



BRCPC

Baltimore Regional Cooperative Purchasing Committee

Visit our web site at <http://baltometro.org>

REQUEST FOR BID NO. B-908 GUARDRAIL SERVICES

Due Date: 7/10/15, Time: 3:00 PM
Pre-Bid Conference: 6/25/15, Time: 10:00 AM

Direct all questions to the lead agency:

AMBER BUTCHER, STAFF BUYER

Phone: (410) 887-3887

Email: abutcher@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Division

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site to obtain amendments once they have downloaded a solicitation.

All original and duplicate bids and other attachments, related documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

BIDDER CHECKLIST

- ☐ Have you signed your bid?
- ☐ Have you signed the Procurement Affidavit?
- ☐ Have you filled out all applicable forms?
- ☐ Have you returned the original? (and required duplicate copies when required?)
- ☐ Have you signed and returned amendments?
- ☐ Have you included the bid bond, if required?

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES**

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BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCP)

GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

- 1.1 All bids are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the bidder is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. The Purchasing Agent will provide the affidavit to bidders.
- 1.4 Bids must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. A duly and legally authorized representative of the business entity shall sign all bids in ink (or in the case of electronic solicitation, digitally). All bids shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Bids received after the time or date indicated will not be considered.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing not less than 10 calendar days before the scheduled opening of bids. Discrepancies or exceptions taken do not obligate the Purchasing Agent to change or supplement the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCP.
- 1.9 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by written addenda posted on the lead agency's web site at www.baltimorecountymd.gov/purchasing. Addenda to solicitations are sometimes issued within as little as 48 hours prior to bid opening. It is each potential bidder's sole responsibility to frequently visit the web site to obtain all addenda.

2. BID DEPOSIT

- 2.1 A bid deposit may be required when indicated in the solicitation. Failure to submit the bid deposit with the bid, when required, will nullify the bid.
- 2.2 When required in the solicitation, a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond must accompany each bid.
- 2.3 Bid deposits will be returned to each unsuccessful bidder upon the award of the solicitation, and to successful bidders upon its execution of the contracts with each participation jurisdiction and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, failure to execute a contract with each participation jurisdiction, or failure to meet bond requirements within the time frame specified in the solicitation or award notification may result in the bid bond being forfeited as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent shall award all contracts to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on best value for competitive negotiations as determined in the sole discretion of the Purchasing Agent. Each participating jurisdiction will execute its own contract and issue its own purchase order for their contract. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the solicitation.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the bidder(s) specified, all bids submitted shall be irrevocable for 120 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension. No bidder may withdraw its bid during that period.
- 3.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 3.5 Bids shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining an award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.

5. PERFORMANCE AND PAYMENT BONDS

- 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.

- 5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when in his/her reasoned and sole judgment, the public or BRCPC's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCPC and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
- 6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCPC.
- 6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the solicitation and/or in each participating jurisdiction's contract.
- 7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.
- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.
- 7.4 When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quantity and type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.
- 8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a bidder for more than

one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.

- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the solicitation.
- 8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION

The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

10. INSURANCE

- 10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workmen's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workmen's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.
- 10.2 Refer to the specifications for detailed insurance requirements. [Or insert the lead jurisdiction's requirements here]

11. DISPUTES

Prior to award, in case of disputes, the decision of the Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

12. TERMINATION

- 12.1 Termination for Convenience: Any participating jurisdiction may terminate its contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful bidder. The participating jurisdiction shall pay all reasonable costs incurred by the successful bidder up to the date of termination in connection with that participating jurisdiction's contract only. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC. The BRCPC will be promptly notified in writing of any termination hereunder by the applicable participating jurisdiction.
- 12.2 Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful bidder is entitled to any reasonable costs incurred by the successful bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

13. PATENT INFRINGEMENT

The successful bidder agrees to indemnify, protect, defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to, attorney's fees), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful bidder's duties or obligations covered by the solicitation or any participating jurisdiction's contract. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the bidder's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling respective legislation of each of the participating jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond three (3) times in succession to solicitations without adequate justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

BRCPC has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.

19. GOVERNING LAW

19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the State of Maryland.

19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.

19.3 All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT.

*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

20. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.

21. INTEGRATION

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder

and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRCPC.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the bidder be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Bids/proposals will be available for public inspection except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. A bidder's designation of material as confidential will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

GENERAL TERMS AND CONDITIONS APPLICABLE TO
STATE OF MARYLAND, BOARDS OF EDUCATION

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions.

2. CHILD SEX OFFENDER NOTIFICATION

2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

2.2 As a successful bidder and/or its agents working for the political subdivisions, shall not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. A successful bidder and/or its agents who violate this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

2.3 A successful bidder shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor, independent contractor, successful bidder and/or any agents conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the successful bidder's direct employees, subcontractors, agents, and/or independent contractors it used to perform the work. Violations of this provision may cause a participation jurisdiction to take action against the successful bidder up to and including termination of the contract.

2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which successful bidders may view. The schools maintain the list and update the list as new offenders are identified, however, it is solely the responsibility of the successful bidder to comply with this provision.

Additional General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that

the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid

without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not

limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Competition

4.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

4.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

4.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

4.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

4.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

4.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

4.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

5. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

6. Authority

6.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

6.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

6.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

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

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

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

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

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

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

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

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a (*Insert State Name*) _____ (*Select One: Corporation, Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietor*), that it **is / is not** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is / is not** in good standing in the State of Maryland, and that it **has / has not** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state).

(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a

genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
 - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
 - b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose.
 - [] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
 - [] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [business] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

_____ The Business is a MBE _____ or WBE _____

[] Maryland State Department of Transportation (MDOT) # _____

[] City of Baltimore # _____

[] Name Other Jurisdiction: _____ # _____

[] The ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

_____ Minority Status

_____ African American

_____ Asian American

_____ Caucasian

_____ Hispanic American

_____ Native American

_____ Women

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies (LLC)** that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number () - Ext: Fax Number () -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer Identification Number

--	--	--	--	--	--	--	--	--	--	--	--

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual	Sole Proprietor
Corporation	Partnership
Other: (explain)	

CERTIFICATION:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person

Date

SIDE 2

MBE / WBE Certification

Maryland Department of Transportation (MDOT) Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____	City of Baltimore Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____
--	---

Business Ownership (Check Only One)

	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization

	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)

	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation

Incorporation State: _____ OR Date Business Started _____ / _____ / _____

Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature:	Title:	Date:



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:
Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on June 4, 2009, the County Executive adopted the attached Executive Order addressing MBE/WBE participation in County contracts.

Each Contract: The County shall establish a minimum MBE/WBE participation amount for each contract, as applicable.

Bidder Responsibility: The bidder shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidders shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

APPROVED MBE/WBE LISTINGS

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. BALTIMORE COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY (PRISM):
<http://www.baltimorecountymd.gov/Agencies/fairpractices/minoritybusiness/directory.html>
2. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
3. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER'S ACTIONS

Seeking Commitments: The bidder will seek commitments by subcontract or otherwise from MBE/WBE for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation for the County contract.

Expenditures for Materials and Supplies: A bidder may count toward its MBE/WBE contract requirements, all expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Information to be Supplied: All bidders shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder's liaison to the County's Office for Fair Practices.
2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require MBE/WBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

- If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder.
 -
3. For DPW contracts, if the bidder intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EE0-006-A and B** showing the extent of MBE/WBE participation. If a bidder intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder by the proposed subcontractors and signed by all parties.
 4. If the bidder's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Records to be Kept: The bidder must keep such records as are necessary to determine compliance with its MBE/WBE utilization requirements:

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office 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. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

Retaining Records: All MBE/WBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder, contractor, or any subcontractor is not in compliance with the MBE/WBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder is unable to procure from MBE/WBE's (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder shall request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder must submit the following information at the time bids are due:

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

Bid Rejection/Liquidated Damages/Contract Breach: For Purchasing contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder being deemed non-responsive and the County's rejection of the bid. FOR DPW CONTRACTS, (a) THE SOLICITATION, INCLUDING BUT NOT LIMITED TO THIS MBE/WBE PARTICIPATION SUMMARY AND ALL RELATED COUNTY MBE/WBE DOCUMENTS, AND (b) THE BID RESPONSE SHALL COLLECTIVELY OVERRIDE, CONTROL AND GOVERN OVER Section GP 7.29 of the February 2000 Baltimore County Department of Public Works' Standard Specifications for Construction and Materials. For DPW contracts, the apparent low bidder's failure to provide a responsive MBE/WBE Plan in the bidder's response as required by (a) described above, may result in the Director of the Department of Public Works' determination that the bid is non-responsive and recommendation to reject the bid as non-responsive despite the bidder being the apparent low bidder. For DPW contracts, if the County awarded the contract to the apparent low bidder who provided a responsive MBE/WBE Plan, but, if after said award and before execution of Contract Documents, the apparent low bidder fails to comply with the MBE/WBE Plan as required in (a) and (b) above, such failure may result in the Director of the Department of Public Works' recommendation to annul the award and forfeiture of the bidder's Proposal Guaranty to the County, not as a penalty, but as liquidated damages sustained. In such case, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder or the work may be re-advertised.

After execution of each and any applicable County contract, in the event a contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy, if any, is appropriate on a case-by-case, contract by contract, basis. For example, such contractor failure may result in (i) a breach for which the County determines it is appropriate to declare a contract default and thereafter take further action and/or remedy as deemed appropriate by the County in its sole discretion, or (ii) a contract breach upon which the County may elect take no further action if deemed appropriate by the County in its sole discretion, or (iii) if mutually agreeable to the County and the contractor, such revision shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor as described below in "Approval Required for Changes", or (iv) other actions or remedies as deemed appropriate by the County. Each action and/or remedy described above is at the sole discretion of the County.

Cooperation in Reviews: The bidder will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Approval Required for Changes: Any and all changes to the contractor's use of MBE/WBE subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresenting information, the contractor may be declared in breach of the contract and/or the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, take any action or no action, as deemed appropriate by the County, including but not limited to, review of each situation on a case-by-case basis, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.

PROSPECTIVE BIDDERS

If the solicitation includes a MBE/WBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. If you meet the goal, complete and signs FORM A, FORM B and FORM C.

***NOTE:** All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*

OR

2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
 - a. If you are requesting a **partial waiver**, complete and sign FORM A, FORM B and FORM C to identify the portion of the goal that will be met. In addition, complete and sign FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved.
 - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver accompanied with a completed and signed FORM D and FORM E **accompanied with all supporting documentation.**

***NOTE:** All Forms must be completed and signed. However, FORM C and FORM D **MUST** be completed and properly signed **by both** the Prime **AND** the MBE/WBE subcontractor(s).*

Reminder: MBE/WBE **subcontracting** goal apply to **ALL** prime/general contractors including certified and non-certified minority and women owned firms.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

* * * * *

I acknowledge the overall goal of _____% for certified MBE- and WBE-owned businesses.

or to be split as:

- _____ % for certified MBE-owned businesses and
- _____ % for certified WBE-owned businesses

I have made a good-faith effort to achieve this MBE/WBE requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.

PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)

NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MBE/WBE PARTICIPATION MAY RENDER A BID NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

- 1 ☐ Prime contractor has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE Participation Form B and Form C, along with this Affidavit, which details how the prime contractor will achieve the contract requirements.

or

- 2 ☐ After having made a good-faith effort to achieve the MBE/WBE requirements, the prime contractor can only achieve partial success. I submit the MBE/WBE Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the prime contractor will partially achieve the contract requirements.

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation subgoals, if applicable:
 - _____ % for certified MBE-owned businesses and
 - _____ % for certified WBE-owned businesses.

or

- 3 ☐ After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the prime contractor is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the prime contractor has taken in an attempt to achieve the contract requirements.

I request a full waiver.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.
- 2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
 - (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to all potential subcontractors, including:
 - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- *MBE/WBE Participation Schedule* (Form B)
- *MBE/WBE Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E)
- Any other documentation in accordance with Section 6 (E) Bid Requirements of the attached Executive Order.

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *MBE/WBE Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the prime contractor shall achieve.

In the solicitation of subcontract quotations or offers, MBE/WBE subcontractors were provided the same information and amount of time to respond, as were non-MBE/WBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE/WBE subcontractors at a competitive disadvantage to non-MBE/WBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

Bidder/Offeror Name

Affiant Signature

Address

Printed Name & Title

Address (continued)

Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SCHEDULE
(FORM B)

****This document must be completed and submitted with Bid/Proposal to Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

PLEASE COMPLETE THE FOLLOWING INFORMATION FOR EACH MBE/WBE PARTICIPANT

Prime Contractor's Name	Prime Contractor's Address and Telephone Number
Project Name and Description	Project Location
	Base Bid \$ _____
1. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
2. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number _____ MBE/WBE Firm Fax Number _____ <input type="checkbox"/> MDOT Certification <input type="checkbox"/> Baltimore City Certification # _____	MBE/WBE Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
MBE/WBE Total Dollar Amount	Total MBE/WBE Percent of Entire Contract
Form Prepared by:	Reviewed and Accepted by Minority Business Enterprise Officer
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Total MBE Participation:	_____ %	\$ _____
Total WBE Participation:	_____ %	\$ _____
Total Participation:	_____ %	\$ _____

BALTIMORE COUNTY, MARYLAND MBE/WBE DISCLOSURE AND PARTICIPATION STATEMENT (FORM C)

****This document must be completed and submitted with Bid/Proposal to Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Contract Name and Description: _____

Name of Prime Contractor: _____

Name of MBE/WBE Subcontractor: _____

☐ MDOT ☐ Baltimore City # _____
Certification Number

1. Work/Services to be performed by MBE/WBE Subcontractor: _____

2. Subcontract Amount: \$ _____

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE/WBE Anticipated Commencement Date: _____ Completion Date: _____

5. This MBE/WBE subcontract is _____ percent of the County contract cost:

6. This is a MBE-Owned Business Firm: Yes _____ No _____

7. This is a WBE-Owned Business Firm: Yes No

The undersigned MBE/WBE subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the Baltimore County. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: _____ Date: _____

The terms and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____ Date: _____

BALTIMORE COUNTY, MARYLAND
MBE/WBE - SUBCONTRACTOR UNAVAILABILITY CERTIFICATE
(FORM D)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

2. The _____ (MBE/WBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firms MBE/WBE Representative

Title

Date

MDOT/Baltimore City Certification #

Telephone #

3. PRIME CONTRACTOR SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MBE/WBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

Signature of Prime Contractor

Title

Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

**If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction with the bid or offer submitted in response to Solicitation Number _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date

PERFORMANCE BOND

Bond No. _____

<hr/> Principal	<hr/> Business Address of Principal
<hr/> Surety	Obligee: BALTIMORE COUNTY, MARYLAND A body corporate and politic
A Corporation of the State of _____ and authorized to do business in Maryland	
	DOLLARS \$ _____
Penal Sum of Bond (express in words and figures)	
<hr/> Contract Name	<hr/> Date of Contract 20 _____
<hr/> Contract Number	<hr/> Date Bond Executed 20 _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: Individual Principal

Witness: _____ **as to:** _____ (SEAL)

Print Name: _____ **Print Name:** _____

Attest: Corporate Principal

(Name of Corporation)

Witness: _____ **By:** _____

Print Name: _____ **Print Name:** _____ (SEAL)

Title: _____

Attest: Surety

(Name of Surety)

Business Address: _____

Witness: _____ **By:** _____ Affix

Print Name: _____ **Print Name:** _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

PAYMENT BOND

Bond Number _____

Principal _____

Business Address of Principal _____

Surety _____

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

DOLLARS \$ _____

Penal Sum of Bond (express in words and figures) _____

Contract Name _____

Date of Contract _____ 20 _____

Contract Number _____

Date Bond Executed _____ 20 _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall promptly make payments to all persons supplying labor and/or material to the Principal and to any subcontractor of the Principal in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: _____

Individual Principal _____

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest: _____

Corporate Principal _____

(Name of Corporation) _____

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Attest: _____

Surety _____

(Name of Surety) _____

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements _____

Office of the County Attorney

IF SUBMITTING BOND, THIS FORM MUST BE USED

BID BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____ and authorized to do business in the State of Maryland	BALTIMORE COUNTY, MARYLAND, a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Bid	Date of Contract
Contract No. _____	Date Bond Executed
Proposal or Item No. _____	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the aforementioned Principal shall be awarded the contract. The said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the entire Penal Sum of the Bid Bond of the said Principal as liquidated damages.

Signed and sealed _____
(Date)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Witness

In Presence of:

Witness

INDIVIDUAL PRINCIPAL

as to _____ (SEAL)

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

CORPORATE PRINCIPAL

Name of Corporation _____

By _____

Title _____

Surety _____

By _____

Title _____

Affix
Corporate
Seal

Affix
Corporate
Seal

Business Address of Surety _____

NOTE: Under Corporate Principal, this bond must be executed by either president or vice-president. Any person legally empowered to bind the corporation may execute document only if a copy of the resolution granting this right is attached.

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND
SECURE TO THE OUTSIDE OF YOUR
RESPONSE ENVELOPE OR CARTON.*

REQUEST FOR BID	
NO. B-908 7/10/15, 3:00 PM GUARDRAIL SERVICES	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase guardrail services, covered by this agreement which the County may require during the period of time covered by this agreement. Work shall include, but not be limited to, the maintenance, replacement, and/or repair of existing guardrail, and the furnishing and installation of new guardrail of new locations. The quantities shown are approximate and are for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the vendor, if it is found that such services are not required by the County during the period covered by this agreement.
- 1.2 The County reserves the right to solicit bids on the open market when the contractor's proposal for any single project is \$25,000.00 or greater.

2. TERM OF AGREEMENT.

- 2.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
- 2.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

3. METHOD OF AWARD.

- 3.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 3.2 Bidders will be required to provide at least three (3) names of contact persons and phone numbers reference of similar sized and scoped contracts during the past eighteen (18) months.

4. PRICES.

- 4.1 Prices quoted must remain firm for the period covered by this agreement, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.

5. ESCALATION.

- 5.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 5.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 5.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase.

6. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.

- 6.1 With regard to this contract, the Chief of the Bureau of Highways, or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Chief of the Bureau of Highways, or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 6.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the Bureau of Highways, or his designated representative, prior to beginning work at (410) 887-2230.
- 6.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.
- 6.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.
- 6.5 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations hereunder including the specifications. In cases where delays are clearly not the contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Bureau of Highways.
- 6.6 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies. The Contractor must be prepared to furnish engineering services when requested.
- 6.7 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County Agencies requiring these commodities and/or services. A delivery order will be issued against the master agreement, confirming the contracted pricing and giving quantity and delivery requirements.

7. GUARANTEES.

- 7.1 All materials and/or equipment furnished and installed under this contract shall be unconditionally guaranteed for a minimum of one (1) year from the date of acceptance of the work by the County against any and all defects in materials, workmanship, and installation.

8. **INQUIRIES** Any inquiries relative to this bid should be directed to Amber Butcher, the Buyer, at (410) 887-3887, or abutcher@baltimorecountymd.gov.

9. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is **15%**.

- 9.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.

- 9.2 It is the intention of the contract, that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement rather than on a job-to-job basis. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

- 9.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.

- 9.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM at www.baltimorecountymd.gov/go/mwbe under MWBE directory/Vendor Compliance. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office 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. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to Damon Hughes at 410-887-3407.

10. INSURANCE – CONSTRUCTION PROCUREMENTS.

- 10.1 The successful vendor will be required to execute a Certificate of Insurance form furnished by the County in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 10.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

- 10.3 In the event the vendor changes their insurance carrier, a new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.
- 10.4 The vendor shall, at his/her own cost, insure the work and keep it insured at all times during the period of construction, and until final acceptance of it by the County, against loss or damage covered by an "All Risk" Builders Risk type of policy. The amount of insurance shall be the 100% estimated replacement cost of the work.

11. INVOICES.

- 11.1 The Contractor's invoices shall clearly state a complete description of work performed, location and date. The original work orders should be two-copied and signed by the Bureau of Highways contact person at the job site. One copy should be given to that contact person and one retained for the contractor's files. Authorization to pay invoices will be given by the using agency prior to payment of invoices.
- 11.2 Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Purchasing and Disbursements Division, Room 148, 400 Washington Avenue, Towson, MD 21204.
- 11.3 Cash Discounts – Cash discount periods will be computed wither from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
- 11.4 Baltimore County may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extend as may be necessary to protect the County from loss on account of:
- 11.4.1 Defective work not remedied.
- 11.4.2 Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
- 11.4.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- 11.4.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 11.4.5 Damage to another contractor.

- 12. LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

13. COOPERATIVE PURCHASE.

- 13.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 13.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

14. BID DEPOSIT REQUIREMENTS.

- 14.1 Bid deposit is required. Failure to submit such check or bond when required will nullify bid.
- 14.5 Bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for five percent (5%) of the amount of the bid; or a Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond form provided by the County will be acceptable and must be completed by a surety company duly licensed under the Laws of the State of Maryland.
- 14.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 14.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.

15. BONDS.

- 15.1 The successful bidder will be required to give both a performance and payment bond each 100 percent of the estimated annual value of the contract. The successful bidder shall have fifteen (15) calendar days to comply with this requirement. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder.
- 15.2 Prior to each contract renewal term, the contractor shall provide both a separate performance and payment bond each 100 percent of the estimated annual value of the contract.

16. ELECTRONIC VERSION SUBMITTAL.

- 16.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

17. “SAMPLE” FORM CONTRACT.

- 17.1 A sample of the County's form contract may be found on the Baltimore County website at www.baltimorecountymd.gov/purchasing/currentsolicitations. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the vendor's bid response.
- 17.2 If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 17.3 All vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

18. REGIONAL COOPERATIVE PURCHASING.

- 18.1 The Contractors must submit semi-annual statistical reports via email in an Excel format prescribed by the County for the periods of January to June and July to December each year. Reports are due, without notice, to the County on August 1 and February 1, respectively, following the end of each six-month period. Failure of the County to remind the Contractor that the reports are due does not relieve the Contractor of the responsibility of submitting the reports on time. The semiannual reports must show the dollars spent in connection with this contract by the participating entities and may show other reporting categories mutually agreed upon by the County and Contractor. Failure to submit the reports on time constitute unsatisfactory performance under the terms of the contract.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES**

SPECIFICATIONS

1. SCOPE OF WORK - GENERAL

- 1.1 In general, the scope of this contract shall be to furnish and install all labor, materials, tools equipment, supervision, incidentals, and related items for guardrail services. The following services shall be provided by the Contractor during the term of this contract.
 - 1.1.1 Furnishing and installing new metal traffic barriers and posts.
 - 1.1.2 Replacement normal 6 foot length posts, installing additional normal 6 foot length post
Installing 8 foot long posts, splice joints and replacing W beam panel.
 - 1.1.3 Removal and disposal of existing traffic barrier.
 - 1.1.4 Removal and resetting existing traffic barrier.
 - 1.1.5 Furnishing and installing reflective delineators.
 - 1.1.6 Installing salvaged W beam panel and posts.
 - 1.1.7 Furnishing and installing permanent traffic barrier end treatments.
 - 1.1.8 Furnishing and installing anchorage at various structures.
- 1.2 The requirements listed above are intended as an aid to the Contractor to acquaint him/her with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.
- 1.3 Failure by the Contractor to acquaint himself/herself with the available information may not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- 1.4 The County assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the County.
- 1.5 The work involved in the construction specified in the contract shall progress in a manner, which will cause the minimum interruption to pedestrian and vehicular traffic through the areas of the proposed work. Maintenance of traffic will be a subsidiary obligation of this contract (see specification 27). The contractor shall maintain lights and barricades at each location of work until such time as the work is completed and the area is ready to be used. "Road Work ahead" signs shall be placed at all work locations. Mobile signs may be approved for use in areas of short work duration. Flagging and other work shall comply with the M.U.T.C.D. All costs shall be included in items bid.
- 1.6 The Contractor is responsible for notifying the Public Utility and "Miss Utility" when it is applicable to work being planned.
- 1.7 Any installation unfinished shall not be left open-ended overnight.

2. LOCATION OF WORK AND EXISTING CONDITIONS

- 2.1 The work sites are located along various County roadways within the boundaries of Baltimore County, Maryland.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference will be held on Thursday June 25, 2015 at 10:00 a.m. in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
- 3.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.
- 3.3 All questions regarding this solicitation must be received by July 2, 2015.

4. WORK SCHEDULE, INTERRUPTIONS, PROPERTY PROTECTION

- 4.1 All work must be performed between the hours of 7:30 a.m. and 4:30 p.m. It shall be the Contractor's responsibility to see that all tools, equipment, and materials are delivered within or adjacent to the work area as specified by the Contractor.
- 4.2 All work can be accomplished during the weekdays Monday through Friday excluding County holidays:
- | | |
|-------------------------|------------------|
| New Years Day | Columbus Day |
| Martin Luther King, Jr. | General Election |
| Birthday | Day (even years) |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |
- 4.3 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Chief of the Bureau of Highways, or his designated representative. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OHSA, MOSHA, etc. adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. Traffic barriers and traffic control must be provided by the contractor if their work impedes traffic flow or blocks the used road surface. If needed, the Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals and other signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.
- 4.4 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Chief of the Bureau of Highways, or his designated representative.

- 4.5 All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.

5. CHANGES TO THE CONTRACT

- 5.1 The Contractor will notify the Chief of the Bureau of Highways, or his authorized representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the order will be issued by the Purchasing Division covering the change(s) before the work can proceed. **The County assumes no responsibility for oral instructions or suggestions.** All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Bureau.

6. DEMOLITION AND DEBRIS REMOVAL

- 6.1 The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

7. MATERIALS

- 7.1 All materials supplied and work performed under this contract shall be done under strict compliance with the specifications bound herewith, and with the "Baltimore County Standard Specifications for Construction and Materials: latest edition and subsequent addenda thereto, errata, Addenda and Supplemental Specifications Section II" and "Special Provisions Section III," so far as the same may applicable a copy of the same being on file in the Office of the Director of Public Works and the Bureau of Highways of Baltimore County. The General Conditions and Specifications Sections, are in addition to the County's Standard Specifications for Construction. In the event of a conflict between the two, see the General Conditions and Specifications Section and the Standard Terms and Conditions for the Request For Bid will take precedence.

8. CODES AND REGULATIONS

- 8.1 All labor, materials, and workmanship and shall fully conform to the following publications and standards:
- 8.1.1 Maryland Department of Transportation State Highway Administration-Standard Specifications for Construction and Materials – Latest Edition
 - 8.1.2 Maryland Department of Transportation State Highway Administration-Book of Standards/Highway & Incidental Structures – Latest Edition
 - 8.1.3 Baltimore County –Standard Specifications and Details for Construction – February Latest Edition.
 - 8.1.4 American Association of State Highway and Transportation Officials – Latest Edition

8.2

<u>Concrete Mix No. 2</u>	<u>902.10.03</u>
<u>W Beam</u>	<u>918.01</u>
<u>Metal Posts</u>	<u>918.02</u>
<u>Traffic Barrier Hardware</u>	<u>918.03</u>
<u>Timber Posts</u>	<u>918.04</u>
<u>Wood Offset Blocks</u>	<u>918.04</u>
<u>Wire Rope</u>	<u>918.05</u>
<u>Rub Rail</u>	<u>A 36, Galvanized</u>
	<u>A 123</u>
<u>Thrie Beam</u>	<u>M 180 Class A</u>
	<u>Type 2</u>
<u>End Treatments and</u>	<u>As specified by the</u>
<u>Spare Parts Packages</u>	<u>manufacturer</u>
<u>Graded Aggregate Base</u>	<u>Table 901 A & 901 B</u>
<u>Common Borrow</u>	<u>916.01.04</u>

9. **WORK PROCEDURES**

- 9.1 The Contractor will be issued a delivery order at the start of this contract. The order will be in effect until June 30th. Each subsequent order will begin July 1 and remain in effect for the fiscal year (July 1st to June 30th). There will be no lapse in coverage as the previous order will remain active until the replacement delivery order is issued.
- 9.2 The Contractor must physically report to emergency sites within three (3) hours of notification. Non-emergency physical response time shall be within twenty four (24) hours of notification.
- 9.3 The Contractor shall submit a written estimate based on the contract pricing after visiting the work site. Final dimensions shall be determined at the site by the Contractor prior to the construction or repair. All dimensions for fitting and final sizing are the Contractor's responsibility. The estimate must include statement of work, materials and the work location.
- 9.3.1 For non-emergency work, the Contractor shall provide the Chief of the Bureau of Highways or his authorized representative a hard copy original estimate.
- 9.3.2 For emergency work, the Contractor may phone, fax or email the estimate to the Chief of the Bureau of Highways or his authorized representative.
- 9.4 For non-emergency work: Once the Contractor has received approval of the provided estimate, the Contractor will have seven (7) calendar days to mobilize at the job site and begin work.
- For emergency work: Once the Contractor has received approval of the provided estimate, the Contractor must begin work immediately.
- 9.5 If work is not completed within fourteen (14) days after approval of the estimate, the Purchasing Agent reserves the right to procure the services elsewhere on the open market, in which event, the extra cost of procuring the services may be charged against the contractor and deducted from any monies due or which may become due them. If the contractor is unable to supply requested services within the designated time, due to factory delay, strike or any unforeseen circumstances, the contractor must notify the buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards. Failure to meet delivery date and to provide services as specified may result in written termination of this agreement.

- 9.6 If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Chief of Highways, or his authorized representative, for approval in order to proceed on the additional work. The County shall not pay for additional work if the Contractor performs the work without the County's approval.
- 9.7 The Contractor cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractor forces. The only exception to this requirement is for work not within the trade contracted by this agreement (i.e. paving, etc.). For services outside of the contracted trade, subcontracting is allowed and the Contractors must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor to the County. Baltimore County shall reimburse the Contractor for their costs for the subcontractor's labor and material. No additional mark-ups (i.e. overhead and profit) or charges will be allowed.

10. POTENTIALLY HAZARDOUS MATERIALS

- 10.1 If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS).

11. POST ERECTION.

- 11.1 Posts shall be driven unless otherwise permitted by the Engineer. The method of driving shall avoid battering or distorting the posts. Posts not driven shall be set in holes of sufficient diameter to allow tamping of the backfill. Postholes shall be backfilled with materials approved by the Engineer and placed in horizontal layers not to exceed 6-in. (150-mm) loose depth, then thoroughly compacted. When it is necessary to place posts in existing paving, all loose material shall be removed and the paving replaced. Prior to erection of the rail or cable elements, the post shall be properly aligned and be within a 1/4 in. (6 mm) tolerance of line and grade. Posts shall be plumb.

12. RAIL ASSEMBLY.

- 12.1 Rail elements shall conform to the Contract Documents and be erected in a manner resulting in a smooth, continuous installation with laps in the direction of traffic flow. All bolts shall be drawn tight.

13. W BEAM END SECTIONS

- 13.1 W Beam terminal end sections shall conform to Maryland State Standard 605.41-02

14. OFFSET BLOCKS.

- 14.1 New traffic barrier W beam shall be installed with wood offset blocks. The wood offset blocks shall be routed to prevent the blockouts from rotating.
- 14.1.1 When an existing steel offset bracket is damaged, it shall be replaced with a metal bracket.

15. CONCRETE CURING.

- 15.1 Concrete curing and protection shall conform to Section 414 of the State of Maryland Standard Specifications for Construction and Materials.

16. REFLECTIVE DELINEATORS.

- 16.1 Reflective delineators shall be installed on the traffic barrier W beam as specified by the Engineer.

17. THRIE BEAM ANCHORAGE.

- 17.1 Shall conform to Maryland State Standard 605.41-02

18. REMOVE AND RESET EXISTING TRAFFIC BARRIER.

- 18.1 When the entire run of Traffic Barrier is removed and reset the metal offset brackets shall be replaced with 8-in. wood offset blocks. When only a portion of a run is removed and reset the metal offset brackets shall be replaced with 6-in. wood blocks. The wood block shall match the existing postholes. The posts shall be moved a minimum of 1 ft. in either direction from the existing location. When resetting the rail, the height of the rail should be measured to ensure it meets the current Standards. The offset distance from the edge of the roadway shall be maintained unless otherwise directed by the Engineer.

19. END TREATMENTS.

- 19.1 The Type A Systems (Single and Double Rail) shall have the end(s) of the traffic barrier, the end anchorage terminal and the rub rail if required, be buried in a cut slope. The slope shall be excavated to install these components. Upon installation the area shall be backfilled to match the adjacent slope, compacted, seeded, mulched, and soil stabilization matting installed as directed by the Engineer. The single rail system shall use 6-ft posts throughout the entire End Treatment. The double rail system shall use 8-ft posts throughout the entire End Treatment, except for the last 3 posts buried in the cut slope. The Contractor has the choice of constructing the end anchorage terminal using either Option 1 or 2 unless otherwise directed by the Engineer.
- 19.2 The Type G System shall be a rigid turned system (single faced) conforming to current standards. The Contractor has the choice of constructing the end anchorage terminal using either Option 1 or 2 unless otherwise directed by the Engineer.
- 19.3 The Type C Systems are not designed to be curved, and shall be installed in straight line, unless otherwise specified by the manufacturer and approved by the Engineer. For installation methods and procedures, refer to the manufacturer's recommendations. The C System shall have an aluminum reflectorized hazard marker placed in the recessed end of the extruder. The Contractor has the choice of constructing the end anchorage terminal using either Option 1 or 2 unless otherwise directed by the Engineer.
- 19.3.1 The nose section on the traffic barrier end treatment shall be reflectorized as approved by the Engineer.
- 19.3.2 Traffic barrier end treatments, when attached to W beam traffic barrier, shall have the same finish coat.

20. REPAIRS.

- 20.1 When spare parts packages are furnished by the County, Repairing Traffic Barrier End Treatments will be measured and paid for at the Contract unit price. The payment will be full compensation for all transportation, installation, reconnection to fixed objects where necessary, complete clearing and removal of debris and damaged unsalvageable parts, and for all material, labor, equipment, tools, and incidentals

necessary to construct the end treatment to the configuration specified, or as directed by the Engineer.

- 20.2 Traffic Barrier End Treatment Spare Parts Package furnished and installed will be measured and paid for at the Contract unit price. The payment will be full compensation for the complete furnishing and installation, complete clearing and removal of debris and damaged unsalvageable parts, and for all material, labor, equipment, tools, and incidentals necessary to construct the end treatment to the configuration specified, or as directed by the Engineer.

21. SURFACE ADJUSTMENT.

- 21.1 If surface adjustment is required for installation of Type C end treatments as indicated on the Standards, or in this bid package, the Contractor shall use any class of excavation available on the project. When excavation is not available on the project site, the surface adjustment for end treatments shall be constructed using bank run gravel base, graded aggregate base, common borrow. The surface adjustment shall be completed within 48 hours.

22. END ANCHOR TERMINALS.

- 22.1 All end anchor terminals, Option 1, must fully comply with drawing MD 605.10. All end anchor terminals, Option 2, must fully comply with drawing MD 605.10-01.

23. ANCHORAGE AT STRUCTURE.

- 23.1 All "W" beam anchorage at structure work shall fully comply with drawing MD 605.01-03.

24. MEASUREMENT AND PAYMENT.

- 24.1 The payment will be full compensation for all rock excavation, components, restoration of grassed or paved areas, drilled post holes, concrete, assembly and erection of all component parts and materials complete in place, removal and disposal of all construction debris, and for all material, labor, equipment, tools, maintenance of traffic and incidentals necessary to complete the work.
- 24.1.1 Surface Adjustment for Types C End Treatments will be measured and paid for at the Contract unit price per ton. The payment will be full compensation for furnishing, adjusting embankment or aggregate material, compaction and for all material, labor, equipment, tools, and incidentals necessary to complete the work.
- 24.1.2 Traffic Barrier End Treatment Spare Parts Package furnished and installed will be measured and paid for at the Contract unit price per each for the type specified in the Contract Documents. Payment will not be made for spare parts packages used for end treatments damaged due to the Contractor's operations as determined by the Engineer.
- 24.1.3 Traffic Barrier End Treatments will be measured and paid for at the Contract unit price for the pertinent end treatments listed below. Removal of the existing end treatment to be replaced will not be measured but the cost will be incidental to Contract unit price for the respective end treatments.
- 24.1.4 Type A traffic barrier end treatment with single rail, will be measured and paid for by the each. The price shall include furnishing and installing the 50 foot rail with 6 foot posts and all necessary hardware and incidentals, excavating for burial of

the rail in the cut slope, backfilling to match the adjacent slope, compaction, furnishing and installing seeding, mulching, and soil stabilization matting.

As illustrated in drawing MD 605-01, plan detail, the rail, posts, and hardware between points AA and BB shall be measured and paid for as follows:

Traffic barrier W beam per linear foot for the actual number of linear feet measured to centers of posts. When a double rail installation is required, each length of rail will be measured and paid for.

- 24.1.5 Type A traffic barrier end treatment with double rail, will be measured and paid for by the each. The price shall include furnishing and installing both 50 foot rails with 8 foot posts and all necessary hardware and incidentals, furnishing and installing the last three posts buried in the cut slope, excavating for burial of both rails in the cut slope, backfilling to match the adjacent slope, compaction, furnishing and installing seeding, mulching, and soil stabilization matting.

As illustrated in drawing MD 605-01, plan detail, the rail, posts, and hardware between points AA and BB shall be measured and paid for as follows:

Traffic barrier W beam per linear foot for the actual number of linear feet measured to centers of posts. When a double rail installation is required, each length of rail will be measured and paid for.

- 24.1.6 Type C Traffic Barrier End Treatments will be measured and paid for at the Contract unit price per each.
- 24.1.7 Type G Traffic Barrier End Treatments will be measured and paid for at the Contract unit price per each.
- 24.1.8 Surface Adjustment for Types C End Treatments will be measured and paid for at the Contract unit price per cubic yard. The payment will be full compensation for furnishing, adjusting embankment or aggregate material, compaction and for all material, labor, equipment, tools, and incidentals necessary to complete the work.
- 24.1.9 Payment will not be made for spare parts packages used for end treatments damaged due to the Contractor's operations as determined by the Engineer.
- 24.1.10 Traffic Barrier W Beam will be measured and paid for at the Contract unit price per linear foot for the type specified. The payment will be full compensation for furnishing and installing all posts and offset blocks necessary to complete the work.
- 24.1.11 Salvaged Traffic Barrier with Beam and Posts will be measured and paid for at the Contract unit price per linear foot for the type specified. The installation of wood offset blocks will not be measured, but will be incidental to the Contract unit price per linear foot. The contractor provides all installation and shall furnish all the hardware and the wood blocks.
- 24.1.12 Replacing Normal 6 ft Length Posts, Installing Additional Normal 6 ft Length Posts, Installing 8 ft Long Posts, Splice Joints and Replacing W Beam Panel will be measured and paid for at the Contract unit price as specified.

- 24.1.13 Removal and Disposal of Existing Traffic Barrier will be measured and paid for at the Contract unit price per linear foot.
- 24.1.14 Remove and Reset Existing Traffic Barrier will be measured and paid for at the Contract unit price per linear foot. The Introduction of wood offset blocks will not be measured, but will be incidental to the Contract unit price per linear foot.
- 24.1.15 Reflective Delineators will be measured and paid for at the Contract unit price per each.
- 24.1.16 Thrie Beam Anchorage will be measured and paid for at the Contract unit price per each.
- 24.1.17 Radius W Beam will be measured and paid for at the Contract price per 12'-6" section.
- 24.1.18 Terminal type ends will be measured and paid for at the Contract unit price per each.
- 24.1.19 Rub Rail will be measured and paid for at the Contract unit price per linear foot.

25. CONSTRUCTION AND WASTE MATERIAL.

- 25.1 All wood, trash, construction debris and other foreign matter shall be removed from the right-of-way and disposed of by the Contractor. The Contractor shall make all necessary arrangements to obtain suitable disposal locations and shall furnish the Engineer with copies of all disposal tickets. Disposal shall be in conformance with all Federal, State and local ordinances.

26. DRAWINGS, STANDARDS, TABLES AND SPECIFICATIONS

- 26.1 Drawings, standards, tables, and specifications are provided in this specification labeled as follows: Standard No. MD 605.01, 605.01-01, 605.01-02, 605.01-03, 605.03, 605.04, 605.08, 605.08-01, 605.10, 605.10-01, 605.20, 605.22, 605.25, 605.26, 605.26-01, 605.27, 605.41, 605.44, 605.41-01, 605.41-02, 605.42, 605.43-03, 605.43-01, 605.43-02, 665.02, Table 902A and Specification Category 400 Structures.

All workmanship and materials must fully comply with these drawings, standards tables and specifications.

27. MAINTENANCE OF TRAFFIC

- 27.1 In addition to Section 104 of the Baltimore County "Standard Specifications for Construction" the following will apply:
 - 27.1.1 Appropriate work zone traffic control and sufficient flagmen shall be provided throughout the contract. For major traffic routes the traffic flow must be maintained in each direction at all times. Alternate flow may be allowed with use of flagmen and appropriate work zone traffic devices. The Contractor is to be responsible for road closure signs and proper marking of detour routes during the construction period. These roads are to be marked to the satisfaction of the Engineer prior to the commencement of work.
 - 27.1.2 Generally, traffic on residential street may be detoured during the progress of work. Local traffic must have access to adjoining properties at all times. Street under

construction shall be opened to traffic on evenings and weekends following normal working hours, unless written permission is obtained from the Engineer to permit certain streets to remain closed.

- 27.1.3 It shall be the Contractor's responsibility to notify the Baltimore County Bureau of Solid Waste Management and the Bureau of Utilities, at least five (5) days prior to the closing of any street for construction. All road closures and detours shall be approved by the Baltimore County Division of Traffic Operations.
- 27.1.4 It shall be the Contractor's responsibility to notify Mr. Greg Carski, Chief of the Division of Traffic Operation (Phone 410-887-3554, Fax 410-887-5784), three (3) days before mailing or performing any operation which could affect traffic signal loops.
- 27.1.5 The Contractor must coordinate his/her construction sequence so that there will be a minimum inconvenience to the traveling public. The Department of Public Works reserves the right to restrict the Contractor's operation at any time on any road where, in the opinion of the engineer, and undesirable traffic condition warrants same. Traffic must be maintained at all times by the Contractor.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES
Due Date: 7/10/15, Time: 3:00 P.M.**

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID / REQUEST FOR PROPOSAL.

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens?

If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

BID DEPOSIT REQUIRED: Accompanying this bid is a Certified Bid Deposit Check or Bid Bond in the amount of \$_____ payable to Baltimore County, Maryland.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

Delivery shall be made within _____ calendar days after receipt of order.

F.O.B. Destination (unless otherwise stated herein).

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES
Due Date: 7/10/15, Time: 3:00 P.M.

PRICE SHEET PAGE 1 OF 4		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 570-28 Guardrail services, surface adjustment, CR6, for Type C entry, furnish and install, as per specifications	20	Ton	\$ _____	\$ _____
2	COMMODITY CODE: 570-28 Guardrail services, Type A end treatment, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
3	COMMODITY CODE: 570-28 Guardrail services, Type C end treatment, furnish and install, as per specifications	8	Each	\$ _____	\$ _____
4	COMMODITY CODE: 570-28 Guardrail services, Type G end treatment, furnish and install, as per specifications	15	Each	\$ _____	\$ _____
5	COMMODITY CODE: 570-28 Guardrail services, normal 6 ft. length posts, with offset blocks, furnish and install, as per specifications	129	Each	\$ _____	\$ _____
6	COMMODITY CODE: 570-28 Guardrail services, normal 8 ft. length posts, with offset blocks, furnish and install, as per specifications	294	Each	\$ _____	\$ _____
7	COMMODITY CODE: 570-28 Guardrail services, removal and disposal of existing traffic barrier, as per specifications	4512	LNFT	\$ _____	\$ _____
8	COMMODITY CODE: 570-28 Guardrail services, remove and reset existing traffic barrier, as per specifications	1402	LNFT	\$ _____	\$ _____

REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES
Due Date: 7/10/15, Time: 3:00 P.M.

PRICE SHEET PAGE 2 OF 4		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
9	COMMODITY CODE: 570-28 Guardrail services, reflective delineators, furnish and install, as per specifications	50	Each	\$ _____	\$ _____
10	COMMODITY CODE: 570-28 Guardrail services, thrie beam anchorage, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
11	COMMODITY CODE: 570-28 Guardrail services, radius W beam, 12 ft. 6 inch section, furnish and install, as per specifications	55	Each	\$ _____	\$ _____
12	COMMODITY CODE: 570-28 Guardrail services, terminal end section, furnish and install, as per specifications	38	Each	\$ _____	\$ _____
13	COMMODITY CODE: 570-28 Guardrail services, rub rail, furnish and install, as per specifications	20	LNFT	\$ _____	\$ _____
14	COMMODITY CODE: 570-28 Guardrail services, end anchor terminal, option one, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
15	COMMODITY CODE: 570-28 Guardrail services, end anchor terminal, option two, furnish and install, as per specifications	2	Each	\$ _____	\$ _____
16	COMMODITY CODE: 570-28 Guardrail services, new W beam and posts, furnish and install, as per specifications	5998	LNFT	\$ _____	\$ _____
17	COMMODITY CODE: 570-28 Guardrail services, Type G flare, repair, as per specifications	435	LNFT	\$ _____	\$ _____
18	COMMODITY CODE: 570-28 Guardrail services, offset block, wood, 8 inches, furnish and install, as per specifications	4	Each	\$ _____	\$ _____

REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES
Due Date: 7/10/15, Time: 3:00 P.M.

PRICE SHEET PAGE 3 OF 4		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
19	COMMODITY CODE: 570-28 Guardrail services, offset block, wood, 6 inches, furnish and install, as per specifications	2	Each	\$ _____	\$ _____
20	COMMODITY CODE: 570-28 Guardrail services, W beam anchorage at structure, as per specifications	2	Each	\$ _____	\$ _____
21	COMMODITY CODE: 570-28 Guardrail services, Type A end treatment, double beam, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
22	COMMODITY CODE: 570-28 Guardrail services, Type A end treatment, single beam, Corten, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
23	COMMODITY CODE: 570-28 Guardrail services, Type G end treatment, Corten, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
24	COMMODITY CODE: 570-28 Guardrail services, normal 6 ft. length posts, with offset blocks, Corten, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
25	COMMODITY CODE: 570-28 Guardrail services, radius W beam, Corten, 12 ft. 6 inches section, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
26	COMMODITY CODE: 570-28 Guardrail services, terminal end section, Corten, furnish and install as per specifications	1	Each	\$ _____	\$ _____
27	COMMODITY CODE: 570-28 Guardrail services, new W beam and posts, Corten, furnish and install, as per specifications	1	LNFT	\$ _____	\$ _____
28	COMMODITY CODE: 570-28 Guardrail services, W beam anchorage at structure, Corten, as per specifications	1	Each	\$ _____	\$ _____

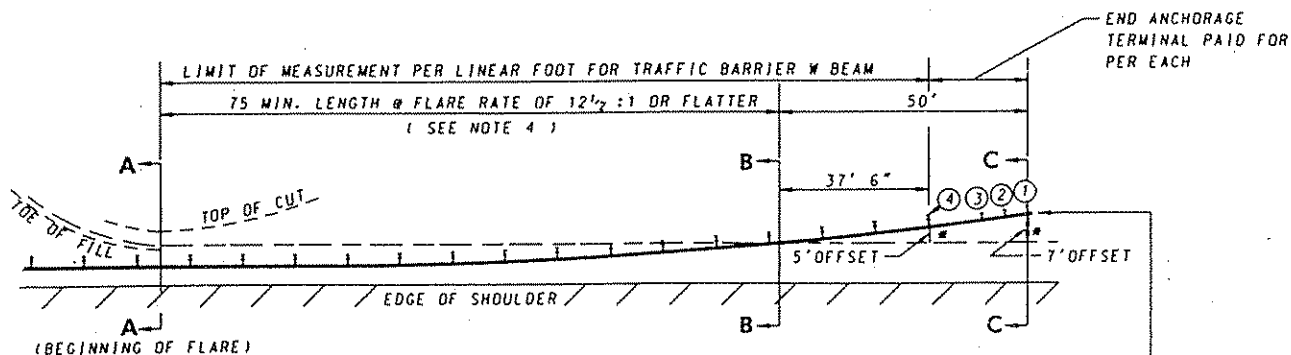
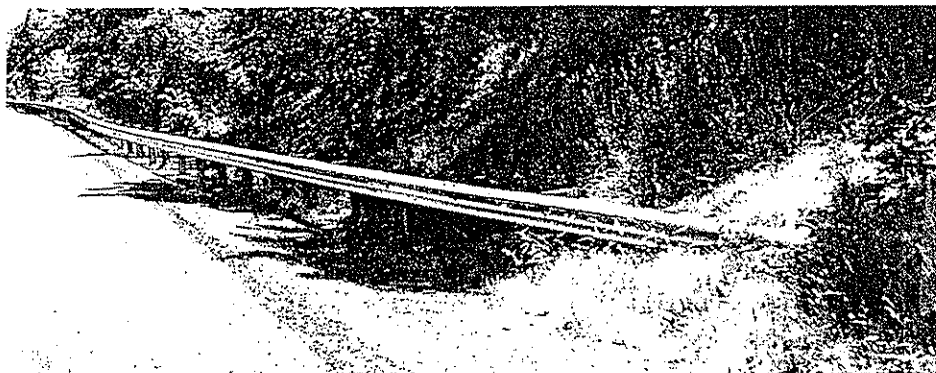
REQUEST FOR BID NO. B-908
GUARDRAIL SERVICES
Due Date: 7/10/15, Time: 3:00 P.M.

PRICE SHEET PAGE 4 OF 4		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
29	COMMODITY CODE: 570-28 Guardrail services, Type A end treatment, single beam, brown poly coated, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
30	COMMODITY CODE: 570-28 Guardrail services, Type G end treatment, brown poly coated, furnish and install, as per specifications	1	Each	\$ _____	\$ _____
31	COMMODITY CODE: 570-28 Guardrail services, normal 6 ft. length posts, with offset blocks, brown poly coated, furnish and install, as per specifications	54	Each	\$ _____	\$ _____
32	COMMODITY CODE: 570-28 Guardrail services, radius W beam, 12 ft. 6 inches section, brown poly coated, furnish and install, as per specifications	15	Each	\$ _____	\$ _____
33	COMMODITY CODE: 570-28 Guardrail services, terminal end section, brown poly coated, furnish and install, as per specifications	4	Each	\$ _____	\$ _____
34	COMMODITY CODE: 570-28 Guardrail services, new W beam and posts, brown poly coated, furnish and install, as per specifications	527	LNFT	\$ _____	\$ _____
35	COMMODITY CODE: 570-28 Guardrail services, W beam anchorage at structure, brown poly coated, as per specifications	1	Each	\$ _____	\$ _____

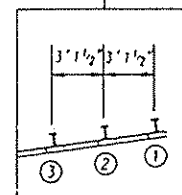
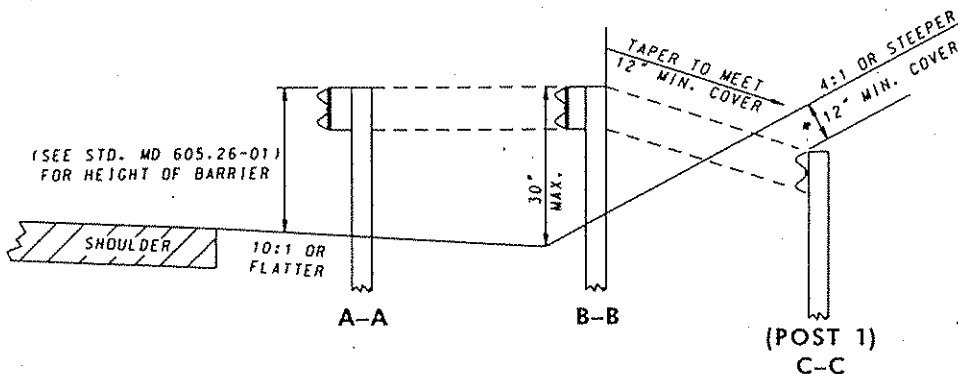
GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____



PLAN



OPTION 1
ANCHORAGE TERMINAL

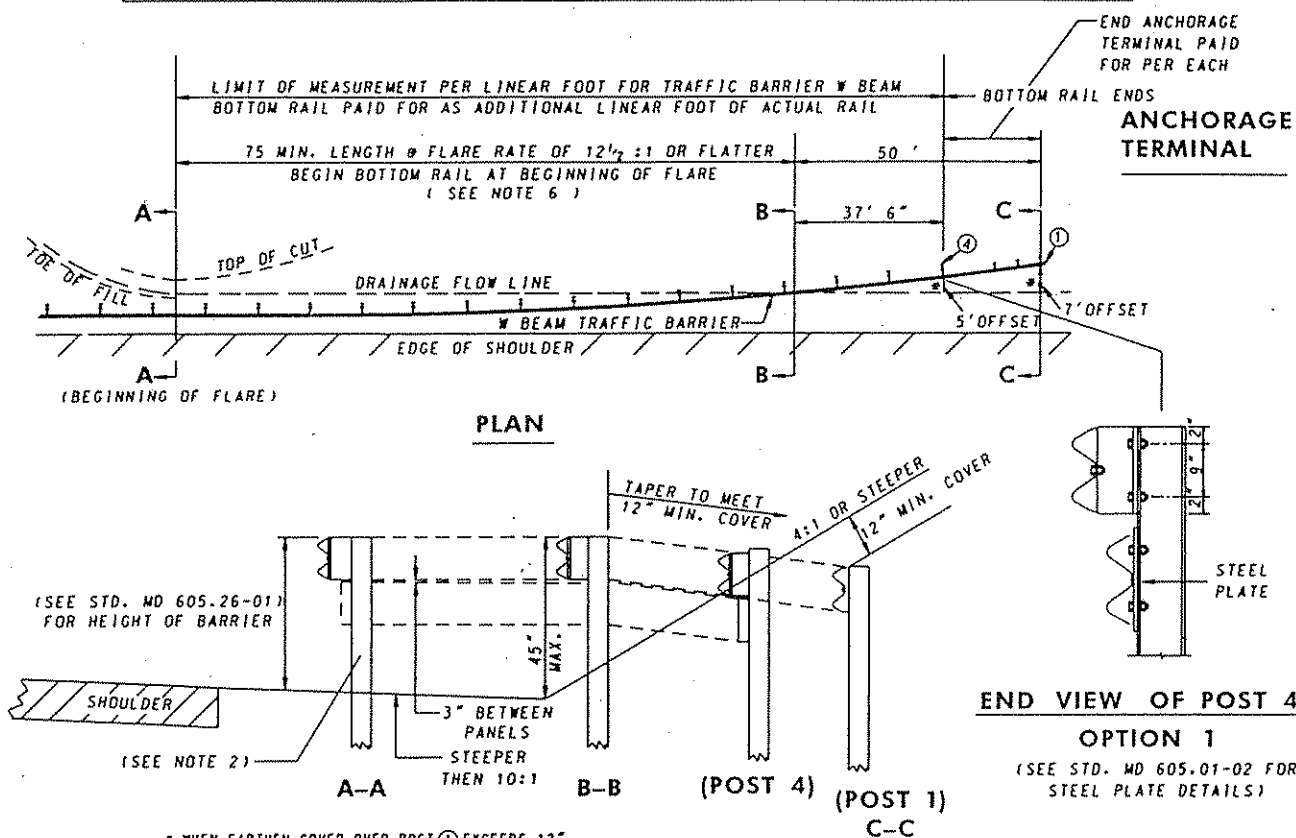
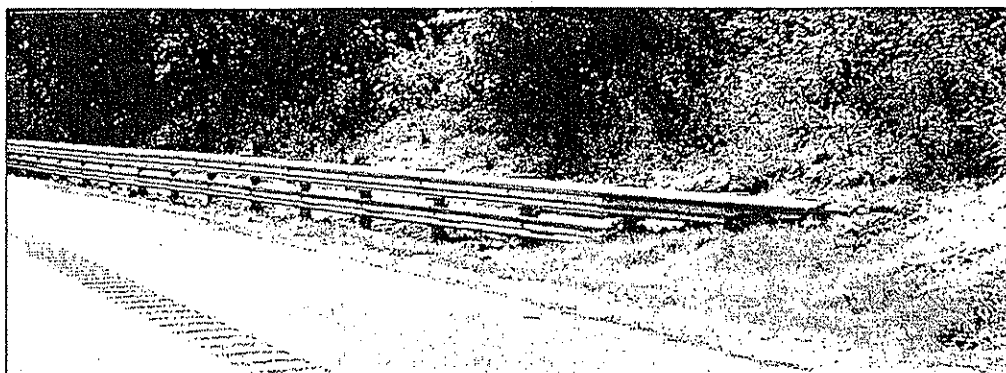
* WHEN EARTHEN COVER OVER POST ① EXCEEDS 12",
OFFSET DISTANCES 5' & 7' MAY BE LESSENED. HEIGHT OF RAIL MUST REMAIN RELATIVE TO DITCH ELEVATION.

SECTION

NOTES:

1. ALL POSTS SHALL BE 6' IN LENGTH.
2. THE SLOPE FILL MATERIAL SHALL BE COMPACTED FIRMLY TO THE ESTABLISHED X-SLOPE.
3. THE CONTRACTOR HAS THE OPTION TO CONSTRUCT THE END ANCHORAGE TERMINAL USING ONE OF THE TWO OPTIONS.
OPTION 1 - 6' STEEL POSTS (SEE STD. MD 605.01-02)
OPTION 2 - CONCRETE BLOCK ANCHOR (SEE STD. MD 605.01-03)
4. LOW SPEED INSTALLATIONS WOULD REQUIRE ONLY 50 FEET IN ADVANCE OF HAZARD WITH A 9:1 FLARE.

SPECIFICATION 614	CATEGORY CODE ITEMS 661500	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TYPE A TRAFFIC BARRIER END TREATMENT (SINGLE RAIL)
APPROVED	 DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 11-10-99	APPROVAL 7-2-99
	REVISED	REVISED
	REVISED	REVISED
STANDARD NO. MD 605.01		



* WHEN EARTHEN COVER OVER POST ① EXCEEDS 12".
OFFSET DISTANCES 5' & 7' MAY BE LESSENED. HEIGHT OF RAIL MUST REMAIN RELATIVE TO DITCH ELEVATION.

NOTES:

- USE 8' POSTS FOR THE TYPE A DOUBLE RAIL END TREATMENT EXCEPT FOR THE LAST THREE (3) BURIED IN THE BACK SLOPE.
- THE BOTTOM RAIL SHALL BE TUCKED BEHIND AND BOLTED TO POST A-A USING A 3/8" DIA. x 1 1/2" LENGTH HEX. HEAD BOLT THE SECOND POST BEYOND POST A-A TOWARDS POST 4 WILL NOT REQUIRE AN OFFSET BRACKET FOR THE BOTTOM RAIL.
- MAINTAIN HEIGHT OF TOP RAIL RELATIVE TO EDGE OF SHOULDER UNTIL A MAXIMUM HEIGHT OF 45" ABOVE GROUND IS REACHED.
- THE SLOPE FILL MATERIAL SHALL BE COMPACTED FIRMLY TO THE ESTABLISHED X-SLOPE.
- THE CONTRACTOR HAS THE OPTION TO CONSTRUCT THE END ANCHORAGE TERMINAL USING EITHER ONE OF THE TWO OPTIONS.
OPTION 1 - 6" STEEL POSTS (SEE STD. MD 605.01 & 605-01-02)
OPTION 2 - CONCRETE BLOCK ANCHOR (SEE STD. MD 605.01-03)
- LOW SPEED INSTALLATIONS WOULD REQUIRE ONLY 50 FEET IN ADVANCE OF HAZARD WITH A 9:1 FLARE.

SPECIFICATION 614	CATEGORY CODE ITEMS 661500
APPROVED	<i>Robert Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
APPROVAL 11-10-99	APPROVAL 7-2-99
REVISED	REVISED
REVISED	REVISED
REVISED	REVISED

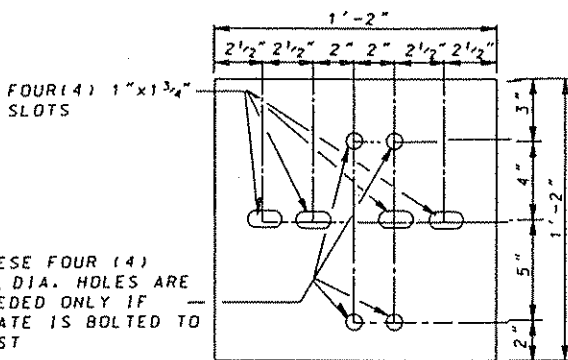
Maryland Department of Transportation

STATE HIGHWAY ADMINISTRATION

STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

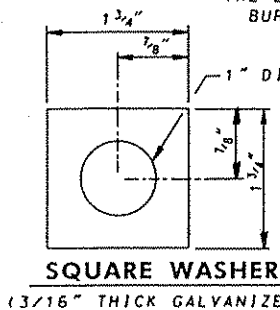
TYPE A TRAFFIC BARRIER END TREATMENT (DOUBLE RAIL)

STANDARD NO. MD 605.01-01



1/2" STEEL PLATE

(GALVANIZED)
WELDED OR BOLTED TO THE LAST THREE (3) POSTS BURIED IN BACK SLOPE

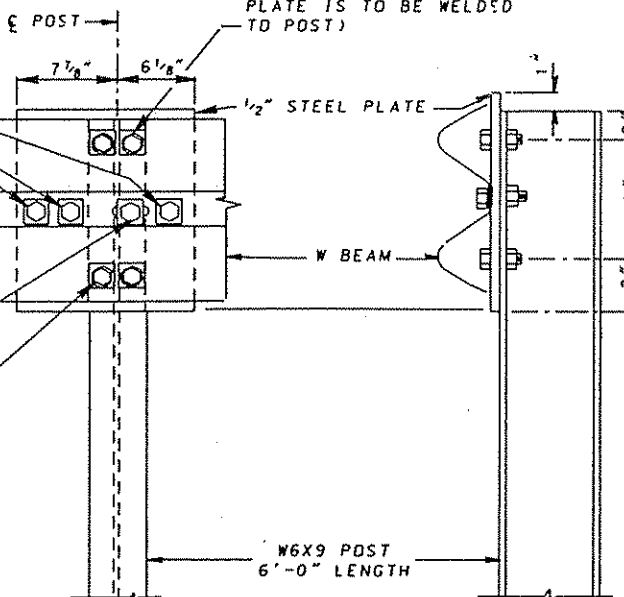


THREE (3) 1" DIA. HOLES TO BE FIELD DRILLED IN W BEAM ELEMENT AND ATTACHED WITH 5/8" DIA. HEX. HEAD BOLTS 1 1/2" LONG EACH WITH ONE SQUARE WASHER AND HEX NUT

1" DIA. HOLE TO BE FIELD DRILLED THROUGH W BEAM AND THROUGH POST FLANGE. ATTACH W BEAM WITH 5/8" HEX. HEAD BOLT 2" LONG WITH ONE SQUARE WASHER AND HEX NUT

DRILL EXTRA 1 3/16" DIA. HOLE IN POST FLANGE. (HOLE NOT NEEDED WHEN PLATE IS TO BE WELDED TO POST)

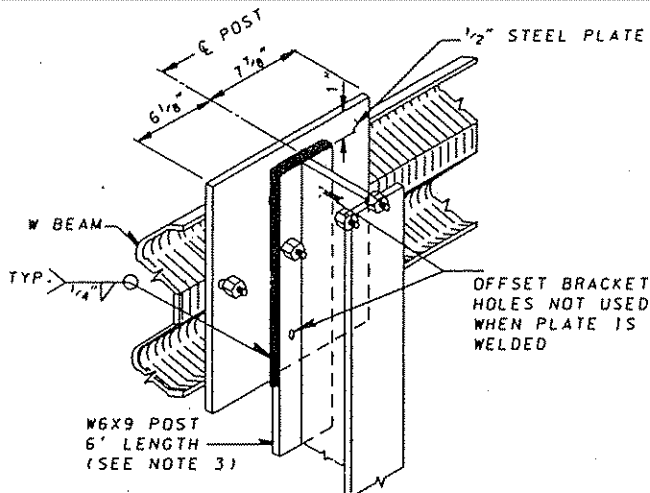
PLAN VIEW (BOLTED)



FRONT VIEW

END VIEW

1/2" STEEL PLATE BOLTED TO POST



1/2" STEEL PLATE ATTACHED TO POST

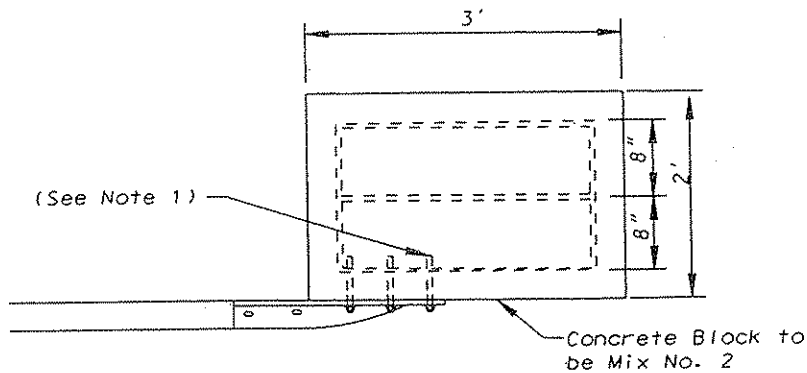
NOTES:

1. THE 1/2" STEEL PLATE SHALL CONFORM TO THE REQUIREMENTS OF A-36. THE PLATE MAY BE WELDED OR BOLTED TO THE THREE (3) POSTS BURIED IN THE CUT SLOPE.
2. FIELD DRILLED HOLES AND WELDED AREAS SHALL BE COATED WITH ZINC RICH PAINT.

SPECIFICATION 614	CATEGORY CODE ITEMS 661500
APPROVED <i>Robert J. Decker</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
APPROVAL 4-6-88	APPROVAL 4-22-90
REVISED 3-8-90	REVISED 7-02-99
REVISED 11-10-99	REVISED
REVISED	REVISED

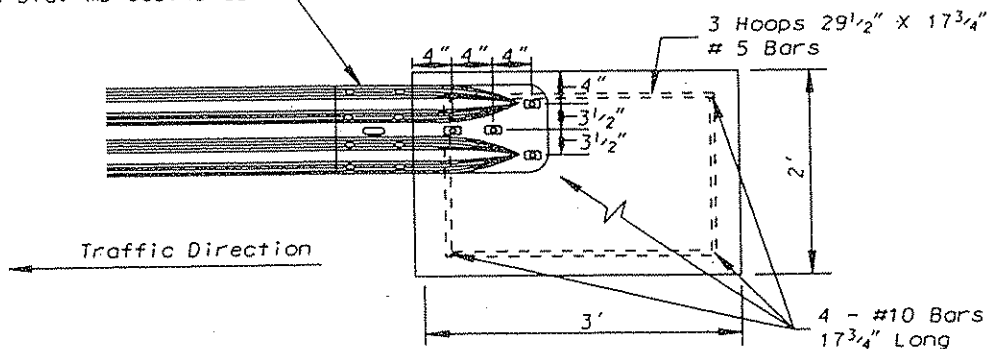
Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
TYPE A TRAFFIC BARRIER END TREATMENT
END ANCHORAGE TERMINAL

STANDARD NO. MD 605.01-02



TOP VIEW

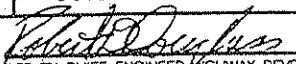

Terminal Connector Paid For Each
(See Std. MD 605.43-03)

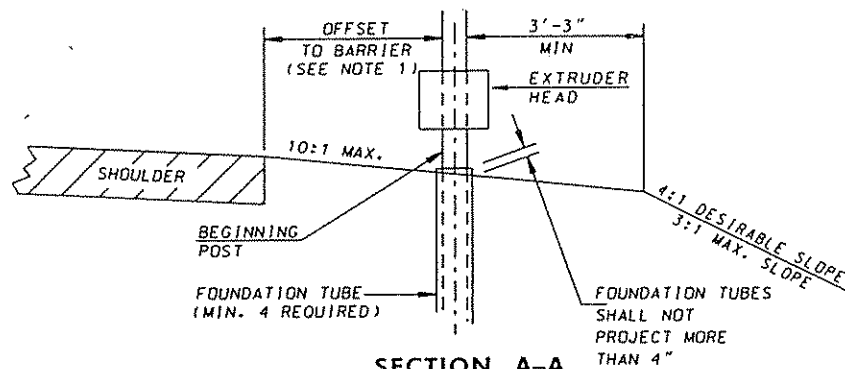
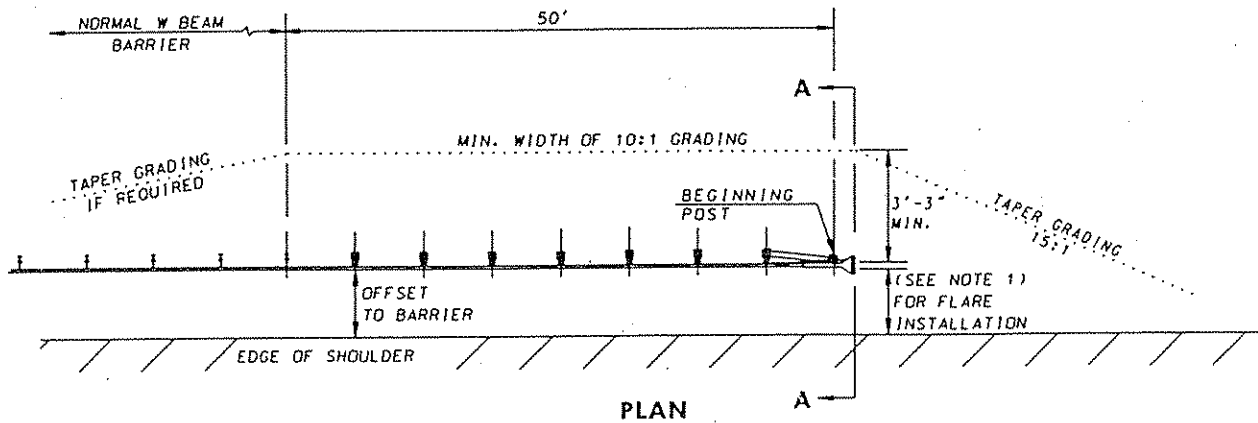
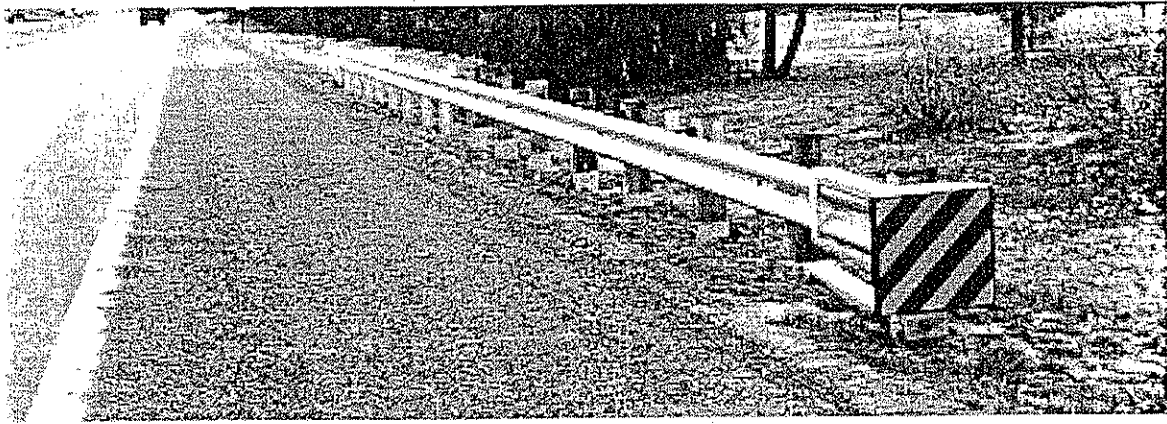


FRONT VIEW

NOTE


1. THE CONTRACTOR SHALL FURNISH AND INSTALL FOUR (4) 3/4" DIA X 10" LENGTH HEAVY DUTY GALV. THREADED ANCHOR RODS WITH HEX HEAD RECESSED NUTS AND RECTAGULAR PLATE WASHERS. ANCHOR RODS SHALL BE ANCHORED WITH EPOXY GROUT AS SPECIFIED IN SPEC. 902.
2. THIS OPTION REPLACES POSTS 1, 2 & 3 AS SHOWN IN OPTION 1
3. PRECAST ANCHORAGE SHALL BE CONSTRUCTED USING NO. 6 CONCRETE.

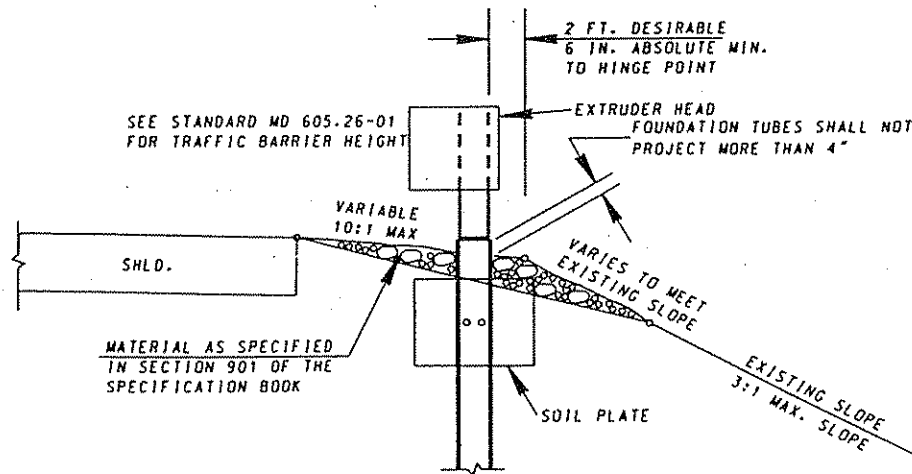
SPECIFICATION 614	CATEGORY CODE ITEMS 661500	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TYPE A TRAFFIC BARRIER END TREATMENT OPTION 2 - END ANCHORAGE TERMINAL	
APPROVED	 DEPUTY CHIEF ENGINEER, HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 11-10-99	APPROVAL 7-02-99	
	REVISED	REVISED	
	REVISED	REVISED	
STANDARD NO.		MD 605.01-03	



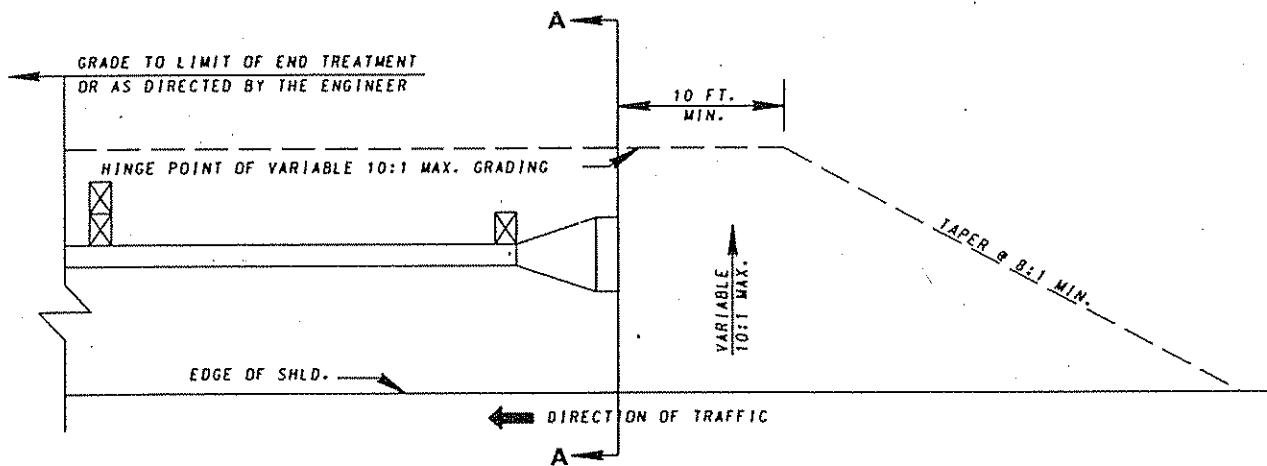
NOTE:

1. WHEN THE TRAFFIC BARRIER POST PLACEMENT IS 1' OR LESS FROM THE EDGE OF SHOULDER, THE EXTRUDER HEAD WILL ENCRDACH ON THE SHOULDER. TO ELIMINATE ENCRDACHMENT, FLARE END TREATMENT 50:1, BEGINNING 50' FROM END OF TYPE C END TREATMENT.
2. THE CONTRACTOR HAS THE OPTION ON THE FIRST 2 FOUNDATION TUBES TO USE:
 - A) 6' OR 6'6" LONG FOUNDATION TUBE WITHOUT SOIL PLATE
 - B) 4'6" OR 5' LONG FOUNDATION TUBE WITH SOIL PLATE
 ALL REMAINING FOUNDATION TUBES OTHER THAN THE FIRST 2 TUBES WILL CONTAIN SOIL PLATES. (MINIMUM TUBE LENGTH 4'6")

SPECIFICATION 614	CATEGORY CODE ITEMS 661510, 661512	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TYPE C TRAFFIC BARRIER END TREATMENT	
APPROVED	<i>Robert P. Douglas</i> DEPUTY CHIEF ENGINEER, HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 11-10-99	APPROVAL 7-2-99	
	REVISED	REVISED	
	REVISED	REVISED	
STANDARD NO.		MD 605.03	



SECTION A-A





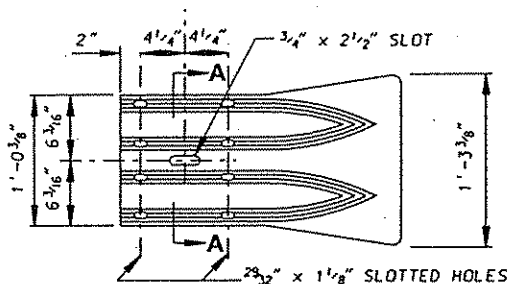
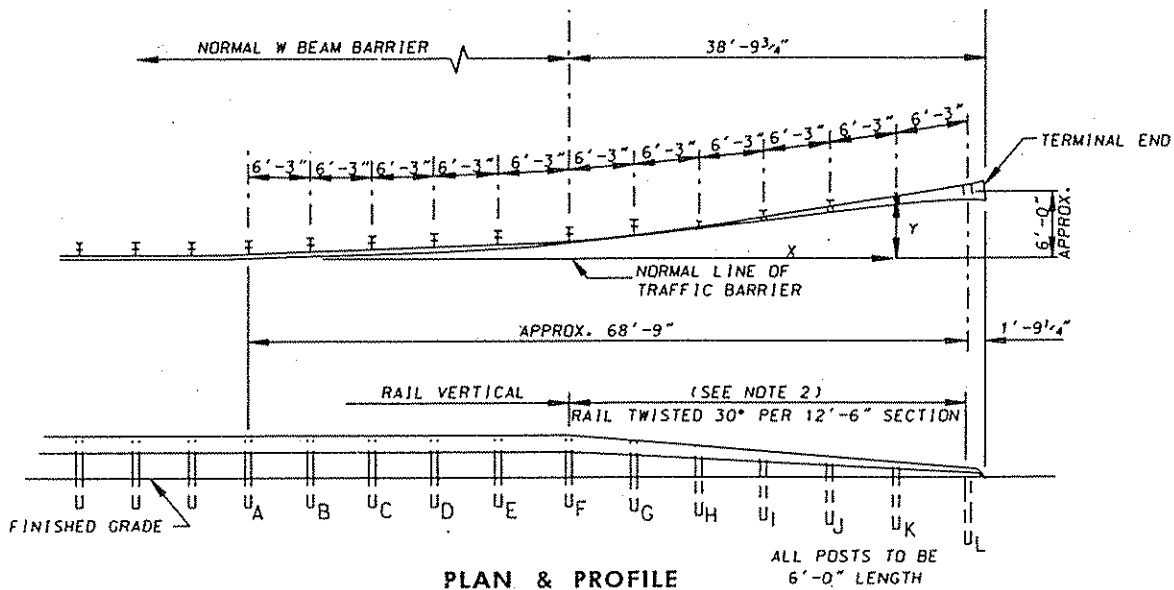
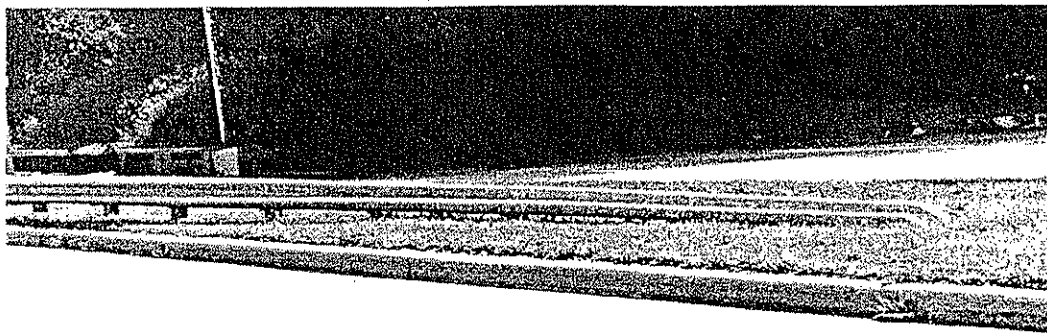
PLAN VIEW

NOTES:

1. SURFACE ADJUSTMENT SHALL BE STABILIZED WITHIN 48 HOURS.
2. ADDITIONAL SURFACE ADJUSTMENTS MAY BE REQUIRED, DEPENDING ON THE END TREATMENT USED.

* APPLICATION FOR REPLACEMENT ONLY ON REHABILITATION PROJECTS (3 R TYPE).
FOR USE WHERE R/W IS NOT AVAILABLE.

SPECIFICATION 614	CATEGORY CODE ITEMS 661510, 661512	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES GRADING ADJUSTMENT FOR 3 R TYPE WORK	
APPROVED	 DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 11-10-99	APPROVAL 7-2-99	
	REVISED	REVISED	
	REVISED	REVISED	
STANDARD NO.		MD 605.04	





TERMINAL END

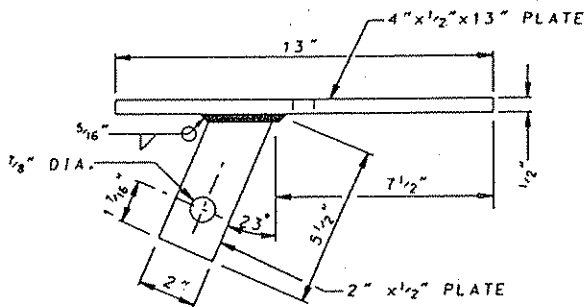
SECTION A-A

NOTES:

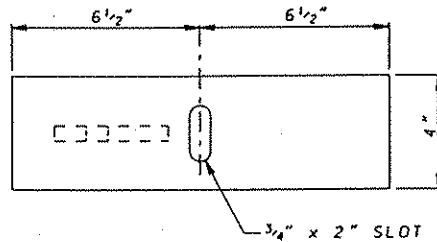
1. THE USE OF THIS END TREATMENT IS LIMITED TO POSTED SPEEDS OF 40 MPH OR LESS AND CLOSED SECTIONS.
2. USE TYPE G TRAFFIC BARRIER END TREATMENT ANCHORAGE BRACKET (SEE STD. MD 605.08-01) FROM POST G TO POST L.
3. X AND Y DISTANCES ARE SHOWN ON STD. MD 605.08-01.

* NOT TO BE USED ON NHS

SPECIFICATION 614	CATEGORY CODE ITEMS 661530	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TYPE G TRAFFIC BARRIER END TREATMENT	
APPROVED	 DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA	APPROVAL • FEDERAL	STANDARD NO. MD 605.08
	REVISIONS	HIGHWAY ADMINISTRATION	
	APPROVAL 3-15-78	APPROVAL 7-11-78	
	REVISED 2-27-81	REVISED 5-6-81	
	REVISED 11-28-83	REVISED 11-28-83	
	REVISED 11-10-99	REVISED 7-2-99	



ANCHORAGE BRACKET

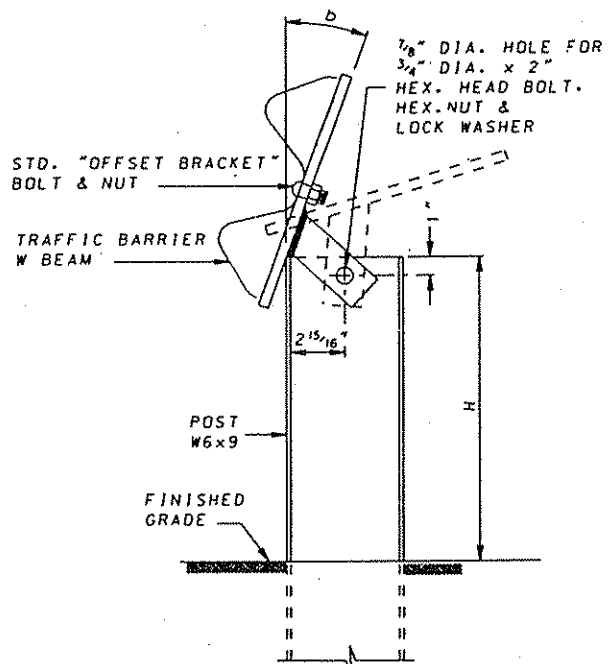


H = POST HEIGHT ABOVE FINISHED GRADE
 b = ANGLE FROM THE BACK OF THE ANCHORAGE BRACKET TO THE FACE OF THE TRAFFIC BARRIER POST
 X, Y = SEE MD 605.08
 POST ID = SEE MD 605.08

POST	H	b	X	Y
A	2'-3"	0°	0.00'	.77'
B	2'-3"	0°	6.25'	.81'
C	2'-3"	0°	12.50'	.94'
D	2'-3"	0°	18.75'	1.16'
E	2'-3"	0°	24.99'	1.46'
F	2'-3"	0°	31.23'	1.85'
G	1'-1 3/4"	15°	37.46'	1.61'
H	0'-10 1/4"	30°	43.68'	2.39'
I	0'-7"	45°	49.90'	3.03'
J	0'-4 1/4"	60°	56.11'	3.77'
K	0'-1 1/4"	75°	62.30'	4.58'
L	0'-0"	90°	68.49'	5.95'

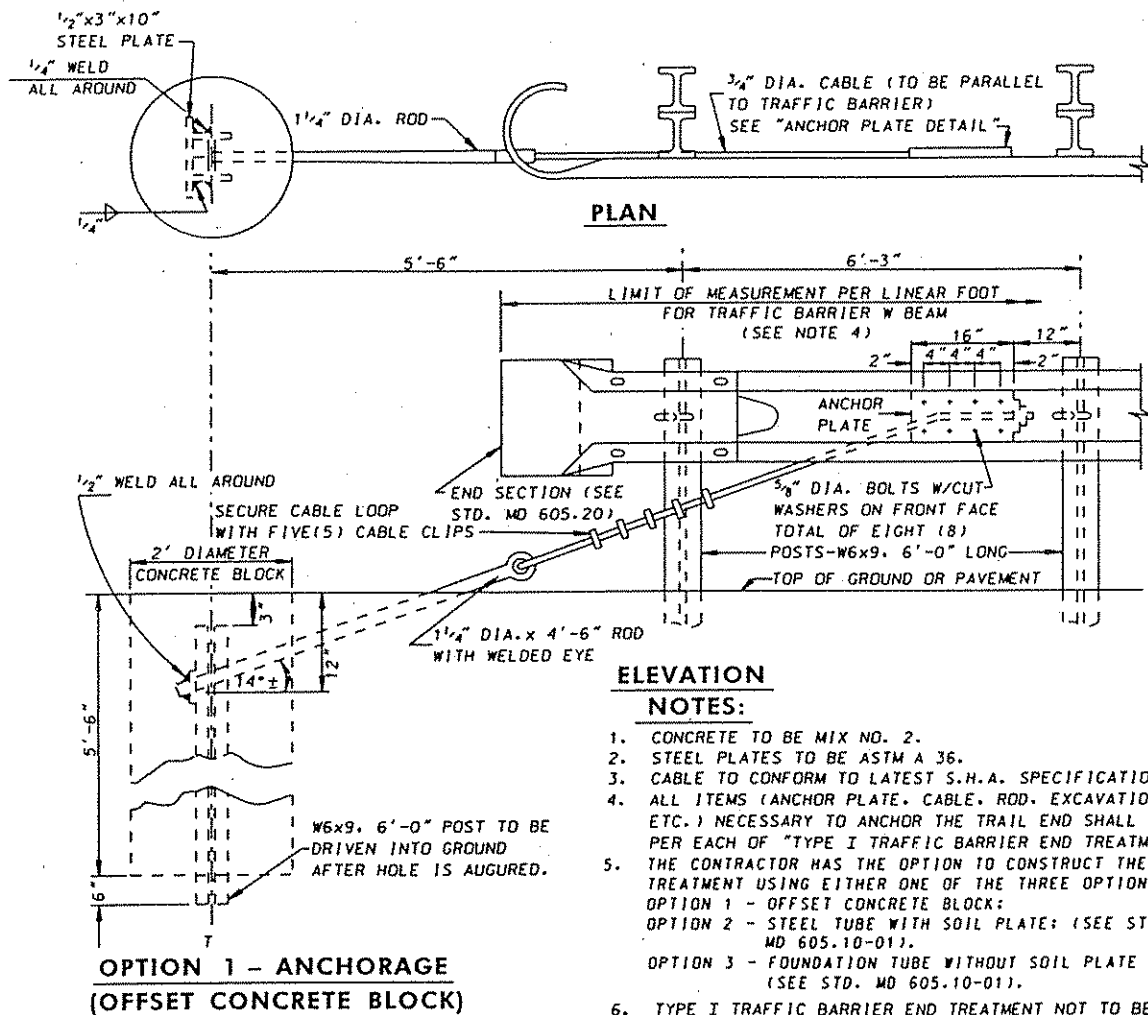
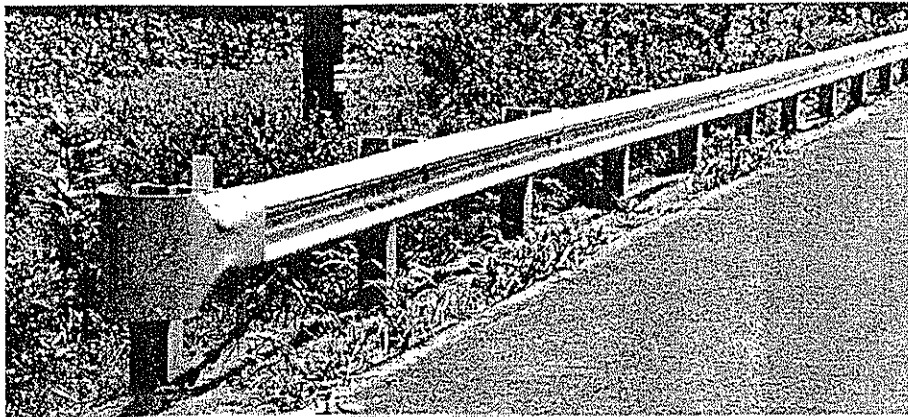
NOTE:

1. FOR METHOD OF ANCHORAGE AT POST L, SEE DETAILS ON STANDARD MD 605.08.
2. ALL STEEL SHALL BE M 183 HOT DIPPED GALVANIZED AFTER FABRICATION TO M 111.
3. USE OF ANCHORAGE BRACKET IN PLACE OF OFFSET BRACKET BEGINS AT POST G WITH AN ANGLE OF 15 DEGREES.



METHOD OF ANCHORAGE
 (POST G, H, I, J & K)

SPECIFICATION 614	CATEGORY CODE ITEMS 661530	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TYPE G TRAFFIC BARRIER END TREATMENT ANCHORAGE BRACKET
APPROVED	 DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 2-27-81	APPROVAL 5-6-81
	REVISED 11-28-83	REVISED 11-29-83
	REVISED 3-6-86	REVISED 4-16-87
	REVISED 11-10-99	REVISED 7-2-99
STANDARD NO. MD 605.08-01		

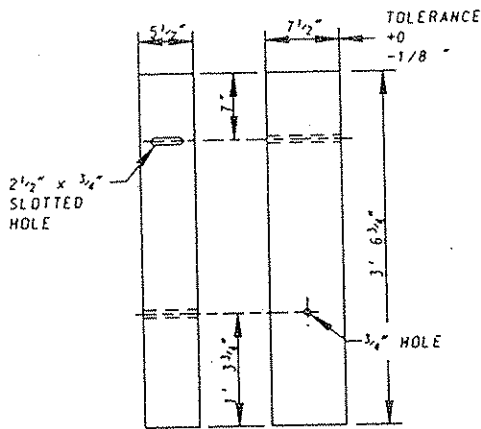


SPECIFICATION 614	CATEGORY CODE ITEMS 661540
APPROVED <i>Robert D. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
	APPROVAL • SHA REVISIONS
	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 1-26-70
	APPROVAL 11-5-70
	REVISD 2-27-81
	REVISD 2-24-82
	REVISD 3-6-86
	REVISD 4-16-87
	REVISD 11-10-99
	REVISD 7-2-99

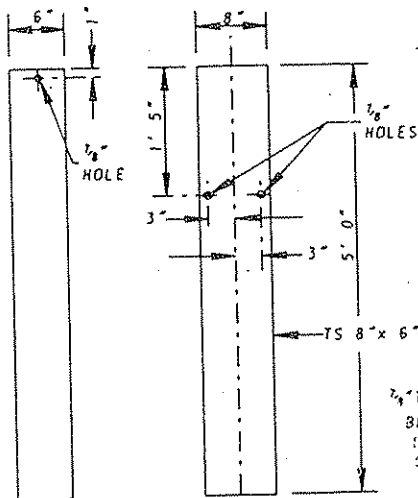
Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
 STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

TYPE I TRAFFIC BARRIER END TREATMENT
OPTION 1 ANCHORAGE

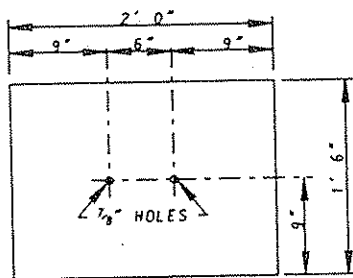
STANDARD NO. MD 605.10



SHORT WOODEN POST



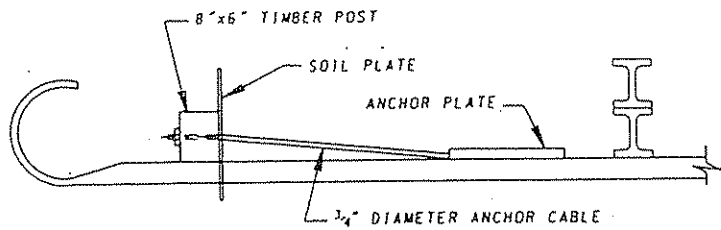
FRONT SIDE
STEEL FOUNDATION TUBE



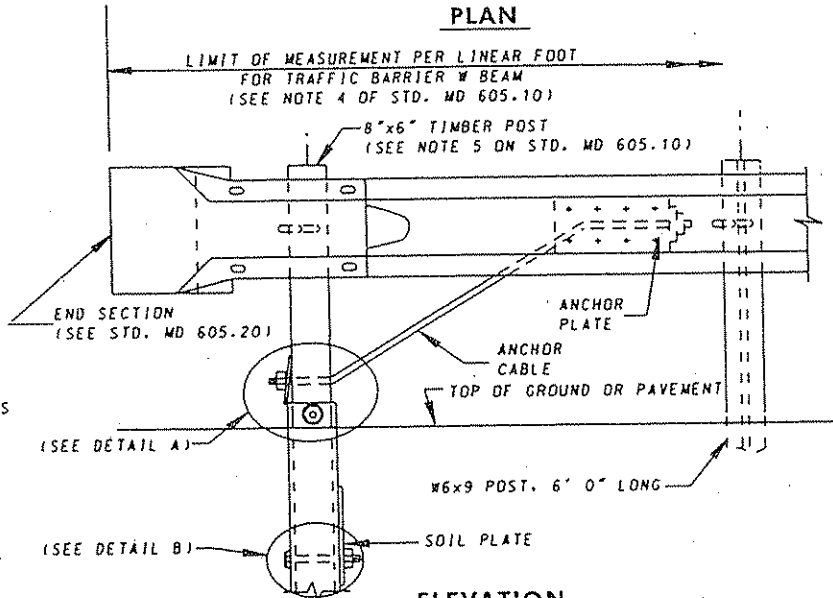
SOIL PLATE
(1/4" THICK)

NOTES:

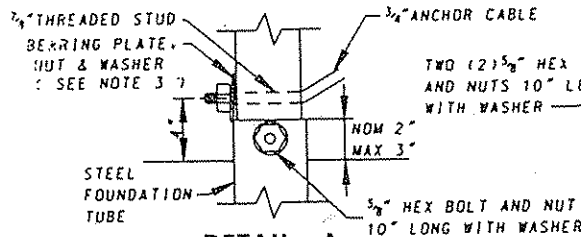
1. NOTES ON STD. MD 605.10 APPLY TO OPTION 2 & 3.
2. IF THE FOUNDATION TUBE AND SOIL PLATE (OPTION 2) ARE DRIVEN INTO THE SOIL, PROPER CARE SHOULD BE TAKEN TO ENSURE THAT THE SOIL PLATE FASTENERS ARE NOT BROKEN DURING THE DRIVING PROCESS.
3. SECURE BEARING PLATE WITH 16" DIA. GALVANIZED NAIL TO PREVENT ROTATION OF PLATE.



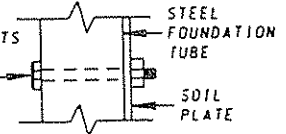
PLAN



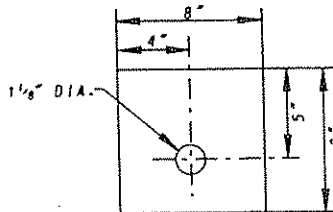
ELEVATION



DETAIL A



DETAIL B



BEARING PLATE
(5/8" THICK)

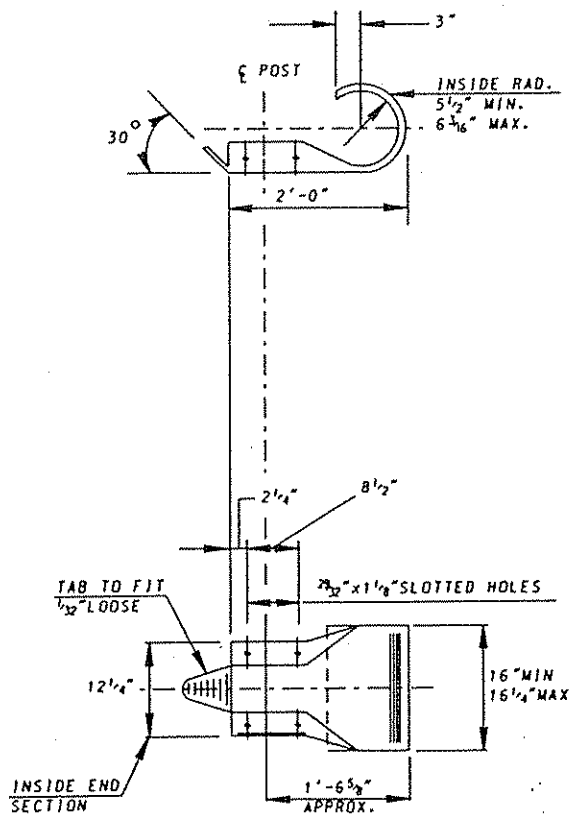
OPTION 2 (SHOWN ABOVE)
(FOUNDATION TUBE WITH SOIL PLATE)

OPTION 3 (NOT SHOWN)
(FOUNDATION TUBE WITHOUT SOIL PLATE)
(SAME AS OPTION 2 EXCEPT STEEL FOUNDATION TUBE IS 6 1/2' LONG)

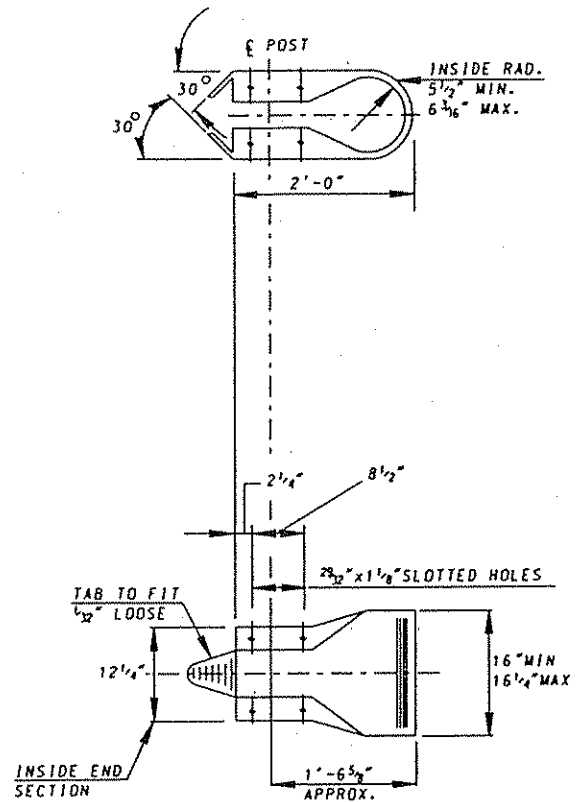
SPECIFICATION 614	CATEGORY CODE ITEMS 661540
APPROVED <i>Robert D. [Signature]</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
APPROVAL 11-10-99	APPROVAL 7-2-99
REVISED	REVISED
REVISED	REVISED
REVISED	REVISED

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
TYPE I TRAFFIC BARRIER END TREATMENT
OPTION 2 & 3 ANCHORAGE


STANDARD NO. MD 605.10-01



TRAFFIC BARRIER - END SECTION



**TRAFFIC BARRIER-END SECTION
(FOR BARRIER ON BOTH SIDES OF SAME POST)**

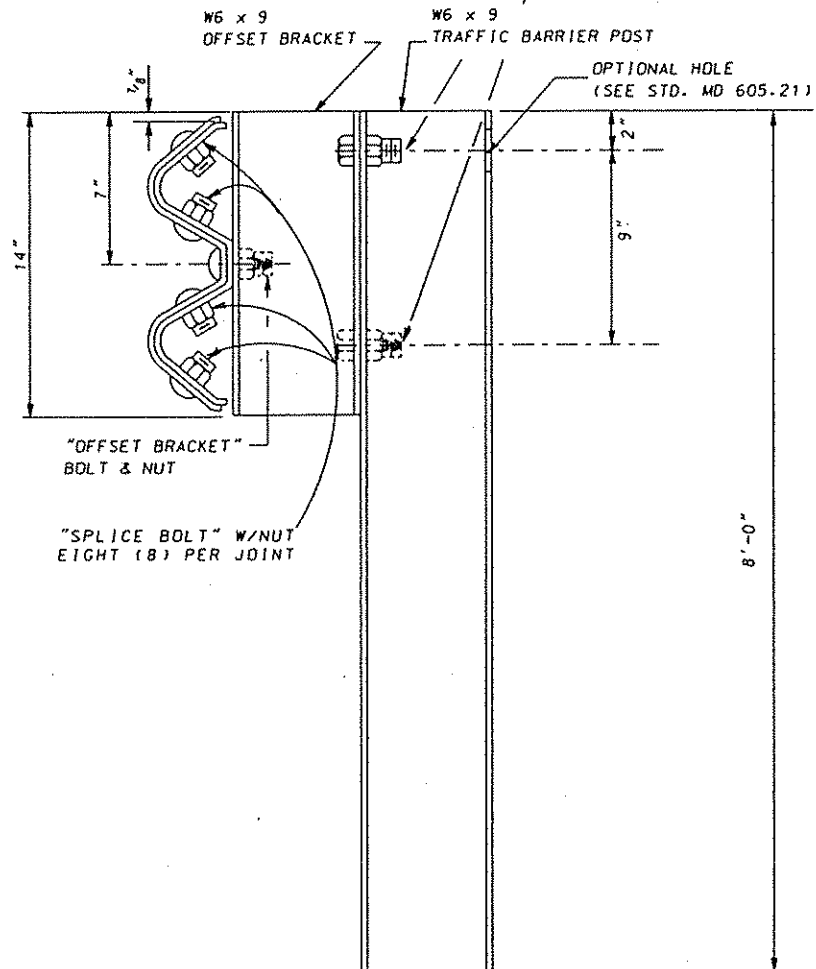
SPECIFICATION 614	CATEGORY CODE ITEMS 661540
APPROVED	<i>Robert D. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT
	APPROVAL • SHA REVISIONS
	APPROVAL 2-27-61
	REVISED 3-06-86
	REVISED 3-21-88
	REVISED 11-10-99
	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 2-24-82
	REVISED 4-16-87
	REVISED 3-21-88
	REVISED 7-2-99

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
 STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

**TRAFFIC BARRIER W BEAM
END SECTIONS**

STANDARD NO. MD 605.20


POST BOLTS - TWO (2) PER POST $1\frac{1}{8}$ " OFF ϕ OF POST
 $\frac{5}{8}$ " DIA. HEX HEAD BOLT $1\frac{1}{2}$ " LONG IN $\frac{13}{16}$ " DIA. HOLE
 TWO (2) STANDARD HEX NUTS

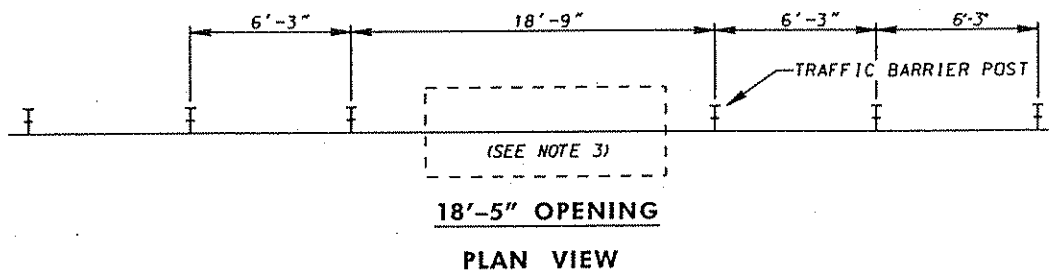
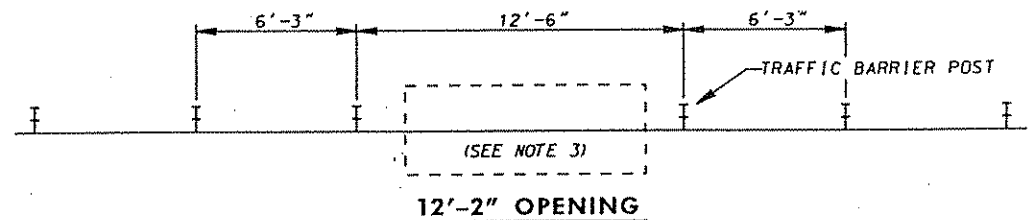
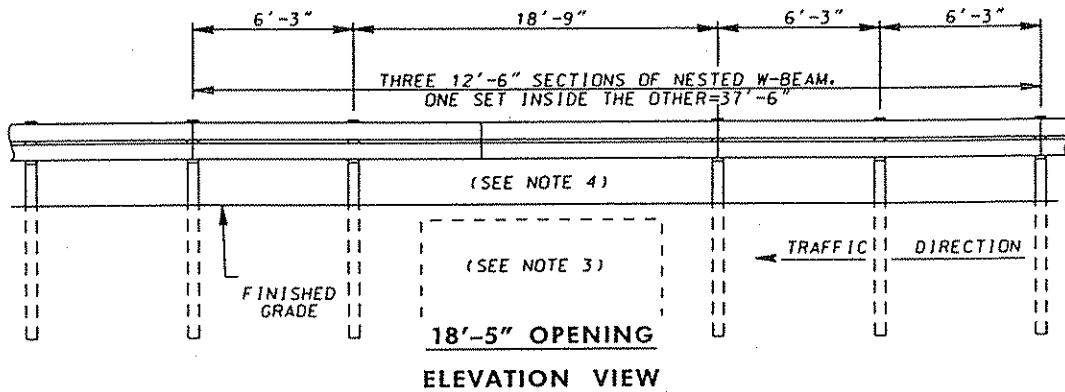
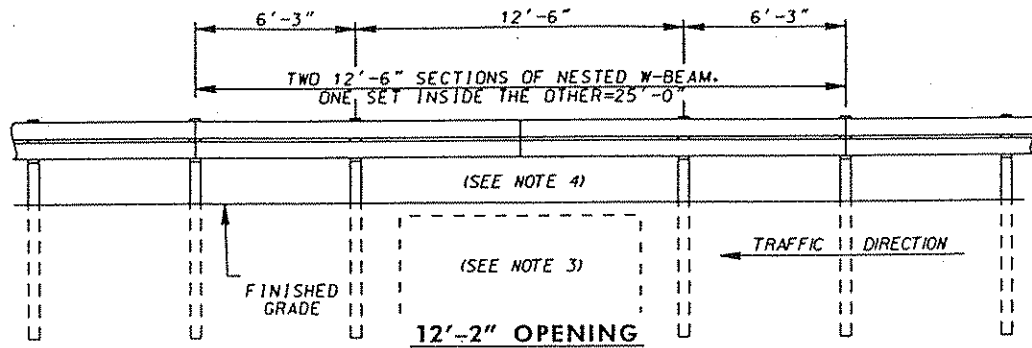


LONG POST DETAIL

NOTE:

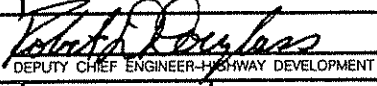
POSTS, OFFSET BRACKETS, RAILS, SPLICES, SPLICE BOLTS AND OTHER DETAILS AND DIMENSIONS ARE THE SAME AS FOR "W BEAM SINGLE FACE".

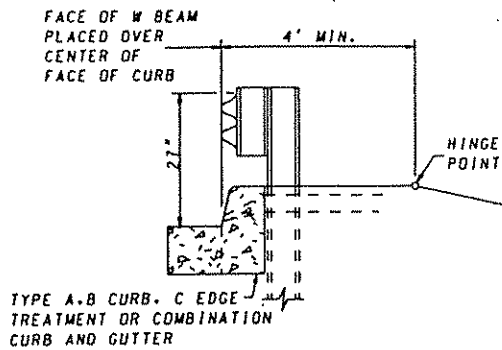
SPECIFICATION 612	CATEGORY CODE ITEMS 660182, 660483	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TRAFFIC BARRIER W BEAM WITH METAL OFFSET BRACKET LONG POST	
APPROVED	<i>Robert D. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 11-10-99	APPROVAL 7-2-99	
	REVISED	REVISED	
	REVISED	REVISED	
STANDARD NO. MD 605.25			



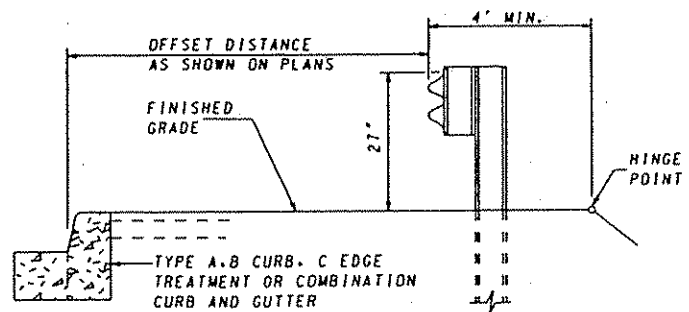
NOTES:

1. ALL POSTS AND OFFSET BRACKETS SHALL BE W6X9 AS SHOWN ON STANDARDS MD 605.20 AND MD 605.23.
2. THE TRAFFIC BARRIER W-BEAM SECTIONS SHALL BE LAPPED IN THE DIRECTION OF TRAFFIC.
3. MAY SPAN 5', 10' & 15' COG OR COS INLETS. LOW FILL BOX CULVERT OR OTHER OBJECT WHICH INTERFERES WITH NORMAL PLACEMENT OF POST
4. THE SPLICE ON BOTH RAILS MUST BE COINCIDENT.

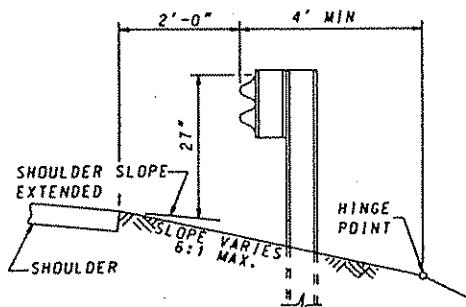
SPECIFICATION	CATEGORY CODE ITEMS 660182, 660483	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TRAFFIC BARRIER W BEAM POST PLACEMENT DETAILS FOR SPANNING 12'-2" TO 18'-5" OPENINGS STANDARD NO. MD 605.26	
APPROVED	 DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 11-10-99	APPROVAL 7-02-97	
	REVISED	REVISED 7-2-99	
	REVISED	REVISED	



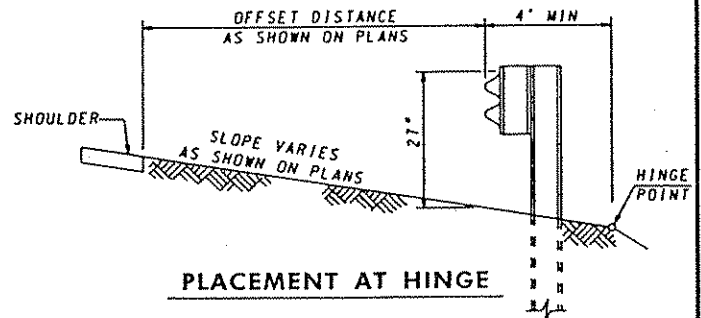
**PLACEMENT AT CURBS
(WITHOUT SIDEWALKS)**



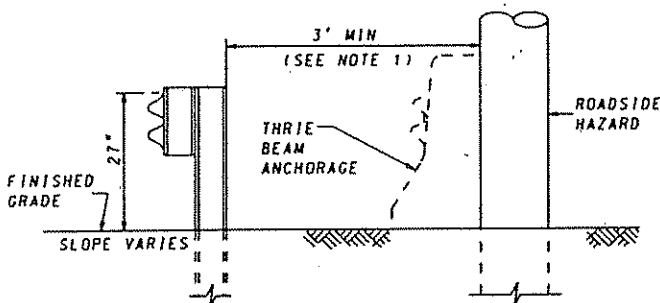
PLACEMENT BEHIND SIDEWALK AREA



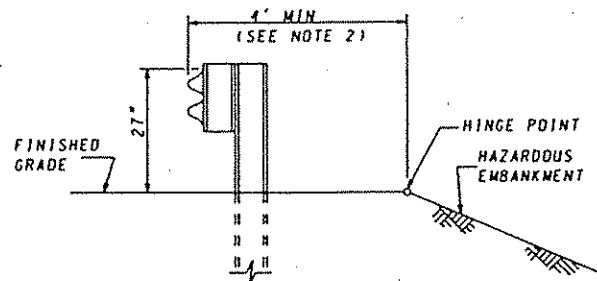
PLACEMENT AT EDGE OF SHOULDER



PLACEMENT AT HINGE



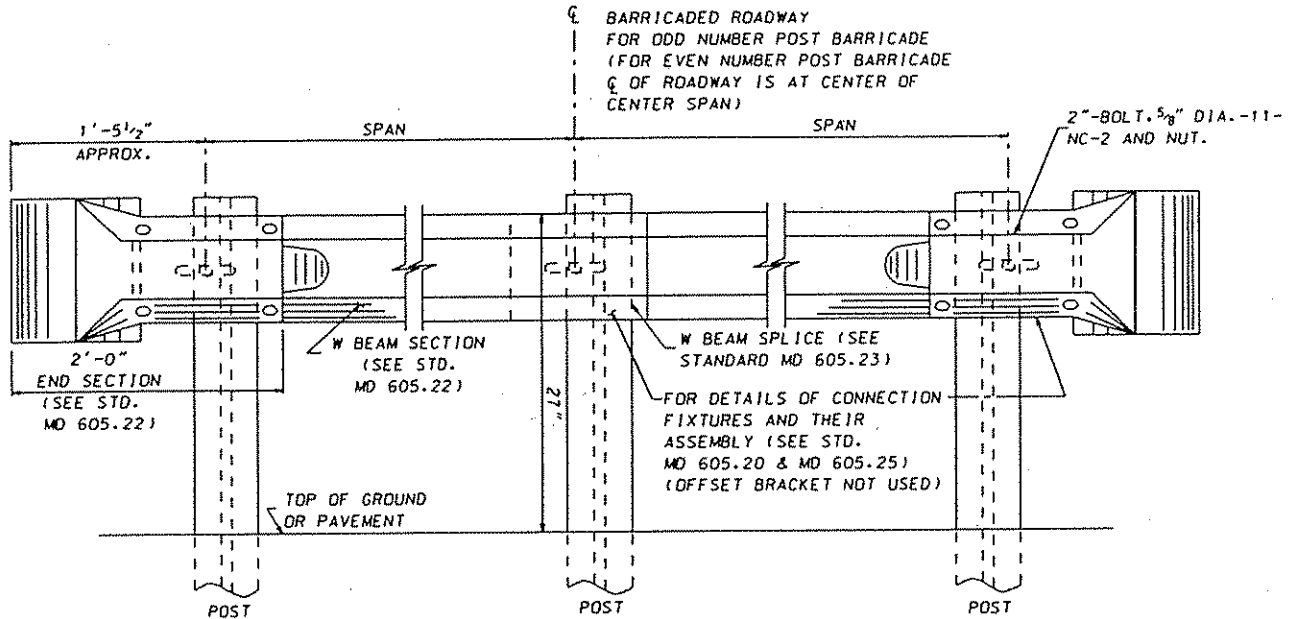
MINIMUM OFFSET TO HAZARD



MINIMUM OFFSET TO SLOPE

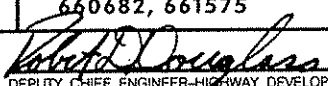

1. MINIMUM DIMENSIONS CAN BE REDUCED BY PLACING A CONCRETE BARRIER AT FACE OF HAZARD AND ANCHORING W BEAM TO END USING TRAFFIC BARRIER W BEAM ANCHORAGE WITH RUB RAIL TO SAFETY SHAPE (SEE STD. MD 605.43).
IN CASE OF TWO WAY TRAFFIC USE 3 - 1 1/2" POST SPACING FOR 25 FEET AT TRAILING END ALSO.
2. 8'-0" LONG POSTS ARE TO BE USED WHEN THE DISTANCE FROM THE FACE OF THE W-BEAM TO THE HINGE POINT IS EQUAL TO OR GREATER THAN 2' BUT LESS THAN 4'.

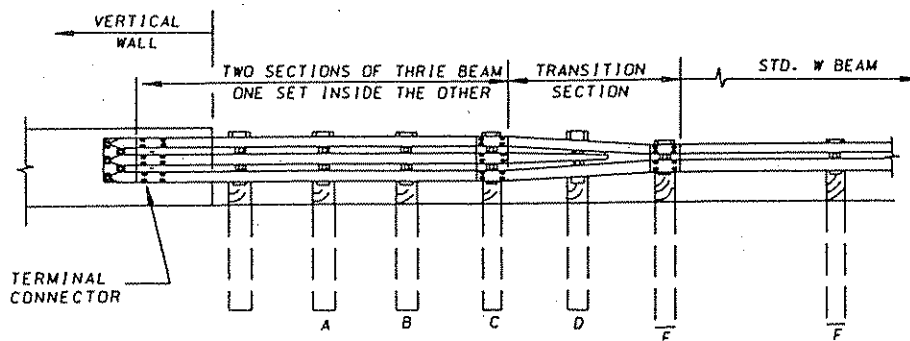
SPECIFICATION	CATEGORY CODE ITEMS 660182, 660483	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TRAFFIC BARRIER W BEAM PLACEMENT DETAILS	
APPROVED	<i>Robert D. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 6-04-84	APPROVAL 8-01-84	
	REVISED 3-06-86	REVISED 4-16-87	
	REVISED 11-10-99	REVISED 7-2-99	
STANDARD NO. MD 605.26-01			



MINIMUM NUMBER OF SPANS = 2
 MINIMUM NUMBER OF POSTS = 3
 MAXIMUM SPAN: 12'-6"
 LENGTH OF BARRICADE NOTED ON
 PLANS: CENTER TO CENTER OF END POSTS
 ALL SPANS TO BE EQUAL LENGTH.
 NO. OF POSTS TO BE NOTED ON PLANS.
 ALL POSTS W6x9, 6'-0" LONG
 (SEE STD. MD 605.10)

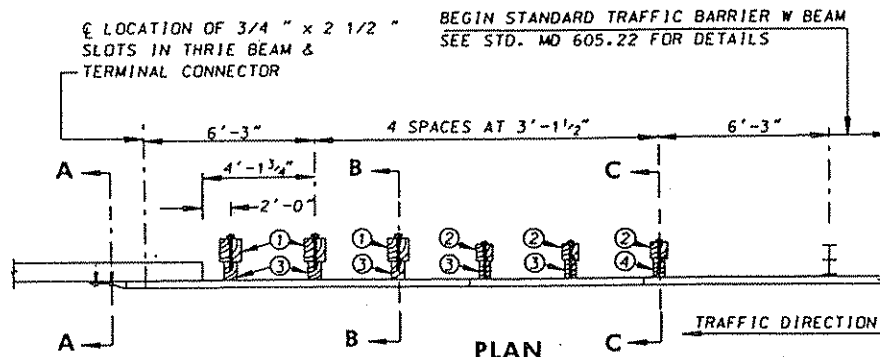
TRAFFIC BARRIER W BEAM BARRICADE SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER LINEAR FOOT. THE
 CONTRACT PRICE BID SHALL INCLUDE THE FURNISHING AND INSTALLATION OF ALL POSTS, W BEAM, POST AND
 SPLICE BOLTS WITH NUTS, END SECTIONS, GALVANIZING, THE COST OF ALL EXCAVATION, BACKFILLING AND TAMPING
 INCIDENTAL TO SETTING THE POSTS, OR THE COST OF DRIVING THE POSTS, THE COST OF THE REMOVAL OF EXISTING
 PAVEMENT WHERE NECESSARY, AS WELL AS THE COST OF ALL LABOR, APPROVED TOOLS AND EQUIPMENT INCI-
 DENTAL TO FURNISHING AND INSTALLING THE BARRICADE AT LOCATIONS NOTED ON THE PLANS OR WHERE DIRECTED
 BY THE ENGINEER. FOR MATERIAL, SEE LATEST S.H.A. SPECIFICATIONS FOR TRAFFIC BARRIER W BEAM.

SPECIFICATION 612	CATEGORY CODE ITEMS 660682, 661575	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TRAFFIC BARRIER W BEAM BARRICADE	
APPROVED	 DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 3-21-61	APPROVAL 7-7-70	
	REVISED 12-20-82	REVISED 2-8-83	
	REVISED 3-6-86	REVISED 4-16-87	
	REVISED 11-10-99	REVISED 7-2-99	
STANDARD NO.		MD 605.27	

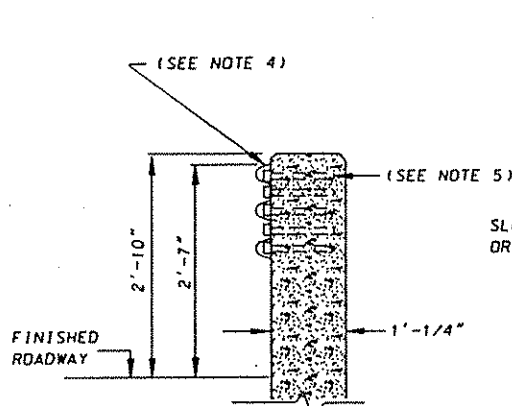


ELEVATION

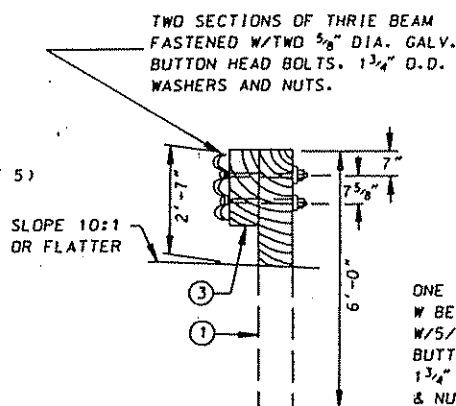
WOOD POST & BLOCK DIMENSIONS	
①	10" X 10" X 6'-0"
②	8" X 8" X 6'-0"
③	6" X 8" X 22 1/2"
④	6" X 8" X 14"



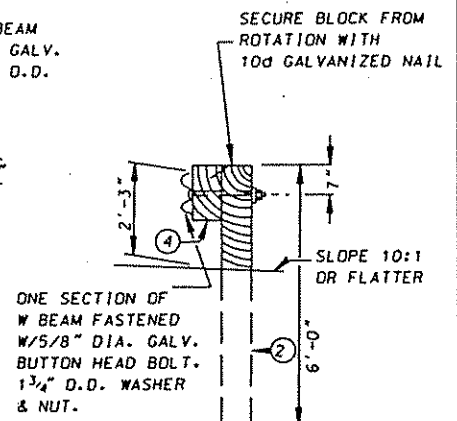
PLAN



SECTION A-A



SECTION B-B



SECTION C-C

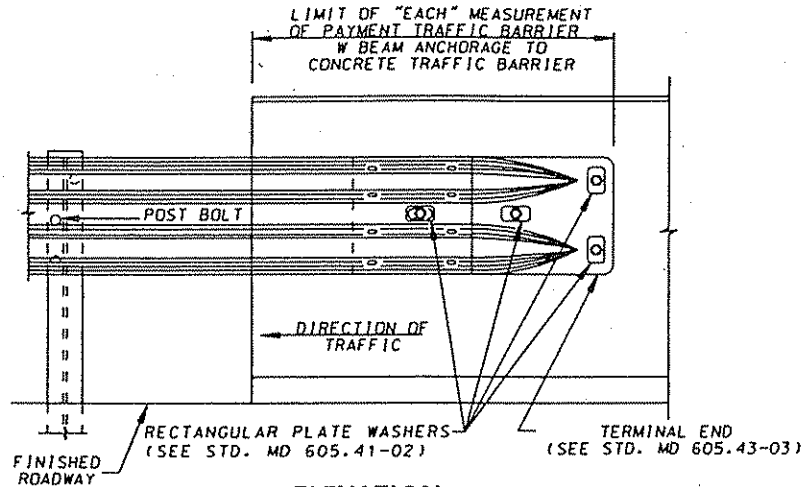
NOTES:

1. THRIE BEAM TERMINAL CONNECTOR, THRIE BEAM SECTIONS AND W BEAM SECTIONS SHALL BE LAPPED IN THE DIRECTION OF TRAFFIC.
2. THE WOOD POSTS AND BLOCKS SHALL HAVE A STRESS GRADE OF 1200 PSI OR MORE.
3. SEE STD'S. MD 605.29 & MD 605.41-02 FOR DETAILS OF THRIE BEAM, SPLICE, TERMINAL CONNECTOR, TRANSITION SECTION, AND RECTANGULAR PLATE WASHERS.
4. THE CONTRACTOR SHALL FURNISH AND INSTALL FIVE (5) 3/8" DIA. HEAVY DUTY GALV. THREADED ANCHOR RODS WITH HEX HEAD RECESSED NUTS AND RECTANGULAR PLATE WASHERS. ANCHOR RODS SHALL BE ANCHORED WITH EPDXY GROUT AS SPECIFIED IN SPEC. 902.
5. ALTERNATE ANCHORAGE METHOD "CAST IN CONCRETE" SHOWN ON STD. MD 605.44.

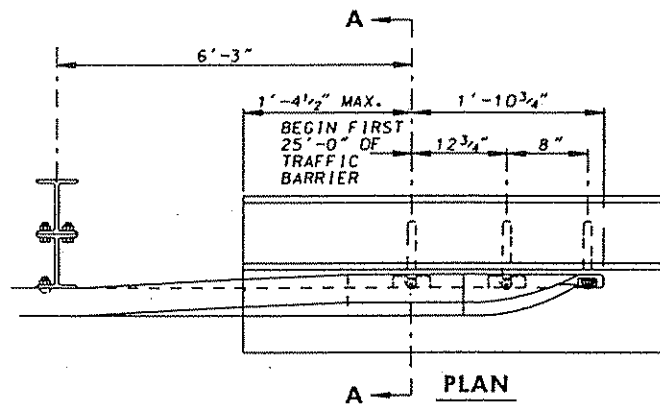
SPECIFICATION 612	CATEGORY CODE ITEMS 661574, 661577
APPROVED <i>Robert D. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
	APPROVAL • SHA REVISIONS
	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 4-27-89
	REVISD 4-18-90
	REVISD 6-26-92
	REVISD 11-10-99
	REVISD 7-2-99

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
 STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
TRAFFIC BARRIER THRIE BEAM
ANCHORAGE TO VERTICAL FACE
(WOOD POST)

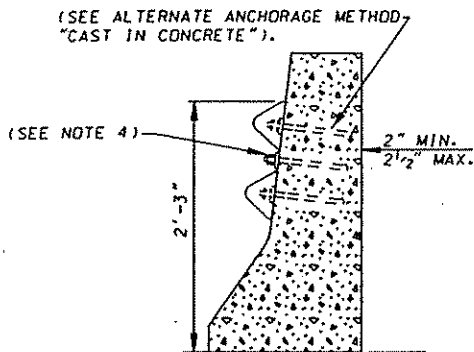
STANDARD NO. MD 605.41



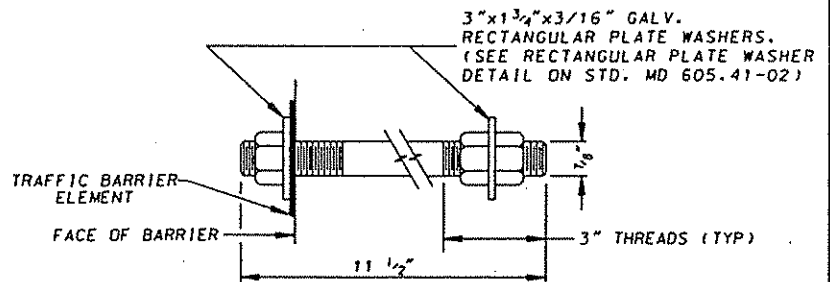
ELEVATION



PLAN



SECTION A-A




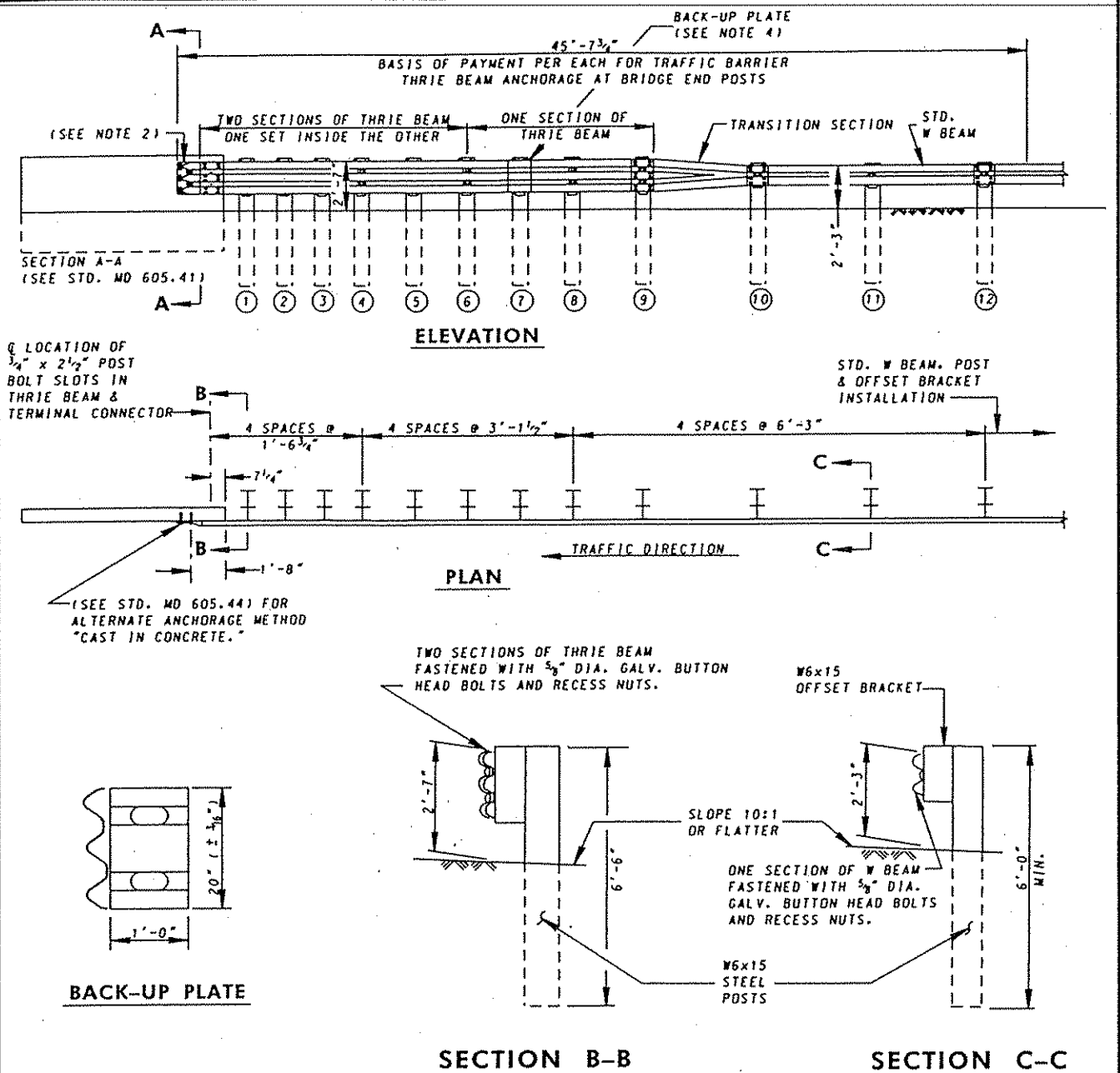
ALTERNATE ANCHORAGE STUD

(CAST IN CONCRETE METHOD)

NOTES:


1. THIS TYPE OF ANCHORAGE SHALL APPLY TO TRAIL ENDS ON A HIGHWAY WITH DIRECTIONAL ONE WAY TRAFFIC.
2. USE NORMAL POST SPACING. WHERE NECESSARY, AN ADDITIONAL OFFSET BRACKET MAY BE INSTALLED TO AVOID CONFLICT WITH DRAINAGE INLETS.
3. ADDITIONAL OFFSET BRACKETS SHALL NOT EXCEED A MAXIMUM OF TWO PER POST IN ALL CASES.
4. THE CONTRACTOR SHALL FURNISH AND INSTALL FOUR (4) 3/8" DIA. HEAVY DUTY GALV. THREADED ANCHOR RODS WITH HEX. HEAD RECESSED NUTS AND RECTANGULAR PLATE WASHERS. ANCHOR RODS SHALL BE ANCHORED WITH EPOXY GROUT AS SPECIFIED IN SPEC. 902.

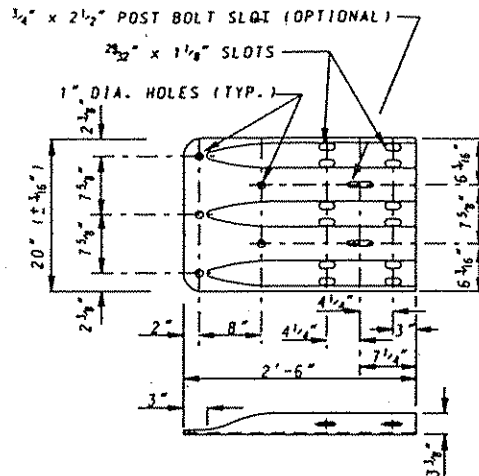
SPECIFICATION	CATEGORY CODE ITEMS 661582	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TRAFFIC BARRIER W BEAM ANCHORAGE TO TRAIL END OF SAFETY SHAPE STANDARD NO. MD 605.44	
APPROVED	<i>Robert Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA	APPROVAL • FEDERAL	
	REVISIONS	HIGHWAY ADMINISTRATION	
	APPROVAL 6-4-84	APPROVAL 4-26-83	
	REVISED 3-6-86	REVISED 8-1-84	
	REVISED 11-10-99	REVISED 4-16-87	
	REVISED	REVISED 7-2-99	



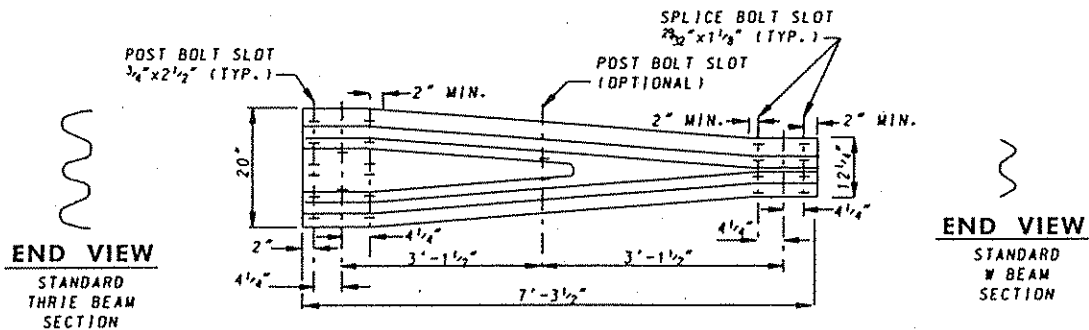
NOTES:

1. THE TRAFFIC BARRIER THRIE BEAM ANCHORAGE AT BRIDGE END POSTS SHALL BE PLACED ON SLOPES 10:1 OR FLATTER.
2. DETAILS OF THE THRIE BEAM, SPLICE, TERMINAL CONNECTOR, TRANSITION SECTION, SQUARE PLATE WASHERS, RECTANGULAR PLATE WASHERS ARE SHOWN ON STD. MD 605.41-02.
3. POSTS 1, 2, 3, 5 AND 7 ARE NOT BOLTED TO RAIL.
4. AT POST 7 BACK-UP PLATE BOLTED TO OFFSET BRACKET ONLY.
5. THE CONTRACTOR SHALL FURNISH AND INSTALL FIVE (5) 1 1/2" DIA. HEAVY DUTY GALV. THREADED ANCHOR RODS WITH HEX. HEAD RECESSED NUTS AND RECTANGULAR PLATE WASHERS. ANCHOR RODS SHALL BE ANCHORED WITH EPOXY GROUT AS SPECIFIED IN SPEC. 902.

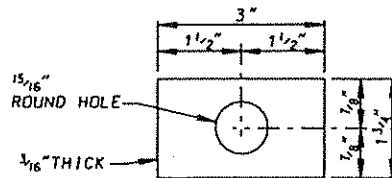
SPECIFICATION 612	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES SPECIAL TRAFFIC BARRIER THRIE BEAM ANCHORAGE AT VERTICAL FACE (STEEL POST) STANDARD NO. MD 605.41-01	
APPROVED	<i>Robert D. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS		APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 11-10-99		APPROVAL 7-2-99
	REVISED	REVISED	
	REVISED		
	REVISED		



THRIE BEAM TERMINAL CONNECTOR




W BEAM -THRIE BEAM TRANSITION SECTION

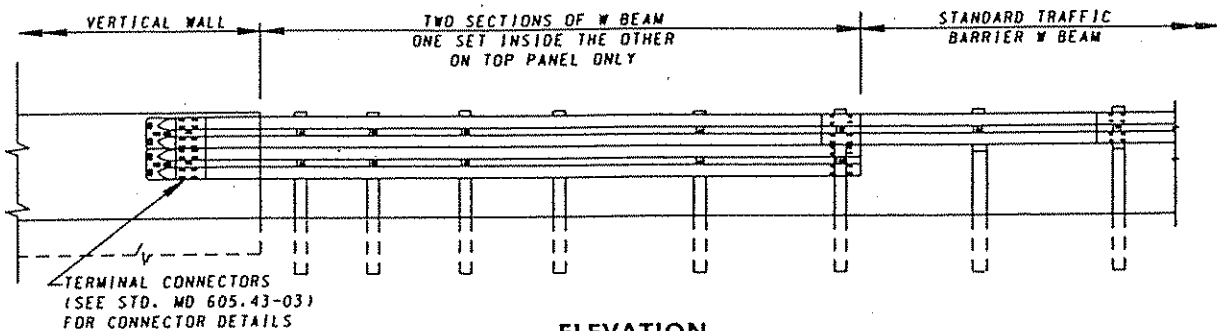


RECTANGULAR PLATE WASHER

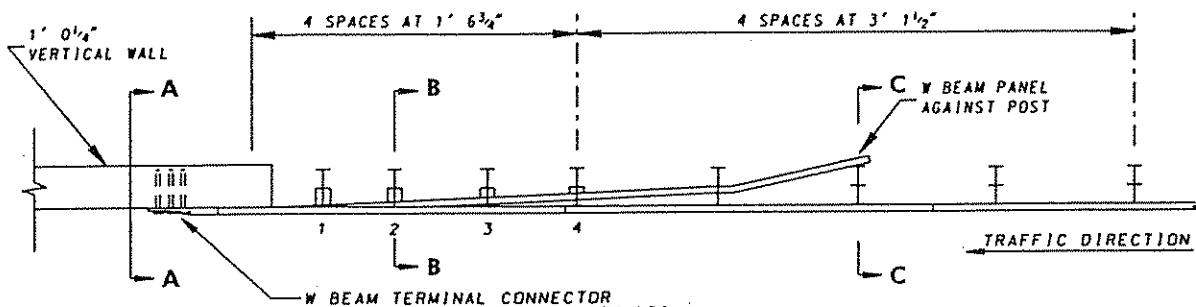
NOTE:

THE RECTANGULAR PLATE WASHER SHALL BE MADE OF STEEL MEETING THE REQUIREMENTS OF ASTM A 36 AND SHALL BE GALVANIZED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A 123. HOLE MAY BE PUNCHED OR DRILLED.

SPECIFICATION 612	CATEGORY CODE ITEMS 661574, 661580	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES TRAFFIC BARRIER THRIE BEAM ANCHORAGE TO VERTICAL FACE STANDARD NO. MD 605.41-02	
APPROVED	<i>Richard D. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	
	APPROVAL 4-27-89	APPROVAL 5-5-89	
	REVISED 9-19-89	REVISED 6-8-90	
	REVISED 4-18-90	REVISED 7-2-99	
	REVISED 11-10-99	REVISED	



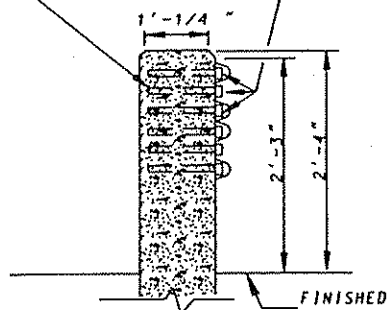
ELEVATION



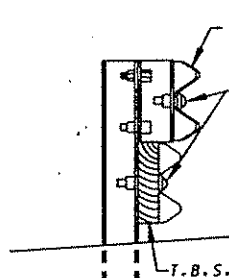
PLAN

(SEE STD. MD 605.44) FOR
ALTERNATE ANCHORAGE METHOD
"CAST IN CONCRETE"

THE CONTRACTOR SHALL FURNISH AND INSTALL FOUR (4) 3/8" DIA.
HEAVY DUTY GALV. THREADED ANCHOR RODS WITH HEX. HEAD
RECESSED NUTS AND RECTANGULAR PLATE WASHERS. ANCHOR RODS
SHALL BE ANCHORED WITH EPOXY GROUT AS SPECIFIED IN SPEC. 902.
(SEE STD. MD 605.41-02 FOR RECTANGULAR PLATE WASHER DETAIL)



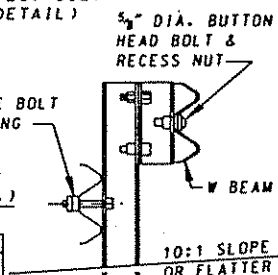
SECTION A-A



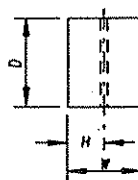
SECTION B-B

TIMBER BLOCKOUT SPACER (T.B.S.)
DIMENSIONS

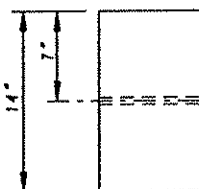
POST	D	W	H
1	2"	4"	3"-4"
2	3"	4"	3"-4"
3	4"	4"	3"-4"
4	5"	4"	3"-4"



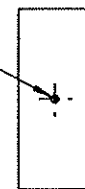
SECTION C-C



PLAN



SIDE



FRONT

TIMBER BLOCKOUT SPACER

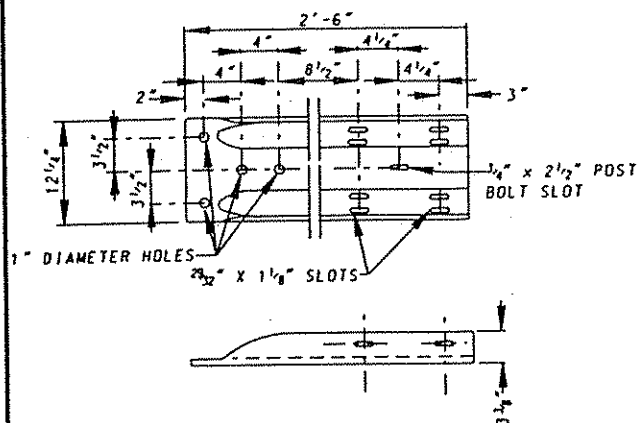
SPECIFICATION 612	CATEGORY CODE ITEMS 660182, 661579
APPROVED <i>Robert Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
APPROVAL 11-10-99	APPROVAL 7-2-99
REVISED	REVISED
REVISED	REVISED
REVISED	REVISED

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION

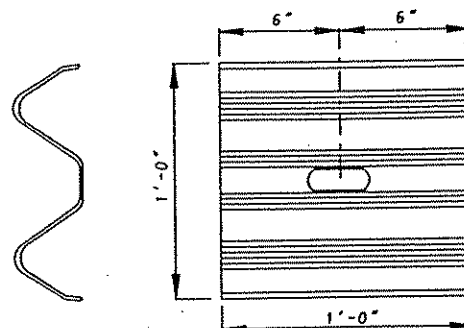
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

TRAFFIC BARRIER W BEAM
ANCHORAGE TO VERTICAL FACE

STANDARD NO. MD 605.42

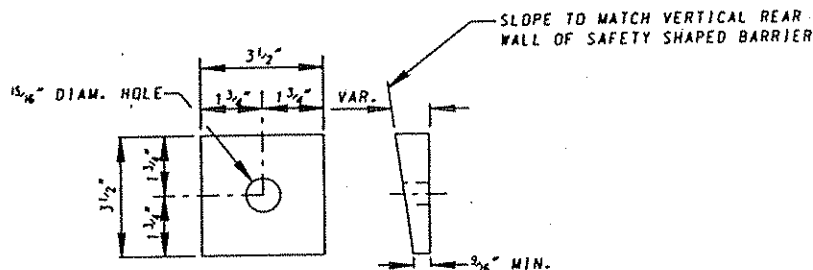


W BEAM TERMINAL CONNECTOR



W BEAM BACKUP PLATE

(USE AT POSTS 6, 7 & 8)



FOR USE WITH SLOPED FACE
OF SAFETY SHAPED BARRIER

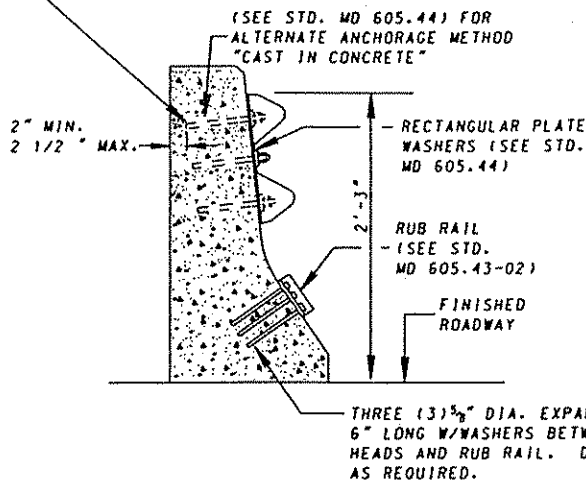
SQUARE PLATE WASHER

SPECIFICATION 612	CATEGORY CODE ITEMS 661581
APPROVED <i>Robert H. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
APPROVAL 2-9-90	APPROVAL 6-8-90
REVISED 6-24-92	REVISED 6-24-92
REVISED 11-10-99	REVISED 7-2-99
REVISED	REVISED

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
 STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
TRAFFIC BARRIER W BEAM
ANCHORAGE WITH RUB RAIL TO SAFETY SHAPE

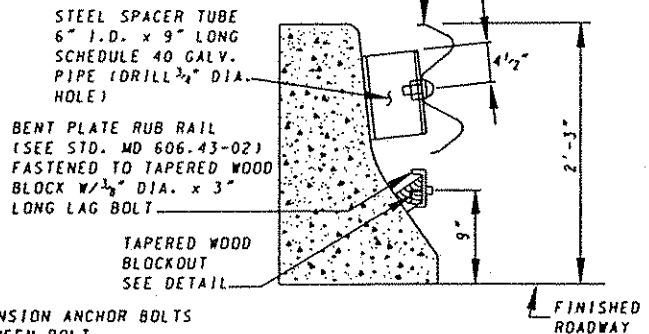
STANDARD NO. MD 605.43-03

THE CONTRACTOR SHALL FURNISH AND INSTALL FOUR (4) $\frac{1}{2}$ " DIA. HEAVY DUTY GALV. THREADED ANCHOR RODS WITH HEX. HEAD RECESSED NUTS AND RECTANGULAR PLATE WASHERS.

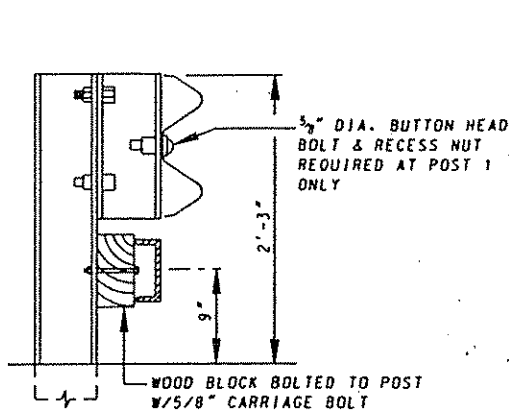


SECTION A-A

TWO SECTIONS OF 12' 6" W BEAM. ONE SET INSIDE THE OTHER. FASTENED TO SPACER TUBE W/ $\frac{5}{8}$ " DIA. BUTTON HEAD BOLT & RECESS NUT AND RECTANGULAR PLATE WASHER (DRILL $\frac{3}{4}$ " DIA. HOLE IN W BEAM)

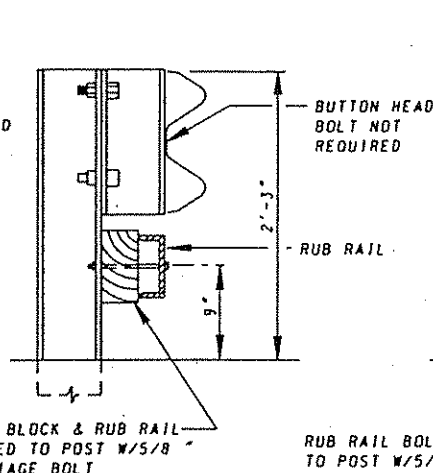


SECTION B-B

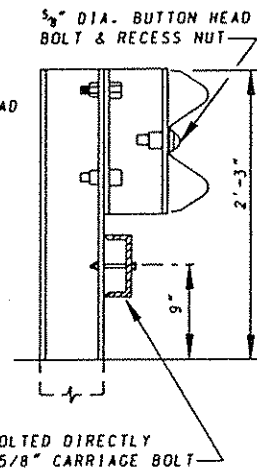


TYPICAL POSTS 1, 2 & 4

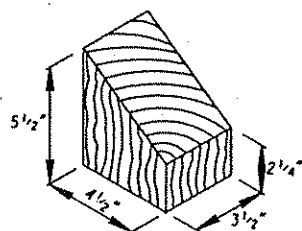
(BUTTON HEAD BOLT NOT REQUIRED AT POSTS 2 & 4)



POST 3

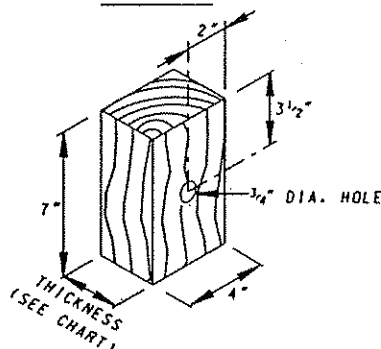


POST 5



TAPERED WOOD BLOCKOUT

(1 REQUIRED - SEE SECTION B-B)



WOOD BLOCKOUTS

(4 REQUIRED)

7" x 4" WOOD BLOCKOUTS	
POST	BLOCKOUT THICKNESS
1	4 1/4"
2	3 1/4"
3	2"
4	1"

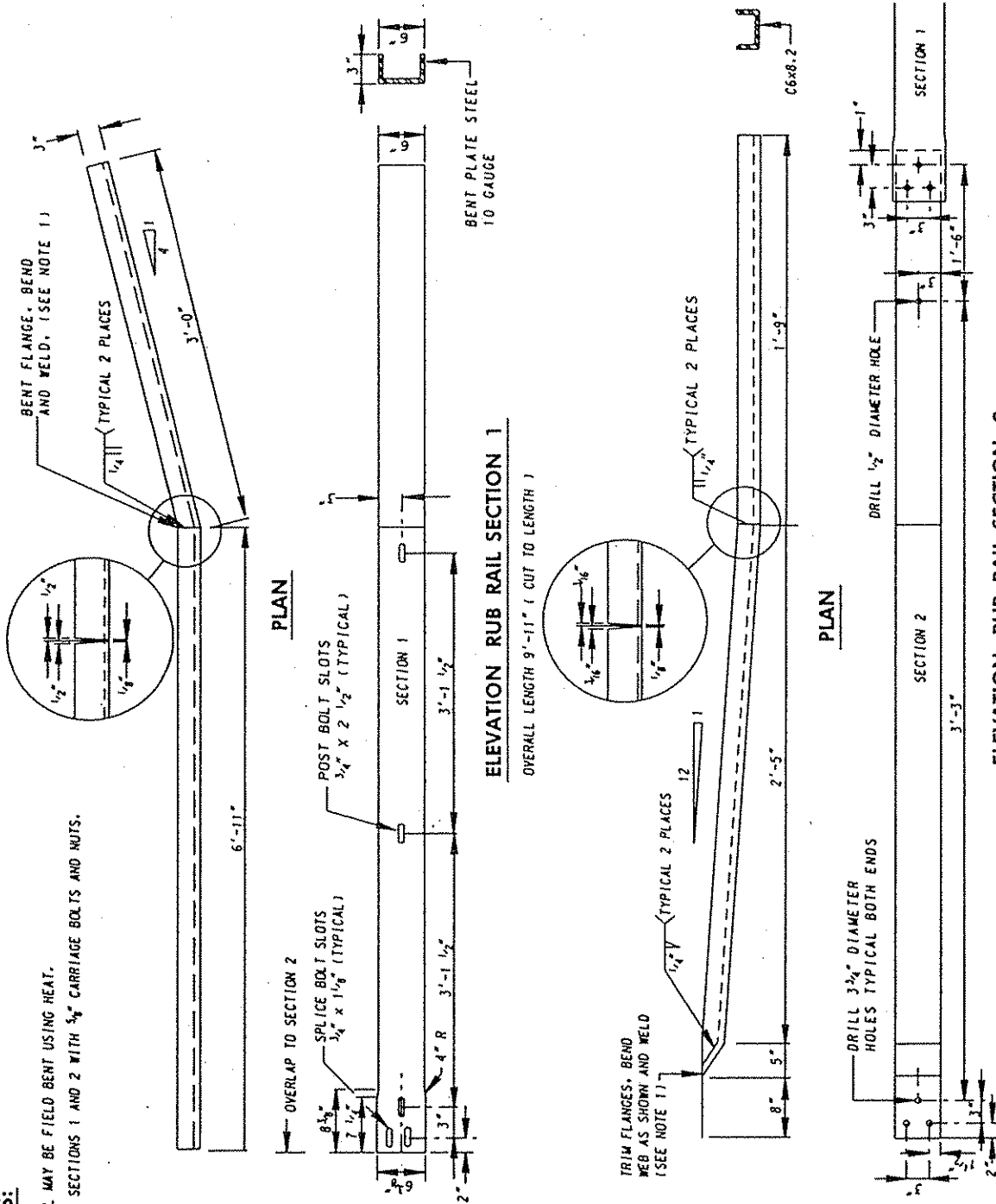
SPECIFICATION 612	CATEGORY CODE ITEMS 661581
APPROVED <i>Robert D. Hughes</i> DEPUTY CHIEF ENGINEER, HIGHWAY DEVELOPMENT	
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
APPROVAL 2-9-90	APPROVAL 6-8-90
REVISED 6-24-92	REVISED 6-24-92
REVISED 11-10-99	REVISED 7-2-99
REVISED	REVISED

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
 STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
TRAFFIC BARRIER W BEAM
ANCHORAGE WITH RUB RAIL TO SAFETY SHAPE

STANDARD NO. MD 605.43-01

NOTES:

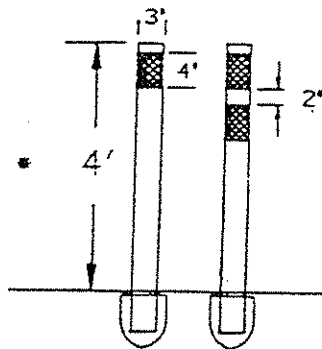
1. CHANNEL MAY BE FIELD BENT USING HEAT.
2. SPLICE SECTIONS 1 AND 2 WITH $\frac{3}{8}$ " CARRIAGE BOLTS AND NUTS.



SPECIFICATION 612	CATEGORY CODE ITEMS 661581	
APPROVED	<i>Robert J. Douglas</i> DEPUTY CHIEF ENGINEER-HIGHWAY DEVELOPMENT	
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 2-9-90	APPROVAL 6-8-90
	REVISED 6-24-92	REVISED 6-24-92
	REVISED 11-10-99	REVISED 7-2-99
	REVISED	REVISED

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
 STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES
TRAFFIC BARRIER W BEAM
ANCHORAGE WITH RUB RAIL TO SAFETY SHAPE
STANDARD NO. MD 605.43-02

PLASTIC POSTS



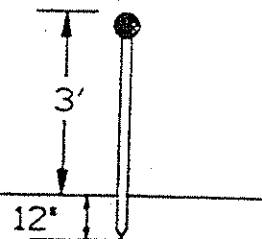
- See SHA list for approved models and needed parts

• Top of reflecting head is 4 Ft. above near roadway edge.

WOOD SNOW GUIDE STAKE

4" diameter reflector

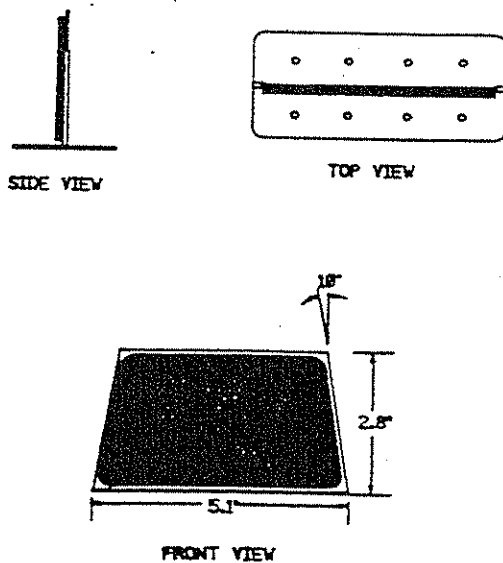
2"X2" WOOD POST



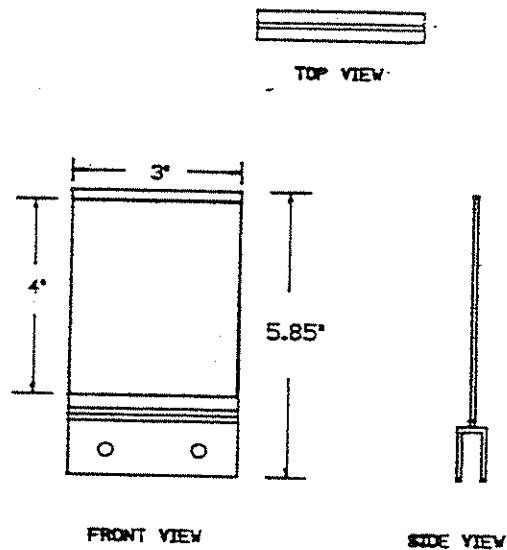
- Wood snow stake
- Highway yellow

Barrier Wall and W-Beam Barrier Markers

BARRIER WALL MARKER (TYPICAL)



W-BEAM MARKER (TYPICAL)



NOTES:

1. Barrier Markers shall be Yellow in color when placed on left Median-Side Barrier, White when placed on right Shoulder-side Barrier.
2. See SHA list for approved models and needed parts.
3. Refer to Stds. 665.03 thru 665.06 for placement, spacing and mounting height.

SPECIFICATION	CATEGORY CODE ITEMS		
NO. 01 02	620073	670200	670210

APPROVED

[Signature] 7/1/84
DIRECTOR - OFFICE OF TRAFFIC & SAFETY

Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

BARRIER MARKERS

STANDARD NO. MD - 665.02

902.10.03 Portland Cement Concrete Mixtures.

TABLE 902 A

TABLE 902 A

PORTLAND CEMENT CONCRETE MIXTURES									
MIX NO.	28 DAY SPECIFIED COMPRESSIVE STRENGTH	STANDARD DEVIATION	CRITICAL VALUE	MIN CEMENT FACTOR	COARSE AGGREGATE SIZE	MAX WATER/CEMENT RATIO	SLUMP RANGE	TOTAL AIR CONTENT	CONCRETE TEMPERATURE
	psi	psi	psi	lb/yd ³	M 43	by wt	in.	%	F
8	4000	600	4180	750	7	0.42	1 - 3	5-8	65 ± 15

451 DELETE: NOTE 1, 2 & 3 in its entirety.

INSERT: The following.

NOTE 1: When concrete is exposed to water exceeding 15 000 ppm sodium chloride content, Type II cement shall be used. In lieu of a Type II cement, a Type I cement may be used in combined form with an amount of up to 50 percent replacement with ground iron blast furnace slag, or an amount of up to 25 percent replacement with Class F fly ash. The Contractor shall submit to the Engineer the proposed mix proportions and satisfactory test results in conformance with C 1012 showing a sulfate resistance expansion not exceeding 0.10 percent at 180 days.

NOTE 2: The temperature of Mix No. 6 when used for other than superstructure work as defined in TC-1.02 shall be 70 ± 20 F (21 ± 11 C).

NOTE 3: When synthetic fibers are used, the slump shall not exceed 5 in. (125 mm).

NOTE 4: Nonchloride Type C admixtures may be used when approved by the Engineer.

NOTE 5: If a high range water reducing admixture Type F or Type G is used, the slump requirement shall be 4 to 8 in.

NOTE 6: Type A or D admixture shall be added to bridge, box culvert, and retaining wall concrete.

**CATEGORY 400
STRUCTURES**

**SECTION 414 — PORTLAND CEMENT
CONCRETE STRUCTURES**

414.02.02 Accessories in Deck Slabs.

- 193 **CHANGE:** The fifth line in the first paragraph "No inserts will be permitted in the" to read "No inserts or holes will be permitted in the"

414.02.03 Precast Reinforced Concrete Box Sections.

DELETE: The second paragraph Certification in its entirety.

INSERT: The following.

Certification. Refer to 305.03.06.

414.03 CONSTRUCTION.

ADD: The following after the existing paragraph.

The removal of portions of the existing parapets or end posts shall be in conformance with 402.03.

414.03.02 Forms.

(b) Working Drawing Approval.

- 195 **ADD:** The following to the end of the paragraph.

The provisions of 408.03.28 also apply when working drawings are submitted for falsework and centering.

414.03.04 Concreting.

(c) Superstructure Placement.

(2) Superstructure Placement Restrictions.

- 203 **ADD:** The following subparagraph after the first subparagraph:

Unless otherwise specified in the Contract Documents, concrete for deck slabs shall be pumped whenever the volume of concrete in the pour exceeds 50 yd³.

(3) Rate of Concreting for Bridge Deck Slabs.

204 **ADD**: The following after the first subparagraph.

The Contractor shall submit for the Engineer's approval written evidence of an adequate source of concrete, and placing and finishing equipment capable of conforming to the minimum rate of placement of 35 yd³/hr per crew while providing the intended quality finish. This evidence shall be submitted at least one week prior to the proposed placement of the bridge deck slab.

(e) Forming Concrete Parapets and Median Barriers on Bridges.

206 **ADD**: To the end of the first paragraph.

The slip form method is prohibited on bridges maintaining traffic, and on parapets when bridge railings or fences are specified.

414.03.07 Finishing Concrete Surfaces.**(b) Special Surface.**

215 **DELETE**: The last sentence "The exterior faces...type of finish." in its entirety.

INSERT: The following.

The exterior faces of cast-in-place superstructures and end posts for bridges over highways and all interior faces of cast-in-place parapets, bridge median barriers, and end posts shall receive this type of finish. This finish shall not be applied to members that have been constructed by the slip form method.

(d) Bridge Deck Slabs.

216 **CHANGE**: The first sentence in the first paragraph "it shall be screeded with a power operated finishing machine" to read "it shall be transversely screeded with a power operated cylinder or roller finishing machine"

(1) Grooved Slabs.

217 **DELETE**: The second paragraph "The grooves shall...washed, clean condition." in its entirety.

INSERT: The following.

The grooves shall be cut using a mechanical saw device which leaves grooves 1/8 in. wide, $3/16 \pm 1/16$ in. deep, and variably spaced from 5/8 to 7/8 in. apart. The grooves shall extend across the slab to within 1 ft of the gutter lines. The transverse grooving shall not cut across armored joints or any joint in which an existing joint seal may be

damaged, but shall stay clear by 2 ± 1 in. on each side. On joints skewed 70 degrees or less, one pass shall be made parallel to the armored joint unless otherwise directed by the Engineer. The residue resulting from grooving operations shall be removed from all surfaces in a manner acceptable to the Engineer. All surfaces shall be left in a washed, clean condition.

(f) Culvert Slabs.

ADD: The following in the first paragraph before the first sentence.

The tops of culvert slabs when they are the roadway riding surface shall be finished in conformance with (d).

414.04 MEASUREMENT AND PAYMENT.

414.04.02

225 **ADD:** The following to the end of the paragraph.

The cost for epoxy coated reinforcement steel shall be excluded from the Contract lump sum price for Superstructure Concrete for Bridge.

414.04.03

226 **ADD:** The following at the end of the paragraph.

Footings for retaining walls will not be measured but the cost will be incidental to the pertinent Retaining Wall item.

414.04.05 Parapet and end post modifications on bridges, wing walls, reinforced concrete box culverts and retaining walls, or concrete median barriers on bridges and top slabs of reinforced concrete box culverts will be paid for at the Contract lump sum price for the pertinent Parapet Modification item. The payment will also include saw cutting, removal of portions of the existing parapet or end post, drilling, and grouting.