rd
Centreville, MD 21617
(410) 200-5961

Delmarva Power maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

(3) Wes Page
Atlantic Broadband
330 Drummer Dr
Grasonville MD 21638
410-490-5617

Atlantic Broadband maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

(4) Scott Brent
Maryland Broadband Cooperative
2129A Northwood Dr
Salisbury MD 21801
410-726-2688

Maryland Broadband Cooperative maintains aerial and underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

(5) Kip Matthews
Town of Centreville
101 Lawyer's Row
Centreville Md 21617
410-758-1180

Town of Centreville maintains underground facilities in the area or vicinity of this contract and does not anticipate any adjustments or relocations.

(e) **When it is necessary to use steel plates at any point during construction, the following Minimum requirements shall be met:**

1. **Steel plates are to be no less than one inch thick.**
 2. **Steel plates are to cover access pit (s) with a one-foot overlap onto existing pavement on all four sides of access pit (s).**
 3. **When only three sides overlap existing roadway, the fourth side shall be supported by a 12" X 12" I beam or timber.**
 4. **In cases where plates are used to cover extremely large excavations, it will be necessary to install an immediate support system to prevent deflection. Steel plates must be pinned to prevent movement.**
 5. **Steel plates**
 6. **It will be must be ramped with cold patch or hot mix asphalt at end of each work shift necessary to recess any steel plates that are plated in the roadway during the winter months.**
- (f) All notifications to the above utility companies and "MISS UTILITY", 1-800-257-7777 shall be given 48 hours (two full working days) in advance of working in the area of the specific affected utility. The notification to "MISS UTILITY" is required whenever any excavating or similar work is to be performed.
- (g) If an adjustment is required to facilities, it is necessary that the existing facilities remain in service until the new construction is complete and placed in service. Also, when adjustments are required, establishment of lead times are necessary to meet the applicable utility schedule and coordination with the Contractor's work operation.

MEASUREMENT AND PAYMENT. Working around or protecting existing aerial and underground utilities, regardless of ownership (State or Public); removal of temporary materials from the adjusted utilities prior to placement of the proposed hot mix asphalt; cooperation with the owners of the utilities and with other Contractors will not be measured for payment and the cost will be incidental to the items specified in the Contract Documents.

CONTRACT PROVISION BUY AMERICA
UTILITIES

This section applies to projects partially or totally funded with Federal Funds. The prime contractor or its subcontractors shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 as amended by Section 1041(a) and 1048(a) of the Intermodal Surface Transportation Efficiency Act of 1991 with regard to the furnishing and coating of iron and steel products.

The prime contractor or its subcontractors shall supply certifications to the Project Engineer from the manufacturer of all coating, iron or steel products which document that the steel and iron have been manufactured and the coatings for iron or steel have been applied by the manufacturer in the United States. The Project Engineer shall forward copies of the certifications to the Office of Materials Technology for review and approval prior to such items being incorporated into the

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875 — UTILITIES STATEMENT

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permanent work. Certifications shall extend to materials utilized in manufactured and fabricated products purchased by the Contractor.

Products manufactured of foreign steel or iron materials may be used, provided the cost of such products as, delivered to the project, does not exceed 0.1% of the total contract amount, or \$2500, whichever is greater. If a supplier or fabricator wishes to use a partial fabrication process where domestic and foreign source components are assembled at a domestic location, the “as delivered cost” of the foreign components should include any transportation, assembly and testing costs required to install them in the final product.

This applies to all iron, steel and coating materials used for utility work incorporated into the project, including materials/items supplied by the Utility Company.

SPECIAL PROVISION INSERT
921 — MISCELLANEOUS

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CATEGORY 900
MATERIALS

SECTION 921 — MISCELLANEOUS

DELETE: 921.06 TIMBER PRESERVATIVES in its entirety.

INSERT: The following. QA2985177

921.06 TIMBER PRESERVATIVES. All preserved wood used for highway construction and maintenance applications shall be treated per M 133, and the American Wood Protection Association (AWPA) and ICC-ES standards for preservative, retention, and penetration with United States Environmental Protection Agency (EPA) pesticide registrations. Timber preservatives shall meet the following:

- (a) Water borne preservatives shall be used where a clean surface is desired, or when the wood is to be painted. Moisture content of wood shall not be greater than 19 percent at the time of treatment.
- (b) All treated wood shall be free of excess preservative on the surface. Creosote-treated wood shall be double vacuum treated per EPA requirements for use in aquatic and marine environments.
- (c) Wood used for sign posts, fence posts, wood posts, guardrail posts, bridge decking, gates, stair treads, and offset blocks shall be treated per M 133 and AWPA standards with EPA pesticide registrations.
- (d) Wood used for piles, timbers, and composites shall be treated per M 133 and AWPA standards with EPA pesticide registrations.
- (e) Wood used for hand-contact surfaces such as handrails, playground equipment and picnic tables shall be treated per M 133 and AWPA standards with EPA pesticide registrations for residential applications. Fasteners for preservative treated wood shall be hot-dipped galvanized steel conforming to A153 or A653, Class G185. Type 304 or 316 stainless steel fasteners are also permitted.
- (f) Pressure treatment shall conform to the requirements of the AWPA “Use Category” as follows:

SPECIAL PROVISION INSERT
921 — MISCELLANEOUS

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| Wood | End Use Category | AWPA Standard |
|---|------------------------------------|---|
| Bridge structures including decking, guard rail posts and offset blocks | UC4B - Ground Contact Heavy Duty | U1: Commodity Specification A (sawn solid products) |
| Foundation piles | UC4C - Ground Contact Extreme Duty | U1; Commodity Specification E (round timber piles) |
| Wood Composites | UC4A - Ground Contact, General Use | U1; Commodity Specification F (wood composites) |
| Sign posts, fence posts and gates | UC4A - Ground Contact, General Use | U1: Commodity Specifications A (sawn solid products) and B (round posts) |
| Piling, bracing and bulk heading | UC4B - Ground Contact Heavy Duty | U1; Commodity Specifications A (sawn solid products), B (round products) and E (round timber piles) |
| Piling, bracing, bulkheads and fender systems | UC5B Marine (Salt water) Immersion | U1: Commodity Specifications G (sawn products, round timber piles and plywood) |