

**ANNE ARUNDEL COUNTY, MARYLAND  
DEPARTMENT OF PUBLIC WORKS**



**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**TASK ORDER CONTRACT**

**CONTRACT NO: H4786156-TO  
PROJECT NO: H478600**

**PROJECT MANUAL**

*Blake Lightcap*

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Professional Certification: I hereby certify that these documents were Prepared or approved by me and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License No. 50351  
Expiration Date: 12/20/2024

**BUREAU OF HIGHWAYS  
INFRASTRUCTURE MANAGEMENT DIVISION**

**MARCH 2024**

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**ANNE ARUNDEL COUNTY**

**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**Proposal No. H4786156-TO  
Project No.:H478600**

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## NOTICE TO CONTRACTORS

### *Prevailing Wage or Local Hiring Compliant Capital Improvement Contract*

**Proposal No.: H4786156-TO**

**Project No.:H478600**

Sealed bids, addressed to Anne Arundel County, Bid No. H4786156-TO, for Bituminous Surface Treatment Program- Countywide for the Department of Public Works will be received until 1:30 P.M. local time, Tuesday, **April 16, 2024**, electronically through the County's PORT system, after which they will be opened and publicly read via ZOOM.com. You may join the Zoom meeting for the date and time set on the solicitation. However, the reading of bids will begin approximately 15 minutes after the deadline for submitting them to give staff enough time to assemble the bid responses. Please join the bid opening using the credentials listed below:

Join URL: <https://zoom.us/j/172858269>

Meeting ID: 172 858 269

**Password: 0**

Dial by your location

+1 312 626 6799 US

+1 301 715 8592 US

+1 669 219 2599 US

+1 669 900 6833 US

888 475 4499 US Toll-free

877 853 5257 US Toll-free

The Work includes the following major items:

Surface treatment, Fog seal and Crack Seal of roads throughout Anne Arundel County, including necessary maintenance of traffic to perform work.

The Work is subject to the prevailing wage or local hiring laws of Anne Arundel County as more specifically set forth by law and by County policy. The Contractor and any subcontractor must submit the appropriate Wage Requirements Law and Local Hiring forms found at: <https://www.google.com/url?q=https://www.aacounty.org/departments/central-services/purchasing/prevailing-wage-law/index.html> Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal and bid to be unacceptable under County law, and the bid may be rejected.

On or after **March 25, 2024**, Plans and Specifications may be downloaded from the Anne Arundel County Purchasing website <https://www.aacounty.org/PORT>. Plans will only be distributed via the web site.

To all contractors, the Anne Arundel County Purchasing Office now has bid results for Capital Construction Projects on the County's web page. Contractors can access it by entering the following web address: <https://www.aacounty.org/departments/central-services/purchasing/bid-results/index.html>

This Contract will be constructed under the provisions of the Anne Arundel County Government January, 2001 "Standard Details and Specifications for Construction" and any subsequent revisions thereto.

The cost range for this Project is: Between \$500,000 to \$1,000,000.

### **PREVAILING WAGE**

The County's prevailing wage and local hiring laws, as found at §8-2-115 and 8-2-116, as amended of the County Code, and the State of Maryland's prevailing wage laws, apply to certain capital improvement contracts and capital projects. See also Anne Arundel County Council Bill 72-21, as amended. To the extent applicable, the County's prevailing wage requirements are enumerated in the "Prevailing Wage Requirements for Capital Improvement Contracts Addendum to the General Conditions of Contract between County and Contractor" and apply to the Work. If applicable to this Contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof. The Contractor and its subcontractors must comply with all of the auditing, reporting requirements of the law on an ongoing basis or will be subject to penalties, including, but not limited to liquidated damages claims from both improperly paid employees of the Contractor and its subcontractors and the County.

### **EQUAL OPPORTUNITY**

It is the policy of Anne Arundel County, Maryland, to ensure equal employment opportunity for all persons, and to ensure that minority and women-owned business enterprises have the maximum opportunity to participate in the performance of all county contracts for supplies and services.

### **NON-DISCRIMINATION IN EMPLOYMENT**

THE CONTRACTOR OR ANY SUBCONTRACTOR MAY NOT DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, ANCESTRY, HANDICAP, AGE OR MARITAL STATUS.

On Tuesday April 2, 2024 at 10:30.a.m local time, a Pre-Bid conference will be held at the Department of Public Works, Heritage Office Complex, 2662 Riva Road, Annapolis, MD 21401. ALL VISITORS must check in with the first floor security guard for the meeting location. Anyone who plans to attend the Pre-Bid conference must provide their name, and their Company's name, to the County's Project Manager in advance, in order to be permitted access to the building. The intent of this conference is to clarify the Plans and Specifications advertised and intended for bidding purposes. All potential bidders are requested to attend this conference. However, attendance is not a requirement of the Contract.

**FOR ADA ACCESSIBILITY ASSISTANCE ONLY:** Anyone needing special ADA accommodations for the Pre-Bid conference must contact Joelle Ridgeway at 410-222-4383, or by email to [agridg24@aacounty.org](mailto:agridg24@aacounty.org), at least seven days in advance of the event. TTY users, please call via Maryland Relay 7-1-1. All materials are available in an alternative format upon request.

**Questions regarding this Project should be directed to Alis Mouradyan, Senior Engineer, via email at [pwmour22@aacounty.org](mailto:pwmour22@aacounty.org).**

ANNE ARUNDEL COUNTY  
Catrice Parsons  
Purchasing Agent

**ANNE ARUNDEL COUNTY, MARYLAND  
PREVAILING WAGE AND/OR LOCAL HIRING  
CAPITAL IMPROVEMENT AGREEMENT**

**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**Proposal No.: H4786156-TO  
Project No.:H478600**

**INFORMATION TO BIDDERS**

Sealed bids, addressed to the Purchasing Agent, Anne Arundel County, Maryland, for construction of the **H4786156-TO:Bituminous Surface Treatment Program- Countywide** as shown on drawings on file in the Office of the Department of Public Works, Heritage Office Complex, 2662 Riva Road, Annapolis, Maryland 21401 will be received electronically through the County's PORT system until **Tuesday, April 16 at 1:30 p.m.** after which they will be opened and publicly read via ZOOM.com You may join the ZOOM meeting for the date and time set on the solicitation. However, the reading of bids will begin approximately 15 minutes after the deadline for submitting them to give staff sufficient time to assemble the bid responses. Please join the bid opening using the credentials listed below:

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888 475 4499 US Toll-free

877 853 5257 US Toll-free

TTY users, please call via Maryland Relay 7-1-1. All materials are available in an alternative format upon request.

THE RIGHT IS HEREBY RESERVED TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES, AS THE INTERESTS OF THE COUNTY MAY REQUIRE.

All work to be performed under this Project shall be done under strict compliance with the Anne Arundel County Government January 2001 "Standard Details and Specifications for Construction" and any subsequent revisions thereto. Copies of Standard Specifications for Construction and Standard Details may be obtained by accessing the Anne Arundel County Department of Public Works website, <http://www.aacounty.org/departments/public-works/engineering/design->



manual/index.html. The Standard Specifications and Details for Construction will only be available via the web site, and it shall be the duty of the Bidder to be familiar with these documents.

In addition, on May 18, 1990, the Commissioner of Labor and Industry adopted, through incorporation by reference to the Maryland Occupational Safety and Health Standards under COMAR 09.12.31 Maryland Occupational Safety and Health Act, amendments and revisions relating to Excavations as published in 54 Federal Register No. 209 (October 31, 1989) pages 45948-45991 and codified in Sub Part 29 CFR 1926.650-1926.652 and Appendices A-F, together with certain amendments. The amendments are found at Maryland Register, Volume 17, issue 6 (Friday, March 23, 1990), pages 746-748. The Commissioner's action is effective May 28, 1990. All holders of the Anne Arundel County Standard Specification and Details for Construction should familiarize themselves with these regulations and be guided accordingly.

## PREVAILING WAGE AND LOCAL HIRING

Under County law, a bid for a contractor to provide certain capital project and capital improvement services may be subject to the Anne Arundel County Code and purchasing regulations regarding compliance with certain wage requirements payable to the Contractor's employees and hiring practices regarding residents of Anne Arundel County. If the awarded contract and/or work to be performed and services to be provided are subject to the prevailing wage law and/or local hiring requirements, the Contractor and all of its subcontractors must comply with the provisions of Anne Arundel County Code §8-2-115 and 8-2-116 and must not retaliate against a covered employee who discloses an illegal or improper action described therein. See Anne Arundel County Bill 72-21, as amended.

An aggrieved covered employee under the prevailing wage and local hiring law is a third-party beneficiary under any applicable capital improvement contract awarded pursuant to this solicitation or that falls under the County's prevailing wage law. An awarded contractor or subcontractor's employee may by civil action recover compensatory damages including interest and reasonable attorney's fees, from the contractor or one of its subcontractors for retaliation if the Contractor or their subcontractor violates the County's prevailing wage laws. The Contractor by submission of their proposal incorporates into any award those required clauses as set forth in the law.

The County will monitor the awarded bidder's compliance with the local hiring and prevailing wage requirements of state and local law. The bidder must submit all documentation necessary to comply with the wage and hiring laws. The awarded bidder will be subject to audits and ongoing reporting requirements, and authorizes the County by submission of their bid to give direction to the contractor to submit required documentation, monitor and inspect the contractor's performance in regards to prevailing wage laws and local hiring requirements to ensure compliance, to receive records upon demand, to prepare required reports and to approve or reject invoices for payment if the awarded bidder does not comply with prevailing wage and local hiring laws, as applicable.

Bids made other than on the attached forms will not be considered. Changes in the phraseology of the bid, additions, or limiting provisions will render the bid irregular and may cause its rejection.

All bids shall include the following forms:

- (1) Anti-collusion and non-bribery affidavit
- (2) Proposal form
- (3) Bid Bond (Bonding Companies must be licensed to do business in the State of Maryland and have complied with the law and the regulations of the U.S. Department of the Treasury and be approved as A Certified Companies or A Certified Reinsurer Companies.)
- (4) List of subcontractors and Equipment Suppliers; and
- (5) *Prevailing Wage and Local Hiring Affidavit*

Failure to complete and submit these forms shall render the proposal irregular and may be cause for rejection of the bid.

The Proposal form shall include the price, in figures, for each item of the proposed work and must be signed on behalf of the bidder. The bidder must examine the drawings, standard specifications, standard details and contract specifications carefully and should make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the drawings or comprised in the Standard Specifications, Standard Details and Contract Specifications, inquiry should be made of the project engineer of the Department of Public Works before the bid is submitted. Submission of the bid shall indicate that the bidder thoroughly understands the drawings and the terms of the specifications. Bidders are especially directed to fill out the "Total Price" column and total their bids, so that the results of the bidding, barring possible arithmetical errors, will be at once known. Any errors in computation will be corrected by the engineer when the bids are canvassed. The County reserves the right to accept alternatives in any order, to award on any bid item or combination of bid items. And to reject all bids if, in the sole determination of the County, it is advantageous to the County to do so. Any errors in computation or math will not invalidate the bid. In case of any discrepancy between the total figure and the correct total of the line items on the bid, the correct total of all line items shall govern and shall become the bid price.

Each bid must be accompanied by a certified check or bid bond acceptable to the County for five percent (5%) of the amount of the bid, payable to Anne Arundel County, Maryland; and unless so accompanied, the bid will not be considered. The check or bid bond will be forfeited to the County as liquidated damages in case the contract, performance bond, and labor and materials bonds are not executed within ten (10) days after receiving the contract for execution.

The list of subcontractors and equipment suppliers to be submitted with the bid need only show certified small business, minority business and women business enterprises, which the bidder intends to use. In the event that the bidder cannot participate, the bidder shall include with the bid a notarized affidavit showing the evidence of the effort made to achieve this goal. Failure to submit the list of subcontractors and equipment suppliers delineating SBE, MBE, and WBE participation and/or the good faith documentation at the time the bid is submitted shall render the bid irregular and may be cause for rejection of the bid. The complete list of subcontractors and suppliers will be required from the apparent low bidder within (10) days of a request by the County.

The experience and equipment certification is to be submitted to the county by the apparent low bidder within ten (10) calendar days after request from the County.

Each bid must include a signed and notarized affidavit concerning sales and use tax. It is the bidder's responsibility to contact the State of Maryland, Comptroller of the Treasury, Retail Sales Tax Division, to determine if any portion of the project is exempt from sales use tax.

THE APPARENT LOW BIDDER MAY NOT WITHDRAW ITS BID WITHIN NINETY (90) DAYS AFTER BID OPENING.

If the bidder, to whom an award is made, shall fail to execute the contract and bonds, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if the bidder were the original party to whom the award was made; or the county may reject all of the bids, as its interests may require.

The County will hold the checks and/or bid bonds submitted by all bidders with their bids, until the execution and delivery of the contract and bonds whereupon they shall be returned.

As required by the Maryland Law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessments and Taxation as a condition precedent to the award of a contract.

If the contractor is a corporation, the contract shall be accompanied by a copy of the corporate resolution authorizing the officer of said corporation, whose name appears on the contract, to execute the contract. If a person other than an officer is designated, it must be stated under oath that the person is the agent of the corporation and is duly authorized to act on behalf of the corporation.

The Bidder must perform **fifty percent (50%)** of the work with his own forces.

Bidders are further reminded of State Finance and Procurement Article, Section 17-106 Annotated Code of Maryland, which provides:

Before a contractor receives a progress or final payment under a contract covered by payment security, the contractor shall certify, in writing that, in accordance with contractual agreements, suppliers, and subcontractors:

- (1) Have been paid from the proceeds of previous progress payments; and
- (2) Will be paid in a timely manner from the proceeds of the progress or final payment currently due.

The contractor shall make available, at any time to the County, the contractor's records for the purpose of auditing and/or verifying the contractor's costs in connection with negotiated contracts, change order, or other amendments to the contract.

Non-Discrimination Clauses:

Contractor shall comply with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations 41 CFR Part 60.

The Contractor agrees not to discriminate in any manner against any employee or applicant for employment because of race, creed, color, or national origin; and, is obligated to include a similar requirement in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the contractor and all subcontractors shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

Where the Contractor willfully fails to comply with the non-discrimination provisions, the County may, where the Contract is still executory in part, compel continued performance of the Contract, but the County shall be liable only for the reasonable value of services performed and materials supplied from the date that the breach of contract was discovered, and any sums previously paid by the County under the Contract shall be set off against the sums to become due as the Contract is performed.

If any subcontractor willfully fails to comply with the non-discrimination provisions, the Contractor may void the subcontract and shall be liable only for the reasonable value of the services performed and materials supplied to the date of the voiding of the subcontract.

As to all contracts for materials, supplies, maintenance, services or other procurements except building construction services, the vendor agrees not to discriminate in any manner against any employee or applicant for employment because of race, creed, color, national origin, or sex. Any Contract with the County requiring subcontracts shall include similar requirements in each subcontract. The Contractor further agrees to comply with all applicable federal, state, and local laws and executive orders relating to equal employment opportunity.

Equal Opportunity Clause:

It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County Contracts for supplies and services.

**ANNE ARUNDEL COUNTY, MARYLAND**  
**SOLICITATION CHECKLIST**

**Proposal No.: H4786156-TO**  
**Project No.:H478600**

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**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

\_\_\_\_\_ Bid Response/Proposal shall be delivered to the County Purchasing Department via PORT no later than the date and time shown in the Solicitation. Did you visit our website at (<https://www.aacounty.org/PORT>) for any addenda, which may have been posted to our website.

\_\_\_\_\_ Did an authorized company representative sign the Bid Response Form?

\_\_\_\_\_ Did an authorized company representative sign and notarize the Affidavit form(s)?

\_\_\_\_\_ Did you include the required signature authority documents, if required?

\_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to [www.dat.maryland.gov](http://www.dat.maryland.gov).

\_\_\_\_\_ If this Solicitation requires a Bid/Proposal bond, did you include one?

\_\_\_\_\_ Did you include Page B7-1 listing the minority subcontractors and equipment suppliers you intend to use, or a notarized affidavit showing the evidence of the effort made to include SBE, MBE and/or WBE participation in your bid?

\_\_\_\_\_ Did you read the prevailing wage and local hiring laws and County guidelines?

\_\_\_\_\_ Did an authorized signatory sign and agree to the Prevailing Wage and Local Hiring Affidavit?

**MANDATORY REQUIREMENTS**

The following item(s) are **MANDATORY** and shall be submitted, in fully executed format, with Bid Response/Proposal in order to be considered for an award. If the following item(s) are not submitted with the Bid Response/Proposal, the Bid/Response/Proposal shall be considered null and void, and therefore, will be rejected.

- (A) Bid Bond or Certified Check (5%)

ANNE ARUNDEL COUNTY

**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**Proposal No.: H4786156-TO**

**Project No.: H478600**

**AFFIDAVIT**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm,  
(Contractor)

under penalty of perjury, that to the best of my knowledge, information, and belief:

1. Neither \_\_\_\_\_, nor any of its officers, directors, or  
(Contractor)  
partners, or any of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

(b) been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; or

(c) been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

2. \_\_\_\_\_ shall not knowingly enter into a contract  
(Contractor)  
with a public body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither \_\_\_\_\_, nor any employee or  
(Contractor)  
representative of \_\_\_\_\_ :  
(Contractor)

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

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

4. The Contractor/Bidder/Offeror:

(a) Is not currently identified on the list created by the Maryland State Board of Public works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; and

(b) Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Contractor/Bidder/Offeror's investment activities in Iran.

Contractor/Bidder/Offeror: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_, County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission expires: \_\_\_\_\_.

**ANNE ARUNDEL COUNTY  
PREVAILING WAGE AND LOCAL HIRING**

**AFFIDAVIT**

***BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE***

**Proposal No.: H4786156-TO**

**Project No.: H478600**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm,  
*(Contractor)*  
under penalty of perjury, that to the best of my knowledge, information, and belief:

1. I have submitted all documentation in accordance with Anne Arundel County Code 8-2-115 and 8-2-116 regarding the prevailing wage laws and requirements of the Prevailing Wage guidelines located at (<https://www.aacounty.org/departments/central-services/purchasing/prevailing-wage-law/>), and that I have read and agree to all provisions of said law, as amended, and have a continuing obligation to be compliant with any changes to the law.

2. \_\_\_\_\_ shall not knowingly provide any false information relating to payroll documentation and or hiring of local employees for capital improvement contracts that are subject to the prevailing wage and/or local hiring laws of Anne Arundel County. I further attest and certify that all documentation relating to the same will be accurate and complete and will remain accurate and complete on an ongoing basis, and will reflect the payroll and/or local hiring status of contractors, subcontractors, apprentices, and independent contractors performing work for the Contract (contract number \_\_\_\_\_). I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of myself and all subcontractors and parties performing work pursuant to this Contract.

3. I certify and attest that I am an officer or agent of the Contractor or subcontractor who supervises the payment of employees. I understand and agree that all documentation related to prevailing wages and/or local hiring required by law shall be submitted to Anne Arundel County's Prevailing Wage Director or their designee before any surety is released or final payment due under the terms of the Contract is made.

4. I further certify and attest that I will have personal knowledge of the wages paid to all employees of \_\_\_\_\_ for work performed on the Contract and of all of the hours worked, and that I am an authorized agent of the Contractor and assume responsibility for my actions.



5. I further certify and attest that \_\_\_\_\_ will comply with prevailing wage rates set by the State of Maryland as the same apply to the Contract and are a part of the bid documents and Contract, and that \_\_\_\_\_ will comply with applicable local hiring requirements.

6. I attest and certify that, if the Contract is subject to the local hiring requirement under 8-2-116 of the Anne Arundel County Code, \_\_\_\_\_ will make best efforts to ensure that residents of Anne Arundel County constitute 51% of the new hires made for the Contract, subject to all exceptions allowable by law and regulation.

7. I certify and attest that, if the contract is subject to prevailing wage requirements, no rebates or deductions will be made, directly or indirectly, from any wages paid in connection with the Contract, other than those provided for by law.

8. I certify and attest that, if awarded the Contract and if the Contract is subject to prevailing wage law, I will submit certified payroll to the County through its Prevailing Wage software in accordance with Anne Arundel County Code 8-2-115.

\_\_\_\_\_  
Contractor/Bidder/Offeror

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
License Number

**ANNE ARUNDEL COUNTY, MARYLAND**

**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**Proposal No. H4786156-TO  
Project No.:H478600**

**PROPOSAL**

Made this \_\_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_

Business

Address:\_\_\_\_\_

We/I the undersigned Bidder declare that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this Proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this Proposal is made without any connection or collusion with any other person, firm, or corporation making a Proposal for the same work; the undersigned further certifies that they have received Drawings, Specifications, Addenda (if any), and copy of this Proposal and that they constitute all instruments for bidding this contract, and that the Specifications, form of contract and the Drawings, therein referred to, have been carefully examined and are understood; that as careful an examination has been made of the worksite as is necessary to become informed as to the character and extent of the work required; and that is proposed and agreed, if the Proposal is accepted, to Contract with Anne Arundel County, Maryland, in the form of contract hereto attached, to do the required work in the manner set forth in the Specifications and as shown by the Drawings.

If this Proposal shall be accepted by Anne Arundel County, Maryland and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same and to give the stipulated Bond, then said County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and the acceptance thereof shall be null and void, and the deposit accompanying the Proposal shall be forfeited and paid as liquidated damages to the County. The base bid, unit prices and alternatives on the attached and signed Proposal Form are to include and cover the furnishing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the Specifications and on the Contract Drawings within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

The successful Bidder shall be required to submit a list containing all parties to which he intends to subcontract any portion of the work. The list shall contain the subcontractor's name, address, work to be sublet and business telephone number.

(NOTE: The Bidder or Bidders must sign here and the address of each must be given. In the case of firms, the firm name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. The seal of the corporation shall be affixed. Telephone number to be listed).

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, or duly authorized agent, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the Proposal.

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We/I will submit within ten (10) days of request by the county, the Experience and Equipment Certification specified and further understand and are/am aware that the work will be awarded to an approved organization which is properly constituted in experience, capital and equipment.

Prior to, or following, the award of this Contract, the Owner or Engineer may request that We/I supply him with whatever information is needed by him in order to become better familiarized with any of the subcontractors and/or equipment suppliers. It is further stipulated that no change in the names of those persons or organizations will be made unless written application is made with justification and prior approval is granted. It is further agreed that the apparent low bidder will submit within 10 days of a request by the county a detailed list of all subcontractors and equipment suppliers including anticipated dollar values.

We/I agree to accept as full compensation the unit prices stipulated for the contingent construction items that are incorporated into the work by direction of the Engineer in the field.

**ANNE ARUNDEL COUNTY  
DEPARTMENT OF PUBLIC WORKS  
ANNAPOLIS, MARYLAND**

**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**Proposal No. H4786156-TO  
Project No.:H478600**

**DATE:** \_\_\_\_\_

This is to certify that \_\_\_\_\_ has received Addendum No. \_\_\_\_\_ through \_\_\_\_\_ and this bid reflects the changes created by these addenda.

THE CONTRACTOR OR ANY SUBCONTRACTOR ON THIS WORK WILL BE REQUESTED TO COMPLY WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY" AS AMENDED BY EXECUTIVE ORDER 11375, AND AS SUPPLEMENTED IN U.S. DEPT. OF LABOR REGULATIONS (41 CRF PART 60).

Bidder's Names: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_

ITEM	ITEM ID	SPEC	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
1	109040	28	Pavement Marking Removal	LF		116,000	
2	109041	28	Pavement Symbol Removal	SF		200	
3	109021	29	Temporary Pavement Marking, 4" Paint	LF		60,000	
4	107120	31	Bituminous Pavement Crack Sealing	LB		24,000	
5	107150	32	Bituminous Surface Treatment Program	SY		140,000	
6	101060	33	Mechanical Vacuum Sweeping	HR		50	
7	107160	34	Bituminous Pavement Fog Sealing Program	SY		80,000	
8	999001	35	Liquid Asphalt Cement*	EA	\$1.00	18,000	\$18,000.00
9	109010	36	Thermoplastic Pavement Markings 4"	LF		116,000	
10	109011	37	Thermoplastic Pavement Markings Symbol	SF		200	
11	998000	38	Miscellaneous Materials*	EA	\$1.00	9,100	\$9,100.00

\*Fixed Price – Cost Established by AACO

TOTAL BASE BID: (Line Items 1-11) \_\_\_\_\_  
 \$ \_\_\_\_\_

BID PRICE MUST BE WRITTEN AND SHOWN IN NUMBERS, IN CASE OF DISCREPANCY THE WRITTEN AMOUNT WILL SUPERSEDE.

The initial term will be June 1, 2024 to May 31, 2029.  
 Liquidated damages shall be 0.02 percent (0.02%) of the task request total amount per calendar day.

Basis of Award

The award of the Contract shall be in accordance with Section GP 3.0 of the Anne Arundel County Government January 2001 "Standard Details and Specifications for Construction" and any subsequent revisions thereto and based on the lowest responsive and responsible bidder's total base bid (Items 1-11).

\_\_\_\_\_  
 (Bidder)

By: \_\_\_\_\_  
 (Title)

In accordance with the County Code, Article 8-2-117(a)7, please list any affiliation with a County employee(s) or official(s) (Write "none" if there are no affiliations.):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **CONTRACT**

Project No. H478600  
Proposal No. H4786156-TO

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_ the year \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the **CONTRACTOR**, and **ANNE ARUNDEL COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter called the **COUNTY**.

### **I. CONTRACT DOCUMENTS.**

The Contract Documents consist of Proposal No. H4786156-TO, Information to Bidders, including Special Provisions; Contractor's Proposal dated \_\_\_\_\_ on file in the office of the Department of Public Works, Anne Arundel County Standard Specifications for Construction and Standard Details and Revisions thereto, as adopted by the Department of Public Works. These documents are incorporated into and collectively constitute the Contract.

### **II. THE WORK.**

This contract is a competitively bid, firm fixed-price indefinite quantity contract. It includes a collection of unit price items related to the countywide Bituminous Surface Treatment Program. The County will issue Purchase Orders to the Contractor for the Scope of Works specified in the individual Purchase Orders issued. Work on any Purchase Order shall not commence until a Notice to Proceed is issued by the County. Contractor will provide all labor and materials to perform the projects, and will construct the projects in accordance with each Purchase Order and the Contract Documents.

**III. TIME OF COMMENCEMENT AND COMPLETION**

Performance time shall be specified in each individual Purchase Order issued under this Contract. For each and every calendar day that the Contractor is in default of completing the work within the time required by each Purchase Order, Contractor shall pay the County the sum of 0.02 percent (0.02%) of the task order request amount, which sum is hereby agreed upon as liquated damages, not as a penalty, as set forth in the Standard Specifications.

**IV. CONTRACT AMOUNT.**

The maximum annual amount payable under this contract is \$ 1,500,000. The quantities appearing in the Bid Schedule are approximate only and were prepared for the canvassing of bids. Payment to the Contractor will be made only for the actual quantities of items requested and furnished in accordance with each Purchase Order, and it is understood that the scheduled quantities of items to be furnished may be increased, diminished, or omitted without in any way invalidating prices bid. The County agrees that it shall pay the Contractor pursuant to each Purchase Order issued, and in accordance with the Standard Specifications.

**V. MISCELLANEOUS**

1. Contractor and the County do hereby covenant and agree that this Contract constitutes a contract under seal and that they intend the 12-year statute of limitations period to apply as set forth in Courts & Judicial Proceeding Article, §5-102, Annotated Code of Maryland.

2. The Contractor does hereby nominate and appoint \_\_\_\_\_, who actually resides at, \_\_\_\_\_, who will accept service both before and after completion of the Contract and under no circumstances, is the Contractor to have the right to withdraw or revoke the agency without the prior written permission of the County.

3. The Contractor hereby agrees that it shall comply with the Anne Arundel County Prevailing Wage Law and Local Hiring Requirements, as set forth in Sections 8-2-115 and 8-2-116 of the Anne Arundel County Code. The Contractor certifies that it has familiarized itself with and shall comply with the policies, procedures, and information set forth in the applicable Project Manual, including Notice to Contractors, Information to Bidders, and the Appendix entitled Prevailing Wage and Local Hiring Requirements.

**IN WITNESS WHEREOF**, Said \_\_\_\_\_, the Contractor, has hereunto set (his) (its) hand and affixed (his) (its) corporate seal, and the County has caused these presents to be signed and the County has caused its corporate seal to be hereunder affixed, duly attested by the Secretary of the County.

\_\_\_\_\_(SEAL)  
Contractor

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_(SEAL)  
Contractor

\_\_\_\_\_  
Print Name and Title

**ANNE ARUNDEL COUNTY, MARYLAND**

\_\_\_\_\_(SEAL)  
Christine M. Anderson Date  
Chief Administrative Officer





**NOTE: THIS FORM MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY**

**ANNE ARUNDEL COUNTY, MARYLAND**

**BITUMINOUS SURFACE TREATMENT  
COUNTYWIDE**

**Proposal No.: H4786156-TO**

**Project No.:H478600**

**CONTRACTOR'S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_,  
as Principal, hereinafter called Principal, and \_\_\_\_\_, as  
Surety, hereinafter called Surety, are held and firmly bound unto the Anne Arundel County,  
Maryland, a body corporate and politic of the State of Maryland, hereinafter called the County, in the  
amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
(*amount to be 100% of Contract Amount*), for the payment whereof Principal and Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has entered into a Written Contract dated \_\_\_\_\_  
with the County for Project No.: **H478600** Contract No.: **H4786156-TO** which contract is by  
reference made a part hereof and hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal  
shall well, truly and properly perform and fulfill all the undertakings, covenants, terms, conditions  
and agreements of said Contract and of all such alterations and modifications thereof as may  
hereafter be made therein, in the manner and to the extent which said Contract provides for such  
alterations and modifications, during the original term of said Contract and any extensions thereof

which may be granted by the County and agreed upon by the Principal; and if the Principal shall indemnify and save harmless the County from all loss, cost or damage arising out of a default hereunder or under said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety expressly waives any right to receive NOTICE of extensions of time, or alterations or modifications of the Contract, which are provided for and made pursuant to the terms of, said contract.

PROVIDED, HOWEVER, no right of action shall accrue on this bond to or for the use of any person, firm or corporation whatever other than the County named herein, or its successors in office.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

In the Presence of:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
*(Contractor)*

\_\_\_\_\_  
*Signature of Principal/Corporate Officer* (SEAL)

\_\_\_\_\_  
*Title* (SEAL)

\_\_\_\_\_  
*Surety*

*By:* \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
*Bond No.*

NOTE: THIS FORM MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY

ANNE ARUNDEL COUNTY, MARYLAND  
BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE

Proposal No.: H4786156-TO  
Project No.:H478600

**CONTRACTOR'S PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
hereinafter called Principal, and \_\_\_\_\_, as Surety, hereinafter called  
Surety, are held and firmly bound unto the Anne Arundel County, Maryland, a body corporate and  
politic of the State of Maryland, hereinafter called the County, for the use and benefit of Claimant, as  
herein below defined, in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) (*amount of bond to be 50% of Contract Amount*), for the  
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Written Contract dated \_\_\_\_\_ with the  
County for Project No.: **H478600** Contract No.: **H4786156-TO** which contract is by reference made  
a part hereof and hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such, that if the principal shall promptly  
make payment to each and every Claimant, as hereinafter, defined, for all labor, materials, supplies  
and rental of equipment reasonably required and used or consumed in the performance of the  
Contract and of all such alterations and modifications of said Contract provides for such alterations  
and modifications, during the original term of said Contract and any extensions thereof which may

be granted by the County and agreed upon by the Principal, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety expressly waives any right to receive notice of extensions of time, or alterations or modifications of the Contract, which are provided for and made pursuant to the terms of, said Contract.

PROVIDED, HOWEVER, anything in said Contract to the contrary notwithstanding, this bond is executed upon and subject to the express conditions and limitations of State Finance and Procurement Article, Section 17-108 and 17-109, Annotated Code of Maryland, as of the date of this contract wherein it is set forth in pertinent part as follows:

**Action on security.**

(a) *In general.* -- Subject to subsection (b) of this section, a supplier may sue on payment security if the supplier:

(1) Supplied labor or materials in the prosecution of work provided for in a contract subject to this subtitle; and

(2) Has not been paid in full for the labor or materials within 90 days after the day that the person last supplied labor or materials for which the claim is made.

(b) *Payment owed by subcontractor.* –

(1) A supplier who has a direct contractual relationship with a subcontractor or sub-subcontractor of a contractor who has provided payment security but no contractual relationship with the contractor may sue on the security if the supplier gives written notice to the contractor within 90 days after the labor or materials for which the claim is made were last supplied in prosecution of work covered by the security.

(2) A notice under this subsection:

(i) Shall state with substantial accuracy the amount claimed and the person to whom the labor or material was supplied; and

(ii) Shall be sent by certified mail to the contractor at the contractor's residence or a place where the contractor has an office or does business.

**Venue; limitations; costs.**

(a) *Venue.* -- An action on a payment bond required by this subtitle shall be filed in the appropriate court of the county where:

- (1) The contract was executed and performed; or
- (2) The contractor has its principal place of business.

(b) *Limitations period.* -- An action on a payment bond required by this subtitle shall be filed within 1 year after the public body finally accepts the work performed under the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

In the Presence of:

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
*(Contractor)*

\_\_\_\_\_  
*(SEAL)*  
*Signature of Principal/Corporate Officer*

\_\_\_\_\_  
*(SEAL)*  
*Title*

\_\_\_\_\_  
*Surety*

*By:* \_\_\_\_\_

\_\_\_\_\_  
*Bond No.*

**ANNE ARUNDEL COUNTY, MARYLAND**

**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**Proposal No.: H4786156-TO**

**Project No.:H478600**

**CORPORATE RESOLUTION**

**RESOLVED**, that \_\_\_\_\_ be, and it is hereby authorized to do business and enter into contracts and agreements with Anne Arundel County, Maryland,

**RESOLVED**, that \_\_\_\_\_ and \_\_\_\_\_ who are respectfully the \_\_\_\_\_ and \_\_\_\_\_, or its duly authorized agent(s) of the \_\_\_\_\_ are authorized to file and sign contracts on behalf of the said Corporation.

**AND IT IS FURTHER RESOLVED**, that the authority to said officer(s) or agent(s) conferred by this Resolution shall remain open and good until revoked by a formal action of the Board of Directors of the Corporation and due notice of such revocation delivered to the Anne Arundel County, Maryland in writing under the signature of the Secretary or Assistant Secretary of this Corporation, and this authority shall apply to any present or future incumbent of the aforesaid office.

**I HEREBY CERTIFY** that the above is a true copy of the Resolution of the Board of Directors of \_\_\_\_\_, passed at a meeting of said Board duly called and held on the day of \_\_\_\_\_, at which meeting a quorum of said Board of Directors was present and voted.

\_\_\_\_\_  
*Secretary*

SEAL

ANNE ARUNDEL COUNTY, MARYLAND

BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE

Proposal No.: H4786156-TO  
Project No.:H478600

**BID BOND**

KNOW ALL MEN BY THESE PRESENT that we

\_\_\_\_\_ hereinafter called the "Principal" and

*Company Name*

***Surety***

as Surety ("Surety"), are held and firmly bound unto Anne Arundel County, Maryland, hereinafter called the "Owner" in the penal sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly make, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated for the, Anne Arundel County, Maryland.  
*(Name of Project)*

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period is specified, within ninety (90) days after said opening; and within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted and give Bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bond within the time specified if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void, and of no effect, otherwise to remain in full force and effect.



**NOTE: THIS FORM MUST BE ACCOMPANIED BY A VALID POWER OF ATTORNEY**

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 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 the Presence of:

\_\_\_\_\_  
*(Contractor)*

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Principal/Corporate Officer* (SEAL)

\_\_\_\_\_  
*Title* (SEAL)

\_\_\_\_\_  
*Surety*

**By:** \_\_\_\_\_

\_\_\_\_\_  
*Bond No.*

**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

**ANNE ARUNDEL COUNTY**

***BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE***

**Proposal No.: H4786156-TO**

**Project No.: H478600**

**EXPERIENCE AND EQUIPMENT CERTIFICATION**

I. General

a. Legal Title, Address and Phone Number of Organization

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b. Maryland Representative's Name, Title and Address.

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c. (Check one) Corporation \_\_\_\_\_ Co-Partnership \_\_\_\_\_ Individual \_\_\_\_\_

II. Experience

a. Indicate type of contracting undertaken by your organization and years experience.

General \_\_\_\_\_ Sub \_\_\_\_\_ Type \_\_\_\_\_  
Years Years Years

Type \_\_\_\_\_  
Years

Type \_\_\_\_\_  
Years

**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

- b. State construction experience of principal members of your organization.

Construction Experience

NAME	TITLE (As Pres., Mgr, etc.)	CONSTRUCTION EXPERIENCE YEARS	TYPE OF WORK (Sewer, Hwy, Bridges, Paving, etc.)	IN WHAT CAPACITY (Supt, Foreman)

- c. Give any special qualifications of firm members  
(Registered Engineer, Surveyors, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- d. List Principal projects completed by your organization.

Description	Gen. or Sub (If sub, what type of work)	Your Contract Amount	Year	Reference

- e. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

- f. Has your firm been assessed liquidated damages within the last three years? If so, explain circumstances. (*Attach separate sheet*)

**III. Financial Capability**

The following financial data shall be provided upon request of the County. If the Bidder is a subsidiary of another firm, then the information requested should be provided for both the Bidder and the parent organization, as it may be applicable to the Bid.

- a. The Bidder's most recent Form 10-K, as filed with the U.S. Securities and Exchange Commission ("SEC") and all Form 100's since the last 10-K,
- b. All Bidders not filing a Form 10K with the SEC should submit the following information:
1. Federal Tax Returns for the last three (3) years;
  2. Audited financial statements for the past three (3) fiscal years to include, at a minimum, income statement, balance sheet, and statement of changes in financial position;
  3. Copies of quarterly financial reports since the last audited statement;
  4. Any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions for the past three years, as well as any disclosure of any potential mergers or acquisitions; and
  5. Any and all lawsuits filed against the Bidder since January 1, 1988 and a statement as to the outcome or current status of each such lawsuit.
- c. A full and complete description of the legal and financial relationships among all entities which will be bound by the terms and conditions of the Contract including any entities which will guarantee the obligations of, or provide financial support to, any such parties.

**IV. Bidder Certification**

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract, either with our organization, or with subcontractors.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NOTE: THIS FORM TO BE SUBMITTED BY APPARENT LOW BIDDER  
WITHIN TEN DAYS OF REQUEST BY THE COUNTY**

By: \_\_\_\_\_

\_\_\_\_\_  
**(Title of Person Signing)**

\_\_\_\_\_  
**(Name of Organization)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ Being duly sworn states that he/she  
Name

is \_\_\_\_\_ of \_\_\_\_\_  
(Office) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires**  
\_\_\_\_\_

NOTE: THIS FORM IS TO BE SUBMITTED BY THE APPARENT LOW BIDDER WITHIN TEN DAYS OF REQUEST BY THE COUNTY. (please type or print information clearly)

**ANNE ARUNDEL COUNTY**

**BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE**

**Proposal No.: H4786156-TO**

**Project No.:H478600**

**LIST OF SUBCONTRACTORS AND EQUIPMENT SUPPLIERS**

NAME OF GENERAL/PRIME CONTRACTOR: \_\_\_\_\_

<b>Subcontractor's Type of Work or Supplier's Type of Equipment</b>	<b>Name</b>	<b>Address</b>	<b>Percent of Total Contract</b>	<b>Value of Sub-Contract</b>	<b>MBE SBE or WBE</b>

NOTE: THIS FORM IS TO BE SUBMITTED BY THE APPARENT LOW BIDDER WITHIN TEN DAYS OF REQUEST BY THE COUNTY. *(please type or print information clearly)*

Subcontractor's Type of Work or Supplier's Type of Equipment	Name	Address	Percent of Total Contract	Value of Sub-Contract	MBE SBE or WBE

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## **SPECIAL PROVISIONS**

**SP-01**

### **AWARD OF CONTRACT**

- (a) The County anticipates awarding up to four (4) contracts in association with this Invitation for Bid (IFB). The lowest overall responsive and responsible bidder shall be identified as the Primary Successful Bidder. The second, third, and fourth lowest overall responsive and responsible bidder(s) shall be identified as the Secondary, Tertiary, and Quaternary, Successful Bidder, respectively.
- (b) The County anticipates issuing multiple sequential task order request(s) associated with this IFB. Each task order request will be required to be completed within a designated period of calendar days with an identified completion date specified within each task order request. It should be fully understood that task offer request(s) shall be issued at the sole discretion of the Engineer and no guarantee is made as to the magnitude or frequency of the task offer request(s) issued under this contract.
- (c) The County will initially offer each task order request invitation to the Primary Successful Bidder so long as the Primary Successful Bidder remains eligible and the contract not to exceed amount will not be exceeded by the task request invitation. The Primary Successful Bidder shall review and notify the County in writing to accept or decline the specific task order request within seven (7) calendar days of notification.
- (d) By accepting a task order request, the Contractor acknowledges they have read and understand the scope of work including any required sequence of construction and working restrictions identified and has determined they have the resources available to complete each of the designated projects on or before the task order completion date identified. It should be understood that the Contractor may decline a task offer request(s) for any reason at no penalty without impact to future task offer eligibility.
- (e) If the Primary Successful Bidder declines or does not respond to the task order request invitation within seven (7) calendar days, the task order request invitation shall be offered to the Secondary Successful Bidder. The Secondary Successful Bidder shall review and notify the County in writing to accept or decline the specific task order request within seven (7) calendar days of notification.
- (f) If the Secondary Successful Bidder declines or does not respond to the task order request invitation within seven (7) calendar days, the task order request invitation shall be similarly offered to the Tertiary, and sequentially, Quaternary, Successful Bidder. The Tertiary, or Quaternary, Successful Bidder, shall review and notify the County in writing to accept or decline the specific task order request within seven (7) calendar days of notification.
- (a) The County anticipates authorizing a purchase order for the designated task order request(s) within thirty (30) calendar days of written acceptance by the Primary, Secondary, Tertiary, or Quaternary, Successful Bidder as determined. Alternatively, at the sole discretion of the Engineer, the County may authorize a purchase order in advance and issue tasks against that purchase order.

- (g) The County anticipates issuing Notice to Proceed to the Primary, Secondary, Tertiary, or Quaternary Successful Bidder identified, upon authorization of the purchase order for the designated task order request by the County.
- (h) The Primary, Secondary, Tertiary, or Quaternary Successful Bidder identified shall commence the designated task order request within fourteen (14) calendar days of notification of Notice to Proceed.
- (i) The Primary, Secondary, Tertiary, or Quaternary Successful Bidder shall complete the task order request in a timely and continuous manner throughout the duration of a task request.
- (j) The County will evaluate the performance of the Primary, Secondary, Tertiary, or Quaternary Successful Bidder with the expectation that percent of work completed meets, or exceeds, percent of time used for the designated task request, at the time of evaluation.
- (k) The Primary Successful Bidder shall be considered for subsequent task order request(s) if all the following conditions are met across all contracts:
  - (1) The Primary Successful Bidder has responded to task order request(s) invitations in writing within seven (7) calendar days of notification.
  - (2) The Primary Successful Bidder has commenced designated task order request(s) within fourteen (14) calendar days of Notice to Proceed for the designated task request.
  - (3) The Primary Successful Bidder has performed work in a timely and continuous manner so that percent of work completed meets, or exceeds, percent of time used for the designated task order request, at any time of evaluation.
  - (4) The Primary Successful Bidder does not have an active prior task order request(s) that is currently overdue for completion.
- (l) If the Primary Successful Bidder is determined to be ineligible for a designated task order request the County will notify in writing the Primary Successful Bidder and the task request invitation will be offered to the Secondary, Tertiary, and Quaternary Successful Bidder, sequentially.
- (m) The Secondary, Tertiary, and Quaternary, Successful Bidder shall then be sequentially considered for subsequent tasks order request(s) if all the following conditions are met across all contracts:
  - (1) The Secondary, Tertiary, and Quaternary, Successful Bidder has responded to task order request(s) invitations in writing within seven (7) calendar days of notification.
  - (2) The Secondary, Tertiary, and Quaternary, Successful Bidder has commenced designated task order request(s) work within fourteen (14) calendar days of Notice to Proceed for the designated task request.
  - (3) The Secondary, Tertiary, and Quaternary, Successful Bidder has performed work in a timely and continuous manner so that percent of work completed meets, or exceeds, percent of time used for the designated task order request, at any time of evaluation.

- (4) The Secondary, Tertiary, and Quaternary, Successful Bidder does not have an active prior task order request(s) that is currently overdue for completion.

**SP-02**      **PERFORMANCE EXPECTATIONS**

- (a) Each Task order request shall identify the number of calendar days provided to complete the task and identify the designated task order request completion date.
- (b) The designated completion date shall include sufficient working days to complete the required work determined using daily unit item production rates historically for this type of work as determined by the County. Additionally, sufficient additional calendar days are included for anticipated bad weather days, weekends, and holidays.
- (c) The Contractor shall review the calendar days provided, and completion date identified, when determining whether to accept or decline a task order request.
- (d) Task order request completion is defined as completing all work, including punch list activities associated with a particular task order request, and receiving conditional acceptance for the completed work by the County.
- (e) In the event a task order request is not completed on or before the designated completion date designated within the task order request, the Contractor shall be assessed liquidated damages of 0.02% of the task request total amount per day for every day beyond the designated completion date. For example, a task order request in the amount of \$2,000,000 will include liquidated damages of (0.02%) of \$400 per day for each calendar day the task order request is completed beyond the designated completion date.
- (f) For every project (road) included within a task order request, once work has begun on a specific street or roadway, all work shall be completed within six (6) weeks, unless otherwise approved by the Engineer. This includes receiving conditional acceptance for the completed work, excluding remaining work identified by punch list, by the County. Project (road) construction durations shall be reflected in the Contractor's Progress Schedule submission. Liquidated damages of \$100 per day will be assessed for each late project (road) will be assessed for each calendar day of work beyond the six (6) week limit.
- (g) For every project (road) included within a task order request, utility adjustment and/or asphalt surface paving is expected to commence as soon as possible and no later than seven (7) calendar days after the completion of surface milling.
- (h) In the event utility adjustment and/or surface paving does not commence within seven (7) calendar days of milling completion on a particular project (road), liquidated damages of \$300 per day will be assessed for every calendar day beyond the seven (7) calendar days provided for the particular project (road).
- (i) For every project (road) included within a task order request, replacement of permanent pavement marking symbols including stop bars, crosswalks, and pavement arrows is expected to be completed no later than seven (7) calendar days after the completion of asphalt surface and side road paving.
- (j) In the event the replacement of permanent pavement marking symbols including stop bars, crosswalks, and pavement arrows is not completed within seven (7) calendar days of the completion of asphalt surface and side road paving on a particular project (road) liquidated

damages of \$100 per day will be assessed for every calendar day beyond the seven (7) calendar days provided for the particular project (road).

- (k) For every project (road) included within a task order request, installation of thermoplastic 4” pavement markings is expected to be completed no later than seven (7) calendar days, after the completion of asphalt surface and side road paving.
- (l) In the event the installation of thermoplastic 4” pavement markings are not completed within seven (7) calendar days of the completion of asphalt surface and side road paving on a particular project (road), liquidated damages of \$250 per day will be assessed for every calendar day beyond the seven (7) calendar days provided for the particular project (road).
- (m) The Engineer shall consider and/or approve written requests from the Contractor for extensions in the event of atypical weather conditions or delays because of actions by the County, or other unforeseen circumstances.
- (n) Liquidated damages are cumulative and will be assessed for each failure to perform work to expectations identified.
- (o) In the event that an emergency that threatens public safety, health and welfare is brought to the attention of the contractor, the contractor would be required to begin remedial work on the situation within four (4) hours of written notification or face a penalty of \$1,000.00 per day.

**SP-03**

**GENERAL**

- (a) These plans and specifications are intended to cover a complete project. It should be distinctly understood that failure to mention any work that would normally be required to complete the project should not relieve the Contractor of their responsibility to perform such work.
- (b) This Contract will be constructed in accordance with the “Anne Arundel County Standard Specifications for Construction,” hereafter referred to as “Standard Specifications for Construction”, and “Anne Arundel County Standard Details for Construction”, hereafter referred to as “Standard Details for Construction”, dated January 2001, and all subsequent revisions thereto, and as modified herein.
- (c) Any reference to MDSHA Specifications refers to 2023 Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials. Any reference to MDSHA Standards refers to Maryland Department of Transportation State Highway Administration Book of Standards for Highway and Incidental Structures and all subsequent revisions thereto, and as modified herein.
- (d) These Special Provisions are hereby made a part of this Contract. In case of conflict with other portions of the specifications, the Special Provisions shall govern.
- (e) The County assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the County.

**SP-04            INTERPRETATION OF QUANTITIES**

- (a) The quantities appearing in the prepared Bid Form are approximate only and are prepared for the canvassing of bids. Payment to the Contractor will be made only for the actual quantities of Work performed or materials furnished in accordance with the Contract.

It is understood that the scheduled quantities of Work to be done and materials to be furnished may each be increased, diminished, or omitted without in any way invalidating prices bid, except as hereinafter provided.

- (b) The Contract and the items included are intended to serve as a general ‘toolbox’ for the resurfacing of roads of varying types, lengths, and locations, and should be bid accordingly. Pay adjustments for variations in Major Item quantities identified in Section GP-4.07 of the Standard Specifications for Construction will not be considered under this Contract. The Contractor shall have no basis for a claim or adjustment of Unit Bid Prices if the scope of Work is increased or decreased. The Unit Bid Prices shall be guaranteed for the duration of the Contract regardless of quantity.
- (c) Engineering estimates provided are approximate for the purpose of offering tasks, but the scope of work and quantities are subject to change.

**SP-05            SITE INVESTIGATION**

- (a) The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the County, as well as from information presented by the drawings and specifications made a part of this Contract.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

- (b) By submitting a proposal, the bidder verifies that he shall not present claims relating to the failure to comply with Section GP-2.04 of the Standard Specifications for Construction.

**SP-06            SCOPE OF WORK**

- (a) This project includes resurfacing, crack sealing and/or fog sealing roads in Anne Arundel County utilizing Bituminous Surface Treatment, crack sealing and fog sealing placed in accordance with Contract Documents. In addition, this Contract may also include on-call special projects utilizing any of the bid items at any location within the County as directed by the Engineer.

- (b) The Contractor will be provided with a task order request identifying projects (roads) to be resurfaced including approximate locations of asphalt resurfacing and rehabilitation limits. Each project (road) shall include approximate quantities for the work required.
- (c) The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the resurfacing and/or rehabilitation of various roads in Anne Arundel County utilizing Bituminous Surface Treatment, Crack Sealing and/or fog sealing to include surface preparation, water valve and manhole adjustment, and furnishing and installing Bituminous Surface Treatment and Crack Seal as directed by the Engineer. Work shall also include maintenance of traffic, furnishing and installing temporary pavement markings, and restoration of disturbed areas and all other work as specified herein to the satisfaction of the Engineer.

**SP-07            CONTRACTOR COOPERATION**

- (a) The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and his Inspectors in every way possible.
- (b) The Contractor shall be held solely responsible for all necessary coordination between the various County agencies, utility companies, their subcontractors, and the Engineer for the duration of the Contract.
- (c) The Contractor shall assign to the Contract as his agent, a competent superintendent capable of communicating in English and capable of reading and thoroughly understanding the Contract documents and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives.

The superintendent shall have full authority to execute the orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet. Said superintendent shall be always on the project site when the Work is in progress.

- (d) If in the opinion of the Engineer, the superintendent assigned to the Contract does not perform his Work in a proper manner or is intemperate or disorderly, the superintendent, at the written request of the Engineer, shall be removed forthwith by the Contractor employing such superintendent, and the person shall not be employed again on any portion of the Work without approval of the Engineer.
- (e) Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable personnel as required, the Engineer may withhold payments due under the Contract until a satisfactory understanding has been reached.

**SP-08            UTILITIES**

- (a) The Contractor must call "Miss Utility" to have all utilities located prior to the start of work and verify all utility information to his own satisfaction and shall be fully responsible for determining in the field the exact location of all such underground structures and utilities by means of test pits or other approved methods and protecting them from damage. Delays

caused by failure to locate underground obstructions ahead of the Work shall not be a basis for delay or extra Work claims.

The Contractor, prior to performing excavation for any reason under this Contract, must call "Miss Utility" and obtain location marking of all underground utilities. Miss Utility ticket numbers shall be provided to the Engineer prior to excavation.

- (b) The Contractor is hereby informed that the Public Utilities listed below, and others, may have installations in the area of this Contract:
- (1) Baltimore Gas Electric Company (Overhead & Underground)
  - (2) Verizon (Overhead & Underground)
  - (3) COMCAST (Overhead & Underground)
  - (4) Astound Broadband (Overhead & Underground)
  - (5) Anne Arundel County Department of Public Works (Underground)
  - (6) Bureau of Utilities - Water and Sewer Operations
  - (7) Anne Arundel County Department Public Works (Overhead & Underground)
  - (8) Traffic Engineering Division – Traffic Maintenance Shop
  - (9) State Highway Administration (Overhead & Underground) Office of Traffic & Safety - Traffic Operations Division

**SP-09**

**COOPERATION BETWEEN CONTRACTORS**

- (a) Separate Contractors on adjoining or overlapping Work shall cooperate with each other as necessary. Contiguous Work shall be joined in an acceptable manner. Such cooperation shall include the arrangement and conduct of Work and the storage and disposal of materials, etc. by each in such manner as to not unnecessarily interfere with or endanger the progress of the Work being performed by other Contractors.
- (b) The County shall have the right at any time to Contract for and perform other Work on, near, over or under the Work covered by this Contract. In addition, other Work may be performed under the jurisdiction of other Contracting agencies. In such cases, when a dispute arises among the Contractors, the County will decide who will have jurisdiction over said dispute. The Contractor shall cooperate fully with such other Contractors and carefully fit his own Work to such other Work as may be directed by the Engineer.
- (c) The Contractor agrees that, in event of dispute as to cooperation, the Engineer will act as referee, and decisions made by the Engineer will be binding. The Contractor agrees to make no claims against the County for any inconvenience, delay or loss experienced because of the presence and operations of other Contractors.
- (d) During the life of the Contract County personnel will be performing such operations as necessary to prepare the roads for resurfacing. These operations may include but not be limited to the installation of cross culverts and grading side ditches.
- (e) To avoid conflicts with the Contractor's operations, regularly scheduled meetings may be held, to be attended by the Contractor, the Inspector, and the District Superintendent of the Bureau of Road Operations. These meetings will outline the Contractor's projected schedule and allow the County to schedule their operations accordingly.

- (f) In the event of dispute or claim between the Contractors on the project, the County shall have no liability regarding any claims of the Contractors against one another. In such event, said Contractors shall hold the County harmless regarding the contractors' disputes or claims against one another.

**SP-10**            **WARRANTY**

- (a) Upon conditional acceptance the Contractor shall warranty all Work included in this Contract in accordance with Section GP-5.12 of the Standard Specifications for Construction except that **all Work shall be guaranteed and bonded for a period of two (2) years after the date of completion and acceptance** of the facilities by the County and as further amended here:
  - (1) Against all faulty or imperfect materials, and against all imperfect, careless, unskilled workmanship on the part of the Contractor, his sub-contractors, or component manufacturers.
  - (2) The entire facilities and each part thereof shall operate with normal care and attention in a satisfactory and efficient manner, and in accordance with the requirements of the Specifications.
  - (3) The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair, without cost to the County, Work which may be found to be improper, or imperfect, or which does not operate in a satisfactory manner or fails to perform as specified.
  - (4) During the guarantee period, should the Contractor fail to make needed repairs and replacements within 14 calendar days of service of notice by the County, or in the case of an emergency, the County shall be empowered to make any repairs or replacements and the cost of the required repairs or replacements shall be the financial responsibility of the Contractor.
  - (5) To insure the County against the nonpayment of such costs, the County will either require the retainage of five (5%) percent of the total value of the Contract plus the value of Work remaining at the time of Conditional Acceptance or require the Contractor to post an equivalent Maintenance Bond in accordance with Section GP-5.12.3 of the Standard Specifications for Construction.
  - (6) Any repair or restoration during the warranty period shall cause the warranty period to run for one (1) additional year beyond the original two (2) year period.
- (b) It will be the Contractors responsibility to document and notify the Engineer in writing of any pre-existing conditions prior to construction, for example underlying pavement conditions that may impact warranty periods. The Engineer shall be the sole authority determining when and if pre-existing conditions warrant waiver of warranty periods.

**SP-11**            **CONTRACT SUBMITTALS**

- (a) All materials shall meet all quality requirements of the Contract in accordance with GP-6 of the Standard Specifications for Construction.
- (b) To expedite the inspection and testing of materials, the Contractor shall submit for approval, in writing, to the Engineer the sources from which he proposes to obtain all materials requiring



approval, testing, inspection or certification prior to incorporation into the Work as soon as possible after receipt of notification of award of the Contract.

- (c) All materials used will be inspected, sampled, and tested in accordance with these requirements and others as are set forth elsewhere in these Specifications or in the Special Provisions in which reference is made to a specific material.

Unless otherwise designated, tests will be made in accordance with the most recently published cited standard, tentative or interim methods of AASHTO, ASTM or others which are current on the date of advertisement for bids.

- (d) Material source of supply and certifications shall be submitted to the Engineer for review and approval prior to the purchase or installation of any material used in this Contract.
- (e) Upon submission of certifications, materials tested, certified, and approved for use by the Maryland State Highway Administration (MDSHA) shall be considered approved for use under this Contract.
- (f) The Contractor shall submit to the Engineer prior to Notice to Proceed, the following submissions for review and approval:

- (1) Progress Schedule
- (2) Traffic Control Plan (TCP)
- (3) Certifications for Traffic Manager & Flagger(s)
- (4) Emergency contact information (24/7) for Superintendent and Foreman
- (5) Material Source of Supply in MDSHA format
- (6) Subcontractor list including surety approval for any changes requested and the work that the subcontractor will be responsible to perform.
- (7) Mix designs for Asphalt and Portland Cement Concrete
- (8) Pedestrian detour plans when required

- (g) The cost of the preparing and submission of materials, progress schedules, traffic control plans, certifications, source of supply, asphalt and Portland cement concrete mix designs, subcontractor documentation, and other required submittals shall be incidental to and included in other bid items contained in this Contract.

**SP-12      PRESERVATION AND RESTORATION OF PROPERTY**

- (a) The Contractor shall not enter upon public or private property (outside the right-of-way or construction strip) for any purpose without obtaining the Owner's written permission and he shall be responsible for the preservation of all public and private property, trees, monuments, highway signs and markers and fences thereon, and use every precaution necessary to prevent damage or injury thereto. A copy of the Owner's written permission shall be placed on file with the Engineer.
- (b) The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing said Work, or due to his non-execution of said Work, or at any time due to defective Work or materials; and said responsibility shall not be released until the Work shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon 48 hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary; and the cost thereof will be deducted from any monies due, or which may become due the Contractor under his Contract.

- (c) All Work within rights-of-way and construction strips through private property shall be done in a manner to avoid all cutting of vegetation and other disturbances of terrain not actually necessary for construction.
- (d) The Contractor always shall maintain the Construction site, and his stored materials in a condition which will not constitute a hazard to residents, pedestrians, and motorists. Lunch papers, empty cans, milk bottles, and other empty containers shall be disposed of in an approved manner and not be strewn around or allowed to accumulate on the property.

Upon completion of the Work the Contractor shall clean up within the rights-of-way and construction strips and shall restore the area to at least equal to its original condition. The cost of the above Work shall be incidental to and included in other bid items contained in the Proposal.

- (e) The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury all pipes, utilities, walls, buildings, and other structures or property in the vicinity of his Work, whether above or below the ground, or that may appear during construction, as hereinafter specified. He shall always have enough timber and plank, chains, ropes, etc., on the site, and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened. The Contractor shall take all risks attending the presence of proximity of pipes, inlets, manholes, poles, walls, buildings, and other structures and property of every kind and description, in or over his trenches or in the vicinity of his Work whether above or below the ground and he shall be responsible for all damage and assume all expense for direct or indirect injury, caused by his Work, to any of them or to any person or property by reason of injury to them whether such structures are or are not shown on the Drawings. The cost of the above Work shall be incidental to and included in other bid items contained in the Proposal.

**SP-13**

**LIABILITY INSURANCE**

- (a) In addition to the requirements of General Provisions GP-7.19 of the Standard Specifications for Construction, all insurance policies shall contain the following indemnifying language: "The Contractor will indemnify, save harmless, and defend Anne Arundel County, its agents, servants, and employees from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance of this Contract."

**SP-14            CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY**

- (a) At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or adjacent to other property, damage to which might result in expense, loss or inconvenience, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.
- (b) The Contractor shall cooperate with Owners of any underground or overhead utility lines in their removal and rearrangement operations so these operations may progress in a reasonable manner, duplication or rearrangement Work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.
- (c) In the event of interruption to utility services because of accidental breakage or being exposed or unsupported, the Contractor shall promptly notify the proper authority and cooperate with the said authority in the restoration of service.
- (d) No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority and/or the Department of Public Works, Anne Arundel County.
- (e) The Contractor shall protect and/or support all existing utilities that are endangered by his operations. The cost of this work shall be incidental to and included in other bid items contained in the Proposal.
- (f) Baltimore Gas Electric Company (BGE) shall stub or brace all power distribution poles within the limits of work where required. Where it is necessary to stub, relocate or brace utility pole lines, the work will be done by the Utility Company. Such relocation and/or bracing shall be at the County's expense. At least five (5) days' notice must be given to the Utility Company prior to the need for such relocations or bracing. The BGE shall relocate electric cable if required and the cost thereof shall be at the County's expense.
- (g) Verizon shall stub or brace all telecommunications pole lines within the limits of work where required and the cost thereof shall be at the County's expense. The Verizon shall relocate telephone cable if required and the cost thereof shall be at the County's expense.
- (h) The County shall be responsible for making all arrangements for such Work, and no extra compensation shall be due the Contractor for making said arrangements.

The Contractor shall be responsible for coordination of all utility work with his Work and that of his subcontractors and shall include utility relocation work in his Construction schedule.

The County will not be responsible for delays caused by the Utility Companies and said delays will not be a basis for delay claims by the Contractor.

- (i) All utility frames and covers, valve boxes, lids, caps, or meter lids found to be missing or damaged prior to construction, or at time of adjustment, shall be brought to the immediate attention of the Engineer and replaced by the Contractor. Items will be furnished by Anne Arundel County at no cost to the Contractor and picked-up at 415 Broadneck Road, Annapolis MD, 21409, between the hours 6:30 am to 3:00 pm, accompanied by the inspector or area manager. Payment will be made under the respective bid item for adjusting utilities.

- (j) Any utility appurtenances damaged by the Contractor, or his representatives, shall be replaced by the Contractor at no additional expense to the County.

**SP-15            CONTRACT RENEWALS & PRICE ADJUSTMENTS**

- (a) This Contract may be renewed for five (5) additional consecutive one (1) year terms at the sole discretion of the County.
- (b) All prices offered herein shall be firm against any adjustment for one (1) year from the effective beginning date of the Contract. The County will entertain a request for price adjustments up to the Consumer Price Index in place exactly ninety (90) days prior to the end of each year (for this Contract it will be June 1, 2025). The first price adjustment could be requested March 1, 2025. Also the same rule applies to commencement of subsequent renewal terms.

The Successful Bidder shall request all price adjustments in writing at least sixty (60) days and no more than ninety (90) days prior to the renewal date.

- (c) For purposes of this Section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-Baltimore-Columbia-Towson, MD-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- (d) The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.
- (e) In the event where the CPI is a negative value, at no time will the County adjust below current pricing.

**SP-16            PROGRESS SCHEDULE**

- (a) The Contractor shall submit to the Engineer for review and acceptance a Task Request Construction Progress Schedule at least seven (7) days after task acceptance. No work shall be undertaken on the Contract until the progress schedule has been reviewed and accepted by the Engineer.
- (b) The Task Request Construction Progress Schedule shall be submitted in the form of a template as provided in Appendix “G”, or in alternate format meeting the approval of the Engineer.

The progress schedule shall detail by week permanent pavement repairs scheduled and completed. The repair locations and identification numbers will be provided with the specific task request.

- (c) The approved Task Request Construction Progress shall be completely updated by the Contractor each month adjusting for work that is ahead or behind schedule and resubmitted to the Engineer for approval. Should the construction fall behind the schedule the Contractor shall provide the Engineer with a detailed written explanation as to why the project is behind schedule and at what anticipated date each phase of the work will return to the original scheduling. If the Contractor

fails to provide updated schedules and explanations, or if in the opinion of the Engineer, the updated schedules and explanations are unrealistic or inadequate, monthly invoices shall not be processed until complete and adequate information is received by the Engineer. The Contractor or his representative shall attend a minimum of one (1) progress meeting per month. At the discretion of the Engineer additional progress meetings may be held if the project falls behind schedule, or prior to major work efforts.

- (d) The Contractor shall provide suitable time when preparing schedules to accommodate for holidays and anticipated typical inclement weather days.
- (e) Additional Meetings will be required prior to major work efforts to review coordination between others, work hours, paving equipment and schedule, traffic controls, and other items to ensure the operation is carried out in an acceptable manner with the least inconvenience to the community and the traveling public.
- (f) Once work has begun on a specific street or roadway task request assignment, all work shall be completed within the time frame outlined in the Contractor's Progress Schedule, unless otherwise approved by the Engineer. This shall be reflected in the Contractors Task Order Request Progress Schedule submission. Liquidated damages of \$100 per day will be assessed for each calendar day of work beyond this limit.
- (g) Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the Contractor, continue until completion at the same prices, terms and conditions.
- (h) No separate measurement and payment shall be made for Progress Schedule under this Contract and all progress scheduling costs shall be considered incidental to the various Contract bid items provided herein.

**SP-17**

**LIMITATION OF OPERATIONS**

- (a) At the discretion of the Engineer working hours may be limited to 9 am to 3 pm daily. Night work may be required on high traffic volume roads. If night work is required, no additional compensation will be considered and the additional work shall be considered incidental to the various Contract bid items provided herein.
- (b) No work requiring the presence of the Engineer, or an Inspector will be permitted on Saturday, Sunday, or on legal County holidays, or day before or after legal County holidays, except in cases of emergency, and then only to such extent as is necessary and with written permission of the Engineer. In case the Contractor desires to work upon any Saturday, Sunday, or legal holiday including day before or after, he shall so inform the Engineer in writing by noon on Wednesday prior to the weekend and (2) full workdays in advance of a holiday. He shall indicate the nature of the emergency, his desire to work and the location at which work will be conducted.
- (c) Legal County holidays include but are not limited to: New Years' Day; Martin Luther King Birthday; Presidents Day; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Veterans Day; Thanksgiving Day (Thursday & Friday); and Christmas Day.

- (d) County holidays additionally include general and congressional election days excluding primary elections, and all days designated as legal holidays for State employees by the Governor and approved by the County Executive.
- (e) If a legal holiday falls on a Sunday, the Monday next following shall be considered a holiday. If a legal holiday falls on a Saturday, the Friday preceding will be considered a holiday.

**SP-18            MOBILIZATION**

- (a) This work shall include, but not necessarily be limited to, the performance of preparatory construction operations, including the movement of personnel and equipment to the project site in accordance with Section 01100 of the Standard Specifications for Construction, and as specified herein.
- (b) All staging/storage areas must be approved prior to usage. If a storage/staging area includes disturbance, then the contractor must submit a Sediment and Erosion Control (ESC) Plan for approval to the Engineer and the plan must comply with the latest version of the MDE “Maryland Standards and Specifications for Soil Erosion and Sediment Control.” The ESC measures must be maintained in good working order throughout the duration of the project.
- (c) If there is an agreement between the contractor and a private landowner, the contractor must show written verification of permission to the county or its representative prior to utilization.
- (d) No separate measurement and payment shall be made for Mobilization under this Contract and all mobilization costs shall be considered incidental to the various Contract bid items provided herein.

**SP-19            CONSTRUCTION STAKEOUT AND SURVEY CREW**

- (a) This work shall consist of providing and maintaining construction stakeout and performing supplemental construction surveying and engineering as directed by the Engineer in accordance with Section 01300 of the Standard Specifications for Construction, and as specified herein.
- (b) When required, the County will provide right of way stakeout. The Contractor is responsible for protecting and maintaining the control points and all survey stakeout provided by the County. The cost of additional surveys required to re-establish damaged survey control or stakeout points due to the Contractor’s operations or his failure to protect, will be deducted from the Contractor’s monthly                      invoice.
- (c) When directed, the Contractor shall provide and have available for the project and adequate engineering staff that is competent and experienced to set lines and grades needed to construct the project. The engineering personnel required to perform the work outlined herein shall be of such experience and ability recognized as compatible with the magnitude and scope of the project.
- (d) Upon request, the Contractor shall make survey equipment available to the Engineer for miscellaneous checks of the Contractor’s work. The Engineer may also request that the

Contractor perform miscellaneous checks of line and grade as necessary to verify location, slope, grade, elevation, and proper drainage.

- (e) The survey crew must be under the direction of a Licensed Surveyor registered in the State of Maryland.
- (f) No separate measurement and payment shall be made for Construction Stakeout under this Contract and all construction stakeout & field engineering costs shall be considered incidental to the various Contract bid items provided herein.

**SP-20**

**MAINTENANCE OF TRAFFIC**

- (a) This work shall consist of the Contractor providing for the safe and expeditious movement of all traffic, including pedestrians, through the project in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and all revisions thereto, MDSHA Specifications Section 104 and MDSHA Standards Category 1, Section GP-7.10 and Section 01410 of the Standard Specifications for Construction, the Contract documents, and as directed by the Engineer. Discrepancies between any County Standard, MDSHA Standard, and the MUTCD shall be settled as directed by the Engineer.
- (b) The Contractor shall be required to schedule his work to cause the least amount of inconvenience to commercial, private, and public properties and access thereto.

All work done in the county rights-of-way must be accompanied by the appropriate Maintenance of Traffic. In addition, the contractor's working hours will be specified in the Scope of Work and a penalty of \$300 for the first ten (10) minutes and \$100 for every additional minute beyond the end time will be assessed unless prior approval has been obtained from the Engineer.

- (c) A single lane of ten (10) feet minimum width shall be always maintained for local traffic and emergency vehicles. All construction operations shall be performed in the normal direction of traffic flow unless written permission is obtained from the Engineer prior to the commencement of such work. Work performed and equipment moving against the normal traffic flow pattern is strictly prohibited unless a written exception is granted by the Engineer.
- (d) All open trenches shall be closed at the end of each day. If steel plates are to be used, appropriate signing will be required. Steel plates in the travel lane shall be bolstered with cold mix bituminous concrete at a 4:1 slope. Steel plates used during winter months shall be recessed flush with adjacent pavement if they are to remain in place for more than three (3) days or if the roadway might be plowed while they are in place.
- (e) Equipment which is in use and requires temporary storage within the limits of the project and materials stored or stockpiled on the project site shall be placed in a location which shall not be hazardous to the traveling public and as approved by the Engineer.
- (f) The Contractor shall distribute project notification flyers provided by the Engineer along the project (road) no less than seven (7) days prior to initiation of work. Where distribution of flyers is inappropriate, project notification shall be performed utilizing Portable Variable Message Screen(s) installed no less than seven (7) days prior to the initiation of work, as directed by the Engineer.

- (g) On streets and roads where there is on-street parking, the Contractor shall post No Parking signage supplied by Anne Arundel County, 48 hours in advance of work, indicating the dates and times when parking will be restricted. Signs posted shall be effective for a maximum of three (3) working days and shall be updated due to delays caused by inclement weather or other unavoidable circumstances.
- (h) Individual property owners shall be notified by the Contractor, 48 hours prior to, and again immediately prior to, work being performed on their driveway entrance. Driveway entrances shall be made accessible three (3) days after the placement of concrete. Driveway entrance drop-offs shall be no greater than two (2) inches vertically and on a maximum 4:1 slope.
- (i) The contractor shall either detour pedestrians to the opposite side of the street at safe and accessible crossing locations or construct and maintain temporary accessible pedestrian routes as required in MDSHA Specifications Section 104.31 where it is not feasible to detour the pedestrians to the opposite side of the street.
- (j) No separate measurement and payment shall be made for Maintenance of Traffic and all costs associated with maintenance of traffic, traffic control plans, traffic manager, traffic control drums, cones, signs, and other traffic control devices, and all labor, equipment, materials, and incidentals to complete this work shall be considered incidental to the various Contract bid items provided herein.

**SP-21**

**TRAFFIC CONTROL PLAN FOR MAINTENANCE OF TRAFFIC AND PEDESTRIAN DETOURS**

- (a) This work shall consist of preparing and submitting Traffic Control Plans (TCP) for review & approval in accordance with Section 01411 of the Standard Specifications for Construction, MDSHA Specifications Section 104, MDSHA Book of Standards Category 1, DPW B-11 Scheduling Service Interruptions Policy, and as specified herein and provide for safe travel for all pedestrians and vehicles around construction work areas.
- (b) Should the Contractor opt to develop his own TCP, the Contractor's TCP shall be submitted in writing to the Engineer 20 days prior to starting any work. The Contractor shall have written approval from the Engineer of his TCP prior to its implementation.
- (c) The submitted TCP should include work area, construction sequencing, signs, barricades, flaggers, detours, lane closures, time restrictions, and any other methods required to assure the safe and efficient maintenance of traffic.
- (d) In those areas where a roadway detour request must be provided due to complete or partial closure of the road to thru traffic a detour plan shall be submitted at least thirty-five (35) calendar days in advance of any anticipated road closures and must include the following information:
  - (1) Closed Road Name
  - (2) Road Closure Starting Point
  - (3) Road Closure Ending Point
  - (4) Start Date and Time
  - (5) Estimated End Date and Time



- (6) Traffic Manager Name and Contact Number
- (7) Reason for Closure explaining the justification for the road closure including any alternatives to full road closure that were considered.
- (8) A site-specific Temporary Traffic Control (TTC) Plan, to include a detour plan where applicable.

The detour plan will be reviewed from a traffic engineering standpoint and any additions or comments will be provided along with subsequent approval prior to the start of any actual construction. The detour plan must conform to DPW B-11 Scheduling Service Interruptions Policy on full/partial closures.

- (e) Subsequent to approval, the Contractor shall provide daily advance notice of all closures and re-openings at <https://www.aacounty.org/services-andprograms/right-of-way-permit>.
- (f) Staging of construction shall allow for safe travel for all pedestrians through the work zone. In design, this may require that Special Provisions be developed. The following principles may apply:
  - (1) Limit Sidewalk shutdown to “block-by-block”
  - (2) Review Pedestrian Detour
  - (3) Include appropriate Signing
  - (4) Provide Temporary Sidewalk Construction
  - (5) Cross at signals only
  - (6) Avoid Edge Drop offs
  - (7) Physical barriers should be in place to separate path of travel from work area.
  - (8) A five (5) foot minimum width pedestrian path / alternate pedestrian path shall be maintained where possible. Where a five (5) foot minimum width cannot be achieved, a minimum width of 36 inches shall be provided with passing zones (60 in x 60 in) at least every 200 feet.
  - (9) Temporary ramps shall have a slope of 12:1 max. The pedestrian path and ramp shall be constructed of hot mix asphalt or other material that can provide smooth, hard surface and will maintain 12:1 slope.
  - (10) Channelizing devices shall be temporary concrete barriers with the addition of continuous detectable edging
  - (11) The continuous detectable edging shall protrude at least 6 inches above the pathway with the bottom of the edging no more than 1-1/2" above the pathway.
  - (12) Detectable barricades shall extend at least 36" above the pathway with the bottom of the barricade and no more than 1-1/2 inches above the pathway, and shall extend the full width of the closure
- (g) No separate measurement and payment shall be made for Traffic Control Plan for Maintenance of Traffic or Pedestrian Detour Plan and all costs associated with preparation and submission of traffic control plans shall be considered incidental to the various Contract bid items provided herein. Materials for the Pedestrian Detour procured by the Contractor shall be measured and paid as specified in SP-38 Miscellaneous Materials, Equipment and/or Labor.

**SP-22            TRAFFIC MANAGER FOR MAINTENANCE OF TRAFFIC**

- (a) This work shall include the Contractor assigning to the project an employee to serve in the capacity of Traffic Manager in accordance with Section 01412 of the Standard Specifications for Construction, and as specified herein.
- (b) The Traffic Manager shall have the primary responsibility and sufficient authority for the implementation of the approved Traffic Control Plan, the monitoring and maintenance of signs, pavement markings, channelizing devices, arrow boards, detour signals, turnouts, the furnishing of watchpersons, and flaggers, and other safety aspects of the Contract
- (c) The Traffic Manager shall closely coordinate his operations with the Engineer. The traffic manager shall oversee and supervise all aspects of maintenance of traffic on the Project including those involving subcontractors and must be on-site whenever the work is being done with an MOT setup.
- (d) The Contractor shall submit the traffic manager's name and phone number(s), which are answered 24 hours per day to the Engineer for approval at least ten (10) working days prior to commencing any work on the Project. Any change in the appointment of this individual during the term of the Contract shall require a written submission and approval by the Engineer.
- (e) The Traffic Manager shall possess a valid non expired Temporary Traffic Control Manager Certification (Orange Card) from Maryland Transportation Builders and Materials Association (MTBMA).
- (f) No separate measurement and payment shall be made for Traffic Control Manager for Maintenance of Traffic and all costs associated with furnishing and equipping a traffic control manager shall be considered incidental to the various Contract bid items provided herein.

**SP-23            CONES AND DRUMS FOR WARNING AND CHANNELIZATION**

- (a) This work shall include furnishing, installing, and maintaining reflectorized drums for tapers and cones for delineation of traffic through work sites as detailed in the Traffic Control Plan (TCP), or as directed by the Engineer, in accordance with Section 01425 of the Standard Specifications for Construction, and as specified herein.
- (b) Drums shall be 36 inches in height and 18 inches in diameter, reflectorized by horizontal, circumferential strips alternating orange and white in color, in new, or like new condition. Cones shall be predominately orange in color with reflectorized collars and in new, or like new condition.
- (c) Drums or cones that become faded or otherwise difficult to see fully shall be replaced within four (4) hours.
- (d) Where drums or cones have been set and damaged by traffic and the Engineer determines that they are not repairable, replacement within four (4) hours will not be paid for but will be considered incidental to this item.

- (e) No separate measurement and payment shall be made for Drums for tapers and cones for delineation and all costs associated with furnishing, installing, and maintaining traffic control drums and cones shall be considered incidental to the various Contract bid items provided herein.

**SP-24                    TRAFFIC CONTROL SIGNS FOR MAINTENANCE OF TRAFFIC**

- (a) This work shall include furnishing, installing, and maintaining traffic control signing to control vehicular and pedestrian traffic through work sites as detailed in the Traffic Control Plan (TCP), or as directed by the Engineer, in accordance with Section 01430 of the Standard Specifications for Construction, and as specified herein.
- (b) Traffic control signs shall be installed at the beginning of construction operations and shall be properly maintained and/or operated during the time such conditions exist. They shall remain in place only if they are needed and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to existing traffic patterns shall be displayed.
- (c) All other devices shall be removed, covered with opaque material, or turned so as not to be readable by oncoming traffic. Sign supports shall be constructed and erected in a workmanlike manner.
- (d) Signs for the purpose of controlling traffic shall not be obscured by weeds, trees, shrubbery, construction equipment, materials or spoil, personal vehicles, etc.
- (e) Signs that become faded or illegible shall be replaced.
- (f) No separate measurement and payment shall be made for Traffic Control Signs for Maintenance of Traffic and all costs associated with furnishing, installing, and maintaining traffic control signs shall be considered incidental to the various Contract bid items provided herein.

**SP-25                    FLAGGER FOR MAINTENANCE OF TRAFFIC**

- (a) This work shall include furnishing Flagger(s) when required, or as directed by the Engineer, to conduct traffic control along roadways and intersections in accordance with Section 01410 of the Standard Specifications for Construction, and as specified herein.
- (b) Flagger(s) shall valid non-expired Flagger Training Certification from American Traffic Safety Services Association (ATSSA). Flagger training certificate is valid 4 years from date of successful completion of course.
- (c) The failure of any Flagger(s) to perform the required duties in a safe, courteous, and professional manner always will be grounds for immediate replacement.
- (d) Flagger(s) shall utilize two-way radios or pilot vehicles when not within sight distance of each other, or when directed by the Engineer.
- (e) Flagger(s) shall utilize 24" x 24" STOP/SLOW paddles with eight (8) inch letters mounted at least five (5) feet above ground and will be handheld at all times, unless otherwise permitted

by the Engineer. All flagger(s) outfits and equipment (STOP/SLOW paddles, pilot cars, two-way radios, etc.) will be subject to the approval of the Engineer.

- (f) No separate measurement and payment shall be made for Flagger for Maintenance of Traffic under this Contract and all costs associated with providing flaggers including all labor, equipment, materials, and incidentals necessary to complete the work shall be considered incidental to the various Contract bid items provided herein.

**SP-26                    ARROW PANEL FOR MAINTENANCE OF TRAFFIC**

- (a) This work shall include furnishing and maintaining arrow panel(s) when required, or directed by the Engineer, to conduct traffic control along roadways and intersections in accordance with Section 01424 of the Standard Specifications for Construction, and as specified herein.
- (b) Arrow panel(s) for maintenance of traffic shall be used when necessary to temporarily occupy any part of the traveled width of roadway which will restrict traffic, either on the project site or on any other existing roadway. Arrow panel(s) shall not be placed without the approval of the Engineer.
- (c) The Contractor will be required to furnish the arrow panel(s) on site 24 hours in advance of actual use to ensure the unit(s) are functioning properly.
- (d) Each arrow panel will be paid for only once per unit day regardless of how many times it is moved or replaced. No payment will be made for subsequent moves of the arrow panel(s) within a given 24-hour period.
- (e) No separate measurement and payment shall be made for Arrow Panel for Maintenance of Traffic under this Contract and all costs associated with providing and maintaining arrow panels including all labor, equipment, materials, and incidentals necessary to complete the work shall be considered incidental to the various Contract bid items provided herein.

**SP-27                    PORTABLE VARIABLE MESSAGE SCREEN FOR MOT**

- (a) This work shall include furnishing and maintain Portable Variable Message Screen(s) (PVMS) for maintenance of traffic as directed by the Engineer in accordance with Section 104.19 of the MDSHA Specifications, and as specified herein. PVMSs will always be protected by drums when placed at or near roadways.
- (b) The Contractor will be required to furnish the PVMS(s) on site 24 hours in advance of actual use to ensure the unit(s) are functioning properly.
- (c) PVMS shall be posted at least five (5) days prior to night work when informing the traveling public. The placement of PVMS along roadside shall not block sidewalks or impede accessible pedestrian route in any way. The PVMS shall be adequately delineated with drums for visibility.
- (d) No separate measurement and payment shall be made for Portable Variable Message Screen for Maintenance of Traffic under this Contract and all costs associated with providing and maintaining Portable Variable Message Screen including all labor, equipment, materials, and

incidentals necessary to complete the work shall be considered incidental to the various Contract bid items provided herein.

**SP-28**

**PAVEMENT MARKING REMOVAL**

- (a) This work shall include removal of existing pavement line markings and pavement marking symbols in accordance with MDSHA Section 558 – Removal of Existing Pavement Markings of the MDSHA Standard Specifications for Construction and Materials.
- (b) The Contractor shall verify and layout all new pavement markings (temporary or permanent) as directed by the Engineer before any removal of pavement markings begin.
- (c) Prior to the beginning of work, the Contractor may be required to demonstrate the removal method to the Engineer for approval. A minimum of 100 feet of existing pavement markings shall be removed as a test strip at a location determined by the Engineer. If the method does not work or shows signs of damaging the road surface, then another method shall be tried. Additional control strips may be required. The preferred method is that which least damages the roadway and completely removes the markings.
- (d) Pavement markings shall be removed by means of mechanical abrasive grinding or milling. A scrapper or putty knife can be used to remove preformed pavement markings. Open flame for tape removal is not permitted. High pressure water or abrasive blasting will not be permitted unless approved by the Engineer.
- (e) Immediately behind the removal operation, a vacuum equipped street sweeper, or other means as approved by the Engineer, capable of removing all loose material shall be used to remove all dust and debris generated by the removal process prior to returning the area to traffic. The Contractor shall prevent debris from draining into inlets and waterways, and all debris shall be collected and disposed of on an approved spoil area or landfill.
- (f) Removal shall be performed in a straight and uniform manner, and shall follow the longitudinal alignment of the markings with a lateral deviation of no more than 1 in. in any 10 foot section. Affected area shall not exceed 1/2 inch on either side of the existing marking. The depth shall be uniform throughout, 1/8 inch or less, with no gouge areas in the pavement surface. If a second pass is necessary to completely remove the markings, the edges of the groove shall be feathered to a width of 1.25 inch on each side for every additional 1/8 in. of depth.
- (g) Any pavement surface damaged beyond the requirements specified herein by the Contractor's operations shall be repaired or repaved as determined by the Engineer at no additional cost to the County.
- (h) Measurement of lane line striping shall be based upon the measured linear feet of pavement line striping removed when the width of the existing pavement line striping is six (6) inches or less. Measurements shall be doubled for double width line striping.
- (i) Measurement of symbols shall be based upon MD SHA Standard 550.04 – Square Foot Areas of Pavement Marking Letters, Symbols, Arrows, and Numbers, as provided herein.
- (j) Measurement and payment will be made at the Contract unit price bid:

- (1) Linear Feet of Pavement Line Marking Removal or
- (2) Square Feet of Pavement Symbol Marking Removal

The unit price bid shall include all test strips, pavement marking abrasion, grinding, and/or removal, and all labor, equipment, materials, debris disposal, and incidentals necessary to complete the work.

**SP-29      TEMPORARY PAVEMENT MARKING PAINT 4”**

- (a) This work shall consist of furnishing and installing four (4”) inch white & yellow traffic paint used for striping travel lanes and milled surfaces as detailed in the Traffic Control Plan (TCP), or as directed by the Engineer, in accordance with Section 01450 of the Standard Specifications for Construction, and as specified herein.
- (b) Certifications for all paint materials and glass beads shall be submitted for approval to the Engineer prior to commencing work.
- (c) **The Contractor is responsible for documenting existing striping layout.** If striping changes are required, the County shall provide striping plans.
- (d) Prior to application, the pavement surface shall be clean and dry and free of all contaminants, including curing compound, dirt, and loose particles.
- (e) Paint shall be applied in accordance with the manufacturer's direction. The location of the lines shall be in accordance with the Traffic Control Plan (TCP), or as directed by the Engineer. Newly applied paint shall be dry so as not to track when crossed by a vehicle 20 seconds after application.
- (f) Temporary painted pavement striping shall be applied to newly milled pavement surfaces and base courses before the pavement is reopened to traffic.
- (g) Temporary painted pavement markings shall consist of a full complement of existing pavement markings, unless otherwise directed by the Engineer.
- (h) Unacceptable or defective temporary painted pavement striping shall be replaced at Contractor's expense within four (4) hours, or as directed, at no additional cost until final paving is complete.
- (i) Measurement and payment will be made at the Contract unit price bid for:

- (1) Linear Feet of Temporary Pavement Markings Paint 4”

The bid price shall include furnishing and installing traffic paint and all labor, equipment, materials, and incidentals necessary to complete the work.

**SP-30      PROTECTION OF THE ENVIRONMENT**

- (a) This work shall consist of providing and maintaining environmental erosion & sediment control measures at all times required by the Anne Arundel County Soil Conservation District

in accordance with Section 01500 of the Standard Specifications for Construction, as directed by the Engineer, and as specified herein.

- (b) Erosion & Sediment control measures shall include, but are not limited to, the use of berms, dikes, dams, sediment basins, sediment traps, gravel or stone, filters, silt fences, filter logs, straw bale dikes, fiber mats, netting, gravel or crushed stone, mulch, grasses, slope drains, and other appropriate methods approved by the Anne Arundel County Soil Conservation District to control erosion and siltation from erodible material exposed by construction activity on the project.
- (c) All work shall be performed in accordance with the "2011 Maryland Standards and Specifications for Soil Erosion And Sediment Control" as adopted by the Anne Arundel Soil Conservation District and the State of Maryland Department of Environment and all subsequent changes and addenda in effect at the time of receipt of Bids, as the official guide for erosion and sediment control measures for projects in Anne Arundel County.
- (d) Any responsible personnel involved in this project shall have a certificate of attendance from the Maryland Department of the Environment's certification program for erosion and sediment control before commencing work on the project.
- (e) The Contractor shall notify the Department of Inspections and Permits at 410- 222-7800, or by fax (410-222-7970), 24 hours prior to commencing work on this project and identify the location and nature of work to be performed.
- (f) All excavated material shall be protected to prevent sediment runoff. **Stabilization must be provided at the end of each workday or reinforced silt fence and/or filter log must be installed according to the current Maryland Standards and Specifications for Soil Erosion and Sediment Control.**
- (g) Any erosion and sediment control measures damaged during construction shall be repaired before the end of each working day and installed prior to a wet weather event.
- (h) If groundwater is encountered when trenching, filtering devices or additional sediment control must be utilized to treat the water prior to discharging onto an undisturbed area or into an adjacent inlet.
- (i) Construction will not impair existing surface drainage, constitute a potential erosion hazard, or act as a source of sedimentation to any adjacent property(s) or watercourse(s).
- (j) All trench construction will be closed or covered with plastic or protected with reinforced silt fence and/or filter log at the end of each workday.
- (k) The Contractor shall immediately notify the Engineer if unavoidable temporary impacts to waters of the state are anticipated or occur.
- (l) Contractor staging areas and stockpiles shall not be located within any wetlands, wetlands buffer, or adjacent to any waterways.
- (m) Impacts to wetlands, watercourses, and/or waterways are strictly prohibited.

- (n) All stabilization, whether mechanical or vegetative, must be done immediately upon completion of work.
- (o) Vegetation of all disturbed unpaved areas shall be performed in compliance with the current Maryland Standards and Specifications for Soil Erosion and Sediment Control.
- (p) If the Contractor utilizes borrow pits or waste areas located outside of Anne Arundel County, the location of such sites shall be designated at the time of Contract award and the Contractor shall be held solely responsible for complying with the applicable laws and regulations of such other County or political jurisdictions.
- (q) The Contractor shall be responsible for providing protection at all existing inlets and storm drains. Approved sediment control measures shall be utilized, as necessary, for all inlets in the vicinity of the proposed construction. In the event sediment is carried into existing inlets, the Contractor shall be responsible for cleaning and restoring the entire drainage system affected at his own expense.
- (r) Excavated materials shall be stored on the high side of excavations whenever practical. No more than fifty (50) feet of trench will be opened at any time. All open excavations and trenches shall be completed and re-stabilized prior to the end of work daily. All disturbed areas shall be stabilized as soon as possible.
- (s) All trees and shrubs shall be protected from damage by the Contractor, unless otherwise directed by the Engineer to be removed. All trees barked or scarred during construction shall receive proper repairs in accordance with the current Maryland Standards and Specifications for Soil Erosion and Sediment Control.
- (t) Tree care, protection, removal, pruning, and root removal shall be performed in compliance with the terms and conditions of the Anne Arundel County Tree Care Blanket Permit issued by the Maryland Department of Natural Resources.
- (u) Failure of the County to obtain required permits shall not be a basis for authorized delay or extra payment.
- (v) In case of repeated failures on the part of the Contractor to control erosion or silt runoff, the Engineer reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering cost will be charged to the Contractor and appropriate deductions made from the Contractor's monthly invoice.
- (w) No separate measurement and payment shall be made for Protection of the Environment under this Contract and all costs associated with implementing, maintaining, and removing erosion and sediment control measures will not be paid separately but shall be considered incidental to the various Contract bid items provided herein and shall include all labor, equipment, materials, and incidentals necessary to complete the work.



**SP-31            BITUMINOUS PAVEMENT CRACK SEALING**

- (a) This work shall consist of sealing existing transverse and longitudinal cracks and joints and random cracks in bituminous pavements as directed by the Engineer in accordance with Section 02644 of the Standard Specifications for Construction, and as specified herein.
- (b) Cracks ranging in width from 1/4" to 1/2" shall be sealed unless otherwise directed by the Engineer.
- (c) Ensure the crack sealer is a compatible material (with no rejuvenating agents or solvents).
- (d) Ensure that Cracks are not overfilled, and the manufacturer's recommended cure time is adhered to prior to placing the asphalt emulsion seal.
- (e) Crack sealing shall not be performed if pavement and/or air temperatures in the shade are below 40°F. Crack sealing shall not be commenced if precipitation has occurred within 24 hours or is anticipated to occur within 24 hours.
- (f) No sealant shall be installed until all cracks and joints have been cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material, and are sufficiently dry.
- (g) Following the initial cleaning operation, all cracks and joints shall be hot compressed air lanced within 10 minutes of application of the sealant. Equipment for the two operations should be kept in a compact configuration such that not more than 50 feet separates equipment required by the two operations. Extreme care shall be used to ensure the crack sidewalls do not become overheated and burned. All joints and/or cracks shall be cleaned of dirt, debris, and vegetation by routing and blowing with a heat lance to provide intact bonding surfaces free of dust and moisture.
- (h) Crack sealant shall be a hot pour elastomeric type conforming to the requirements of ASTM D 6690-15 Type II applied in complete accordance with manufacturer's specifications.
- (i) Crack sealant shall be applied by means of a hot applied sealant applicator. The melted applicator unit shall be a self-contained double boiler device with the transmittal of heat through heat transfer oil. It must be equipped with an onboard automatic heat-controlling device to permit the attainment of a predetermined temperature, then maintain that temperature as long as required. The unit shall have a means to vigorously and continuously agitate the sealant.
- (j) The sealant shall be transferred from the unit to the crack by means of a direct connected feed hose and wand. The equipment should be designed to allow the sealant to be circulated back into the unit when sealing is not being performed or equipped with a temperature controlled heated hose and wand that does not require circulation.
- (k) The sealant should not be heated to a temperature in excess of that specified by the manufacturer.
- (l) No sealant material shall be installed until all cracks and joints to be sealed have been inspected and approved by the Engineer.

- (m) The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids.
- (n) Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.
- (o) Joints and cracks shall be filled flush with the surface and any overfill shall be squeegeed so that the overland cap does not exceed 1/16" above the surface and the width does not exceed 2" beyond the crack edges. All over banding shall be kept to a minimum. After the sealant has cooled, settling shall not exceed 3/8" below the surface.
- (p) Traffic shall be kept off the pavement surface until the crack sealant has cured so it will not track or be distorted by traffic.
- (q) The Contractor shall remove and replace at his expense any sealant that pulls out within hours of opening to traffic as determined by the Engineer.
- (r) Measurement and payment will be made at the Contract unit price bid:

- (1) Pounds of Bituminous Pavement Crack Seal.

The unit price bid shall include pavement preparation, furnishing, hauling, and installing crack sealing sealant, and all labor, equipment, materials, and incidentals necessary to complete the work.

**SP-32**

**BITUMINOUS SURFACE TREATMENT PROGRAM**

- (a) This work shall include the preparation of pavements, and single application treatment of bituminous material followed by an application of cover coat aggregate as directed by the Engineer in accordance with Section 02644 of the Standard Specifications for Construction, and as herein specified.
- (b) The Contractor shall submit mix designs and certifications for Bituminous Surface Treatment materials to be used on this Contract to the Engineer for approval at least two (2) weeks prior to commencing this Contract. Approved MDSHA mix designs that meet or exceed County mix specifications will be accepted.
- (c) The Contractor will be required to maintain production of uniform bituminous mixes inspected and tested in accordance with the material requirements of Section 02641.02 of the Standard Specifications for Construction. Payment may be reduced or negated for any material that does not meet specifications.
- (d) All Bituminous Surface Treatment must be placed in the presence of an Inspector designated by the Engineer. Bituminous Surface Treatment produced and placed in the absence of an Inspector will not be accepted and shall be removed at the discretion of the Engineer and no payment will be made thereof.
- (e) The Contractor shall be responsible for submitting a Quality Control Plan and conducting regular bituminous production & field testing for compliance. The County shall perform Quality Assurance testing to ensure adherence to the specifications.

- (f) Aggregate for cover coat shall be No. 8 stone, graded in accordance with AASHTO M 43, and meet the applicable requirements of Sections 02644.02 and 02641.02 of the Standard Specifications for Construction except that loss by wash for material finer than the No. 200 sieve shall not be greater than 1.0% by weight at source of production.
- (g) All aggregate material will be double washed stone. Aggregate shall not be used within 24 hours of washing. The use of Serpentine aggregate shall not be permitted.
- (h) Aggregate from more than one source shall not be furnished for a specific route or subdivision unless approved by the Engineer.
- (i) Liquid bituminous material shall be a Cationic Rapid Setting Emulsion-Polymer Modified (CRS-2PM) and conform to the requirements of AASHTO M140.
- (j) The use of cutback asphalts is only permitted upon approval of the Engineer.
- (k) Surface treatment shall not be performed if pavement and/or air temperatures in the shade are below 50°F. Construction shall not be started if rain or fog is anticipated. No surface treatment shall be placed when there is the danger the finished product will freeze before 24 hours.
- (l) Surface treatment shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time as determined by the Engineer.
- (m) Immediately prior to applying the surface treatment, the pavement surface shall be cleared of all loose material, oil spots, vegetation, and other objectionable material.
- (n) Surface treatment shall not be applied to wet or damp surfaces.
- (o) All utility covers and manholes shall be adjusted prior to surface treatment.
- (p) The application of a prime coat is not required unless directed by the Engineer.
- (q) Liquid bituminous asphalt as specified shall be uniformly applied at 0.35 gallons per square yard by means of an automated asphalt distributor truck with adjustable distribution nozzles capable of applying material a minimum of 22 feet in a single pass.
- (r) Stone aggregate as specified shall be spread uniformly at 25 pounds per square yard by means of an automated mechanical spreader capable of applying material a minimum of 22 feet in a single pass.
- (s) No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of six inches (6") shall be allowed for overlap of longitudinal lane line joints.

- (t) Rolling shall be performed by a minimum of two (2) 8-10 ton pneumatic rollers with a tire pressure of 50 PSI equipped with a water spray system.
- (u) The surfaced areas shall be subjected to a minimum of two (2) full coverage passes by the roller. Rolling should not commence until the surface treatment has cured enough so that it will not pick up on the tires of the roller.
- (v) Care shall be taken to measure straight lines along curbs and shoulders. No run off on these areas will be permitted. Lines at intersections will be kept straight to provide good appearance.
- (w) Excess surface treatment shall be immediately removed from gutters, driveways, and other unintended surfaces.
- (x) In some instances, a double surface treatment coat will be required by the Engineer. The second coat shall be applied immediately after the application of the initial coat. The double coat will be measured and paid separately in addition to the single surface treatment application.
- (y) Measurement and payment of liquid bituminous material is excluded from this item and is measured and paid for separately as described in Special Provision SP-35 Liquid Asphalt Cement herein.
- (z) Measurement and payment will be made at the Contract unit price bid:

(1) Square Yard of Bituminous Surface Treatment

The unit price bid shall include pavement preparation, furnishing, hauling, placing and compacting aggregate and bituminous materials, and all labor, equipment, materials, and incidentals necessary to complete the work.

**SP-33            MECHANICAL VACUUM SWEEPING**

- (a) This work includes performing mechanical vacuum sweeping of pavements to remove dirt, debris, and loose aggregate, as directed by the Engineer, and as specified herein.
- (b) Pavement sweeping shall be performed by means of motorized vacuum or regenerative air street sweeper capable of performing a minimum pass of seven (7) foot width with a minimum capacity of six (6) cubic yards.
- (c) Pavement sweepers shall be operated and maintained in accordance with manufacturer's specifications. At no time shall a street sweeping device be used that does not immediately pick up debris, i.e. a rotating brush on the front of a farm tractor or other mobile device.
- (d) All sweeping equipment, as well as disposal trucks and skid loaders shall be equipped with adequate warning devices and lights for safe operation. While sweeping, vehicles shall be equipped with top-mounted warning lights (rotation or beacon) visible for 360 degree or comparable traffic safety lights.

- (e) Worn brushes and brooms shall be replaced and adjusted to insure maximum efficiency.
- (f) Sweeping shall normally consist of a single pass over an area. Contractor will make as many additional passes or such extra effort as may be required to adequately clean the street. The Contractor will also ensure that all loose material is removed from gutter pans, sidewalks or adjacent unpaved areas including shoulders and/or front lawns.
- (g) The Contractor shall use all reasonable methods to minimize dust emissions during the performance of this work.
- (h) The Contractor will furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.
- (i) The Contractor shall dispose of all refuse and debris collected during cleaning/sweeping operations, by hauling to a legally established landfill for disposal of solid waste. The cost for disposal of all refuse and debris, including dump fees, shall be incidental to this item.
- (j) Mobil Vacuum Sweeping required in preparation for other contract items will not be measured for payment, but the cost will be incidental to the other contract items regardless of the direction of Engineer.
- (k) Measurement and payment for will be made at the Contract unit price bid for:

(1) Hour of Mechanical Vacuum Sweeping

For hours of active mechanical vacuum sweeping following the application of other contract items as directed by the Engineer. The unit price bid shall include and all labor, equipment, materials, debris disposal, and incidentals necessary to complete the work. No compensation shall be considered for idle time.

**SP-34**

**BITUMINOUS PAVEMENT FOG SEALING PROGRAM**

- (a) This work includes applying Fog Seal using diluted as directed by the Engineer, and as specified herein.
- (b) The Contractor shall submit mix designs and certifications for Fog Seal materials to be used on this Contract to the Engineer for approval at least two (2) weeks prior to commencing this Contract. Approved MDSHA mix designs that meet or exceed County mix specifications will be accepted.
- (c) Emulsified asphalt shall meet M 208, Grade CSS-1h or CQS-1h. Each load of emulsified asphalt shall be accompanied by certification stating the emulsion meets specification requirements.
- (d) Perform any necessary patching, crack sealing, pavement marking removal and bituminous surface treatment prior to applying the fog seal.

- (e) Place the emulsion when the air and surface temperatures are at least 50 F, when it is not raining or foggy, and when the local weather forecast does not predict precipitation or the temperature to fall below 40 F within 24 hours from the time the emulsion is to be placed. Cease placement when the surface or air temperature falls below the specified limits. Any further placement is at risk.
- (f) Use a calibrated bituminous distributor equipped to spray the emulsion uniformly across the designated surface at the temperature recommended by the manufacturer. Spray the seal at readily determined and controlled rates from 0.06 to 0.22 gal/yd<sup>2</sup> with an allowable variation from the specified rate of not more than plus or minus 5 percent. Refer to D2995.
- (g) Dry and clean the surface of all loose and foreign materials prior to applying the emulsion.
- (h) Apply the seal uniformly over the pavement surface in one application so that it penetrates into the pavement without ponding (Refer to table below). Do not apply the seal wider than 4 inches beyond the edge of rumble strips. The application rate may be adjusted as directed. Thoroughly spray areas missed by the bituminous distributor by hand to ensure uniform coverage.

<b>Recommended Fog Seal Coat Application Rates</b>			
% Water In Original Emulsion	Dilution Rate	Existing Pavement Surface	
		Dense Graded Asphalt Surface	Bituminous Surface Treatment
		(gal/yd <sup>2</sup> )	(gal/yd <sup>2</sup> )
50	1:1	0.03 – 0.11	0.10 – 0.22

- (i) Prevent the seal from being applied outside the designated areas using a fine aggregate dam or other approved method. Replace any pavement markings which are obliterated by this operation at no additional cost unless otherwise specified. Completely remove any seal applied or tracked outside of designated areas at no additional cost.
- (j) Apply fine aggregate to the seal at the rate of 1 to 3 lb/yd<sup>2</sup> before it breaks, wherever ponding occurs or where early opening to traffic is necessary, as directed. Remove the fine aggregate by means of a rotary broom and vacuum truck within ten (10) days after the application of the seal. Re-sand any areas affected by bleeding. Correct all rough and non-uniform areas as determined.
- (k) Allow the seal to cure completely before opening to traffic. Allow 2 hours for the seal to cure before permitting traffic on the pavement, or as determined. Repair sealed areas damaged by traffic at no additional cost.
- (l) Measurement and payment will be made at the Contract unit price bid:

(1) Square Yard of Fog Seal

The unit price bid shall include pavement preparation, furnishing and placement, aggregate, tie-ins to connecting roads, emulsion, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

**SP-35            LIQUID ASPHALT CEMENT**

- (a) This work shall include furnishing liquid asphalt cement used in items in accordance with Section 02641 of the Standard Specifications for Construction and as herein specified.
- (b) Measured tons of liquid asphalt cement will be computed monthly based upon the liquid asphalt cement content target value specified in the Contractor's approved mix design and paid for at the prevailing monthly price of asphalt cement as determined by the Maryland Asphalt Association (MDAA) Asphalt Index.
- (c) No additional price adjustment for asphalt binder cost fluctuations shall be considered as payment shall be based upon the prevailing monthly price of asphalt cement at the time of placement.
- (d) Liquid asphalt cement tonnage shall be measured as follows:

For Bituminous Surface Treatment:

$$AC = SY \times ACR \times \% \text{ Emulsion}$$

Where:

AC = Liquid Asphalt Cement (Tons)

SY = Bituminous Surface Treatment (Square Yards)

ACR = 0.001489 (Ton per Square Yard) = 0.35 Gal/yd<sup>2</sup> ÷ 235 Gal/Ton

% Emulsion = Percent Liquid Asphalt Cement in Emulsion

- (e) Measurement and payment will be made under the established Contract line item for Each of Liquid Asphalt Cement at the prevailing monthly price of asphalt cement as determined by the MDAA Index at the time of placement and shall include furnishing liquid asphalt cement, and all labor, equipment, materials, and incidentals necessary to complete the work.

**SP-36            THERMOPLASTIC PAVEMENT MARKING 4"**

- (a) This work shall include, but is not necessarily be limited to, the preparation of surfaces, and furnishing & applying lead free reflective thermoplastic pavement striping for roadway delineation as directed by the Engineer in accordance with Section 02722 of the Standard Specifications for Construction, and as specified herein.
- (b) Material used for thermoplastic pavement striping shall be Lead free reflective thermoplastic pavement markings meeting the material requirements of Section 951.04 – Thermoplastic Pavement Markings and Section 951.09 Glass Beads, furnished and installed as specified in Section 554 – Thermoplastic Pavement Markings, of the MDSHA Standard Specifications for Construction and Materials.
- (c) The Contractor must certify to the Engineer that all materials meet or exceed specifications prior to installation.

- (d) Pavement surfaces shall be dry and free of oil, dirt, grease, and other contaminants prior to application of pavement markings. Clean nonconforming surfaces to a width four (4") to six (6") inches wider than proposed markings.
- (e) Air and surface temperatures shall be at least 50°F and rising at time of placement.
- (f) Lead free reflective thermoplastic markings applied shall be 90-95 mils thickness. Price adjustments for thickness will be applied in accordance with MDSHA Standard Specification for Construction 554.04.01 – Price Adjustment for Film Thickness.
- (g) The Contractor is responsible for accurately documenting the location of all existing pavement marking prior to construction. Pavement marking are to be replaced in kind unless otherwise directed by the Engineer. No compensation will be considered for any work resulting from failure to adequately document and reinstall existing traffic patterns.
- (h) Thermoplastic pavement markings shall be installed in conformity with the Maryland Manual on Uniform Traffic Control Devices for Streets and Highways 2011 Edition, including any revision thereto.
- (i) Center line striping along County roads, when required, shall consist of four (4") inch thermoplastic lines with a five (5") inch gap. Lane lines and skips shall consist of four (4") inch thermoplastic painted lines.
- (j) For every project (road) included within a task order request, installation of thermoplastic 4" pavement markings replacement of pavement marking is expected to be completed no later than seven (7) calendar days, after the completion of asphalt surface and side road paving.
- (k) In the event the installation of thermoplastic 4" pavement markings is not completed within seven (7) calendar days, of the completion of asphalt surface and side road paving on a particular project (road), liquidated damages of \$100 per day will be assessed for every calendar day beyond the seven (7) calendar days provided for the particular project (road).
- (l) The Contractor shall be responsible for any defects in materials and workmanship of permanent pavement marking striping for a period of 180 days from the date of installation. Pavement markings lines and markings will be deemed defective if they fail to adhere properly, do not meet reflectivity specifications, or are discolored when compared with color standards. The Contractor will be required to remove and replace all defective markings within seven (7) calendar days of notification from the Engineer at Contractor's expense.
- (m) Measurement and payment will be made at the Contract unit price bid for:

(1) Linear feet of Thermoplastic Pavement Marking Striping 4"

The bid price shall include furnishing and applying thermoplastic pavement striping, and all labor, equipment, materials, and incidentals necessary to complete the work.

**SP-37**

**THERMOPLASTIC PAVEMENT MARKING SYMBOLS**

- (a) This work shall include, but is not necessarily be limited to, the preparation of surfaces and furnishing and applying pre-formed pavement, or painted, marking symbols as directed by the



Engineer in accordance with Section 02722 Pavement Marking of the Standard Specifications for Construction, and as specified herein.

- (b) Material used for Pavement Marking Symbols shall be either:
  - (1) Lead free reflective Thermoplastic Pavement Markings meeting the material requirements of Section 951.04, and furnished and installed as specified in Section 554 of the MDSHA Specifications.
  - (2) Heat applied permanent Pre-formed Thermoplastic Pavement Markings meeting the material requirements of Section 951.06, furnished and installed as specified in Section 556 of the MDSHA Specifications
- (c) The Contractor must certify to the Engineer that all materials meet or exceed specifications prior to installation.
- (d) Pavement surfaces shall be dry and free of oil, dirt, grease, and other contaminants prior to application of pavement markings. Clean nonconforming surfaces to a width four (4") to six (6") inches wider than proposed markings.
- (e) Air and surface temperatures shall be at least 50°F and rising at time of placement.
- (f) Lead free reflective thermoplastic markings applied shall be 90-95 mils thickness. Price adjustments for thickness will be applied in accordance with MDSHA Standard Specification for Construction 554.04.01 – Price Adjustment for Film Thickness.
- (g) The Contractor is responsible for accurately documenting the location of all existing pavement marking stop bars, crosswalks, and symbols prior to construction. Pre-formed or thermoplastic pavement marking stop bars, crosswalks, and symbols are to be replaced in kind unless otherwise directed by the Engineer. No compensation will be considered for any work resulting from failure to adequately document and reinstall existing traffic patterns.
- (h) Pre-formed or thermoplastic pavement marking stop bars, crosswalks, and symbols shall be installed in conformity with the Maryland Manual on Uniform Traffic Control Devices for Streets and Highways 2011 Edition, including any revision thereto.
- (i) Stop bars shall be installed four (4) feet from tangent, or crosswalk. Stop bars shall be 12" inch width at or approaching County Roads, and 24" inch at or approaching State Road intersections.
- (j) Crosswalks shall consist of a pair of 12" lines with a minimum spacing of six (6) feet minimum inside dimensions unless otherwise directed by the Engineer. Crosshatching shall consist of 12" lines with a 24" gap. All crosswalks shall be crosshatched unless otherwise directed by the engineer.
- (k) The Contractor shall be responsible for any defects in materials and workmanship of permanent pavement marking symbols for a period of 180 days from the date of installation. Pavement markings symbols will be deemed defective if they fail to adhere properly, do not meet reflectivity specifications, or are discolored when compared with color standards. The Contractor will be required to remove and replace all defective markings within seven (7) calendar days of notification from the Engineer at Contractor's expense.

- (l) For every project (road) included within a task order request, replacement of pavement marking symbols including stop bars, crosswalks, and pavement arrows is expected to be completed no later than seven (7) calendar days after the completion of asphalt surface and side road paving.
- (m) In the event the replacement of pavement marking symbols including stop bars, crosswalks, and pavement arrows is not completed within seven (7) calendar days of the completion of asphalt surface and side road paving on a particular project (road), liquidated damages of \$100 per day will be assessed day for every calendar day beyond the seven (7) calendar days provided for the particular project (road).
- (n) Measurement of symbols shall be based upon MD SHA Standard 550.01 – Square Feet Areas of Pavement Marking Letters, Symbols, Arrows, and Numbers as provided herein.
- (o) Measurement and payment will be made at the Contract unit price bid for:
  - (1) Linear Feet of Pavement Marking for 12” Stop Bar or Crosswalk
  - (2) Square Feet of Pavement Marking Symbol

The bid price shall include furnishing and applying pavement marking symbols, and all labor, equipment, materials, and incidentals necessary to complete the work.

**SP-38**

**MISCELLANEOUS MATERIALS, EQUIPMENT AND/OR LABOR**

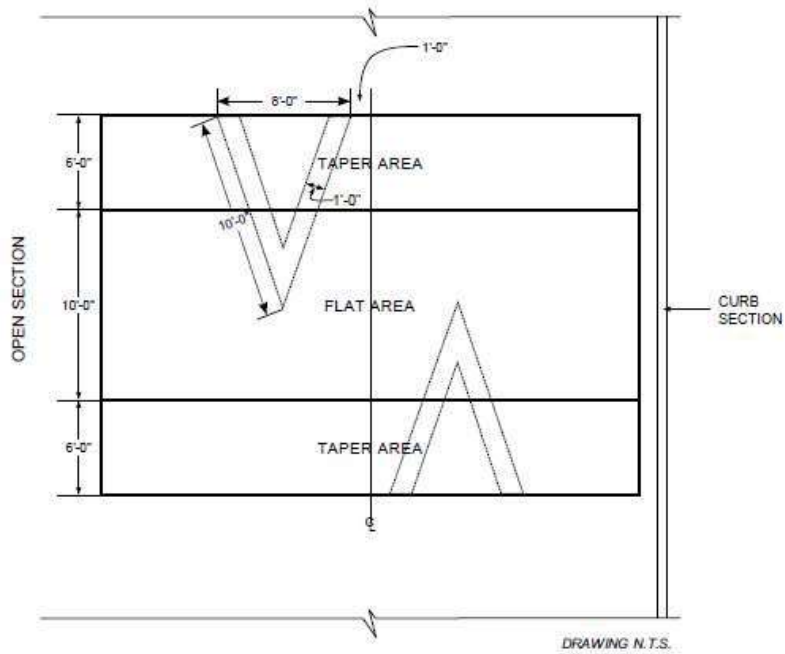
- (a) This work shall consist of procuring, furnishing, and installing miscellaneous material items not specifically identified within these Special Provisions as directed by the Engineer in accordance with General Provision 9.04 Force Account Work of the Standard Specifications for Construction, and as herein specified.
- (b) The Contractor is required to obtain advanced approval from the Engineer for all work under this section and is required to submit original invoices and supporting documentation for all materials, transport, rental equipment, and labor expenditures to the Engineer for reimbursement.
- (c) Measurement and payment will be made at the established contract line item for reimbursement of materials, equipment, and/or labor as specified and shall include all costs to procure and transport miscellaneous specified materials to the worksite, and all labor, equipment, materials, and incidentals necessary to complete the work.

STANDARD DETAILS

FLATTOP SPEED HUMP PAVEMENT MARKINGS.....SD-2  
PAVEMENT MARKING SYMBOLS (MD-550.01) .....SD-3

FLATTOP SPEED HUMP PAVEMENT MARKINGS

**PAVEMENT MARKINGS**  
WITH TEMPORARY TAPE



PAVEMENT MARKING SYMBOLS (MD-550.01)

SQUARE FOOT AREAS OF SYMBOLS AND ARROWS			SQUARE FOOT AREAS OF LEGENDS		
SYMBOL	DESCRIPTION	AREA (SQ. FT.)	LEGEND	SIZE/DESCRIPTION	AREA (SQ. FT.)
	THROUGH LANE-USE	12.5	AHEAD	8' HIGH	29.0
	TURN LANE-USE (LEFT OR RIGHT)	15.5	LANE LEFT	8' HIGH (STANDARD)	22.3
	TURN AND THROUGH LANE-USE (LEFT OR RIGHT)	25.5	LEFT ONLY	8' HIGH	18.2
	LEFT AND RIGHT TURN LANE-USE	27.0	PED	8' HIGH	20.8
	ALL DIRECTIONS LANE-USE	38.5	RIGHT	8' HIGH	17.3
	LANE-REDUCTION (LEFT OR RIGHT)	42.0	SCHOOL	8' HIGH (STANDARD)	32.3
	FREEWAY, EXPRESSWAY AND RAMP ARROW	24.4		10' HIGH (ACROSS TWO LANES)	94.0
	WRONG WAY ARROW	23.8	SLOW STOP	8' HIGH	22.8
	HOV LANE	13.5	TURN	8' HIGH	20.8
	ACCESSIBILITY SYMBOL (BLUE BACKGROUND)		XING	8' HIGH	20.3
	40"x40" (STANDARD)	11.5	YIELD	8' HIGH	22.3
	48"x48" (SPECIAL)	16.0			
	RAILROAD-CROSSING	64.7 (TOTAL)			
	"R" (6' HIGH)	3.6 (EACH)			
	"X" (20' HIGH)	57.5			
	YIELD AHEAD TRIANGLE				
	POSTED SPEED LIMIT 45 MPH OR GREATER	43.0			
	POSTED SPEED LIMIT LESS THAN 45 MPH	34.0			
	SHARKS TEETH				
	12"x18" POSTED SPEED LIMIT LESS THAN 45 MPH	0.75			
	24"x36" POSTED SPEED LIMIT 45 MPH OR GREATER	3.0			
	BIKE LANE DETECTOR 12"x43"	1.0			
	SHARED LANE (SHARROW) 40"x112"	9.0			
	BIKE LANE ARROW 24"x72"	5.0			
	BIKE LANE (STANDARD) 40"x72"	5.0			
	BIKE LANE (ALTERNATE NOT FOR USE ON STATE ROADWAYS) 30"x72"	6.0			

SQUARE FOOT AREAS OF NUMBERS										
NUMBER	1	2	3	4	5	6	7	8	9	0
SMALL (6 FT.)	1.5	3.3	3.3	2.9	3.5	3.5	2.2	3.8	3.5	3.4
LARGE (8 FT.)	2.6	5.8	5.8	5.1	6.1	6.2	3.8	6.7	6.2	6.0

SQUARE FOOT AREAS OF LETTERS											
LETTER	A	B	C	D	E	F	G	H	I	J	K
SMALL (6 FT.)	3.1	4.0	2.7	3.4	3.3	2.6	3.3	3.4	1.5	2.1	3.1
LARGE (8 FT.)	5.5	7.1	4.8	6.1	5.9	4.7	5.8	6.0	2.6	3.7	5.7

LETTER	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
SMALL (6 FT.)	2.2	4.2	4.0	3.4	3.0	3.6	3.6	3.2	2.2	3.2	2.7	4.2	2.7	2.2	2.9
LARGE (8 FT.)	3.8	7.4	7.1	6.0	5.3	6.3	6.3	5.7	3.8	5.6	4.8	7.3	4.8	3.9	5.1

NOTE: REFER TO THE MOST RECENT VERSION OF THE MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE FHWA STANDARD HIGHWAY SIGNS MANUAL FOR DIMENSIONS OF ALL PAVEMENT MARKING LETTERS, SYMBOLS, ARROWS, AND NUMBERS.

SPECIFICATION	CATEGORY CODE ITEMS	<p align="center"><b>Maryland Department of Transportation</b> <b>STATE HIGHWAY ADMINISTRATION</b> STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES</p> <p align="center"><b>SQUARE FOOT AREAS OF PAVEMENT MARKING</b> <b>LETTERS, SYMBOLS, ARROWS AND NUMBERS</b></p> <p align="center"><b>STANDARD NO. MD 550.01</b></p>	
APPROVED	<i>Cedric W. [Signature]</i> DIRECTOR - OFFICE OF TRAFFIC AND SAFETY		
	APPROVAL • SHA REVISIONS		APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL 5-21-14		APPROVAL 5-20-14
	REVISION	REVISION	

**ANNE ARUNDEL COUNTY**

***BITUMINOUS SURFACE TREATMENT PROGRAM  
COUNTYWIDE***

**Proposal No.: H4786156-TO**

**Project No.: H478600**

**APPENDIX "A"**

**CONTRACTOR CUSTOMER SERVICE PROGRAM**

Customer Relations Requirements

All consultants, contractors, subcontractors, suppliers and etc., are required to assume their part in the County's Customer Oriented Programs. A description of the Department's policy and its action items are as follows:

"The Department of Public Works has a customer oriented philosophy that requires all employees, consultants, contractors, etc., to adhere to the five dimensions of quality service."

The Five Dimensions of Quality Service Are:

1. Reliability: Is what was promised provided dependably and accurately?
  - a. Scheduling
  - b. Proper notification
  - c. Traffic control
  - d. Sediment control
  - e. Quality of work
  
2. Assurance: Are the employees knowledgeable and courteous, and can they express trust and confidence?
  - a. Citizen interaction - knowledgeable
  - b. Concerns remedied
  
3. Empathy: Are caring and individual attention provided?
  - a. Citizen interaction - polite, courteous
  - b. Callbacks will be treated as part of the construction effort

4. Responsiveness: Is there a willingness to help customers and provide proper service?
  - a. Response to citizen concern within two days. If required work is anticipated to exceed two days, a schedule must be provided indicating when work will be completed.
  - b. Additionally, follow-up must be accomplished. Whether the work is complete or not, the follow-up must be done.
  
5. Tangibles: Are the physical facilities and equipment customer friendly?
  - a. Traffic control
  - b. Sediment control
  - c. Safe driving - includes control of speed of vehicles
  - d. Sanitary facilities provided for manpower

As a means of ensuring the contractor's participation, each contractor must provide a customer plan and a team composition responsible for adhering to the "Five Dimensions of Customer Service" given previously. Additionally, the plan and the team composition are to be submitted within fourteen (14) calendar days of NTP or concurrent with the contractor's on-site mobilization. The team leader is required to oversee the entire program and be available to assist in resolution of concerns. The other members of the team will provide courteous and prompt assistance to concerns. Any contractor's employee(s) not performing in accordance with the above will be subject to removal from further participation in the project upon written order from the County representative. Failure to participate or respond as required shall be cause for termination of the contract for non-performance.

# ANNE ARUNDEL COUNTY

## BITUMINOUS SURFACE TREATMENT PROGRAM COUNTYWIDE

Proposal No. H4786156-TO

Project No.:H478600

### APPENDIX “B”

#### CONTRACTOR SECURITY PROGRAM

This appendix describes measures to be taken by the contractor to reduce the risk of vulnerability to Anne Arundel County Department of Public Works (DPW) Utility Operations facilities for each of the Homeland Security Threat Advisory Levels. Utility Operations personnel may take measures based on the Department of Public Works Policy and Procedures Manual that will impact the contractor’s work. Consultants, contractors, subcontractors, suppliers, etc. are required to perform their part in this program.

The following measures shall be implemented based on the security threat level declared by Utility Operations.

#### *Standard Practice & Measures*

1. Carry identification while on Utility Operations property. Minimum identification may consist of a printed or hand written business card or paper bearing the hiring company’s name, the individual’s name and the signature of the hiring company foreman, supervisor or other representative.
2. Challenge unknown visitors. Request identification and purpose of visit.
3. Review security procedures with personnel.
4. Report suspicious activity (carrying suitcases / containers, photographing, noting or asking questions about operations, pumping or pipeline operations or security measures) to supervision. Supervision determines whether to contact law enforcement and chain of command.
5. Report unidentified vehicles parked or operated in a suspicious manner on or in Utility Operations facilities, equipment or rights-of-way. Notify supervision of infractions. Supervision determines whether to contact law enforcement and chain of command.

#### *Elevated Threat Advisory Level – No Specific Information on Timing or Location*

1. Remind personnel to:



- (a) Carry identification while on Utility Operations property. Minimum identification may consist of a printed or hand written business card or paper bearing the hiring company's name, the individual's name and the signature of the hiring company foreman, supervisor or other representative.
  - (b) Challenge unknown visitors.
  - (c) Request identification and purpose of visit.
2. Cease public tours.
3. If directed by Utility Operations:
- (a) Remove vehicles and objects (e.g dumpsters) parked within 25 yards of specified facilities.
  - (b) Park vehicles outside facilities. Implement centralized parking and shuttle service.
  - (c) Report suspicious vehicles or objects to Utility operations supervision.
  - (d) Verify the identity of individuals entering specified facilities
  - (e) Facility gates and entrances will be locked, except when passing through. Limit access to essential employees and contractor. Verify the identity of Individuals entering facilities. Issue visitor badges to visitors.
  - (f) Inspect building rooms and storage areas not in regular use, daily.
  - (g) Inspect the interior and exterior buildings for suspicious activities or packages. Check for signs of tampering r indications of unauthorized entry.
4. Utility Operations may:
- (a) Erect barriers to control the direction of traffic flow and parking.
  - (b) Consult with law enforcement to close public roads and facilities.

*Imminent Threat Advisory Level – Threat at Location Impending or Very Soon*

- 1. Remind personnel to:
  - (a) Display identification while on Utility Operations property. Minimum identification may consist of a printed or hand written business card or paper bearing the hiring company's name, the individual's name and the signature of the hiring company foreman, supervisor or other representative.
  - (b) Challenge unknown visitors.
  - (c) Request identification of anyone not displaying it and ask the purpose of his or her visit.
- 2. Limit access to facilities and activities to personnel with legitimate and verifiable need to enter.
  - (a) Cease public tours.

3. Buildings, rooms, and storage areas will be locked. Inspect baggage, briefcase, and packages brought to the facility.
4. If directed by Utility Operations:
  - (a) Remove vehicles and object (e.g. dumpsters) parked within 25 yards of specified facilities. Identified owners of vehicles on Utility Operations property. Have unidentified vehicles inspected by law enforcement personnel and, if appropriate, removed.
  - (b) Park vehicles outside facilities, Implement centralized parking and shuttle service.
  - (c) Inspect delivery vehicles and containers entering the facility. Require advance delivery notification and validate credentials of the driver.
  - (d) Implement daily inspections of specified building and grounds.
  - (e) Take steps to control access to specified facilities.
  - (f) Facility gates and entrances will be locked, except when passing through. Limit essential employees and contractors. Verify the identity of individual entering facilities. Issue visitor badges to visitors.
  - (g) Inspect buildings, rooms and storage areas not in regular use daily.
  - (h) Inspect the interior and exterior of building for suspicious activities or packages. Check for signs of tampering or indications of unauthorized entry.
  - (i) Implement mailroom procedures. Have mail and packages sent to a central, secure location and inspected before distribution.
5. Utility Operations may:
  - (a) Restrict access to specific facilities.
  - (b) Request closure of public roads and facilities in the vicinity of specified facilities. Stop work in part or total.
  - (c) Stop work in part or in total.
  - (d) Erect barriers to control the direction of traffic flow and parking.
  - (e) Consult with law enforcement to close public roads and facilities.
  - (f) Post guards.

**APPENDIX C**  
**PREVAILING WAGE AND LOCAL HIRING**  
**MANDATORY REQUIREMENTS**

The Contractor and all Subcontractors must comply with the Prevailing Wage Law and Local Hiring Requirements contained in Chapters 8-2-115 and 8-2-116 of the Anne Arundel County Code and Anne Arundel County Bill 72-21, as amended. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The County will use the State of Maryland Commissioner of Labor and Industry rates for state funded construction contracts for Wage Determinations in the County at the time of award of the capital improvement contract, these rates include the basic hourly rate and fringe benefits. Apprentices must be paid at least the rate that the state's apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Any Contractor that is subject to the prevailing wage or local hiring law will be required to agree to the below provision:

For the purposes of these requirements, an employee means an apprentice, laborer or mechanic employed by a contractor on a capital improvement project, including any subcontractors, with a value of over \$250,000, or a capital project with a value over \$5,000,000.

Capital Improvement Project does not include blanket order or open end agreements, or capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; with another governmental entity; to the extent the contractor is precluded from compliance by the terms of any federal or state law, contract or grant; entered into pursuant to Anne Arundel County Code Section 8-1-107(B); entered into as a joint or cooperative purchase or entered into as an emergency purchase.

The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for capital improvement contracts under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. This rate means the basic hourly rate and fringe benefit rate established annually by the State of Maryland Commissioner of Labor and Industry for state funded construction contracts in the County at the time of award of the capital improvement contract. Apprentices must be paid at least the rate that the state's apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Wage deductions must be fair and reasonable and may only be made when (1)

required by law; (2) authorized in a written agreement between the employee and contractor signed at the beginning of employment that concern food, sleeping quarters, or similar items; and are submitted by the contractor to the Director of the County's Prevailing Wage Program; or are required or allowed by a collective bargaining agreement between a bonafide labor organization and a contractor. Contractors may NOT split or subdivide a capital improvement contract or a subcontract awarded pursuant to the capital improvement contract, pay an employee through a third party, treat the employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage or local hiring laws; or employ an individual classified as a helper or trainee to perform direct and measurable work under a capital improvement contract.

2. Pay employees at a rate equal to or more than the regular prevailing wage rate for overtime for the type of work performed for each hour that the employee performs direct and measurable work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry.
4. The Contractor may only deduct wages fairly and reasonably when (1) required by law; (2) authorized in a written agreement between the employee and contractor signed at the beginning of employment that concern food, sleeping quarters, or similar items; and are submitted by the contractor to the Director of the County's Prevailing Wage Program; or are required or allowed by a collective bargaining agreement between a bonafide labor organization and a contractor.
5. Electronically submit payroll records through (pending procurement), within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. A contractor must submit a certified complete copy of its payroll records for a capital improvement contract covered by the County's Prevailing Wage or local hiring laws within 14 days after the end of each payroll period.
6. Contractors must retain records for a period of five years after the work is completed and must permit the Director of the Department that administers the Prevailing Wage program, or their designee, to inspect the payroll records at a reasonable time and as often as necessary.
7. The Contractor's payroll records shall contain a statement signed by the contractor attesting and certifying that the payroll records are complete and correct; the wage rates are not less than required by the County Code and Purchasing Regulations; and the rate of pay and classification for each employee accurately reflects the work the employee(s) performed.
8. All payroll records shall include the name, address, telephone number and email of the contractor; the name and location of the job; and each employee's name, current address unless previously reported; current address unless previously reported; specific work classification; daily basic time and overtime hours; total basis time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages.
9. The County may in their sole discretion perform random or regular audits and investigate any complaint of a violation of the County's prevailing wage and local hiring laws and requirements If a Contractor or any Subcontractors are late in submitting copies of any payroll

records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;

10. A Contractor must make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Anne Arundel County residents. Further, the Contractor will submit quarterly reports relating to local hiring with respect to a capital project or capital improvement project meeting the necessary requirements that lists the number of new hires needed for the contract during the reporting period, the number of County residents hired during the reporting period, the number of all employees hired during the reporting period. The local hiring reporting will include a description of the best efforts made to fill open positions with County residents. New hires reported must list their name, the last four digits of their social security number, the job title, the hire date, the address and the referral source.
11. Any and all disputes will be handled as set forth in the County's prevailing wage and local hiring law. The Contractor agrees to this method of resolving disputes and waives any right of appeal or claims beyond that set forth in the prevailing wage and local hiring law as a condition of award.
12. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;. Contractor may appeal a written decision of the Director of Central Services, that the Contractor violated a provision of the Prevailing Wage Law to the Purchasing Agent, within ten (10) days after receiving a copy of the decision. If they do not appeal, the decision of the Director or their designee is final. Within a reasonable time of receipt of a timely appeal, the purchasing agent may investigate, request written testimony, or conduct a hearing as they deem necessary for the review of appeal. The parties agree that the decision of the Purchasing Agent is final and binding and not subject to appeal. The Contractor will cooperate and provide testimony upon request. A Contractor who is found to have violated the provisions of the prevailing wage or local hiring law intentionally, may not be awarded a county contract or work on any county contract for a period of one year from the date of the final decision.
13. If a party is found late in submitting copies of payroll records deemed required under the County's prevailing wage and local hiring laws and regulations, the County may deem the invoices deficient until the Contractor provides the required records and may postpone processing payments until the Contractor provides the required records and may postpone processing payments under the contract or agreement with the County.
14. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

15. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee;
16. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are:
  - a. \$10 for each calendar day that the payroll records are late; \$10 per day for each day that an employee is misclassified; and \$10 per violation of the requirement to post the prevailing wage rates at the work site.
  - b. Liquidated damages as set forth in Section 15 for the benefit of the third party employee; and
  - c. Liquidated damages as set forth for delays in performance or work under the Contract in B1-2 are separate from prevailing wage and/or local hiring.

These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate, in addition to, and not in lieu of any remedies available and set forth in the Contract for other breaches or defaults under the Contract.

17. Where the initial Contract Sum is below the monetary threshold, but it is subsequently increased and exceeds the monetary threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the monetary threshold is subject to the Prevailing Wage Law and local hiring requirements.
18. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.
19. Local hiring requirements include quarterly reporting to Central Services and/or their designee on the form designated by the Purchasing Agent which contain the following with regards to qualifying capital improvement projects of \$1,000,000 or more and capital projects of \$5,000,000 of 1) the number of new hires needed for the contract reporting period, 2) the total number of Anne Arundel County residents during the reporting period, 3) the total number of all employees hired during the contract period, 4) best efforts made to fill the open positions with Anne Arundel County residents; and 5) for a new hire during the reporting period: name, last four digits of the social security number, job title, hire date, address and referral source.
20. If the Purchasing Agent finds that the Contractor violated the local hiring law and it is found that the violation was intentional the Director of Central Services may in their sole discretion find that the contractor, any of its principals, or any firm, corporation or partnership in which the Contractor has an interest, may not be awarded on any County contract for one year from the date of the final decision. If a Contractor is late in submitting local hiring reports required

to be submitted pursuant to the Anne Arundel County Code, the County may postpone processing payments due under the contract until the required reports are submitted.

21. In lieu of hearings, all appeals or determinations will be done through written testimony at the discretion of the Director of Central Services. Reasonable accommodations will be granted upon request. If the Director of Central Services determines that a Contractor has not made best efforts or reported as required for local hiring as required, the Director of Central Services shall issue a written decision detailing the basis for the determination. A Contractor may appeal a written decision of the Director that the Contractor violated a provision of this section to the Purchasing Agent within ten working days after receiving a copy of the decision. If the Contractor does not appeal the Director's decision within ten working days after receipt for either prevailing wage or local hiring, the Purchasing Agent's decision on the appeal is not subject to the appeal. The Purchasing Agent may investigate appeals provided prior to that time, request written testimony which must be provided to continue an appeal, or even conduct a hearing, as the Purchasing Agent deems necessary for the review of the appeal.

## INFORMATIONAL WAGE RATES

The wage rates listed below are published by the State of Maryland, Division of Labor and Industry, Prevailing Wage Unit.

The wage rates posted on this site are provided for **informational** purposes ONLY.

The wage and fringe rates may change between the time of issuance of the wage determinations and the award of the public works contract. Therefore, prior to the award of the public works contract, verification must be made with the public body, to insure that the rates contained in this determination are still prevailing.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

ANNE ARUNDEL COUNTY	HIGHWAY CONSTRUCTION	Print Date Mar 07, 2024		
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT
CARPENTER	AD	\$33.21		\$14.03
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$33.21		\$14.03
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$33.21	027	\$14.03
ELECTRICIAN	AD	\$46.94		\$19.62
INSULATION WORKER	AD	\$50.85	005	\$7.29
IRONWORKER - REINFORCING	AD	\$29.24	510	\$17.38
IRONWORKER - STRUCTURAL	AD	\$33.12	025	\$25.63
LABORER - AIR TOOL OPERATOR	AD	\$21.38		\$6.39
LABORER - ASPHALT PAVER	AD	\$21.38		\$6.39
LABORER - ASPHALT RAKER	AD	\$19.73		\$6.39
LABORER - BLASTER - DYNAMITE	AD	\$21.38		\$6.39
LABORER - BURNER	AD	\$21.38		\$6.39
LABORER - COMMON	AD	\$19.73		\$6.39
LABORER - CONCRETE PUDDLER	AD	\$19.73		\$6.39
LABORER - CONCRETE SURFACER	AD	\$21.38		\$6.39
LABORER - CONCRETE TENDER	AD	\$19.73		\$6.39
LABORER - CONCRETE VIBRATOR	AD	\$19.73		\$6.39
LABORER - DENSITY GAUGE	AD	\$19.73		\$6.39
LABORER - FIREPROOFER - MIXER	AD	\$19.73		\$6.39
LABORER - FLAGGER	AD	\$19.73		\$6.39
LABORER - GRADE CHECKER	AD	\$19.73		\$6.39
LABORER - HAND ROLLER	AD	\$19.73		\$6.39
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$21.38		\$6.39
LABORER - JACKHAMMER	AD	\$19.73		\$6.39
LABORER - LANDSCAPING	AD	\$19.73		\$6.39
LABORER - LAYOUT	AD	\$19.73		\$6.39
LABORER - LUTEMAN	AD	\$19.73		\$6.39
LABORER - MASON TENDER	AD	\$21.38		\$6.39
LABORER - MORTAR MIXER	AD	\$19.73		\$6.39
LABORER - PIPELAYER	AD	\$21.38		\$6.39
LABORER - PLASTERER - HANDLER	AD	\$19.73		\$6.39



LABORER - SCAFFOLD BUILDER	AD	\$21.38		\$6.39
LABORER - TAMPER	AD	\$19.73		\$6.39
MARINE - DIVER	AD	\$42.74	005	\$17.01
MARINE - DIVER TENDER	AD	\$42.74	005	\$17.01
MILLWRIGHT	AD	\$37.33	005	\$16.60
PAINTER - BRIDGE	AD	\$42.93		\$15.58
PILEDRIVER	AD	\$35.62	510	\$17.01
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - BELT PRESS	AD	\$32.20	510	\$12.85
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$29.24		\$12.85
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - CRANE	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$32.20	510	\$12.85
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$29.24		\$12.85
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$33.20		\$12.85
POWER EQUIPMENT OPERATOR - GRADER	AD	\$33.20		\$12.85
POWER EQUIPMENT OPERATOR - LOADER	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$33.20		\$12.85
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - PAVER	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$29.24		\$12.85
POWER EQUIPMENT OPERATOR - SCRAPER	AD	\$32.20		\$12.85
POWER EQUIPMENT OPERATOR - SHOULDER MACHINE	AD	\$31.30		\$12.85
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$29.24		\$12.85
POWER EQUIPMENT OPERATOR - SKIDDER	AD	\$29.24		\$12.85
POWER EQUIPMENT OPERATOR- TRANSFER MACHINE OPERATOR	AD	\$31.30	027	\$12.85
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$36.30		\$14.05
TRUCK DRIVER - DUMP	AD	\$22.57		\$11.45
TRUCK DRIVER - LOWBOY	AD	\$28.98		\$9.58
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$28.69		\$9.58
TRUCK DRIVER - WATER	AD	\$28.69		\$9.58

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**Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder** receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

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These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

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Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AllSt.txt>

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to [PWMAILINGLIST@dllr.state.md.us](mailto:PWMAILINGLIST@dllr.state.md.us). Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

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**END OF REPORT**

## **APPENDIX “E” – FORMS TO BE USED**

IDENTIFICATION OF SUBMITTAL

PROJECT NUMBER \_\_\_\_\_

CONTRACT NUMBER \_\_\_\_\_

CONTRACT NAME \_\_\_\_\_

DATE \_\_\_\_\_

1. Submittal Number (1, 2, 3, etc): \_\_\_\_\_

2. Type of Submittal: \_\_\_\_\_ As Specified \_\_\_\_\_ Equal to Specified

3. Submittal Title: \_\_\_\_\_

4. Contract Drawings(s): \_\_\_\_\_

5. Specification Section: \_\_\_\_\_

6. Deviation and Justification from Contract Documents:  
\_\_\_\_\_  
\_\_\_\_\_

7. Subcontractors, vendors and/or manufacturer's name, address, and telephone number:  
\_\_\_\_\_  
\_\_\_\_\_

Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar date and I have checked and coordinated each item with other applicable approved shop drawings and all contract requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CONTRACTOR'S REQUEST FOR INFORMATION

RFI NAME: \_\_\_\_\_

CONTRACT NUMBER/PROJECT NUMBER: \_\_\_\_\_

CONTRACT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT DRAWINGS(S): \_\_\_\_\_

SPECIFICATION SECTION: \_\_\_\_\_

QUESTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

REPLY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



# ANNE ARUNDEL COUNTY

## *Department of Public Works*

### INSTRUCTIONS FOR PREPARING CONSTRUCTION INVOICES

The following procedures shall be strictly adhered to in preparing construction invoices in order to facilitate and expedite processing for payment and to minimize the need to return invoices for correction.

1. Invoices are to be reviewed and agreed upon by the Consultant Inspector and Contractor **prior** to submission to Anne Arundel County.
2. Only work authorized by the Purchase Order (P.O.) and/or Change Order (C.O.) **issued by the Purchasing Office** shall be shown on the invoice.
3. **FORMAT:** Invoices shall be prepared in accordance with the attached sample format on the **contractor's letterhead, which is to include the contractor's address, phone number, and contact person's name.** All information requested on the sample invoice shall be provided in the format indicated.
  - a. **Sequential Invoice #:** All invoices must be numbered sequentially starting with No. 001 (three digits). This sequential numbering must be in addition to other numbering systems used by your company. A separate area is provided for your company's invoice number. If the invoice is revised, the sequential invoice number should read, for example, 001-REVISED. An invoice for final payment must be marked FINAL (e.g., 007-FINAL).

**Date:** The invoice date cannot precede the billing period, nor the date of signature. Invoices returned for correction shall be re-submitted with the current date.

**Period:** The billing period must stay in sequence from the first submitted invoice to the last (i.e., Invoice #003 for the period May 1-31, 2009 cannot be submitted after Invoice #002 for the period June 1-30, 2009).

**NOTE:** Since invoices are paid in number and date sequence, an invoice returned for revision will delay payment of any subsequent invoices submitted in the interim.

- b. **Section 1:** A Summary of Authorization/Billing shall be provided on each invoice indicating the P.O. number, all appropriate C.O. numbers, corresponding account charge numbers, and total authorized amounts as shown on the sample invoice. This information can be obtained from the actual purchase/change order(s) issued by the County's Purchasing Office (see Sample P.O. attached).

**Gross Billings to Date** - Show the total dollar amount of billings (including the current invoice) by purchase/change order. **DO NOT LIST EACH BILL/INVOICE** - this is a **summary**.

**Balance Remaining** - Total Authorized Amount less Gross Billings to Date.

- c. **Section 2:** A Summary of This Invoice shall be provided indicating the P.O. number, all appropriate C.O. numbers, corresponding account charge numbers, (This information can be obtained from the actual purchase/change order(s) issued by our Purchasing Office.), and total gross amount(s) billed for the bill period, as shown on the sample. Retainage amount(s) and net invoice amount (gross invoice amount less retainage) for the bill period will also be provided in this section.
  - d. **Section 3:** Itemized Invoice information shall be presented in the same format as the original bid or approved schedule of values (i.e., by item number, unit, unit price, etc.). **All** change orders must be shown **individually** as shown on the sample invoice. The totals at the bottom of Section 3 will show the total contract amount, total amount complete to date, and the total for the current invoice, for the purchase order and all change orders.
  - e. **Section 4:** Summary of Sub-Contractor Participation: If there are sub-contractors performing work for this contract, an accounting of what has been paid to date must be provided. Sub-contractors shall be identified by company name and MBE classification. Anne Arundel County recognizes MBE classifications certified by any of the following: State of Maryland Department of Transportation; MD/DC Minority Supplier Development Council; Women Business Enterprise National Council (WBENC); and/or U.S. Small Business Administration.
  - f. All invoices must be signed and dated, beneath the certification statement, by a certified representative of the consultant.
4. The original invoice and two copies shall be submitted by the Contractor to:

ANNE ARUNDEL COUNTY  
OFFICE OF FINANCE  
ATTN: ACCOUNTS PAYABLE-CAPITAL PROJECTS  
P.O. BOX 2700, MS-1301  
ANNAPOLIS, MD 21404

and one copy submitted to the Consultant Inspector for approval. (The Consultant Inspector will return a signed copy of the invoice directly to: DEPARTMENT OF PUBLIC WORKS, ATTN: FINANCE CLERK, 2662 RIVA ROAD - MS 7301, ANNAPOLIS, MD 21401)

- 5. Returned invoices will be sent to the Contractor, and a copy sent to the Consultant Inspector. It is the Contractor's responsibility to revise and resubmit the invoice.

Please contact: Finance Clerk, Department of Public Works, Bureau of Engineering at (410) 222-7906 or (410) 222-7907 if you have any questions or need assistance regarding these instructions or invoice status.

It is imperative that the procedures outlined above are strictly adhered to. Noncompliance may result in the invoice being returned for correction and a delay in payment.

**MINORITY BUSINESS ENTERPRISE (MBE) CODES**

**AM** = Native American, American Indian

**AS** = Asian American/Indian American

**BL** = Black, African American

**BW** = Female, Black/African American

**HA** = Handicapped, Disabled

**HI** = Hispanic

**N** = Non-Minority

**WO** = Women-Owned









# Purchase Order Anne Arundel County, Md.

All Invoices Must  
include Either a  
PO# or a REQ# Page -

Mail Original Invoices To:  
Finance Office, A.A.CO.  
P.O. Box 2700  
Annapolis, Md. 21404

Heritage Office Complex  
2660 Riva Road, 3rd Floor  
Annapolis, Md. 21401  
(410) 222-7620  
Fax (410) 222-7624

This Purchase Order Number	
12354 - 000 - 00	
P.O. No.	C.O. No. (If Any)
Must Appear on All Invoices, Packaging Lists and Packages.	

1

Duplicate Invoices To  
"Delivered To" Location

TO: [ ] CONSULTANT'S NAME  
[ ] CONSULTANT'S ADDRESS

5

Vendor Number  
999999

Date 1/31/02	Date Required 1/22/02	See Account Charged Below	Branch Plant/Project C123400	Originator PWFWL50	Buyer 102207
Req. No.	Blanket Contract #	Transportation Prepaid Delivered		Net 30	Terms

OWJLWIKRWD  
TO

Shipping Not Applicable

Item No.	Quantity	UM	Description	Price Per Unit	Extension
1.000		EA	DESIGN - OE # 9999 TO COVER OPEN END AGREEMENT # 9999, JOB # C123456, JOB NAME FOUND HERE. DESCRIPTION OF WORK FOUND HERE. IN ACCORDANCE WITH THE CONSULTANT'S PROPOSAL DATED 1/15/02. NOT TO EXCEED 10,000.00	.0000	10,000.00

Account Charged

2

C123456.7903.E1

Total Price: 10,000.00

3

The terms and conditions on the reverse side hereof shall constitute a part of this offer to purchase to the same extent as if set out on the face hereof, and any acceptance of this order shall be deemed to be given subject to each and all of said terms and conditions.

TAXES: No State or Federal Taxes apply. Maryland Sales and Use Tax Exemption Certificate #3000110-2 applicable.  
No Federal Excise Taxes apply per Chapter 32 Int. Rev. Code. Federal Tax ID #52-6000-373

By \_\_\_\_\_  
Purchasing Agent

ANNE ARUNDEL COUNTY  
DEPARTMENT OF PUBLIC WORKS  
**CONTRACTOR'S TWO WEEK SCHEDULE**

CONTRACT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR WEEKS BEGINNING MONDAY \_\_\_\_\_

AND MONDAY \_\_\_\_\_

LOCATION	ACTIVITY	M	T	W	R	F	S	S	M	T	W	R	F	S	S

R0M0R000 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPENDIX "F"

CONTRACTOR QUALIFICATIONS

I. EQUIPMENT AND EXPERIENCE

a. Attach a list of all construction equipment/tools owned by your organization. Include approximate value and age for each piece of equipment. This list should not include any office equipment. If you do not own any equipment, please tell us how you would go about completing a project if you were the low bidder.

b. Is any member of your organization employed by Anne Arundel County or in any way officially connected with the County government?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Give name and data about any construction projects you failed to complete (attached separate sheet if necessary.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Has your organization ever been party to any criminal litigation as a result of construction methods, costs, etc.? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain completely (attach separate sheet if necessary.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Has your organization ever been cited for employing illegal workers?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain and provide dates, locations, and fines or fees paid. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. FINANCIAL INFORMATION

- a. Provide the value of all construction equipment fully owned by your organization:  
\$ \_\_\_\_\_
- b. Provide the value of total assets of your organization, including equipment value listed above: \$ \_\_\_\_\_
- c. Provide the value of total liabilities of your organization:  
\$ \_\_\_\_\_
- d. Provide the total contract value of work accomplished by your organization in each of the last three (3) calendar years:

Calendar Year	Contract Value of Work
	\$ _____
	\$ _____
	\$ _____

- e. Provide the dollar value of work presently (as of the date of this application) being accomplished by or pending award to your organization:  
Date: \_\_\_\_\_ Total Contract Value: \$ \_\_\_\_\_
- f. Provide the value of any judgments or liens against your organization:  
\$ \_\_\_\_\_
- g. Has any bonding company refused to write you a bond on any construction work? Yes \_\_\_\_  
No \_\_\_\_ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- h. Provide the total value of all contract work for which you could obtain Bond:  
\$ \_\_\_\_\_
- i. Provide the name of the surety company who will issue your bonds and your bonding agent's information:  
Surety Company: \_\_\_\_\_  
Bonding Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_





BITUMINOUS SURFACE TREATMENT PROGRAM  
 COUNTYWIDE

CONTRACT No. H4786156-TO  
 APPENDIX G

ANNE ARUNDEL COUNTY  
 DEPARTMENT OF PUBLIC WORKS  
 EXAMPLE TASK REQUEST PROGRESS SCHEDULE

CONTRACTNUMBER H4786146-A TASK REQUEST NUMBER 1  
 CONTRACTNAME ROADWAY RESURFACING & REHABILITATION - COUNTYWIDE  
 CONTRACTOR ABC CONSTRUCTION DATE     

ROAD NAME	PATCH ID	WEEK OF																				
		Dec 30	Jan 6	Jan 13	Jan 20	Jan 27	Feb 3	Feb 10	Feb 17	Feb 24	Mar 2	Mar 9	Mar 16	Mar 23	Mar 30	Apr 6	Apr 13	Apr 20	Apr 27	May 4	May 11	May 18
OAK DR		■	■	■	■	■	■	■	■	■												
BAY RD				■	■	■	■	■	■	■												
CECIL AVE							■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
SHARP LN										■	■	■	■	■	■	■	■	■	■	■	■	■
SHARP CT																						
JOHN LN																						
ELM RD																						
OAK CIR																						
JAMES DR																						

 PROJECT (ROAD) SCHEDULED       PROJECT (ROAD) COMPLETED