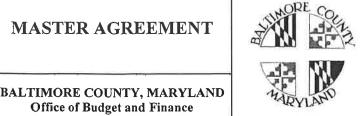
MASTER AGREEMENT

Office of Budget and Finance



Document ID:

00003281

Fiscal Year:

2020

Version:

5 Modification

Buyer:

Kathy Madary

July 17, 2019

Buyer Phone:

Date Printed:

410-887-3888 Effective Date: 07/15/16

Expiration Date: 07/14/20

Vendor: VC004832

SHANNON BAUM SIGNS

105 COMPETITIVE GOALS DR

ELDERSBURG, MD 21784

Document Description:

Traffic Signs and Installation

Contract Approved Date:

9/6/16

Not to Exceed:

\$2,836,209.82

Current Renewal Period: 3

Reason for Modification:

Modified Master Agreement to exercise the third of four one-year renewal options from 7/15/2019 to 7/14/2020. Vendor must maintain the insurance coverages required under the terms and conditions while this contract is in effect, including all renewal terms. All other prices, terms, and conditions remain the same.

Extended Description:

RFB #B-945, opened 10/29/2015. Incorporating by reference the Baltimore County Solicitation #B-945 dated 10/29/2015, as amended by Amendments 1 and 2, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable.

The maximum compensation payable to the contractor may not exceed \$2,836,209.82 during the entire term of the agreement. including renewals and/or extensions.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

MASTER AGREEMENT		Document ID:	00003281	Version:	5
 		Vendor:	VC004832		
Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	96880	EA	\$60.0000	0.0000	\$0.00
Traffic Sign Ins	stallation, sign asser	mbly w/single CIP p	oost, as per specifica	ations	
2	96880	EA	\$45.0000	0.0000	\$0.00
Traffic Sign Ins	stallation, Sign Asse	mbly w/single squa	are post, as per spec	ifications.	×
3	96880	EA	\$90.0000	0.0000	\$0.00
Traffic Sign Ins	stallation, Sign Asse	mbly w/two single :	square posts, as per	specifications.	
4	96880	EA	\$80.0000	0.0000	\$0.00
Traffic Sign Ins	stallation, Banding a	nd Permanent Ren	noval of band(s) on s	sign assembly on e	xisting non-wood pole, as per
5	96880	EA	\$35.0000	0.0000	\$0.00
Traffic Sign Ins	stallation, lagging sig	n assembly on exi	sting wood pole, as	per specifications.	
6	96880	EA	\$65.0000	0.0000	\$0.00
Traffic Sign Ins	tallation, straighten	post only, as per s	pecifications.		
7	96880	EA	\$50.0000	0.0000	\$0.00
Traffic Sign Ins	tallation, maintain e	xisting sign assem	bly on single existing	post or non-wood	pole, as per specifications.
8	96880	EA	\$70.0000	0.0000	\$0.00
Traffic Sign Ins	tallation, maintain e	xisting sign assem	bly on two existing p	osts, as per specifi	cations.
9	96880	EA	\$110.0000	0.0000	\$0.00
Traffic Sign Ins	tallation, maintain e	xisting sign assem	bly on single post an	d remove or replac	e post, as per specifications.
10	96880	EA	\$130.0000	0.0000	\$0.00
Traffic Sign Ins	tallation, maintain e	xisting sign assem	bly on two posts, and	d remove or replace	e posts, as per specifications.
11	96880	EA	\$65.0000	0.0000	\$0.00
Traffic Sign Ins	tallation, drill hole fo	or sign post in conc	rete, as per specifica	ations.	
12	96880	SQFT	\$5.5500	0.0000	\$0.00
Sign, prefabrica aluminum blanl	ated sign face with 3 k, as per specification	BM high intensity pr ons.	ismatic sheeting with	n one color legend,	single sided on 0.080 gauge
13	96880	SQFT	\$7.1000	0.0000	\$0.00
Sign, prefabrica aluminum blank	ated sign faces with c, as per specification	3M high intensity pons.	orismatic sheeting wi	th one color legend	l, double sided on 0.080 gauge
14	96880	SQFT	\$6.5500	0.0000	\$0.00
Sign, prefabrica gauge aluminum	ated sign face with 3 m blank, as per spe	BM high intensity pr cifications.	ismatic sheeting witl	n more than one co	lor legend, single sided on 0.080

MASTER A	GREEMENT	Document ID:	0000328	1 Version:	5
		Vendor:	VC004832		
Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
15	96880	SQFT	\$8.4000	0.0000	\$0.00
Sign, prefabric 0.080 gauge a	ated sign faces with luminum blank, as p	n 3M high intensity poer specifications.	orismatic sheeting w	rith more than one col	or legend, double sided on
16	96880	SQFT	\$7.7500	0.0000	\$0.00
Sign, nine (9) i specified) with specifications.	inch street name, pr one color legend, w	efabricated blank c vith 3M high intensit	overed with (color s ty prismatic sheeting	pecified), sign face ap g,single sided on 0.08	oplied with 3M electrocut (color 0 gauge aluminum blank, as per
17	96880	SQFT	\$13.5500	0.0000	\$0.00
Sign, sixteen ((color specified as per specific	d) with one color leg	e, prefabricated bla end, with 3M high i	nk covered with (col ntensity prismatic sh	or specified), sign fac neeting,double sided o	e applied with 3M electrocut on 0.080 gauge aluminum blank,
18	96880	SQFT	\$7.7500	0.0000	\$0.00
Sign, sixteen ((color specified as per specific	d) with one color leg	e, prefabricated bla end, with 3M high i	nk covered with (col ntensity prismatic sh	or specified), sign fac neeting,single sided o	e applied with 3M electrocut n 0.080 gauge aluminum blank,
19	96880	SQFT	\$13.5500	0.0000	\$0.00
Sign, thirty-two (color specified as per specific	d) with one color leg	me, prefabricated b end, with 3M high i	lank covered with (contensity prismatic sh	color specified), sign fa neeting,double sided o	ace applied with 3M electrocut on 0.080 gauge aluminum blank,
20	96880	SQFT	\$7.7500	0.0000	\$0.00
Sign, thirty-two (color specified as per specific	d) with one color leg	me, prefabricated b end, with 3M high i	lank covered with (c ntensity prismatic sh	color specified), sign fa neeting, single sided o	ace applied with 3M electrocut on 0.080 gauge aluminum blank,
21	96880	SQFT	\$1.7500	0.0000	\$0.00
Decals, engine	er grade, one color,	, as per specificatio	ns		
22	96880	SQFT	\$2.5000	0.0000	\$0.00
Decals, engine	eer grade, more thar	one color, as per	specifications		
23	96880	SQFT	\$5.5500	0.0000	\$0.00
Sign, prefabric gauge aluminu	ated sign faces with ım blank, as per spe	3M engineering gr ecifications	ade sheeting with m	ore than one color leg	gend, single sided on 0.080
24	96880	SQFT	\$0.6500	0.0000	\$0.00
Legend, any ty	pe, per sign face, a	s per specifications			
25	96880	SQFT	\$1.1000	0.0000	\$0.00
Sheeting, 3M e	engineering grade, a	any color, as per sp	ecifications		
26	96880	SQFT	\$1.8000	0.0000	\$0.00
Sheeting, 3M h	nigh intensity prisma	itic, any color, as pe	er specifications		

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	MASTER AC	GREEMENT	Document ID: Vendor:	0000328 VC004832	1 Version:	5
	Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
	27	96880	SQFT	\$4.5000	0.0000	\$0.00
	Sheeting, 3M o	diamond grade, VIP	, any color, as per s	specifications		
	28	96880	HOUR	\$28.5000	0.0000	\$0.00
	Labor, technici	an, regular time, Mo	onday-Friday, 8:00	am-5:00 pm, as per	specifications	
	29	96880	SQFT	\$2.5500	0.0000	\$0.00
	Blank, aluminu	m 0.080 gauge, any	/ size, as per speci	fications		
	30	96880	EACH	\$45.0000	0.0000	\$0.00
	Fiberglass rein	forced plastic "Keep	Right" sign, 18"x2	4", as per specifica	tions	
	31	96880	EACH	\$45.0000	0.0000	\$0.00
	3.5" x 48", flexi specifications	ible sign post, with s	single sided sign m	ounting hardware a	nd glue down surfac	ce-mounted base, as per
	32	96880	SQFT	\$13.0000	0.0000	\$0.00
	Sign, prefabric gauge aluminu	ated sign faces with m blank, as per spe	3MT Diamond Gra ecifications	ade TDG3, 4083, flu	orescent yellow/gre	een sheeting, single sided on 0.080
	33	96880	EA	\$32.0000	0.0000	\$0.00
	Sign, PVC, Ra	t Eradication, custo	m 24" x 36", black 8	& white with colored	i County seal, as pe	er specifications
	34	96880	EA	\$15.5000	0.0000	\$0.00
		el, green, 5 ft., 1.12 ware to attach sign,			mounting, including	5/16 x 2" nuts/bolts, galvanized,
	35	96880	EACH	\$1.0000	0.0000	\$0.00
	Contingency w	ork, traffic signs and	d installation, for wo	ork not covered by I	isted line items	
	Renewal Perio	od No: 1	Renewal I	Begin Date: 07/15/	17 Rei	newal End Date: 07/14/18
	Renewal Perio	od No: 2	Renewal I	Begin Date: 07/15/	18 Rer	newal End Date: 07/14/19
	Renewal Perio	od No: 3	Renewal I	Begin Date: 07/15/	19 Rer	newal End Date: 07/14/20
	Renewal Perio	od No: 4	Renewal I	Begin Date: 07/15/	20 Rer	newal End Date: 07/14/21

- Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
- 2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
- The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety,
- The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
- Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest
- Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
- 7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of Iwo years.
- Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
- Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by Distribution in the execution of the configuration and repaired in the configuration and relating to this agreement, the Contractor shall not discriminate against persons, because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
- Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County
- 11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
- Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
- 13. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
- Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
- Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
- Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
- 17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

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

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

20. Property Lost, Damaged or Destroyed: Any deliverables to be provided County; and the contractor will replace, at the contractor's expense, all delivera	by the contractor will remain at the contractor's risk until written acceptance by Baltimor bles lost, damaged or destroyed by any cause whatsoever.
Reviewed and Approved:	Baltimore County, Maryland
By: K. Oletta Butlan	Ву:
Director of Budget and Finance	County Administrative Office
or Director's designee	
Reviewed for Legal Sufficiency	/
(based upon typeset document)	
Ву:	
Baltimore County Office of Law	

(approval does not convey approval or disapproval of substantive nature of the transaction)

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



REQUEST FOR BID NO. B-945 TRAFFIC SIGNS AND INSTALLATION

Due Date: 10/29/15, Time: 2:30 PM

Pre-Bid Conference: 10/13/15, Time: 10:00 AM

KATHY MADARY, C.P.M., STAFF BUYER

PHONE: 410-887-3888

EMAIL: <u>kmadary@baltimorecountymd.gov</u>

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

BIDDER CHECK LIST
Have you signed your bid?
Have you signed the Procurement Affidavit?
Have you filled out all applicable forms?
Have you returned the original? (and required duplicate
copies when required?)
Have you signed and returned amendments?
Have you included the bid bond, if required?
Have you completed, signed and included all
required MBE/WBE forms and documents? (if applicable)
Have you included and verified the complete electronic
version (CD) of your bid?

BALTIMORE COUNTY, MARYLAND REQUEST FOR BID NO. B-945 TRAFFIC SIGNS AND INSTALLATION

TABLE OF CONTENTS

I. General Instructions for Solicitations

- 1. Instructions, Forms and Specifications
- 2. Award of Solicitations
- 3. Reservations
- 4. Delivery
- 5. Competition
- 6. Terminations
- 7. Hold Harmless Indemnification
- 8. Minority Business Enterprise (MBE) and Small Business Notice
- 9. Authority
- 10. HIPAA (Health Insurance Portability and Accountability Act)
- 11. Reports
- 12. Terms of Contract
- 13. Severability
- 14. Counterparts
- 15. Survival
- 16. No Waiver, Etc.
- 17. Maryland Registration / Qualification Requirements
- 18. Eligibility of Candidates for Employment
- 19. Warranty
- 20. American Manufactured Goods Required for Public Works
- II. Procurement Affidavit
- III. Minority Participation Affidavit
- IV. Taxpayer Identification Number (TIN) and Certification
- V. Insurance Provisions
- VI. MBE/WBE Forms
- VII. Performance Bond
- VIII. Payment Bond
- IX. Bid Bond
- X. Bid Reply Label
- XI. General Conditions
- XII. Specifications
- XIII. Bid Signature Cover Page
- XIV. Price Sheets

BALTIMORE COUNTY, MARYLAND General Instructions for Solicitations

1. Instructions, Forms and Specifications

- 1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.
- 1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.
- 1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.
- 1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.
- 1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.
- 1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.
- 1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.
- 1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence,

including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

- 1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.
- 1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

- 2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.
- 2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.
- 2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.
- 2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

- 2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).
- 2.7 The County will not pay interest charges or other penalties for invoice payments.
- Prices quoted shall be exclusive of all nonapplicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.
- 2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

Reservations

- 3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.
- 3.2 The County may waive formalities in bids as the interests of the County may require.
- 3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.
- 3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.
- 3.5 The County may waive minor differences. irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.
- 3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.
- 3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations

imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or

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

Delivery

- 4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in All items shall be delivered F.O.B. specifications. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.
- 4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.
- 4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

Competition

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

- 5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.
- 5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.
- 5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.
- 5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.
- 5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.
- 5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

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

rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

- 6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- 6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- 6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

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

rights, or intellectual property rights in connection with the contract.

- 7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All fillings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filling or entering thereof. No filling, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
- **8.** Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

- 9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.
- 9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.
- 9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.
- **10. HIPAA**: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and

shall execute a Business Associate Agreement as may be required by the County.

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

12. Terms of Contract

- 12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.
- 12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.
- 12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
- **13. Severability:** If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.
- 14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.
- **15. Survival:** The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.
- **16. No Waiver, Etc.:** No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon

a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

- 17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.
- 17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at http://www.dat.state.md.us./sdatweb/sdatforms.html
- 17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Noncompliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

- 18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.
- 18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

- 19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.
- 19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

- 19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.
- 19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

- 20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.
- 20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.
- 20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

BALTIMORE COUNTY, MARYLAND PROCUREMENT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:	
I am the [title]	and I am duly authorized to represent and bind
[business]	_ (the "Business") and that I possess the legal authority to
make this Affidavit on behalf of myself and the Business for	which I am acting.
B. AFFIRMATION REGARDING BRIBERY CONVICTIO	INS
I FURTHER AFFIRM THAT:	
Neither I, nor to the best of my knowledge, information or performing contracts with public bodies (as is defined in Article of the Annotated Code of Maryland), has been convolved pursuant to Article 27, Section 6-225 of the Criminal Proceed pleaded nolo contendere to a charge of, bribery, attempted law, or of the law of any other state or federal law, except as be given and list any conviction, plea, or imposition of proadministrative body, the sentence or disposition, the name responsibilities with the Business]:	victed of, or has had probation before judgment imposed edure Article of the Annotated Code of Maryland, or has d bribery, or conspiracy to bribe in violation of Maryland s follows [indicate the reasons why the affirmation cannot obation before judgment with the date, court, official or

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;
- (6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

____·

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

-9-

9 of 109

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I	F	UR ⁻	THER	AFF	FIRM	THAT:
---	---	-----------------	------	-----	------	-------

(1)	The Business is a (Insert State Name)	(Select One: Corporation, Partnership
Limited L	iability Company, Limited Liability Partnersh	ip, Sole Proprietor), that it is / is not registered in
accordanc	e with the Corporations and Associations Article	of the Annotated Code of Maryland, that it is / is not in
good stand	ding in the State of Maryland, and that it has / h	as not filed all of its annual reports, together with filing
fees, with	the Maryland State Department of Assessment	s and Taxation, and that the name and address of its
resident a	gent filed with the State Department of Assessme	nts and Taxation is:
Name:		
Address:		
	·	
	(If none, so state).	

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

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

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

- (2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.
- (3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.
- (5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.
- (6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

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

	The services will be performed in the following location:	
1.	i lie sei vices wiii de dellolllieu III tile lollowillu locatioli.	

ii.	It is necessary or advantageous to perform the services outside the United States
	for the following reason(s):

PB018 Revised 11/18/13 11 of 109

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

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

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

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

N. ACKNOWLEDGMENT

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

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

Date:	By:	
	Name:	
	Title:	
	(Authorized Representative and Affiant)	

PB018 Revised 11/18/13 12 of 109

"PRIME" CONTRACTOR MINORITY INFORMATION

This for is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.

۹.	AUTHORIZED REPRESENTATIVE
	I am the [title] of [business] of [business]
В.	DEFINITIONS
vor	I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following ds have the meanings indicated.
	(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.
	(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.
C.	INFORMATION REGARDING MINORITY STATUS
	[] The Business is a certified MBE or WBE
	[] Maryland State Department of Transportation (MDOT) #
	[] City of Baltimore #
	[] Name Other Jurisdiction: #
	The Business is not a certified MBE/WBE, however, the ownership of the Business consists of% minorities and% women (for a total of%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification: African American Hispanic American Caucasian Asian American Native American Other
	The Business anticipates utilizing subcontractors for% of the work of the contract requirements.
	The Business anticipates utilizing MBE/WBE subcontractors for% of the work of the contract requirements. (Complete attached MBE/WBE forms)
Date	e: By: Name: Title: (Authorized Representative)

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

Baltimore County, Maryland Office of Budget and Finance 400 Washington Avenue, Room 148 Towson, Maryland 21204 Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of <u>SIDE 1</u> of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete <u>SIDE 2</u>. For questions, call 410-887-3587.

SIDE 1

in th b m	ndividual name as noted on your social shout list your business name as shown one charter or other legal document creat usiness name line (2). For limited liab must be listed in the Name line (1) and the limited companies that are corporation	secuion Fe ting t ility (he bu	own on your income tax return. Sole proprietors should list their rity card. You may enter a business name on line 2. Other entities ederal tax documents. This name should match the name shown on the entity. You may enter any business, trade, or DBA name on the companies (LLC) that are owned by an individual, the owner's name usiness name can be listed on the business name line (2). For limited artnerships, etc., enter the business name on Name line (1).
1.	. Name (as shown on your income tax re	turn)	
2	. Business name, if different from above		
Α	ddress		
	ity		State ZIP Code
R	temittance Address, if different from above	Э	
С	ity		State ZIP Code
	Contact Person		Title
Р	hone Number () -	Ex	Fax Number ct: () -
Ε	-mail address		
Т	axpayer Identification Number (TIN)		
-	axpayer identification (4 int)		
Е	nter your TIN in the appropriate box. T	he	Social Security Number
Т	IN provided must match the name giver	n on	
	ine 1. For individuals, this is your socia		OR
	ecurity number (SSN). For other entitie		is
	our employer identification number (EIN lote, this is the TIN shown on your fede		Employer Identification Number
	ocuments.	lai ia	
3	CHECK HERE IF YOU ARE EXEM	PT F	FROM BACK-UP WITHHOLDING
	CHECK HERE IF YOU ARE TAX-E		
F	iling Status (Ownership) (LLC is not	acco	eptable)
	Individual		Sole Proprietor
	Corporation		Partnership
	Other: (explain)		
	ERTIFICATION:		
1. 2.	I am not subject to backup withholding because Revenue Service (IRS) that I am subject to back notified me that I am no longer subject to back	se: (a) ackup kup wi	
	Signature of U.S. Person		Date

Revised 06/13/06 14 of 109

SIDE 2

MBI	E / W	BE Certification		
Ма	ryland	d Department of Transportation (MDOT)	City	of Baltimore
Certi	ficatio	n #:	Cortifi	ication #:
Certi	ficatio	n Date: / /		
			Certifi	ication Date://
r enc	g	· · · · · · · · · · · · · · · · · · ·	Pendi	ing:
Bus	iness	Ownership (Check Only One)		
	G	Government Entity	0	Other:
	Н	Disabled	Р	Non Profit
	MA	Minority-owned, Not small business	W	Woman-owned, Small business
	M	Minority-owned, Small business		/A Woman-owned, Not small business
	NS	Non-minority-owned, small business	X	, ,,,
	NL	Non-minority-owned, Large business	X	A Woman-owned, Minority, Not small business
		Business/Organization	Attori	ney
	Gove	rnment Entity	Educ	cational Institution
		cal Service Provider		profit Organization
	Other	: (explain)	Finar	ncial Institution
Ethr	nicity	of Ownership (Check Only One)		
	Α	Asian American	ı	American Indian/Alaskan Native
	В	African American	N	,
	Н	Hispanic American	0	Other Ethnic Group:
	•	ation on State: OR	Date Bu	usiness Started ///
111001	Porati	on otate.	Date Be	77
Sign	natur	е		
Loort	ifv tha	t the information shown on this registration	is true an	nd correct. I will advise the Purchasing Division
		y, in writing, of any change affecting this da	ata	

Revised 06/13/06 15 of 109



BALTIMORE COUNTY, MARYLAND INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

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

1.2 Verification of Insurance:

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

- 1.3 <u>Baltimore County, Maryland</u> as Additional Insured: The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include <u>Baltimore County, Maryland</u> as an additional insured.
- 1.4 Contractor's/Vendor's Responsibility:

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

1.5 Failure to Provide Insurance:

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

2. INSURANCE COVERAGES

- 2.1 General Liability Insurance
 - 2.1.1 Minimum Limits of Coverage:
 Personal Injury Liability and Property
 Damage Liability Combined Single Limit \$500,000 each occurrence
 - 2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor. anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

- 2.1.3 Minimum Coverages to be Included:
 - (a) Independent Contractor's coverage:
 - (b) Completed Operations and Products Liability coverage; and
 - (c) Contractual Liability coverage.
- 2.1.4 Damages not to be Excluded:

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

2.2 <u>Automobile Liability Insurance</u>

- 2.2.1 Minimum Limits of Coverage:
 Bodily Injury Liability and Property
 Damage Liability
 Combined Single Limit \$500,000
 any one accident
- 2.2.2 Minimum Coverages to be Included: Such insurance shall provide coverage for all owned, non-owned and hired automobiles.
- 2.3 <u>Workers' Compensation and Employers'</u> <u>Liability Insurance</u>

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

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

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

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

2.4 Other

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

BALTIMORE COUNTY, MARYLAND MBE/WBE PARTICIPATION SUMMARY

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

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

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

APPROVED MBE/WBE LISTINGS

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

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

BIDDER'S ACTIONS

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

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

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

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

Rev 9/24/09 Page 1 of 3

- If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
- If applicable, MBE/WBE Outreach Efforts Compliance Statement (**Form E**) completed and signed by the Bidder.

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- 3. For DPW contracts, if the bidder intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (<u>Form D-EEO-006-A</u> and <u>B</u> showing the extent of MBE/WBE participation. If a bidder intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder by the proposed subcontractors and signed by all parties.
- 4. If the bidder's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

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

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

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

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

DETERMINATION OF BID RESPONSIVENESS

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

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

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

Rev 9/24/09 Page 2 of 3

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

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

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

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

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

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

Rev 9/24/09 Page 3 of 3

PROSPECTIVE BIDDERS

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

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

NOTE: All Forms must be completed and signed. However, FORM C-1 **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.

OR

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

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

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

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

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

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD. I acknowledge the overall goal of ______% for certified MBE- and WBE-owned businesses. or to be split as: % for certified MBE-owned businesses and % for certified WBE-owned businesses I have made a good-faith effort to achieve this MBE/WBE requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term. PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3) NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MBE/WBE PARTICIPATION MAY RENDER A BID NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD. 1 Prime contractor has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE Participation Form B and Form C, along with this Affidavit, which details how the prime contractor will achieve the contract requirements. After having made a good-faith effort to achieve the MBE/WBE requirements, the prime 2 contractor can only achieve partial success. I submit the MBE/WBE Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the prime contractor will partially achieve the contract requirements. I request a partial waiver and will meet the following MBE/WBE participation goals: Partial waiver of MBE/WBE subcontract participation subgoals, if applicable: _____ % for certified MBE-owned businesses and _____ % for certified WBE-owned businesses. or 3 After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the prime contractor is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the prime contractor has taken in an attempt to achieve the contract requirements.

REVISED February 2011 PAGE 1 of 3

I request a full waiver.

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

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

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

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

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

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

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

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

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

REVISED February 2011 PAGE 2 of 3

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

Bidder/Offeror Name	Affiant Signature
Address	Printed Name & Title
Address (continued)	 Date

BALTIMORE COUNTY, MARYLAND MBE/WBE PARTICIPATION SCHEDULE

(FORM B)

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

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

PLEASE COMPLETE THE FOLLOWING INFORMATION Prime Contractor's Name	Prime Contractor's Address and Telephone Number
Project Name and Description	Project Location
	Base Bid
1. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number MBE/WBE Firm Fax Number MDOT Certification # Baltimore City Certification	MBE/WBE Group Type (African American) (Women) (Asian) (Hispanic) (American Indian) (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
2. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number MBE/WBE Firm Fax Number MDOT Certification # Baltimore City Certification	MBE/WBE Group Type (African American) (Women) (Asian) (Hispanic) (American Indian) (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. MBE/WBE Firm Name	MBE/WBE Firm Address
MBE/WBE Firm Telephone Number MBE/WBE Firm Fax Number MDOT Certification # Baltimore City Certification	MBE/WBE Group Type (African American) (Women) (Asian) (Hispanic) (American Indian) (Other)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
MBE/WBE Total Dollar Amount	Total MBE/WBE Percent of Entire Contract
Form Prepared by:	Reviewed and Accepted by Minority Business Enterprise Officer
Name	Name
Title ————————————————————————————————————	Title
Date Tatal MDF Participation	Date
Total MBE Participation: Total WBE Participation:	%

__%

Total Participation:

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

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

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

Contract Name and Description:	
Name of Prime Contractor:	
Name of MBE/WBE Subcontractor:	
☐ MDOT ☐ Baltimore City # Certification Number	
Work/Services to be performed by MBE/WBE Subcontractor:	<u> </u>
2. Subcontract Amount: \$	
Bonds - Amount and type required of Subcontractor if any:	
4. MBE/WBE Anticipated Commencement Date: Completion Date:	
5. This MBE/WBE subcontract is percent of the County contract cost:	
6. This is a MBE-Owned Business Firm: Yes No	
7. This is a WBE-Owned Business Firm: Yes No	
***************************************	******
The undersigned MBE/WBE subcontractor and prime contractor will enter into a contract for the work indicated above upon the prime contractor's execution of a contract for the above referenced project Baltimore County. The undersigned subcontractor is a MDOT or Baltimore City certified MBE/WBE. The and conditions stated above are consistent with our agreements.	with the
Signature of MBE/WBE Subcontractor: Date:	_
The terms and conditions stated above are consistent with our agreements.	
Signature of Prime Contractor: Date:	_

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

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

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

1. It is hereby certified that the firm of	(Name of Mi	in quity firms)
	(Name of Wi	mority min)
ocated at —		
(Number)	(Street)	
(City)	(State)	(Zip)
was offered an opportunity to bid on the		contract.
2. The	(MBE/WBE Fi	rm), is either unavailable for the
work/service or unable to prepare a bid for this project	for the following reason	n(s):
Signature of Minority Firms MBE/WBE Representative	Title	Date
MDOT/Baltimore City Certification #	Telepho	one #
3. PRIME CONTRACTOR SIGNATURE AND CERT	TIFICATION	
certify under oath that I contacted the Certi unavailable, unable to perform the work/serv		•
repeated requests for a price proposal for the a		•
Signature of Prime Contractor	Title	Date

February 2010 PAGE 1 of 1
26 of 109

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

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

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

		your bid or offer NON-RESPORT CONTRACT AWARD.	INSIVE and accordingly the COUNTY WILL NOT
•	nction with t following:	ne bid or offer submitted in respo	onse to Solicitation Number, I
	1.	Bidder/Offeror identified opportategories:	rtunities to subcontract in these specific work
	2.	with Section 6 (E) Bid Requestrified MBE/WBEs for the	ies of the solicitation documentation in accordance airements of the Executive Order, used to solicite subcontract opportunities accompanied with the for Unavailability Certificate (Form D).
	3.	Bidder/Offeror made the follow	ving attempts to solicit MBE/WBEs:
Signature	– Bidder Off	eror	
Print or T	Type Name of	Firm	
Street Ad	dress		
City	State	Zip Code	
Date			

November 2009 PAGE₇1 of 109

PERFORMANCE BOND

Bond	No.	

Principal	Business Ac	ldress of Principal	
Surety	Obligee:	BALTIMORE COUNTY, MARY A body corporate and politic	LAND
A Corporation of the State of	and authorize	d to do business in Maryland	
Penal Sum of Bond (express in words and figures)		DOLLARS \$	
			20
Contract Name		Date of Contract	
			20
Contract Number		Date Bond Executed	
business in the State of Maryland, are held and firmly boun the payment of which sum well and truly to be made, we bi severally, firmly by these presents. WHEREAS, THE PRINCIPAL entered into a certain provide this bond pursuant to Maryland state law and/or Co NOW, THEREFORE, if the aforesaid Principal shall wagreements of said contract during the original term of said	ind ourselves, our hein contract with the OF county law and the convell and truly perform	BLIGEE described and dated as shown attract. and fulfill all the undertakings, cover ensions thereof that may be granted by	above, and is required to mants, terms, conditions, and y the OBLIGEE with or without
undertakings covenants, terms, conditions and agreements of notice of which modifications to the SURETY being herebenetic of which modifications to the SURETY being herebenetic of which modifications to the SURETY being herebenetic or equal to the underwriting limitation contained in the IN WITNESS WHEREOF, the above-bounded parties name and corporate seal of each corporate party being herebanthority of its governing body.	of any and all duly at by waived, then, this rated "B" or better be e Department of Trea have executed this i	othorized modifications of said contract obligation to be void; otherwise to remain y the A.M. Best Company, and the consury Circular 570 as amended at the tinstrument under their several seals on	et that may hereafter be made, nain in full force and effect. hereafter bid amount must be less me of underwriting. the date indicated above, the
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VI-4 28 of 109

Office of the County Attorney

PAYMENT BOND

Bond Number	
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Principal	Business	Address of Principal		
Surety	Obligee:	BALTIMORE COUNT A body corporate	•	
A Corporation of the State of	and authorized t	,	·	
- Conportation of the Grate of		LLARS \$		
Penal Sum of Bond (express in words and figures)	<u></u>	LLANO V		
Contract Name		Pate of Contract	20	
Somradi Name	-		20	
Contract Number		ate Bond Executed	20	<u> </u>
KNOW ALL MEN BY THESE PRESENTS, that we, the business in the State of Maryland, are held and firmly both for the payment of which sum well and truly to be made, and severally, firmly by these presents.	und unto the OBLIGEE, al	pove-named, in the penal	sum of the amount	stated above,
WHEREAS, THE PRINCIPAL entered into a certain corovide this bond pursuant to Maryland state law and/or 0			shown above, and is	required to
NOW, THEREFORE, the condition of this obligation is supplying labor and/or material to the Principal and to any and all duly authorized modifications of said contereby waived, then, this obligation to be void; otherwise	y subcontractor of the Prir tract that may hereafter be	ncipal in the prosecution of e made, notice of which m	f the work provided	for in said contra
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IF SUBMITTING BOND, THIS FORM MUST BE USED

BID BOND	
Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of	BALTIMORE COUNTY, MARYLAND,
and authorized to do business in the State of Maryland	a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Bid	Date of Contract
Contract No.	Date Bond Executed
Proposal or Item No.	
KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that if the aforementioned Principal shall be awarded the contract. The said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the entire Penal Sum of the Bid Bond of the said Principal as liquidated damages. Signed and sealed	
(Date)	
IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.	
In Presence of:	
Witness	INDIVIDUAL PRINCIPAL
	as to(SEAL)
In Presence of:	CO-PARTNERSHIP PRINCIPAL
_ Witness	Name of Co-Partnership (SEAL)
	·
	as to by (SEAL)
	as to by (SEAL) as to by (SEAL)
	as to by(SEAL) as to by(SEAL)
	CORPORATE PRINCIPAL

Business Address of Surety

Witness

Witness

Title

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

Name of Corporation

Title ___

Surety

Ву _____

Title

Corporate

Seal

Affix Corporate

Seal

BID REPLY LABEL

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

REQUEST FOR BID

NO. B-945 10/29/15, 2:30 PM TRAFFIC SIGNS AND INSTALLATION

TO: BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase rat eradication signs and posts, and traffic signs and installations covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to order supplies and services that may be required during the said period, and it also reserves the right not to order supplies and services bid upon by the vendor, if it is found that such supplies and services are not required by the County during the period covered by this contract.

2. TERM OF AGREEMENT.

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

METHOD OF AWARD.

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

4. PRICES.

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

ESCALATION.

5.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

- 5.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 5.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

COOPERATIVE PURCHASE.

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

7. **SAMPLES**.

- 7.1 The successful bidder may be required to furnish samples for evaluation prior to award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.
- 7.2 The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.
- 7.3 Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pickup of released samples within thirty (30) calendar days will result in disposal of the samples.

8. <u>"SAMPLE" FORM CONTRACT.</u>

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

9. INVOICING.

- 9.1 Invoices must be legibly prepared showing the full description and price of work performed or the goods delivered. Delivery tickets must accompany each sign delivery. A copy of the original sign order request form must also accompany each delivery. Delivery tickets should state clearly whether the shipment is a partial or full shipment of the sign order request form it references. Authorization to pay invoices will be given by the using agency prior to payment of invoices. Invoices must be submitted in duplicate to the Office of Budget and Finance, Disbursement Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204.
- 9.2 Cash Discounts Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
- **10. INQUIRIES**. Any inquiries relative to this bid should be directed to Kathy Madary, the Buyer, at (410) 887-3888 or kmadary@baltimorecountymd.gov.
- 11. <u>LIENS</u>. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

12. PRE-BID CONFERENCE.

- 12.1 A pre-bid conference will be held on Tuesday, October 13, 2015 at 10:00 a.m. in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
- Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

13. <u>INSURANCE</u>.

- 13.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 13.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 13.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

- **14.** MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS: The resulting minority and women business participation requirement for this contract is **20%**.
 - 14.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. All M/WBE participation forms must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation.
 - 14.2 It is the intention of the contract, that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement rather than on a job-to-job basis. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
 - 14.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.
 - 14.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM at www.baltimorecountymd.gov/go/mwbe under MWBE directory/Vendor Compliance. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to Damon Hughes at 410-887-3407.

15. <u>ELECTRONIC VERSION SUBMITTAL</u>

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

SPECIFICATIONS FOR HIGH ENTENSITY REFLECTIVE SIGNS USING 3M SIGN SHEETING WITH APPROPRIATE LEGENDS ON .080 GAUGE ALUMINUM

1. MATERIAL SPECIFICATIONS.

1.1 **Scope**.

Prefabricated signs, as referenced in the standard sign book from the Maryland Department of Transportation, State Highway Administration, Office of Traffic and Safety (SHA Sign Book) or in a supplied Baltimore County sign details (designed details not included in the SHA Sign Book, but a detail will be provided by the County), using .080 gauge aluminum sign material covered with appropriate 3M sheeting material and screened and/or covered with the proper legend and color(s) as in the SHA Sign Book or the Baltimore County sign details. Signs may require a third hole in the sign as specified SHA Sign Book or in Attachment "B" in this contract document.

1.2 Aluminum Blanks.

- 1.2.1 All aluminum material is to be .080 gauge and clean of any oil. Must follow Maryland Spec. 5052-H38 non-recycle.
- 1.2.2 All drilled holes and clanks must follow the SHA Sign Book unless modified as in Attachment "B".
- 1.2.3 All holes in aluminum material will be drilled or punched with 3/8" holes and this shall be done prior to the application of the sheeting. The distance between holes must be on **one (1) inch centers.**
- 1.2.4 A third hole in a sign may be required as specified on Baltimore County Traffic Sign Order Request Forms (see Attachment "A").

1.3 **Sheeting**.

- 1.3.1 Sheeting will be 3M High Intensity Reflective Grade Sheeting Pressure Sensitive-Series 3870, 3M Diamond Grade VIP 3900 Series Yellow-Green, or Engineer Grade Series 3200 when specified.
- 1.3.2 All inked-screened signs must conform to the 3M specifications for use on 3M Sheeting materials. If signs are not inked-screened, then it shall be covered with the appropriate 3M ElectroCut Film/3M Scotchal Plus Graphic Marking Film to produce traffic control and guidance signs as specified in the Contract Document.
- 1.3.3 All colors, legends, and size of signs will follow the SHA Sign Book or in a supplied Baltimore County Sign Detail (Sign details not included in the SHA Sign Book; therefore, a detail will be provided by the County). All legends can be applied by either a) ink-screening the legend, b) applying High-Intensity sheeting to get the appropriate colors of the legend, or c) applying vinyl material to get the appropriate colors of the legend. All methods of creating the legend must conform to the 3M specifications for use on 3M Sheeting materials.

2. ORDERS AND DELIVERY.

- 2.1 Delivery orders will be issued from time to time by the Purchasing Agent for such quantities as to satisfy requirements of Baltimore County. Specific quantities and delivery information will be indicated on delivery orders. Each delivery order will refer to the master agreement number.
- 2.2 All orders will be placed in writing and faxed to the vendor on a sign order request form (see Attachment "A" Baltimore County traffic sign order request forms).
- 2.3 All orders must have a signed approval by designated authority or his/her designee of the Bureau of Traffic Engineering and Transportation Planning before any sign order request form can be placed with the vendor.
- 2.4 Deliveries shall be made promptly. If deliveries are not made within fourteen (14) calendar days of the date of the receipt of the faxed traffic sign order request form or street name order request form (see Attachment "A" Baltimore County traffic sign order request forms). The Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market, in which event, the extra cost of procuring the supplies/services may be charged against the vendor and deducted from any monies due or which may become due him.
- 2.5 Materials delivered on pallets shall not exceed 4,000 pounds per pallet of material.
- 2.6 All deliveries will be made to the following address:

Baltimore County Traffic Sign Shop 12200 – C Long Green Pike Glen Arm, MD 21057

- 2.7 The vendor shall notify the Traffic Sign & Marketing Crew Chief, Storekeeper or Traffic Sign & Marketing Supervisor at 410-887-8602 a minimum of twenty four (24) hours prior to delivery. Deliveries shall be (except Saturday, Sunday, and Holidays) made between the hours of 8 a.m. and 1 p.m. any day.
- 2.8 If the vendor is unable to supply requested supplies/services within the designated time, due to factory delay, strike, or any unforeseen circumstances, the vendor must notify the buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating with is considered in subsequent awards. Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this agreement.

SPECIFICATIONS FOR INSTALLATION AND MAINTENANCE OF TRAFFIC SIGN ASSEMBLIES

1. GENERAL DESCRIPTION AND SCOPE.

- 1.1 Work under this contract consists of providing the services to install new and maintain existing street name signs, and various traffic signs using Baltimore County-supplied signs, posts, and related sign installation hardware. The signs, posts, and sign installation hardware will be supplied by Baltimore County at no cost to the contractor.
- 1.2 The new sign assemblies to be installed will consist generally of 1) street name sign assemblies on a single post; 2) street name sign assemblies to be affixed to existing street light poles or traffic signal poles; 3) traffic signs on either one, two or three posts as directed; and 4) combination street name sign along with traffic sign assemblies on either one or two posts as directed. Maintenance to existing traffic signs or sign assemblies will consist generally of 1) Maintaining traffic signs or signs assemblies; 2) replacing missing traffic signs or sign assemblies; 3) removing existing traffic signs and replacing with new traffic signs; 4) removing and replacing existing posts at same location or to new location; and 5) adding supplemental signs to existing sign posts. All sign work will be completed as directed by work orders.
- 1.3 The work orders assigned will involve the complete installation or maintenance of a variety of aluminum highway signs having up to 32 square feet of sign face. The drawings/work orders included in these specifications govern placement of these types of signs. The County reserves the right to issue work orders under this contract to the Contractor for installation or maintenance of other types of signs as the County's needs dictate, and will supply drawings/work orders governing placement of such other types of signs as necessary. The installation or maintenance of such other types of signs that the County may call for will not require the Contractor to expend a level of work effort that is substantially greater than the level of work effort required to install or maintain standard highway signs, although the locational standards may differ. The bid unit prices established in the contract shall govern compensation for all work orders.
- 1.4 The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- 1.5 With regard to this contract, the Contract Administrator, or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Contract Administrator, or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 1.6 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.
- 1.7 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict

between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

- 1.8 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Contract Administrator, or his designated representative.
- 1.9 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Contract Administrator, or his designated representative.
- 1.10 All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.
- 1.11 The Contractor will notify the Contract Administrator or his representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.
- 1.12 The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

2. GENERAL REQUIREMENTS.

- 2.1 All signs and sign assemblies shall be installed in accordance with the following:
 - 2.1.1 <u>Manual on Uniform Traffic Control Devices</u> for Streets and Highways (MUTCD) published by the Federal Highway Administration, latest edition. Also Maryland Supplement to the MUTCD.
 - 2.1.2 Baltimore County Sign Installation Procedures Manual (attached).
 - 2.1.3 These specifications and special provisions;
 - 2.1.4 Work orders and attachments to work orders that will be issued as the work proceeds.
 - 2.1.5 In the event of conflict between the above standards, the work orders and attachments shall take precedence.

2.2 DEFINITION OF TERMS

2.2.1 Traffic Signs: An individual sign, such as a Warning Sign, Regulatory Sign,

Guide Sign, or similar. Traffic Signs will normally be intended for viewing from only one direction. One-Way and 6" street name, No Outlet and No Thru Street Sign blades will normally be two-sided, with a sign face on each side of the sign.

2.2.2 SNS Panels Street name panels consist of 2 single face 9" blades mounted

back to back.

2.2.3 Sign Assembly: Composed of one or more signs mounted individually or as a

group on one or more posts. See installation manual for

detailed information on installation of sign assemblies.

2.3 MATERIALS

2.3.1 The County will supply to the Contractor all pre-punched fabricated signs, 2-1/4 and 2-1/2 pounds per foot U-channel posts; 2" and 2-1/4" square posts; post caps, sign crosses, post anchors, brackets, clamps, nuts, bolts, washers, set screws, banding material, and other sign hardware.

- 2.3.2 The materials will be made available at the Baltimore County Traffic Sign Shop, 12200-C Long Green Pike, Glen Arm, Maryland. The Contractor shall pickup the County supplied materials between the hours of 7:30 a.m. and 2:30 p.m., Monday-Friday, except County holidays providing arrangements have been made at least 48 hours in advance by contacting the supervisor of the Sign Shop, at (410) 887-8602.
- 2.3.3 No more material will be supplied than what should be necessary to complete the assigned work orders. Fabricated signs will be made available to the Contractor as the work orders requiring use of those signs are assigned to the Contractor. Any excess material shall be returned to the Sign Shop at no expense to the County. A deduction shall be made from monies due the Contractor for any excess material not returned, at the rate of the cost of the material to the County, plus a 15% handling charge.
- 2.3.4 No substitutions of Contractor-supplied materials will be permitted for use in place of County supplied materials even if such materials are supplied at no cost to the County.
- 2.3.5 The County reserves the right to make minor changes in the specifications of the materials and hardware supplied to the Contractor at any time. Any such changes shall not be cause for the Contractor to make any claim to the County based on those changes in materials supplied.

2.4 DAMAGE TO COUNTY-SUPPLIED MATERIALS

2.4.1 The Contractor shall inspect all signs and other materials furnished to him by the County for any damage or discrepancies with the work orders. The Contractor must note any damage to the signs at the time of receipt from the County. After accepting the materials from the County, the Contractor shall be held responsible for protecting all sign materials from damage during transporting, handling, and installation. Signs shall be transported on the Contractor's vehicles upright, on edge, suitably protected to prevent rubbing or scraping of the sign faces. The cost of the sign to the County, plus a 15% handling charge, shall be withheld from monies due the Contractor, if, in

the opinion of the Contract Administrator, Supervisor of the Baltimore County Traffic Sign Shop, any damage is caused to the sign by the Contractor that will affect the performance of the sign for the intended life of the sign. The opinion of the Contract Administrator shall be final.

2.5 CONTRACTOR QUALIFICATIONS

- 2.5.1 The Contractor must be experienced in the installation and maintenance of traffic signs and sign assemblies. Bidders who cannot demonstrate successful previous experience in work of the type in this contract will be considered not responsible and will not be considered for award of this contract.
- 2.5.2 The Contractor must possess (own or rent) and/or assure the availability of sufficient vehicles, equipment, and special tools to successfully pursue the installation or maintenance of the signs, posts, and sign hardware as presented in this contract.
- 2.5.3 Personnel employed by the Contractor for work on this contract shall be experienced in this type of work requiring little or no training necessary to expeditiously commence the work and pursue its completion.

2.6 COMMUNICATIONS

2.6.1 The Contractor shall designate a working leader ("foreman") in charge of each signing crew. No crew shall operate without a working leader being in charge and responsible for work done in the field. The Contractor shall maintain a means by which the County will be able to communicate by telephone with the contractor's base of operations during the normal work period (7:30 a.m. to 3:30 p.m., Monday thru Friday). The Contractor shall also maintain a means by which the County and/or the contractor's base of operations will be able to communicate with the working leader during the normal work period.

2.7 WORK ORDERS

- 2.7.1 The work orders will specify the signs to be installed or maintained, the type and quantity of posts to be used, and other pertinent instructions which must be followed.
- 2.7.2 Examples of the blank work order forms and a list of some of the standard abbreviations used on work orders are included in the attachments to these specifications. The County may make minor changes in the work order forms at any time.

2.8 SCHEDULING AND RECORD KEEPING

- 2.8.1 The Contractor shall pick up work orders at the County's Sign Shop by 12:00 noon of the next workday following notification of the work orders issuance. The County will attempt to group work orders by geographic areas.
- 2.8.2 The sequence of executing the work orders is at the discretion of the Contractor. However, once the installation or maintenance of any given sign or sign assembly is started, that sign or sign assembly installation or maintenance must be completed in its entirety before the Contractor may leave that work location or take any work break. Also, once a work order is started, all work included in that work order must be completed before the Contractor may start another work order, unless permission otherwise is granted by the Contract Administrator. The Contractor is reminded of Liquidated Damages that may be applied if a work order is not completed within 14

calendar days of the work order's issuance.

- 2.8.3 All work orders must be properly filled in by the Contractor before the work order will be acknowledged as completed and considered for payment. All appropriate items must be written on the completed work order. These items include the 1) date of installation, 2) the time of day the work was completed, 3) name of Contractor's personnel completing the work order, and 4) all materials issued that is used for the work completed.
- 2.8.4 The Contractor shall notify the Contract Administrator at least two working days in advance of any proposed scheduled work on weekends or holidays or during other than normal working hours (7:30 a.m. 3:30 p.m., Monday thru Friday) and shall obtain prior permission of the Contract Administrator before undertaking such work.

3. INSTALLATION AND MAINTENANCE OF SIGNS.

3.1 Installation and maintenance of signs shall be as required by the work orders, other drawings that may be issued by the County during the course of the Contract, the manufacturer's recommendations where applicable, and other requirements of these specifications. The following specifications and procedures shall be followed:

3.1.1 LOCATION OF SIGNS OR SIGN ASSEMBLIES

3.1.1.1 General

A. Signs or Sign assemblies shall be installed in the locations directed by work order, drawings, and these specifications, providing adequate visibility of the sign or sign assembly as presented in the following table is maintained.

Posted Speed Limit	Minimum Distance Signs Must Be Visible to Approaching Traffic
25 MPH	150 Feet
_	
30 MPH	200 Feet
35 MPH	250 Feet
40 MPH	325 Feet
45 MPH	400 Feet
50 MPH	475 Feet

- B. If it is apparent that adequate sign or sign assembly visibility cannot be accomplished within the instructions of these specifications relating to tree trimming and the instructions on the work order, the Contractor or his foreman shall contact the Contract Administrator to receive further instructions prior to installing the sign or sign assembly. The Contractor shall hold the work order until such time that the Contract Administrator is contacted. No additional compensation will be allowed.
- C. Signs or sign assemblies shall be properly aligned, facing approaching traffic. Existing posts shall be straightened as necessary.
- D. Street name signs shall be properly aligned so as to be approximately parallel to the street they name, unless otherwise

directed by the work order or by the Contract Administrator.

3.1.1.2 <u>Sight Distance Obstructions (vegetation):</u>

A. The Contractor may be required to trim vegetation obstructing or otherwise restricting the sight distance of the sign, up to one-inch diameter. All debris shall be removed and disposed of by the Contractor. No additional compensation will be allowed for this work.

3.1.1.3 <u>Cleaning of Existing Signs:</u>

A. Whenever maintenance is performed to an existing sign or sign assembly, the Contractor shall clean the existing sign or sign assembly that are to be retained in the assembly by wiping off the surface with a damp cloth. No solvents or other cleaners shall be used that would, in the opinion of the Contract Administrator, damage the sign face.

3.1.1.4 Underground Utilities:

A. It is the Contractor's responsibility to contact "Miss Utility" to verify the location of underground utilities prior to starting the assigned work, and to conduct the work so as to avoid all damage to utilities, structures, and properties. If the sign location specified on the work order is in conflict with a utility, the Contractor shall contact the Contract Administrator for relocation instructions. It is the sole responsibility of the Contractor for any damage that he may cause to any utility, drainage structures, or other property as a result of his actions. No additional time will be allowed for the completion of a work order because of the location of any utility or structure.

3.1.2 SIGN, POST, AND HARDWARE INSTALLATION

- 3.1.2.1 General: Signs shall be installed or maintained as specified with the signs, post, and hardware provided by the County. All sign installation and sign maintenance shall be accomplished with good workmanship in accordance with these specifications and sketches attached. The Contractor shall familiarize himself with these requirements and the hardware supplied so that there shall be no question as to the intent of the County. The Contractor shall furnish all vehicles, post drivers, post pullers, compressors, bits, banding tools, and any other specific or incidental tools or equipment necessary for the successful installation and maintenance of signs or sign assemblies and their posts at no cost to the County. In cases of dispute concerning the manner in which the hardware is to be installed, the Contract Administrator shall be the final authority on the intent of the County.
- 3.1.2.2 Vandal Resistant Hardware: As directed by the Contract Administrator.

3.1.2.3 Post Installation:

A. <u>Driving of Posts:</u> The type and quantity of posts to be installed shall be as designed on the work order. Posts shall be driven into

the ground with proper post-driving equipment that will minimize damage to the top end of the post. Except in sidewalks, the excavation or drilling of a hole and subsequent backfilling around the post will not be allowed. The County retains the right to pull any post that is suspected of having been driven to an insufficient depth. If the post has been driven to an insufficient depth, the Contractor shall re-install the post and sign assembly at no expense to the County.

- B. <u>Square Post Installation:</u> The square post sign support assembly is comprised of three components to create a breakaway sign support system. The necessary components include the anchor base, the post, and the post extension, which are installed telescopically. The square post assembly shall be installed with a 36 inch anchor base driven a minimum of 30 inches and a maximum of 32 inches into the ground, leaving 4 to 6 inches above the ground. The post will be inserted into the anchor base having a 6 inch overlap and securing the post to the anchor base with a corner bolt using the top most hole of the anchor base. One drive rivet should be placed in the top most hole directly opposite of the hole occupied by the head of the corner bolt. This procedure will be the accepted standard installation unless instructed or noted otherwise by the Contract Administrator.
- C. <u>Plumbing:</u> All posts shall be plumbed using a carpenter's level. Any existing post that is not to be replaced shall be plumbed and, if necessary, straightened by the Contractor to obtain a final assembly that is plumb. Any newly installed posts or existing posts that are not replaced that are not plumb upon completion of the work order, will not be accepted.
- D. <u>Leveling:</u> For sign assemblies using two posts, the tops of the posts shall be leveled with a carpenter's level. Signs installed on posts shall be level as determined by a carpenter's level.
- E. <u>Hole Drilling in Concrete:</u> For sign posts that are required to be installed in concrete surfaces (portland cement type or asphalt type), work orders will be marked "DRILL". For such post installations, the Contractor shall use a suitable rotary drill or similar equipment to drill a 3" to 3-1/2" diameter hole in the concrete prior to driving the post in the drilled hole to the required depth. After the CIP post or square breakaway post anchor is driven and plumbed, the hole shall be filled with an approved material as designated by the Contract Administrator. No additional compensation will be allowed for the drilling of a post hole in concrete when required and will be incidental to the cost of the associated bid item in these specifications.

3.1.2.4 Post Removal:

A. When it is required by the work order or other directions to remove a post, the Contractor shall remove the post using tools and equipment specifically intended for that purpose. The post shall be completely removed, transported to the County's Sign Shop, and deposited as directed elsewhere in the specifications. All

holes left from the removal of the posts shall be backfilled with a suitable material, tamped, and leveled to match the surrounding area.

3.1.2.5 <u>Banding of Traffic Signs on Street Light, or Signal Poles:</u>

A. Each Traffic sign shall be banded to the pole with two banding straps (top and bottom). When installing traffic sign assemblies on an existing street light pole or traffic signal pole, County-supplied saddle-type Band-It brackets shall be used to affix the signs to the pole. The Contractor shall insert and secure each traffic sign into the saddle-type Band-It brackets supplied, taking extra care to ensure that the set screws are torqued sufficiently to "bite" deeply into the sign. Each saddle-type Band-It bracket shall be banded to the pole with the banding straps (top and bottom). The banding shall be installed sufficiently tight to prevent rotation or sliding of the sign assembly on the pole.

3.1.2.6 Banding of SNS Panels on Street Light or Signal Poles

A. All street name signs shall be banded to the pole with two (2) banding straps (1 top & 1-bottom) and use 2 saddle-type Band-It brackets on each banding strap (2-Brackets each top & bottom per street name sign panel.) Panels & brackets will generally be mounted on pole back to back.

4. WORKMANSHIP.

- 4.1 <u>General:</u> A professional quality of work is required. All hardware that is required shall be installed, including all proper length and type bolts, nuts, lock washers, nylon washers, set screws, etc. If signs cannot be installed or maintained as required on the work order without violating other requirements of this contract, the Contract Administrator shall be contacted for additional instructions or the work order shall be returned to the Contract Administrator by the end of the following working day. No compensation will be allowed for work orders that are returned to the County because they cannot be properly installed. No monies will be paid to the Contractor for work that does not meet the intent of these specifications.
- 4.2 <u>Defective Work:</u> Any work found to be defective due to the inability of the Contractor to meet any of the requirements of these specifications or because of less than professional workmanship shall be considered incomplete, and shall not be acceptable. Any such work must be completed or corrected by the Contractor to the satisfaction of the Contract Administrator within three (3) calendar days of notification (not including Saturdays, Sundays and County holidays). If the Contractor cannot correct the incomplete work within these three days, the County may, at its option, complete the incomplete work using County forces and charge one day's Liquidated Damages to the Contractor.
- 4.3 <u>Field Personnel:</u> Field personnel shall be knowledgeable of the proper installation of traffic signs. A copy of these specifications as well as an up-to-date Alexandria Drafting Company Baltimore County Street Map Book shall be with the field personnel at all work sites. <u>Failure to have a copy of these specifications and drawings and the required street map book with the field personnel will be considered sufficient reason for the Contract Administrator to suspend the work of the Contractor until copies of specifications and drawings and map book are placed with the field personnel.</u>

4.4 RATE OF PURSUING THE WORK:

- A. The contractor shall complete the work required by each work order as soon as practical but no later than 14 calendar days after receipt of the work order. Exceptions to this requirement may only occur if extenuating circumstances are accepted by the Contract Administrator. Requests for exceptions due to extenuating circumstances must be made in writing to the Contract Administrator within 48 hours of the occurrence. The Contract Administrator's decision on extenuating circumstances will be final.
- B. Lost work days due to holidays, weather, equipment breakdown shall not be considered an extenuating circumstance for not meeting the required schedule. The Contractor shall assure that the necessary installation equipment is available for use on this Contract. Each day that a work order is not completed after the 14 days allowed shall be considered 1/10 (one-tenth) of a calendar day for each work order during which failure to pursue the work at an adequate rate occurred. See "Liquidated Damages" and "Default on Contract".
- 4.5 <u>LIQUIDATED DAMAGES</u>: In the event of any of the following occurs, the County may assess liquidated damages at the rate of \$500.00 per calendar day for 1) failure of the contractor to complete each work order to the satisfaction of the Contract Administrator within 14 calendar days of receipt of the work order or 2) should it be necessary for the Contract Administrator to halt work because of incorrect or unsatisfactorily installed signs under the terms of this Contract.
- 4.6 <u>DEFAULT ON CONTRACT:</u> In the event of any of the following conditions, the County will consider the Contractor to have defaulted on the contract for 1) failure of the Contractor to start work within 30 calendar days after receipt of the initial work order from the Contract Administrator or 2) failure of the Contractor to pursue the work at a rate such that Liquidated damages are eligible to be assessed in excess of <u>14 calendar days</u> total.
- 4.7 INCIDENTAL FIELD CHANGES: The possibility of damage to a sign, sign assembly and/or its supports due to a vehicle accident, the commencement of construction activity, other incidental acts, or acts of nature that may have occurred after the work order was written may affect the ability of the Contractor to execute a work order as written. If a work order cannot be implemented as written, the Contractor shall return the work order to the Contract Administrator the following working day. The Contractor or his foreman may, at his option, contact the Contract Administrator to request additional instructions. The Contract Administrator may, at his sole discretion, modify the work order verbally to include any additional work necessary to complete the work order. Any and all verbal changes shall be confirmed in writing the following working day in order to be eligible for compensation for work done. Only work included in the bid items will be compensated.
- 4.8 REIMBURSEMENT FROM THIRD PARTY FOR REPAIRS OR DAMAGES: The County reserves the right to make recovery from a third party or parties for damage to any part of existing sign assemblies and the Contractor shall not be entitled to any part of such recovery.
- 4.9 CONTRACTOR TO BE ALERT FOR MISSING OR DAMAGED SIGNS: While the Contractor is at an intersection or other location and is engaged in doing the work contained in a work order for that location, the Contractor is expected to be alert for missing or damaged signs at that location that are not included in the work order. An example would be a stop sign on the opposite side of the intersection that is apparently missing or that is damaged. Whenever such situations are encountered, the Contractor shall contact the Contract Administrator to report the situation and request additional instructions. The Contract Administrator may, at his discretion, modify the work order verbally to include any

additional work deemed necessary. No such additional work shall be undertaken by the Contractor without the verbal approval of the Contract Administrator. Any and all verbal changes shall be confirmed in writing the following working day in order to be eligible for compensation for the additional work. Only work included in the bid items shall be compensated.

- 4.10 <u>DISPOSAL OF DAMAGED OR REMOVED SIGN MATERIALS:</u> The Contractor shall transport all sign materials removed from the field to the Sign Shop, located at 12200-C Long Green Pike, Glen Arm, Maryland, and deposit them as directed by the Contract Administrator. All reusable materials shall be handled with reasonable care. All materials removed from the field shall remain the property of the County.
- 4.11 <u>GUARANTEES</u>. All materials furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of one (1) year from the date of acceptance of the work by the County against any and all defects in materials, workmanship, and installation.

5. MAINTENANCE OF TRAFFIC.

- 5.1 The purpose of this portion of the Contract is to provide for the safe and continuous maintenance of traffic through the area where traffic signs are being installed or maintained while minimizing inconvenience to the traveling public and the Contractor. All work shall be performed in accordance with the Maryland State Highway Administration (MSHA) Specifications dated October 1993, Section 104 (and all errata and addenda thereto), and Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), (and all revisions thereto).
- 5.2 There will be no separate payment for Maintenance of Traffic. All such work shall be incidental to the sign installation, replacement, maintenance, etc.
- 5.3 The Contractor's crew foremen shall be familiar with the traffic control requirements and shall have received training on the implementation of Part VI of the MUTCD.
- 5.4 The Contractor shall furnish and place all warning devices, flaggers, flashing arrow boards, and other traffic control devices required to direct, control and protect his workers and the traveling public while signing operations are in progress. Traffic shall have minimal, if any interruption. If, in the sole judgement of the Contract Administrator, the signing operation is compromising safety or is causing an excessive amount of traffic back-up or congestion, he may order the Contractor to cease signing operations at that location until a period of lighter traffic or to take other actions that may be appropriate.
- 5.5 Each vehicle used by the Contractor on this Contract shall be equipped with, as a minimum, a vehicle-mounted flashing arrow board and one or more yellow strobe lights. Also, each vehicle shall carry an adequate number of orange traffic cones. Each of the Contractor's personnel shall wear safety apparel in conformance with Section 6E.02 of the MUTCD and hard hats at all times. The County reserves the right to change or modify these requirements as it sees fit, at no additional cost to the County. The Contractor must have his vehicles inspected and approved by the Contract Administrator prior to starting to work on this contract. Lack of approval of vehicles will not be a valid reason for waiving Liquidated Damages.
- 5.6 The Contractor shall be solely responsible for all accidents, and/or damage to persons and/or property that may result from the Contractor's operations. This shall include sodding that may be necessary due to driving of vehicles off of the pavement.

5.7 RESTRICTIONS ON WORK OPERATIONS BLOCKING TRAVEL LANES

- 5.7.1 Except on minor residential streets as allowed by the Contract Administrator, the Contractor's work operations shall not result in the blockage or obstruction (partial or full) of any moving lane of traffic during the periods of 6:30 a.m. to 9:00 a.m. and 3:30 p.m. to 7:00 p.m., Monday thru Friday.
- 5.7.2 No work will be permitted on Saturdays, Sundays, or National Holidays without permission of the Contract Administrator.

6. <u>BID ITEMS – DESCRIPTIONS</u>.

- 6.1 <u>Install Sign Assembly With Single CIP-Post</u> This item shall cover the installation of a sign assembly consisting of a single CIP-post, and a specified number of signs (some of which may be back-to-back) on the CIP post, as required by the work order and as covered by these specifications. Adding a post extension may be needed to meet vertical height clearances to bottom of lowest mounted sign.
- 6.2 <u>Install Sign Assembly With One (1) Square Post Assembly</u> This item shall cover the installation of a sign assembly consisting of one square post assembly and a specified number of signs or street name sign assemblies (some of which may be back to back) on the post, as required by the work order and as covered by these specifications. Adding a post extension may be needed to meet vertical height clearances to bottom of lowest mounted sign.
- 6.3 <u>Install Sign Assembly With Two (2) Square Post Assemblies</u> This item shall cover the installation of a sign assembly consisting of two square post assemblies and a specified numbers of signs or street name sign assemblies (some of which may be back to back) on the posts, as required by the work order and as covered by these specifications. Adding post extensions may be needed to meet vertical height clearances to bottom of lowest mounted sign.
- Banding Sign Assembly on Existing Street Light Pole, Utility Pole or Signal Pole This item shall cover the installation of a specific number of sign assemblies using saddle-type Band-It brackets and bands to band a specified number of street name sign assemblies (some of which may be back to back) on an existing street light pole, utility pole, or traffic signal pole as required by the work order and as covered by these specifications. Top and bottom banding brackets shall be used on all signs.
- 6.5 <u>Bolting Sign Assembly on Existing Wood Pole</u> This item shall cover the installation of a specified number of signs using lag bolts to bolt traffic signs or street name sign assemblies (some of which may be back to back) on an existing wood pole as required by the work order and as covered by these specifications. Top and bottom bolts shall be used on all signs.
- 6.6 <u>Straightening Existing Sign Assembly</u> This item shall cover the straightening of a post and/or sign assembly. There will <u>be no additional sign work</u> required for this item. If installation or maintenance has or will be performed to a sign assembly at a location, this pay item will not be paid in addition to any other pay items in this Contract.
- 6.7 <u>Maintenance of Existing Sign Assembly on Existing Single Post</u> This item shall cover the maintenance and/or the removal and/or the replacement of an existing sign assembly, unnecessary banding, brackets & hardware and/or the addition of a new sign or any other miscellaneous sign modification(s) work to an existing <u>single</u> post sign assembly as

required by the work order that **does not require** a new or additional post. Where a banded sign assembly is permanently removed from a single existing post/non-wood pole (i.e. street light, utility pole, or signal pole) (with no sign replacement), the removal of the bands shall be considered an element of this billing item. Such work shall be as covered by these specifications and attached drawings.

- Maintenance of Existing Sign Assembly on Two Existing Posts This item shall cover the maintenance and/or the removal and/or the replacement of an existing assembly, and/or the addition of a new sign or any other miscellaneous sign modification(s) work to an existing two post sign assembly as required by the work order that does not require a new or additional post. Where a banded sign assembly is permanently removed from a single existing post (with no sign replacement), the removal of the bands shall be considered an element of this billing item. Such work shall be as covered by these specifications.
- Maintenance of Existing Single Post Sign Assembly and Remove or Replace Single Post This item shall cover the maintenance and/or the removal and/or the replacement of an existing assembly, and/or the addition of a new sign assembly or any other miscellaneous sign modification(s) to an existing sign assembly supported by **a single post** as required by the work order that **does require** modifications to the existing post. Modifications to the existing post may include the removal or the replacement of the post supporting the existing sign assembly. Such work shall be as covered by these specifications. In the case of relocation of any assembly from one location to another location, such work shall consist of two separate pay items removal, (item #9) and installation (item #2, 4, or 5).
- Maintenance of Existing Two-Post Sign Assembly or Remove/Replace Post(s) on Such Assembly This item shall cover the maintenance and/or the replacement of an existing assembly, and/or the addition of a new sign assembly or any other miscellaneous sign modification(s) to an existing sign assembly supported by **two posts** as required by the work order that **does require** modifications to the existing post(s). Modifications to the existing post(s) may include the removal and or replacement of one or more posts supporting the existing sign assembly. Such work shall be covered by these specifications. In the case of <u>relocation</u> of any assembly from one location to another location, such work shall consist of two separate pay items removal (item #10) and installation (item #3).
- 6.11 <u>Drill Hole for Post in Concrete</u> This item shall cover the drilling of holes and subsequent patching for posts that must be installed in concrete. The drilling of holes is normally accomplished by the use of a rotary drill with the appropriate drilling bit. The need for the drilling of a hole in concrete is noted on the work order by the word "DRILL". The installation or maintenance of a sign assembly is not covered under this bid item and such installation/maintenance will be paid under the appropriate installation or maintenance bid items.

6.12 Fiberglass Reinforced Plastic Blanks

- 6.12.1 All Fiberglass reinforced plastic blanks shall be .09 gauge **Weather Resistance** Panels shall be classified minimally as Grade 11 (weather resistant) panel as specified in ASTM D3841-80 following a 3,000 +100 hour weatherometer test.
- 6.12.2 **Impact Resistance** Panels shall resist the impact of a 1.18 lb. falling ball, dropped from 60 feet in accordance with ASTM D3841-80.
- 6.12.3 All drilled holes and blanks must follow the SHA Sign Book unless modified as in Attachment "B".

- 6.12.4 All holes in fiberglass reinforced material will be drilled or punched with 3/8" holes and this shall be done prior to the application of the sheeting. The distance between holes must be on **one (1) inch centers**.
- 6.12.5 A third hole in a sign may be required as specified on Baltimore County Traffic Sign Order Request Forms (see Attachment "A").

6.13 Flexible Sign Post

6.13.1 3.5" x 48" sign post with single sided sign hardware. Glue down rubber mounting base for surface mounting.

6.14 Diamond Grade Sheeting for School Warning Signs

6.14.1 School warning signs shall have a fluorescent yellow-green background with a black legend and border, as per the 2009 MUTCD.

6.15 PVC Signs for Rat Eradication Notices

- 6.15.1 Rat eradication signs shall be white PVC, black text, (screen printed), yellow/black/red/white Baltimore County seal (digitally printed), 24" wide x 36" high x 3 mm, square corners, with top and bottom holes 29" apart for mounting on U-channel. Non-reflective sign.
- 6.15.2 Posts, U-channel, 5ft., green, 1.12#/foot, for rat eradication signs.
- 6.15.3 Mounting hardware, 5/16 x 2", galvanized, 1 set consists of 2 bolts and two nuts, 1 set/sign.

6.16 BID ITEMS - INCIDENTALS

6.16.1 For all bid items, the installation of all nuts, bolts, clamps, post caps, crosses, and all other items necessary to successfully complete the work shall be considered incidental. Filling in depressions of sign removal locations will be incidental to all removals and relocations of sign assemblies. When drilling is required, the filling of the void area around the post will be incidental to the drilling of the hole.

6.17 BID ITEMS - METHOD OF MEASUREMENT

6.17.1 For bid items #1 through #10, these items shall be measured each per completed sign assembly, regardless of the number of signs or street name sign assemblies that may be included in that assembly. In the case of more than one sign assembly included in a single work order, each assembly shall be calculated separately. For bid item #11, this item shall be measured per each completed hole drilled.

BALTIMORE COUNTY, MARYLAND REQUEST FOR BID NO. B-945 TRAFFIC SIGNS AND INSTALLATION Due Date: 10/29/15, Time: 2:30 P.M.

BID/PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME:			
ADDRESS:			
(City)	(Sta	ate)	(Zip Code)
TELEPHONE:			
SIGNED:			
PRINT NAME:	TITLE:		
TAX ID NUMBER (FIN/SS#)	EMAIL:		
Is your firm in compliance with all appli If YES, check here	cable laws and regulations r	relating to the er	nployment of illegal aliens?
NOTICE: A notice required to be deli		ave been receiv	ed when such notice has
been sent to the following	address and individual:		
THE PERSON SIGNING THE BID/PROPO	DSAL MUST INITIAL ANY ALT	ERATIONS IN FIG	GURES ON THIS FORM IN INK.
BID DEPOSIT REQUIRED: Accompa \$ payable to Baltimore		d Deposit Check	or Bid Bond in the amount of
We wish to submit a "NO BID"	at this time.		
We do not offer this commodity	//service.		
Is your company a <u>certified</u> Minority Participation Affidavit attached.	y Business Enterprise? E	Bidders <u>must</u> co	mplete the applicable Minority
Payment Terms: determining awards. However, should the make every effort to obtain the discount days.	nat bidder obtain award by cor	nsideration of the	
Delivery shall be made within	calendar days after receipt	t of order.	
F.O.B. Destination (unless otherwise stall f your firm is not already receiving email		ns and amendme	ents, you may register for email

notification on the County's web site at http://www.baltimorecountymd.gov/purchasing.

	PRICE SHEET PAGE 1 OF 5		RE	QUEST FOR BID	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 96-880 Traffic Sign Installation, sign assembly w/single CIP post, as per specifications	100	Each	\$	\$
2	COMMODITY CODE: 96-880 Traffic Sign Installation, Sign Assembly w/single square post, as per specifications.	2500	Each	\$	\$
3	COMMODITY CODE: 96-880 Traffic Sign Installation, Sign Assembly w/two single square posts, as per specifications.	100	Each	\$	\$
4	COMMODITY CODE: 96-880 Traffic Sign Installation, Banding and Permanent Removal of band(s) on sign assembly on existing non-wood pole, as per specifications.	200	Each	\$	\$
5	COMMODITY CODE: 96-880 Traffic Sign Installation, lagging sign assembly on existing wood pole, as per specifications.	50	Each	\$	\$
6	COMMODITY CODE: 96-880 Traffic Sign Installation, straighten post only, as per specifications.	125	Each	\$	\$
7	COMMODITY CODE: 96-880 Traffic Sign Installation, maintain existing sign assembly on single existing post or non-wood pole, as per specifications.	1200	Each	\$	\$
8	COMMODITY CODE: 96-880 Traffic Sign Installation, maintain existing sign assembly on two existing posts, as per specifications.	25	Each	\$	\$
9	COMMODITY CODE: 96-880 Traffic Sign Installation, maintain existing sign assembly on single post and remove or replace post, as per specifications.	700	Each	\$	\$

	PRICE SHEET PAGE 2 OF 5		RE	QUEST FOR BIL)
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
10	COMMODITY CODE: 96-880 Traffic Sign Installation, maintain existing sign assembly on two posts, and remove or replace posts, as per specifications.	25	Each	\$	\$
11	COMMODITY CODE: 96-880 Traffic Sign Installation, drill hole for sign post in concrete, as per specifications.	50	Each	\$	\$
12	COMMODITY CODE: 96-880 Sign, prefabricated sign face with 3M high intensity prismatic sheeting with one color legend, single sided on 0.080 gauge aluminum blank, as per specifications.	1000	Sq Ft	\$	\$
13	COMMODITY CODE: 96-880 Sign, prefabricated sign faces with 3M high intensity prismatic sheeting with one color legend, double sided on 0.080 gauge aluminum blank, as per specifications.	2000	Sq Ft	\$	\$
14	COMMODITY CODE: 96-880 Sign, prefabricated sign face with 3M high intensity prismatic sheeting with more than one color legend, single sided on 0.080 gauge aluminum blank, as per specifications.	4000	Sq Ft	\$	\$
15	COMMODITY CODE: 96-880 Sign, prefabricated sign faces with 3M high intensity prismatic sheeting with more than one color legend, double sided on 0.080 gauge aluminum blank, as per specifications.	200	Sq Ft	\$	\$
16	COMMODITY CODE: 96-880 Sign, nine (9) inch street name, prefabricated blank covered with (color specified), sign face applied with 3M electrocut (color specified) with one color legend, with 3M high intensity prismatic sheeting, single sided on 0.080 gauge aluminum blank, as per specifications.	9000	Sq Ft	\$	\$

	PRICE SHEET PAGE 3 OF 5		RE	QUEST FOR BIL)
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
17	COMMODITY CODE: 96-880 Sign, sixteen (16) inch street name, prefabricated blank covered with (color specified), sign face applied with 3M electrocut (color specified) with one color legend, with 3M high intensity prismatic sheeting, double sided on 0.080 gauge aluminum blank, as per specifications.	1500	Sq Ft	\$	\$
18	COMMODITY CODE: 96-880 Sign, sixteen (16) inch street name, prefabricated blank covered with (color specified), sign face applied with 3M electrocut (color specified) with one color legend, with 3M high intensity prismatic sheeting, single sided on 0.080 gauge aluminum blank, as per specifications.	1500	Sq Ft	\$	\$
19	COMMODITY CODE: 96-880 Sign, thirty-two (32) inch street name, prefabricated blank covered with (color specified), sign face applied with 3M electrocut (color specified) with one color legend, with 3M high intensity prismatic sheeting, double sided on 0.080 gauge aluminum blank, as per specifications.	1500	Sq Ft	\$	\$
20	COMMODITY CODE: 96-880 Sign, thirty-two (32) inch street name, prefabricated blank covered with (color specified), sign face applied with 3M electrocut (color specified) with one color legend, with 3M high intensity prismatic sheeting, single sided on 0.080 gauge aluminum blank, as per specifications.	1500	Sq Ft	\$	\$
21	COMMODITY CODE: 96-880 Decals, engineer grade, one color, as per specifications	500	Sq Ft	\$	\$

	PRICE SHEET PAGE 4 OF 5		RE	QUEST FOR BID)
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
22	COMMODITY CODE: 96-880 Decals, engineer grade, more than one color, as per specifications	500	Sq In	\$	\$
23	COMMODITY CODE: 96-880 Sign, prefabricated sign faces with 3M engineering grade sheeting with more than one color legend, single sided on 0.080 gauge aluminum blank, as per specifications	50	Sq In	\$	\$
24	COMMODITY CODE: 96-880 Legend, any type, per sign face, as per specifications	500	Sq Ft	\$	\$
25	COMMODITY CODE: 96-880 Sheeting, 3M engineering grade, any color, as per specifications	500	Sq Ft	\$	\$
26	COMMODITY CODE: 96-880 Sheeting, 3M high intensity prismatic, any color, as per specifications	500	Sq Ft	\$	\$
27	COMMODITY CODE: 96-880 Sheeting, 3M diamond grade, VIP, any color, as per specifications	500	Sq Ft	\$	\$
28	COMMODITY CODE: 96-880 Labor, technician, regular time, Monday-Friday, 8:00 am-5:00 pm, as per specifications	50	Hour	\$. \$
29	COMMODITY CODE: 96-880 Blank, aluminum 0.080 gauge, any size, as per specifications	3000	SqFt	\$	\$
30	COMMODITY CODE: 96-880 Fiberglass reinforced plastic "Keep Right" sign, 18"x24", as per specifications	100	Each	\$	\$

PRICE SHEET PAGE 5 OF 5		REQUEST FOR BID			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
31	COMMODITY CODE: 96-880 3.5" x 48", flexible sign post, with single sided sign mounting hardware and glue down surface-mounted base, as per specifications	100	Each	\$	\$
32	COMMODITY CODE: 96-880 Sheeting, 3MT Diamond GradeT DG3, 4083, fluorescent yellow/green, as per specifications	500	SqFt	\$. \$
33	COMMODITY CODE: 96-880 Sign, PVC, Rat Eradication, custom 24" x 36", black & white with colored County seal, as per specifications	50	Each	\$	\$
34	COMMODITY CODE: 96-880 Post, U-channel, green, 5 ft., 1.12 lbs./ft., holes down the entire post for mounting, including 5/16 x 2" nuts/bolts, galvanized, mounting hardware to attach sign, as per specifications	50	Each	\$. \$

	GRAND TOTAL	\$
COMPANY NAME:		
EED ID OD SOCIAL SECUDITY NO	<u> </u>	

Attachment A

Baltimore County Traffic Sign Order Request Forms

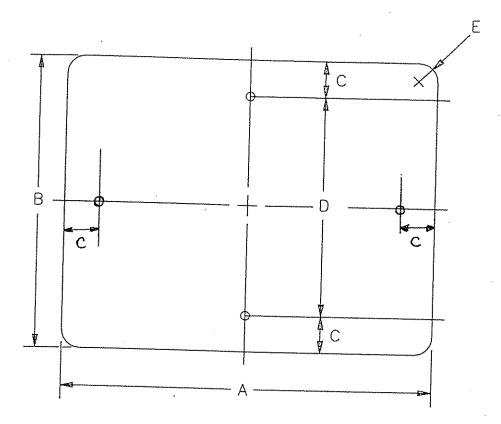
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Attachment B

Baltimore County Traffic Third Hole Details



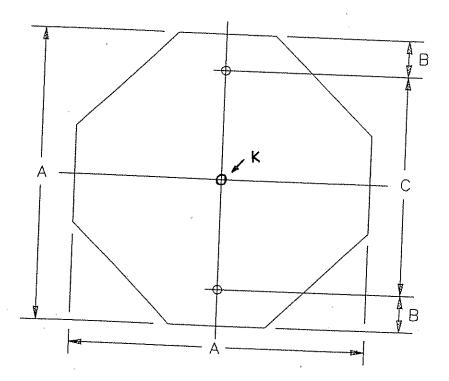
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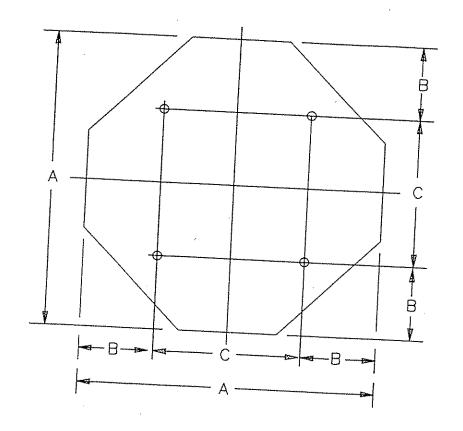
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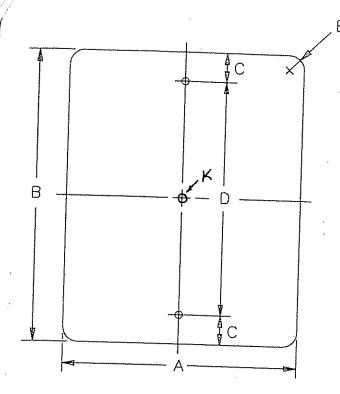
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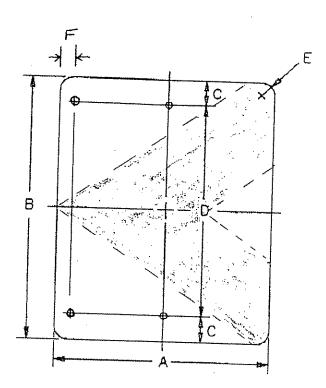
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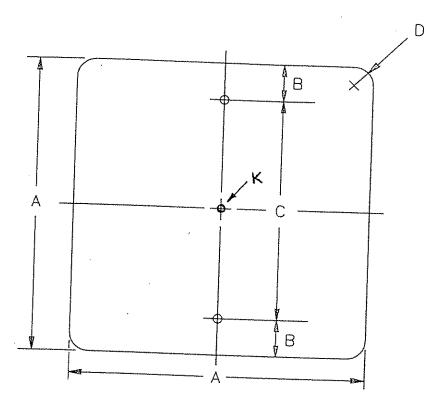
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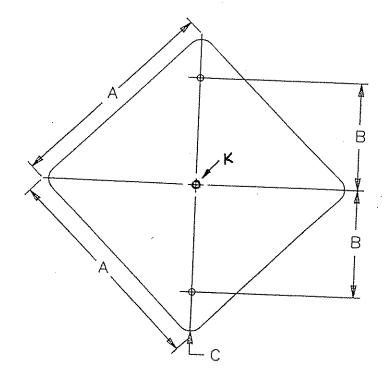
^{* -} Sign corners are not rounded



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24	3	18	1-1/2			
30	3	24	1-7/8			

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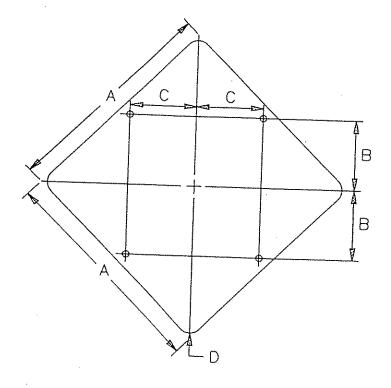
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18	9	1-1/2				
. 24	12	1-1/2				
30	15	1-7/8				

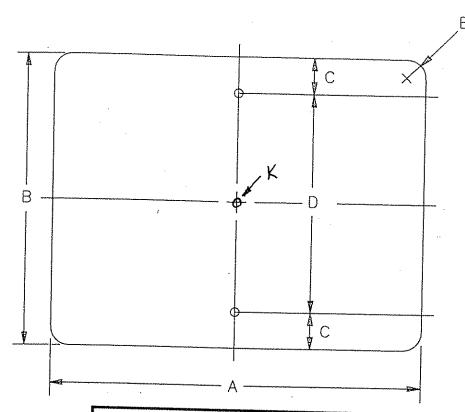
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48	15	3
60	18	3-3/4

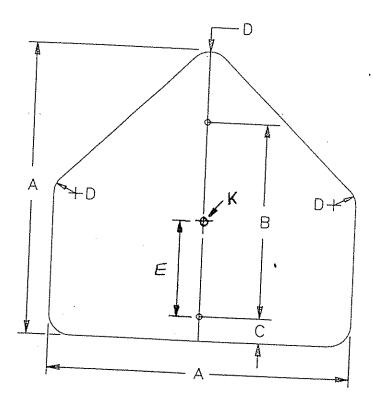
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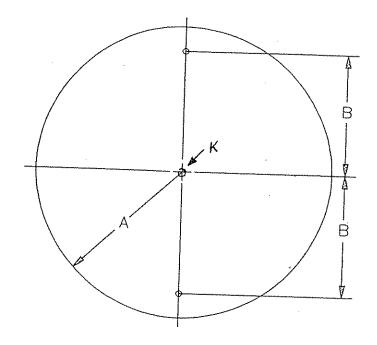
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36	24	3	2-1/4	12

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DIM. (INCHES)				
A	В			
15	12			
18	15			

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INTRODUCTION

PURPOSE: This policy picks up after the decision is made as to what signs are to be installed. This policy is intended to fulfill the following:

- 1. To insure a safe, consistent and economical system for the installation of traffic signs.
- 2. To provide an understanding between the Sign and Road Marking staff and the office staff concerning the execution of work orders.
- 3. To establish clear communications between the Office staff and the Sign and Road Marking staff; specifically a) information the office staff expects the shop staff to know and b) instructions the shop staff expects of the office staff.
- 4. To provide a common reference for the installation of signs at the junctions of County roadways with roadways of other jurisdictions.
- 5. To provide a reference for the installation of traffic signs for anyone contracted to perform such work on Baltimore County roadways.

DEFINITIONS:

- * SNS Street Name Sign
- * State, MSHA, and Maryland State Highway Administration are synonymous
- * MUTCD, 2006 Edition of Manual on Uniform Traffic Control Devices for Streets and Highways

REFERENCES:

- 1. MUTCD, 2006 Edition of Manual on Uniform Traffic Control Devices for Streets and Highways
- 2. Maryland MUTCD, 2006 Edition (Revised July, 2009)

	Introduction	1
	Table of Contents	2
PART I	Work Order Preparation and Execution	4
	A. Information To Be Supplied by the Office Staff	4
	B. Work Orders Take Precedence	
	C. When To Return Work Orders to the Office	
PART II	Mounting Height and Lateral Clearance	6
	A. Mounting Height	6
	B. Lateral Clearance	7
	1. Signs Behind Guardrail or Concrete Barriers	
	2. Open Section Roadways (with or without shoulders)	8
	3. Roadways with Curb	8
	4. Medians	9
	C. Angle of Signs with Roadway	9
	1. Parking Signs	10
	2. Do Not Enter, & Other Signs at Intersections	
	3. Larger Guide Signs	10
	4. Curved Alignments	
	5. Chevron Warning Signs (Double Mount)	11
PART III	Longitudinal Position of Signs	11
	A. Advanced Warning Signs	
	B. Other Warning Signs	13
	C. Regulatory Signs	13
PART IV	Post Selection	14
	A. Sign Post Inventory	14
	B. Hardware	
	C. Specific Sign Installations and Exceptions	
	D. Regulatory, Small Guide and Warning Sign Installation Tables	16
PART V	Special Sign Details/Work Order Requirements	16
	A. Stop Signs	16
	B. Installation of Traffic Signs & 9" Street Name Signs	
	Independent Square Post Installation	
	2. General Pole Mounting	
	3. Installation of Traffic Signs & SNS Assembly	
	C. Keep Right Sign Assembly	18

	D. Chevron Warning Signs	19
	1. Single Sign Mounting	
	2. Double Sign Mounting	
	E. No Parking/No Stopping Signs	
	F. Traffic Markers and Installation.	
	1. Type I (Yellow Delineator Panels)	20
	2. Type II (Hazard Markers)	
	3. Type III (Object Markers)	
	4. ROAD END Installation	
	G. Do Not Enter Combined with One Way Arrow Signs	
	H. Emergency/Temporary Signing	
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
PART VI	County Responsibilities At SHA Intersections	23
	A. Keep Right Signs	23
	B. Yield Signs	
	D. 11000 01510	••••••
PART VII	Standard and Minimum Sign Sizes Defined	24
	A. Dagarlatania Cian	2.
	A. Regulatory Sign	
	B. Warning Signs	
	C. School Signs	22
PART VII	I Acceptable Abbreviations	2€
	A. Functions	26
	B. Regulatory Signs	
	C. Warning Signs	
	D. Miscellaneous	26
PART IX	Selected Maryland State Statutes	27
	A. State Highway Administration Manual	27
	B. Placement of Traffic Control Devices on State Highways	
	C. Placement of Traffic Control Devices in Local Jurisdictions	
PART X	Additional Responsibilities of Sign and Marking Mechanics	28
	Transferred to organization of organization in the contained in the contai	***************************************
PART XI	Required Posting of Disabled Parking Signs & Parking Lot Layouts	29
	A. Effective October 10, 2010 Laws Initiated by the Maryland	
	General Assembly	29
	B. Disabled Parking Sign Configurations and Placements	

PART I WORK ORDER AND PREPARATION AND EXECUTION

The Traffic Engineering office staff generally prepares the Sign, Street Name Sign and Road Marking Work Orders and the Sign and Road Marking Personnel executes the work orders. The purpose of providing sign specifications is to establish guidelines, procedures and policies for the installation and maintenance of traffic control devices within Baltimore County jurisdiction. We must reach an agreement on the amount of information that each group is expected to provide and to know about the other unit's operations so that misunderstandings and unnecessary work can be avoided.

A. Information to Be Supplied by the Office Staff

Many entries required on the work order form are self-explanatory. The following is a clarification of the requirements of those items that may not be as obvious:

- 1. Priority (if applicable) shall be a date and not an "ASAP".
- 2. All work orders that require multiple signs to be installed should include a sketch (generally) of sign locations with north arrow and reference points (house or block numbers, utility pole numbers, fire hydrants, trees, sidewalks, etc.). Work orders for new installations shall have locations marked in the field or clearly described locations marked on work orders.
- 3. Work order directions shall be precise and accurate. An abbreviation may be used only if it conforms to the list of approved abbreviations (see Part VIII Acceptable Abbreviations).
- 4. The signs and actions on front of the work order shall match the signs and actions on the sketch.

5. Size of Signs:

- a) If the size of a sign is a standard size, no dimensions are necessary. If other than the standard size, the dimension shall be indicated on the work order.
- b) Special sign sizes will generally be determined by the sign fabricator. The work order will normally specify the letter size or sizes and the fabricator will determine the size of the sign.
- c) In some cases the office staff will determine the size and legend of special signs. Determining the letter size will be the responsibility of the sign fabricator.
- 6. The quantity and type of posts shall be specified. The lengths of the posts need not be specified; however, the sign shop staff shall be aware of the required minimum

vertical clearance when combining signs.

- 7. "Hilti gun" and/or "Drill Needed" shall be indicated on the work order if a sign is to be installed on a concrete wall, or if a hole may need to be drilled in a sidewalk or concrete island. If the work order instructs the removal of a post leaving a hole, work order shall specify the need to fill the hole with the appropriate material.
- 8. If the office staff is requesting an exception to standard practices, those shall be clearly explained on the work order (e.g., installing a parking sign lower than normal clearance requirements). Failure to do this would often result in the interpretation that a mistake or error was made by the office and therefore the work may be done in a manner inconsistent with the intent of the work order. This may also result in the failure to complete the work order in a timely manner.
- 9. For some work orders, it is desirable that the person writing the work order should contact the fabricator or installer prior to the writing of the work order to better communicate the intent of the work order.
- 10. Office staff shall be required to determine and include on work orders whether a roadway is to be classified as rural or urban when there is a possibility of doubt. This will ensure that the work order is completed properly the first time.

B. Work Orders Take Precedence

Due to the many variables that cannot be anticipated, the signs and locations on the work orders take precedence over the standards presented in the policies. Exceptions to standards should be noted on the work orders as "exceptions" so they will not be interpreted as "mistakes". Any significant change on a work order should be noted.

C. When to Return Work Orders to the Office

- 1. Completed work orders shall be returned to the office with all required information on the work order. The completion date, time, who completed the work order and material used shall be included. These work orders will be filed without review unless some special need is identified. Completed work orders are public documents and may be and have been used in court.
- 2. Work orders are not considered complete until all the authorized work has been completed. If a work order cannot be completed as written or if the installer feels strongly that a mistake has been made, one of the following should occur:

- a. If there is an obvious minor mistake that can be corrected, then the work order should be completed and the appropriate action taken. Examples of minor mistakes would be the incorrect size of sign (24" x 30" specified when standard size is 30" x 30"), obvious misspellings, slight location error that does not change the work order. Return work order in the normal manner.
- b. For other than obvious minor mistakes, the installer or fabricator should first attempt to contact the person directly who wrote the work order. Both parties should attempt to communicate and resolve the problem in a manner that will result in the best interest of our customers. The communications can be by means of the telephone, two-way radio or personal contact in the office, field or shop, or whatever means that can best give the desired results. Any agreed changes must be noted on the work order and processed in the usual manner.

PART II MOUNTING HEIGHT AND LATERAL CLEARANCE

The following clearances are general in their application. Exceptions to these clearances and details concerning positioning of specific signs are contained in Parts IV and V herein.

A. Mounting Height

Definition - Mounting Height is the vertical distance measured from the bottom of the mounted sign to the near edge of the pavement (Fig. 1) or, in the cases of roadways with curbs and/or sidewalks, to the top of the curb grade (Fig. 2) or sidewalk grade (Fig. 3).

In **rural districts**, signs erected at the side of the roadway should be mounted at a minimum height of six (6) feet (Fig.1).

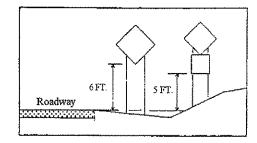


Figure 1 - Rural Open Section

In **urban districts** (business, commercial and residential districts) where parking and/or pedestrian movement (head bumping) is likely to occur or where there are other sight distance obstructions, the clearance to the bottom of the sign should be a minimum of seven (7) feet (Figs. 2 & 3).

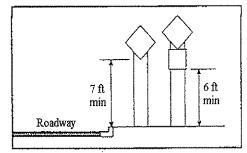


Figure 2 - Urban Curb Section

In cases where a roadway cannot be classified as either rural or urban, the work order should be referred to the office as indicated in Part I, Section C, page 6 of the policy. The vertical clearance to the bottom of a secondary sign mounted below another sign may be one foot less than the clearances specified above (Figs. 1, 2 & 3).

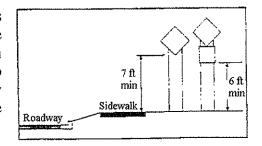


Figure 3 – Sidewalk Section

Mounting height for signs installed on bicycle trails should be a maximum of five feet and a minimum of four feet. If signs are intended to be read by both bicyclists and motorists, standard mounting heights for motorists shall be used.

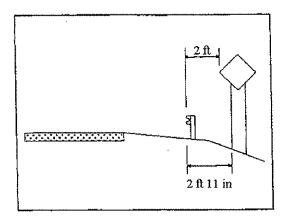
B. Lateral Clearance

Definition - Lateral clearance is the distance measured from the near edge of the roadway or the face of the curb to the near edge of the mounted sign and not the post.

Signs should be installed at the practical maximum lateral clearance from the edge of the traveled way for the safety of the motorist. Advantage should be taken of existing guardrail, over-crossing structures, and other conditions to minimize the exposure of sign supports to traffic. It is understood that all signs should be installed within the available right-of-way.

1. Signs Behind Guardrail or Concrete Barriers

Signs should be located two feet behind the guardrail or concrete barrier if possible. However, the probability of damage to the sign increases as the sign is installed closer to the guardrail.





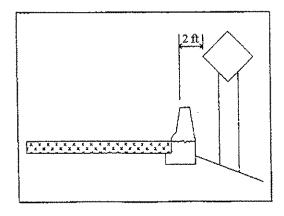


Figure 5 – Offset Behind Concrete Barrier

2. Open Section Roadways (with or without shoulders)

The standard lateral clearance should be 6 (six) feet from the near edge of the traveled way if no shoulder exists. If a shoulder (paved or unpaved) exists, the near edge of the mounted sign (not the post) should not be closer than 6 (six) feet from the edge of the shoulder. Where it is impractical to maintain the desired clearance, a lesser clearance may be used up to a working minimum of two (2) feet.

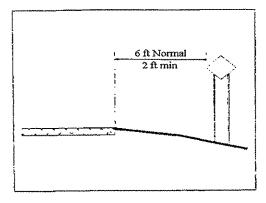


Figure 6 - Offset in Open Section

3. Roadways with Curb

a. The **standard lateral clearance** is six (6) feet behind the face of an unmountable curb. In urban areas, a lesser clearance may be used where necessary with a working minimum of two (2) feet. See exceptions in section 3b to the standard lateral clearances.

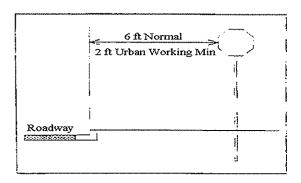


Figure 7 –Offset in Curb Section

b. Exceptions to Standard Lateral Clearances

1. When utility poles are adjacent to the curb or no more than two feet from the face of curb or where parking meters are installed (normally 18 inches from the face of the curb), the sign, not the post, may be placed as close as one foot from the face of the curb or in line with the parking meters. This exception will be known as **condition 1**.

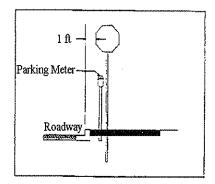


Figure 8 - Parking Meters or Utility Poles (with or without sidewalk)

2. When the sidewalk abuts or is within four (4) feet of the curb, the sign, not the post, should be mounted six (6) inches from the edge of the sidewalk farthest from the traveled roadway if condition 1 does not apply.

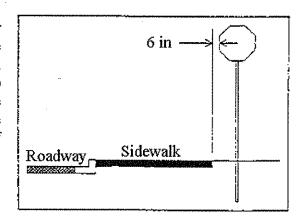


Figure 9 - Sidewalk Abuts Curb

3. When the sidewalk does not abut the curb and the distance from the face of the curb to the sidewalk is four feet or more, the sign, not the post, may be mounted six inches from the edge of the sidewalk nearest the traveled way if condition 1 does not apply.

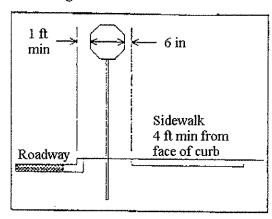


Figure 10 - Sidewalk Away From Curb

4. Medians

Lateral clearance in a median is the same, as the clearance of a right side mount except that the center of the sign should not extend beyond the center of the median and both sides of the sign shall not extend past either edge of the median.

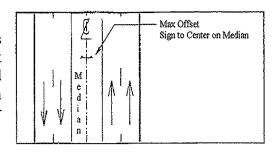


Figure 11 - Median Mounted Signs

C. Angle of Signs with Roadway

Signs should be mounted approximately at right angles to the direction of, and facing, the traffic that they are intended to serve. Please note the following conditions and exceptions:

1. Parking signs with arrows are erected at an angle of 30 to 45 degrees to the direction of traffic.

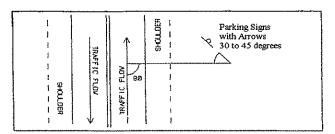


Figure 12 - Installation Angle of Parking Signs

- 2. DO NOT ENTER, KEEP RIGHT and other regulatory signs at intersections may be angled from 15 to 45 degrees to improve day or night visibility. **Do not angle these signs unless requested on the sign work order.**
- 3. Larger signs (guide signs) should be turned slightly away from the roadway to avoid glare reflection (mirror rather than retroreflective) of headlights off the sign face directly back to the driver's eyes. An angle of 93 degrees to the line of approaching traffic has been found to be satisfactory for signs up to 14 feet from the edge of the pavement. An angle of 93 degrees to the line of approaching traffic has been found to be satisfactory for signs up to 14 feet from the edge of the pavement.

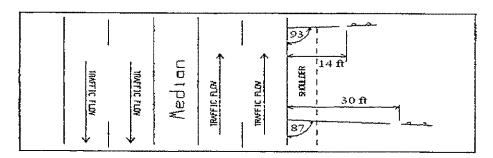


Figure 13 - Installation Angle of Larger (Guide) Signs

4. On curved alignments, the placement of the sign should be directly in line with approaching traffic. "Pointing" of the sign in the direction that traffic is being directed usually results in reduced night reflectivity and an unsatisfactory sign installation. Large arrows (W1-6) and chevrons (W1-8) are the signs most apt to be installed incorrectly.

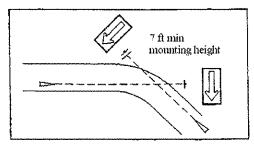


Figure 14 - Correct

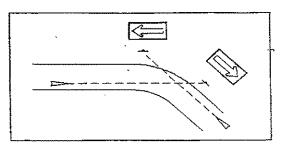


Figure 15 – Incorrect

5. For double mount Chevron Warning Signs, the placement shall be at a 45 degree angle with both signs mounted to the leading edge of the roadway at a 90 degree point-to-point configuration. Posts shall be installed in a way to the edge of roadway that allows both signs to face each direction of approaching traffic. Double mount Chevron signs shall not be installed parallel (back-to-back) with each other at any time (see Part V- D Chevron Curve Warning Signs for proper installation).

PART III LONGITUDINAL POSITION OF SIGNS

A. Advance Warning Sign Placement

The table to the right is the suggested minimum sign placement distances that should be used on County roads. The distance is measured between the object/condition (e.g. stop sign, beginning of curve, beginning of merge, school crossing, etc.) and the advance warning sign.

Posted	Recommended
Speed	Distances
25	250
30	300
35	350
40	400
45	450
50	500

B. Other Warning Signs

Miscellaneous warning signs that advise of potential hazards not related to a specific location may be installed at the most appropriate locations. These signs include **DEER CROSSING** and **SOFT SHOULDER**. Other signs have special locations that are defined in Part V of this policy or that are temporary warning signs covered by Part VI of the MUTCD for highway maintenance or construction. These signs shall be installed at locations shown on the work order.

C. Regulatory Signs

The locations of many intersection related regulatory signs (STOP, KEEP RIGHT) are covered in Part V of this policy. Most intersection related signs are located within 50 feet of the intersection to provide the greatest legibility and emphases. However, the continual upgrading of roadways within Baltimore County results in intersections that are larger and more varied than ever. Therefore, many signs cannot be assigned standard distances. Locations shown on work orders shall have precedence over any set standards. Non-intersection related regulatory signs are located to provide greatest legibility, greatest visibility, and to meet the technical requirements of various traffic laws or traffic orders. Therefore, locations shown on work orders shall have precedence over any set standards.

PART IV: POST SELECTION

The selection of posts for the installation of a sign is dependent on the following:

- Size of the sign (height and width)
- Mounting height to the bottom of the sign
- Design wind speed loading which meets current AASHTO and FHWA breakaway and yielding requirements of a traffic sign post.

A. Sign Post Specifications

Baltimore County sign post inventory consists of the following:

POSTS

Length	Size	Gauge	Partially or Fully Punched
2 ft.	1.75" x 1.75"	14	Fully
3 ft.	1.75" x 1.75"	14	Fully
10 ft.	1.75" x 1.75"	14	Fully
7 ft.	2" x 2"	14	Fully
10 ft.	2" x 2"	14	Fully
10 ft.	2" x 2"	14	Partially

ANCHOR BASES

Length	Size	Gauge	Partially or Fully Punched
3 ft.	2" x 2"	12	Fully
3 ft.	2.25" x 2.25"	12	Fully

Anchor Bases for all square tubular sign posts shall be 36 inches in length with a **minimum of 30 inches** installed in the ground.

B. Hardware

For 2" square breakaway posts

- 1. **3/8" Drive Rivet** Used to attach all traffic signs to the square tube breakaway post
- 2. **Nylon Washer 3/8" ID and 7/8" OD** Placed between Drive Rivets, #34 Rivets or lag bolts and sign panels.

- 3. **Corner Bolt with Nut** For use with 2" to 2-1/4" square tube Used to fasten the square tube breakaway post and anchor base together.
- 4. #34 Rivet 1-13/16" long Used to tack together the ends of street name sign assemblies, back-to-back installation on a square tube breakaway post.
- 5. 1/2" PVC Spacer 1-11/16" long Placed over the shaft of the #34 rivet to keep the sign panels from being drawn together too far. (The spacer is placed at the ends and between street name panels)

For Steel or Fiberglass Poles

- Saddles 1-Bolt Flared Leg Brack-It Must be stainless steel with SS bolt and washer. Used with banding and buckles to fasten sign panels to streetlight or signal poles.
- 2. **Banding Band-It Brand Banding –** Must be ¾ inches wide and 0.76 mm thick. Used with saddles and buckles to fasten sign panels to streetlight or signal poles.
- 3. Buckles Type 201 stainless steel Must be ¾ inches wide and used with saddles and banding to fasten sign panels to streetlight or signal poles.
- 4. **Cable Ties** Must be a minimum of 24 inches long and used in combination with a PVC spacer.
- 5. **PVC Spacer appropriately sized** Placed between the 2-9 inch SNS panels to keep the sign panels from being drawn together too far and the blades from rotating.

C. Specific Sign Installations and Exceptions

Most signs will be installed using the post sizes and lengths that have been determined in Table 1. A few signs (detailed in Part V) are not standard and are to be installed regardless of an urban or rural setting with special mounting criteria. The signs, in Part V, are as follows:

- 1. STOP Signs (PART V A)
- 2. Street Name Signs (PART V B)
- 3. Keep Right Signs (PART V C)
- 4. Chevron Curve Signs (PART V D)
- 5. Parking Signs Combined with Standard Signs (PART V E)
- 6. Type I, II, and III Markers (PART V F)
- 7. DO NOT ENTER Combined with ONE WAY ARROW Signs (PART V G)
- 8. Emergency/Temporary Signing (PART V H)
- D. Regulatory, Small Guide and Warning Sign Installation Tables

To determine the posts required for a particular sign:

1. Select the type of sign (regulatory/guide or diamond shape)

- 2. Determine the mounting height to the bottom of the sign.
- 3. Determine the maximum height and width of all signs for the location.
- 4. Check the Table I for that installation to determine the size and number of posts required.

Regulatory	&	Small	G	uide	Signs	(This	T_{2}	ible	is	for s	sin	øle	sign	installation	ı)
**************************************	~~	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	.,,		CINTER	(TOT C	,,,,,,	5 - V	325,11	*********	

	Minimum Clearance (Feet)	No. of Posts	Max Height (inches)	Width Range (inches)	Post(s) Size (14 ga.)	Drilling Required	Extension Required
	6	1	<=30	<=36	2.00" x 2.00" x 10'	No	No
	6	11	<=36	<=30	2.00" x 2.00" x 10'	No	No
j	6	2	<= 24	36 - 96	2.00" x 2.00" x 10'	No	No
	6	2	<=30	36 - 96	2.00" x 2.00" x 10'	No	No
	6	2	<=36	30 - 72	2.00" x 2.00" x 10'	No	No
Sus	6	2	<=48	30 - 72	2.00" x 2.00" x 10'	Yes	No
/ Sig	7	1	<=30	<=36	2.00" x 2.00" x 10'	No	No
atorn Sig	7	1	<=36	<=30	2.00" x 2.00" x 10'	Yes	No
Regulatory Signs Guide Signs	7	2	<=24	36 - 84	2.00" x 2.00" x 10'	No	No
	7	2	<=30	36 - 60	2.00" x 2.00" x 10'	Yes	No
	7	2	<=48	30 - 48	2.00" x 2.00" x 10'	Yes	No
	6	1	<=36	<=36	2.00" x 2.00" x 10'	Yes	No
Diamond Shape Signs	6	2	<=48	<=48	2.00" x 2.00" x 10'	Yes	No
Dia to to	7	1	<=36	<=36	2.00" x 2.00" x 10'	Yes	No
	7	2	<=48	<=48	2.00" x 2.00" x 10'	Yes	No

Table I -Post Selection Guide for Single Sign Installation

If the sign sizes do not fall within the range of the Table I and the work order does not state the installation procedure for the sign on the work order, the work order should be returned to the Sign Shop Crew for further installation details. A special type of installation shall be required for a sign not specified in the above table.

Please note the following:

- a. For spacing between posts, see Table II
- b. For larger signs, see work order or Sign Crew Chief for installation details .

Two (2) Post Installation Post Spacing

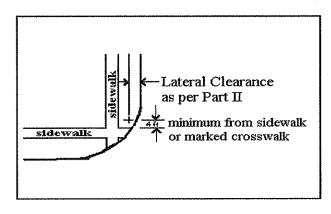
Sign Width "a" (inches)	Edge of Sign to Center of First Post "b" (inches)	Spacing Between Center of Posts "c" (inches)
24	2	20
30	5	20
36	8	20
48	9	30
60	12	36
72	15	42
84	17	50
96	20	56

Table II - Two Post Installation post Spacing

PART V SPECIAL SIGN DETAILS/WORK ORDER REQUIREMENTS

A. STOP SIGNS

The longitudinal setbacks of STOP signs from the cross street are as shown in Figure 19 & Figure 20 below.



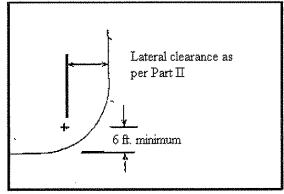


Figure 19 - Without Sidewalks

Figure 20 - With Sidewalks

B. 9" Street Name Sign (SNS) Installations

A 9" SNS assembly shall consist of 2 - 9" x (24" min - 48" max) sign panels. The length of street name shall determine the length of the SNS panel. Each street name shall have two (2) single-faced SNS panels. (unless otherwise noted on the work order.)

1. Independent SNS on a Breakaway Post Installation

In order to reduce vandalism and to allow for the installation of either Stop, Do Not Enter, Yield and/or other specified traffic signs with SNS Assemblies shall be installed as follows:

- a. Mounting of two one-sided 9" SNS panels, back-to-back, attached to the uppermost top of one 10 ft 2" square tube breakaway post with anchor base. SNS panels shall be installed at the top of post with designated SNS panel parallel to the associated roadway.
- b. At all times, SNS panels shall be mounted in succession from the utmost top of the sign post. At no time shall there be any overlapping of or gaps between signs in accordance with mounting holes.
- c. In some applications, the use of a 1-3/4" square tube extension, inserted 6" or more (as needed) into the top of the post shall be required to maintain the minimum mounting height. No part of the post or extension shall protrude beyond the uppermost sign.

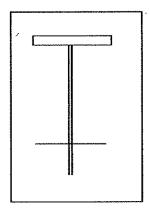


Figure 21 - Independent SNS Assembly on Square Tubing Post Installation

2. General Pole Mounting

In order to reduce vandalism of SNS assemblies a. installed on streetlight poles, signal poles, and utility poles, it is preferred that the mounting height be at a 16 foot maximum, if possible. Due to the shorter length of some street light poles, the mounting height of the SNS assembly may be reduced to a minimum of 10 feet while keeping the SNS assembly as close to the top of the pole as possible (Figure 21). Each set of 9" Street Name Sign panels are to be banded parallel to each other on either side of the utility pole. SNS panels shall be installed at the top of post with designated SNS panel parallel to the associated roadway.

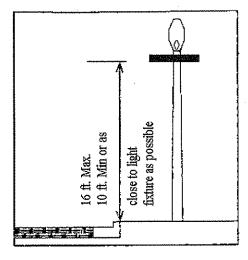


Figure 22 – SNS Assembly on Utility Pole Mount

- b. The ends of each pair of SNS panels shall be secured together with a 24 inch (minimum length) ultraviolet (UV) resistant cable ties and an appropriately sized piece of ½ inch PVC conduit to be used as a spacer between the two SNS panels. The spacer is to be placed between the SNS panels and the first cable tie is to be placed through the first SNS panel then the spacer and then through the second SNS panel. The first cable tie is to be placed through the locking end of the first cable tie. Repeat this process for the other end of the SNS panels then cut the cable tie's ends approximately ¾ to 1 inch away from the cable tie's locking connectors on both ends of the SNS panels.
 - On steel or fiberglass utility poles, banding, saddles, cable ties, PVC conduit and buckles shall be used to secure signs. (top & bottom, both ends)

3. Installation of Traffic Signs & SNS Assembly

All signs shall be mounted in a manner as to maintain minimum height requirements. (Refer to Part IV: Post Selection). The Street Name Sign assembly (refer to Part V-B.1 & B.2) that is to be combined with STOP or YIELD sign shall be mounted above the STOP or YIELD sign. This will result in the use of 1-3/4" square tube extension to achieve the desired height clearance needed.

C. Keep Right Sign Assembly (R4-7)

A KEEP RIGHT Assembly (Figure 24) consists of one R4-7 sign, one 12" x 12" yellow panel and one 4" x 24" black on yellow <u>left</u> hazard marker (on back side of R4-7).

One R4-7 sign mounted to top of 7 ft - 2" square tube breakaway post with an anchor base installed facing opposing traffic.

KEEP RIGHT signs shall be installed on a 7ft - 2" square tube breakaway post with an anchor base at a **15 degree angle** turned towards the traffic crossing the median <u>only if specified</u> on work order.

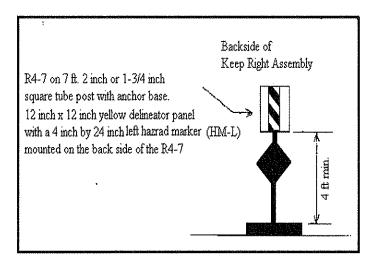
One 12" x 12" yellow panel shall be installed in diamond form directly under the R4-7 also facing opposing traffic.

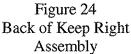
One 4" x 24" black on yellow <u>left</u> hazard marker (HM-L) shall be mounted on back of R4-7 at topmost end of 7 ft post.

All KEEP RIGHT signs shall be installed 10 ft back from the P.C (point of curvature). of the island. If the island does not have a existing PVC sleeve at 10 ft, a 3" hole shall be drilled at the 10 ft mark and centered in the island and the assembly shall be installed as stated above.



Figure 23 – Front of Keep Right Assembly





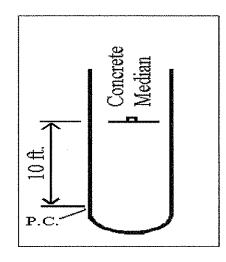
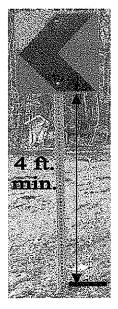


Figure 25
Placement of Keep Right
Assembly in Concrete Median

D. Chevron Curve Signs (W1-8)

Chevron signs are normally 18" x 24". They are to be installed (as required) either single sign mount or double sign mount. Chevrons shall be installed on the outside of a curve or turn, in line with and at approximately a right angle to approaching traffic. Placement of signs & posts shall be determined by work order and/or drawings.

- 1. Single Sign Mount one (1) sign mounted on center (top and bottom holes) to topmost of a 7 foot 2 inch square tube breakaway post with anchor base. Sign and post to face oncoming traffic. (see figure 26)
- 2. Double Sign Mount two (2) signs mounted on the leading edge at a 90 degree angle, edge-to-edge, point-to-point configuration. The top of both signs shall be to the topmost hole of a 7' 2" square tube breakaway post with anchor base. Both signs in unison to face 45 degree angle (along with post) to square edge of roadway. One sign to face each direction of oncoming traffic. Double mount sign configurations shall not be installed back-to-back or parallel to each other.



VI-8
90 degrees

Figure 26
Single Mount Chevrons

Figure 27 – Double Mount Chevron

E. Parking Signs

Parking signs with arrows are erected at an **angle of 30 to 45 degrees** to the direction of traffic. All signs shall be installed on 10 foot - 2" square tube breakaway posts with anchor bases. An angled bracket must be used to mount the parking sign to the post if the post requires additional signing which needs to be mounted 90 degrees to the roadway.

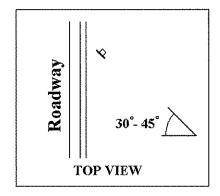


Figure 28 - Parking Sign with Arrow

F. Traffic Marker and Installation

1. Type I (Yellow Delineator Panel), shall be as follows: one – 12 inch x 12 inch yellow panel, mounted in a diamond configuration on a 5 foot - 2 inch square tube breakaway post with anchor base (cut a 10 ft - 2 inch square tube breakaway post in half). Sign shall be mounted at top of post to face approaching traffic. Sign and post to be placed 2 ft. – 4 ft. from nose of traffic islands or as noted on the work order.

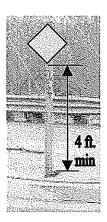


Figure 29 Type I (Yellow Delineator Panel)
Mounting Height

2. Type II (Hazard Marker [Balto. Co. only]) shall be as follows: one – 4 inch x 24 inch sign (HM-R for right hazards or HM-L for left hazards) installed on 7 foot - 2 CIP post and the post shall be driven 18 – 24 inches into the ground. Sign and post to be installed at the roadway hazard approximately 2 ft. – 4 ft. from edge of roadway. It may required at times to install 1 each (HM-L,HM-R) back-to-back so that a sign will be seen by each opposing direction of travel.

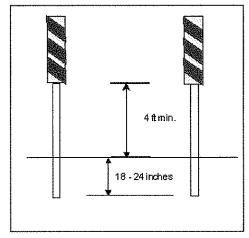


Figure 30 - Type II (Hazard Marker) Mounting Height

3. Type III (Object Markers) shall be as follows: one -12 inch x 36 inch sign, (OM - R for a right object marker or OM - L for a left object marker) installed on a 7 foot - 2 inch square tube breakaway post with anchor base. Sign shall be mounted at top of post to face approaching traffic. It may required at times to install 1 each (OM-L,OM-R) back-to-back so that a sign will be seen by each opposing direction of travel.

When Type III object markers are installed within 8 feet of the shoulder or curb, they should be installed on one 7 foot -2 inch square tube breakaway post and anchor base with a minimum mounting height of 4 feet above the roadway surface of the nearest traffic lane. When installed at 8 feet or more, the mounting height may be four (4) feet above the ground unless otherwise noted on the work order.

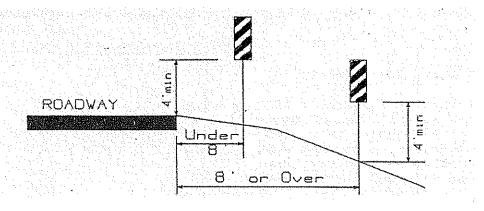


Figure 31 - Type III (Object Marker) Mounting Height

4. Road End signs shall be a 30 inch by 30 inch white legend "ROAD END" on red background and shall be installed on one 10 foot - 2 inch square tube breakaway post and anchor base with a minimum mounting height of 7 feet. Two red delineator panels (OM4-3, 18" x 18") should be installed on a 7 foot - 2 inch square tube breakaway post and anchor base and placed at utmost top of post. Each red delineator panel shall be mounted 5 ft. -7 ft. from each side of the ROAD END sign. A standard road end installation require only the two delineator panels. The road end sign will be installed only if the work order requires it.

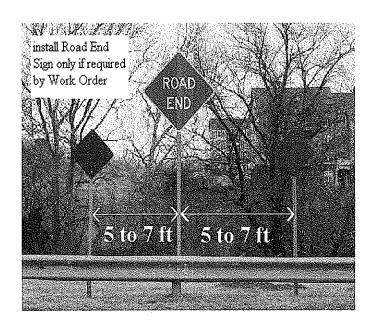


Figure 32 – ROAD END Sign Mounting Heights

G. DO NOT ENTER Combined with ONE WAY ARROW Signs

When DO NOT ENTER (R5-1) and the 36" x 12" ONE WAY ARROW (R6-1) signs are to be installed together, the ONE WAY ARROW signs shall be mounted <u>above</u> the DO NOT ENTER sign. In most cases, it is necessary to install a 2' x 1-3/4" square tube extension into the top of the post to maintain minimum required height of 7' to bottom of DO NOT ENTER. A typical installation is shown below.

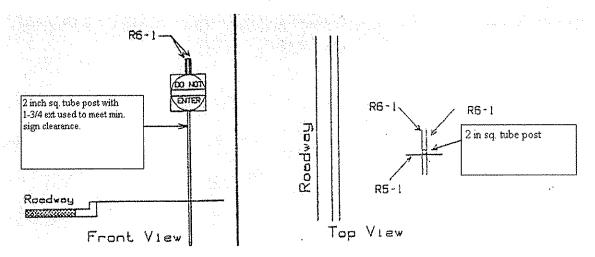


Figure 33
Typical Installation DNE and OWA Combined on 2" Square Tube Breakaway

Post with Anchor Base

H. Emergency/Temporary Signing

Generally, the installation of temporary signs is not different from the installation of permanent signs. Vertical and lateral clearances are the same and the use of utility poles (generally not accepted) is the same. The following are permissible:

- a. Signs mounted on portable supports (such as construction signs) shall have a minimum vertical clearance of one (1) foot.
- b. Signs mounted on pedestals weighted down with sand bags may be placed within the roadway if necessary.
- d. Public Hearing Notice signs may be mounted on a single post (normally two are required for this size) at a reduced vertical clearance when they are not mounted next to a sidewalk or roadway.
- e. In emergency situations, with approval, temporary signs may be banded (top and bottom) on steel poles or lag bolted (top & bottom) on wood poles.

PART VI COUNTY RESPONSIBILITIES AT SHA INTERSECTIONS

- A. KEEP RIGHT signs posted on County roadways at SHA roadways are the responsibility of Baltimore County regardless of whether or not they are in state maintained "apron" of the intersection.
- B. YIELD SIGNS: When leaving a state highway and entering a County maintained roadway the YIELD sign and associated post/posts are County responsibility. When entering a state highway from a County roadway, the YIELD sign and associated post/posts are the State's responsibility.

PART VII STANDARD AND MINIMUM SIZES DEFINED

Sign sizes may be noted on work orders as "Std" or "Min" for those signs specified below. If not specified below, the actual specific sign dimensions must be written on the work order.

Sign	MUTCD No.	Std. Size	Min. Size
A. REGULATORY SIGNS			
STOP	R1-1	24" Octagon	N/A
ALL-WAY plates	R1-4	6" x 18"	N/A
Right Turn Permitted w/o Stopping	Balt. Co. Sign	18" x 24"	N/A
YIELD	R1-2	30" Triangle	N/A
SPEED LIMIT	R2-1	24" x 30"	N/A
NO RIGHT TURN (symbol)	R3-1		
(ground mount)		24" x 24"	N/A
(overhead)		30" x 30"	N/A
NO LEFT TURN (symbol)	R3-2		
(ground mount)		24" x 24"	N/A
(overhead)		30" x 30"	N/A
NO TURNS	R3-3	24" x 24"	N/A
NO U TURN (symbol)	R3-4		
(ground mount)		24" x 24"	N/A
(overhead)		30" x 30"	N/A
Lane Use Control	R3-5 & 6 series	30" x 36"	N/A
(overhead)			
Lane Use Control	R3-7 & 8 series	30" x 30"	N/A
(ground mount)			
Center Lane Left Turn	R3-9b	24" x 36"	N/A
(ground mount symbol)			
KEEP RIGHT (symbol)	R4-7	18" x 24"	N/A
Yellow Panel		12" x 12"	N/A
DO NOT ENTER	R5-1	30" x 30"	N/A
NO THRU TRUCKS OVER 3/4 TO		24" x 30"	N/A
ONE WAY	R6-1	36" x 12"	N/A
PARKING	R7 Series	12" x 18"	N/A
Parking Combinations	R7 Series	12" x 18"	N/A
No Stopping Series	R7 Series	12" x 18"	N/A
STOP HERE ON RED	R10-6	24" x 30"	N/A
NO TURN ON RED	R10-11a	24" x 30"	N/A
BRIDGE AHEAD	Balt. Co. Sign	30" x 36"	N/A
Weight Limit	R12-5	30" x 36"	N/A

B. WARNING SIGNS

Common Warning Signs	W Series	30" x 30"	N/A
(except those listed below)	03.64.0	101 101	NT/ A
Red Delineator Panel	OM4-3	18" x 18"	N/A
Advisory & Supplemental	W13-1	18" x 18"	N/A
legend plate			
Large Arrow	W1-6	18" x 36"	N/A
Chevron Alignment	W1-8	18" x 24"	N/A
STOP AHEAD (symbol)	W3-1a	30" x 30"	N/A
YIELD AHEAD (symbol)	W3-2a	30" x 30"	N/A
SIGNAL AHEAD (symbol)	W3-3	30" x 30"	N/A
Lane Reduction	W9-1 & 2	30" x 30"	N/A
ROAD NARROWS	W5-1	30" x 30"	N/A
ONE LANE BRIDGE	W-5-3	30" x 30"	N/A
Divided Highway (symbol)	W6-1 & 2	30" x 30"	N/A
Pavement Ends (symbol)	W8-3a	30" x 30"	N/A
Low Clearance (symbol)	W12-2	30" x 30"	N/A
Playground (symbol)	W15-1	30" x 30"	N/A
NO OUTLET	W14-2	30" x 30"	N/A
NO THRU STREET		30" x 30"	N/A
NO OUTLET		6" x 30"	N/A
NO THRU STREET		6" x 30"	N/A
Hazard Marker (left)	HM-L	4" x 24"	N/A
Hazard Marker (right)	HM-R	4" x 24"	N/A
NO THRU STREET		6" x 30"	N/A

C. BALTIMORE COUNTY SCHOOL SIGNS

Sign	MUTCD No.	Std. Size	Min.
Size			
School - Ahead	S1W16-9P	30" x 42" Pentagon	N/A
School - Crossing Left Arrow	S1W16-7A(L)	30" x 42" Pentagon	N/A
School - Crossing Right Arrow	S1W16-7A(R)	30" x 42" Pentagon	N/A
School - Blank	S1W16-B	30" x 42" Pentagon	N/A
School Speed Limit		<u>-</u>	
When Flashing	S5-1 (WF)+Speed	24" x 48"	N/A
When Children Are Present	S5-1 (WCP)+Speed	24" x 48"	N/A
Blank	S5-1 (B)	24" x 48"	N/A

PART VIII ACCEPTABLE ABBREVIATIONS

Iter	n	Abbreviation		Item	Abbreviation
<u>FU</u>	<u>NCTIONS</u>				
1. 2. 3. 4. 5. 6.	Back to Back Extension Fabricate Install Minimum Maximum GULATORY SIGNS	Ext Fab Inst Min	7. 8. 9. 10. 11.	RelocateRemoveRepairReplaceStandard	Rem Repair Rep
1. 2. 3. 4. 5. 6. 7. 8. W A	By Permit Only Do Not Enter Handicap Parking Keep Right Left Lane Must Turn Right No Left Turn No Parking Any Time No Right Turn ARNING SIGNS	DNEHC PKGKRLLMTLNLTNPAT	9. 10. 11. 12. 13. 14. 15.	No Stopping Any Time No Thru Trucks Over 3/4 T No Turn on Red One Way Arrow Parking Right Lane Must Turn Right Snow Emergency Route Speed Limit	onNTTO3/4TNTOROWAPKG atRLMTRSER
1. 2. 3. 4. 5. 6. 7. 8. 9.	Advisory Speed Plate Delineator Crossing		10. 11. 12. 13. 14. 15. 16.	No Thru Street	Ped X-ing RR SCH SCH X-ing Sig Ahead SWW
1. 2. 3. 4. 5. 6. 7.	Crossing	DS ECM H SNS SNSA SNSA			

PART IX SELECTED MARYLAND STATE STATUTES

TR, §25-104. State Highway Administration to Adopt Sign Manual

(a) The State Highway Administration shall adopt a manual and specifications for a uniform system of traffic control devices, consistent with the provisions of the Maryland Vehicle Law, for use on highways in this State. This uniform system shall correlate with and, as far as possible, conform to the system set forth in the most recent edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

TR, § 25-105. Placement of Traffic Control Devices on State Highways

(b) Placement by local authorities - A local authority may place or maintain a traffic control device on a highway under the jurisdiction of the State Highway Administration only with the permission and under the direction of the State Highway Administration.

TR, § 25-106. Placement of Local Traffic Control Devices

On every highway under its jurisdiction, a local authority shall place and maintain those traffic control devices that it considers necessary to carry out the provisions of the Maryland Vehicle Law or local traffic ordinances or to regulate, warn, or guide traffic. Each of these traffic control devices shall conform to the manual and specifications of the State Highway Administration.

PART X OTHER GENERAL RESPONSIBILITIES OF SIGN AND MARKING MECHANICS

A. Other Responsibilities

- 1. Occasionally digs holes to install posts/bases.
- 2. Operates drill to drill holes in concrete or asphalt to install posts.
- 3. Repairs all types of traffic signs and other signs upon request.
- 4. Replaces all damaged posts where needed.
- 5. May assist in the fabrication of all traffic/street name signs and related sign work.
- 6. Checks clearances for underground utilities.
- 7. Installs traffic/street name signs on street light/ signal poles using approved banding brackets /strapping on steel poles and using approved lag bolts and on wood utility poles.
- 8. Makes field decisions concerning traffic sign locations. Also repairs and/or replaces damaged signs/posts observed in the field.
- 9. May lead and instruct other mechanics and associates.
- 10. May layout and install school crossing intersection markings, lane arrows, railroad crossings and other types of road markings.
- 11. Makes field decisions concerning road marking installations.
- 12. May operate and maintain a centerline paint truck.
- 13. May participate in a 24-hour emergency response crew.
- 14. Is responsible to perform all related duties and requests pertaining to traffic signs and road marking installations.
- 15. Replaces signs with like size signs unless specified otherwise.
- 16. Is responsible for assuring that Stop signs on the same roadway at the same intersection are like sizes.
- 17. Is responsible for removing all old hardware from the work site.
- 18. Is responsible for assuring trucks are equipped with all necessary tools, hardware, signs, etc. to perform the necessary duties required to complete work orders for that day.
- 20. When working alone should a post need to be replaced and the mechanic is unable to accomplish this alone, it is the mechanic's responsibility to notify the supervisor accordingly.
- 21. The existing 5' (lightweight) extension posts will no longer be used. In their place, with the use of a 10' 2" square tube breakaway post with an anchor base, the use of a 1-3/4" square extension tube shall be used to achieve appropriate recommended clearances. A length to be determined and cut appropriately from 2' 10'.

Part XI. REQUIRED POSTING OF DISABLED PARKING SIGNS & PARKING LOT LAYOUTS

A. Effective October 10, 2010 Laws Initiated by the Maryland General Assembly

Under the Annotated Code of Maryland, Transportation Article, Title 21, Section 21-1004(f), as of October 1, 2010 any sign that designates a parking space or zone for the use of individuals with disabilities shall clearly state the maximum amount of the fine to which a person is subject for parking a vehicle in the parking space or zone without the appropriate special disability registration plates or disability parking placard. In Baltimore County that fine is \$152. Disabled parking signs in Baltimore County which do not contain the fine value of \$152 will be unenforceable by parking enforcement officers/agents after October 1, 2010.

In addition, under Section 21-1006(a)(2) of the same Transportation Article, as of October 1, 2010 each parking lot in Maryland must conform with the requirements of the Maryland Accessibility Code adopted under Section 12-202 of the Public Safety Article. This law applies to <u>ALL</u> parking lots in Maryland, regardless of the time they were built or approved.

The Maryland Accessibility Code Guidelines for Building and Facilities dealing the disabled parking signs in found under COMAR 05.02.02 and is restated below:

Section D. Parking Space Signs – Public and Private Facilities

- (1) The parking areas of all buildings and facilities, including the buildings and facilities of State and local governments, shall identify each accessible parking space by a sign.
- (2) If the sign in §D (1) of this regulation is:
- (a) Not placed flush against a building, structure, or other location that does not obstruct vehicle or pedestrian traffic, it shall be at least 7 feet above the ground;
- (b) Placed flush against a building structure or other location that does not obstruct vehicle or pedestrian traffic, it shall be at least 6 feet, and not more than 10 feet, above the ground.
- (3) Signs shall bear the international symbol of access and the words "Reserved Parking", and shall be in conformance with the requirements for uniform traffic control devices under Transportation Article, §25-104, Annotated Code of Maryland. (See Regulation .12 of this chapter for explanatory material.)
- (4) Each van-accessible parking space shall be identified with a supplemental "Van Accessible" sign in conformance with the requirements for uniform traffic control devices under Transportation Article, §25-104, Annotated Code of Maryland (See Regulation .12 of this chapter for explanatory material.)
- (5) Each van-accessible parking space aisle shall be identified with a supplemental "No Parking" sign in conformance with the requirements for uniform traffic control devices under Transportation Article, §25-104, Annotated Code of Maryland (See Regulation .12 of this chapter for explanatory material.)

(6) A [new] sign [posted after October 1, 2002] that designates a parking space or zone for the use of individuals with disabilities shall be identified with a supplemental "Maximum Fine" sign in conformance with the requirements for uniform traffic control devices under Transportation Article, §25-104, Annotated Code of Maryland. (Italicized lettering in brackets will be removed on October 1, 2010.)

B. Disabled Parking Sign Configurations and Placements

The following is provided as a guide to demonstrate accepted sign configurations on sign posts and sign post placements on parking lots in order to conform to the above laws and standards.

Sign Configurations

- 1. Option A The standard Reserved Parking sign, universally used in the U.S., is shown on Page 32 (Sign R7-8). If this sign is used by itself in Baltimore County, then it must have an associated plaque directly underneath it, shown on Page 33 (Sign R7-8(2)), stating "MAXIMUM FINE \$152", OR
 - Option B As an alternate to the use of the two separate signs in Option A, a combined message sign is also permitted, shown as a Maryland State Highway Administration (SHA) standard Sign R7-8(3), as shown on Page 34. This sign is 3" shorter than the two-sign Option A. The SHA sign is accepted for use throughout the state of Maryland, however the fine value has to be set for the appropriate amount established in each local jurisdiction in Maryland. In Baltimore County it must state "MAXIMUM FINE \$152".
- 2. <u>Van Accessible Parking Spaces</u> Any parking space that is intended and designed to be accessible to vans must have an individual sign(s) as listed in Option A, B, or C above and under that sign(s) must have an additional plaque stating "VAN ACCESSIBLE", that plate shown on Page 35 (Sign R7-8b) and consisting of white letters on a blue background. To meet Item #5 of the COMAR regulations outlined in this section, the approved "NO PARKING IN ACCESS AISLE" SHA sign is shown on Page 36 (Sign R8-1(2)) and Page 37 (Sign R8-1(2_A)). This sign is intended to keep drivers from parking vehicles in the 8-foot wide hatched area next to a van accessible parking space. If the R8-1(2) or R8-1(2_A) sign is not in place, parking enforcement officers/agents cannot ticket ANY vehicle if it is parked on the hatched out 8-foot wide access aisle.

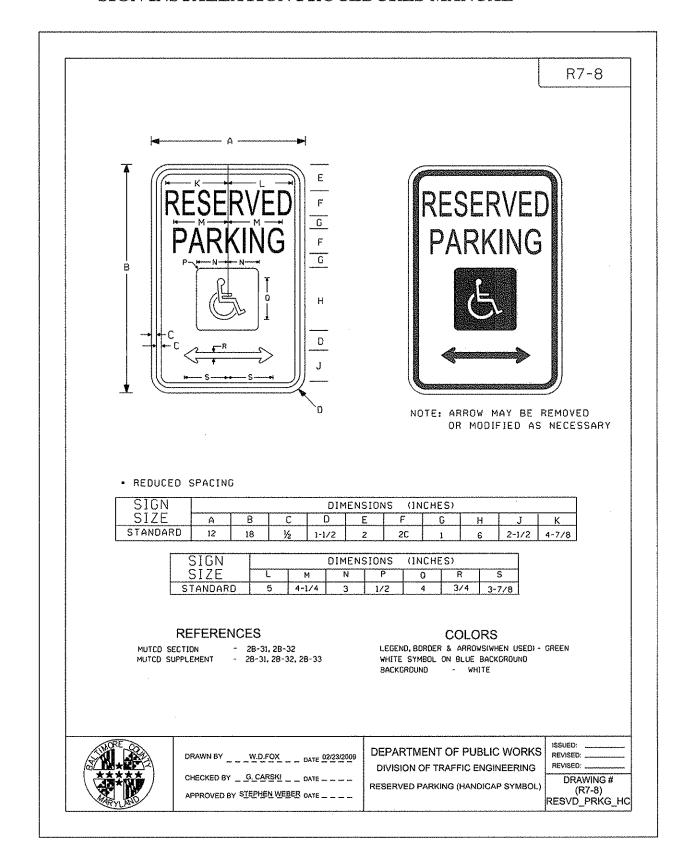
3. Sign Placements

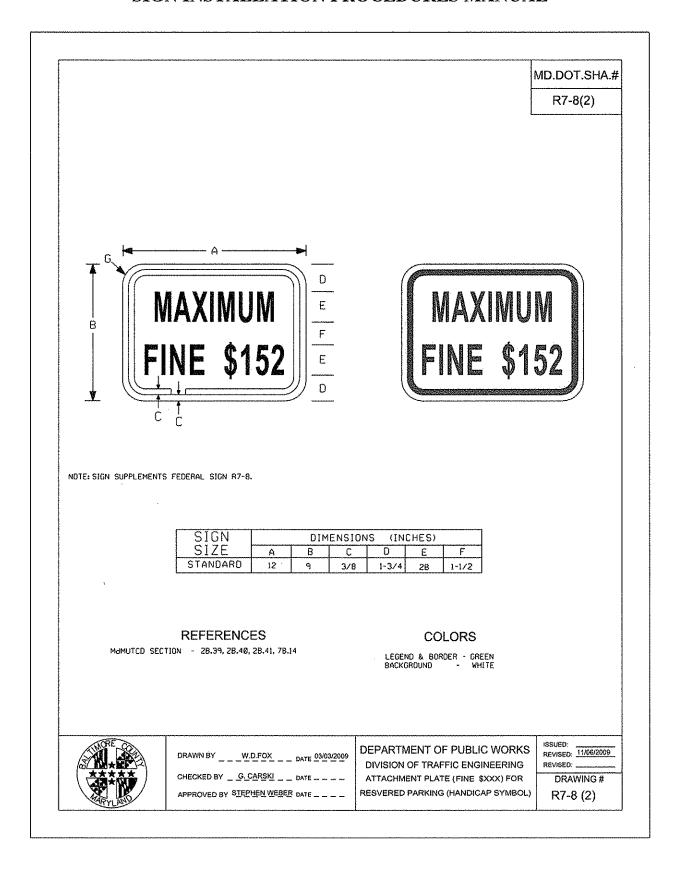
Pages 38 and 39 show a typical layout for perpendicular disabled parking spaces. Under any circumstance, each disabled parking space must have a reserved parking sign adjacent to it. (Van Accessible reserved parking spaces must always have the sign and post centered at the head of each space with no arrow under the wheelchair symbol.) There are two options for installing Reserved Parking signs for those spaces.

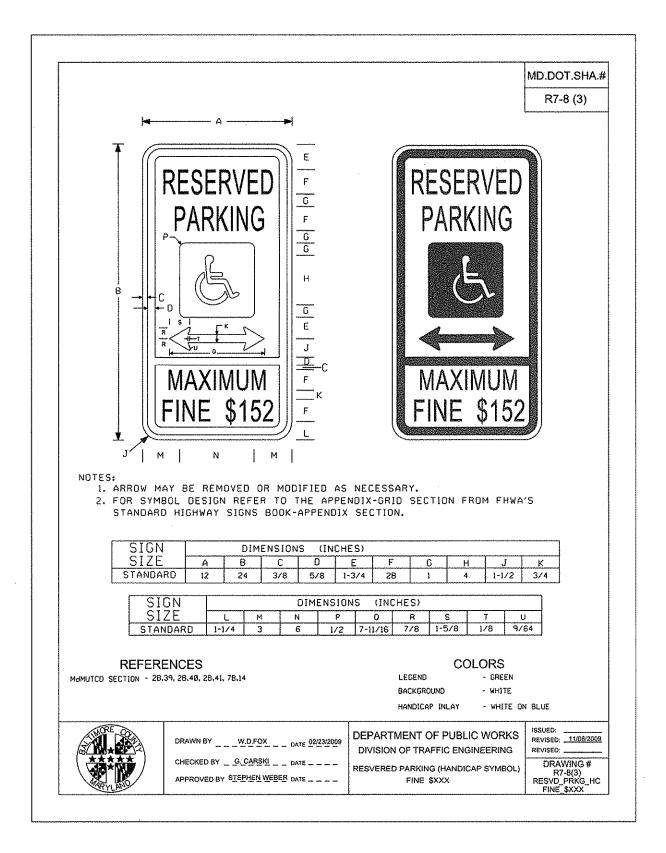
Option #1 - This option involves placing a parking sign(s) and post and the head of each parking space, centered in the middle of each space. Under this option, there should be NO arrow under the wheelchair symbol.

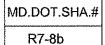
Option #2 - This option involves placing the signs to the edge of the parking space and alternating signs to the left and right of each space. Under this option there <u>MUST</u> be an appropriate arrow under the wheelchair symbols to outline the area in which there are reserved parking spaces. If there are several disabled parking spaces in a row, this option can reduce the number of signs and posts. The posts may also be less subject to being struck by the front bumpers of vehicles pulling into these spaces.

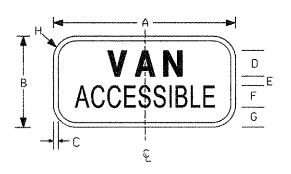
8. <u>Parallel Parking Layout</u> - When providing parallel disabled parking spaces, this will generally require the use of reserved parking signs and posts at both ends of the parking space with the appropriate left, right, or double arrow under the wheelchair symbol.













. REDUCED SPACING

SIGN		DIMENSIONS (INCHES)							
SIZE	Α	В	6	D	E •	F	G	Н	
STANDARD	12	6	5/16	1-1/2	5/8	1-9/32	1-7/16	1-1/2	

REFERENCES

MUTCO SECTION - 28-31, 28-32 MUTCO SUPPLEMENT - 28-31, 28-32, 28-33

COLORS

LEGEND & BORDER - WHITE BACKGROUND - BLUE



DRAWN BY _____W.D.FOX _____ DATE 03/03/2009

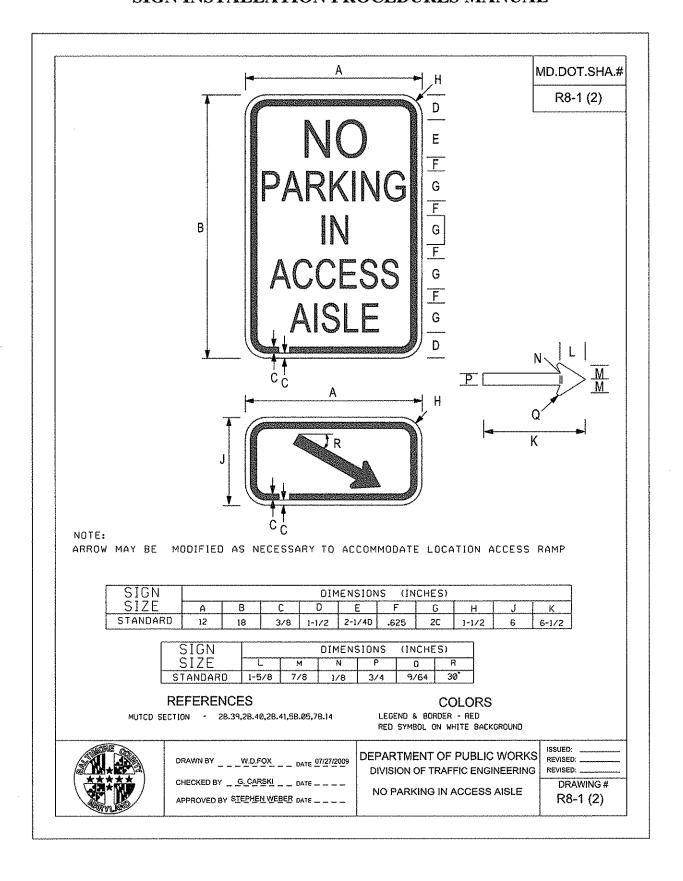
CHECKED BY __G_CARSKI __ DATE _ _ _

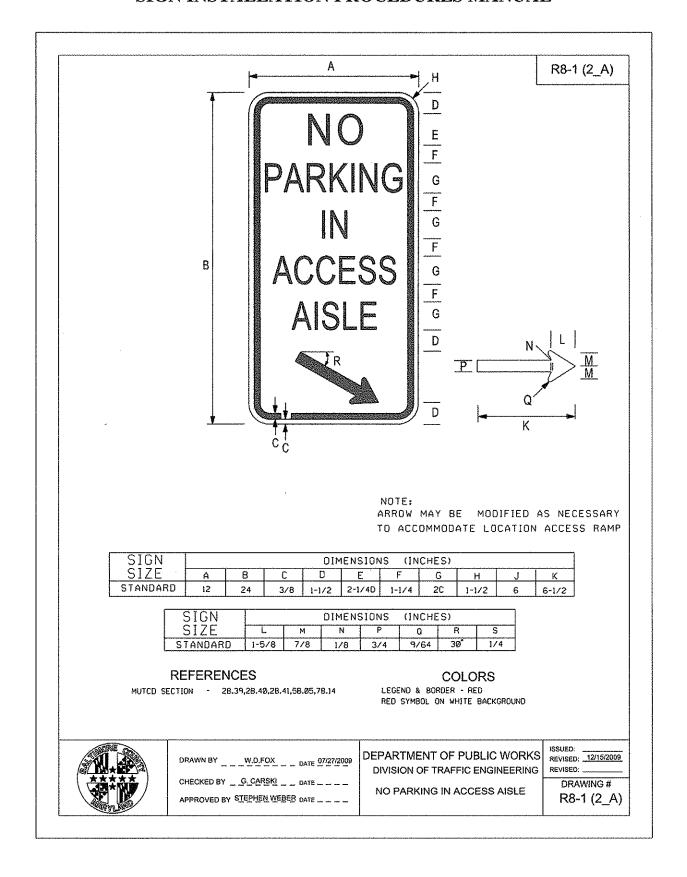
APPROVED BY STEPHEN WEBER DATE ____

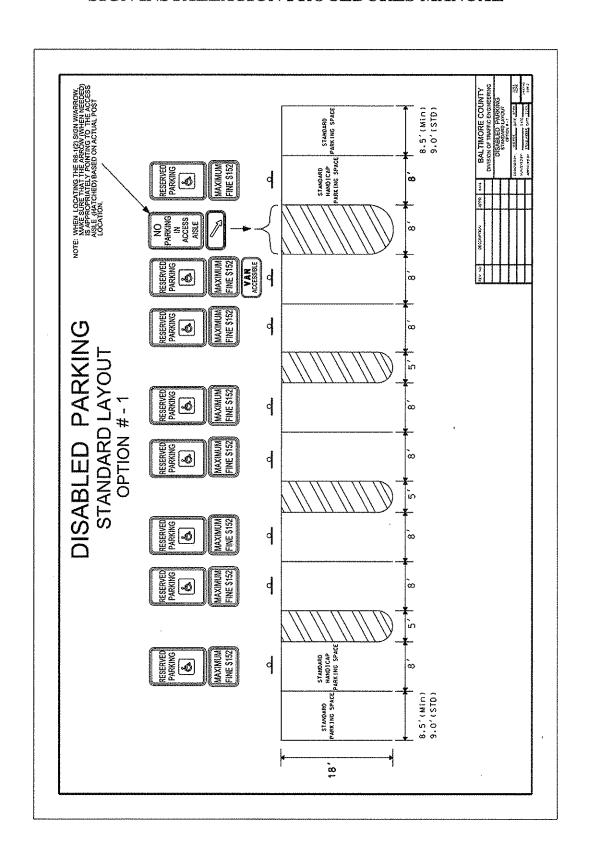
DEPARTMENT OF PUBLIC WORKS DIVISION OF TRAFFIC ENGINEERING ATTACHMENT PLATE (VAN ACCESSIBLE) FOR RESVERED PARKING (HANDICAP SYMBOL)

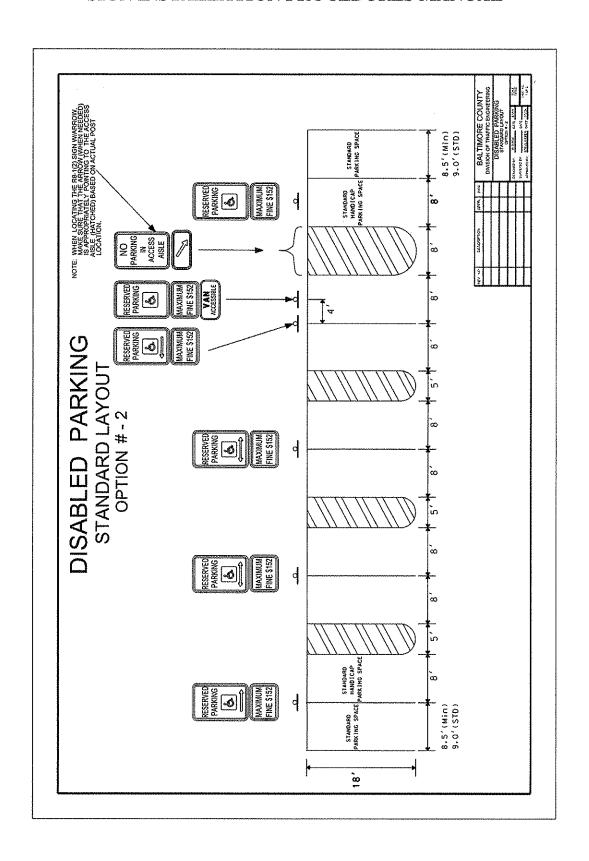
ISSUED: REVISED: REVISED: DRAWING #

R7-8 (b)









- 5.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 5.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

6. COOPERATIVE PURCHASE.

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

7. SAMPLES.

- 7.1 The successful bidder may be required to furnish samples for evaluation prior to award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.
- 7.2 The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.
- 7.3 Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pickup of released samples within thirty (30) calendar days will result in disposal of the samples.

8. "SAMPLE" FORM CONTRACT.

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