

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



REQUEST FOR BID NO. B-1223

TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT

Due Date: 4/30/18, Time: 2:30 PM

Pre-Bid Conference: 4/16/18, Time: 10:00 AM

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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 (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- ☐ 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?
- ☐ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
- ☐ Have you included and verified the complete electronic version (CD) of your bid?

**BALTIMORE COUNTY, MARYLAND
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BALTIMORE COUNTY, MARYLAND

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/carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. 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. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 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.

5.2 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.

5.3 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.

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

5.5 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.

5.6 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.

5.7 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.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. 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 subcontractor. In accordance with the **Executive Order 2017-003 dated July 27, 2017**, "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

9. Authority

9.1 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.

9.2 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.

9.3 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.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, 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 County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html>

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor

must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**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 name] _____ (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 \$200,000.00, 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 was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

- ☐ Corporation
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor
- ☐ Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

☐ Yes ☐ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? ☐ Yes ☐ No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? ☐ Yes ☐ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -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 -paid all withholding taxes due the State of Maryland prior to final settlement?

☐ Yes ☐ No

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, status as a veteran, 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 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, status as a veteran 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. (**You must check one of these**)
- [] 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 July 27, 2017 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 MBE/WBE business anticipates meeting up to 50% of the stated participation goal with its own workforce

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements, of which it anticipates ____% will be MBEs and ____% will be WBEs.

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.	<div style="border: 1px solid black; padding: 5px;"> Social Security Number <div style="border-bottom: 1px solid black; width: 100%; display: flex; justify-content: space-between;"> -- </div> </div> <p align="center">OR</p> <div style="border: 1px solid black; padding: 5px;"> Employer Identification Number <div style="border-bottom: 1px solid black; width: 100%; display: flex; justify-content: space-between;"> -- </div> </div>

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:

- 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
- 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
- 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** 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.

PERFORMANCE BOND

Bond No. _____

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, 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.

PROSPECTIVE BIDDERS

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

1. If you will be able to meet the goal for each assigned task, complete and sign FORM A with the initial bid submission, FORM B and FORM C must be submitted with the proposed submission for the assigned task.

NOTE: *All Forms must be completed and signed. However, FORM C-1 **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.

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 July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The June 4, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

Bidder/offeror Responsibility: The bidder/offeror shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/offerors shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/offerors 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):
<https://pro.prismcompliance.com/Contractor/plugins/pages/ContractorFilteredSearch.aspx>
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/OFFEROR'S ACTIONS

Seeking Commitments: The bidder/offeror 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/offeror 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 bidder/offerors shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offeror'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/offeror.
3. For DPW contracts, if the bidder/offeror intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B**) showing the extent of MBE/WBE participation. If a bidder/offeror 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/offeror by the proposed subcontractors and signed by all parties.
 4. If the bidder/offeror's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder/offeror 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/offeror 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/offeror, 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/offeror, 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/offeror 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/offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/offeror 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/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror'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/offeror 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/offeror's failure to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder/offeror 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/offeror's failure to provide a responsive MBE/WBE Plan in the bidder/offeror'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/offeror being the apparent low bidder/offeror. For DPW contracts, if the County awarded the contract to the apparent low bidder/offeror who provided a responsive MBE/WBE Plan, but, if after said award and before execution of Contract Documents, the apparent low bidder/offeror 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/offeror'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/offeror 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/offeror 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.

****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:

- The goals, if applicable, of:
 - _____ % 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 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 will achieve the contract requirements.
- or**
- 2 ☐ After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime 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 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 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 has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

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:

- 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.

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

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's Name	Prime's Address, Telephone Number and Email
Project Name, Description and Advertisement Number	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: Name/Date: _____ Title: _____ Email: _____	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name _____ Title _____ 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, Description and Advertisement Number: _____

Name of Prime: _____

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 will enter into a contract for the work/service indicated above upon the Prime'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: _____ Date: _____

**BALTIMORE COUNTY, MARYLAND
MBE/WBE –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'S 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

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

Date

BID REPLY LABEL

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

REQUEST FOR BID	
<hr/>	
NO. B-1223 4/30/18, 2:30 PM TRAFFIC SIGNAL CONTRUCTION, TERM CONTRACT	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1223
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT**

GENERAL CONDITIONS

1. **PRICES.** Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.
2. **MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS**
 - 2.1 Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past eighteen (18) months.
 - 2.2 With regard to this contract, the Chief, Bureau of Traffic Engineering (CBTE), 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 CBTE, or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
 - 2.3 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact CBTE, or his designated representative, at least seven (7) days prior to beginning work at (410) 887-3554.
 - 2.4 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County. **The Contractor shall be pre-qualified by the Baltimore County Department Public Works, Division of Construction Contract Administration, at least ten (10) days before the bid opening, in Category A-4 (Traffic Signalization). Applications may be obtained by contacting the Baltimore County Division of Construction Contract Administration at 410-887-4248, or picked up at 111 West Chesapeake Avenue, Room 300 B, Towson, Maryland 21204, or downloaded from the Baltimore County website at www.baltimorecountymd.gov/agencies/publicworks/contracts/pw_contracts_prequal.html.**
 - 2.5 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.
3. **GUARANTEES.** All materials furnished and installed under this contract shall be guaranteed for a period of one (1) year against any and all defects in material, workmanship, and installation from the date of acceptance of the system by Baltimore County.
4. **INQUIRIES.** Any inquiries relative to this bid should be directed to Kathy Madary, the Buyer, at (410) 887-3888.
5. **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.

6. INVOICING, PROGRESS PAYMENTS, AND RETAINAGE

- 6.1 Invoices must be legibly prepared showing the full description and price of work performed. Authorization to pay invoices will be given by the using agency prior to payment of invoices. Invoices must be submitted in duplicate to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204.
- 6.2 Cash Discounts - Cash discount periods will be computed either 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.
- 6.3 The Contractor may submit for progress payments for work satisfactorily performed and/or goods, materials, and equipment delivered to the work site. The using agency shall authorize acceptance of any request for a progress payment prior to actual payment of the corresponding invoice. Retainage up to 10% of the value of the progress payment maybe withheld at the sole discretion of Baltimore County and paid with the succeeding progress payment or upon completion of all work associated with the job.

7. TEMPORARY SUSPENSION OF WORK. During the progress of any job, the Contractor may suspend work via written permission of the CBTE, or his designated representative, wholly or in part, for weather or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede traveling public unnecessarily, nor become damaged in any way, and the Contractor shall take every precaution to prevent damage or deterioration of the work performed, and erect temporary structures where necessary. When conditions permit resumption of work, the Contractor shall notify the CBTE, or his designated representative, twelve (12) hours in advance and shall proceed with the work only when and if authority is granted by the CBTE, or his designated representative. Any work performed without approval by the CBTE, or his designated representative, will be at the Contractor's risk, and the Contractor shall be held liable for removal of any such work.

8. APPLICABLE GENERAL CONDITIONS AND SPECIFICATIONS. All work performed under this contract shall be done under strict compliance with the General Conditions and Specifications, and with the "Baltimore County Standard Specifications for Specifications for Construction and Materials" 2007, and subsequent addenda thereto, so far as the same may be applicable, a copy of the same being on file in the Office of the County Executive and the Office of the Director of Public Works for Baltimore County. The General Conditions and Specifications sections are in addition to the County's standard specifications for construction. In the event of conflict between the two, the General Conditions and Specifications sections and Standard Terms and Conditions for Invitations to Bid will take precedence.

9. INSURANCE AND COMPLAINTS

- 9.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.

- 9.2 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 9.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.
- 9.4 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her materials and supplies. The Contractor must be prepared to furnish engineering services when requested.

10. **BONDS.**

- 10.1 The successful bidder will be required to give both a performance and payment bond each (100) percent of contract. The successful bidder shall have fifteen calendar days to comply with this requirement. Noncompliance may result in the contract being awarded to the next lowest responsive and responsible bidder. The cost of the bonds shall be included in the bid price. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying CTBE for explanation of procedures.
- 10.2 In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC).

The **Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa)**, an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions.

For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone 410-333-2470. Or visit their website at www.mmgroup.com for information, applications and a checklist of required documents and reports that must accompany the application.

11. **BID DEPOSIT REQUIREMENTS**

- 11.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.
- 11.2 When specified, 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 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.
- 11.3 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.

- 11.4 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.

12. MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS: The resulting minority and women business participation requirement for this contract is **20%**.

- 12.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.
- 12.2 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. 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.
- 12.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work.. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.
- 12.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime 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 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 the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

13. "SAMPLE" FORM CONTRACT

- 13.1 A sample of the County's form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror's bid response.

- 13.2 If the Offeror 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.
- 13.3 All Offeror's 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.

14. ELECTRONIC VERSION SUBMITTAL

- 14.1 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.

15. UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.

- 15.1 The Contractor may use Baltimore County's Department of Economic and Workforce Development as a "First Source" for training and recruitment of employees. To utilize "First Source" the [Contractor/vendor] may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the [Contractor/vendor] for consideration. The [Contractor/vendor] may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: <http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1223
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT**

SPECIFICATIONS

1. SCOPE OF WORK - GENERAL

- 1.1 In general, the scope of this contract shall be to furnish and install traffic control signals and devices as per the attached specifications.
- 1.2 The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

2. LOCATION OF WORK AND EXISTING CONDITIONS. The work sites are located within Baltimore County, Maryland.

3. PRE-BID MEETING

- 3.1 **A non-mandatory pre-bid meeting will be held on Monday, April 16, 2018, 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 **Bidders are requested to contact the Buyer, Kathy Madary, at 410-887-3888 to register for the pre-bid meeting. If no bidders register, the pre-bid meeting may be cancelled without further notice to the bidders.**
- 3.3 **Any significant changes to the solicitation as a result of the discussions at the pre-bid meeting will be posted on the web site at: www.baltimorecountymd.gov/purchasing.**

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 area as specified by the County.
- 4.2 All work can be accomplished during the weekdays Monday thru Friday excluding County holidays:

New Years Day	Columbus Day
Martin Luther King, Jr. Birthday	General Election 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 user agency at (410) 887-3554.
- 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 CBTE 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. MATERIAL SUBSTITUTES AND CHANGES TO THE CONTRACT

5.1 In some sections, this specification might mention specific manufacturer's materials and/or products (where situations require). However, this specification allows for approved equals for our use. Approved equals must meet or exceed the same physical and chemical properties of the named material. Approval(s) must be in writing prior to beginning work.

5.2 The Contractor will notify the CBTE or his 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 purchase order will be issued by the Purchasing Agent 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 Agent.

6. **DEMOLITION AND DEBRIS REMOVAL.** The Contractor shall be responsible to remove all their debris from the site and clean affected 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. **UTILITIES.** Baltimore County shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the CBTE's office at least one (1) day in advance of the expected occurrence.

8. **POTENTIALLY HAZARDOUS MATERIALS.** 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) must be submitted with their bid at the time of bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

9. **WARRANTY AND SERVICE.** Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of warranty or service problems.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1223
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT**

GENERAL PROVISIONS

1. SCOPE OF WORK

- 1.1 This contract is for the provision of a variety of services related to the installation and modification of traffic control signals in Baltimore County, at various locations as determined by the County. The work activities include the following types of assignments:
- 1.2 Installation of new traffic signals, major and minor modifications of existing traffic signals, interconnection of traffic signals, and installation of miscellaneous traffic control devices such as signs and luminaries that are associated with traffic signal installations or modifications. This includes work assignments to install or replace loop detectors/video cameras, either as separate independent assignments or as a part of larger assignments for signal installations.
- 1.3 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase traffic signal/device construction services covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.4 The County reserves the right to order services that may be required during the said period, and it also reserves the right not to order 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 contract.

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 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 renewals terms, the County may entertain a request for escalation for materials, which is based on the manufacturer's actual price increase to the Contractor, providing that bona fide documents or price lists are furnished with the escalation request.

- 3.3 Baltimore 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 365 days from the date of the increase.

4 **FUNDING OUT.** If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

5. **STANDARD SPECIFICATIONS**

5.1. Except as otherwise indicated, all work done under this contract shall conform to the Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" January 2017, and the State of Maryland, Department of Transportation, State Highway Administration "Book of Standards, Highway and Incidental Structures", including any subsequent revisions, addenda, amendments and/or supplements, and interpretations. Hereinafter, these documents will be referred to as the "Standard Specifications", and are hereby incorporated by reference into this contract. Additionally, the work must also conform to the Special Provisions, some of which are those of the Maryland State Highway Administration. All rights and payment therein that were assigned to the State of Maryland, shall apply to Baltimore County, Maryland. All reference to departments, bureaus, offices, agencies, or activities of the State of Maryland, shall apply instead to the similar activity of Baltimore County. In case of conflict between the Standard Specifications, and any provision of this contract, the contract shall govern. However, the Bidder or Contractor should request interpretation from the Engineer.

5.2 When the County requires a work item, and it is not covered by the Standard Specifications or by the Special Provisions, then the Contractor shall perform the work according to the most nearly comparable specifications, or according to acceptable standards and procedures of Baltimore County. Should there be any questions on which specification is applicable, the Contractor shall request an interpretation from the Engineer before executing the work.

6. **CONTRACTOR QUALIFICATIONS, EQUIPMENT AND VEHICLES.** Contractors must complete the Contractor's Prequalification Application unless they are already pre-qualified. These applications may be obtained by contacting the Baltimore County Division of Construction Contract Administration at 410-887-4248 or picked-up at 111 West Chesapeake Avenue, Room 300-B, Towson, Maryland, 21204 or obtained from the website www.baltimorecountymd.gov

Contractors shall be pre-qualified with Baltimore County Division of Construction Contract Administration in Category A-4 (Traffic Signalization) at least 10 days before the bid opening date to be able to be considered for award.

7. **EXPLANATION OF WORK**

7.1 **WORK ITEMS.** The quantities shown for all bid items are based upon the best information available at the time of bidding, and are established for the purpose of obtaining a bid price. The quantities for all items may be increased or decreased without any adjustments to the contract unit bid price, and shall not be considered as a basis for a claim by the Contractor against the Administration resulting from any quantity changes. References made in Subsection GP-4.04 of the Specifications relating to bid quantity cost adjustments shall not apply to this contract.

7.2 The work items and the estimated quantities thereof are as listed on the Quotation Sheets of this Contract Proposal. All items are contingent. The quantities listed are approximate and will be used to compare bids and establish fixed unit prices for this part of the contract.

7.3 On occasion, in order for the Contractor to fully complete a work assignment at a particular location, it may be necessary for the Contractor to undertake a construction activity that is anticipated and for which there is no specific work item listed in the contract. In such cases,

the Contractor must notify the Engineer and request approval to undertake the necessary activities. Such work items will become negotiable work items and must be approved by the Engineer prior to beginning work on that work item.

- 7.4 **Implied work** should include all incidental work required by the drawings or specifications, for which no payment is specifically provided. Any work or materials not therein specified, but which are required to complete the work shall be done or furnished by the Contractor without extra compensation. The work or materials may fairly be implied as included in this contract or may be judged by the Engineer as included in this contract.
- 7.5 The Contractor shall obtain written permission from the Engineer prior to making any changes in operational functions, systemization, phasing or timing of any traffic signal.
- 7.6 The Engineer shall clarify any doubt as to the meaning or obscurity as to the wording of the specifications in this contract or the intent of the plans. The Engineer shall explain or make definite any of the provisions of the Specifications, Contract, or Plans. All decisions of the Engineer will be final.

8. **DEFINITIONS OF WORK ITEM TERMS**

- 8.1 The term “**INSTALL**” shall mean installation by the Contractor of materials supplied by the County and/or Maryland State Highway Administration (MSHA). The Contractor shall pick up County supplied materials at the Baltimore County Traffic Signal Shop, 12200 C, Long Green Pike, Glen Arm, Maryland 21057. The Contractor shall first contact the Signal Shop Supervisor (410-887-8601) 48 hours in advance to arrange for pickup of County supplied materials. The Contractor shall pick up the MSHA-supplied materials at the State Highway Administration, Office of Traffic and Safety, Signal Warehouse, 7941 Connelley Drive, Hanover, Maryland 21076. Before pickup of MSHA supplied materials, the Contractor shall first contact the Signal Operations Warehouse (410-787-7668) 48 hours in advance to arrange for pickup of MSHA supplied materials. **ALL REQUESTS FOR TRAFFIC SIGNAL CABINETS must be made a minimum of three (3) weeks prior to pickup for SHA or County supplied traffic signal cabinets.** Any Contractor-supplied materials that may be necessary to complete an “INSTALL” item shall be incidental and included in the price bid. The Contractor shall be responsible for all transportation and other costs associated with the pickup of County or MSHA-supplied materials.
- 8.2 The term “**REMOVE**” or “**REMOVAL**” shall mean complete disassembly and removal from the job site to a **legal** dumping facility. Concrete foundations for existing poles, cabinets, and pedestals shall be removed to a minimum of twelve inches below grade and holes created by such removal shall be backfilled and compacted to the Engineer’s satisfaction. Payment for removal of the foundation as described above shall be incidental to removal of the pole, cabinet, etc.
- 8.3 The term “**REMOVE AND SALVAGE**” shall mean the careful disassembly of the item, tagging of the item as to location from which it was removed, and return to the County in the same condition as it existed in the field. Twenty-four (24) hour notice shall be given to the Signal Shop Supervisor prior to delivery of salvaged equipment. At their discretion, the Engineer may specify that a “**REMOVE AND SALVAGE**” item be disposed of by the Contractor, instead of returning it to the County.
- 8.4 The term “**RELOCATE**” shall mean the removal of the items from its existing location and re-installation at a new location as directed by the Engineer.
- 8.5 Any work item not preceded by the term “**INSTALL**” “**REMOVE**”, “**REMOVAL**”, “**REMOVAL AND SALVAGE**”, or “**RELOCATE**”, shall mean “**FURNISH AND INSTALL**”. This shall include all material, equipment, labor, bolts, nuts, reinforcing, and any miscellaneous hardware, to complete the item and make it fully operational and functional.

9. **WORK ASSIGNMENT PROCEDURE**

- 9.1 Specific work locations are not listed in this Contract Proposal but will be assigned as necessary by the Engineer during the term of the contract. Whenever a work assignment is to be made, the Engineer will issue a notice to proceed letter to the Contractor. The notice to proceed letter will describe the work assignment to the Contractor and the priority of the work assignment. It may include any necessary drawings or sketches, or additional information needed to fully identify the location, extent, and type of work to be done. An itemized list of estimated work items and quantities may be provided with the work order; but this list is for guidance only and shall be considered preliminary in nature.
- 9.2 The Contractor shall notify the Signal Shop Supervisor or his designated representative at (410) 887-8601 by 8:00 a.m. each day that the Contractor is to perform any work on each assignment. Any work performed without this notification shall be considered as unauthorized work as specified in Section GP-4.08 of the Contract Document. The Engineer shall charge working days as specified in the contract document to each work assignment if all conditions for time charges are met, including days when the above notification has not been given by the Contractor.

10. **PRIORITIES OF WORK: Bonuses And Liquidated Damages.** The contract shall provide for four (4) levels of priority of work assignments. These priorities shall be identified as “**NORMAL WORK**”, “**ACCELERATED WORK**”, “**CRITICAL WORK**”, and “**EMERGENCY WORK**”. Each priority of work may require night work and will be compensated as specified below.

- 10.1 **NORMAL WORK** will comprise the bulk of the assignments assigned. This work will be paid for at the contract unit bid prices established on the Quotation Sheets in this Contract Proposal. Normal Work shall be completed within **Forty (40) calendar days** following receipt of the notice to proceed letter. Liquidated damages for failure to complete normal work within forty (40) calendar days shall be assessed at **one percent** (1%) per day.
- 10.1.1 If **NORMAL WORK** is required to be done at night, then **NORMAL WORK (at night)** shall be paid for at a rate that is **110 percent** (110%) of the contract unit bid prices established on the Quotation Sheets in this Contract Proposal. Normal Work (at night) shall be completed within **Forty (40) calendar days** following receipt of the notice to proceed letter. Liquidated damages for failure to complete normal work (at night) within forty (40) calendar days shall be assessed at **three percent** (3%) per day.
- 10.2 **ACCELERATED WORK** is work that the County requires to be completed by the Contractor within **fifteen (15) calendar days** following receipt of the notice to proceed letter. Notice to proceeds for Accelerated Work may be given to the Contractor verbally by the Engineer, followed by a subsequent confirming written notice to proceed letter. The fifteen (15) day time period shall be measured starting with the verbal notice to proceed. Accelerated Work completed within the fifteen (15) calendar day time period shall be paid for at a rate that is **110 percent** (110%) of the contract unit bid prices established on the Quotation Sheets in this Contract Proposal. Accelerated Work that the Contractor fails to complete within the fifteen (15) calendar day time period shall be paid for at the contract unit bid prices (i.e., loss of bonus) and shall also be subject to liquidated damages of **three percent** (3%) per calendar day.
- 10.2.1 If night work is required for accelerated work, no additional compensation will be given.
- 10.3 **CRITICAL WORK** is work that the County requires to be completed by the Contractor within **seven (7) calendar days** following receipt of the notice to proceed letter. Notice to proceeds for Critical Work may be given to the Contractor verbally by the Engineer, followed by a subsequent confirming written notice to proceed letter. The seven (7) day time period shall be measured starting with the verbal notice to proceed. Critical Work completed within the seven

(7) calendar day time period shall be paid for at a rate that is **125 percent** (125%) of the contract unit bid prices established on the Quotation Sheets in this Contract Proposal. Critical Work that the Contractor fails to complete within the seven (7) day time period shall be paid for at the contract unit bid prices (i.e., loss of bonus) and shall also be subject to liquidated damages of **five percent** (5%) per calendar day.

10.3.1 If night work is required for critical work, no additional compensation will be given.

- 10.4 **EMERGENCY WORK** is work that the County requires to be completed by the Contractor within **twenty-four (24) hours** following receipt of a verbal notice to proceed. The verbal notice to proceed will be followed by a subsequent confirming written notice to proceed letter. Emergency Work completed within the twenty-four (24) hour time period shall be paid for at a rate that is **150 percent** of the contract unit bid prices established on the Quotation Sheets in this Contract Proposal. Emergency Work that the Contractor fails to complete in the twenty-four (24) hour time period shall be paid for at the contract unit bid prices (i.e., loss of bonus) and shall be subject to liquidated damages of **ten percent** (10%) per calendar day.

10.4.1 If night work is required for emergency work, no additional compensation will be given.

11. MINIMUM QUANTITIES OF WORK TO BE ASSIGNED AND ACCEPTED

- 11.1 The County anticipates, but does not guarantee, a requirement of approximately 8 major projects per twelve (12) month period. The major projects would include new traffic signal installations, existing traffic signal rebuilds, large interconnect projects, or modifications to existing traffic signals. In addition to the major projects, a variety of minor work assignments may also be assigned, including work assignments for installing or replacing 20 loop detectors and/or video cameras at various locations and various minor streetlighting repair work assignments.
- 11.2 The Contractor shall have the capacity (work force and equipment) and be required to accept and complete work assignments for the following quantities of work in accordance with the schedules set forth in Section 10, Priorities of Work above, if the County issues such work assignments:
- 11.2.1 **Major Projects - "Normal" work:** Min. 1 per month.
- 11.2.2 **Minor Projects - "Normal" work:** Min. 1 per month.
- 11.2.3 **"Accelerated" Work Assignments (15 day completion):** Min. 1 per month.
- 11.2.4 **"Critical" Work Assignments (7 day completion):** Min. 1 per month.
- 11.2.5 **"Emergency" Work Assignments (24 hour completion):** Min. 1 per month.
- 11.3 For work assignments the County may desire to assign that are more than these quantities, the Contractor may or may not accept the work assignment with the schedules for completion set forth in Section 10, Priorities of Work. If the Contractor does not accept such work assignment, the Contractor and the County shall confer regarding the Contractor's backlog of work assignments under this contract and other contracts. However, if both the Contractor and the County mutually agree to a revised time schedule for completion of the work assignment before liquidated damages will apply, then the agreed revised time schedule for completion shall be noted on the work assignment, which the Contractor shall then be required to accept. Work Assignments made under this procedure shall all be considered "Normal" work for the purposes of applicable unit prices and rates of liquidated damages. In cases where the Contractor's scheduling is such that it is determined (after conference with the County) that the quantity or scheduling of assignments desired by the County cannot be accommodated, the County reserves the right to contract with other parties for similar work.

12. **AVAILABILITY OF SERVICES.** The services of the Contractor are required to be available 24 hours per day, 7 days per week, without exception, so as to provide the capability of responding promptly to traffic signal work needs that may be caused by accidents or natural disasters. The Contractor shall have a designated contact person who shall be available by phone or pager 24 hours a day, 7 days per week. A list of contacts and phone numbers shall be provided to the Engineer within two weeks after the notice to proceed. The Contact list is to be kept current and any updates supplied to the Engineer, Signal Shop, and the Inspector.
13. **SHUTDOWN STATUS.** When weather conditions are such that, in the opinion of the Engineer, work cannot be prosecuted on a work assignment given under this contract, that assignment may be placed in "shutdown status" by the Engineer. The time to complete an assignment, expressed in calendar days shall be extended by the number of calendar days that the assignment is in shutdown status. The determinations of the Engineer regarding shutdowns shall be binding and conclusive to both parties to this contract.
14. **PAYMENT**
- 14.1 **INSPECTION AND ACCEPTANCE**
- 14.1.1 The Contractor shall perform all work to a high degree of workmanship. Items such as improperly set couplings, unreamed conduit ends, or any other contract items that are not up to the standard specifically required by the contract shall be removed and replaced at no cost to the County.
- 14.1.2 During the final inspection of each unit of work, the burden of proof that the concealed work is up to the required standard is upon the Contractor. Should this proof not be acceptable to the County, then the Contractor may be required to do whatever is necessary, including exposing the concealed work, to clearly establish that the concealed work meets the specifications, at no cost to the County.
- 14.1.3 Upon completion of the work assignment at a specific location, the Contractor shall notify the Engineer and arrange for a semi-final inspection so that acceptance of the work assignment may begin by starting of the test period. Following the semi-final inspection, measurement, and acceptance by the Engineer, the Contractor shall submit an invoice itemized by contract item used which reflects the quantities of the work actually performed, measured, and accepted for that work assignment. The invoice shall be accompanied by three (3) sets of drawings and diskette showing the "as-built" conditions (see Special Provision Section 856 – As-Built for Traffic Signal).
15. **DAMAGE TO PROPERTY.** Any direct or indirect damage that is done to public or private property by or because of the work of the Contractor, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done. By repairing, rebuilding, or otherwise restoring, as may be required by the Engineer, the Contractor shall make sure such damage has been completed in a satisfactory manner. If failure on the part of the Contractor to promptly restore or make sure such damage has been completed in a satisfactory manner, the Engineer may, after 48 hours written notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be necessary. The cost thereof will be deducted from any monies due or to become due the Contractor under the contract. The Chief Administration Officer may deduct from any monies due the Contractor a sum sufficient, in the judgement of the Engineer, to reimburse the owners of the property so damaged.
16. **RETAINAGE AND GUARANTY**
- 16.1 **Retainage** - Out of the amount representing the total amount due upon completion of a work assignment, the Engineer, at his discretion, may deduct five percent (5 %), and may hold such sum for a guarantee period of not less than sixty (60) days. The guarantee period shall commence on the date of acceptance of the project by the Engineer. Invoices received and/or authorized for payment after the end of the guarantee period shall not have the five percent (5 %) retainage deducted.

16.2 **Guaranty** - The Contractor shall keep in good order and repair for a period of sixty (60) days from the date of completion of the work assignment, all work done under the contract. If in the judgement of the Engineer, repairs or renewals become necessary, the Contractor shall promptly make repairs. Any soft, inferior or defective work replaced or repaired by good and acceptable materials necessary to put the improvement in first class condition. If the Contractor does not complete these repairs, within ten (10) days after written notification from the Engineer, and signify his intention in writing to do such necessary work as stipulated above, then the Engineer may proceed to have others correct the work. The County will then deduct all costs incurred by the County to correct the substandard work or repair work completed, as herein before provided. A new thirty (60) day test period shall begin from the date the substandard work or repair work was corrected.

17. **FINAL ACCEPTANCE AND PAYMENT.** Upon expiration of the aforesaid period of thirty (30) days succeeding the final acceptance, the County will pay to the Contractor any and all sums reserved or retained, less such amount as the County may be empowered under the provisions of the contract to permanently retain.

18. **INVOICES**

18.1 All Contract Unit Priced Items will be calculated as follows:

18.1.1 **Quantity** (as measured on the IDR*) X **Contract Unit Price**

* IDR – Inspector Daily Report

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1223
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT
Due Date: 4/30/18, Time: 2:30 P.M.

BID/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: _____

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 COUNTY, MARYLAND
REQUEST FOR BID NO. B-1223
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT
Due Date: 4/30/18, Time: 2:30 P.M.

PRICE SHEET PAGE 1 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 968-82 Maintenance of traffic, minor, fixed cost, for all roadways in the County not classified as an arterial roadway, traffic signal construction, as per specifications	8	Each	<u>\$1,000.00</u>	<u>\$8,000.00</u>
2	COMMODITY CODE: 968-82 Maintenance of traffic, major, fixed cost, for all roadways in the County classified as an arterial roadway, traffic signal construction, as per specifications	8	Each	<u>\$2,000.00</u>	<u>\$16,000.00</u>
3	COMMODITY CODE: 968-82 Excavation, test pit, outside roadway, traffic signal construction, as per specifications	5	CuYd	\$ _____	\$ _____
4	COMMODITY CODE: 968-82 Excavation, test pit, in roadway, traffic signal construction, as per specifications	5	CuYd	\$ _____	\$ _____
5	COMMODITY CODE: 968-82 Excavation, Class 2, traffic signal construction, as per specifications	20	CuYd	\$ _____	\$ _____
6	COMMODITY CODE: 968-82 Median, concrete, monolithic, less than 4' wide, remove existing, traffic signal construction, as per specifications	10	LnFt	\$ _____	\$ _____
7	COMMODITY CODE: 968-82 Curb & gutter, remove existing, traffic signal construction, as per specifications	50	LnFt	\$ _____	\$ _____
8	COMMODITY CODE: 968-82 Sidewalk, remove existing, traffic signal construction, as per specifications	100	SqFt	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-581
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT
Due Date: 4/30/18, Time: 2:30 P.M.

PRICE SHEET PAGE 2 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
9	COMMODITY CODE: 968-82 Dike, straw bale, for sediment control, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
10	COMMODITY CODE: 968-82 Fence, Super Silt, Detail 33 Option B, furnish & install, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
11	COMMODITY CODE: 968-82 Thermoplastic marking tape, 24" white, furnish & install, traffic signal construction, as per specifications	800	LnFt	\$ _____	\$ _____
12	COMMODITY CODE: 968-82 Thermoplastic marking tape, 12" white, furnish & install, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
13	COMMODITY CODE: 968-82 Thermoplastic marking tape, 5" white, furnish & install, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
14	COMMODITY CODE: 968-82 Thermoplastic marking tape, 5" yellow, furnish & install, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
15	COMMODITY CODE: 968-82 Pavement marking tape, letter or number, furnish & install, traffic signal construction, as per specifications	30	Each	\$ _____	\$ _____
16	COMMODITY CODE: 968-82 Pavement marking tape, arrow or symbol, furnish & install, traffic signal construction, as per specifications	15	Each	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-581
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT
Due Date: 4/30/18, Time: 2:30 P.M.

PRICE SHEET PAGE 3 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
17	COMMODITY CODE: 968-82 Removable marking tape, 12" white, furnish & install, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
18	COMMODITY CODE: 968-82 Removable pavement marking tape, 4" white, furnish & install, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
19	COMMODITY CODE: 968-82 Removable pavement marking tape, 4" yellow, furnish & install, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
20	COMMODITY CODE: 968-82 Latex pavement marking, 5" marking, white, furnish & install, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
21	COMMODITY CODE: 968-82 Latex pavement marking, 5" marking, yellow, furnish & install, traffic signal construction, as per specifications	3500	LnFt	\$ _____	\$ _____
22	COMMODITY CODE: 968-82 Remove existing pavement marking, any type or width, traffic signal construction, as per specifications	2000	LnFt	\$ _____	\$ _____
23	COMMODITY CODE: 968-82 Remove existing pavement marking, any type arrow, any letter, number or symbol, traffic signal construction, as per specifications	20	Each	\$ _____	\$ _____
24	COMMODITY CODE: 968-82 Monolithic concrete median, 4' width, mix no. 2, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-581
TRAFFIC SIGNAL CONSTRUCTION, TERM CONTRACT
Due Date: 4/30/18, Time: 2:30 P.M.

PRICE SHEET PAGE 4 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
25	COMMODITY CODE: 968-82 Curb & gutter, SHA Standard Type A, 12" X 8", mix no. 2, traffic signal construction, as per specifications	800	LnFt	\$ _____	\$ _____
26	COMMODITY CODE: 968-82 Curb & gutter, mountable, mix no. 2, signal construction, as per specifications	25	LnFt	\$ _____	\$ _____
27	COMMODITY CODE: 968-82 Depressed curb & gutter for handicap ramp, mix no. 2, furnish & install, traffic signal construction, as per specifications	300	LnFt	\$ _____	\$ _____
28	COMMODITY CODE: 968-82 Concrete paving for sidewalk, 4", mix no. 2, traffic signal construction, as per specifications	650	SqFt	\$ _____	\$ _____
29	COMMODITY CODE: 968-82 Furnish & install concrete sidewalk for handicap ramp 7", mix no. 2, traffic signal construction, as per specifications	800	SqFt	\$ _____	\$ _____
30	COMMODITY CODE: 968-82 Furnish & install detectable warning surfaces, traffic signal construction, as per specifications	500	SqFt	\$ _____	\$ _____
31	COMMODITY CODE: 968-82 Furnish & install 12" x 40' wood pole with back guy, traffic signal construction, as per specifications	1	Each	\$ _____	\$ _____
32	COMMODITY CODE: 968-82 Furnish & install back guy, traffic signal construction, as per specifications	1	Each	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
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PRICE SHEET PAGE 5 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
33	COMMODITY CODE: 968-82 Adjust back guy, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
34	COMMODITY CODE: 968-82 Remove existing back guy, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
35	COMMODITY CODE: 968-82 Furnish & install concrete foundation, mix no. 6, traffic signal construction, as per specifications	170	Cu Yd	\$ _____	\$ _____
36	COMMODITY CODE: 968-82 Furnish & install mast arm pole & 38' mast arm, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
37	COMMODITY CODE: 968-82 Furnish & install mast arm pole & 50' mast arm, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
38	COMMODITY CODE: 968-82 Furnish & install mast arm pole & 60' mast arm, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
39	COMMODITY CODE: 968-82 Furnish & install mast arm pole & 70' mast arm, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
40	COMMODITY CODE: 968-82 Furnish & install mast arm pole & twin 50'/50' mast arms, traffic signal construction, as per specifications	4	Each	\$ _____	\$ _____
41	COMMODITY CODE: 968-82 Furnish & install mast arm pole & twin 50'/60' or 60'/50' mast arms, traffic signal construction, as per specifications	4	Each	\$ _____	\$ _____

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PRICE SHEET PAGE 6 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
42	COMMODITY CODE: 968-82 Furnish & install mast arm pole & twin 50'/70' or 70'/50' mast arms, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
43	COMMODITY CODE: 968-82 Furnish & install 27' mast arm pole with twin 60'/70' mast arms, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
44	COMMODITY CODE: 968-82 Furnish & install strain pole, 12" x 30' (0 gauge), traffic signal construction, as per specifications	1	Each	\$ _____	\$ _____
45	COMMODITY CODE: 968-82 Furnish & install strain pole, 12" x 32' (0+0 gauge), traffic signal construction, as per specifications	1	Each	\$ _____	\$ _____
46	COMMODITY CODE: 968-82 Furnish & install T-base for traffic signal pedestal, traffic signal construction, as per specifications	4	Each	\$ _____	\$ _____
47	COMMODITY CODE: 968-82 Furnish & install pedestrian pushbutton & sign, traffic signal construction, as per specifications	40	Each	\$ _____	\$ _____
48	COMMODITY CODE: 968-82 Install pedestrian pushbutton & sign, traffic signal construction, as per specifications	4	Each	\$ _____	\$ _____
49	COMMODITY CODE: 968-82 Furnish & install breakaway pedestal pole, any size, traffic signal construction, as per specifications	35	Each	\$ _____	\$ _____

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PRICE SHEET PAGE 7 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
50	COMMODITY CODE: 968-82 Furnish & install pedestrian pushbutton pole, traffic signal construction, as per specifications	10	Each	\$ _____	\$ _____
51	COMMODITY CODE: 968-82 Cut, clean & cap traffic signal structure, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
52	COMMODITY CODE: 968-82 Paint galvanized structure, any type, traffic signal construction, as per specifications	1	Each	\$ _____	\$ _____
53	COMMODITY CODE: 968-82 Furnish & install ground rod, 3/4" diameter X any size, traffic signal construction, as per specifications	60	Each	\$ _____	\$ _____
54	COMMODITY CODE: 968-82 Furnish & install 3/4" to 3" blind coupling, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
55	COMMODITY CODE: 968-82 Furnish & install conduit bend, any size, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
56	COMMODITY CODE: 968-82 Furnish & install 1-1/4" weatherhead, traffic signal construction, as per specifications	25	Each	\$ _____	\$ _____
57	COMMODITY CODE: 968-82 Furnish & install 2" weatherhead, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
58	COMMODITY CODE: 968-82 Furnish & install 3" weatherhead, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
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PRICE SHEET PAGE 8 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
59	COMMODITY CODE: 968-82 Furnish & install 1" liquid-tight flexible non-metallic conduit, detector wire sleeve, traffic signal construction, as per specifications	10	LnFt	\$ _____	\$ _____
60	COMMODITY CODE: 968-82 Furnish & install 2" PVC electrical conduit, Schedule 80, trenched, traffic signal construction, as per specifications	1000	LnFt	\$ _____	\$ _____
61	COMMODITY CODE: 968-82 Furnish & install 2" PVC electrical conduit, Sch. 80 slotted, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
62	COMMODITY CODE: 968-82 Furnish & install 2" PVC electrical conduit or bore duct, Schedule 80, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
63	COMMODITY CODE: 968-82 Furnish & install 3" PVC electrical conduit, Schedule 80, trenched, traffic signal construction, as per specifications	500	LnFt	\$ _____	\$ _____
64	COMMODITY CODE: 968-82 Furnish & install 3" PVC electrical conduit, Schedule 80, slotted, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
65	COMMODITY CODE: 968-82 Furnish & install 3" PVC electrical conduit or bore duct, Schedule 80, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
66	COMMODITY CODE: 968-82 Furnish & install 4" PVC electrical conduit, Sch. 80, trenched, traffic signal construction, as per specifications	400	LnFt	\$ _____	\$ _____

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PRICE SHEET PAGE 9 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
67	COMMODITY CODE: 968-82 Furnish & install 4" PVC electrical conduit, Sch. 80, slotted, traffic signal construction, as per specifications	600	LnFt	\$ _____	\$ _____
68	COMMODITY CODE: 968-82 Furnish & install 4" PVC electrical conduit or bore duct, Sch. 80, traffic signal construction, as per specifications	600	LnFt	\$ _____	\$ _____
69	COMMODITY CODE: 968-82 Furnish & install electrical junction box, any size, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
70	COMMODITY CODE: 968-82 Install Baltimore County handbox, including concrete collar, traffic signal construction, as per specifications	4	Each	\$ _____	\$ _____
71	COMMODITY CODE: 968-82 Furnish & install traffic signal handbox (pullbox), traffic signal construction, as per specifications	40	Each	\$ _____	\$ _____
72	COMMODITY CODE: 968-82 Retro fit concrete collar on handbox, traffic signal construction, as per specifications	2	SqFt	\$ _____	\$ _____
73	COMMODITY CODE: 968-82 Furnish & install 1-1/4" galvanized electrical conduit, (riser), traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
74	COMMODITY CODE: 968-82 Furnish & install 3" electrical conduit, PVC, Sch. 80 (riser), traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-581
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PRICE SHEET PAGE 10 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
75	COMMODITY CODE: 968-82 Furnish & install control & distribution equally (120/240V, 1-phase, 3-wire system), traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
76	COMMODITY CODE: 968-82 Furnish & install 12-pair interconnect cable, overhead, traffic signal construction, as per specifications	1000	LnFt	\$ _____	\$ _____
77	COMMODITY CODE: 968-82 Furnish & install 6-pair interconnect cable, underground, traffic signal construction, as per specifications	500	LnFt	\$ _____	\$ _____
78	COMMODITY CODE: 968-82 Furnish & install saw cut for signal, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
79	COMMODITY CODE: 968-82 Furnish & install loop wire encased in flex tubing (#14 AWG), traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
80	COMMODITY CODE: 968-82 Furnish & install microloop probe set, 500' lead, traffic signal construction, as per specifications	5	Each	\$ _____	\$ _____
81	COMMODITY CODE: 968-82 Furnish & install microloop probe set, 1000' lead, traffic signal construction, as per specifications	5	Each	\$ _____	\$ _____
82	COMMODITY CODE: 968-82 Disconnect, pull back, and reroute cables, traffic signal construction, as per specifications	1500	LnFt	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
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PRICE SHEET PAGE 11 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
83	COMMODITY CODE: 968-82 Install video detection camera & housing, traffic signal construction, as per specifications	50	Each	\$ _____	\$ _____
84	COMMODITY CODE: 968-82 Install video detection cabling, traffic signal construction, as per specifications	10000	LnFt	\$ _____	\$ _____
85	COMMODITY CODE: 968-82 Furnish & install 2-conductor electrical cable (#14AWG) aluminum shielded, traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
86	COMMODITY CODE: 968-82 Furnish & install 2-conductor electrical cable (#14AWG) tray wire, traffic signal construction, as per specifications	2700	LnFt	\$ _____	\$ _____
87	COMMODITY CODE: 968-82 Furnish & install 2-conductor electrical cable (#14AWG), traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
88	COMMODITY CODE: 968-82 Furnish & install 3-conductor electrical cable (#14AWG) traffic signal construction, as per specifications	3000	LnFt	\$ _____	\$ _____
89	COMMODITY CODE: 968-82 Furnish & install 5-conductor electrical cable (#14 AWG) traffic signal construction, as per specifications	3200	LnFt	\$ _____	\$ _____
90	COMMODITY CODE: 968-82 Furnish & install 7-conductor electrical cable (#14 AWG) traffic signal construction, as per specifications	6000	LnFt	\$ _____	\$ _____

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PRICE SHEET PAGE 12 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
91	COMMODITY CODE: 968-82 Furnish & install stranded bare copper ground wire (#6 AWG) traffic signal construction, as per specifications	2500	LnFt	\$ _____	\$ _____
92	COMMODITY CODE: 968-82 Install controller & cabinet - pole mount, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
93	COMMODITY CODE: 968-82 Install controller & cabinet - base mount, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
94	COMMODITY CODE: 968-82 Install 2-circuit flasher cabinet - pole mount, traffic signal construction, as per specifications	1	Each	\$ _____	\$ _____
95	COMMODITY CODE: 968-82 Furnish & install 12" signal head, LED, priced per section, 1-section not optically programmed), traffic signal construction, as per specifications	250	Each	\$ _____	\$ _____
96	COMMODITY CODE: 968-82 F&I 8" signal head, LED, priced per section, 1-section, not optically programmed, traffic signal construction, as per specifications	20	Each	\$ _____	\$ _____
97	COMMODITY CODE: 968-82 Furnish & install 16" LED countdown type, 1-piece ped. signal head, traffic signal construction, as per specifications	50	Each	\$ _____	\$ _____
98	COMMODITY CODE: 968-82 Furnish & install 12" signal head, LED, priced per section, (1-section, optically programmed), traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____

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PRICE SHEET PAGE 13 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
99	COMMODITY CODE: 968-82 Install signal head, any type, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
100	COMMODITY CODE: 968-82 Remove & salvage of signal head, any type, traffic signal construction, as per specifications	4	Each	\$ _____	\$ _____
101	COMMODITY CODE: 968-82 Relocate any signal head (including aiming & adjusting), traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
102	COMMODITY CODE: 968-82 Furnish & install steel span wire, 3/8", traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
103	COMMODITY CODE: 968-82 Furnish & install steel span wire, 1/4", traffic signal construction, as per specifications	100	LnFt	\$ _____	\$ _____
104	COMMODITY CODE: 968-82 Furnish & install galvanized steel post, 10' unistrut post w/base, traffic signal construction, as per specifications	16	Each	\$ _____	\$ _____
105	COMMODITY CODE: 968-82 Install overhead aluminum street sign, County supplied hardware, traffic signal construction, as per specifications	400	SqFt	\$ _____	\$ _____
106	COMMODITY CODE: 968-82 Install ground mounted aluminum street sign, traffic signal construction, as per specifications	200	SqFt	\$ _____	\$ _____

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PRICE SHEET PAGE 14 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
107	COMMODITY CODE: 968-82 Relocate existing sign, any size and/or type, traffic signal construction, as per specifications	200	SqFt	\$ _____	\$ _____
108	COMMODITY CODE: 968-82 Remove existing signs & supports, any size and/or type, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
109	COMMODITY CODE: 968-82 Remove & salvage existing sign, any size and/or type, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
110	COMMODITY CODE: 968-82 Labor, signal technician, traffic signal construction, as per specifications	120	Hour	\$ _____	\$ _____
111	COMMODITY CODE: 968-82 Removal & salvage of existing cabinet & controller, including removal of foundation, pole mounted, traffic signal construction, as per specifications	3	Each	\$ _____	\$ _____
112	COMMODITY CODE: 968-82 Removal & salvage of existing cabinet & controller, including foundation-base mounted, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
113	COMMODITY CODE: 968-82 Removal of traffic signal handbox, traffic signal construction, as per specifications	5	Each	\$ _____	\$ _____
114	COMMODITY CODE: 968-82 Removal of foundation, any type, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____

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PRICE SHEET PAGE 15 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
115	COMMODITY CODE: 968-82 Removal & dispose of existing signal equipment per assignment, fixed, traffic signal construction, as per specifications	8	Each	<u>\$3,500.00</u>	<u>\$28,000.00</u>
116	COMMODITY CODE: 968-82 As-built from existing plan or disk, traffic signal construction, as per specifications	8	Each	\$ _____	\$ _____
117	COMMODITY CODE: 968-82 As-built from resurvey, traffic signal construction, as per specifications	3	Each	\$ _____	\$ _____
118	COMMODITY CODE: 968-82 Furnish & install 10' lighting arm, traffic signal construction, as per specifications	10	Each	\$ _____	\$ _____
119	COMMODITY CODE: 968-82 Furnish & install 20' lighting arm, traffic signal construction, as per specifications	10	Each	\$ _____	\$ _____
120	COMMODITY CODE: 968-82 Furnish & install 250 watt LED lamp & luminaire, traffic signal construction, as per specifications	10	Each	\$ _____	\$ _____
121	COMMODITY CODE: 968-82 Furnish & install 400 watt LED lamp & luminaire, traffic signal construction, as per specifications	10	Each	\$ _____	\$ _____
122	COMMODITY CODE: 968-82 Furnish & install T-base for streetlight pedestal, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____

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PRICE SHEET PAGE 16 OF 16		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
123	COMMODITY CODE: 968-82 Install T-base for streetlight pedestal, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
124	COMMODITY CODE: 968-82 Install streetlight pole, 14' & under, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
125	COMMODITY CODE: 968-82 Furnish & install meter service pedestal for streetlight pedestal, traffic signal construction, as per specifications	6	Each	\$ _____	\$ _____
126	COMMODITY CODE: 968-82 Remove & dispose of streetlight pole including foundation removal, traffic signal construction, as per specifications	2	Each	\$ _____	\$ _____
127	COMMODITY CODE: 968-82 Curb & gutter, Baltimore County Standard 18" x 7 3/16" mix No. 2, traffic signal construction, as per specifications	1600	LnFt	\$ _____	\$ _____
128	COMMODITY CODE: 968-82 Furnish & install 4" topsoil seed and mulch, traffic signal construction, as per specifications	180	SqYd	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

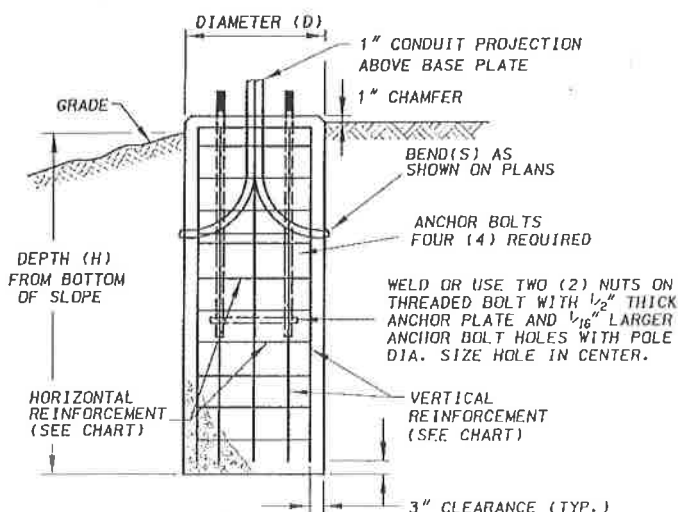
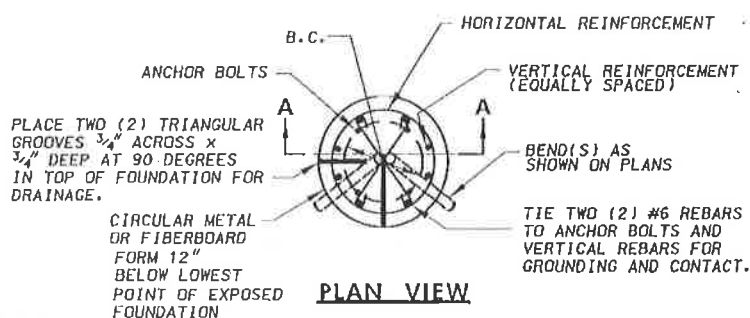
FED ID OR SOCIAL SECURITY NO. _____

ATTACHMENT A

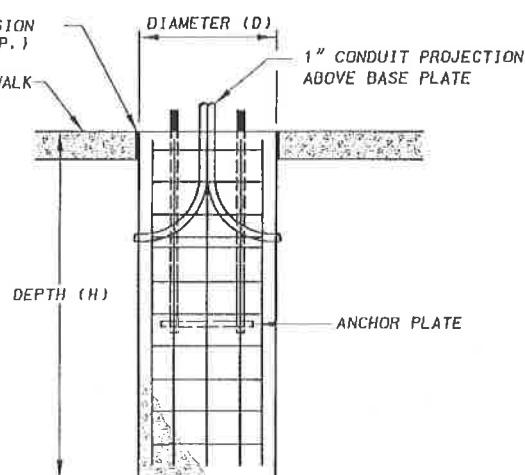
POLE TYPE	ARM LENGTH OR POLE SIZE	BOLT CIRCLE (IN.)	ANCHOR BOLT SIZE (IN. x IN.)	ANCHOR BOLT MAX. PROJECTION ABOVE FOUNDATION (IN.)	FOUNDATION REINFORCEMENT				CONCRETE REQUIRED (C.Y.)
					DIAMETER 'D' (FT.)	HEIGHT 'H' (FT.)	VERTICAL REINF.	HORIZONTAL REINF.	
PEDESTAL FOR PUSHBUTTON AND PED. SIGNAL *	5' - 10'	8	SEE NOTE 7	FEMALE ANCHOR FOR COUPLING (SEE NOTE 7)	1 1/2	3	6 NO. 6	NO. 3 @ 12" C.C.	0.2
PEDESTAL	10' / 14' / 20'	11	1 x 36	3 1/4	2	6	6 NO. 8	NO. 3 @ 12" C.C.	0.7
STRAIN	12" DIA. x 30'	16	1 3/4 x 66	7 1/2	3	10	8 NO. 10	NO. 4 @ 12" C.C.	2.7
	12" DIA. x 32'	22	2 1/4 x 72	8 1/2	4	10	16 NO. 10	NO. 4 @ 12" C.C.	4.7
	14" DIA. x 32'	22	2 1/4 x 72	8 1/2	4	10	16 NO. 10	NO. 4 @ 12" C.C.	4.7
MAST ARM	38' SINGLE	16	1 1/2 x 54	6 1/2	3	10	8 NO. 10	NO. 4 @ 12" C.C.	2.7
	50' SINGLE AND TWIN	18	1 3/4 x 66	7 1/2	3	10	8 NO. 10	NO. 4 @ 12" C.C.	2.7
	60' & 70' SINGLE	22	2 x 72	8	4	10	16 NO. 10	NO. 4 @ 12" C.C.	4.7
	50' / 60' - 70' TWIN	22	2 x 72	8	4	10	16 NO. 10	NO. 4 @ 12" C.C.	4.7

NOTES:


- MAST ARM POLE FOUNDATIONS SHALL PROJECT ABOVE GRADE TO PROVIDE MAST ARM TO ROADWAY CLEARANCE OF 18' - 20' FULLY LOADED.
- ALL EXPOSED FOUNDATION FACES SHALL BE FINISHED SMOOTH.
- GROUT SHALL NOT BE INSTALLED BETWEEN THE BASE PLATE AND THE TOP OF THE FOUNDATION.
- REFER TO STRAIN POLE, MAST ARM POLE, AND PEDESTAL POLE STANDARD PLATES FOR BOLT CIRCLE AND ANCHOR BOLT DETAILS.
- 1/4" THICK STEEL TEMPLATE PLATE WITH 1/16" LARGER ANCHOR BOLT HOLE SHALL BE USED FOR INSTALLATION.
- ANCHOR BOLTS OR FEMALE ANCHORS SHALL BE PLUMB.
- PEDESTAL FOR PUSHBUTTON AND PEDESTRIAN SIGNAL SHALL USE BREAKAWAY COUPLINGS AND FEMALE ANCHORS.
- * 8. SHALLOW 1 1/2' x 3' PEDESTAL FOUNDATION SHALL ONLY BE USED WHERE SITE CONSTRAINTS PREVENT USE OF STANDARD 2' X 6' PEDESTAL FOUNDATION.



**SECTION A-A
NON-SIDEWALK AREA**

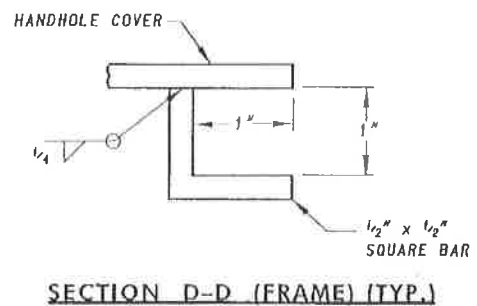
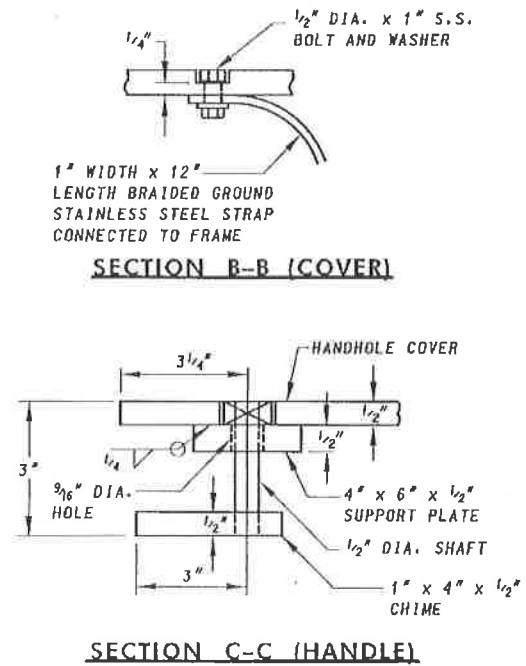
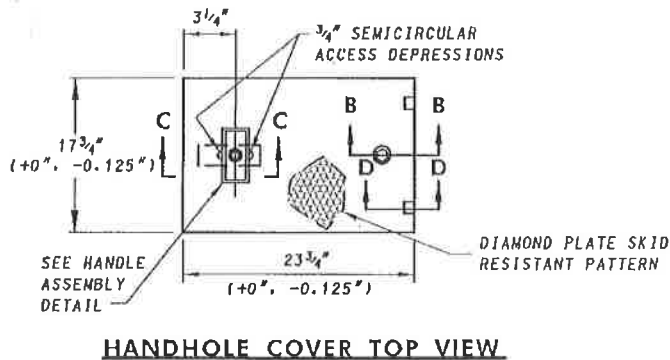
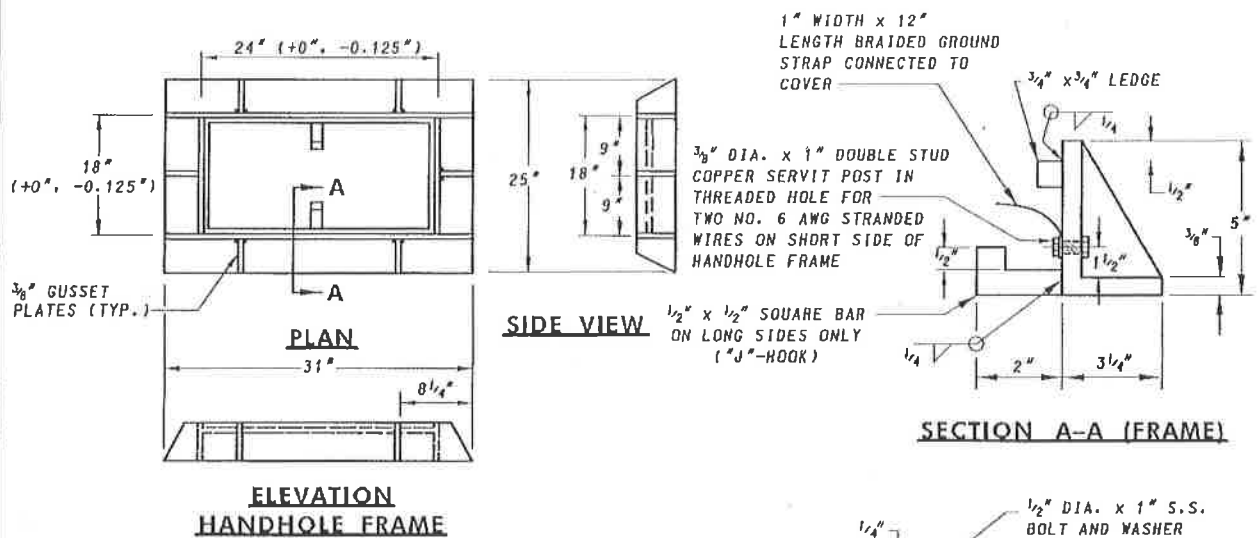


**SECTION A-A
SIDEWALK AREA**

SPECIFICATION 801	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES SIGNAL STRUCTURE FOUNDATIONS	
APPROVED	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY		
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	STANDARD NO. MD 801.01
	APPROVAL 7-1-94	APPROVAL 7-1-94	
	REVISED 5-17-07	REVISED 5-2-07	
	REVISED	REVISED	

REFERENCED ON: MD 818.01, MD 821.01

ATTACHMENT B

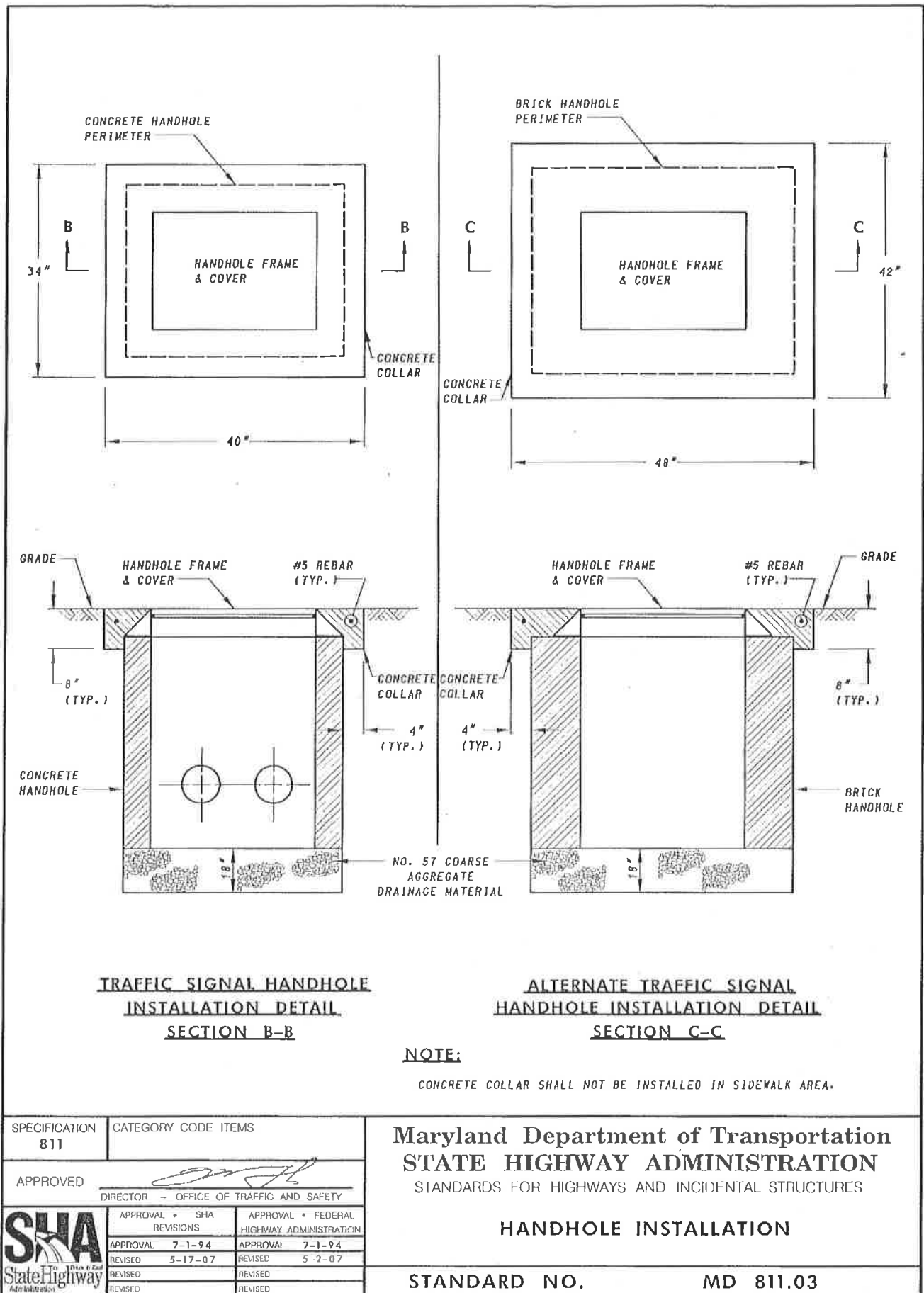


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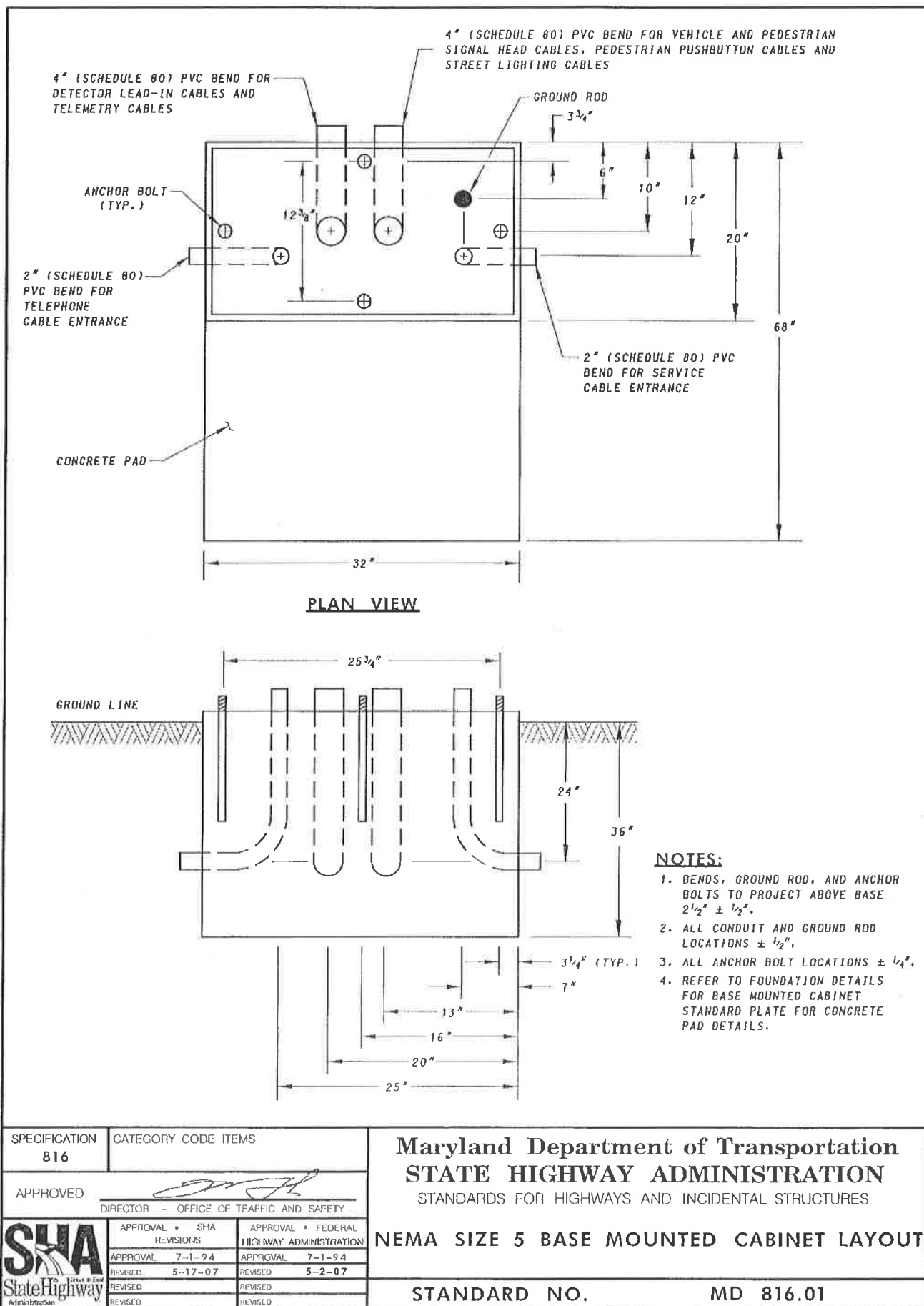
1. ALL METALLIC CONDUIT ENDS, FRAME, AND COVER SHALL BE BONDED WITH OTHER CONDUIT ENDS USING BONDING BUSHINGS AND NO. 6 AWG STRANDED COPPER WIRE.
2. HANDHOLE FRAME AND COVER SHALL BE GALVANIZED PER A123 AND A153, RESPECTIVELY.

SPECIFICATION 811	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES	
APPROVED	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY		
SHA State Highway Administration	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	HANDHOLE FRAME AND COVER STANDARD NO. MD 811.02
	APPROVAL 7-1-94	APPROVAL 7-1-94	
	REVISED 5-17-07	REVISED 5-2-07	
	REVISED	REVISED	
	REVISED	REVISED	

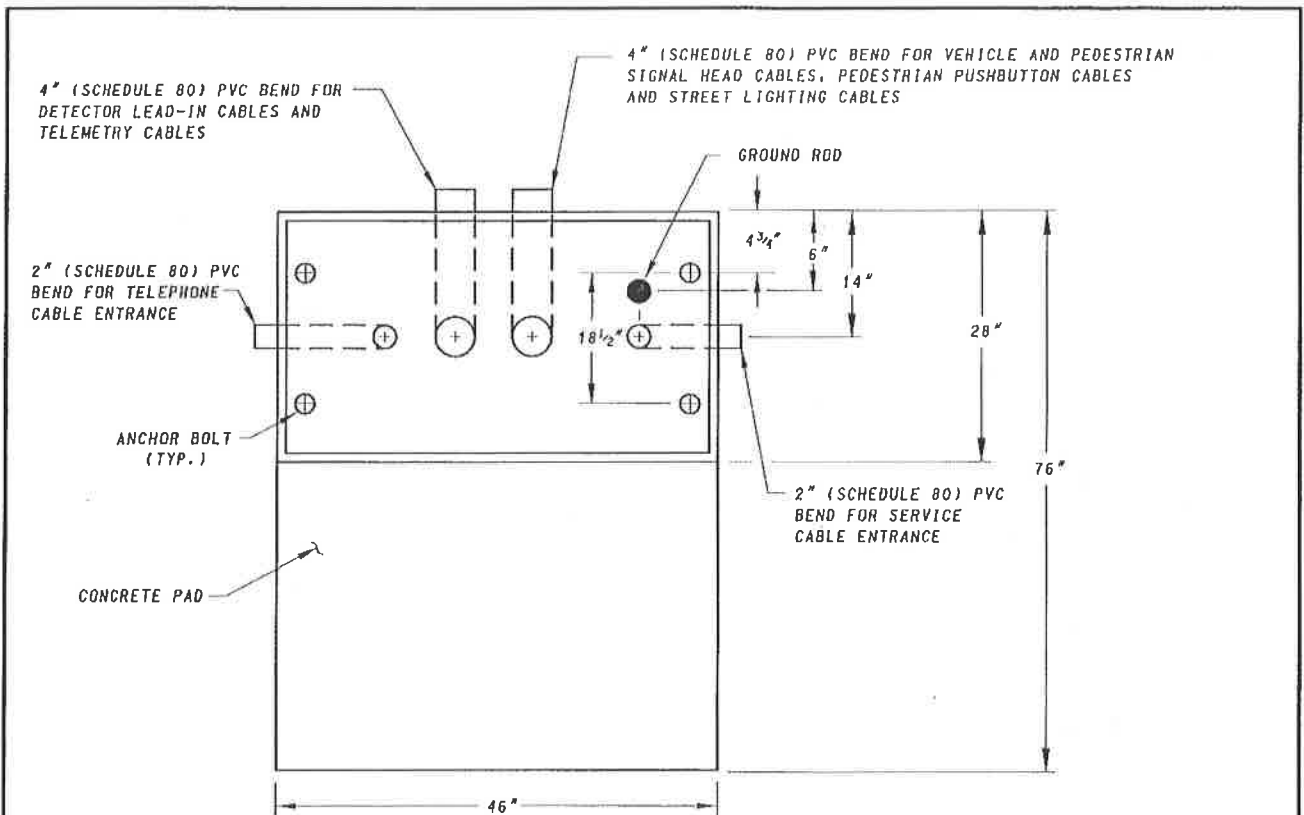
ATTACHMENT C



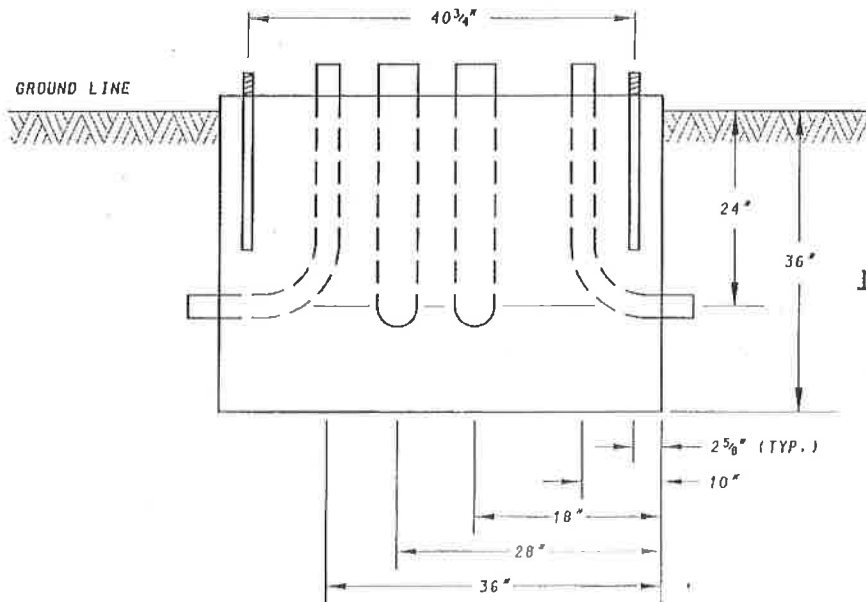
ATTACHMENT D



ATTACHMENT E




PLAN VIEW

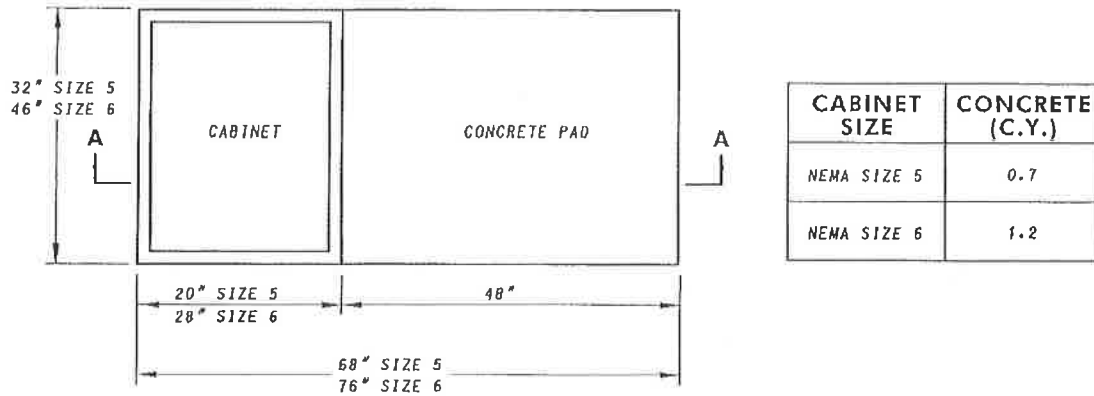


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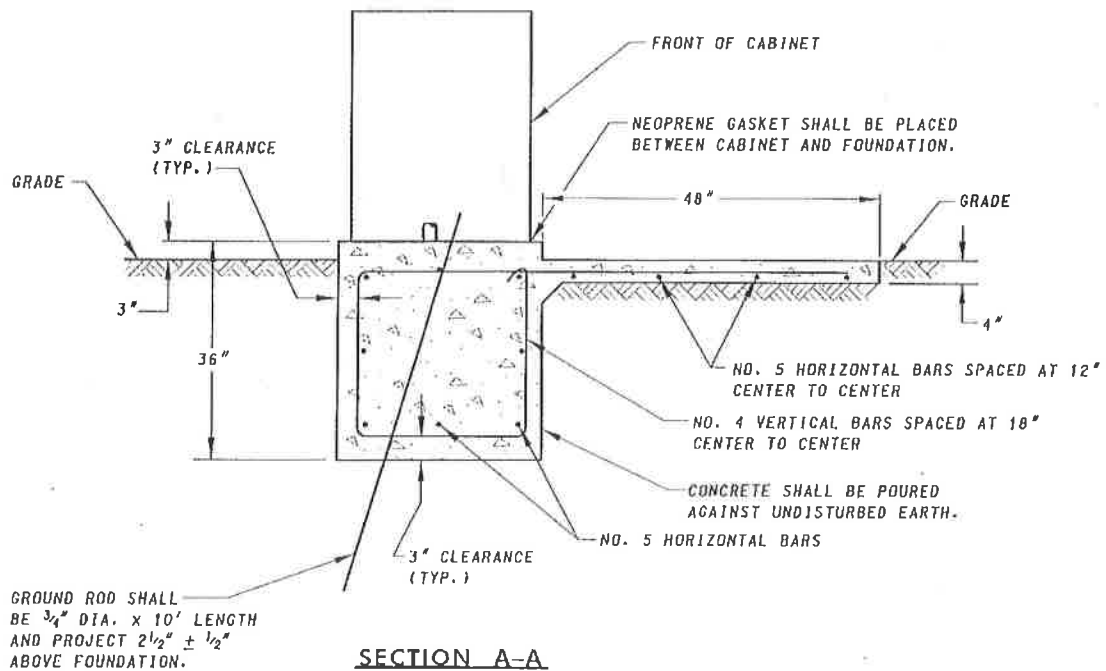
1. BENDS, GROUND ROD, AND ANCHOR BOLTS TO PROJECT ABOVE BASE $2\frac{1}{2}'' \pm \frac{1}{2}''$.
2. ALL CONDUIT AND GROUND ROD LOCATIONS $\pm \frac{1}{2}''$.
3. ALL ANCHOR BOLT LOCATIONS $\pm \frac{1}{4}''$.
4. REFER TO FOUNDATION DETAILS FOR BASE MOUNTED CABINET STANDARD PLATE FOR CONCRETE PAD DETAILS.

SPECIFICATION 816	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES	
APPROVED	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY		
	APPROVAL • SHA	APPROVAL • FEDERAL	NEMA SIZE 6 BASE MOUNTED CABINET LAYOUT STANDARD NO. MD 816.02
	REVISIONS	HIGHWAY ADMINISTRATION	
	APPROVAL 7-1-94	APPROVAL 7-1-94	
	REVISED 5-17-07	REVISED 5-2-07	
	REVISED	REVISED	
	REVISED	REVISED	

ATTACHMENT F



PLAN VIEW



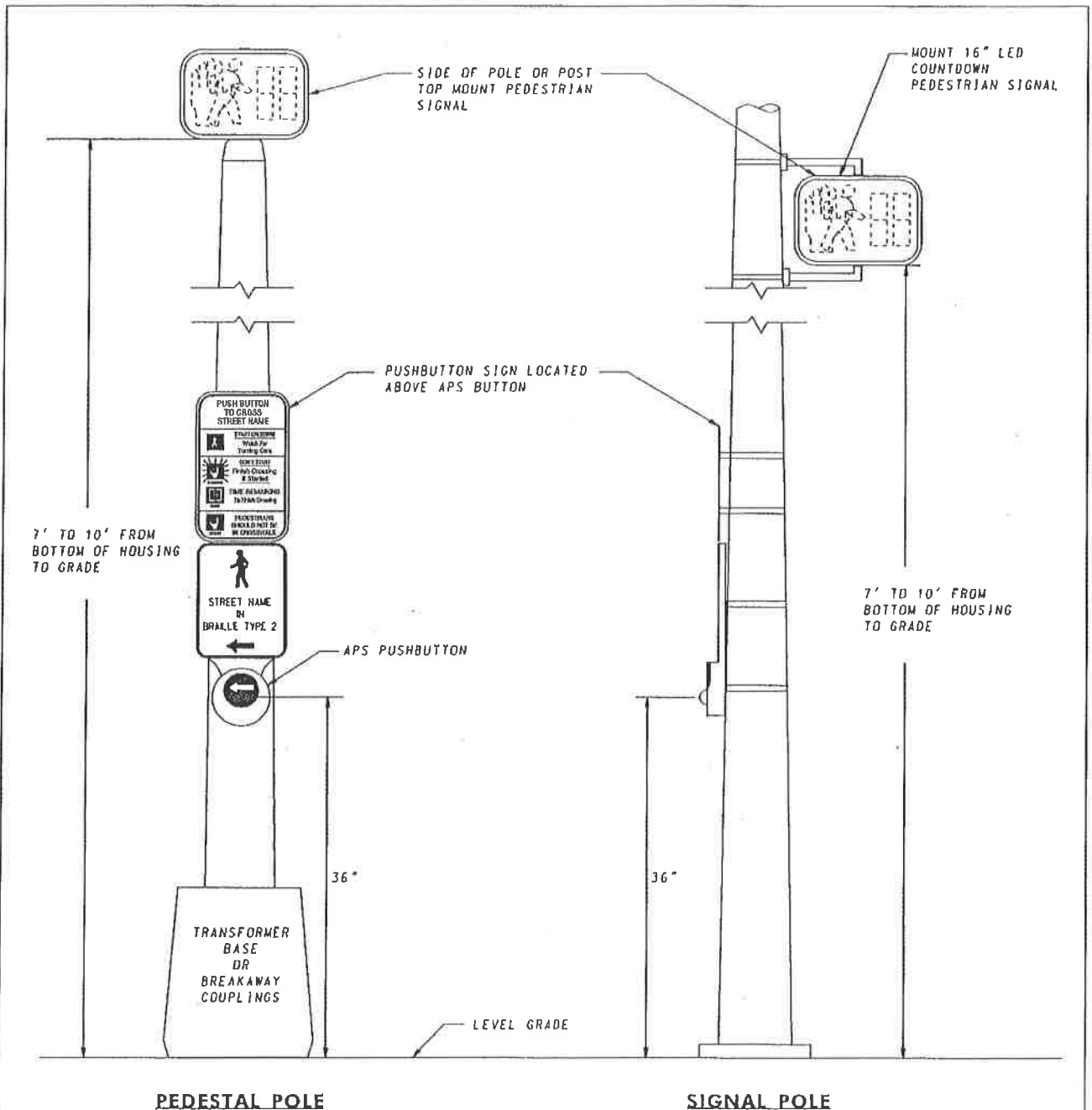
NOTE:

IF CABINET DOOR FACES EXISTING OR PROPOSED SIDEWALK AREA, DELETE STANDING PAD PORTION OF FOUNDATION.

SPECIFICATION 816	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES FOUNDATION DETAILS FOR BASE MOUNTED SIGNAL CABINETS	
APPROVED	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY		
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION		
APPROVAL 7-1-94	APPROVAL 7-1-94		
REVISED 5-17-07	REVISED 5-2-07	STANDARD NO. MD 816.03	
REVISED	REVISED		
REVISED	REVISED		

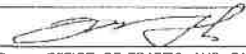
REFERENCED ON: MD 816.01, MD 816.02

ATTACHMENT G



NOTES:

1. PUSHBUTTON SIGN SHALL BE MOUNTED DIRECTLY ABOVE APS UNIT.
2. WHEN CUTTING IS REQUIRED, CONTRACTOR SHALL CONFIRM PROPER HEIGHT OF PEDESTAL IS MAINTAINED PRIOR TO CUTTING POLE.
3. REFER TO POLE MOUNTING FOR PEDESTRIAN SIGNAL HEADS STANDARD PLATES FOR DETAILS.

SPECIFICATION 817	CATEGORY CODE ITEMS										
APPROVED 	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY										
SHA State Highway Administration	<table> <tr> <td>APPROVAL • SHIA REVISIONS</td><td>APPROVAL • FEDERAL HIGHWAY ADMINISTRATION</td></tr> <tr> <td>APPROVAL 9-25-07</td><td>APPROVAL 9-10-07</td></tr> <tr> <td>REVISED</td><td>REVISED</td></tr> <tr> <td>REVISED</td><td>REVISED</td></tr> <tr> <td>REVISED</td><td>REVISED</td></tr> </table>	APPROVAL • SHIA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	APPROVAL 9-25-07	APPROVAL 9-10-07	REVISED	REVISED	REVISED	REVISED	REVISED	REVISED
APPROVAL • SHIA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION										
APPROVAL 9-25-07	APPROVAL 9-10-07										
REVISED	REVISED										
REVISED	REVISED										
REVISED	REVISED										

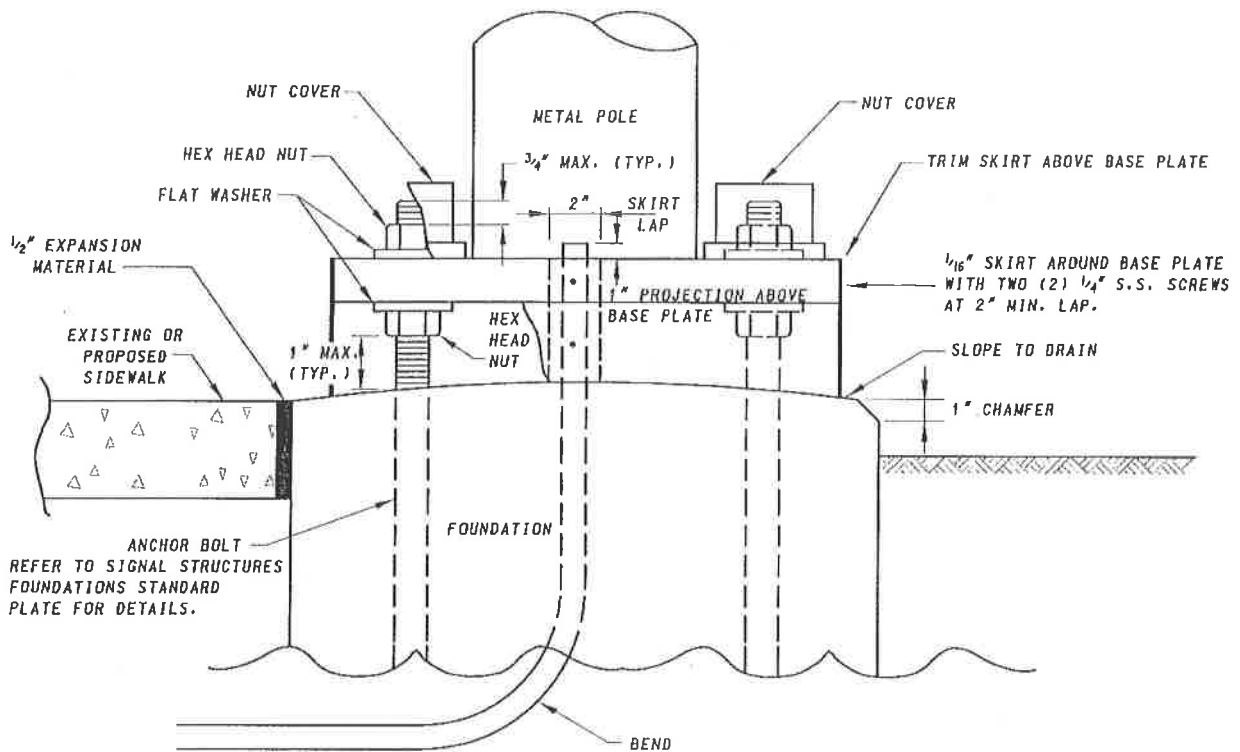
Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
 STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

**ACCESSIBLE PEDESTRIAN SIGNAL (APS)
 PUSHBUTTON LOCATION ON POLE**

STANDARD NO.

MD 817.01

ATTACHMENT H



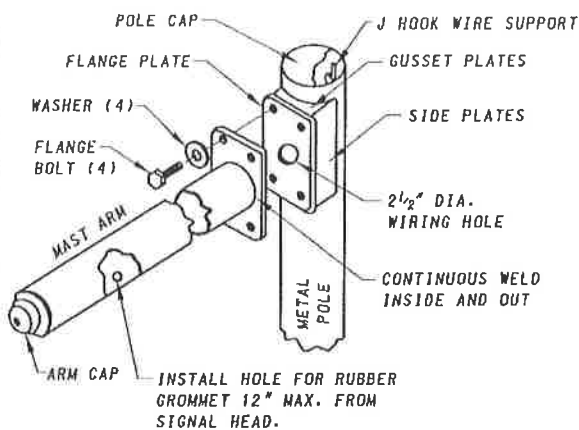
NOTES:

- NUT INSTALLATION AND TIGHTENING REQUIREMENTS:**
ALL THREADED AREAS ON THE NUTS AND BOLTS SHALL BE CLEAN AND FREE OF OILS, DIRT, CONCRETE, AND BURRS. LEVELING NUTS AND WASHERS SHALL BE THREADED ONTO THE ANCHOR BOLTS TO THE SPECIFIED HEIGHT. A THIN COATING OF WAX SHALL BE APPLIED TO THE TOP NUT AND/OR BOLT. AFTER INSTALLING THE POLE, ALL NUTS SHALL BE BROUGHT INTO CONTACT WITH THE BASE. THE TOP NUTS SHALL BE TIGHTENED TO A SNUG CONDITION. SNUG IS DEFINED AS "THE FULL FORCE OF AN ORDINARY PERSON USING AN ORDINARY SPUD WRENCH." THE NUTS SHALL THEN BE TURNED AN ADDITIONAL 30° (+15°-0°). LOCKING (SPLIT) WASHERS SHALL NOT BE USED.
- NO GROUT** SHALL BE INSTALLED.
- SKIRT:** THE ALUMINUM SKIRT SHALL CONFORM TO 3003, H-14 SPECIFICATIONS. THE SKIRT SHALL FIT TIGHT WITH BASE PLATE AFTER INSTALLATION. CORNERS SHALL HAVE SAME RADIUS AS BASE PLATE CORNERS. THERE SHALL NOT BE ANY GAP BETWEEN TOP OF FOUNDATION AND BASE PLATE.

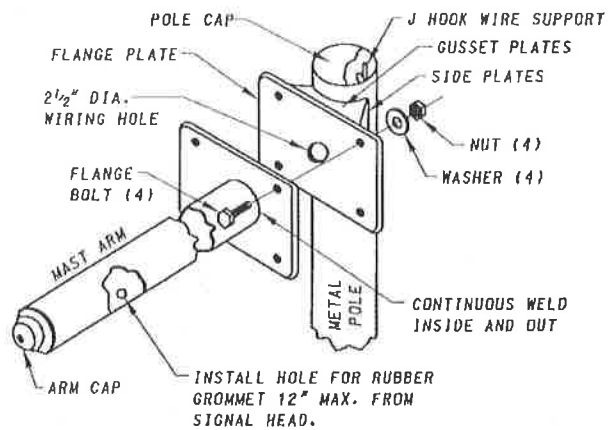
SPECIFICATION 818	CATEGORY CODE ITEMS	Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES METAL POLE (STRAIN AND MAST ARM) MOUNTING DETAIL	
APPROVED			
DIRECTOR - OFFICE OF TRAFFIC AND SAFETY		STANDARD NO. MD 818.01	
SHA State Highway Administration			
APPROVAL - SHA	APPROVAL - FEDERAL		
REVISIONS	HIGHWAY ADMINISTRATION		
APPROVAL 7-1-94	APPROVAL 7-1-94		
REVISION 5-17-07	REVISION 5-2-07		
REVISION	REVISION		
REVISION	REVISION		

REFERENCED ON: MD 801.01

ATTACHMENT I

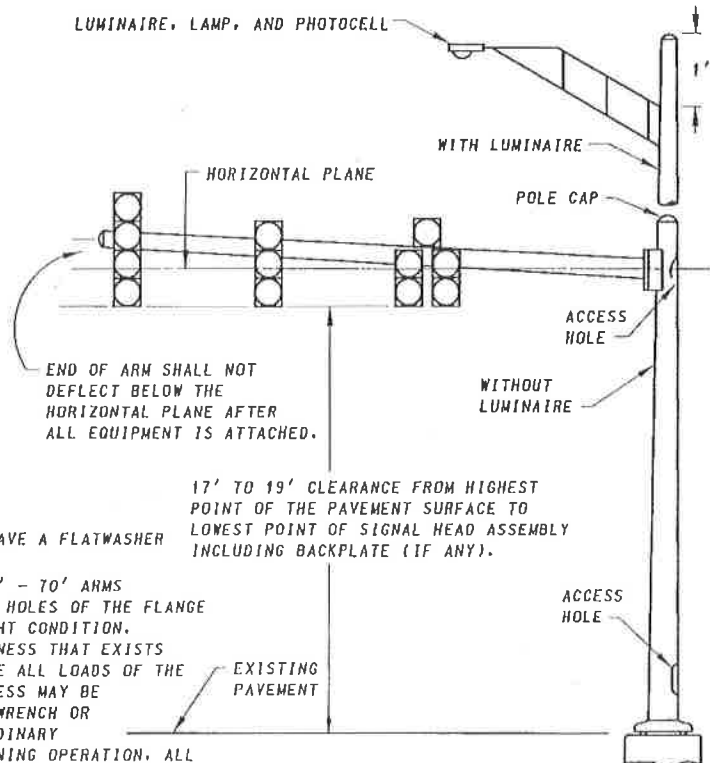


UP TO 50' MAST ARMS



GREATER THAN 50' MAST ARMS

ARM AND SIGNAL ATTACHMENT



NOTES:

1. ALL HIGH STRENGTH (A 325) BOLTS SHALL HAVE A FLATWASHER UNDER THE ELEMENT TO BE TURNED.
2. FLANGE BOLT TORQUE REQUIREMENTS (FOR 60' - 70' ARMS ONLY) : BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE FLANGE CONNECTION AND BROUGHT UP TO A SNUG TIGHT CONDITION. SNUG TIGHTENING IS DEFINED AS THE TIGHTNESS THAT EXISTS WHEN THE PLIES ARE IN FIRM CONTACT WHILE ALL LOADS OF THE ARM ARE BEING RELEASED. ADEQUATE TIGHTNESS MAY BE OBTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A PERSON USING AN ORDINARY SPUD WRENCH. FOLLOWING THIS SNUG TIGHTENING OPERATION, ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED BY HALF (1/2) TURN ($\pm 30^\circ$).

MAST ARM AND COMBINATION LUMINAIRE /MAST ARM POLE

SPECIFICATION 818	CATEGORY CODE ITEMS										
APPROVED	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY										
SHA State Highway Administration	<table> <tr> <th>APPROVAL • SHA REVISIONS</th><th>APPROVAL • FEDERAL HIGHWAY ADMINISTRATION</th></tr> <tr> <td>APPROVAL 7-1-94</td><td>APPROVAL 7-1-94</td></tr> <tr> <td>REVISED 5-17-07</td><td>REVISED 5-2-07</td></tr> <tr> <td>REVISED</td><td>REVISED</td></tr> <tr> <td>REVISED</td><td>REVISED</td></tr> </table>	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	APPROVAL 7-1-94	APPROVAL 7-1-94	REVISED 5-17-07	REVISED 5-2-07	REVISED	REVISED	REVISED	REVISED
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION										
APPROVAL 7-1-94	APPROVAL 7-1-94										
REVISED 5-17-07	REVISED 5-2-07										
REVISED	REVISED										
REVISED	REVISED										

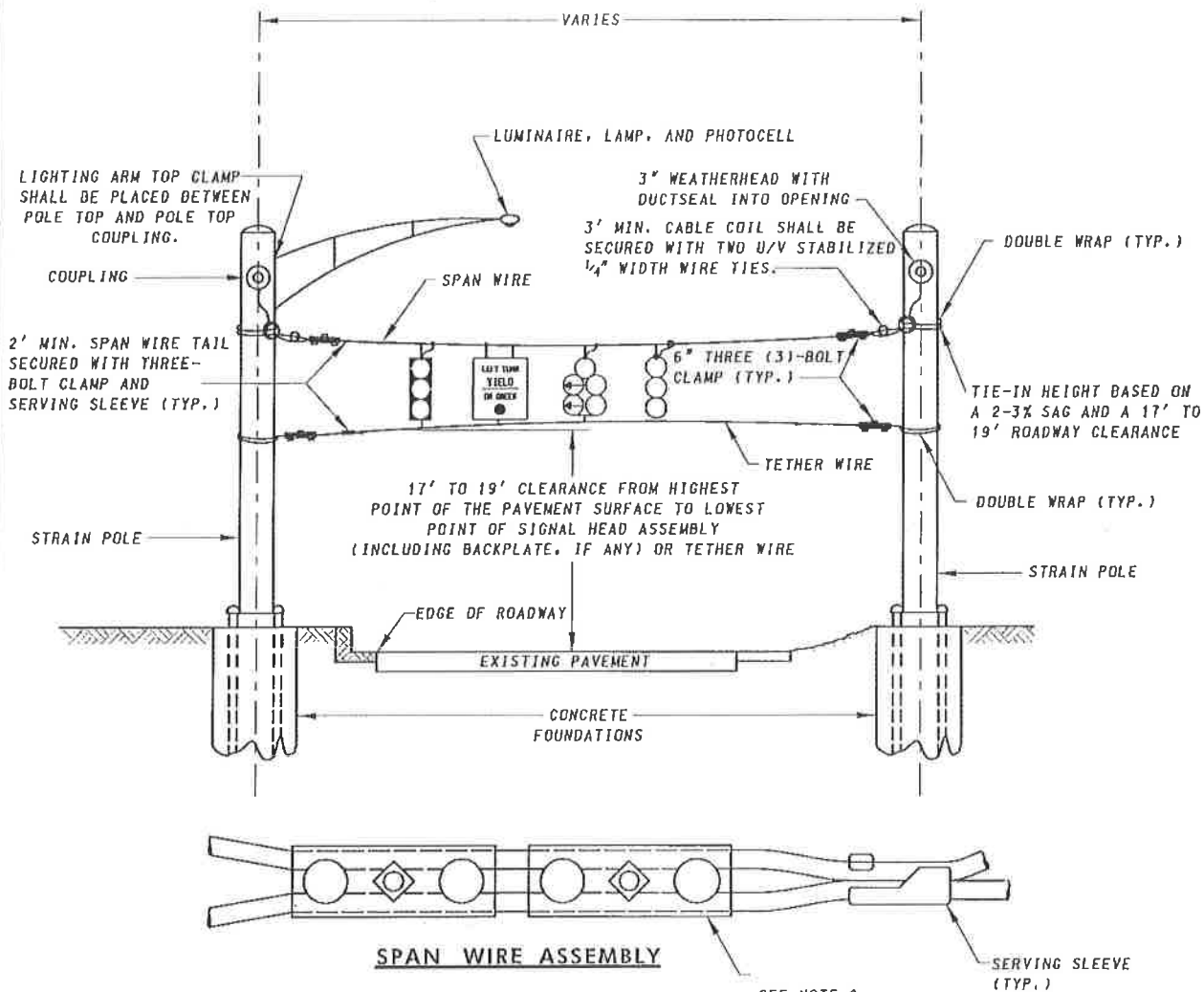
Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

MAST ARM POLE DETAILS

STANDARD NO.

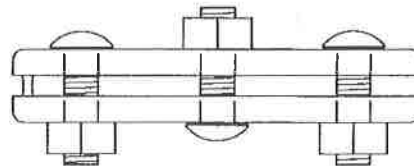
MD 818.02

ATTACHMENT J





NOTES:

1. SPAN WIRE RINGS SHALL BE 3" MIN. DIA. OR MAX. 50% FILL (WHICHEVER IS LARGER) AND HAVE 8" MAX. SPACING.
2. SPAN WIRE MOUNTED, OPTICALLY PROGRAMMED SIGNAL HEADS, FIVE (5) SECTION SIGNAL HEADS, ALL POLYCARBONATE SIGNAL HEADS, AND SIGNS GREATER THAN 36" x 42" SHALL BE BOTTOM TETHERED WITH 1/4" SPAN WIRE.
3. POLES SHALL BE RAKED AS SPECIFIED BY THE PROJECT ENGINEER.
4. POLE PLACEMENT FOR:
 - A. CLOSED SECTION - MIN. OF 2' FROM THE FACE OF THE POLE TO THE FACE OF THE CURB.
 - B. OPEN SECTION - MIN. OF 6' FROM THE FACE OF THE POLE TO THE ROAD EDGE PAVEMENT MARKING.
5. SPAN WIRE SHALL BE PLACED UNDER ALL RISERS.
6. SPAN WIRE SHALL BE 3/8" SEVEN (7)-WIRE GAL. STEEL STRAND. (STRENGTH SHALL BE SIEMENS-MARTIN 6.950 LBS.)
7. TETHER WIRE SHALL BE 1/4" SEVEN (7)-WIRE GAL. STEEL STRAND. (STRENGTH SHALL BE SIEMENS-MARTIN 3.150 LBS.)
8. TWO (2) THREE-BOLT CLAMPS SHALL BE USED FOR SPANS GREATER THAN 150 FEET.



3-BOLT CLAMP

SPECIFICATION 818	CATEGORY CODE ITEMS	
APPROVED		
	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY	
	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 7-1-94	APPROVAL 7-1-94
	REMOVED 5-17-07	REMOVED 5-2-07
	REMOVED	REMOVED
	REMOVED	REMOVED

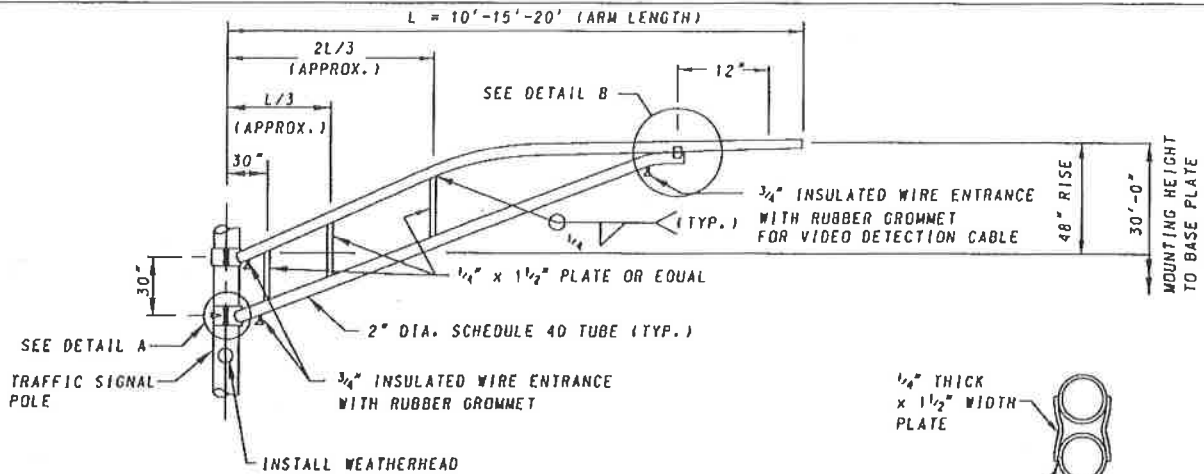
Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

PLACEMENT OF STRAIN POLE AND INCIDENTAL HARDWARE

STANDARD NO.

MD 818.04

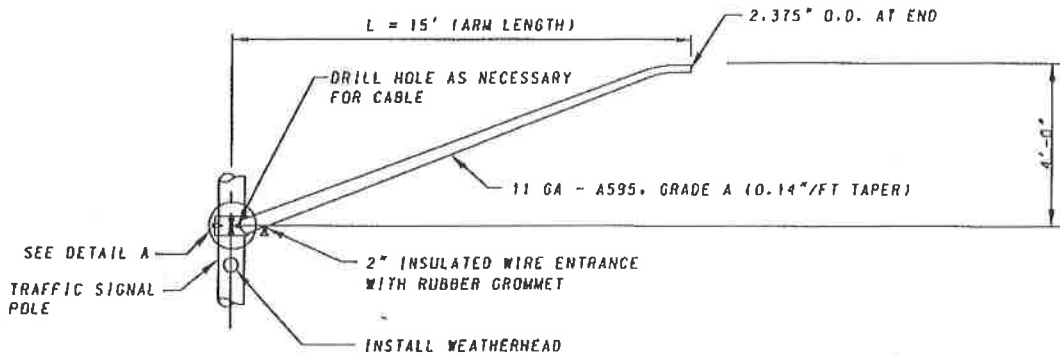
ATTACHMENT K



LIGHTING ARM

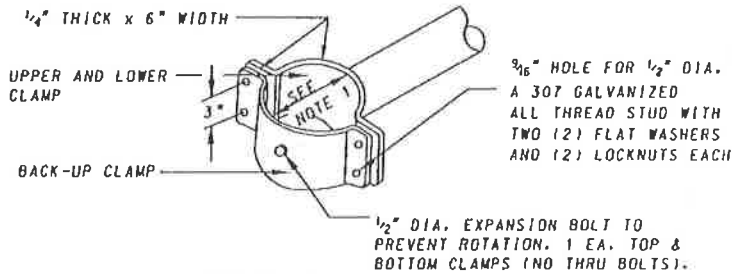
LIGHTING ARM SHALL BE USED FOR LUMINAIRE INSTALLATION OR COMBINATION LUMINAIRE/VIDEO DETECTION INSTALLATION.

DETAIL B



VIDEO DETECTION CAMERA ARM


VIDEO DETECTION ARM SHALL BE USED FOR VIDEO DETECTION INSTALLATION ONLY.



DETAIL A

NOTES:

1. CONTRACTOR SHALL VERIFY CLAMP DIAMETER TO CORRESPOND TO EXISTING OR PROPOSED STRUCTURE DIAMETER.
2. ALL CLAMPS AND BARS SHALL CONFORM TO A 709, GR36.
3. ALL TUBES SHALL CONFORM TO A 53 GR.8 OR A 501 UNLESS NOTED OTHERWISE.
4. ARM ASSEMBLY SHALL BE GALVANIZED PER A 123 AFTER FABRICATION.
5. ANY ALTERNATE DESIGN SHALL BE STRUCTURALLY EQUIVALENT.
6. STUDS SHALL NOT BE CUT IN THE FIELD.
7. SINGLE TUBE ARM SHALL BE USED FOR VIDEO DETECTION CAMERA INSTALLATION ONLY.
8. TRUSS ARM SHALL BE USED FOR LUMINAIRE INSTALLATION ONLY.

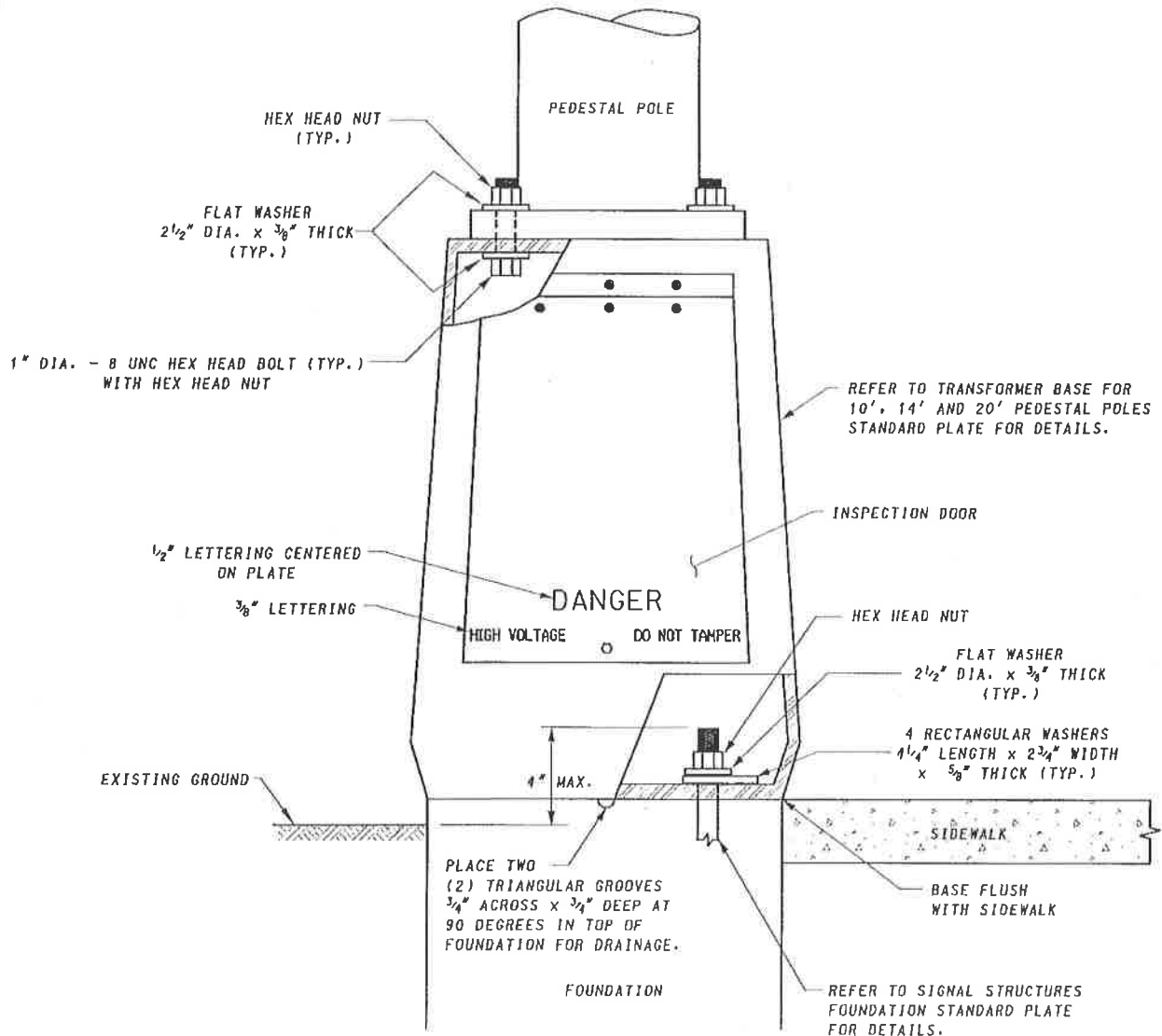
SPECIFICATION 806, 808	CATEGORY CODE ITEMS										
APPROVED											
	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY										
SHA State Highway Administration	<table> <tr> <td>APPROVAL • SHA REVISIONS</td><td>APPROVAL • FEDERAL HIGHWAY ADMINISTRATION</td></tr> <tr> <td>APPROVAL 7-1-94</td><td>APPROVAL 7-1-94</td></tr> <tr> <td>REVISED 3-22-10</td><td>REVISED 12-22-09</td></tr> <tr> <td>REVISED</td><td>REVISED</td></tr> <tr> <td>REVISED</td><td>REVISED</td></tr> </table>	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION	APPROVAL 7-1-94	APPROVAL 7-1-94	REVISED 3-22-10	REVISED 12-22-09	REVISED	REVISED	REVISED	REVISED
APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION										
APPROVAL 7-1-94	APPROVAL 7-1-94										
REVISED 3-22-10	REVISED 12-22-09										
REVISED	REVISED										
REVISED	REVISED										

Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES LIGHTING ARM AND VIDEO DETECTION CAMERA ARM PLACED ON TRAFFIC SIGNAL POLES

STANDARD NO.



MD 818.20

ATTACHMENT L



NOTES:

1. REFER TO BREAKAWAY POLES ADJUSTMENT FOR GROUND SLOPES STANDARD PLATE FOR DETAILS FOR VARIOUS GROUND SLOPES.
2. THE TOP OF THE FOUNDATION SHALL NOT BE PAINTED.

SPECIFICATION 818, 821	CATEGORY CODE ITEMS
APPROVED	
	DIRECTOR - OFFICE OF TRAFFIC AND SAFETY
	APPROVAL - SHA REVISIONS
	APPROVAL - FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 7-1-94
	REVISION 5-17-07
	REVISION 5-2-07
	REVISION
	REVISION

Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION

STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES

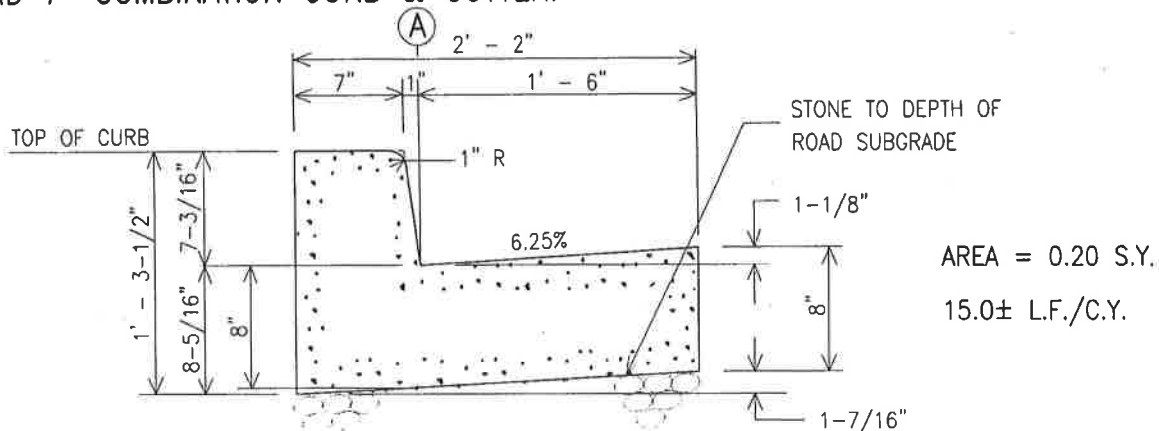
BREAKAWAY TRANSFORMER BASE FOR SIGNAL STRUCTURE

STANDARD NO.

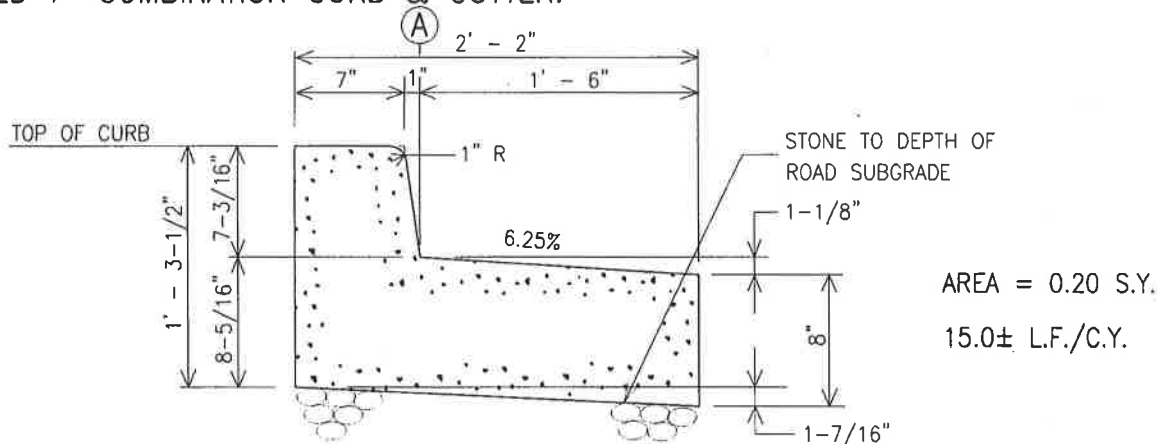
MD 821.01

ATTACHMENT M

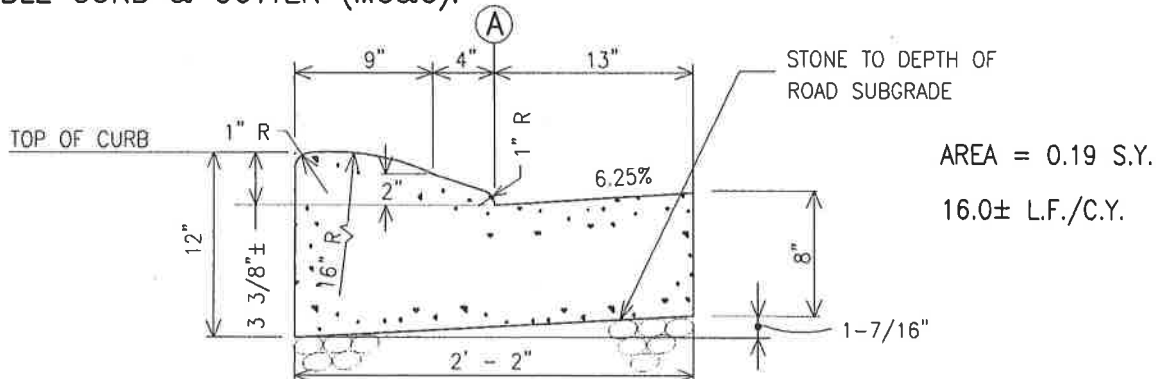
STANDARD 7" COMBINATION CURB & GUTTER:



REVERSED 7" COMBINATION CURB & GUTTER:



MOUNTABLE CURB & GUTTER (MC&G):



NOTES:

1. TRANSITION MC&G TO STANDARD 7" COMBINATION CURB & GUTTER OR TO STANDARD COMBINATION INLET CURB PIECE THROUGH 4 LINEAR FEET. VARY INLET HEADPIECE TOP ELEVATION AS REQUIRED TO MAINTAIN FLOW LINE.
2. MIX #2 CONCRETE WITH 25% OR LESS GROUND IRON BLAST FURNACE SLAG UNLESS OTHERWISE SPECIFIED ON PLANS.
3. THIS DETAIL INCORPORATES FORMER DETAILS R-21 AND R-21A.
4. MC&G SHALL NOT BE USED WHERE SIDEWALK IS TO BE PLACED ADJACENT TO THE CURB.

(A) FACE OF CURB & FACE OF INLET CURB PIECE



APPROVAL
DIRECTOR
BUR. OF ENGINEERING/CONSTRUCTION
DATE
2-22-06

DEPARTMENT OF PUBLIC WORKS
ROAD & STREET DETAILS

CONCRETE COMBINATION
CURB AND GUTTER

ISSUED: OCTOBER 1977
REVISED: MAY 1985
REVISED: JUNE 2005

PLATE

R-21