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## ADDENDUM

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**TO:** ALL PROSPECTIVE OFFERORS  
**FROM:** DIRECTOR JEFFREY T. FOLDEN, P.E., DBIA  
**SUBJECT:** CONTRACT NO. AZ3405186 ADDENDUM NO. 1  
CONTRACT DESCRIPTION: MARYLAND NATIONAL ELECTRIC VEHICLE  
INFRASTRUCTURE (NEVI) – ROUND 1  
**DATE:** FEBRUARY 21, 2024

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### **PURPOSE OF MEMORANDUM**

Please be advised that the State Highway Administration (SHA) has issued an addendum for Contract No. AZ3405186. The Proposal Due Date is still scheduled for **April 10, 2024**.

### **SUMMARY**

The attention of prospective Offerors is directed to the following revisions, additions and/or deletions to the Request for Proposals, responses to prospective Offeror questions, and additional information provided on eMMA.

### **Request for Proposals**

<u>Page No.</u>	<u>Description</u>
i	ADDED Addendum No. 1 Note and Date.
9	REVISED the third paragraph to update real property requirements.
17	DELETED Request for Proposals Section 3.1.8.
26	REVISED the link for COT/GAD X-10 form in Request for Proposals Section 4.24.
34	REVISED Request for Proposals Section 5.1.1.2.1 c. to clarify that the GIS shapefile shall include the linework for the worst-case LOD.
46	REVISED the Ineligible Costs example table to remove “Renewable energy infrastructure (solar, wind, geothermal, etc.)”
235	REVISED Attachment M Section 2.1 Exhibit B to reference “(date of Attachment N)”
245-247	REVISED Attachment M – Contract (For Reference Only) to add Section 35. Real Property Requirements and renumber subsequent sections.
252	REVISED I. A. to “Reserved”.



**The Offeror is free to provide additional information or details; however, all information provided must adhere to the limit of 5 pages.**

- Q4: Is this only open to contractors directly working with the state or can local governments apply to this as well?
- R4: **This is not a grant program, but any successful Offeror would enter into a Fixed Price Design-Build contract with the Maryland State Highway Administration to provide all work required as part of the Contract. The Offeror would need to provide all work and meet all requirements under this Contract whether directly or through a subcontract.**
- Q5: Montgomery County is considering whether it can make County-owned sites available for this NEVI RFP and have a few clarifying questions: The County can lease sites to private vendors; however, those sites must first go through a “land disposition” process and be approved by the County Council before we can sign any commitment or pre-commitment to a vendor to lease the site. This process could take over 60 days to complete, meaning that it may not be able to complete before the April 10 RFP response date. The RFP requires that respondents provide a site lease agreement or “contingent MOU.” Would it be acceptable to submit an MOU that was contingent on the completion of the County’s land disposition process?
- R5: **As part of the proposal, it is acceptable to have a MOU or other contingent agreement. However, it is the Offeror's responsibility and risk to meet all requirements of the Contract including the real property requirements. If an Offeror is selected and enters into a Contract with the Administration and is unable to provide the necessary property rights, the Contractor may be subject to Termination for Default as noted in Section 17 of the Contract in Attachment M of the Request for Proposals.**
- Q6: Could multiple vendors respond to this RFP with proposals for the same Montgomery County site? In such a case, the County would sign contingent MOUs with multiple vendors, the state would select the vendor to award the contract, and the County would enter a final site lease agreement with that vendor.
- R6: **There is no limitation on multiple Offerors submitting a proposal for the same Project Site. Ultimately, it is the Offeror's responsibility to meet all requirements of the Contract including the real property requirements. Note the Administration anticipates selecting no more than one Project Site per Target Area for this Request for Proposals.**
- Q7: In the identified sites along MD-200, certain sites are identified as “A” with red coloring and others identified as “B” with purple coloring on the map. What is the different between A and B sites?
- R7: **The colors represent the different Target Areas where the Administration is seeking to locate electric vehicle charging stations in each identified Alternative Fuel Corridor and to build out each Alternative Fuel Corridor in accordance with federal distance requirements. For example, the ICC/MD 200 requires two electric vehicle charging stations, noted as “A” and “B” on page 5 of the Request for Proposals and with different colors on the NEVI Target Areas GIS map, to be considered “built out”. Note the Administration anticipates selecting no more than one Project Site per Target Area for this Request for Proposals.**

Q8: Could Montgomery County respond directly to this RFP without a selected vendor? The County would competitively select a contractor in the event we were awarded funding, but we do not believe there is time to competitively select a contractor and develop an RFP response with that partner before the deadline.

**R8: Refer to R4.**

Q9: Is there a template for the three-part proposal submittal or any example of a sample proposal.

**R9: No. The Administration does not have a template or sample proposal. The Offeror must meet the requirements in Section of the Request for Proposals.**

Q10: RFP page 37, section 5.6.2 - please clarify how the bid security is to be submitted while uploading our proposal electronically in EMMA.

**R10: An electronic copy of the bid security shall be uploaded with the Financial Proposal. The original shall be delivered to:**

**State Highway Administration  
Attn: Jeffrey Folden  
707 N. Calvert St.  
Mail Stop M-LL1  
Baltimore MD 21202**

**The original does not need to be received prior to the Proposal submittal but should be provided to the Administration no later than five business days after Proposal submittal or the Proposer may not be deemed responsible.**

Q11: ATTACHMENT P – INFORMATION TECHNOLOGY (IT) REQUIREMENTS: “By responding to this RFP and accepting a Contract award, the Offeror specifically agrees that for any software, hardware or hosting service that it proposes, the State will have the right to purchase such item(s) from another source, instead of from the selected Offeror.” Could MDOT please explain the process, rationale, and which step in the contracting process the State of Maryland would inform the Offeror that it was necessary to switch the software, hardware, or hosting service that the Respondent/Offeror proposes within the solicitation? Will MDOT go out to public bid to select the new software, hardware, or hosting service? Prior to response to the MD NEVI Round 1 RFP, Offerors carefully selected a software and hardware company in order to ensure that their equipment and software meets state and federal requirements. Additionally, MDOT is scoring Respondent/Offerors on their proposals responses such as their response to mitigating project specific risks and how they inspire confidence meeting contractual requirements through their response to questions within the RFP. By switching hardware and software companies post award, MDOT is therefore materially changing the proposed project.

**R11: This requirement has been removed from the Request for Proposals.**



- Q12: Section 2: 2.1.5: Can EVSE manufacturing firm providing the EVSE hardware and software solution assist the Respondent/Offeror with drafting their proposal(s) or is this ground for proposal rejection? The EVSE manufacturer provides grant proposal services at no cost. Additionally, Respondent/Offeror(s) solicit cost proposals for equipment and software from independent distributors and channel partners and never directly from the EVSE manufacturer.
- R12: There is no preclusion for these firms to assist the Offerors in preparing their proposals as these firms have not assisted the Administration in drafting the Request for Proposals.**
- Q13: Section 2 Scope of Work, 2.3.2 Project Site Requirements: Can MDOT clarify that a fully executed Site Host Agreements providing documentation of site control can be provided, and that an updated property lease and/or property title does not have to accompany the Agreement?
- R13: Refer to the updated Section 35 Real Property Requirements in Attachment M – Contract (For Reference Only).**
- Q14: Section 2 Scope of Work, 2.3.2 Project Site Requirements: Can MDOT clarify what specific language will need to be included in a fully executed Site Host Agreement to grant the Administration the same property rights to the Site as the Contractor for the duration required to complete all work under this Contract? Can MDOT provide a sample Site Host Agreement for review?
- R14: Refer to R13. A sample Site Host Agreement will not be provided.**
- Q15: Section 2, 2.2.5 Eligible Costs and Ineligible Costs: Data sharing is considered an eligible cost. Does this include administrative costs related to reporting of data sharing to MDOT?
- R15: Yes, costs related to reporting of data sharing to MDOT are eligible costs.**
- Q16: Section 2, 4.24 Payments by Electronic Funds Transfer: Are applicants required to register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form after execution of contract or after award notification?
- R16: It is recommended that the Offeror register as soon as practicable after notification of Selection.**
- Q17: General: If an applicant has multiple sites across the state operating under multiple, separate LLCs all with common ownership, does the applicant submit per LLC or submit a single application under the parent organization? To clarify, the LLCs are not DBAs but are separate entities with unique tax IDs.
- R17: The Offeror for a Project Site should be the entity that will enter into the Contract with the Administration for that Project Site. Each entity that would enter into a Contract if a Project Site were selected for award would need to submit its own Volume I – Statement of Qualifications. Refer to Request for Proposals Section 4.17 for additional information.**

- Q18: General: For the provided forms, should applicants only utilize the space in the text box within the forms? If not, are there character limitations on the response?
- R18: The applicants may utilize additional space. There are no character limitations, but it must be legible.**
- Q19: RFP Attachments, ATTACHMENT R – PROGRESS REPORT & DATA CAPTURE REQUIREMENTS: What are MDOT's plans to incorporate or adopt the final EVChart Federal data reporting format for the federally required data once finalized? Attachment R outlines NEVI federal reporting and data capture requirements that align with federal requirements.
- R19: MDOT is currently participating in the EV-ChART Pilot Program. Attachment R has been developed for compatibility with EV-ChART data format and preparation guidance. Once final EV-ChART guidance is issued, MDOT will incorporate the format accordingly to ensure alignment. However, there may be additional reporting requirements or greater frequency.**
- Q20: Attachment S (NEPA) includes several sections that appear to be intended for completion only by a state official. Could Maryland clarify exactly which sections of Attachment S are intended to be completed by the Applicant?
- R20: The Offeror shall provide a draft Attachment S for the Administration's review and usage. The Administration will complete the final Programmatic Categorical Exclusion. The Offeror should provide as much information as possible on the Programmatic Categorical Exclusion form on pages 281 to 286 of the Request for Proposals. Offerors need not complete portions of the form such as FMIS No., MAPEL ID, Originating Office, Prepared By, TIP/STIP No., or agency response dates including attaching response letters.**
- Q21: The insurance requirements in the proposal state that proof of insurance coverage must be provided to the state within five days of "selection." Does this mean five business days or five calendar days, and does "selection" refer to the point at which an applicant receives a notice of proposed award? We appreciate any clarification of timing.
- R21: Certificates of insurance shall be provided within five business days of the Notification of Recommendation for Contract Award (Selection) which is the point when the Administration notifies the Offeror has a Project Site or Project Sites selected most advantageous to the State. Refer to Request for Proposals Section 6.6.**
- Q22: The insurance requirements state that any contractor providing "primary" (vs. "ancillary") services must attain equivalent insurance lines as the prime recipient. Could Maryland please clarify the definition of a primary vs. ancillary services?
- R22: Request for Proposals Section 3.1.8 has been deleted.**
- Q23: Is MDOT willing to waive the bid bond requirement in Section 5.6.2?
- R23: No. This is required per the Code of Maryland Regulations 21.06.07.09.**

- Q24: Can you elaborate on how the Financial Proposal will be scored per Section 6.4? Or will it only be scored either Acceptable or Unacceptable?
- R24: Financial Proposals will consider conformance with the submittal requirements in Request for Proposals Section 5.6. If the Financial Proposal is in conformance with the requirements, the Project Site may be considered for award.**
- Q25: The Contract (Attachment M) is noted as an item to include along with the Technical Proposal (Section 5.5.1, RFP p. 34). However, Attachment M is stated to be for informational purposes and not required to be submitted at Proposal submission time (RFP p. 42 - RFP Attachments). Could you please clarify whether we need to include the Contract along with the Technical Proposal, and if so, is there anything we need to fill out in the contract?
- R25: The Contract is not required to be submitted as part of the Technical Proposal. Reference to the Contract in the Request for Proposals Section 5.5.1 is related to any exceptions that the Offeror takes to the Request for Proposals which includes the Contract. Any exceptions the Offeror is taking with the Contract should be included in the Claim of Confidentiality & exceptions to the requirements of this RFP submitted as part of the response to Request for Proposals Section 5.5.1. Please also refer to Request for Proposals Section 4.18 related to a Proposals that takes exception to these terms may be rejected.**
- Q26: Will this PowerPoint be made available at some point after the presentation?
- R26: Yes. The Pre-Proposal Conference Presentation is included in Addendum No. 1.**
- Q27: In the eligible costs detailed in the RFP it is pointed out that "Costs for planning, permits, acquisition, and installation of on-site distributed energy resource equipment (e.g., solar arrays, stationary batteries)." are included. However further down in the RFP it is detailed page 46 that Renewable energy infrastructure is considered as an ineligible cost.
- R27: The Financial Proposal Instructions have been revised to remove "Renewable Energy Infrastructure (solar, wind, geothermal, etc.)" from the Ineligible Costs. These costs may be included in the Eligible Costs.**
- Q28: Could you please detail what exactly is included and what is not included in the installation of on-site distributed energy resources equipment?
- R28: Costs for planning and permitting of on-site distributed energy resource (DER) equipment (e.g., solar arrays, stationary batteries) that are directly related to the charging of a vehicle are eligible for reimbursement. These costs should only be considered if they will lead to lower costs to consumers, greater EV charging station reliability, and if they do not substantially increase the timeline for completing an EV charging station project.**
- Q29: How should applicants account for variable O&M costs, such as electricity costs, in the Financial Proposal?
- R29: The Offeror shall provide a Fixed Price for all work under the Contract. It is up to the Offeror how it will account for all O&M costs and any associated risks.**

- Q30: Will MDOT allow for design/construction timeline extensions if there are extended lead times beyond the developers control? e.g. Utility power.
- R30: Yes. The Administration will consider time extensions for the one (1) year design and construction and to the Contract to accommodate the five (5) year term for O&M for excusable delays. Extended lead times that are reasonably shown to be beyond the control and without fault or negligence of the Contractor or its subcontractors or suppliers will be considered excusable. Note that there will be no additional compensation considered for any time extension.**
- Q31: Do you have a teaming partners list so property owners in eligible areas can find contractors looking for sites?
- R31: A list of attendees that registered for the Pre-Proposal Conference has been provided as part of this addendum.**
- Q32: Will MDOT cover the full cost of NEPA?
- R32: The Administration will cover all costs for it to complete the NEPA approval. The Administration will use the information provided in the Offeror's Proposal to complete the NEPA analysis. However, if additional information is required from the Offeror after Selection, it will be the Offeror's responsibility at its cost to provide the additional information needed by the Administration to obtain NEPA approval.**
- Q33: If all site work takes place within private property, is there still an expectation that a Right-of-Certificate is still required?
- R33: The Administration is required to issue a Right of Way Certification after documentation has been provided by the Contractor showing the adequacy of the real property interest. Refer to the updated Section 35 Real Property Requirements in Attachment M – Contract (For Reference Only) for additional information.**
- Q34: Maryland states that stations must be commissioned within one year of NTP. Historical utility interconnection timelines average 17 weeks in Maryland. How is MDOT proposing to handle utility-caused delays in station energization and commissioning, if utility delays are outside the applicant's control?
- R34: Refer to R30.**
- Q35: Will MDOT consider revisions to their contract expiry terms? If developers are owning and operating the charging assets as well as owning the land that the station sits on, it should not be MDOT discretion to allow them to continue to operate the assets.
- R35: The Administration does not intend to change the Contract Expiry Obligations. The purpose of the Contract Expiry Obligations is only to ensure that the electric vehicle charging station continues operations or is decommissioned if it will not continue to operate. If the Contractor owns the electric vehicle charging station, owns the land that the station sits on, and provides its reasonable plan to continue operations of the Project Site following**

**Contract Expiry, then the Contract Expiry Obligations will be met. It is the Administration's preference that the electric vehicle charging stations continue operations after the expiry of the Contract.**

- Q36: Does Best Value equate to lowest cost bid or best qualified bid per corridor?
- R36: Best value will consider both the Technical Proposal rating and the Total Proposal Price, or overall amount requested from SHA, in determining the most advantageous for a Target Area and which Target Areas will be awarded.**
- Q37: Can the 10 prior EV installations be submitted for the installer and not necessarily the prime contractor?
- R37: The 10 prior EV installations may be completed by any member of the team.**
- Q38: Will the target sites in subsequent rounds be alternatives to round 1, i.e. Maryland route 210 is not a round 1 target site will it be in round 2.
- R38: The Administration must fully build out each Alternative Fuel Corridor before NEVI funds may be used on other corridors. Sites outside of the Alternative Fuel Corridors may be eligible for future NEVI procurements.**
- Q39: Can you elaborate on what the GIS file required in section 5.5.1.2.1 should include?
- R39: The GIS file needs to include the linework of the worst-case limits of disturbance (LOD) for the work at the Project Site.**
- Q40: Does the phrase "(including power and data service)" under eligible costs mean that the cost of electricity supplied for charging is part of the eligible O&M costs for the 5 years?
- R40: The statement "(including power and data service)" in the second bullet of page 7 is referring to the fact a fully operational EV charging station must have power and data service. Costs for electricity supplied for charging are not an O&M costs.**
- Q41: Can an EVSE manufacturer supply the 10 prior EV installations? Just to note, if an Offeror is a site host of EVSE infrastructure and not the owner they do not have access to uptime data. This is proprietary to the owner of the stations. This limitation also applies to the installer.
- R41: Refer to R37 for the response on the 10 prior EV installations. Understood – if the Offeror is unable to provide the Charger Uptime in its Statement of Qualifications, it will not be considered a weakness or deficiency or result in an UNACCEPTABLE rating of the Statement of Qualifications.**
- Q42: What documentation is required for the application to show utility coordination?
- R42: No documentation is required at the Proposal stage showing how the Offeror has coordinated with the utility provider. The Administration is looking for the Offeror to communicate what, if anything, it has done to coordinate with the utility provider so the**

**Administration can assess the Site Readiness, risks to the Project Site being successful, and the probability that Offeror will be able to meet or exceed the Contract requirements.**

- Q43: What "administrative costs" do you want to see for the ineligible costs? We do not generally estimate this for proposals.
- R43: Administrative costs are not required to be provided in the Ineligible Costs. This Ineligible Costs in the Financial Proposal Instructions are examples and are not necessarily applicable to all Offerors and/or Project Sites.**
- Q44: When is prevailing wage information (Attachment F) due? As part of application or is this to be filled out throughout the milestone process?
- R44: Refer to the first paragraph on page 63 of the Request for Proposals and Code of Maryland Regulations 21.11.11.02. This is to be completed throughout the duration of the Contract.**
- Q45: If a site falls out during the contracting process, will MDOT award the next "best value" respondent?
- R45: If a Project Site were to fall out prior to execution of the Contract, the Administration may determine that it is most advantageous to the State to award a replacement site for the Target Area. However, once the Contract has been executed and if the Contractor is unable to deliver the work under the Contract, the Contractor may be subject to Termination for Default as noted in Section 17 of the Contract in Attachment M of the Request for Proposals. In this event, the Administration would not consider award to another Offeror from this Request for Proposals procurement for that Target Area.**
- Q46: When the instructions say "if you answered yes to xxx," i.e. including renewable energy, are those Yes/No questions within the portal?
- R46: Instructions in the Request for Proposals that say "if you answered yes to xxx" is referring to Yes/No questions in the Site Information Spreadsheet.**
- Q47: Is MD using a scoring rubric to rank proposals? How is it choosing amongst multiple proposals for the same target area?
- R47: Technical Proposals will be rated on the factors in the Request for Proposals using the Technical Proposal Evaluation Criteria in Request for Proposals Section 6.3. Financial Proposals will consider conformance with the submittal requirements in Request for Proposals Section 5.6. Both the Technical Proposal rating and the Total Proposal Price, or overall amount requested from SHA, will be considered in determining the best value or most advantageous for a Target Area and which Target Areas will be awarded. The tradeoff analysis will consider the technical strengths, weaknesses, and deficiencies, and the Total Proposal Price, of a Project Site along with meeting NEVI federal build out requirements.**
- Q48: Will you provide specific list of identified sites?

- R48: Target Areas have been provided. It is the Offerors responsibility to identify the Project Site location within a Target Area that it will include in its Proposal.**
- Q49: Will you be sharing the list of attendee's to today's meeting?
- R49: Yes. The list of Registered Attendees for the Pre-Proposal Conference is included with Addendum No. 1.**
- Q50: Any specific EV charger brand recommendation?
- R50: No. There are no specific EV charger brand recommendations. The proposer must meet the requirements of the Request for Proposals.**
- Q51: Can you please detail in the addendum the ROW certificate requirements? What will be required in terms of site ownership? Will deeds or leases have to be modified to include MDOT for the 5-year term?
- R51: Refer to R13.**
- Q52: What type of documents do we need to submit to show the Financial capabilities?
- R52: The Offeror shall provide a narrative addressing Request for Proposals Section 5.4.2.4.3. It is acceptable to include additional information about financial capability at the end of TAB I.d. that supplements the information in the narrative response. This additional information may include documentation of a commonly-accepted method to prove the Offeror's financial integrity, financial statements, Profit & Loss statement and a balance sheet, Dun & Bradstreet Rating, Standard and Poor's Rating, Lines of Credit, evidence of a successful financial track record, or evidence of adequate working capital.**
- Q53: Can planned site infrastructure be included in the proposal (site restrooms, building) and used in the proposal ranking or will the ranking consider infrastructure as is when proposal submitted?
- R53: Yes, it may be included and will be considered by the Administration. The Offeror should provide information on schedule and conditions to provide the infrastructure so that the Administration understands how it will relate the EV charging station construction and O&M term and risks of the infrastructure not being provided.**
- Q54: Are offerors permitted to submit sites owned by a third party provided a site host agreement/contract is in place to demonstrate site access? Are there requirements on whether the offeror or another party owns the physical infrastructure during the performance period, provided a contract is in place to ensure O&M during the contract period?
- R54: Yes, site may be owned by a third party; however, Section 35 Real Property Requirements in Attachment M – Contract (For Reference Only) must be met. There are no requirements on ownership of the physical infrastructure; however, the Contractor must be able to fulfill all obligations under this Contract whether directly or through a subcontract.**

- Q55: Regarding "best value" - is MD going to determine best value to deploy the minimum 4 ports required per NEVI? Or if the offeror asks for more funding to deploy more than the four ports, is that taken into consideration? Or would that application be held apples-to-apples against another offeror looking to deploy just the 4.
- R55: Best value determination will consider both the Technical Rating, including the strengths, weaknesses, and deficiencies of the technical factors, and the Total Proposal Price. Additional ports will be provided positive consideration in the Technical Rating in the appropriate evaluation factors.**
- Q56: Regarding Volume I, if the entire team remains the same, aside from the site host and utility, do multiple Volume I applications need to be submitted? For example, if a company were to submit with 5 different site hosts, who are served by different utilities, would 5 Volume I applications be needed?
- R56: The site host and utility do not need to be included in Volume I – Statement of Qualifications. It would be acceptable to have a single Statement of Qualifications if the entire team remains the same, aside for the site host and utility.**
- Q57: Will MDOT keep the bid bond if the awarded Offeror proposal does not move forward to contract?
- R57: If the Offeror fails to execute the Contract and provide the necessary Performance Bond and Payment Bond, the proposal guaranty (bid bond) will become property of the Administration, not as a penalty but in liquidation of damages sustained.**
- Q58: Is a site host considered a "contractor" from the perspective of insurance requirements, or only contractors who provide services (design, construction, electrical, etc.)?
- R58: Assuming the Site Host is not the Contractor that enters into the Contract with the Administration, the Site Host is not considered a contractor for insurance requirements.**
- Q59: Can Contractor or subcontractor take a site on rent?
- R59: Yes, as long as the Contractor meets Section 35 Real Property Requirements in Attachment M – Contract (For Reference Only).**
- Q60: What's the date for Round 2 project rollout?
- R60: No schedule has been determined for future NEVI procurements.**
- Q61: In RFP Section 3.2, the instructions say that "A performance bond and a payment bond are required for this Contract in the amount equal to at least 100 percent of the Contract price. The bonds shall be delivered by the Offeror to the Administration no later than the time the Contract is to be executed." However, it is included in the Financial Proposal requirements section as item 5.6.2. What is specifically required at the time of application submission vs. at the time of contract execution?



**R61: For the Proposal Guaranty, bid security totaling at least five (5%) of the bid, or Total Proposal Price in the Financial Proposal for a Project Site, shall be submitted with each Financial Proposal for a Project Site. The bid security is due at the time of the submission of the Financial Proposal. For more information on submission of the bid security, refer to R10.**

**A Performance Bond and a Payment Bond are separate from bid security. A Performance Bond and a Payment Bond, equal to at least 100% of the Contract price, will only be required from the Selected Offerors and must be delivered to the Administration no later than the time the Contract is to be executed.**

Q62: Can you provide additional clarification around what degree of completion is required (as part of the application) for the "draft PCE form"?

**R62: Refer to R20.**

Q63: Can you provide any additional specifications and instructions around satisfying the TAB format required within the Adobe PDF formatted documents?

**R63: A TAB need only be a sheet that separates and labels each section of the volume of the Proposal.**

Q64: The Maryland NEVI RFP lists "Costs of grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines)" as an eligible cost. Attachment B does not clearly indicate where utility interconnection costs should be categorized within the eligible costs table. Does Maryland intend that utility interconnection costs be included in the "Other" category?

**R64: A line may be added for the cost of grid updates. The Eligible Costs in the Financial Proposal Instructions are examples and may be updated to reflect the Offeror and/or Project Site.**

Q65: In reference to the question in the Site Information Spreadsheet: Will you be installing charging ports for medium- and heavy-duty vehicles as part of this proposal? Given the diverse sizes and types of medium- and heavy-duty vehicles, how does MD wish us to respond to this question for sites that can accommodate some medium-duty vehicles but may not be suitable for the largest-duty vehicles?

**R65: If any/some of the charging infrastructure can be used to charge any/some medium- or heavy-duty vehicles, then the Offeror should respond "yes" to the question in the Site Information Spreadsheet. The applicant should provide additional information about charging specifics (e.g., power level of ports, vehicle types other than light-duty that can charge at each port, etc.) under bullet c. in the Project Site Location, Details, and Layout Section of the Narrative.**

Q66: Could you clarify whether the Administration intends to retain performance and payment bonds for contracts not awarded, or if bonds will only be retained for awarded contracts regardless of whether they proceed through contracting?

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**R66: Performance bonds and payment bonds for contracts not awarded would not be retained by the Administration; however, the proposal guaranty (bid bond) would be retained by the Administration. Refer to R57 and R61 for additional information.**

**Additional Information**

The attention of prospective Offerors is directed to the following additional information on eMMA:

ADDED the Pre-Proposal Conference Attendee List


ADDED the .pdf of the presentation from the Pre-Proposal Conference.

ADDED the .zip file with the recording of the Pre-Proposal Conference

Questions relating to this Addendum No. 1 may be directed in writing to email address:

NEVProcurement@mdot.maryland.gov

Only emailed inquiries will be accepted. No requests for additional information or clarification to any other Administration office, consultant, or employee will be considered.

  
\_\_\_\_\_  
Jeffrey T. Folden, P.E., DBIA  
Director

**This Addendum is issued to clarify, add to, delete from, correct and/or change the contract documents to the extent indicated and is hereby made part of the said documents on which the contract will be based. COMAR 21.05.02.08 requires that all addenda issued be acknowledged prior to submitting your proposal. Failure to submit a completed addenda acknowledgement/verification may result in the proposal being declared non-responsive.**

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## ADDENDUM

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**TO:** ALL PROSPECTIVE OFFERORS  
**FROM:** DIRECTOR JEFFREY T. FOLDEN, P.E., DBIA  
**SUBJECT:** CONTRACT NO. AZ3405186 ADDENDUM NO. 2  
CONTRACT DESCRIPTION: MARYLAND NATIONAL ELECTRIC VEHICLE  
INFRASTRUCTURE (NEVI) – ROUND 1  
**DATE:** MARCH 1, 2024

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### PURPOSE OF MEMORANDUM

Please be advised that the State Highway Administration (SHA) has issued an addendum for Contract No. AZ3405186. The Proposal Due Date is still scheduled for **April 10, 2024**.

### SUMMARY

The attention of prospective Offerors is directed to the following responses to prospective Offeror questions and additional information provided on eMMA.

### Prospective Offeror Questions

Included in this response are prospective Offeror questions received as of February 29, 2024.

**Q67:** Attachment L asks for a solicitation number. Is this the same number as the contract number, AZ3405186?

**R67: Yes. Solicitation number has the same meaning as Contract number.**

**Q68:** On the Project Approach-Site Readiness tab of the Site Information Spreadsheet. Under Utility Information (Line 11) The Required power level at site (in kW) does not allow the input of kW, it has a yes or no dropdown.

**R68: It should not have a drop-down response option. An updated spreadsheet has been provided.**

**Q69:** On the Minimum Standards tab of the Site Information Spreadsheet. Under Payment Method (Line 11) A 'yes' answer for providing access for users who are limited English proficient and those with disabilities requires a narrative response (see Narrative Question 5.5.1.2.3f). Please identify the page(s) in the narrative document this response to Narrative Question 5.5.1.2.3f is on does not allow the input of the page number, it has a yes or no dropdown.

**R69: It should not have a drop-down response option. An updated spreadsheet has been provided.**

Q70: We would like to bring to your notice that the given link:  
<https://2019-dsd.maryland.gov/regulations/Pages/21.06.07.01.aspx> to check on the Payment & performance bonds required during contract execution doesn't work. Request you to kindly check on this and assist us further with the correct or an alternate link.

R70: **The link is as follows:**

<https://dsd.maryland.gov/regulations/Pages/21.06.07.01.aspx>

Q71: Can we combine hydrogen refueling and EV charging at the same location?

R71: **Hydrogen fuel cell vehicle supply infrastructure and equipment are ineligible costs under this Request for Proposals. We are seeking proposals to design, construct, operate, and maintain electric vehicle charging stations in the Target Areas along the Alternative Fuel Corridors identified in the Request for Proposals.**

Q72: Can hydrogen fuel stations be located on airport property if we have a contract to locate them there as long as they are a part of an alternative fuel corridor?

R72: **Refer to R71. Also, any electric vehicle charging stations cannot be located in state owned right-of-way.**

Q73: Are hydrogen generation sites eligible for NEVI funding?

R73: **No. Refer to R71.**

Q74: Must EV Charging Systems be tied to the grid/electric utility provider?

R74: **Electric vehicle charging stations under this Request for Proposals must be connected to the electric grid distribution network. Per Title 23 Code of Federal Regulations 680.114, charging networks must be capable of secure communication with electric utilities, other energy providers, or local energy management systems.**

Q75: Regarding Attachment Q in the Maryland NEVI RFP, the 'SITE ACCESS LANDOWNER AUTHORIZATION FORM', we intend to apply for funding for many geographically eligible sites in Maryland. In most cases these partners lease the ground, constructing and owning all the improvements, for a standard 20-year minimum initial term. The actual landowners are real estate developers and investors, who we never interact with. Our site host agreements are made with the lessee.

Our Maryland field team has let us know it will be extremely difficult to have the landowner fill out Attachment Q, since our lease agreements are made with the businesses operating on the land, and not the landowner. This is the first time I've seen that the landowner must provide authorization rather than the onsite amenity of whom we are the lessee. Our partners generally would prefer to not involve the landowner in their negotiations with us.

Is it possible to provide an MOU or a different site host authorization form to meet this requirement? Also, for sites where we have signed the lease, is this form required?

**R75: The Site Access Landowner Authorization Form may be modified for a lessee of the property to sign. As part of the Site Landowner Authorization Form submittal, documentation needs to be provided that shows the lessee has the legal authority to grant access to the property. Yes, the form is required to provide the Administration access to the site during the proposal review and completion of the National Environmental Policy Act review.**

**Additional Information**

The attention of prospective Offerors is directed to the following additional information on eMMA:

ADDED updated Site\_Information\_Spreadsheet\_AddendumNo.2.

Questions relating to this Addendum No. 2 may be directed in writing to email address:

NEVProcurement@mdot.maryland.gov

Only emailed inquiries will be accepted. No requests for additional information or clarification to any other Administration office, consultant, or employee will be considered.

  
\_\_\_\_\_  
Jeffrey T. Folden, P.E., DBIA  
Director

**This Addendum is issued to clarify, add to, delete from, correct and/or change the contract documents to the extent indicated and is hereby made part of the said documents on which the contract will be based. COMAR 21.05.02.08 requires that all addenda issued be acknowledged prior to submitting your proposal. Failure to submit a completed addenda acknowledgement/verification may result in the proposal being declared non-responsive.**

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## ADDENDUM

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**TO:** ALL PROSPECTIVE OFFERORS  
**FROM:** DIRECTOR JEFFREY T. FOLDEN, P.E., DBIA  
**SUBJECT:** CONTRACT NO. AZ3405186 ADDENDUM NO. 3  
CONTRACT DESCRIPTION: MARYLAND NATIONAL ELECTRIC VEHICLE  
INFRASTRUCTURE (NEVI) – ROUND 1  
**DATE:** MARCH 8, 2024

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### PURPOSE OF MEMORANDUM

Please be advised that the State Highway Administration (SHA) has issued an addendum for Contract No. AZ3405186. The Proposal Due Date is still scheduled for **April 10, 2024**.

### SUMMARY

The attention of prospective Offerors is directed to the following revisions, additions and/or deletions to the Request for Proposals and responses to prospective Offeror questions.

### Request for Proposals

<u>Page No.</u>	<u>Description</u>
i	ADDED Addendum No. 3 Note and Date.
35	REVISED the second paragraph of Request for Proposals Section 5.5.1.

### Prospective Offeror Questions

Included in this response are prospective Offeror questions received as of March 7, 2024.

**Q76:** On page 7, Section 2.2.5, the RFP states, “Examples of ineligible costs include: ...Additional connector types and/or adapters on charging units beyond the four required units are not eligible costs.” If a charging dispenser is proposed that has one CCS and one NACS connector permanently attached during the manufacturing process, would the cost of including the NACS connector during the manufacturing process have to be isolated and reported as an ineligible expense? The question assumes that 4 dispensers would be used to meet all requirements.

**R76:** **No, the cost of the NACS connector would be an eligible expense as in the situation described the NACS connector would be permanently attached to one of four required ports and each port at minimum has one permanently attached CCS connector. See station requirements on page 6, Section 2.2.4. A permanently attached NACS connector on a fifth port would be an ineligible cost.**

- Q77: On page 34, Section 5.5.1.1, the RFP states, "Provide a completed Site Information Spreadsheet. The .xlsx file shall also be provided with the Technical Proposal submission." Does this mean MDOT wants a searchable .pdf of each tab of the Site Information Spreadsheet included under Tab II.b of the Technical Proposal, in addition to submitting the .xlsx file of the Project Site Information with the Technical Proposal?
- R77: Yes, a searchable pdf of each tab of the Site Information Spreadsheet shall be included under Tab II.b of the Technical Proposal. This is in addition to providing the file in .xlsx format with the Technical Proposal.**
- Q78: Attachment M: The first Q and A (Question 25) stated that we wouldn't need to include Attachment M (contract) in the Technical Proposal, as its for information only. However, the latest addendum RFP (section 5.5.1) still includes this as a requirement. Please clarify.
- R78: As noted is R25, reference to the Contract in the Request for Proposals Section 5.5.1 is related to any exceptions that the Offeror takes to the Request for Proposals which includes exceptions to the Contract. The Contract does not need to be submitted as part of TAB II.a. The language in Section 5.5.1 of the Request for Proposals has been updated as part of this addendum.**
- Q79: Tabs: To clarify, a "tab" is a sheet of paper that simply states the tab number (e.g. "tab 1d") and is placed between sections, as indicated in the RFP? And when we are instructed (section 5.2.7) to start page numbering with tab 1c, should we include a number on the tab page?
- R79: Yes, a "tab" need only be a sheet that separates and labels each section of the volume of the Proposal. The "tab" page does not need to include a number.**
- Q80: Section 5.5.1.2.4 asks a few questions that start "If you answered yes to..." Can you explain what these questions are referring to? Is there a place in the application where we should answer yes/no to battery storage, make-ready costs, etc?
- R80: "If you answered yes to..." is referring to questions in the Site Information Spreadsheet that is submitted in response to Request for Proposals Section 5.5.1.1.**
- Q81: Regarding Section 5.5.1.2.1 and the GIS file required that needs to include the linework of the worst-case limits of disturbance (LOD) for the work at the Project Site, can we submit this as a CAD file rather than a SHP file?
- R81: A SHP file is required.**
- Q82: Are appendices/attachments allowed to provide further information to certain sections?
- R82: Appendices/attachments will only be considered in the review of the proposals if explicitly allowed in the Request for Proposals or addenda.**
- Q83: Are there required file naming conventions?

**R83: No, there are no required file naming conventions.**

Q84: If an applicant would like to comment on contractual language, should we provide our comments with our proposal or wait until awardees are determined?

**R84: Comments or questions on the Contract may be provided as part of written questions submitted. Exceptions to the Request for Proposals including the Contract may be provided as noted in Request for Proposals Section 4.18 and in response to Request for Proposals Section 5.5.1. After selection, changes to the Contract terms will not be considered.**

Q85: May we submit exceptions with our proposal?

**R85: Refer to R84.**

Q86: Is sales tax an eligible cost?

**R86: Yes, if it is directly attributable to an eligible cost.**

Q87: Can MDOT confirm that the bid bond must be submitted with our proposal electronically and not physically mailed into a specific address?

**R87: The bid bond must be submitted electronically with the Proposal and physically mailed. Refer to R10 from Addendum No. 1.**

Q88: Will this project be subject to the State of Maryland prevailing wage determinations in addition to Davis Bacon wage determinations?

**R88: It is subject to David Bacon wage rate determinations and requirements in Attachment F of the Request for Proposals.**

Q89: Can the DOT please add clarification on the Bid Bond amount? Does the DOT want a bid bond in the amount of 5% of the total project amount or 5% of the match contribution amount?

**R89: The Bid Bond amount shall be at least 5% of the Total Proposal Price in Financial Proposal, which is the amount being requested from SHA.**

Q90: With regards to the required Crime policy - If company's policy exceeds the 10k maximum, will the DOT accept an assurity bond in place of the 10k max crime policy?

**R90: A fidelity bond in the same limits as the Crime Insurance may be provided.**

Q91: What information is the DOT looking for in regard to the beneficial ownership information? Can the DOT provide an example of what information/documents would comply with this requirement?



**R91: The Administration is not looking for information from the Offeror on beneficial ownership. The Offeror must affirm in the Contract Affidavit that it is aware and will comply with the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which includes filing disclosure of beneficial ownership of the business with the Maryland Secretary of State. For additional information, please refer to the Maryland Secretary of State website:**

<https://sos.maryland.gov/Pages/Public-Disclosure.aspx>

Q92: Are applicants required to have a utility form filled out by the utility?

**R92: There is no form required to be filled out by a utility. Refer to R42 in Addendum No. 1 for additional information.**

Q93: Our performance bond surety provider requested clarification on Section 3.2 Performance and Payment Bond Requirements. The form referenced is COMAR 21.06.07.01 but this form does not indicate the bond can be annually renewable, as stated in Section 3.2.3. Can MDOT clarify if annually renewable bonds are allowable and how they should be written using COMAR 21.06.07.01?

**R93: COMAR 21.06.07.01 describes the types of security acceptable to the State. The performance and payment bonds that are required prior to Contract execution for the construction work must comply with the forms found at COMAR 21.07.02.10A and 21.07.02.10B, respectively. Refer to Request for Proposals Section 3.2.2.**

**Annually renewable bonds may only be used after the issuance of a Notice of Acceptance for all Project Sites. As per Request for Proposals Section 3.2.3, after construction is completed and a Notice of Acceptance is issued, the performance and payment bonds for the construction work may be replaced with performance and payment bonds for the O&M term. The O&M term payment and performance bonds may be annually renewable. Any annually renewable O&M term bond must comply with the forms found at COMAR 21.07.01.28.**

Q94: In Section 5.4 Volume 1- Statement of Qualifications it is said that “Each Statement of Qualifications shall be separated by a TAB as detailed below” and then for items listed it states, “Submit under TAB I.a, etc.”. Can you offer clarification on what it means to submit under a TAB?

**R94: Refer to R79.**

Q95: Is there a desired naming convention for each of the required volumes/submittals?

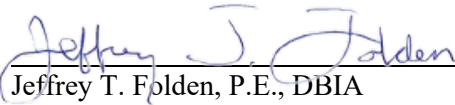
**R95: Refer to R83.**

All Prospective Offerors  
Contract No. AZ3405186  
Page Five

Questions relating to this Addendum No. 3 may be directed in writing to email address:

NEVProcurement@mdot.maryland.gov

Only emailed inquiries will be accepted. No requests for additional information or clarification to any other Administration office, consultant, or employee will be considered.

  
\_\_\_\_\_  
Jeffrey T. Folden, P.E., DBIA  
Director

**This Addendum is issued to clarify, add to, delete from, correct and/or change the contract documents to the extent indicated and is hereby made part of the said documents on which the contract will be based. COMAR 21.05.02.08 requires that all addenda issued be acknowledged prior to submitting your proposal. Failure to submit a completed addenda acknowledgement/verification may result in the proposal being declared non-responsive.**

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## ADDENDUM

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**TO:** ALL PROSPECTIVE OFFERORS  
**FROM:** DIRECTOR JEFFREY T. FOLDEN, P.E., DBIA  
**SUBJECT:** CONTRACT NO. AZ3405186 ADDENDUM NO. 4  
CONTRACT DESCRIPTION: MARYLAND NATIONAL ELECTRIC VEHICLE  
INFRASTRUCTURE (NEVI) – ROUND 1  
**DATE:** MARCH 20, 2024

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### PURPOSE OF MEMORANDUM

Please be advised that the State Highway Administration (SHA) has issued an addendum for Contract No. AZ3405186. The Proposal Due Date is still scheduled for **April 10, 2024**.

### SUMMARY

The attention of prospective Offerors is directed to the following responses to prospective Offeror questions.

### Prospective Offeror Questions

Included in this response are prospective Offeror questions received as of March 18, 2024.

- Q96: The technical proposal requires a “Site Host Agreement” separate from the “Site Access Landowner Authorization Form.” If the lead applicant is also the owner of the land and site, is there still documentation required to submit? If so, what type of documentation would work?
- R96: Yes. As part of the Site Host Agreement, the Contractor must provide documentation that shows it has the legal authority to grant the real property rights required under this Contract. This may be achieved through a legal instrument such as a deed. Please refer to Section 35 Real Property Requirements in Attachment M for additional information.**
- Q97: Also with regard to the “Site Host Agreement,” if the lead applicant leases the land, can we provide the same documentation for the Site Host Agreement and the Site Access Landowner Authorization Form? (I refer to the addendum which states that the lessee’s signature can be provided on the Landowner form provided there is also documentation showing right of entry.)
- R97: Yes. As part of the Site Host Agreement, of the Contractor leases the land, it must provide documentation that shows it has the legal authority to grant the real property rights required under this Contract. This may be achieved through a legal instrument such as a lease or other form of agreement. Please refer to Section 35 Real Property Requirements in Attachment M for additional information.**

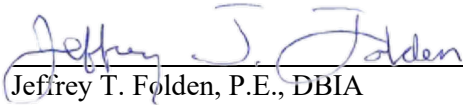
- Q98: It appears that Attachment H – Conflict of Interest form is required as part of the Technical Proposal, per instructions on page 42 of the latest RFP. But it is not mentioned in the Technical Proposal instructions. If we are submitting for multiple sites, so multiple Technical Proposals, do we need to submit this form for each site?
- R98: Yes, Attachment H should be submitted with each Technical Proposal. It shall be included in response to RFP Section 5.5.1 under Tab II.a.**
- Q99: I wish to confirm the same for Attachment C, that we need to include it with each of the Technical Proposals.
- R99: Yes, Attachment C should be submitted with each Technical Proposal. It shall be included in response to RFP Section 5.5.1 under Tab II.a.**
- Q100: Regarding NEVI application required form, Attachment S - NEPA Programmatic Categorical Exclusion, could your agency please share more instructions and details on the extent to which an applicant should fill out the form? As it reads, it is unclear as to what information is exclusively for the applicant to complete and what is reserved for the agency to complete as part of the final review process.
- R100: Refer to R20 from Addendum No. 1.**
- Q101: Please confirm/verify that RFP AZ3405186 shall include a DBE Goal of 26.04% participation.
- R101: As these Contracts are using only NEVI Formula Funds, the DBE program does not apply and, therefore, SHA cannot set a DBE goal for the Contracts procured under this Request for Proposals. Please refer to 23 CFR 680.118(f): [https://www.ecfr.gov/current/title-23/part-680#p-680.118\(f\)](https://www.ecfr.gov/current/title-23/part-680#p-680.118(f)).**
- Q102: The RFP states, “Proposed sites must be located within one of the designated Target Areas to be eligible for funding under NEVI Round 1 AND must meet the 1-mile driving distance requirement. Target Areas consist of exits/Interchanges and/or roadway segments and are identified in the map and table below.” To verify a site along a designated exit meets the 1-mile driving distance requirement, what should be the starting point of our measurement? The top of the exit ramp or the bottom of the exit ramp?
- R102: The starting point of measurement is from where the exit ramp meets the Alternative Fuel Corridor.**
- Q103: Could you clarify what happens to the Offeror’s bid bond if the Administration does not award a contract to the Offeror?
- R103: Bid bonds for Project Sites that are not selected for award will be returned to the Offeror following the execution of the Contracts awarded from this Request for Proposals.**
- Q104: Can the performance bond and payment bond due at contract execution for awarded contracts be provided by subcontractors, or must they be provided directly by the Offeror?
- R104: The performance bond and the payment bond must be provided in the name of the Offeror that was awarded the contract.**

All Prospective Offerors  
Contract No. AZ3405186  
Page Three

Questions relating to this Addendum No. 4 may be directed in writing to email address:

NEVProcurement@mdot.maryland.gov

Only emailed inquiries will be accepted. No requests for additional information or clarification to any other Administration office, consultant, or employee will be considered.

  
\_\_\_\_\_  
Jeffrey T. Folden, P.E., DBIA  
Director

**This Addendum is issued to clarify, add to, delete from, correct and/or change the contract documents to the extent indicated and is hereby made part of the said documents on which the contract will be based. COMAR 21.05.02.08 requires that all addenda issued be acknowledged prior to submitting your proposal. Failure to submit a completed addenda acknowledgement/verification may result in the proposal being declared non-responsive.**

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## ADDENDUM

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**TO:** ALL PROSPECTIVE OFFERORS  
**FROM:** DIRECTOR JEFFREY T. FOLDEN, P.E., DBIA  
**SUBJECT:** CONTRACT NO. AZ3405186 ADDENDUM NO. 5  
CONTRACT DESCRIPTION: MARYLAND NATIONAL ELECTRIC VEHICLE  
INFRASTRUCTURE (NEVI) – ROUND 1  
**DATE:** MARCH 26, 2024

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### **PURPOSE OF MEMORANDUM**

Please be advised that the State Highway Administration (SHA) has issued an addendum for Contract No. AZ3405186. The Proposal Due Date is still scheduled for **April 10, 2024**.

### **SUMMARY**

The attention of prospective Offerors is directed to the following responses to prospective Offeror questions.

#### **Prospective Offeror Questions**

Included in this response are prospective Offeror questions received as of March 25, 2024.

**Q105:** For the Site Access Landowner Authorization Form, do we need to fill in all of the information at the top, including Deed Book, Liber, Folio, Parcel ID, Tax Account, Tax Map, and Parcel? Some of the information is more easily obtained than other. For instance, Tax Account and Deed Book seem to require manually looking into each county assessor.

**R105:** **Yes, all information need to be provided. All required information is accessible from public records including, but not limited to the Real Property Search at the Maryland Department of Assessments and Taxation at:**

**<https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>**

All Prospective Offerors  
Contract No. AZ3405186  
Page Two

Questions relating to this Addendum No. 5 may be directed in writing to email address:

NEVProcurement@mdot.maryland.gov

Only emailed inquiries will be accepted. No requests for additional information or clarification to any other Administration office, consultant, or employee will be considered.

A handwritten signature in blue ink, reading "Jeffrey T. Folden", is written over a horizontal line.

Jeffrey T. Folden, P.E., DBIA  
Director

**This Addendum is issued to clarify, add to, delete from, correct and/or change the contract documents to the extent indicated and is hereby made part of the said documents on which the contract will be based. COMAR 21.05.02.08 requires that all addenda issued be acknowledged prior to submitting your proposal. Failure to submit a completed addenda acknowledgement/ verification may result in the proposal being declared non-responsive.**



# REQUEST FOR PROPOSALS (RFP)

CONTRACT NO. AZ3405186

**Issue Date: January 16, 2024**  
**Addendum No. 1: February 21, 2024**  
**Addendum No. 3: March 8, 2024**

## MARYLAND NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE (NEVI) - ROUND 1

**Statewide**

**Disadvantaged Business Enterprises Are Encouraged to Respond to this Solicitation**



**STATE OF MARYLAND  
NOTICE TO VENDORS**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

**Title:** Maryland National Electric Vehicle Infrastructure (NEVI) – Round 1  
**Contract No:** AZ3405186

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
- Other commitments preclude our participation at this time.
  - The subject of the solicitation is not something we ordinarily provide.
  - We are inexperienced in the work/commodities required.
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS)
  - The scope of work is beyond our present capacity.
  - Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS)
  - We cannot be competitive. (Explain in REMARKS)
  - Time allotted for completion of the Proposal is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are restrictive. (Explain in REMARKS)
  - Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS)
  - DBE or VSBE requirements. (Explain in REMARKS)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS)
  - Payment schedule too slow.
  - Other: \_\_\_\_\_  
\_\_\_\_\_
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

**REMARKS:**

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Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

# STATE OF MARYLAND



## RFP KEY INFORMATION SUMMARY SHEET

**Request for Proposals: MARYLAND NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE (NEVI) – ROUND 1**

**Contract Number:** AZ3405186

**RFP Issue Date:** January 16, 2024

**RFP Issuing Office:** MDOT SHA

**Procurement Officer:** Eric Marabello  
**E-mail:** NEVIprocurement@mdot.maryland.gov

**Contract Monitor:** Jeffrey Folden  
**E-mail:** NEVIprocurement@mdot.maryland.gov

**Proposals are to be sent to:** Refer to Section 5.3.

**Pre-Proposal Conference:** February 13, 2024 at 10 a.m.  
Refer to 4.2.

**Proposal Due (Closing) Date/Time:** April 10, 2024 at 5 p.m.

**DBE Subcontracting Goal:** N/A

**VSBE Subcontracting Goal:** N/A

**Contract Type:** Fixed Price

**Contract Duration:** Six (6) years from the first Notice to Proceed-1.

**SBR Designation:** No

**Federal Highway Administration Funding:** Yes

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## **SECTION 1 – MINIMUM QUALIFICATIONS**

### **1.0 Offeror Minimum Qualifications**

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 1.1.1 The Offeror shall demonstrate that they possess the financial, technical, and administrative qualifications necessary to complete any projects offered to the Administration as part of this RFP. Refer to RFP Section 5.4.

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## **SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK**

### **2.1 Summary Statement**

- 2.1.1 The Maryland Department of Transportation (MDOT) State Highway Administration (the Administration or SHA) is issuing this Request for Proposals (RFP) for Design-Build contracts, as defined in the Code of Maryland Regulations (COMAR) 21.05.11 and Title 23, Code of Federal Regulations (CFR), Part 636, to design, construct, operate, and maintain electric vehicle (EV) charging stations in accordance with the Federal Highway Administration’s (FHWA) National Electric Vehicle Infrastructure (NEVI) Program. These Contracts will be procured using the “Competitive Sealed Proposals” procurement method as defined in COMAR 21.05.03.
- 2.1.2 It is the Administration’s intention to obtain the work, as specified in this RFP, from a Contract between the selected Offeror(s) and the Administration. The Contract shall be valid for a six (6) year period from the date of the first Notice to Proceed (NTP)-1, consisting of up to one (1) year for the design and construction (including power and data service) for the EV charging site (Project Site) to be fully operational for end users and the completion of five (5) years for operations and maintenance (O&M) for each EV charging site.
- 2.1.3 The Administration intends to make multiple best value awards for up to approximately \$30 million in federal funds. Offerors may request up to 80 percent federal funds for eligible costs with an Offeror match of at least 20 percent of eligible costs from non-federal sources. The Administration has developed this RFP to allow for a concise review of multiple Project Sites from a single Offeror and single Project Sites from multiple Offerors. If an Offeror proposes two independent sites and the Administration selects both sites, the Offeror will enter into a single Contract with the Administration with each Project Site being independently paid per work performed as outlined in the Proposal. The Administration reserves the right to enter a Contract with any Offeror deemed qualified and whose Proposal is determined to be most advantageous to the State.
- 2.1.4 The Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. The Contractor shall ensure that the personnel performing the work to design, install, maintain, and operate the EV charging stations have appropriate licenses and certifications. The workforce installing, maintaining, and operating EV chargers shall have appropriate licenses, certifications, and training in compliance with Title 23 CFR 680.106 (j).
- 2.1.5 Offerors are advised to consult the requirements of § 13-212.1 of the State Finance and Procurement (SF&P) Article of the Annotated Code of Maryland prohibiting an individual who assists an executive unit in the drafting of specifications, or a person that employs the individual during the period of assistance, from submitting or assisting with a Proposal.

An individual or entity that has received monetary compensation as the lead or prime design consultant under a contract with the Administration to develop this RFP and/or has been retained to perform construction phase services on behalf of the state, or a person or entity that employs such an individual or entity, or regardless of design phase responsibilities has received in excess of \$500,000 for services performed, may not submit a Technical Proposal or a Price Proposal for this procurement and is not a responsible offeror under COMAR 21.06.01.01. The Technical Proposal or Price Proposal from such an individual or entity will be rejected pursuant to COMAR 21.06.01.01 and COMAR 21.06.02.03.

The following is a list of consultants and/or subconsultants that have received monetary compensation under a contract with the Administration as the prime consultant to develop this RFP, and/or have been retained by the Administration to perform construction phase services on the behalf of the state for this procurement, or regardless of design phase responsibilities have received payment in excess of \$500,000. SHA makes no representations regarding the completeness of the list:

- a. Michael Baker International

## 2.2 Background and Purpose

The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021, as the Infrastructure Investment and Jobs Act (IIJA). The \$5 billion NEVI Formula Program provides dedicated funding to states to strategically deploy EV charging infrastructure.

The goal of the NEVI Formula Program is to create a national network of convenient, reliable, affordable, and equitable electric vehicle chargers. The IIJA requires that (1) first, a state must utilize the funds to build out all existing designated alternative fuel corridors (AFCs), and (2) second, only once the existing AFCs are certified as being ‘built out’ by the U.S. Secretary of Transportation for that state can the federal funds be used to install EV charging infrastructure within communities along any public road or publicly accessible locations.

### 2.2.1 Maryland’s NEVI Plan, Goals, and Program Structure

Maryland is committed to the strategic deployment of a convenient, accessible, reliable, and equitable EV charging network. Maryland primary deployment goals are:

1. Close EV Charging Site Location gaps: fully build-out primary AFCs within five (5) years
2. Ensure Reliability and Connectivity: Ensure customer satisfaction through dependability of EV charging stations and transportation network accessibility and mobility for all users.
3. Ensure Equitable Access: Support deployment and operations of EV charging stations across all regions, communities, and citizens of the state of Maryland.

Offerors are advised to review the approved [Maryland State NEVI Plan](#) before submitting Proposals.

### 2.2.2 Eligible Corridors and Target Areas

Maryland has a robust network of AFCs across the entire state. Since the initial AFC Nomination in 2016, MDOT has successfully nominated 23 corridors for designation as EV AFCs. The 22 corridors, identified in the table below, require charging infrastructure and are therefore eligible under this RFP. The I-270 corridor is NOT eligible under this RFP.

Corridor	Length (Miles)	Starting Point	Ending Point	Corridor	Length (Miles)	Starting Point	Ending Point
I-495	16.1	VA State Line	I-95	US 301	89.7	DE State Line	VA State Line
I-68	79.9	I-70	WV State Line	US 50	139.7	DC Line	MD 528
I-695	51.3	-	-		9.0	WV State Line	WV State Line
I-70	90.9	I-695	PA State Line	MD 100	16.8	US 29	MD 177
I-795	8.9	I-695	MD 140	MD 140	33.91	I-795	PA State Line
I-81	12	PA State Line	VA State Line	MD 32	30.3	I-70	I-97
I-83	32.9	PA State Line	Fayette Street	MD 4	58.8	DC Line	MD 235
I-95	108.1	DE State Line	VA State Line	MD 5/ MD 235	52.8	DC Line	MD 712
I-97	18.2	I-695	US 50	MD 528	8.6	DE State Line	US 50
US 1	84.4	PA State	DC Line	MD 295	30.5	Russel Street	DC Line
US 13	42.2	DE State Line	VA State Line	ICC/MD 200	18.8	US 1	I-270
US 15	37.85	PA State Line	VA State Line				

To ensure corridors are built out most efficiently and in accordance with federal distance requirements, Target Areas were established for each of the 22 AFCs requiring infrastructure. These Target Areas identify where infrastructure must be located along the corridor for it to be considered built out. Maryland anticipates selecting only one proposed site per Target Area for NEVI Round 1.

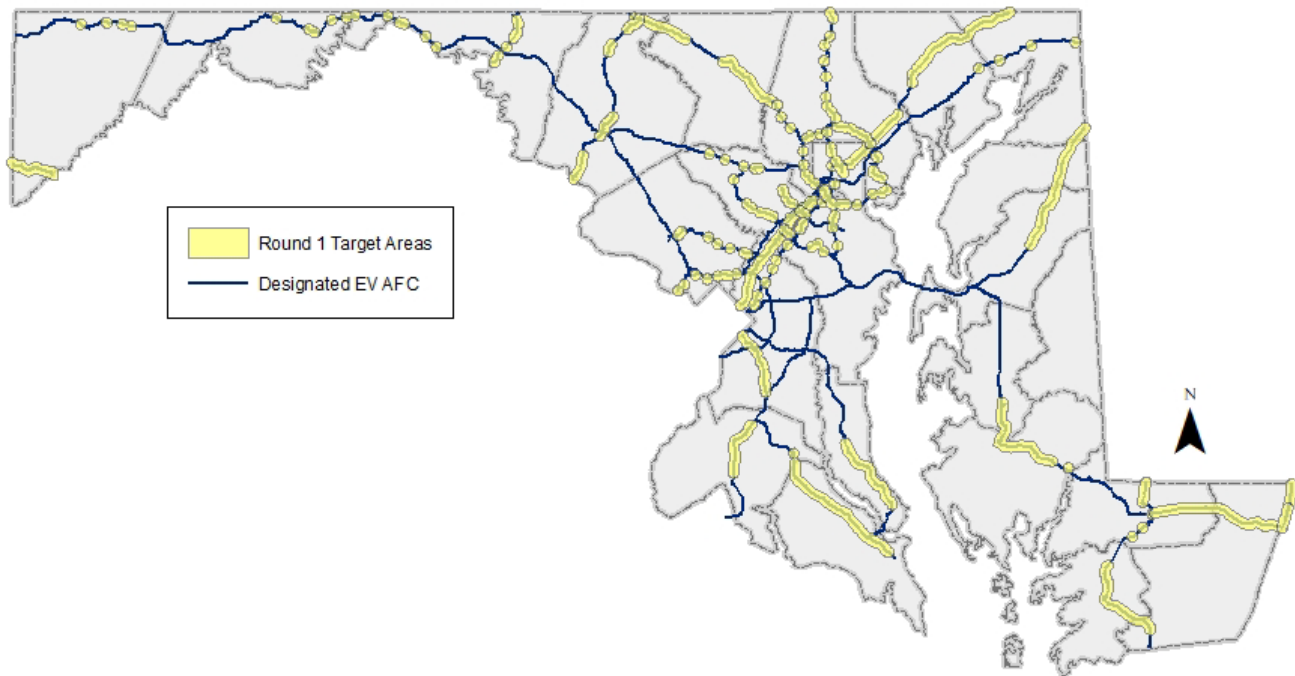
Proposed sites must be located within one of the designated Target Areas to be eligible for funding under NEVI Round 1 AND must meet the 1-mile driving distance requirement. Target Areas consist of exits/Interchanges and/or roadway segments and are identified in the map and table below. An interactive map of the Target Areas can also be found in the [NEVI Program Round 1 Target Areas Map](#). Sites proposed outside of these Target Areas will NOT be eligible under NEVI Round 1.

AFC	Target Area	Eligible	
		Exits Numbers/Name	Roadway Segments
I-68	A	56, 62, 64, 68, 72, 74	-
	B	14, 19, 22, 24	-
I-70	A	1, 3, 5, 9, 12	-
	B	73, 76, 80, 82, 83	-
I-81	A	6, 7, 8, 9, 10	-
	B	1, 2, 5	-
I-83	A	16, 17, 18, 20, 24, 27, 31, 33, 36, 37	-
	B	1, 2, 3, 4, 5, 6, 7, 8, 9, 10	-
I-95	A	89, 93, 100, 109	-
I-97	A	10,13, 15, 16	-
I-495	A	28, 29, 30, 31, 33, 36, 39, 41	-
I-695	A	25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44	-
	B	1, 2, 3, 5, 6, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, 22	-
I-795	A	7, 9	-
	B	4	-
US 1*	A	MD 24 N/MD 924 S, MD 24 S	Watertown Way - PA Border
	B	-	Millington Avenue - Sunshine Avenue/Bradshaw Road
	C	MD 193	Eastern Avenue - Levering Avenue
US 13*	A	St. Lukes Road, MD 12, US 50	Centre Road - MD 54/DE 54
	B	-	Sheephouse Road - MD 675
US 15*	A	MD 806, MD 77, MD 550, MD 140	MD 76/Motters Station Road - Creamery Road
	B	9, 11, 12, 13, 14, 15, 16, 17	Clay Street - Mountainville Road
US 50*	A	US 113	Hobbs Road - MD 528
	B	MD 331	Backtown Road - Maiden Forest Road
	C	-	Gorman Road - WV Border
US 301	A	MD 290, MD 291, MD 290	MD 405 - DE Border
	B	-	Fairground Road - Smallwood Drive
MD 4	A	-	Calvert Cliff State Park Drive - Auto Drive



AFC	Target Area	Eligible	
		Exits Numbers/Name	Roadway Segments
MD 5/ MD 235*	A	MD 414, Woods Way, Auth Road, Manchester Drive, MD 337, Coventry Way, Malcolm Road, MD 223, Brandywine Road	Suitland Parkway - Barnabus Road, Surratts Road - Moores Road
	B	MD 231	Denise Lane/Mohawk Drive - Lei Drive
MD 32	A	14, 15, 16, 17, 19, 20, 26	I-70 - MD 144
	B	3, 5, 6, 11, 12	
MD 100	A	1A, 1B, 2, 3, 4, 6, 7, 8	-
MD 140*	A	-	Atrim Boulevard - Frailey Road
	B	MD 27, MD 97	Meadow Branch Road - Butler Road
MD 295*	A	MD 175, Arundel Mills Boulevard, MD 100, Nursery Road, Waterview Avenue, Westport	-
	B	MD 202, MD 450, MD 410, MD 193, Powder Mill Road, MD 197, MD 198	-
MD 528	A	-	US 50 - MD 90
	B	-	MD 90 - 146th Street
ICC/MD 200	A	2, 3, 8	-
	B	10, 13, 16, 17	-

\*Indicates that exits along this corridor are denoted by the exit's name rather than its number



### 2.2.3 Ineligible Offerors

Electric utility companies and federal agencies are also ineligible to respond to the RFP.

### 2.2.4 Project Site Requirements

NEVI Formula Program funds are restricted to projects directly related to EV charging infrastructure and site locations that are open to the public or to authorized commercial motor vehicle (23 CFR 658.5) operators from more than one company. Initially, funding under this program is directed to designated AFCs for electric vehicles to build out the national network, particularly along the Interstate Highway System.

The Offerors are required to demonstrate that all Project Sites submitted for Maryland NEVI Round 1 funding meet all federal, state, and local requirements, including:

1. Accessible to the public 24 hours a day, seven days a week, year round;
2. No more than 1-mile driving distance from interstate exits or highway intersections along one of the eligible AFCs; and,
3. Not located within the Interstate and/or state-owned right-of-way.

In addition, Project Sites must meet the following station requirements:

1. Four network connected direct current fast charging (DCFC) ports capable of simultaneously charging four EVs. CHAdeMO connectors will not be allowed;
2. Each DCFC port must be capable of charging any Combined Charging System (CCS) compliant vehicle and have at least one permanently attached CCS - Type 1 connector. Adding permanently attached non-proprietary connectors is allowed after aforementioned CCS requirements have been met;
3. Each DCFC port must have a continuous power delivery rating of at least 150 kW and supply power according to an EVs power delivery request up to 150 kW, simultaneously from each DCFC port at an EV charging station. DCFC ports must support output voltages between 250 volts DC and 920 volts DC.; and,
4. Site power capability should be no less than 600 kW.

Project Sites that currently meet FHWA station requirements are **not** eligible under the Maryland NEVI Round 1 funding. Project Sites that have existing charging stations but require upgrades to meet FHWA's station requirements **are** eligible under the Maryland NEVI Round 1.

Preference shall be given to Project Sites that assist the Administration with meeting the federal build out requirements by filling in the gaps (reduce spacing between sites) on the eligible corridors to achieve the maximum distance between sites (no greater than 50 miles) and the requirement that each eligible corridor include at least two charging sites. The [Electric Vehicle Charger Siting Tool](#) may be a useful resource to determine whether a site may be a good candidate for the Round 1 of Maryland's NEVI Program.

### 2.2.5 Eligible Costs and Ineligible Costs

Offerors may request up to 80 percent federal cost share of the eligible costs. The Offeror must provide a minimum 20 percent match of eligible costs from non-federal sources as the Offeror's share. The match needs to be identified in the Financial Proposal and not by the Administration and will not be a reimbursable expense. The Offeror shall indicate if it is able and willing to meet or exceed the non-federal match required by NEVI Formula Program.

Eligible costs from NEVI funds and associated cost-share will follow the NEVI Guidance and Final Rule. Examples of the eligible expenses and ineligible expenses are listed below.

To be considered directly related to charging of vehicles, items must be a necessary component in the EV charging station, be a necessary component to connect the EV charging station to the electricity source (or to supply power from the electricity source), provide eligible signage to direct EVs to the charging station, or provide information to EV users about use of the charging station. This includes the costs of new public EV charging stations, as well as upgrades to existing EV charging stations. Examples of eligible costs include:

- Acquisition and installation of EV charging infrastructure on eligible Project Sites.
- O&M costs of applicable EV charging stations for five years after written acceptance by the Administration of fully operational EV charging station (including power and data service).
- Charging equipment lease fees if Contractor chooses lease option for charging equipment rather than purchase option.
- Cellular network fees, internet service fees, or similar fees.
- Hardware and software maintenance and repair costs, including service agreements with subcontractors and charging equipment manufacturers or warrantors.
- Development phase activities relating to the acquisition of stations and equipment as well as installation of EV charging infrastructure.
- Acquisition and installation of traffic control devices and on-premises signs providing information about the EV charging infrastructure.
- Costs for Electric Vehicle Infrastructure Training Program training and certification or another registered electrical apprenticeship program that includes charger-specific training.
- Costs for planning, permits, acquisition, and installation of on-site distributed energy resource equipment (e.g., solar arrays, stationary batteries).
- Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear).
- Costs of grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines).
- Costs to repair, upgrade, and/or replace existing chargers to meet NEVI Formula Program's minimum standards and requirements.
- Costs to meet Americans with Disabilities Act (ADA) requirements.
- Costs for EV charging infrastructure data sharing. This includes, to the extent practicable, costs related to the specific data sharing requirements of this program as well as costs of data sharing on all chargers and charging activities on the EV network.
- Variable O&M costs, including costs for electricity, insurance, and other recurrent business costs such as staffing.
- Fixed O&M costs during the O&M term.

Examples of ineligible costs include:

- Purchase or rent of real estate.
- Used, refurbished, or remanufactured equipment.
- Any final design or construction costs incurred prior to NEPA approval.
- Construction or general maintenance of building and parking facilities if not directly related to a charging station installation or upgrade.
- Project equipment costs associated solely with installing DC fast charging plugs beyond the four required 150kW CCS ports are not eligible costs. Such costs could include power cabinets and charging units that do not also support one or more of the four required ports.
- DC Charging units with maximum power output ratings less than 150 kW to each parking space are not eligible for reimbursement. Additional connector types and/or adapters on charging units beyond the four required units are not eligible costs.
- Bad debts, late payments, finance charges or contingency funds, interest, and investment.
- Lobbying, lobbyists, and political contributions.
- Activities addressing enforcement actions that involve a financial penalty.
- Level 1 and Level 2 charging station infrastructure.
- CHAdeMO connectors
- Hydrogen fuel cell vehicle supply infrastructure and equipment.
- Paper studies or research projects (e.g., a study assessing the cost and feasibility of EV charging station installations in particular areas).
- Costs covered by programs or tariff rules of the electric utilities.

The Offeror is alerted that there are no state funds to support match requirements and/or ineligible costs. It is the Offeror's risk, and the Offeror shall be fully responsible for providing the necessary funds for the match requirements and all ineligible costs for the term of the Contract. The State shall bear no risk for providing match and/or ineligible costs, including but not limited to force majeure, Acts of God, or any other events.

## 2.3 Scope of Work - Requirements

### 2.3.1 General Requirements

The Administration is seeking Contractors to design, construct, operate, and maintain publicly accessible EV DCFC stations in Maryland in accordance with the FHWA's NEVI Program. Charging stations under this Contract must be maintained and operated for public use by the Contractor for five (5) years with no less than 97.00% uptime throughout the entire performance period.

Contractors must follow all NEVI Program requirements, including those set forth in the following FHWA documents:

- [NEVI Formula Program Guidance \(Update\)](#)
- [NEVI Program Frequently Asked Questions](#)
- [NEVI Standards and Requirements Final Rule](#)
- [Title 23 CFR 680](#) published on February 28, 2023
- [Q&As for Build America, Buy America \(BABA\) Implementation Plan to Enhance Buy America for Electric Vehicle \(EV\) Chargers](#)

Refer to **Attachment V – NEVI Federal Standards and Requirements** for a restatement of the standards and requirements of the NEVI Federal Rule.

Equipment used for EV charging must comply with both the Title 23 Buy America clause (23 U.S.C. § 313) and the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901–70927). FHWA has provided a phased waiver to the Buy America provisions for NEVI EV charging equipment (88 FR 10619) to allow for a smoother transition while the market adjusts to the Buy America conditions. This waiver is broken into two phases. The first phase includes equipment manufactured before July 1, 2024, and installed before October 1, 2024. The second phase includes equipment manufactured and/or installed after these dates until a future date to be determined by FHWA. All proposed equipment and costs shall assume compliance with the second phase of the waiver, regardless of when equipment is planned to be procured and installed.

Reporting during the Contract shall comply with **Attachment R**.

### 2.3.2 Project Site Requirements

Project Sites under this Contract will provide DCFC stations for public use along Maryland's designated AFCs. Each Project Site shall have no less than four (4) DCFC ports. Each DCFC port must have at least one permanently attached CCS Type 1 connector with a continuous power delivery rating of at least 150kW. Each Project Site must have a minimum capacity of 600kW to support at least 150 kW and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each DCFC port at an EV charging station. DCFC ports must support output voltages between 250 volts DC and 920 volts DC. Proposals for public charging stations at multiple site locations are acceptable; however, each site location shall meet the minimum NEVI program requirements for site charging capacity and interoperability. All DCFC stations must be network-connected and comply with the NEVI Program Guidance and Final Rules.

Project Site design and layout is to be provided and shall accommodate both access and safety of the equipment and users including persons with disabilities. While no formal standards for site layout have been established, the Contractor shall comply with the design recommendations from the U.S. Access Board document, "[Design Recommendations for](#)

[Accessible Electric Vehicle Charging Stations](#).” Sites should consider flood plain locations and applicable site conditions. If a site is proposed in an active flood plain, the O&M Plan must take flood plain maintenance into consideration.

Signage shall be installed that will direct drivers to the EV charging stations and denoting that the space is reserved for EV charging only. Signs are required to meet all applicable local, state, and/or federal regulations and standards including the Maryland Manual on Uniform Traffic Control Devices and the requirements of this Contract. Refer to **Attachment U** for additional sign details.

The Administration will provide, at its expense, environmental review and approvals for the Project Site work related to EV charger equipment installation as required by the National Environmental Policy Act (NEPA) considering the information provided in the Offeror’s Proposal. Any additional information required to obtain NEPA approval shall be provided by the Offeror at the Administration’s request and for its consideration. To facilitate approval, sites provided by the Offeror should be previously disturbed/paved areas to minimize the potential for environmental resource impacts. Offerors are advised to familiarize themselves with SHA’s [Programmatic Agreement \(PA\) for Categorical Exclusions](#), outlining its review procedures for minor projects, [Section 106 Programmatic Agreement \(PA\)](#), outlining its review procedures for minor projects and other actions with limited potential effects to historic properties, and the exemption to Section 106 of the National Historic Preservation Act related to the placement of electric vehicle supply equipment noted on page 27 of the [NEVI Formula Program Guidance](#), as well as SHA’s [NEPA webpage](#) and [Cultural Resources Protection webpage](#). Rare, threatened and endangered species coordination with the US Fish and Wildlife Service (Section 7 Coordination) and the Maryland Department of Natural Resources as well as Section 106 Coordination with the Maryland Historical Trust will be completed by SHA. It is anticipated that NEPA approval would be obtained by the Administration within 60 days following selection and prior to execution of the Contract, but actual length is subject to specific Project Site conditions so therefore is subject to change. The Administration will not issue NTP-1 for a specific Project Site until NEPA approval for that Project Site. If the Offeror proposes sites with environmental impacts, the Offeror will assume responsibility for all cost and schedule delays associated with any required coordination and mitigation.

Contractors shall be responsible for all permitting, utilities coordination and agreements, and third-party agreements for the Project Site. A list with each utility point of contact and contact information can be found on the Maryland NEVI website. Contractors shall also be responsible for meeting the Real Property Requirements in Section 35 of **Attachment M – Contract (For Reference Only)** of this Request for Proposals. Contingent agreements or memorandums of understanding (MOU) with site owners and utility companies are sufficient prior to award. Fully executed Site Host Agreements providing documentation of site control (e.g., a letter of commitment, lease, or property title) must be obtained within 30 days after NTP-1 for the Project Site. The Administration will review the Site Host Agreement and, once acceptable, will issue a Right-of-Way Certification and NTP-2 for the Project Site. NEPA approval must be obtained before the Administration may issue a Right-of-Way Certification. NTP-2 will allow construction to commence for the Project Site subject to all permits being received and issuance of Ready for Construction (RFC) plans by the Contractor.

The Contractor shall design the Project Site and shall construct the Project Site as designed, in accordance with all professional engineering principles and construction practices generally accepted as standards of the industry in the State and as required by the local jurisdiction (but at least meeting the requirements of the Contract) in which the EV charging station is sited to permit the EV charging station, in good and workmanlike manner, free from defects.

The Contractor shall submit 100% plans, all specifications, and an itemized breakdown for all work to the Administration for review and comment. When applicable, specifications shall comply with the [SHA 2023 Standard Specifications for Construction and Materials](#) or [Supplemental Specification and Provisions for 2023 Standard Specifications](#). For items of work not covered by these specifications, the Contractor shall provide specifications for the Administration's review and comment. The Contractor shall provide the Administration notice 14 calendar days prior to the submittal. The plans and specifications shall, at a minimum, include the following information:

- **Title Page**
  - The address of the property
  - The name, address, email address, and phone number of the property owner
  - The name, address, email address, phone number, and license number of the person responsible for the EV charging equipment system design
  - All codes (with appropriate version/year) applicable to the Project Site and work
  - Occupancy and use of all buildings on site
  - Construction type of all buildings on site
  - Narrative description/scope of the proposed work
  - Signed and sealed by the identified Professional Engineer licensed in Maryland
- **Site Plan**
  - Use (occupancy) and location (with regards to site boundaries and other structures) of on-site structures
  - Use (occupancy) and location (with regards to site boundaries and other structures) of off-site structures within 20 feet of the proposed work
  - North arrow
  - Dimensioned parking improvements, driveways, accessibility upgrades, etc.
  - Location of EV charging equipment, main electric service panel, disconnects, and overcurrent protection locations
  - Location of interconnection
  - Underground conduit materials, locations, lengths, sizes, and routing
  - Location of additional meters, if applicable
  - The mounting height for the charging coupling (the connector nozzle) and the operable controls
  - All site-related accessibility requirements
  - Details/specifications for all other proposed site-related work
- **Electrical Floor Plan**
  - The location of the proposed EV charging equipment, wiring, supply equipment, and any other electrical equipment connected to the proposed system
  - The use/occupancy of the room(s) where electrical equipment will be installed, and the use/occupancy of adjacent rooms
  - A specification ensuring the main service conductors [and equipment for the protection of the electrical service (disconnecting means, overcurrent protection, etc.)], are installed in accordance with the National Electrical code (NEC)
  - A specification ensuring annular spaces around pipes, electric cables, conduits, or other openings at exterior walls shall be protected against the passage of rodents
  - All applicable electrical-plan-related requirements of the NEC
  - All applicable electrical-plan-related accessibility requirements prescribed by applicable building codes
- **Manufacturer's Listing, Installation Details, and Specifications**
  - The certified listings of the proposed electrical equipment (EV charging equipment, panels, inverters, etc.)
  - The listing shows the EV charging equipment is suitable for the proposed location
  - Structural and electrical installation details
- **Electrical Service Load Calculations**
  - Demand and sizing of the electrical service panel
- **Single-Line Electrical Diagram**

- EV charging supply equipment
- Size of the overcurrent device (circuit breaker) supplying the EV charging equipment
- Conductor and conduit sizes, types, and locations/routing (within framing, mounted to structures, underground, etc.)
- Size (ampacity and voltage) of the main electric panel, distribution panels (sub-panels), overcurrent protection, disconnects, additional meters, and EV charging equipment
- Sizes of the service entrance conductors
- All equipment labeling
- The EV charging equipment disconnecting means shall be identified with a durable label stating, “Emergency Power Off – Electric Vehicle Charging Station”
- **Other**
  - If the Project Site is located within a 100-year flood hazard zone, the EV charging equipment shall be elevated above the base flood elevation
  - If the EV charging equipment is rated more than 60 amps, or more than 150V to ground, specify the disconnecting means to be lockable in an open position, and to be installed in a readily accessible location
  - If trenching is proposed, provide a trenching detail showing compliance with the minimum cover requirements
  - If vehicle impact protection for EV charging equipment is used, locate and detail the physical protection (such as a bollard)
  - All design calculations
  - EV charging material certification that demonstrates Buy America and Build America, Buy America compliance (subject to the most current published waiver)
  - Supporting documentation to show ability to meet all requirements of the Contract Documents, including, but not limited to, ADA, software, applications, security, and communications

Content requirements may be waived if the Project Site does not have that specific item.

The Administration will return comments on the 100% plans and specifications within 21 calendar days, beginning the day after receipt of the submittal. The Contractor shall address all comments from the Administration including providing a point-by-point response detailing how the comment was incorporated into the plans and specifications or detailing the reason it was not incorporated. Once the Contractor has addressed all comments from the Administration and provided the point-by-point response, received all permits including from the local jurisdiction, and the Administration has issued a Right-of-Way Certification and NTP-2 for the Project Site, the RFC plans and specifications may be released.

The Contractor is responsible for providing the construction in accordance with the RFC plans and specifications. The Contractor shall generate shop drawings, working drawings, and material and equipment documentation as necessary to clearly define, control, construct, and inspect the Project Site. The Contractor shall submit these shop and working drawings to the Contractor’s designer for review and internal approval. All such drawings shall be reviewed by qualified personnel, and shall be stamped “Approved for Construction” if the drawings meet the requirements of the design. After the Contractor’s designer completes review of a shop or working drawing, the drawing shall be submitted to the Administration. Shop or working drawings requiring signing and sealing shall be signed and sealed by a Maryland-licensed Professional Engineer, prior to being issued for construction. All material, testing, equipment, and other documentation to demonstrate the work was completed in accordance with the RFC plans and specifications shall be submitted to the Administration by the Contractor.

Shop and working drawings for the Project Site shall include items such as, structural fabrication plans, anchor bolt layouts, shop details, equipment lists, material identification and description, and any other information specifically required for the Project Site.

Shop and working drawings and calculations for excavation shoring, cribs, cofferdams, falsework, overhead signs, temporary support systems, formwork, and other temporary elements shall be prepared by the Contractor. Shop and working drawings and calculations shall describe the methods of construction proposed to be used for the Project Site.



Do not make changes to approved shop or working drawing after the Contractor's designer has approved them. Any deviations from approved shop or working drawings shall require the fabricator to submit revised drawings to the Contractor's designer for approval, as outlined above.

The Administration will provide independent verification, testing and inspection as deemed appropriate.

The Contractor shall provide written notice to the Administration that the construction is complete, and the Project Site and EV charging station (including power and data service) are fully complete and operational. The Contractor shall provide as-built documents that depict the final completed Project Site to the Administration.

### 2.3.3 Operations & Maintenance

#### 2.3.3.1 Equipment Control

Upon completion of construction and written acceptance by the Administration (Notice of Acceptance) of a fully complete and operational Project Site and EV charging station (including power and data service), the Contractor shall control the EV charging equipment. Contractors shall ensure there is a separate and distinct power meter for the EV charging system.

#### 2.3.3.2 Five-Year Operations & Maintenance Obligation

The Contractor shall be required to ensure the O&M of the EV charging equipment at the site for a term of five years from the date identified in the Notice of Acceptance letter in compliance with the Contract including **Attachment T**. The EV charging station shall meet or exceed the requirements of 23 CFR 680, including but not limited to the uptime requirements in § 680.116. Compliance with the at least 97.00% uptime requirement throughout the five-year performance period is essential.

The Contractor shall be responsible for all O&M including, but not limited to, the following activities:

- Provide O&M for the EV charging infrastructure throughout the O&M term.
- Obtain all relevant inspections, permits, and approvals from any and all authorities having jurisdiction regarding the site.
- Procure, deliver, install, commission, maintain, repair, decommission, upgrade and replace any equipment required by the Contractor to perform the work.
- Provide regular routine and preventative maintenance services on all EV charging equipment which, at a minimum, shall include inspections, testing, necessary adjustment, parts cleaning, software upgrades and scheduled overhauls as recommended by the equipment manufacturer. Preventative and routine maintenance shall be performed in accordance with the provisions of the maintenance manual/guideline of each component.
- Host and maintain any software system used and fix any bugs that exist in any software system used that effect usage and/or performance.
- Have material and staff immediately available to repair and/or replace any facilities damaged by normal wear, forces of nature, or acts of third parties.
- Provide necessary O&M for all supporting infrastructure and amenities. This includes any defect in design, material, or workmanship which may occur during proper and normal use. Such defects shall be corrected by repair and/or replacement by the Contractor without cost and shall cover all equipment, parts and labor costs (including travel) to troubleshoot and complete the repair/replacement.
- Provide secure payment methods, accessible to persons with disabilities.
- The Contractor is responsible for protection against vandalism and related security issues. The Contractor shall ensure all EV charging stations, including their parking spaces, will be safe and operable, in good working order and condition, and accessible year-round in all weather conditions.
- The Contractor is responsible for providing all administration, operations, and management in accordance



with the Contract Documents. The Contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents, or any of its other obligations under the Contract Documents, by oversight, spot checks, audits, reviews, tests, inspections, acceptances, or approvals by any persons, or by any failure of any person to take such action.

- The Contractor must make the site available and obtain all relevant inspections, permits, and approvals from the Administration and all authorities having jurisdiction regarding the site.

#### 2.3.3.3 Contract Expiry Obligations

Six (6) months prior to the end of the O&M term, the Contractor shall elect by written notice to the Administration to continue operating the Project Site, following the end of the O&M term, without any ongoing payment from the Administration or sell or transfer control to a replacement operator with a commitment for ongoing operation, or to cease operating the Project Site at the end of the O&M term and decommission the Project Site.

If the Contractor's election is to continue operating the Project Site, then the Contractor shall demonstrate to Administration's reasonable satisfaction its plan to continue operations of the Project Site, including evidence that it has an agreement with the Site Host necessary to continue operations at the Project Site following end of the O&M term or provide evidence of an agreement to sell or transfer control to a replacement operator with a commitment for ongoing operations. If the Contractor's election is to cease operating the Project Site at the end of the O&M term and decommission the Project Site, then within thirty (30) days of the end of the O&M term and prior to the expiry of the Contract, the Contractor must perform all decommissioning activities.

In the event that the Project Site must be decommissioned, the Contractor must do so in accordance with the following activities, at a minimum:

- Disconnect all power sources to the EV charging stations and, if the electrical service was solely for the chargers, ensure the utility company has closed the account and removed the meter.
- Removal of all EV charging equipment infrastructure including but not limited to: EV charging pads, pedestals, conduit riders and ports, aerial or ground wires, physical security hardware and features, and all other related hardware and amenities.
- Replace all items such as pads, pedestals and conduit risers with appropriate pavement or surface, ensuring that pedestrian pathways are free and clear and ADA access is maintained.
- Where feasible, consider placing pull boxes for easy access to conduits for any potential future charging equipment.
- Ensure the Project area is free from any hazards.
- Notify the Administration and third party data curators the date that the Project Site is decommissioned.
- Remove all charger wayfinding and supplemental signage and pavement markings.

If the Contractor has not completed the decommissioning activities, the Administration shall have the right to call or draw on the performance bond under RFP Section 3.2 for the amount of the Administration's reasonable estimated of the cost for the Administration to ensure that the decommissioning activities are completed.

The Administration will not have any ownership interest in the EV charging station, equipment, ancillary infrastructure, or other Project Site assets following the end of the O&M term.

#### 2.3.3.4 Up Time Requirement

Other than allowable downtime for maintenance and repairs, equipment must be up and running equal to or greater than 97.00% of the time. The EV charging stations shall meet or exceed the requirements of 23 CFR 680, including but not limited to the uptime requirements in § 680.116. Charging port uptime must be calculated on a monthly basis for the previous twelve months. Uptime shall be self-monitored by the Contractor and

reported to the Administration if uptime is less than 97.00% for the monthly calculation or for a continuous window exceeding twelve hours. The Administration may notify the Contractor if it has reason to believe the uptime requirement is not being met and require the Contractor to develop an action plan to bring the equipment back to working condition. The Administration also reserves the right to have third party monitoring of uptime to validate Contractor reporting. The Administration reserves the right to retain a contractor of its own choosing to repair or replace it, at the Contractor's cost.

If the Administration determines the Contractor is not in compliance with the uptime requirements for two consecutive quarters, the Administration may require the Contractor to submit an action plan.

#### 2.3.3.5 Data Sharing/Interoperability Requirements/Reporting Requirements

The Administration is required to provide both quarterly and annual data submittals for similar evaluation at the national level. The Contractor shall comply with **Attachment R** to support the Administration's reporting requirements. Data must be transferred or made available using methods that meet FHWA and SHA requirements and that are authorized under the Contract and as agreed upon between the Contractor and the Administration. The submitted data will be maintained in a secure manner and will not be used for any purposes other than those required to fulfill the requirements of the Contract. The Contractor must also disclose, via the Data Management Plan, the location of the data and security processes and systems governing it while under the Contractor's control. The Data Management Plan shall also include contingency plans for when internet service is out and other information technology (IT) requirements.

The Contractor shall provide electronic progress reports to the Administration on the acquisition and installation of the EV charging station. From the date of Notice of Acceptance by the Administration, Contractors will be required to provide electronic data reports to the Administration for 5 years after Notice of Acceptance. The data reports shall provide the information required in **Attachment R**.

Contractors must provide data in compliance with Title 23 CFR 680.112. The Administration may require Contractors to submit the required data to the Administration at a greater frequency than currently required by the NEVI Guidance for any reason, including but not limited to conducting necessary audits. Any data made public will be aggregated and anonymized to protect confidential business information in a manner prescribed by the FHWA.

#### 2.3.3.6 Testing Requirements

Contractors shall conduct standard factory testing and post-installation system testing for each charging unit to verify functionality of the EV charging equipment, as well as access and/or integration into the Administration or other prescribed data sharing system. Factory test results shall be provided for each unit as verified by the Contractor's quality assurance or test manager. Similar test results for the installed system shall be provided with the test manager's approval. The Administration will also have the right to test the EV charging equipment and any data sharing connections (SHA systems and/or Contractor provided portal). For data sharing, the Administration will participate in the testing through verification of receipt of the specified data. For the charging unit, the Administration or its representative may run on-site testing.

#### 2.3.3.7 Customer Service

Contractors shall ensure that customer service is provided and available 24 hours per day, 7 days a week, 365 days a year. Customer service shall provide support and responses to inquiries and comments from users who are using or attempting to use the EV charging equipment as well as provide a mechanism to report outages, malfunctions, and other issues with the EV charging or point-of-sale equipment. The Contractor must ensure the customer service platform provides multilingual services and complies with the American Disability Act of 1990 requirements. The Contractor shall submit a plan detailing how such service shall be provided which is accessible by all users.

#### 2.3.3.8 Payment Requirements

Contractors shall provide secure payment methods, accessible to persons with disabilities, which at a minimum shall include the following:

- Contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the charging customer with the option to initiate a charging session and submit payment; and access and service must not be restricted by membership or payment method type.
- Do not require membership for use.
- Do not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership.

Contractors shall provide access for users that are limited English proficient and accessibility for people with disabilities; automated toll-free phone numbers and SMS payment options must clearly identify payment access for these populations.

#### 2.3.3.9 Communications of Price

The price must be set at a fair and competitive market rate. The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh. The price for charging displayed and communicated via the charging network must be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session. Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained.

#### 2.3.3.10 Privacy and Cybersecurity

Contractors shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EV charging station. After selection, the Contractor shall participate in a privacy impact assessment with the Administration. After Contract execution, Contractors shall share the following:

- How cybersecurity will be assessed throughout the Contract term,
- Results of third-party cybersecurity testing (not proprietary information that would make the overall system vulnerable),
- How system updates will affect end users, and
- Proposed protocols for notifying the Administration of any security breach.

Contractors must collect, process, and retain only that personal information strictly necessary to provide the charging service to a consumer, including information to complete the charging transaction and to provide the location of charging stations to the consumer. Chargers and charging networks should be compliant with appropriate Payment Card Industry Data Security Standards (PCI DSS) for the processing, transmission, and storage of cardholder data. Contractors must also take reasonable measures to safeguard consumer data.

Contractors shall develop a Data Management Plan that incorporates this information and guidance on risk assessments for personnel involved with the charging network, including contractors and service providers. Contractors shall submit the Data Management Plan to the Administration for approval. The Data Management Plan must be approved by the Administration prior to Notice of Acceptance of any Project Site. Contractors shall comply with local, state, or federal laws as they relate to cybersecurity and privacy and the requirements of **Attachment P**. Contractors shall provide an updated Data Management Plan annually along with the annual report for approval by the Administration. Contractors shall specifically identify the need for the changes and changes to the Data management Plan as part of the annual updates. Contractors can update and submit the Data Management Plan more frequently, if required.

## **SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS**

### **3.1 Insurance Requirements**

- 3.1.1 The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 per aggregate.
- 3.1.2 The Contractor shall maintain Errors and Omissions or Professional Liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 per aggregate.
- 3.1.3 The Contractor shall possess and maintain throughout the term of the Contract and for three (3) years thereafter, Cyber risk/data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least five million dollars (\$5,000,000) per claim. Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of sensitive data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- 3.1.4 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.1.5 The Contractor shall maintain Crime Insurance to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and minimum single loss retention not to exceed \$10,000.
- 3.1.6 Within five (5) Business Days of Selection, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Workers' Compensation: The Contractor shall maintain such insurance as necessary and/or required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
  - b. Commercial General Liability as required in Section 3.1.1.
  - c. Errors and Omissions/Professional Liability as required in Section 3.1.2.
  - d. Cyber risk/data breach insurance as required in Section 3.1.3.
  - e. Automobile and/or Commercial Truck Insurance as required in Section 3.1.4.
  - f. Crime Insurance as required in Section 3.1.5.
- 3.1.7 The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional Liability, Cyber risk/data breach and excess liability or umbrella policies with the exception of Workers' Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Workers' Insurance Fund). This means the faces of the certificates of insurance for these policies must state, "The State of Maryland is an Additional Insured." All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and provide such policies.

## 3.2 Performance Bond and Payment Bond Requirements

- 3.2.1 Acceptable security for performance and payment shall be as stated in [COMAR 21.06.07.01](#).
- 3.2.2 A performance bond and a payment bond are required for this Contract in the amount equal to at least 100 percent of the Contract price. The bonds shall be delivered by the Offeror to the Administration **no later than the time the Contract is to be executed**. If the Offeror fails to deliver the required bonds, the Proposal shall be rejected, the Proposal Guaranty shall be enforced, and award of the Contract may be made to another Offeror determined to be best value.
- 3.2.2.1 The required performance bond shall be in the form specified in [COMAR 21.07.02.10A](#).
- 3.2.2.2 The required payment bond shall be in the form specified in [COMAR 21.07.02.10B](#).
- 3.2.3 After the Contractor has received Notice of Acceptance from the Administration for all Project Sites for completion of construction of fully operational EV charging stations (including power and data service), the Contractor may submit a request to the Administration to retire the performance bond and payment bond under RFP Section 3.2.2 and provide a performance bond and a payment bond for the O&M term. The performance bond and payment bond shall cover the remaining value of the Contract at that time. The performance bond and payment bond may be annually renewable for the remaining value of the Contract at the time of renewal.

## 3.3 Problem Escalation Procedure

- 3.3.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

- 3.3.2 The Contractor must provide the PEP no later than ten (10) Business Days after the first NTP-1. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- The process for establishing the existence of a problem.
  - Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem.
  - For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP.
  - Expedited escalation procedures and any circumstances that would trigger expedited them.
  - The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State.
  - Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis.
  - A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

## **3.4 Invoicing**

### 3.4.1 General

3.4.1.1 All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- (1) Contractor name and address
- (2) Remittance address
- (3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number)
- (4) Invoice period (i.e. time period during which services covered by invoice were performed);
- (5) Invoice date
- (6) Invoice number
- (7) State assigned Contract number
- (8) State assigned (Blanket) Purchase Order number(s)
- (9) Goods or services provided
- (10) Prevailing Wage documentation, if applicable
- (11) Amount due

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

3.4.1.2 The Administration reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Administration with all required deliverables within the time frame specified in the Contract, is subject to assessment of noncompliance price adjustments, or otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the "Prevailing Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Administration, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

### 3.4.2 Payments

3.4.2.1 Each Project Site under the Contract will be paid independently based on the work completed for that Project Site. The Administration will accept payment requests for each Project Site under the Contract as represented in the table below under Task 1-7. The Contractor is only eligible for payment after the Administration has accepted the documentation for the Project Site, as described below.

<b>Task</b>	<b>Project Milestone</b>	<b>Payment (% of Total Proposal Price)</b>
1	Notice to Proceed-2 / Ready for Construction	20%
2	Notice of Acceptance / Begin O&M term	50%
3	O&M Payment Year 1	6%
4	O&M Payment Year 2	6%
5	O&M Payment Year 3	6%
6	O&M Payment Year 4	6%
7	O&M Payment Year 5 / Contract Expiry	6%
	<b>TOTAL</b>	<b>100%</b>

3.4.2.2 All Project Sites will require documentation of receipt of all applicable permits and approvals for construction prior to payment of Notice to Proceed-2 / Ready for Construction.

3.4.2.3 Payment for all tasks will require all reporting required under **Attachment R** during the task period to be successfully completed and submitted prior to payment of any task.

#### 3.4.2.4 Invoice Submission Schedule and Requirements

The Administration will approve progress payments for the Contractor for each Project Site in accordance with Section 3.4.2 of this RFP. It is expected that the Contractor will provide consistent and proactive feedback and progress reports throughout the duration and as required by the Contract. The Administration will make the final determination on payment to the Contractor based on the completion of the work at the following milestones:

Task 1: Notice to Proceed-2 / Begin Construction: The Contractor must provide the fully executed Site Host Agreement and present proof (via final approval letters, permit authorizations, agreements etc.) that all relevant local, State, and Federal permits, approvals, and agreements have been secured for the Project Site. A complete list of applicable permits, approvals, and agreements shall be presented to the Administration and this list will be used to determine the completion of this task. Once all information has been provided, the Administration issues a Right-of-Way Certification, the Administration issues a Notice to Proceed-2, and the Contractor has released the RFC plans and specifications, payment may be requested for Task 1.

Task 2: Notice of Acceptance / Begin Operations & Maintenance term: The Administration shall provide a Notice of Acceptance upon completion of construction of a fully complete and operational Project Site and EV charging station (including power and data service). Upon Notice of Acceptance of a Project Site and as-built plans being provided to the Administration, payment may be requested for Task 2.

Tasks 3-7: Operations & Maintenance term: The Contractor must satisfy all O&M requirements under the Contract. All required data submittals including the annual update to the Data Management Plan must be submitted and approved by the Administration. Upon completion of O&M work for the year (including Contract Expiry Obligations for Year 5) and approval of required submittals for a Project Site, payment may be requested for Task 3-7 for the Project Site per the applicable year of O&M. If Noncompliance Price Adjustments apply during the year, the Noncompliance Price Adjustment shall be subtracted from the payment request.

### **3.5 SOC 2 Type 2 Audit Report**

A SOC Type 2 Audit applies to the Contract. Refer to **Attachment P**.

### **3.6 Not Used**

### **3.7 Not Used**

### **3.8 Noncompliance Price Adjustments**

While “downtime” is needed for regularly scheduled maintenance and situations beyond the Contractor’s control such as electrical utility service interruptions, vandalism, or natural disaster, each charging port shall function (or have an average “uptime”) of at least 97.00% . If the average annual uptime for a charging port drops below 97.00%, the Administration will adjust the O&M payment for the year pursuant to the below based on the actual uptime during the year. If Notice of Acceptance has not been received for a Project Site during the one-year design and construction period or an extension of time has not been granted by the Administration under the terms of the Contract, any time after the completion of the design and construction period will be considered “downtime” for the purposes of the calculation of a Noncompliance Price Adjustment. Note there will be no Price Adjustment for compliance (97.00% or greater).

Charging port uptime shall be calculated as presented in the Final NEVI Standards and Requirements as follows:

$$\mu = ((525,600 - (T_{\text{outage}} - T_{\text{excluded}})) / 525,600) \times 100$$

where:

- $\mu$  = port uptime percentage,
- $T_{\text{outage}}$  = total minutes of outage in previous year, and
- $T_{\text{excluded}}$  = total minutes of outage in previous year caused by the following reasons outside the charging station operator's control, provided that the charging station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

$$\text{O\&M Payment Year [1-5]} = \text{Payment (per RFP Section 3.4.2.1)} \times (\mu / 97.0)$$

### **3.9 End of Contract Transition**

Not applicable. Refer to RFP Section 2.3.3.3 Contract Expiry Obligations.

### **3.10 Substitution of Personnel**

The Contractor must at all times maintain appropriate and qualified staffing and resources to complete the proposed work. The Administration must be immediately notified of any proposed staffing substitutions or other circumstances that would impact the availability of key personnel or the completion of the key functions requested in this RFP.

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## **SECTION 4 – PROCUREMENT INSTRUCTIONS**

### **4.1 Rules of Contact**

The Procurement Officer's Designee in this RFP, or a representative hereafter designated in writing by the Procurement Officer, is the Administration's single contact and source of information for this procurement.

The following rules of contact shall apply during the Contract procurement process, which begins upon the submittal of the RFP and will be completed with the execution of the Contract. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail (e-mail), or formal written communication. The specific rules of contact are as follows:

Section 11-205 of the State Finance and Procurement Article, Annotated Code of Maryland, prohibits and penalizes collusion in the State procurement process.

- 4.1.1 After submission of Proposals, neither an Offeror nor any of its team members may communicate with another Offeror or members of another Offeror's team with regard to the Project or the Proposals. However, an Offeror may communicate with a Subcontractor that is on both its team and another Offeror's team, provided that each Offeror has obtained a written certification from the Subcontractor that it will not act as a conduit of information between the teams.
- 4.1.2 Unless otherwise specifically authorized by the Procurement Officer, an Offeror may contact the Administration only through the Procurement Officer and only in writing by e-mail and not orally. The Offeror's contacts with the Administration shall be only through a single representative authorized to bind the Offeror.
- 4.1.3 The Procurement Officer normally will contact an Offeror in writing through the Offeror's designated representative.
- 4.1.4 Neither an Offeror nor its agents may contact Administration employees, including Administration heads, members of the evaluation committee(s) and any other person who will evaluate any section of this Proposal, regarding the Project, except through the process identified above.
- 4.1.5 Any contact by a Proposer determined to be improper may result in disqualification of the Offeror.
- 4.1.6 The Administration will not be responsible for or bound by: (1) any oral communication, or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Procurement Officer.

### **4.2 Pre-Proposal Conference**

A Pre-Proposal Conference (the Conference) will be held at the date and time indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). All prospective Offerors are encouraged to attend to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See RFP Section 4.3.

Please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) to [NEVIprocurement@mdot.maryland.gov](mailto:NEVIprocurement@mdot.maryland.gov) at least five (5) Business Days prior to the Pre-Proposal Conference date. A meeting link will be emailed to those individuals approximately 24 hours prior to the start of the meeting. In addition, if there is a need for sign language interpretation and/or other special accommodation due to a disability, please notify the Procurement Officer at least five (5) Business Days prior

to the Pre-Proposal Conference date. The Administration will make a reasonable effort to provide such special accommodation.

### **4.3 eMaryland Marketplace**

Each Contractor is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMMA is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the Administration's website (<http://www.roads.maryland.gov>) and possibly other means for transmitting the RFP and associated materials, solicitation and summary of the Pre-Proposal Conference, Contractor questions, and Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

### **4.4 Questions**

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). Please identify in the subject line the Contract Number and Title. Questions will also be accepted from prospective Contractors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and shall be submitted to the Procurement Officer via email in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least twenty (20) Business Days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

### **4.5 Procurement Method**

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

### **4.6 Proposal Due (Closing) Date and Time**

Proposals, in the number and form set forth in RFP Section 5.2 "Proposals" must be received by the Procurement Officer per the requirements of RFP Section 5.3 "Delivery" no later than the Proposal Due date and time indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors) in order to be considered.

Requests for an extension of this time or date will not be granted. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the RFP Key Information Summary Sheet will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the RFP Key Information Summary Sheet for receipt of Proposals.

**Proposals will not be opened publicly.**

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

#### **4.7 Multiple or Alternate Proposals**

The Administration’s process for accepting multiple Proposals under this RFP is defined in Section 2.1.3 and also in Section 5 – Proposal Format.

#### **4.8 Economy of Preparation**

Proposals shall be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

#### **4.9 Public Information Act Notice**

An Offeror shall give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, shall not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section 5.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information shall be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

#### **4.10 Award Basis**

The Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the work as specified in this RFP. See RFP Section 6 for further award information.

#### **4.11 Oral Presentation**

Oral presentations will not be used.

## **4.12 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date for submission of Proposals or best and final offers (see Section 6.5.2.6) if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

## **4.13 Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for Proposals, any revisions will be posted exclusively on eMMA. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted timely Proposals and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Volume I – Statement of Qualifications. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

## **4.14 Cancellations**

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

## **4.15 Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, or performing any other activities related to submitting a Proposal in response to this solicitation.

## **4.16 Protest/Disputes**

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

## **4.17 Offeror Responsibilities**

The selected Offeror (the Contractor) shall be responsible for all work required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Contractor's Proposal.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If the parent organization will guarantee the performance of the subsidiary, the Offeror shall submit with its Proposal an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Contractor under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Contractor, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

#### **4.18 Mandatory Contractual Terms**

By submitting a Proposal in response to this RFP, a Contractor, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected.**

#### **4.19 Proposal Affidavit**

A Proposal submitted by an Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

#### **4.20 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit, a copy which is included as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. The Contractor must also submit a Contract Affidavit with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term.

For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

#### **4.21 Compliance with Laws/Arrearages**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

## **4.22 Verification of Registration and Tax Payment**

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at the State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit:

<https://www.egov.maryland.gov/businessexpress>

An Offeror shall complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

## **4.23 False Statements**

Offerors are advised that Maryland Code Annotated, State Finance and Procurement Article, § 11-205.1 provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
  - (1) Falsify, conceal, or suppress a material fact by any scheme or device
  - (2) Make a false or fraudulent statement or representation of a material fact; or
  - (3) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

## **4.24 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption.

The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

<https://marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

## **4.25 Prompt Payment**

This Contract and all subcontracts issued under this Contract are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. In §§A—D, the terms "undisputed amount", "prime contractor", "contractor", and "subcontractor" have the meanings stated in COMAR 21.10.08.01. A contractor shall promptly pay its subcontractors an undisputed amount to which a subcontractor is entitled for work performed under this contract within 10 days after the contractor receives a progress, semi-final, or final payment for work under this contract. If a contractor fails to make payment within the period prescribed in §B, a subcontractor may request a remedy in accordance with COMAR 21.10.08. A contractor shall include in its subcontracts for work under this contract, wording that incorporates the provisions, duties, and obligations of §§A—D, State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

The Contractor shall incorporate by reference or otherwise include these General Provisions in every subcontract issued pursuant to or under this Contract, and shall require that the same reference or inclusion be contained in every subcontract entered into by any of its subcontractors.

## **4.26 Electronic Procurements Authorized**

4.26.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Administration may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

4.26.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract.

4.26.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.

4.26.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.24 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section 4.26.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

4.26.4.1 The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:

- (a) The solicitation (e.g., the RFP)
- (b) Any amendments
- (c) Pre-Proposal conference and associated documents
- (d) Questions and responses
- (e) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror
- (f) Notices of award selection or non-selection
- (g) The Procurement Officer’s decision on any Proposal protest or Contract claim.

4.26.4.2 An Offeror or potential Offeror may use e-mail to:

- (a) Ask questions regarding the solicitation
- (b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer; and
- (c) Submit a "No Proposal Response" to the solicitation.

4.26.4.3 The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.26.5 The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

- (a) Filing of Proposal Protests

- (b) Filing of Contract Claims
- (c) Submission of documents determined by the Administration to require original signatures (e.g., Contract execution, Contract modifications, etc.)
- (d) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Offeror or Contractor be provided in writing or hard copy.

4.26.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, Contract, or direction from the Procurement Officer or Contract Monitor.

## **4.27 Disadvantaged Business Enterprise (DBE) Goals**

Disadvantaged Business Enterprise (DBE) requirements do not apply to NEVI Formula funds. Section 11101(e)(3) of the BIL provides that the DBE Program applies to the amounts made available for any program under division A (other than section 14004), division C, and 23 U.S.C. 403. The NEVI Formula Program is authorized and appropriated in division J, which is not specifically covered by Section 11101(e)(3). Moreover, while the recipients (i.e. the Administration) of NEVI Formula funds are already required to have DBE Programs, the NEVI Formula Program concerns funding for a new contracting industry which Congress has not made a finding with respect to the existence of discrimination in the contracting markets associated with the work funded by the NEVI Formula Program.

## **4.28 Contractor Registration Requirements**

Register in the System for Award Management (SAM) online at <https://www.sam.gov> prior to the time an offer is submitted for all Federal-Aid funded Contracts. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is no fee to register for this site. User guides and webinars are available under the Help tab. Allow up to 12 to 15 business days after you submit before your registration is active in SAM.

## **4.29 Prevailing Wage Requirements**

4.29.1 See the “Prevailing Wage” clause in the Contract (**Attachment F**).

4.29.2 Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website:

<http://www.dllr.state.md.us/labor/prev/livingwage.shtml>

## **4.30 Federal Funding Acknowledgment**

Contracts awarded under this solicitation will use Federal funds.

## **4.31 Conflict of Interest Affidavit and Disclosure**

The Offeror’s attention is directed to 23 CFR Section 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines “organizational conflict of interest” as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.



The Offeror is prohibited from receiving any advice or discussing any aspect relating to the project or the procurement of the Contract with any Person with an organizational conflict of interest, including, but not limited to, the Persons identified in Section 2.1.5.

By submitting its RFP, each Offeror agrees that, if an organizational conflict of interest is thereafter discovered, the Offeror must make an immediate and full written disclosure to the Administration that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Administration may, at its discretion, cancel the Contract. If the Offeror was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to SHA, the Administration may terminate the Contract for default.

Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H**, Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

#### **4.32 Non-Disclosure Agreement**

This solicitation does not require a Non-Disclosure Agreement.

#### **4.33 HIPAA - Business Associate Agreement**

A HIPAA Business Associate Agreement is not required for this procurement.

#### **4.34 Nonvisual Access**

Refer to 2.3.3 and **Attachment P**.

#### **4.35 Mercury and Products That Contain Mercury**

This solicitation does not include the procurement of products known to likely include mercury as a component.

#### **4.36 Location of the Performance of Services Disclosure**

The Contractor is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Proposal.

#### **4.37 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

#### **4.38 Small Business Reserve (SBR) Procurement**

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

## **SECTION 5 – PROPOSAL FORMAT**

### **5.1 Three Part Submission**

The Administration seeks to enter into one or more contracts with Contractors to design, construct, operate, and maintain EV charging stations in accordance with the FHWA’s NEVI Program as described elsewhere in this RFP. Prior to any award, the Administration will complete a thorough evaluation of an Offeror’s qualifications to determine if they possess the technical, financial, and administrative ability to complete the proposed work within the schedule provided. Once an Offeror has been deemed qualified, the Administration will review any Project Site Technical Proposals and separately review the associated Financial Proposals to determine if the Project Sites are most advantageous to the State and offer best value to the Administration in fulfilling its current NEVI Plan, Goals, and Program.

Offerors shall submit Proposals in three distinct volumes, as shown below:

- **Volume I – STATEMENT OF QUALIFICATIONS (One Per Offeror)**
  - Each Offeror must submit one comprehensive Statement of Qualifications as described in Section 5.4.
  - No Technical Proposal (Volume II) information or Financial Proposal (Volume III) information related to Project Sites will be reviewed in this section.
- **Volume II – TECHNICAL PROPOSAL (One Per Project Site)**
  - Offerors may submit multiple Project Sites for consideration, but each Project Site must be presented in a separate and complete Volume II (Technical Proposal) for each Project Site proposed in response to this RFP.
  - It is the Offeror’s responsibility to submit separate Technical Proposals for each Project Site that can be reviewed independent of one another. All materials pertaining to a Project Site must be contained within a separate Volume II.
  - No Qualifications (Volume I) or Financial Proposal (Volume III) information are to be presented in this section.
- **Volume III – FINANCIAL PROPOSAL (One Per Project Site)**
  - Offerors may submit multiple Project Sites for consideration, but each Project Site must be presented in a separate and complete Volume III (Financial Proposal) for each Project Site proposed in response to this RFP.
  - It is the Offeror’s responsibility to submit separate Price Proposals for each Project Site that can be reviewed independent of one another.
  - All Technical Proposal materials pertaining to a project must be contained within a separate Volume II, as described above. No Qualifications (Volume I) or Technical Proposal (Volume II) information related to Project Sites may be submitted in this section.

Additional information pertaining to the submittal requirements is described below.

### **5.2 Proposals**

5.2.1 Volume I – Statement of Qualifications, Volume II – Technical Proposal and Volume III – Financial Proposal shall be submitted separately from one another. It is required that the name, email address, and telephone number of a contact person for the Offeror be included on the cover page for each volume. Each Volume shall include the following:

- (1) RFP title and number,
- (2) Name and address of the Offeror, and
- (3) Closing date and time for receipt of Proposals

submitted to the Procurement Officer (see RFP Key Information Summary Sheet) prior to the date and time for receipt of Proposals (see RFP Section 4.6 “Proposals Due (Closing) Date and Time”).

- 5.2.2 All volumes of the Proposals shall be on 8.5” X 11” pages using a minimum font size of 12 point. Site plans, drawings, graphics, or other illustrative or graphical information may be on 11” X 17” pages. An 11” X 17” page will be considered only one page.
- 5.2.3 Volume I - Statement of Qualifications shall be in searchable Adobe .pdf format.
- 5.2.4 Volume II - Technical Proposal shall be in searchable Adobe.pdf format. A separate Technical Proposal and a separate GIS shapefile noted in RFP Section 5.5.1.2.1 are required for each Project Site.
- 5.2.5 Volume III - Financial Proposal shall be in searchable Adobe .pdf format. A separate Financial Proposal is required for each Project Site.
- 5.2.6 A second electronic version of Volume I, Volume II and Volume III in searchable Adobe .pdf format shall be submitted for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see RFP Section 4.9 “Public Information Act Notice”).
- 5.2.7 Beginning with TAB I.c (see RFP Section 5.4.2.3), all pages of all Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs I.a and I.b; see RFP Sections 5.4.2.1 and 5.4.2.2), shall be numbered using romanettes (ex. i, ii, iii, iv, v, etc.).
- 5.2.8 Proposals and any modifications to the Proposals will be shown only to State employees, members of the Evaluation Committee, and other persons deemed by the Administration to have a legitimate interest in them.

### 5.3 Delivery

- 5.3.1 All Proposals shall be submitted through eMaryland Marketplace Advantage (eMMA) online at <https://emma.maryland.gov/>. The limit to the size of each individual file that is uploaded is 300 MB. There is no limit to the number of files that can be uploaded in a single solicitation and no total limit to the size of all files uploaded in a single solicitation. eMMA accepts zipped files, but each zip file is limited in size to 300 MB. The following information must be typed in the Response Information box. In the “Project Description” type “Maryland National Electric Vehicle Infrastructure (NEVI) – Round 1”, Proposal Due Date and Time, Firm Name, Firm Address and Contract Person for this submission. **Proposals must be submitted electronically. Proposals will not be opened publicly.**
- 5.3.2 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

### 5.4 Volume I – Statement of Qualifications

**Note: No Technical Proposal (Volume II) information or Financial Proposal (Volume III) information related to projects will be reviewed in this section.**

- 5.4.1 Format of the Statement of Qualifications. The RFP sections are numbered for ease of reference. Section 5.4.2 sets forth the order of information to be provided in the Statement of Qualifications. In addition to the instructions below, responses in the Offeror’s Statement of Qualifications shall reference the organization and numbering of Sections in the RFP (ex. “Section 2.2.1 Response...”, “Section 2.2.2 Response...,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 6.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.
- 5.4.2 The Statement of Qualifications shall include the following documents and information in the order specified as follows. Each section of the Statement of Qualifications shall be separated by a TAB as detailed below:

5.4.2.1 Title Page and Table of Contents (Submit under TAB I.a). The Statement of Qualifications shall begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Statement of Qualifications, organized by section, subsection, and page number.

5.4.2.2 Claim of Confidentiality (No Page Limit) (If applicable, submit under TAB I.b). Any information which is claimed to be confidential is to be noted by reference, and if applicable, also in the Offeror's Technical Proposals (Volume II) and Financial Proposal (Volume III). An explanation for each claim of confidentiality shall be included (see Section 4.9 "Public Information Act Notice"). The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

5.4.2.3 Transmittal Letter (1 Page) (Submit under TAB I.c). A Transmittal Letter shall accompany the Statement of Qualifications. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- (1) Name and address of the Offeror;
- (2) Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- (3) Solicitation Title and Solicitation Number that the Proposal is in response to;
- (4) Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- (5) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- (6) Offeror's eMMA number;
- (7) Offeror's SAM.gov Unique Entity Identifier (UEI);
- (8) Acceptance of all State RFP and Contract terms and conditions (see Section 4.18); if any exceptions are taken, it is to be noted here and details provided in the individual Project Site submittals under Volume II – Technical Proposal;
- (9) An affirmative declaration that indicates to the best knowledge and belief of the Offeror that the information supplied in the proposal is true and accurate.
- (10) A declaration that the Offeror is prepared to provide the necessary financial, material, equipment, labor and staff resources to perform the project.
- (11) A certification that the Offeror is in compliance with State Ethics Laws prohibiting work on a matter in which a former State employee participated significantly as a State Employee for the duration of this contract.
- (12) A general authorization for the Administration to confirm all information contained in their proposal with third parties and indicated limitations, if any, to such authorization.
- (13) Acknowledgement of all addenda to this RFP.

5.4.2.4 Capability of the Offeror (5 Pages) (Submit under TAB I.d).

5.4.2.4.1

Provide a list of all organizations expected to be part of the work and provide a brief description of their roles and the team's structure. At a minimum, identify the following: Contractor, EV charging equipment supplier, EV charging equipment installer/contractor, operator, maintainer, utility provider, subcontractors, and consultant (if any). If a single entity is performing multiple of these roles, please list all the roles from the preceding list that the entity will perform.

5.4.2.4.2

List up to 10 prior EV installations completed by a member or members of your team. Please limit this list to projects installed over the last 5 years for any EV charging station that meets or is similar to the NEVI EV charging

station requirements. Highlight any Maryland installations first and then other installations in the United States. Please provide details for each prior installation including:

- Contact information
- City/State
- Address/Location
- Operational Start Date
- Number of Connectors
- Connector Types
- Power Levels
- Charger Uptime over the past 6 months
- Charger uptime % since Operational Start Date

#### 5.4.2.4.3

Describe general financial capabilities of the Offeror and document: 1) any funding commitments or financing in place today, 2) funding sources that will be available in the future that are intended to support the work proposed by the team, and 3) how the team plans to manage cash flow during the Contract term.

#### 5.4.2.4.4

Identify one Professional Engineer licensed in Maryland (including license number) that will be responsible for the electrical and civil design disciplines pertaining to the EV charging stations. Demonstrate relevant experience, skill, knowledge, and professional expertise to serve as the Professional Engineer to sign and seal the engineering drawings.

#### 5.4.2.4.5

Describe the financial structure. Include who will assume ownership of the Project Sites, receive any financial benefits, and pay for operations, maintenance, and repair.

#### 5.4.2.4.6

Provide a general description of the Offeror's approach to 1) the proposed rate structure and methodology for assessing user fees (e.g., cost +1%, additional cost at peak times, discount coupons to use EV charging station at the Project Site), 2) ensure payment options are secure, equitable, and accessible, and 3) billing practices. Provide statement confirming the approach described is consistent with NEVI formula program requirements and NEVI-related NPRM.

#### 5.4.2.4.7

Describe additional relevant team experience (if any) not captured by the previous questions.

## **5.5 Volume II – Technical Proposal**

**Note: No Qualifications (Volume I) or Financial Proposal (Volume III) information is to be presented in this section.**

Offerors must present a separate and complete Volume II (Technical Proposal) for each Project Site proposed in response to this RFP. It is the Offeror's responsibility to submit separate packages that can be reviewed independent of one another. All materials pertaining to a Project Site must be contained within a separate Volume II. Similar submittal instructions follow for Volume III – Financial Proposal.

The Technical Proposal submittal shall contain concise narrative descriptions and graphic illustrations, drawings, charts, plans and specifications that will enable the Administration to clearly understand and evaluate the offer and the characteristics and benefits of the proposed technical solutions.

The Administration reserves the right to award contracts for individual Project Sites from multiple Offerors and is not bound to accept all of the Project Sites proposed by any one Contractor.

5.5.1 Technical Proposals submitted for each Project Site shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below.

Title Page; Table of Contents; Claim of Confidentiality & exceptions to the requirements of this RFP including exceptions to the Contract (if applicable); the Proposal Affidavit (**Attachment C**); Location of the Performance of Services Disclosure (**Attachment L**) and any other attachments (Submit under TAB II.a). Begin Volume II-Technical Proposal with the requirements within Sections 5.4.2.1, Title Page and Table of Contents and 5.4.2.2, Claim of Confidentiality.

5.5.1.1 Project Site Information (No page limit) (Submit under Tab II.b). Provide a completed Site Information Spreadsheet. The .xlsx file shall also be provided with the Technical Proposal submission.

5.5.1.2 Project Site Narrative (10 pages) (Submit under TAB II.c). In this section, the Offeror shall provide the following information:

- 5.5.1.2.1 Project Site Location, Details and Layout – Provide the following information on the Project Site location:
- a. Describe the site(s)' strength in supporting the Administration in meeting the federal build out requirements by filling in gaps between existing sites to achieve the  $\leq 50$  miles between one station/site (minimum two stations) requirement.
  - b. If you answered yes to the site being entirely or partially in a FEMA floodzone, identify the risk associated with locating EV charging station at this site and plans for mitigating this risk. Refer to the Maryland Department of the Environment's "[Flood Risk Application](#)" and "[Coast Smart CRAB \(Climate Ready Action Boundary\)](#)."
  - c. Provide a drawing and a brief narrative of the proposed site layout and scope of work including total number of DCFC stalls with dedicated DCFC charging ports, types of connectors that will be used for the site, overall power capacity of the site, and any pertinent layout details. The drawing shall include the worst-case limits of disturbance (LOD) for the work (a GIS shapefile with the linework for the worst-case LOD shall be provided with the Technical Proposal)
  - d. Provide details of the proposed EV charging equipment and confirm equipment complies with the NEVI NPRM.
  - e. Describe any additions or improvements to the site and/or amenities that will improve a user's overall experience, e.g., canopies, lighting, dedicated staff for EV charging support, etc.
  - f. Describe EV charging station access during times of emergency such as evacuation during natural disasters.
  - g. Describe if the EV charging equipment and supporting infrastructure is hardened against damage or loss of service due to weather, transient surge voltages, traffic incidents, vandalism, or other environmental factors.
  - h. Describe site compliance with ADA, 42 U.S.C. 12101 et seq., and 49 U.S.C. 322 or describe modifications proposed to make the site compliant.

#### 5.5.1.2.2

#### Project Approach and Site Readiness

- a. Describe your team’s approach to project planning including review of the site for potential eligibility under the United States Department of Transportation’s [Adoption of Electric Vehicle Charging Stations Categorical Exclusion](#) and the [Advisory Council on Historic Preservation guidance on exemptions for the NEVI program](#). The Offeror shall complete and submit a draft PCE Form included in **Attachment S** for each Project Site and include it in TAB II.f. The draft PCE Form will not be included in the page count.
- b. Provide an estimate of the project schedule/timeline along with major project milestones. Discuss plans to ensure the EV charging station site will be installed and ready for public use in a reasonable time and how you are working to mitigate supply chain delays, and other potential project delays. For purposes of estimating, assume the first Notice to Proceed-1 date of September 3, 2024.
- c. Describe the current state of the site and development required to prepare for EV charging installation. Include any applicable site development needs including plans for site acquisition, site construction, or other site preparation other than power-related preparation. If you answered yes to site requires expansion or answered there is no existing development on site, please describe what will be required for the construction and/or expansion of existing development/paved area.
- d. Identify potential risks, issues, challenges, and needs related to the candidate site and plans for mitigating these risks.
- e. Describe your team’s approach to design and permitting including the permits and approvals that are expected to be needed for the Project Site. If you answered yes to being in contact with county/local permitting office, please describe the coordination that has occurred between the Contractor and the permitting authority.
- f. Describe the coordination efforts between the Contractor or site host and the utility provider for your specific site including how power will be transmitted to the site, and any upgrades that are required. If you answered yes to being in contact with utility provider, please describe the coordination that has occurred between the Contractor and the utility provider.
- g. Describe your team’s plan for public and/or stakeholder engagement or outreach. If you intend for no public and/or stakeholder engagement or outreach, describe why there will be none.

#### 5.5.1.2.3

#### Operations & Maintenance

- a. Describe your team’s plan to operate and maintain the facility for the five-year period, and your plan for the Contract Expiry Obligations.
- b. Describe your team’s your team’s approach to meet the 97.00% uptime requirement.
- c. Describe processes and procedures related to data sharing responsibilities and identify critical cybersecurity and data safety issues with appropriate measures to manage cybersecurity for all parties involved.
- d. If you answered yes to requiring user payment, describe how you will use Program Income derived from the operation of this EV Charging Station.
- e. If you answered yes to requiring payment, describe your pricing structure, including any fees.
- f. Describe your team’s customer service plan including ensuring multilingual access and access for people with disability.

#### 5.5.1.2.4

#### Sustainability, Equity, Resilience, Future Proofing, and Economic Development

- a. If you answered yes to including renewable energy, describe any usage of renewable energy

- sources in the EV charging process for this site.
- b. If you answered yes to including battery storage or mobile charging, describe any innovative technologies used and/or innovative approaches, such as mobile charging, on-site battery storage to site design or operation being employed on the project.
- c. Describe the plan for the site to serve users with disabilities including access to amenities at the site.
- d. Describe your plan for addressing additional components of the Justice40 Initiative to allow for a more equitable charging experience for all users.
- e. Describe any additional equipment that could improve site resiliency and how the site will accommodate that equipment.
- f. If you answered yes to including make-ready costs, describe the potential for additional charging ports, stalls, connectors, and power to be provided in the future as well as the potential to allow for parking and charging of medium-and/or heavy-duty vehicles, if any.

#### 5.5.1.2.5 Safety and Training

- a. Describe all safety considerations at the site, including safety for users and safety equipment (e.g., site lighting, fire extinguisher, Automated External Defibrillator (AED), automatic safety shutoff, etc.)
- b. Describe the plan for potential EV charging station incidents and explain the management approach and strategies to facilitate site safety as well as safety during construction.
- c. Describe your team’s plan for workforce training and meeting Electric Vehicle Infrastructure Training Program certification.

5.5.1.3 Site Access Landowner Authorization Form (No page limit) (Submit under TAB II.d). In order to allow for sufficient review of Project Sites during the proposal review stage, Offerors must submit a completed Site Access Landowner Authorization Form for each Project Site. This form has been included as **Attachment Q** to this RFP. The Administration will make appropriate notifications to the Offeror in advance of site visits.

5.5.1.4 Site Host Agreement (No page limit) (Submit under TAB II. e). The Offeror shall provide any agreements, contingent or otherwise, or memorandums of understanding (MOU) with site owners and utility companies to demonstrate the Offeror is able to secure necessary property rights, easements, rights-of-way, and access to the to the Project Site to fulfill the obligations under this Contract.

5.5.1.5 Draft Programmatic Categorical Exclusion (PCE) Form (No page limit) (Submit under TAB II.f). In order to allow for sufficient review during the proposal review stage, Contractors must submit a completed draft Programmatic Categorical Exclusion (PCE) for each Project Site. This form has been included in **Attachment S** to this RFP.

## 5.6 Volume III – Financial Proposal

**Note: No Qualifications (Volume I) or Technical Proposal (Volume II) information related to projects will be reviewed in this section.**

5.6.1 Submittal Requirements: The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Contractor shall only provide the information in the Financial Proposal Instructions.

The Administration intends to enter in a single Contract with the Contractor for all of its Project Sites selected as most advantageous to the State.



All costs related to the Project Site offered must be included in the Financial Proposal. No additional charges for travel, per diem, or cost of any services will be allowed. All Financial Proposals will be compared to project cost data maintained by the Administration.

The Contractor assumes all risk with performance of the work, including purchase of the property, management of its subcontractors, suppliers, and any associated cost impacts over and above the cost submitted in response to this RFP.

5.6.2 Proposal Guaranty: A bid security is not required on Contract Proposals under \$100,000. A bid security totaling at least five percent (5%) of the bid amount will be required on contracts of \$100,000 or over.

Acceptable forms of security for bid guaranty shall be:

- (1) A bond in a form satisfactory to the State underwritten by a company licensed to issue bonds in this State
- (2) A bank certified check, bank cashier's check, bank treasurer's check, or cash
- (3) Pledge of security backed by the full faith and credit of the United States government or bonds issued by the State of Maryland

See COMAR 21.06.07.09 for the preferred form of bid bond.

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## **SECTION 6 – EVALUATION AND SELECTION PROCESS**

### **6.1 Evaluation Committee**

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror discussions, and provide input to the Procurement Officer. The Administration reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

### **6.2 Statement of Qualifications Evaluation Criteria**

The quality ratings assigned for Volume I – Statement of Qualifications (SOQ) will be **ACCEPTABLE** or **UNACCEPTABLE**. Any Offeror with a SOQ that receives a rating of **UNACCEPTABLE** will not be eligible for award.

Quality ratings for the SOQ will be based on the following quality rating criteria:

- **ACCEPTABLE:** The Offeror has presented information relative to its qualifications, which is considered to meet the stated objectives/requirements.
- **UNACCEPTABLE:** The Offeror has presented information relative to its qualifications that contains significant weaknesses and/or deficiencies. Weaknesses/deficiencies are so major and/or extensive that a major revision to the SOQ would be necessary and/or are not correctable.

### **6.3 Technical Proposal Evaluation Criteria**

The ratings assigned to the technical evaluation factors will be compiled to determine an individual quality rating for Volume II - Technical Proposal. The ratings of each of the technical evaluation factors and the overall technical rating for the Technical Proposal will be arrived at through a consensus process using qualitative, adjectival ratings. Numerical scores will not be assigned.

All of the Administration's goals are necessary for project success. Contractors are cautioned not to overemphasize an approach of certain goals at the expense of other goals. Additional information is provided in Section 6.5.3 – Award Determination.

Quality ratings for each technical evaluation factor and the overall technical rating for the RFP will be based on the following quality rating criteria:

- **EXCEPTIONAL:** The Offeror has demonstrated a complete understanding of the subject matter and the Proposal advances the Project goals to an exceptional level. The Proposal communicates an outstanding commitment to quality in all aspects of the work. The Proposal outlines a strong approach to mitigating project specific risks and inspires confidence that all contract requirements will be met or exceeded. The Proposal contains significant strengths and minor weaknesses, if any.
- **GOOD:** The Offeror has demonstrated a strong understanding of the subject matter and the Proposal advances the Project goals to a high level. The Proposal communicates a commitment to quality in all aspects of the work. The Proposal defines an approach to mitigating project specific risks with little risk that the Offeror would fail to meet the requirements of the contract. The Proposal contains strengths that outweigh weaknesses.
- **ACCEPTABLE:** The Offeror has demonstrated an adequate understanding of the subject matter and the Proposal meets the Project goals. The Proposal communicates a commitment to quality work. Project specific risks have been identified and the Offeror has a reasonable probability of successfully completing the work. The Proposal contains strengths that are offset by weaknesses.

- **UNACCEPTABLE:** The Offeror has not demonstrated an understanding of the subject matter and the Proposal presents an approach which does not address the goals of the Project. The Proposal fails to meet stated requirements and/or lacks essential information. The commitment to quality is not adequate. Project specific risks are not addressed, and the Proposal generates little confidence that the Project requirements can be met. The Proposal contains deficiencies, significant weaknesses and minor strengths, if any.

The evaluators may also use a plus (+) or minus (-) suffix to further differentiate the strengths or limitations within a technical rating of **EXCEPTIONAL**, **GOOD**, and **ACCEPTABLE**.

The term “Weakness,” as used herein, means any flaw in the proposal that increases the risk of unsuccessful contract performance. A significant Weakness in the Proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. Any proposal that receives an overall rating of **UNACCEPTABLE** in one or more technical evaluation factors will receive an overall rating of **UNACCEPTABLE** and the Proposer will not be eligible for award.

The relative importance of the technical evaluation factors will be weighted based on the following criteria:

- Critical – Factors weighted as Critical are approximately three times the relative importance of Important.
- Significant – Factors weighted as Significant are approximately two times the relative importance of Important.

The following is the weighting of the technical evaluation factors in RFP Section 5.5.1.2:

- Project Site Location, Details and Layout – Critical
- Project Approach and Site Readiness – Critical
- Operations & Maintenance – Critical
- Sustainability, Equity, Resilience, Future Proofing, and Economic Development – Significant
- Safety and Training – Important

## **6.4 Financial Proposal Evaluation Criteria**

The Administration reserves the right to reject any Proposal if it determines that the Financial Proposal is unacceptable. A Financial Proposal shall be deemed unacceptable if the Administration determines, in its sole discretion, that it fails to conform to the submittal requirements included in RFP Section 5.6. A Financial Proposal shall be deemed unacceptable if the Administration determines, in its sole discretion, that Offerors are requesting more than an 80 percent federal cost share of the eligible costs.

The Administration reserves the right to reject all original offers and require one or more of the Offerors to submit Best and Final Offers (BAFOs), prepared in collaboration with the Administration after the initial responses to the RFP have been evaluated.

## **6.5 Selection Procedures**

6.5.1 General. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. Communications, or written exchanges between the Administration and an Offeror, may be used after receipt of Proposals. Communications will be used to address issues which might prevent a Proposal from being reasonably susceptible for award (being placed in the competitive range). Communications may be conducted to enhance the Administration’s understanding of Proposals, allow reasonable interpretation of the Proposal, or facilitate the evaluation process. Communications cannot be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the Proposal, or otherwise revise the Proposal. Communications may address ambiguities in the Proposal or other concerns and information related to past performance.

The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will subsequently be returned if the Financial Proposal is unopened at the time of the determination.

## 6.5.2 Selection Process Sequence

6.5.2.1 A determination is made that all Minimum Qualifications, if any (See RFP Section 1), have been satisfied.

6.5.2.2 Volume I - Statement of Qualifications (SOQ) from each Offeror will be evaluated and assigned a rating of Acceptable or Unacceptable. If the SOQ is deemed to be Unacceptable, the Evaluation Committee will not proceed to review any subsequent Technical Proposals or Financial Proposals from the Offeror.

6.5.2.3 If an Offeror's SOQ is assigned a rating of Acceptable, each Volume II - Technical Proposal for Project Sites will first be reviewed to determine if the Project Site meets the requirement of RFP Section 2.2.2 and RFP Section 2.2.4. If the Project Site does not meet the requirement of RFP Sections 2.2.2 or 2.2.4, the Technical Proposal will be assigned a rating of Unacceptable and Technical Proposal for the Project Site will not be further reviewed nor will the Financial Proposal for the Project Site be reviewed.

6.5.2.4 If the Project Site meets the requirements of RFP Sections 2.2.2 and 2.2.4, the Technical Proposal will be evaluated for technical merit.

6.5.2.5 The Financial Proposal of each submitted Project Site for which a Technical Proposal review was evaluated for technical merit will then be evaluated. A separate Volume III – Financial Proposal is required per Project Site.

6.5.2.6 When in the best interest of the State, discussions may be held for Offeror's Proposals deemed reasonably susceptible for award. After discussions, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

## 6.5.3 Award Determination

Upon completion of the Administration's review of the Technical and Financial Proposals, a fully integrated trade off analysis to differentiate which Offeror's submittals are the most advantageous to the State will be performed. The quality ratings for Volume II will be considered in conjunction with Volume III – Financial Proposal. The rating for Volume II, along with the Administration's analysis of Volume III, will be combined to form the basis for selection of Project Sites that represent the best value to the Administration. When determining which Offeror's submittals are most advantageous to the State, the overall technical factors will have a higher relative importance than the Financial Proposal. In determining the most advantageous to the State, only one Project Site will be selected that fills a gap to meet federal build out requirements.

A tradeoff analysis can be as simple or complex as needed to differentiate which Offerors are the most advantageous to the State and provide the "Best Value". In performing the tradeoff analysis, the Evaluation Committee, chaired by the Procurement Officer, will consider the facts and circumstances of the procurement and utilize its technical judgment and discretion in considering the strengths, weaknesses, and deficiencies of each Offerors submittal to determine the most advantageous to the State.

## **6.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- (1) Contract (**Attachment M**),
- (2) Contract Affidavit (**Attachment N**),
- (3) Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.1 "Insurance Requirements," listing the State as an additional insured, if applicable; \*see Section 3.1
- (4) Performance Bond(s) and Payment Bond(s); \*see Section 3.2

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## **RFP ATTACHMENTS**

### **ATTACHMENT A – Pre-Proposal Conference Response Form**

It is requested that this form be completed and submitted as described in RFP Section 4.2 by those potential Offerors that plan on attending the Pre-Proposal Conference.

### **ATTACHMENT B – Financial Proposal Instructions**

The Financial Proposal Form must be submitted per the instruction in the Financial Proposal Instructions.

### **ATTACHMENT C – Proposal Affidavit**

This Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT D – Disadvantaged Business Enterprise Forms (Not Included)**

Not required.

### **ATTACHMENT E – Veteran-Owned Small Business Enterprise (Not Included)**

Not required.

### **ATTACHMENT F – Prevailing Wage Instructions**

**Attachment F-1** DLLR Prevailing Wage Instructions for the Contractor & Subcontractor

**Attachment F-2** County Wage Rate Determinations

### **ATTACHMENT G – Federal Contract Provisions**

These Attachments will be considered part of the Contract.

### **ATTACHMENT H – Conflict of Interest Affidavit and Disclosure**

This Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT I – Non-Disclosure Agreement**

Not required.

### **ATTACHMENT J – HIPAA Business Associate Agreement (Not Included)**

Not required.

### **ATTACHMENT K – Mercury Affidavit**

Not required.

### **ATTACHMENT L – Location of the Performance of Services Disclosure**

This Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT M – Contract**

This is the form of contract used by the Administration. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed Contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully executed copy will be sent to the Contractor.

### **ATTACHMENT N – Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

Not required.

**ATTACHMENT P – Information Technology (IT) Requirements**

Requirements that must be met for the Contract.

**ATTACHMENT Q – Site Access Landowner Authorization Form**

Offerors must submit a completed Site Access Landowner Authorization Form with each Volume II – Technical Proposal prepared as part of this RFP.

**ATTACHMENT R – Quarterly Progress Report & Data Capture Requirements**

Contract reporting requirements that must be met.

**ATTACHMENT S – NEPA Programmatic Categorical Exclusion**

Offerors must complete a draft Programmatic Categorical Exclusion (PCE) Form for each Project Site and submit with Volume II – Technical Proposal prepared as part of this RFP.

**ATTACHMENT T – Service Level Agreement Guidance**

Contract O&M requirements that must be met.

**ATTACHMENT U – EV Parking Sign Details**

Standard regulatory signs to be used at publicly accessible plug-in EV charging spaces

**ATTACHMENT V – NEVI Federal Standards and Requirements**

A restatement of the standards and requirements of the NEVI Federal Rule.

**ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Contract No. AZ3405186**

**MARYLAND NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE (NEVI) - ROUND 1**

A Pre-Proposal Conference will be held at the date, time, and location indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

Please return this form at least five (5) Business Days prior to the Pre-Proposal Conference date, advising whether or not you plan to attend. The completed form shall be returned via e-mail to the Procurement Officer. The Procurement Officer's contact information is provided in the RFP Key Information Summary Sheet.

Please indicate:

\_\_\_\_\_ Yes, the following representatives (include name and email address) will be in attendance:

- 1.
- 2.
- 3.

\_\_\_\_\_ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 "Pre-Proposal Conference"):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm (please print)



**ATTACHMENT B – FINANCIAL PROPOSAL INSTRUCTIONS**

For the Financial Proposal Form, respond to the following questions. The page limit for the Financial Proposal Form is five pages including the submittal information.

1. What is the overall eligible cost of the Project Site as proposed?

Please provide costs in a format similar the table below. The list in the table is not exhaustive and the Offeror shall provide a breakdown in as much detail as possible to document the costs of the Project Site. This includes noting which are “eligible costs” which includes the equipment necessary for the project and which are believed to be “ineligible costs” which includes the other expenses related to the project. This will assist the Administration in determining the amount of federal funding being requested as well as compliance with the 20% non-federal cost share requirement.

Total Project Site Costs include eligible and ineligible costs (see RFP Section 2.2) associated with the entire Project Site. Eligible Costs are those costs that qualify for funding under Section 2.2 of this RFP. Ineligible Costs are those costs that do not qualify for funding.

<b>Total Project Site Costs</b>	<b>Description</b>	<b>Estimated Cost</b>
Total Ineligible Costs		
Total Eligible Costs		
<b>Total Project Site Costs (Total Ineligible Costs Plus Total Eligible Costs)</b>		

**Eligible Costs**

<b>Eligible Costs</b>	<b>Description</b>	<b>Number of Each Item (if applicable)</b>	<b>Estimated Costs</b>
Design Costs			
Charging station (make and model)			
Required Permits			
Payment and tracking technologies (key pads, credit card readers, etc.)			
Electrical equipment			
Electrical conduit			

Security fencing (fencing around the station only)			
Concrete pad (concrete only)			
Bollards and car stops			
Other necessary equipment for the charging station			
Necessary signage (i.e. directional signage, safety and usage signage, etc.)			
Labor			
Other			
<b>Total Eligible Costs</b>			

**Ineligible Costs**

Ineligible Costs	Description	Number of Each Item (if applicable)	Estimated Costs
Administration			
Printing and supplies			
Office equipment			
Acquisition of real estate property			
Travel			
Landscaping			
(add rows as necessary)			
(add rows as necessary)			
<b>Total Ineligible Costs</b>			

2. What is the overall amount being requested from SHA, Total Proposal Price? (Note – maximum is 80% of Total Eligible Costs)

Submitted By:

Authorized Signature: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

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

Location(s) from which services will be performed (City/State): \_\_\_\_\_

FEIN: \_\_\_\_\_ eMMA #: \_\_\_\_\_

Contact Information of Above Authorized Signatory:

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_

## ATTACHMENT C – PROPOSAL AFFIDAVIT

### A. AUTHORITY

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Contractor hereby certifies and agrees that the following information is correct: In preparing its Proposal on this project, the Contractor has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Proposal submitted by the Contractor on this project, and terminate any contract awarded based on the Proposal. As part of its Proposal, the Contractor herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Contractor discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Contractor agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### B-1. CERTIFICATION REGARDING DISADVANTAGED BUSINESS ENTERPRISES

The undersigned Contractor hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a Contractor may not identify a certified disadvantaged business enterprise in a Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified disadvantaged business enterprise to identify the certified disadvantaged Proposal;
- (2) Fail to notify the certified disadvantaged business enterprise before execution of the contract of its inclusion in the Proposal;
- (3) Fail to use the certified disadvantaged business enterprise in the performance of the contract; or
- (4) Pay the certified disadvantaged business enterprise solely for the use of its name in the Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Proposal submitted by the Contractor on this project, and terminate any contract awarded based on the Proposal.

#### B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES

The undersigned Contractor hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Proposal preference or a procurement contract;

- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or Federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under State or Federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) 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 in connection with the submission of Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (6) 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 subsections (1)—(5) above;
- (7) Been found civilly liable under a State or Federal antitrust statute for acts or omissions in connection with the submission of Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
- (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
    - (i) Made the finding; and
    - (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review; or
- (15) 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 in §§ B and C and subsections D(1)—(14)

above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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 proceedings, 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).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

(1) The business was not established and 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):

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**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above 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.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the Contractor or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Proposal is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_.

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by Federal law.

**M. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.



**N. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other States; and (4) 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 Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) 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.

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**ATTACHMENT D – DISADVANTAGED BUSINESS ENTERPRISE FORMS**

This solicitation does not include a Disadvantaged Business Enterprise goal.

**ATTACHMENT E – VETERAN-OWNED SMALL BUSINESS ENTERPRISE**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**ATTACHMENT F – PREVAILING WAGE INSTRUCTIONS**

**CONTRACT PROVISIONS**

CONTRACT NO. AZ3405186

**PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR**

1 of 4

**PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR**

**PAYROLLS.**

**Non-Federally Funded Contracts.** The Division of Labor and Industry, Prevailing Wage Unit is requiring that all certified payroll records be submitted electronically. For instructions on how to register and submit go online to [www.dllr.state.md.us/prevwage](http://www.dllr.state.md.us/prevwage) and follow the instructions for registering. The regulation addressing this change can be found at COMAR 21.11.11.02. For Non-Federally funded projects, which include prevailing wage rates, the prime Contractor and each subcontractor, shall submit the certified payroll electronically and provide one hard copy to the Project Engineer. All wages shall be paid in conformance with the State Finance and Procurement Article, Section 17-201-17-226 of the Annotated Code of Maryland and the Fair Labor Standards Amendments of 1974 (P.L. 93259). If the award amount of a Non-Federally funded job is less than \$250,000, the project will be exempt from prevailing wage requirements.

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

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

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

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

**CONTRACT PROVISIONS**

CONTRACT NO. AZ3405186

**PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR**

2 of 4

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

**CONTRACT PROVISIONS**

CONTRACT NO. AZ3405186

**PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR**

3 of 4

**OVERTIME.**

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

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

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

**PENALTIES.**

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

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

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

**ADDITIONAL CLASSIFICATIONS.**

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

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

**CONTRACT PROVISIONS**

CONTRACT NO. AZ3405186

**PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR**

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**INQUIRIES.**

Request for information or questions shall be addressed to:

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



ATTACHMENT F-1

**Prevailing Wage Instructions for Contractors and Subcontractors**



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**STATE OF MARYLAND**

**DEPARTMENT OF LABOR  
DIVISION OF LABOR AND INDUSTRY  
PREVAILING WAGE SECTION  
1100 N. Eutaw Street, Room 607  
Baltimore, MD 21201  
(410) 767-2342**

**PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR**

The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to <https://www.dlir.state.md.us/prevwage> and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line 53overnmied payroll information).

If you have technical questions regarding electronic submittal, contact the Department at [dldlirprevailingwage-dlir@maryland.gov](mailto:dldlirprevailingwage-dlir@maryland.gov).

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for 53overnm ying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. 53over f fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

## **PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR [con't]**

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are \$10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person 's wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the LABOR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the retained at the worksite and available for review upon request by the Commissioner of Labor and Industry's designee.

**\*\*Each contractor under a public work contract subject to Section 17-219 shall:**

1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
2. Keep the statement posted during the full time that any employee is employed on the public work contract.
3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.

**\*\*Penalty – Subject to Section 10-1001 of the State Government Article, the Commissioner may impose on a person that violates this section a civil penalty of up to \$50.00 per violation.**

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic's work, NOR USE TOOLS peculiar to established trades.

## **PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR & SUBCONTRACTOR [con't]**

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor (LABOR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the Maryland Register.

**IMPORTANT: Please note that the obligations under this law will become effective on JULY1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.**

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at [dldlprevailingwage-dllr@maryland.gov](mailto:dldlprevailingwage-dllr@maryland.gov) or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

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**For additional information, contact:  
Division of Labor and Industry  
Maryland Apprenticeship and Training  
1100 North Eutaw Street, Room 606  
Baltimore, Maryland 21201  
(410) 767-2246  
E-Mail Address: [matp@dllr.state.md.us](mailto:matp@dllr.state.md.us)**

**ATTACHMENT F-2**  
**County Wage Rate Determinations**

"General Decision Number: MD20240090 01/05/2024

Superseded General Decision Number: MD20230090

State: Maryland

Construction Type: Highway

County: Allegany County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-008 08/29/2019

	Rates	Fringes
CARPENTER.....	\$ 19.26	6.53
CEMENT MASON.....	\$ 19.88	6.53
ELECTRICIAN.....	\$ 32.90	17.64
IRONWORKER, REINFORCING.....	\$ 32.60	18.93
LABORER		
Air Tool Operator.....	\$ 20.71	19.80
Asphalt Paver.....	\$ 20.71	19.80
Asphalt Raker.....	\$ 20.71	19.80
Blaster-Dynamite.....	\$ 20.71	19.80
Burner.....	\$ 20.71	19.80
Common.....	\$ 20.71	19.80
Concrete Puddler.....	\$ 20.71	19.80
Concrete Surfacers.....	\$ 20.71	19.80
Concrete Tender.....	\$ 20.71	19.80
Concrete Vibrator.....	\$ 20.71	19.80
Density Gauge.....	\$ 20.71	19.80
Fireproofers-Mixer.....	\$ 20.71	19.80
Flagger.....	\$ 20.71	19.80
Grade Checker.....	\$ 20.71	19.80
Hand Roller.....	\$ 20.71	19.80
Hazardous Material Handler..	\$ 20.71	19.80
Jackhammer.....	\$ 20.71	19.80
Landscaping.....	\$ 20.71	19.80
Layout.....	\$ 20.71	19.80
Luteman.....	\$ 20.71	19.80
Mason Tender.....	\$ 20.71	19.80
Mortar Mixer.....	\$ 20.71	19.80
Pipelayer.....	\$ 20.31	18.80
Plasterer-Handler.....	\$ 20.71	19.80
Scaffold Builder.....	\$ 20.71	19.80
Tamper.....	\$ 20.71	19.80
MILLWRIGHT.....	\$ 30.92	17.50
PAINTER: Bridge.....	\$ 34.23	11.89
PLUMBER.....	\$ 32.18	14.18
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 32.77	13.95
Backhoe.....	\$ 32.22	13.95+a
Broom/Sweeper.....	\$ 32.22	13.95
Bulldozer.....	\$ 32.22	13.95+a
Crane.....	\$ 33.37	13.95+a
Drill-Rig.....	\$ 21.65	6.53
Excavator.....	\$ 32.22	13.95+a
Forklift.....	\$ 32.22	13.95
Grader.....	\$ 32.22	13.95+a
Loader.....	\$ 32.22	13.95+a
Mechanic.....	\$ 32.22	13.95
Milling Machine.....	\$ 32.77	13.95+a
Paver.....	\$ 32.22	13.95
Rock/Stump Tub Grinder.....	\$ 32.22	13.95
Roller-Asphalt.....	\$ 32.22	13.95

Roller-Earth.....	\$ 19.34	6.53
Screed.....	\$ 21.57	6.53
Skid Steer (Bobcat).....	\$ 32.22	13.95+a
Trencher.....	\$ 39.50	12.13

STEAMFITTER/PIPEFITTER.....\$ 32.18 14.18

TRUCK DRIVER

Dump.....	\$ 18.38	6.53
Dump-Articulating.....	\$ 18.76	6.53
Flatbed.....	\$ 23.00	7.75
Tack/Tar.....	\$ 16.50 **	3.75
Tractor Trailer.....	\$ 20.65	6.53
Water.....	\$ 19.17	6.53

FRINGE BENEFITS:

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

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

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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



based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240105 01/05/2024

Superseded General Decision Number: MD20230105

State: Maryland

Construction Type: Highway

County: Anne Arundel County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-023 09/04/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 26.66	14.80
Shoring Scaffold Builder....	\$ 26.66	14.80
CEMENT MASON.....	\$ 36.76	9.61
ELECTRICIAN.....	\$ 36.60	17.51
IRONWORKER (Fence Erector).....	\$ 28.23	19.64
IRONWORKER, REINFORCING.....	\$ 27.98	18.89
IRONWORKER, STRUCTURAL.....	\$ 28.87	19.64
LABORER		
Air Tool Operator.....	\$ 16.79 **	5.77
Asphalt Paver.....	\$ 16.79 **	5.77
Asphalt Raker.....	\$ 17.00 **	6.14
Blaster-Dynamite.....	\$ 16.79 **	5.77
Burner.....	\$ 16.79 **	5.77
Common.....	\$ 17.00 **	6.14
Concrete Puddler.....	\$ 17.00 **	6.14
Concrete Surfacers.....	\$ 16.79 **	5.77
Concrete Tender.....	\$ 17.00 **	6.14
Concrete Vibrator.....	\$ 17.00 **	6.14
Density Gauge.....	\$ 17.00 **	6.14
Fireproofers-Mixer.....	\$ 17.00 **	6.14
Flagger.....	\$ 17.00 **	6.14
Grade Checker.....	\$ 17.00 **	6.14
Hand Roller.....	\$ 17.00 **	6.14
Hazardous Material Handler..	\$ 16.79 **	5.77
Jackhammer.....	\$ 17.00 **	6.14
Landscaping.....	\$ 17.00 **	6.14
Layout.....	\$ 17.00 **	6.14
Luteman.....	\$ 17.00 **	6.14
Mason Tender.....	\$ 16.79 **	5.77
Mortar Mixer.....	\$ 17.00 **	6.14
Pipelayer.....	\$ 16.79 **	5.77
Plasterer-Handler.....	\$ 17.00 **	6.14
Scaffold Builder.....	\$ 16.79 **	5.77
Tamper.....	\$ 17.00 **	6.14
MARINE BOAT OPERATOR.....	\$ 26.29	5.87
MILLWRIGHT.....	\$ 31.11	16.00
PAINTER: Bridge.....	\$ 33.79	11.49
PILEDRIVERMAN.....	\$ 33.32	4.43
POWER EQUIPMENT OPERATOR		
Backhoe.....	\$ 28.45	11.95
Belt Press.....	\$ 29.63	14.31+a+b
Boom Truck.....	\$ 20.00	3.07
Broom/Sweeper.....	\$ 27.55	11.95
Bulldozer.....	\$ 28.45	11.95
Concrete Curb and Gutter		
Pan.....	\$ 24.85	11.79+a

Crane.....	\$ 34.70	15.40+a
Drill-Rig.....	\$ 28.45	11.95
Excavator.....	\$ 28.45	11.95+a
Forklift.....	\$ 25.49	11.95
Gradall.....	\$ 29.45	11.95+a
Grader.....	\$ 29.45	11.95+a
Guard Rail Post Driver.....	\$ 24.85	11.55
Loader.....	\$ 28.45	11.95
Mechanic.....	\$ 28.45	11.95
Milling Machine.....	\$ 28.45	11.95
Paver.....	\$ 27.55	11.95
Roller - Asphalt.....	\$ 27.55	11.95
Roller - Earth.....	\$ 19.78	7.89
Screed.....	\$ 26.72	8.16
Skid Steer (Bobcat).....	\$ 25.49	11.95
Skidder.....	\$ 17.25	10.05
Trencher.....	\$ 24.00	7.71
Vaccum Truck.....	\$ 25.50	12.65

SHEET METAL WORKER.....\$ 40.27 20.43

STEAMFITTER/PIPEFITTER.....\$ 25.00 10.30

TRUCK DRIVER

Dump.....	\$ 18.50	6.58
Flatbed.....	\$ 19.50	4.72
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 28.66	10.95
Tractor Trailer.....	\$ 26.95	11.55
Water.....	\$ 24.94	7.58

FRINGE BENEFITS:

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

### Union Average Rate Identifiers

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

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

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### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240092 01/05/2024

Superseded General Decision Number: MD20230092

State: Maryland

Construction Type: Highway

County: Baltimore City County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-010 08/29/2019

	Rates	Fringes
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Shoring Scaffold Builder....	\$ 26.66	14.80
CEMENT MASON.....	\$ 36.76	9.61
ELECTRICIAN.....	\$ 36.60	17.51
IRONWORKER (Fence Erector).....	\$ 28.23	19.64
IRONWORKER, REINFORCING.....	\$ 27.98	18.89
IRONWORKER, STRUCTURAL.....	\$ 29.25	21.46
LABORER		
Air Tool Operator.....	\$ 17.09 **	7.29
Asphalt Paver.....	\$ 17.09 **	7.29
Asphalt Raker.....	\$ 17.00 **	6.14
Blaster-Dynamite.....	\$ 17.09 **	7.29
Burner.....	\$ 17.09 **	7.29
Common.....	\$ 17.00 **	6.14
Concrete Puddler.....	\$ 17.00 **	6.14
Concrete Surfacers.....	\$ 17.09 **	7.29
Concrete Tender.....	\$ 17.00 **	6.14
Concrete Vibrator.....	\$ 17.00 **	6.14
Density Gauge.....	\$ 17.00 **	6.14
Fireproofers-Mixer.....	\$ 17.00 **	6.14
Flagger.....	\$ 17.00 **	6.14
Grade Checker.....	\$ 17.00 **	6.14
Hand Roller.....	\$ 17.00 **	6.14
Hazardous Material Handler..	\$ 17.09 **	7.29
Jackhammer.....	\$ 17.00 **	6.14
Landscaping.....	\$ 17.00 **	6.14
Layout.....	\$ 17.00 **	6.14
Luteman.....	\$ 17.00 **	6.14
Mason Tender.....	\$ 17.09 **	7.29
Mortar Mixer.....	\$ 17.00 **	6.14
Pipelayer.....	\$ 17.09 **	7.29
Plasterer-Handler.....	\$ 17.00 **	6.14
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MILLWRIGHT.....	\$ 31.11	16.00
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PILEDRIVERMAN.....	\$ 30.18	15.15
POWER EQUIPMENT OPERATOR		
Bakhoe.....	\$ 28.45	11.95
Belt Press.....	\$ 29.63	14.31+a+b
Boom Truck.....	\$ 20.00	3.07
Broom/Sweeper.....	\$ 27.55	11.95
Bulldozer.....	\$ 28.45	11.95
Concrete Curb and Gutter		
Pan.....	\$ 24.85	11.79+a

Crane.....	\$ 34.70	15.40
Drill-Rig.....	\$ 28.45	11.95
Excavator.....	\$ 28.45	11.95
Forklift.....	\$ 25.49	11.95
Gradall.....	\$ 29.45	11.95
Grader.....	\$ 29.45	11.95+a
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Loader.....	\$ 28.45	11.95
Mechanic.....	\$ 28.45	11.95
Milling Machine.....	\$ 28.45	11.95
Paver.....	\$ 27.55	11.95
Roller-Asphalt.....	\$ 27.55	11.95
Roller-Earth.....	\$ 27.55	11.95
Screed.....	\$ 26.72	8.16
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Skidder.....	\$ 17.25	10.05
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FRINGE BENEFITS:

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas Day.
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

### Union Average Rate Identifiers

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

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

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**WAGE DETERMINATION APPEALS PROCESS**

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240091 01/05/2024

Superseded General Decision Number: MD20230091

State: Maryland

Construction Type: Highway

County: Baltimore County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-009 08/29/2019

	Rates	Fringes
<b>CARPENTER</b>		
Carpenter.....	\$ 26.66	14.80
Shoring Scaffold Builder....	\$ 26.66	14.90
CEMENT MASON.....	\$ 36.76	9.61
ELECTRICIAN.....	\$ 36.60	17.51
IRONWORKER (Fence Erector).....	\$ 28.23	19.64
IRONWORKER, REINFORCING.....	\$ 27.98	18.89
IRONWORKER, STRUCTURAL.....	\$ 30.70	22.72
<b>LABORER</b>		
Air Tool Operator.....	\$ 18.54	6.41
Asphalt Paver.....	\$ 18.54	6.41
Asphalt Raker.....	\$ 17.00 **	6.14
Blaster-Dynamite.....	\$ 18.54	6.41
Burner.....	\$ 18.54	6.41
Common.....	\$ 17.00 **	6.14
Concrete Puddler.....	\$ 17.00 **	6.14
Concrete Surfacers.....	\$ 18.54	6.41
Concrete Tender.....	\$ 17.00 **	6.14
Concrete Vibrator.....	\$ 17.00 **	6.14
Density Gauge.....	\$ 17.00 **	6.14
Fireproofers-Mixer.....	\$ 17.00 **	6.14
Flagger.....	\$ 17.00 **	6.14
Grade Checker.....	\$ 17.00 **	6.14
Hand Roller.....	\$ 17.00 **	6.14
Hazardous Material Handler..	\$ 18.54	6.41
Jackhammer.....	\$ 17.00 **	6.14
Landscaping.....	\$ 17.00 **	6.14
Layout.....	\$ 17.00 **	6.14
Luteman.....	\$ 17.00 **	6.14
Mason Tender.....	\$ 18.54	6.41
Mortar Mixer.....	\$ 17.00 **	6.14
Pipelayer.....	\$ 18.54	6.41
Plasterer-Handler.....	\$ 17.00 **	6.14
Scaffold Builder.....	\$ 18.54	6.41
Tamper.....	\$ 18.13	5.51
MARINE BOAT OPERATOR.....	\$ 26.29	5.87
MILLWRIGHT.....	\$ 31.11	16.00
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 30.18	15.15
<b>POWER EQUIPMENT OPERATOR</b>		
Backhoe.....	\$ 28.45	11.95
Belt Press.....	\$ 29.63	14.31+a+b
Boom Truck.....	\$ 20.00	3.07
Broom/Sweeper.....	\$ 27.55	11.95
Bulldozer.....	\$ 28.45	11.95
Concrete Curb and Gutter		
Pan.....	\$ 24.85	11.79+a

Crane.....	\$ 34.70	15.40
Drill-Rig.....	\$ 28.45	11.95
Excavator.....	\$ 28.45	11.95
Forklift.....	\$ 25.49	11.95
Gradall.....	\$ 29.45	11.95
Grader.....	\$ 29.45	11.95+a
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 28.45	11.95
Mechanic.....	\$ 28.45	11.95
Milling Machine.....	\$ 28.45	11.95
Paver.....	\$ 27.55	11.95
Roller-Asphalt.....	\$ 27.55	11.95
Roller-Earth.....	\$ 27.55	11.95
Screed.....	\$ 26.72	8.16
Skid Steer (Bobcat).....	\$ 25.49	11.95
Skidder.....	\$ 17.25	10.05
Trencher.....	\$ 24.00	7.71
Vaccum Truck.....	\$ 25.50	12.65

SHEET METAL WORKER.....\$ 40.27 20.43

STEAMFITTER/PIPEFITTER.....\$ 25.00 10.30

TRUCK DRIVER

Dump.....	\$ 24.79	7.01
Flatbed.....	\$ 19.50	4.72
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 28.66	10.95
Tractor Trailer.....	\$ 26.95	11.55
Water.....	\$ 24.94	7.58

FRINGE BENEFITS:

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation; 2 years service - 2 weeks paid vacation; 10 years service - 3 weeks paid vacation.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is



like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

### Union Average Rate Identifiers

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

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

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### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
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- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240083 01/05/2024

Superseded General Decision Number: MD20230083

State: Maryland

Construction Type: Highway

County: Calvert County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-001 08/07/2019

	Rates	Fringes
CEMENT MASON.....	\$ 33.38	9.77
ELECTRICIAN.....	\$ 40.00	8.60
IRONWORKER, REINFORCING.....	\$ 44.49	18.89
IRONWORKER, STRUCTURAL.....	\$ 35.00	7.82
LABORER		
Air Tool Operator.....	\$ 16.60 **	4.26
Asphalt Paver.....	\$ 16.60 **	4.26
Asphalt Raker.....	\$ 20.08	2.10
Blaster-Dynamite.....	\$ 16.60 **	4.26
Burner.....	\$ 16.60 **	4.26
Common.....	\$ 20.08	2.10
Concrete Puddler.....	\$ 20.08	2.10
Concrete Surfacers.....	\$ 16.60 **	4.26
Concrete Tender.....	\$ 20.08	2.10
Concrete Vibrator.....	\$ 20.08	2.10
Density Gauge.....	\$ 20.08	2.10
Fireproofers-Mixer.....	\$ 20.08	2.10
Flagger.....	\$ 20.08	2.10
Grade Checker.....	\$ 20.08	2.10
Hand Roller.....	\$ 20.08	2.10
Hazardous Material Handler..	\$ 16.60 **	4.26
Jackhammer.....	\$ 20.08	2.10
Landscaping.....	\$ 20.08	2.10
Layout.....	\$ 20.08	2.10
Luteman.....	\$ 20.08	2.10
Mason Tender.....	\$ 16.60 **	4.26
Mortar Mixer.....	\$ 20.08	2.10
Pipelayer.....	\$ 16.60 **	4.26
Plasterer-Handler.....	\$ 20.08	2.10
Scaffold Builder.....	\$ 16.60 **	4.26
Tamper.....	\$ 20.08	2.10
MILLWRIGHT.....	\$ 34.37	9.28
PAINTER: Bridge.....	\$ 38.03	12.58
PILEDRIVERMAN.....	\$ 29.19	9.48
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 21.12	10.70
Backhoe.....	\$ 26.00	8.16
Boom Truck.....	\$ 23.00	3.07
Broom/Sweeper.....	\$ 21.73	0.00
Bulldozer.....	\$ 28.18	12.97
Concrete Pump.....	\$ 35.00	6.68
Crane.....	\$ 35.00	11.35+a
Drill - Rig.....	\$ 32.05	12.42
Excavator.....	\$ 24.40	7.12
Grader.....	\$ 26.98	12.97
Guard Rail Post Driver.....	\$ 24.85	3.29
Loader.....	\$ 16.70 **	1.05
Mechanic.....	\$ 36.35	8.65
Milling Machine.....	\$ 22.50	0.00+a
Oiler.....	\$ 20.43	7.00

Roller - Asphalt.....	\$ 25.00	0.00
Roller - Earth.....	\$ 26.23	12.97
Skid Steer (Bobcat).....	\$ 21.00	4.08
Trencher.....	\$ 29.50	10.09

TRUCK DRIVER

Dump.....	\$ 22.00	0.00
Flatbed.....	\$ 17.25	3.75
Tractor Trailer.....	\$ 23.24	8.16
Water.....	\$ 22.18	0.00

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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END OF GENERAL DECISION"



"General Decision Number: MD20240084 01/05/2024

Superseded General Decision Number: MD20230084

State: Maryland

Construction Type: Highway

County: Caroline County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-002 08/07/2019

	Rates	Fringes
CARPENTER.....	\$ 16.50 **	12.37
CEMENT MASON.....	\$ 19.60	3.84
ELECTRICIAN.....	\$ 41.00	9.55
IRONWORKER, REINFORCING.....	\$ 45.00	
IRONWORKER, STRUCTURAL.....	\$ 40.62	4.40
LABORER		
Air Tool Operator.....	\$ 17.00 **	5.60
Asphalt Paver.....	\$ 17.00 **	5.60
Asphalt Raker.....	\$ 13.78 **	1.11
Blaster-Dynamite.....	\$ 17.00 **	5.60
Burner.....	\$ 17.00 **	5.60
Common.....	\$ 13.78 **	1.11
Concrete Puddler.....	\$ 13.78 **	1.11
Concrete Surfacers.....	\$ 17.00 **	5.60
Concrete Tender.....	\$ 13.78 **	1.11
Concrete Vibrator.....	\$ 13.78 **	1.11
Density Gauge.....	\$ 13.78 **	1.11
Fireproofers-Mixer.....	\$ 13.78 **	1.11
Flagger.....	\$ 13.78 **	1.11
Grade Checker.....	\$ 13.78 **	1.11
Hand Roller.....	\$ 13.78 **	1.11
Hazardous Material Handler..	\$ 17.00 **	5.60
Jackhammer.....	\$ 13.78 **	1.11
Landscaping.....	\$ 13.78 **	1.11
Layout.....	\$ 13.78 **	1.11
Luteman.....	\$ 13.78 **	1.11
Mason Tender.....	\$ 17.00 **	5.60
Mortar Mixer.....	\$ 13.78 **	1.11
Pipelayer.....	\$ 17.00 **	5.60
Plasterer-Handler.....	\$ 13.78 **	1.11
Scaffold Builder.....	\$ 17.00 **	5.60
Tampers.....	\$ 13.78 **	1.11
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 24.48	7.83
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 20.00	4.25
Backhoe.....	\$ 28.45	11.95
Boom Truck.....	\$ 24.00	5.85
Broom/Sweeper.....	\$ 14.63 **	1.70
Bulldozer.....	\$ 19.89	4.35
Crane.....	\$ 31.95	11.95
Excavator.....	\$ 18.06	5.17
Gradall.....	\$ 18.78	3.18
Grader.....	\$ 19.56	3.17
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 24.05	11.80
Mechanic.....	\$ 24.59	5.00
Milling Machine.....	\$ 21.98	6.61
Paver.....	\$ 20.00	0.84
Roller-Asphalt.....	\$ 18.00	2.07

Roller-Earth.....	\$ 14.38 **	2.85
Scraper.....	\$ 17.50	4.05+a
Screed.....	\$ 22.45	4.36
Shoulder Machine.....	\$ 27.55	11.95
Skid Steer (Bobcat).....	\$ 18.50	3.84
Spreader.....	\$ 17.00 **	0.73
Trencher.....	\$ 29.50	10.63
Vaccum Truck.....	\$ 27.55	11.95

TRUCK DRIVER

Dump - Articulated.....	\$ 15.30 **	0.04
Dump.....	\$ 18.97	3.30
Flatbed.....	\$ 21.50	5.55
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 22.25	0.33
Tractor Trailer.....	\$ 32.00	2.00
Water.....	\$ 24.94	7.58

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240093 01/05/2024

Superseded General Decision Number: MD20230093

State: Maryland

Construction Type: Highway

County: Carroll County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-011 08/30/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 26.66	14.70
Shoring Scaffold Builder....	\$ 26.66	14.70
CEMENT MASON.....	\$ 36.76	9.61
ELECTRICIAN.....	\$ 36.60	17.51
IRONWORKER (Fence Erector).....	\$ 28.23	19.64
IRONWORKER, REINFORCING.....	\$ 29.70	20.66
IRONWORKER, STRUCTURAL.....	\$ 28.87	19.64
LABORER		
Air Tool Operator.....	\$ 15.42 **	7.58
Asphalt Paver.....	\$ 15.42 **	7.58
Asphalt Raker.....	\$ 12.00 **	3.25
Blaster-Dynamite.....	\$ 15.42 **	7.58
Burner.....	\$ 15.42 **	7.58
Common.....	\$ 12.00 **	3.25
Concrete Puddler.....	\$ 12.00 **	3.25
Concrete Surfacers.....	\$ 15.42 **	7.58
Concrete Tender.....	\$ 12.00 **	3.25
Concrete Vibrator.....	\$ 12.00 **	3.25
Density Gauge.....	\$ 12.00 **	3.25
Fireproofers-Mixer.....	\$ 12.00 **	3.25
Flagger.....	\$ 12.00 **	3.25
Grade Checker.....	\$ 12.00 **	3.25
Hand Roller.....	\$ 12.00 **	3.25
Hazardous Material Handler..	\$ 15.42 **	7.58
Jackhammer.....	\$ 12.00 **	3.25
Landscaping.....	\$ 12.00 **	3.25
Layout.....	\$ 12.00 **	3.25
Luteman.....	\$ 12.00 **	3.25
Mason Tender.....	\$ 15.42 **	7.58
Mortar Mixer.....	\$ 12.00 **	3.25
Pipelayer.....	\$ 15.42 **	7.58
Plasterer-Handler.....	\$ 12.00 **	3.25
Scaffold Builder.....	\$ 15.42 **	7.58
Tamper.....	\$ 12.00 **	3.25
MARINE BOAT OPERATOR.....	\$ 26.29	5.87
MILLWRIGHT.....	\$ 31.11	16.00
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 30.18	15.15
POWER EQUIPMENT OPERATOR		
Backhoe.....	\$ 28.45	11.95
Belt Press.....	\$ 29.63	14.31+a+b
Boom Truck.....	\$ 20.00	3.07
Broom/Sweeper.....	\$ 27.55	11.95
Bulldozer.....	\$ 28.45	11.95
Concrete Curb and Gutter		
Pan.....	\$ 24.85	11.79+a



Crane.....	\$ 34.70	15.40
Drill-Rig.....	\$ 28.45	11.95
Excavator.....	\$ 25.82	13.60
Forklift.....	\$ 25.49	11.95
Gradall.....	\$ 29.45	11.95
Grader.....	\$ 29.45	11.95+a
Guard Rail Post Driver.....	\$ 24.85	11.55
Loader.....	\$ 28.45	11.95
Mechanic.....	\$ 28.45	11.95
Milling Machine.....	\$ 28.45	11.95+a
Paver.....	\$ 27.55	11.95
Roller-Asphalt.....	\$ 27.55	11.95
Roller-Earth.....	\$ 27.55	11.95+a
Screed.....	\$ 26.72	8.16
Skid Steer (Bobcat).....	\$ 25.49	11.95
Skidder.....	\$ 17.25	10.05
Trencher.....	\$ 24.00	7.71
Vaccum Truck.....	\$ 25.50	12.65

SHEET METAL WORKER.....\$ 40.27 20.43

STEAMFITTER/PIPEFITTER.....\$ 25.50 10.46

TRUCK DRIVER

Dump.....	\$ 24.60	12.48
Flatbed.....	\$ 17.82	0.00
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 28.66	10.95
Tractor Trailer.....	\$ 26.95	11.55
Water.....	\$ 25.80	6.85

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240096 01/05/2024

Superseded General Decision Number: MD20230096

State: Maryland

Construction Type: Highway

County: Cecil County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-014 08/30/2019

	Rates	Fringes
CARPENTER.....	\$ 22.31	3.80
CEMENT MASON.....	\$ 19.60	3.84
ELECTRICIAN.....	\$ 41.00	9.55
IRONWORKER, REINFORCING.....	\$ 45.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 40.62	4.40
LABORER		
Air Tool Operator.....	\$ 19.07	6.29
Asphalt Paver.....	\$ 19.07	6.29
Asphalt Raker.....	\$ 19.73	7.41
Blaster-Dynamite.....	\$ 19.07	6.29
Burner.....	\$ 19.07	6.29
Common.....	\$ 19.73	7.41
Concrete Puddler.....	\$ 19.73	7.41
Concrete Surfacers.....	\$ 19.07	6.29
Concrete Tender.....	\$ 19.73	7.41
Concrete Vibrator.....	\$ 19.73	7.41
Density Gauge.....	\$ 19.73	7.41
Fireproofers-Mixer.....	\$ 19.73	7.41
Flagger.....	\$ 19.73	7.41
Grade Checker.....	\$ 19.73	7.41
Hand Roller.....	\$ 19.73	7.41
Hazardous Material Handler..	\$ 19.07	6.29
Jackhammer.....	\$ 19.73	7.41
Landscaping.....	\$ 19.73	7.41
Layout.....	\$ 19.73	7.41
Luteman.....	\$ 19.73	7.41
Mason Tender.....	\$ 19.07	6.29
Mortar Mixer.....	\$ 19.73	7.41
Pipelayer.....	\$ 19.07	6.29
Plasterer-Handler.....	\$ 19.73	7.41
Scaffold Builder.....	\$ 19.07	6.29
Tamper.....	\$ 19.73	7.41
PAINTER: Bridge.....	\$ 39.81	3.83
PILEDRIVERMAN.....	\$ 24.48	7.83
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 18.18	5.80
Backhoe.....	\$ 28.45	11.95
Boom Truck.....	\$ 21.50	3.34
Broom/Sweeper.....	\$ 27.55	11.95
Bulldozer.....	\$ 27.70	11.80
Crane.....	\$ 31.95	11.95
Excavator.....	\$ 27.21	12.05
Gradall.....	\$ 29.45	11.95
Grader.....	\$ 22.00	7.14+a
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 27.70	11.80
Mechanic.....	\$ 26.95	11.65
Milling Machine.....	\$ 25.08	9.79
Paver.....	\$ 27.55	11.95
Roller-Asphalt.....	\$ 27.55	11.95

Roller-Earth.....	\$ 22.78	6.62
Scraper.....	\$ 28.45	11.95+a
Screed.....	\$ 21.00	5.37
Shoulder Machine.....	\$ 27.55	11.95
Skid Steer (Bobcat).....	\$ 25.49	11.95
Spreader.....	\$ 17.00 **	0.73
Trencher.....	\$ 29.50	10.63
Vaccum Truck.....	\$ 27.55	11.95

TRUCK DRIVER

Dump - Articulating.....	\$ 15.30 **	0.04
Dump.....	\$ 22.81	7.65
Flatbed.....	\$ 21.50	5.55
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 22.25	0.33
Tractor Trailer.....	\$ 32.00	2.00
Water.....	\$ 21.52	5.36

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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



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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240097 01/05/2024

Superseded General Decision Number: MD20230097

State: Maryland

Construction Type: Highway

County: Charles County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-015 08/30/2019

	Rates	Fringes
CEMENT MASON.....	\$ 33.38	9.77
ELECTRICIAN.....	\$ 41.00	9.55
IRONWORKER, REINFORCING.....	\$ 44.49	18.89
IRONWORKER, STRUCTURAL.....	\$ 35.00	7.82
LABORER		
Air Tool Operator.....	\$ 16.44 **	5.31
Asphalt Paver.....	\$ 16.44 **	5.31
Asphalt Raker.....	\$ 20.08	0.00
Blaster-Dynamite.....	\$ 16.44 **	5.31
Burner.....	\$ 16.44 **	5.31
Common.....	\$ 20.08	0.00
Concrete Puddler.....	\$ 20.08	0.00
Concrete Surfacers.....	\$ 16.44 **	5.31
Concrete Tender.....	\$ 20.08	0.00
Concrete Vibrator.....	\$ 20.08	0.00
Density Gauge.....	\$ 20.08	0.00
Fireproofers-Mixer.....	\$ 20.08	0.00
Flagger.....	\$ 20.08	0.00
Grade Checker.....	\$ 20.08	0.00
Hand Roller.....	\$ 20.08	0.00
Hazardous Material Handler..	\$ 16.44 **	5.31
Jackhammer.....	\$ 20.08	0.00
Landscaping.....	\$ 20.08	0.00
Layout.....	\$ 20.08	0.00
Luteman.....	\$ 20.08	0.00
Mason Tender.....	\$ 16.44 **	5.31
Mortar Mixer.....	\$ 20.08	0.00
Pipelayer.....	\$ 16.44 **	5.31
Plasterer-Handler.....	\$ 20.08	0.00
Scaffold Builder.....	\$ 16.44 **	5.31
Tamper.....	\$ 20.08	0.00
MILLWRIGHT.....	\$ 34.37	9.28
PAINTER: Bridge.....	\$ 38.03	12.58
PILEDRIVERMAN.....	\$ 29.19	9.48
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 21.12	10.70
Backhoe.....	\$ 25.00	8.42
Boom Truck.....	\$ 24.00	5.85
Broom/Sweeper.....	\$ 21.73	0.00
Bulldozer.....	\$ 28.18	12.97
Concrete Pump.....	\$ 35.08	6.68
Crane.....	\$ 35.00	11.35+a
Drill-Rig.....	\$ 32.05	12.42
Excavator.....	\$ 24.40	7.12
Grader.....	\$ 26.98	12.97
Guard Rail Post Driver.....	\$ 24.85	3.29
Loader.....	\$ 16.70 **	1.05
Mechanic.....	\$ 36.35	8.65
Milling Machine.....	\$ 22.50	0.00+a
Oiler.....	\$ 20.43	7.00

Roller - Asphalt.....	\$ 25.00	0.00
Roller - Earth.....	\$ 26.23	12.97
Skid Steer (Bobcat).....	\$ 21.00	4.08
Trencher.....	\$ 29.50	10.09

TRUCK DRIVER

Dump.....	\$ 22.00	0.00
Flatbed.....	\$ 17.25	3.75
Tractor Trailer.....	\$ 23.24	8.16
Water.....	\$ 22.18	0.00

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240098 01/05/2024

Superseded General Decision Number: MD20230098

State: Maryland

Construction Type: Highway

County: Dorchester County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-016 08/30/2019

	Rates	Fringes
CARPENTER.....	\$ 18.17	2.28
CEMENT MASON.....	\$ 27.15	9.77
ELECTRICIAN.....	\$ 31.95	10.90
IRONWORKER (Fence Erector).....	\$ 27.05	0.00
IRONWORKER, REINFORCING.....	\$ 14.00 **	1.00
<b>LABORER</b>		
Air Tool Operator.....	\$ 16.39 **	1.53
Asphalt Paver.....	\$ 16.39 **	1.53
Asphalt Raker.....	\$ 15.14 **	1.75
Blaster-Dynamite.....	\$ 16.39 **	1.53
Burner.....	\$ 16.39 **	1.53
Common.....	\$ 15.14 **	1.75
Concrete Puddler.....	\$ 15.14 **	1.75
Concrete Surfacers.....	\$ 16.39 **	1.53
Concrete Tender.....	\$ 15.14 **	1.75
Concrete Vibrator.....	\$ 15.14 **	1.75
Density Gauge.....	\$ 15.14 **	1.75
Fireproofers-Mixer.....	\$ 15.14 **	1.75
Flagger.....	\$ 15.14 **	1.75
Grade Checker.....	\$ 15.14 **	1.75
Hand Roller.....	\$ 15.14 **	1.75
Hazardous Material Handler..	\$ 16.39 **	1.53
Jackhammer.....	\$ 15.14 **	1.75
Landscaping.....	\$ 15.14 **	1.75
Layout.....	\$ 15.14 **	1.75
Luteman.....	\$ 15.14 **	1.75
Mason Tender.....	\$ 16.39 **	1.53
Mortar Mixer.....	\$ 15.14 **	1.75
Pipelayer.....	\$ 16.39 **	1.53
Plasterer-Handler.....	\$ 15.14 **	1.75
Scaffold Builder.....	\$ 16.39 **	1.53
Tampers.....	\$ 15.14 **	1.75
<b>POWER EQUIPMENT OPERATOR</b>		
Asphalt Distributor.....	\$ 20.00	3.80
Backhoe.....	\$ 24.00	7.68
Boom Truck.....	\$ 22.50	4.08
Broom/Sweeper.....	\$ 15.00 **	2.86
Bulldozer.....	\$ 21.67	3.77
Crane.....	\$ 34.70	15.40+a
Excavator.....	\$ 25.00	1.56
Gradall.....	\$ 23.00	4.25
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 20.85	4.60
Mechanic.....	\$ 27.50	10.80
Milling Machine.....	\$ 18.23	4.46
Paver.....	\$ 15.00 **	3.02
Roller - Asphalt.....	\$ 16.76 **	2.49
Roller - Earth.....	\$ 21.70	4.38
Scraper.....	\$ 23.00	5.18+a
Screed.....	\$ 20.48	2.88
Skid Steer (Bobcat).....	\$ 16.31 **	2.14

TRUCK DRIVER

Dump.....	\$ 18.79	3.09
Flatbed.....	\$ 20.22	5.70
Lowboy.....	\$ 18.00	7.68
Tandem.....	\$ 25.00	

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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-----

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Union Rate Identifiers

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Union Average Rate Identifiers

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

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240099 01/05/2024

Superseded General Decision Number: MD20230099

State: Maryland

Construction Type: Highway

County: Frederick County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-017 08/30/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 26.66	14.80
Shoring Scaffold Builder....	\$ 26.66	14.80
CEMENT MASON.....	\$ 28.23	
ELECTRICIAN.....	\$ 35.25	10.09
IRONWORKER (Fence Erector).....	\$ 26.86	15.27
IRONWORKER, REINFORCING.....	\$ 34.80	
IRONWORKER, STRUCTURAL.....	\$ 30.70	22.72
LABORER		
Air Tool Operator.....	\$ 17.84	7.35
Asphalt Paver.....	\$ 17.84	7.35
Asphalt Raker.....	\$ 15.55 **	3.44
Blaster-Dynamite.....	\$ 17.84	7.35
Burner.....	\$ 17.84	7.35
Common.....	\$ 15.55 **	3.44
Concrete Puddler.....	\$ 15.55 **	3.44
Concrete Surfacers.....	\$ 17.84	7.35
Concrete Tender.....	\$ 15.55 **	3.44
Concrete Vibrator.....	\$ 15.55 **	3.44
Density Gauge.....	\$ 15.55 **	3.44
Fireproofers-Mixer.....	\$ 15.55 **	3.44
Flagger.....	\$ 15.55 **	3.44
Grade Checker.....	\$ 15.55 **	3.44
Hand Roller.....	\$ 15.55 **	3.44
Hazardous Material Handler..	\$ 17.84	7.35
Jackhammer.....	\$ 15.55 **	3.44
Landscaping.....	\$ 15.55 **	3.44
Layout.....	\$ 15.55 **	3.44
Luteman.....	\$ 15.55 **	3.44
Mason Tender.....	\$ 17.84	7.35
Mortar Mixer.....	\$ 15.55 **	3.44
Pipelayer.....	\$ 17.84	7.35
Plasterer-Handler.....	\$ 15.55 **	3.44
Scaffold Builder.....	\$ 17.84	7.35
Tamper.....	\$ 15.55 **	3.44
MARINE BOAT OPERATOR.....	\$ 29.00	0.00
MASON - STONE.....	\$ 37.91	17.79
MILLWRIGHT.....	\$ 33.49	12.35
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 30.94	11.48
PLUMBER.....	\$ 41.67	17.91
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 25.00	1.32
Backhoe.....	\$ 24.90	11.64
Boom Truck.....	\$ 23.00	7.50

Broom/Sweeper.....	\$ 17.50	11.03
Bulldozer.....	\$ 28.45	11.95
Concrete Pump.....	\$ 39.90	5.70
Crane.....	\$ 34.70	15.40
Excavator.....	\$ 28.45	11.95
Forklift.....	\$ 35.11	9.20
Gradall.....	\$ 23.62	0.00+a
Grader.....	\$ 23.62	0.00
Guard Rail Post Driver.....	\$ 24.85	
Loader.....	\$ 28.45	11.95
Mechanic.....	\$ 25.62	6.53
Milling Machine.....	\$ 25.00	3.91
Paver.....	\$ 21.39	6.53
Roller - Asphalt.....	\$ 16.93 **	6.53
Roller - Earth.....	\$ 20.41	5.59
Scraper.....	\$ 22.44	0.00+a
Screed.....	\$ 19.23	6.53
Skid Steer (Bobcat).....	\$ 17.70	4.84+a
Skidder.....	\$ 20.00	
Trencher.....	\$ 33.98	11.92
Vaccum Truck.....	\$ 38.00	

SHEET METAL WORKER.....\$ 40.27 20.43

TERRAZZO FINISHER (Tile Finisher).....\$ 23.28 11.19

TRUCK DRIVER

Concrete Pump.....	\$ 31.00	.63
Dump.....	\$ 18.70	6.53
Dump-Articulating.....	\$ 23.00	3.00
Flatbed.....	\$ 22.36	7.84
Lowboy.....	\$ 23.15	2.30
Tack/Tar Truck.....	\$ 20.43	6.53
Tractor Trailer.....	\$ 20.65	6.53
Water.....	\$ 19.62	6.53

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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



wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240100 01/05/2024

Superseded General Decision Number: MD20230100

State: Maryland

Construction Type: Highway

County: Garrett County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-018 08/30/2019

	Rates	Fringes
CARPENTER.....	\$ 28.25	18.00
CEMENT MASON.....	\$ 19.88	6.53
ELECTRICIAN.....	\$ 32.90	17.64
IRONWORKER, REINFORCING.....	\$ 32.60	18.93
LABORER		
Air Tool Operator.....	\$ 20.11	16.60
Asphalt Paver.....	\$ 20.11	16.60
Asphalt Raker.....	\$ 20.71	19.80
Blaster-Dynamite.....	\$ 20.11	16.60
Burner.....	\$ 20.11	16.60
Common.....	\$ 20.71	19.80
Concrete Puddler.....	\$ 20.71	19.80
Concrete Surfacers.....	\$ 20.11	16.60
Concrete Tender.....	\$ 20.71	19.80
Concrete Vibrator.....	\$ 20.71	19.80
Density Gauge.....	\$ 20.71	19.80
Fireproofers-Mixer.....	\$ 20.71	19.80
Flagger.....	\$ 20.71	19.80
Grade Checker.....	\$ 20.71	19.80
Hand Roller.....	\$ 20.71	19.80
Hazardous Material Handler..	\$ 20.11	16.60
Jackhammer.....	\$ 20.71	19.80
Landscaping.....	\$ 20.71	19.80
Layout.....	\$ 20.71	19.80
Luteman.....	\$ 20.71	19.80
Mason Tender.....	\$ 20.11	16.60
Mortar Mixer.....	\$ 20.71	19.80
Pipelayer.....	\$ 20.11	16.60
Plasterer-Handler.....	\$ 20.71	19.80
Scaffold Builder.....	\$ 20.11	16.60
Tamper.....	\$ 20.71	19.80
MILLWRIGHT.....	\$ 30.92	17.50
PAINTER: Bridge.....	\$ 34.23	11.89
PLUMBER.....	\$ 32.18	14.18
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 32.77	13.95
Backhoe.....	\$ 32.77	13.95+a
Broom/Sweeper.....	\$ 32.22	13.95
Bulldozer.....	\$ 32.22	13.95+a
Crane.....	\$ 33.37	13.95+a
Drill-Rig.....	\$ 21.65	6.53
Excavator.....	\$ 32.22	13.95+a
Forklift.....	\$ 32.22	13.95
Grader.....	\$ 32.22	13.95+a
Loader.....	\$ 32.22	13.95+a
Mechanic.....	\$ 32.22	13.95
Milling Machine.....	\$ 32.22	13.97+a
Paver.....	\$ 21.60	3.95
Rock/Stump Tub Grinder.....	\$ 32.22	13.95
Roller - Asphalt.....	\$ 19.05	3.85

Roller - Earth.....	\$ 19.34	6.53
Screed.....	\$ 21.57	6.53
Skid Steer (Bobcat).....	\$ 17.50	3.79+a
Trencher.....	\$ 39.50	12.13

STEAMFITTER/PIPEFITTER.....\$ 32.18 14.18

TRUCK DRIVER

Dump.....	\$ 18.38	6.53
Dump-Articulating.....	\$ 18.76	6.53
Flatbed.....	\$ 23.00	7.75
Tack/Tar Truck.....	\$ 16.50 **	3.75
Tractor Trailer.....	\$ 20.65	6.53
Water.....	\$ 19.17	6.53

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240094 01/05/2024

Superseded General Decision Number: MD20230094

State: Maryland

Construction Type: Highway

County: Harford County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.



Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-012 08/30/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 26.66	14.80
Shoring Scaffold Builder....	\$ 26.66	14.80
CEMENT MASON.....	\$ 36.76	9.61
ELECTRICIAN.....	\$ 36.60	17.51
IRONWORKER (Fence Erector).....	\$ 28.23	19.64
IRONWORKER, REINFORCING.....	\$ 29.70	20.66
IRONWORKER, STRUCTURAL.....	\$ 30.70	22.72
LABORER		
Air Tool Operator.....	\$ 19.16	5.98
Asphalt Paver.....	\$ 19.16	5.98
Asphalt Raker.....	\$ 17.96	4.50
Blaster-Dynamite.....	\$ 19.16	5.98
Burner.....	\$ 19.16	5.98
Common.....	\$ 17.96	4.50
Concrete Puddler.....	\$ 17.96	4.50
Concrete Surfacers.....	\$ 19.16	5.98
Concrete Tender.....	\$ 17.96	4.50
Concrete Vibrator.....	\$ 17.96	4.50
Density Gauge.....	\$ 17.96	4.50
Fireproofers-Mixer.....	\$ 17.96	4.50
Flagger.....	\$ 17.96	4.50
Grade Checker.....	\$ 17.96	4.50
Hand Roller.....	\$ 17.96	4.50
Hazardous Material Handler..	\$ 19.16	5.98
Jackhammer.....	\$ 17.96	4.50
Landscaping.....	\$ 17.96	4.50
Layout.....	\$ 17.96	4.50
Luteman.....	\$ 17.96	4.50
Mason Tender.....	\$ 19.16	5.98
Mortar Mixer.....	\$ 17.96	4.50
Pipelayer.....	\$ 19.16	5.98
Plasterer-Handler.....	\$ 17.96	4.50
Scaffold Builder.....	\$ 19.16	5.98
Tamper.....	\$ 17.96	4.50
MARINE BOAT OPERATOR.....	\$ 26.29	5.87
MILLWRIGHT.....	\$ 31.11	16.00
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 30.18	15.15
POWER EQUIPMENT OPERATOR		
Backhoe.....	\$ 28.45	11.95
Belt Press.....	\$ 29.63	14.31+a+b
Boom Truck.....	\$ 20.00	3.07
Broom/Sweeper.....	\$ 27.55	11.95
Bulldozer.....	\$ 28.45	11.95
Concrete Curb and Gutter		
Pan.....	\$ 24.85	11.79+a

Crane.....	\$ 34.70	15.40
Drill-Rig.....	\$ 28.45	11.95
Excavator.....	\$ 26.95	11.65+a
Forklift.....	\$ 25.49	11.95
Gradall.....	\$ 29.45	11.95
Grader.....	\$ 29.45	11.95+a
Guard Rail Post Driver.....	\$ 24.85	11.55
Loader.....	\$ 28.45	11.95
Mechanic.....	\$ 28.45	11.95
Milling Machine.....	\$ 28.45	11.95
Paver.....	\$ 27.55	11.95
Roller-Asphalt.....	\$ 27.55	11.95
Roller-Earth.....	\$ 27.55	11.95
Screed.....	\$ 26.72	8.16
Skid Steer (Bobcat).....	\$ 25.49	11.95
Skidder.....	\$ 17.25	10.05
Trencher.....	\$ 24.00	7.71
Vaccum Truck.....	\$ 25.50	12.65

SHEET METAL WORKER.....\$ 40.27 20.43

STEAMFITTER/PIPEFITTER.....\$ 25.50 10.46

TRUCK DRIVER

Dump.....	\$ 18.50	3.04
Flatbed.....	\$ 19.50	4.72
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 28.66	10.95
Tractor Trailer.....	\$ 26.95	11.55
Water.....	\$ 25.80	6.85

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240087 01/05/2024

Superseded General Decision Number: MD20230087

State: Maryland

Construction Type: Highway

County: Howard County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-005 08/08/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 26.66	14.70
Shoring Scaffold Builder....	\$ 26.66	14.80
CEMENT MASON.....	\$ 36.76	9.61
ELECTRICIAN.....	\$ 36.60	17.51
IRONWORKER (Fence Erector).....	\$ 28.23	19.64
IRONWORKER, REINFORCING.....	\$ 27.98	18.89
IRONWORKER, STRUCTURAL.....	\$ 28.87	19.64
LABORER		
Air Tool Operator.....	\$ 18.33	5.98
Asphalt Paver.....	\$ 18.33	5.98
Asphalt Raker.....	\$ 17.00 **	6.14
Blaster-Dynamite.....	\$ 18.33	5.98
Burner.....	\$ 18.33	5.98
Common.....	\$ 17.00 **	6.14
Concrete Puddler.....	\$ 17.00 **	6.14
Concrete Surfacers.....	\$ 18.33	5.98
Concrete Tender.....	\$ 17.00 **	6.14
Concrete Vibrator.....	\$ 17.00 **	6.14
Density Gauge.....	\$ 17.00 **	6.14
Fireproofers-Mixer.....	\$ 17.00 **	6.14
Flagger.....	\$ 17.00 **	6.14
Grade Checker.....	\$ 17.00 **	6.14
Hand Roller.....	\$ 17.00 **	6.14
Hazardous Material Handler..	\$ 18.33	5.98
Jackhammer.....	\$ 17.00 **	6.14
Landscaper.....	\$ 17.00 **	6.14
Layout.....	\$ 17.00 **	6.14
Luteman.....	\$ 17.00 **	6.14
Mason Tender.....	\$ 18.33	5.98
Mortar Mixer.....	\$ 17.00 **	6.14
Pipelayer.....	\$ 18.33	5.98
Plasterer - Handler.....	\$ 17.00 **	6.14
Scaffold Builder.....	\$ 18.33	5.98
Tamper.....	\$ 17.00 **	6.14
MILLWRIGHT.....	\$ 30.06	15.30
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 33.93	10.98
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 23.08	6.82
Backhoe.....	\$ 27.75	11.90+a
Boom Truck.....	\$ 22.50	3.38
Broom/Sweeper.....	\$ 26.85	11.90
Bulldozer.....	\$ 27.75	11.90
Crane.....	\$ 33.50	15.35+a
Drill - Rig.....	\$ 27.75	11.90
Excavator.....	\$ 28.45	11.95+a
Forklift.....	\$ 25.49	11.95

Gradall.....	\$ 29.45	11.95+a
Grader.....	\$ 29.45	11.95+a
Guard Rail Post Driver.....	\$ 24.85	11.55
Loader.....	\$ 28.45	11.95+a
Mechanic.....	\$ 28.45	11.95
Milling Machine.....	\$ 28.45	11.95+a
Paver.....	\$ 27.55	11.95+a
Roller - Asphalt.....	\$ 27.55	11.95
Roller - Earth.....	\$ 27.55	11.95+a
Screed.....	\$ 26.72	8.16
Skid Steer (Bobcat).....	\$ 25.49	11.95+a
Skidder.....	\$ 17.25	10.05
Trencher.....	\$ 24.00	7.71
Vacuum Truck.....	\$ 25.50	12.65

SHEET METAL WORKER.....\$ 40.27 20.43

STEAMFITTER/PIPEFITTER.....\$ 41.64 21.97

TRUCK DRIVER

Dump.....	\$ 18.50	6.58
Flatbed.....	\$ 17.82	0.00
Lowboy.....	\$ 25.23	7.58
Tack/Tar.....	\$ 24.94	7.58
Tandem.....	\$ 28.66	10.95
Tractor Trailer.....	\$ 26.95	11.55
Water.....	\$ 24.94	7.58

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information



on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
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Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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Washington, DC 20210

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240095 01/05/2024

Superseded General Decision Number: MD20230095

State: Maryland

Construction Type: Highway

County: Kent County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-013 08/30/2019

	Rates	Fringes
CARPENTER.....	\$ 15.00 **	.43
CEMENT MASON.....	\$ 19.60	3.84
ELECTRICIAN.....	\$ 41.00	9.55
IRONWORKER, REINFORCING.....	\$ 45.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 40.62	4.40
LABORER		
Air Tool Operator.....	\$ 14.50 **	3.83
Asphalt Paver.....	\$ 18.20	4.20
Asphalt Raker.....	\$ 14.50 **	2.61
Blaster-Dynamite.....	\$ 18.20	4.20
Burner.....	\$ 18.20	4.20
Common.....	\$ 14.50 **	2.61
Concrete Puddler.....	\$ 14.50 **	2.61
Concrete Surfacers.....	\$ 18.20	4.20
Concrete Tender.....	\$ 14.50 **	2.61
Concrete Vibrator.....	\$ 14.50 **	2.61
Density Gauge.....	\$ 14.50 **	2.61
Fireproofers-Mixer.....	\$ 14.50 **	2.61
Flagger.....	\$ 14.50 **	2.61
Grade Checker.....	\$ 14.50 **	2.61
Hand Roller.....	\$ 14.50 **	2.61
Hazardous Material Handler..	\$ 18.20	4.20
Jackhammer.....	\$ 14.50 **	2.61
Landscaping.....	\$ 14.50 **	2.61
Layout.....	\$ 14.50 **	2.61
Luteman.....	\$ 14.50 **	2.61
Mason Tender.....	\$ 18.20	4.20
Mortar Mixer.....	\$ 14.50 **	2.61
Pipelayer.....	\$ 18.20	4.20
Plasterer-Handler.....	\$ 14.50 **	2.61
Scaffold Builder.....	\$ 18.20	4.20
Tampers.....	\$ 14.50 **	2.61
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 24.48	7.83
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 20.00	1.40
Backhoe.....	\$ 28.45	11.95
Boom Truck.....	\$ 24.00	5.85
Broom/Sweeper.....	\$ 14.63 **	1.70
Bulldozer.....	\$ 21.65	5.47
Crane.....	\$ 31.95	11.95
Excavator.....	\$ 18.88	3.06
Gradall.....	\$ 20.83	1.83
Grader.....	\$ 29.10	1.18
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 19.60	2.77
Mechanic.....	\$ 22.00	5.27
Milling Machine.....	\$ 21.70	5.64
Paver.....	\$ 16.36 **	3.73
Roller-Asphalt.....	\$ 17.13 **	3.48

Roller-Earth.....	\$ 14.87 **	2.92
Scraper.....	\$ 15.00 **	1.75
Screed.....	\$ 15.00 **	2.76
Shoulder Machine.....	\$ 27.55	11.95
Skid Steer (Bobcat).....	\$ 16.64 **	3.02
Spreader.....	\$ 17.00 **	0.73
Trencher.....	\$ 29.50	10.63
Vaccum Truck.....	\$ 27.55	11.95

TRUCK DRIVER

Dump - Articulating.....	\$ 15.30 **	0.04
Dump.....	\$ 18.31	2.90
Flatbed.....	\$ 21.50	5.55
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 22.25	0.33
Tractor Trailer.....	\$ 32.00	2.00
Water.....	\$ 24.94	7.58

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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

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WAGE DETERMINATION APPEALS PROCESS

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

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 200 Constitution Avenue, N.W.  
 Washington, DC 20210

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

=====



END OF GENERAL DECISION"

"General Decision Number: MD20240085 01/05/2024

Superseded General Decision Number: MD20230085

State: Maryland

Construction Type: Highway

County: Montgomery County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-003 10/21/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 28.71	12.28
Shoring Scaffold Builder....	\$ 26.66	14.80
CEMENT MASON.....	\$ 28.23	
ELECTRICIAN.....	\$ 35.25	10.09
IRONWORKER (Fence Erector).....	\$ 26.86	15.27
IRONWORKER, REINFORCING.....	\$ 34.80	0.00
IRONWORKER, STRUCTURAL.....	\$ 30.70	22.72
LABORER		
Air Tool Operator.....	\$ 20.73	4.29
Asphalt Paver.....	\$ 20.73	4.29
Asphalt Raker.....	\$ 20.55	1.75
Blaster-Dynamite.....	\$ 20.73	4.29
Burner.....	\$ 20.73	4.29
Common.....	\$ 20.55	1.75
Concrete Puddler.....	\$ 20.55	1.75
Concrete Surfacers.....	\$ 20.73	4.29
Concrete Tender.....	\$ 20.55	1.75
Concrete Vibrator.....	\$ 20.55	1.75
Density Gauge.....	\$ 20.55	1.75
Fireproofers-Mixer.....	\$ 20.55	1.75
Flagger.....	\$ 20.55	1.75
Grade Checker.....	\$ 20.55	1.75
Hand Roller.....	\$ 20.55	1.75
Hazardous Material Handler..	\$ 20.73	4.29
Jackhammer.....	\$ 20.55	1.75
Landscaping.....	\$ 20.55	1.75
Layout.....	\$ 20.55	1.75
Luteman.....	\$ 20.55	1.75
Mason Tender.....	\$ 20.73	4.29
Mortar Mixer.....	\$ 20.55	1.75
Pipelayer.....	\$ 20.73	4.29
Plasterer-Handler.....	\$ 20.55	1.75
Scaffold Builder.....	\$ 20.73	4.29
Tamper.....	\$ 20.55	1.75
MASON - STONE.....	\$ 37.91	17.79
MILLWRIGHT.....	\$ 33.49	12.35
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 30.94	11.48
PLUMBER.....	\$ 41.67	17.91
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 25.00	1.32
Backhoe.....	\$ 24.00	8.63
Boom Truck.....	\$ 24.00	5.85
Broom/Sweeper.....	\$ 17.50	11.03
Bulldozer.....	\$ 27.54	2.47

Concrete Pump.....	\$ 39.90	5.70
Crane.....	\$ 35.29	15.35
Excavator.....	\$ 26.92	3.51
Forklift.....	\$ 35.11	9.20
Gradall.....	\$ 23.62	0.00+a
Grader.....	\$ 23.62	0.00
Guard Rail Post Driver.....	\$ 24.85	0.00
Loader.....	\$ 25.90	2.56
Mechanic.....	\$ 25.62	6.53
Milling Machine.....	\$ 25.00	3.91
Paver.....	\$ 21.39	6.53
Roller-Asphalt.....	\$ 18.93	6.53
Roller-Earth.....	\$ 20.41	5.59
Scraper.....	\$ 22.44	0.00+a
Screed.....	\$ 19.23	6.53
Skid Steer (Bobcat).....	\$ 17.70	4.84+a
Skidder.....	\$ 20.00	0.00
Trencher.....	\$ 33.98	11.92
Vacuum Truck.....	\$ 38.00	0.00

SHEET METAL WORKER.....\$ 40.27 20.43

TERRAZZO FINISHER.....\$ 23.28 11.19

TILE FINISHER.....\$ 23.28 11.19

TRUCK DRIVER

Concrete Pump.....	\$ 31.00	.63
Dump.....	\$ 22.36	0.00
Dump-Articulating.....	\$ 23.00	3.00
Flatbed.....	\$ 22.36	7.84
Lowboy.....	\$ 23.15	2.30
Tack/Tar Truck.....	\$ 20.43	6.53
Tractor Trailer.....	\$ 20.65	6.53
Water.....	\$ 19.62	6.53

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240106 01/05/2024

Superseded General Decision Number: MD20230106

State: Maryland

Construction Type: Highway

County: Prince George's County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.



Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-024 09/10/2019

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 28.71	12.24
Shoring Scaffold Builder....	\$ 26.66	14.80
CEMENT MASON.....	\$ 28.23	0.00
ELECTRICIAN.....	\$ 35.25	10.09
IRONWORKER (Fence Erector).....	\$ 26.86	15.27
IRONWORKER, REINFORCING.....	\$ 34.80	0.00
IRONWORKER, STRUCTURAL.....	\$ 30.70	22.72
LABORER		
Air Tool Operator.....	\$ 24.22	8.69
Asphalt Paver.....	\$ 24.22	8.69
Asphalt Raker.....	\$ 24.22	8.69
Blaster-Dynamite.....	\$ 24.22	8.69
Burner.....	\$ 24.22	8.69
Common.....	\$ 24.22	8.69
Concrete Puddler.....	\$ 24.22	8.69
Concrete Surfacers.....	\$ 24.22	8.69
Concrete Tender.....	\$ 24.22	8.69
Concrete Vibrator.....	\$ 24.22	8.69
Density Gauge.....	\$ 24.22	8.69
Fireproofers-Mixer.....	\$ 24.22	8.69
Flagger.....	\$ 24.22	8.69
Grade Checker.....	\$ 24.22	8.69
Hand Roller.....	\$ 24.22	8.69
Hazardous Material Handler..	\$ 24.22	8.69
Jackhammer.....	\$ 24.22	8.69
Landscaping.....	\$ 24.22	8.69
Layout.....	\$ 24.22	8.69
Luteman.....	\$ 24.22	8.69
Mason Tender.....	\$ 24.22	8.69
Mortar Mixer.....	\$ 24.22	8.69
Pipelayer.....	\$ 24.22	8.69
Plasterer-Handler.....	\$ 24.22	8.69
Scaffold Builder.....	\$ 24.22	8.69
Tamper.....	\$ 24.22	8.69
MARINE BOAT OPERATOR.....	\$ 29.00	0.00
MASON - STONE.....	\$ 37.91	17.79
MILLWRIGHT.....	\$ 33.49	12.35
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 30.94	11.48
PLUMBER.....	\$ 41.67	17.91
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 25.00	1.32
Backhoe.....	\$ 24.00	8.63
Boom Truck.....	\$ 24.00	5.85

Broom/Sweeper.....	\$ 17.50	11.03
Bulldozer.....	\$ 33.87	0.00
Concrete Pump.....	\$ 39.90	5.70
Crane.....	\$ 35.29	15.35
Excavator.....	\$ 30.65	6.87
Forklift.....	\$ 35.11	9.20
Gradall.....	\$ 23.62	0.00 +a
Grader.....	\$ 23.62	0.00
Guard Rail Post Driver.....	\$ 24.85	0.00
Loader.....	\$ 25.90	2.56
Mechanic.....	\$ 25.62	6.53
Milling Machine.....	\$ 25.00	3.91
Paver.....	\$ 21.39	6.53
Roller - Asphalt.....	\$ 18.93	6.53
Roller - Earth.....	\$ 20.41	5.59
Scraper.....	\$ 22.44	0.00 +a
Screed.....	\$ 19.23	6.53
Skid Steer (Bobcat).....	\$ 17.70	4.84 +a
Skidder.....	\$ 20.00	0.00
Trencher.....	\$ 33.98	11.92
Vacuum Truck.....	\$ 38.00	0.00

SHEET METAL WORKER.....\$ 40.27 20.43

TERRAZZO FINISHER (Tile Finisher).....\$ 23.28 11.19

TRUCK DRIVER

Concrete Pump.....	\$ 31.00	0.63
Dump.....	\$ 22.36	0.00
Dump-Articulating.....	\$ 23.00	3.00
Flatbed.....	\$ 22.36	7.84
Lowboy.....	\$ 23.15	2.30
Tack/Tar Truck.....	\$ 20.43	6.53
Tractor Trailer.....	\$ 20.65	6.53
Water.....	\$ 19.62	6.53

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240101 01/05/2024

Superseded General Decision Number: MD20230101

State: Maryland

Construction Type: Highway

County: Queen Anne's County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-019 09/04/2019

	Rates	Fringes
CARPENTER.....	\$ 16.50 **	12.37
CEMENT MASON.....	\$ 19.60	3.84
ELECTRICIAN.....	\$ 41.00	9.55
IRONWORKER, REINFORCING.....	\$ 45.00	
IRONWORKER, STRUCTURAL.....	\$ 40.62	4.40
LABORER		
Air Tool Operator.....	\$ 19.07	6.29
Asphalt Paver.....	\$ 19.07	6.29
Asphalt Raker.....	\$ 14.95 **	3.34
Blaster-Dynamite.....	\$ 19.07	6.29
Burner.....	\$ 19.07	6.29
Common.....	\$ 14.95 **	3.34
Concrete Puddler.....	\$ 14.95 **	3.34
Concrete Surfacers.....	\$ 19.07	6.29
Concrete Tender.....	\$ 14.95 **	3.34
Concrete Vibrator.....	\$ 14.95 **	3.34
Density Gauge.....	\$ 14.95 **	3.34
Fireproofers-Mixer.....	\$ 14.95 **	3.34
Flagger.....	\$ 14.95 **	3.34
Grade Checker.....	\$ 14.95 **	3.34
Hand Roller.....	\$ 14.95 **	3.34
Hazardous Material Handler..	\$ 19.07	6.29
Jackhammer.....	\$ 14.95 **	3.34
Landscaping.....	\$ 14.95 **	3.34
Layout.....	\$ 14.95 **	3.34
Luteman.....	\$ 14.95 **	3.34
Mason Tender.....	\$ 19.07	6.29
Mortar Mixer.....	\$ 14.95 **	3.34
Pipelayer.....	\$ 19.07	6.29
Plasterer-Handler.....	\$ 14.95 **	3.34
Scaffold Builder.....	\$ 19.07	6.29
Tampers.....	\$ 14.95 **	3.34
PAINTER: Bridge.....	\$ 39.81	3.83
PILEDRIVERMAN.....	\$ 24.48	7.83
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 20.00	3.60
Backhoe.....	\$ 28.45	11.95
Boom Truck.....	\$ 21.50	3.34
Broom/Sweeper.....	\$ 15.50 **	3.28
Bulldozer.....	\$ 27.70	11.80
Crane.....	\$ 31.95	11.95
Excavator.....	\$ 21.70	7.31
Gradall.....	\$ 29.45	11.95
Grader.....	\$ 22.00	7.14+a
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 27.70	11.80
Mechanic.....	\$ 26.95	11.65
Milling Machine.....	\$ 19.98	5.49
Paver.....	\$ 16.50 **	2.95
Roller - Asphalt.....	\$ 17.09 **	3.73

Roller - Earth.....	\$ 16.50 **	2.26
Scraper.....	\$ 28.45	11.95+a
Screed.....	\$ 19.00	4.32
Shoulder Machine.....	\$ 27.55	11.95
Skid Steer (Bobcat).....	\$ 16.48 **	3.97
Spreader.....	\$ 17.00 **	0.73
Trencher.....	\$ 29.50	10.63
Vacuum Truck.....	\$ 27.55	11.95

TRUCK DRIVER

Dump - Articulating.....	\$ 15.30 **	.04
Dump.....	\$ 18.60	2.49
Flatbed.....	\$ 21.50	5.55
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 22.25	.33
Tractor Trailer.....	\$ 32.00	2.00
Water.....	\$ 24.94	7.58

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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



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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
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- \* a conformance (additional classification and rate) ruling

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

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

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

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

Wage and Hour Administrator  
 U.S. Department of Labor  
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 Washington, DC 20210

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240102 01/05/2024

Superseded General Decision Number: MD20230102

State: Maryland

Construction Type: Highway

County: Somerset County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-020 09/04/2019

	Rates	Fringes
CARPENTER.....	\$ 18.17	2.28
CEMENT MASON.....	\$ 27.15	9.77
ELECTRICIAN.....	\$ 31.95	10.90
IRONWORKER (Fence Erector).....	\$ 27.05	0.00
IRONWORKER, REINFORCING.....	\$ 14.00 **	1.00
<b>LABORER</b>		
Air Tool Operator.....	\$ 16.39 **	1.53
Asphalt Paver.....	\$ 16.39 **	1.53
Asphalt Raker.....	\$ 15.14 **	1.75
Blaster-Dynamite.....	\$ 16.39 **	1.53
Burner.....	\$ 16.39 **	1.53
Common.....	\$ 15.14 **	1.75
Concrete Puddler.....	\$ 15.14 **	1.75
Concrete Surfacers.....	\$ 16.39 **	1.53
Concrete Tender.....	\$ 15.14 **	1.75
Concrete Vibrator.....	\$ 15.14 **	1.75
Density Gauge.....	\$ 15.14 **	1.75
Fireproofers-Mixer.....	\$ 15.14 **	1.75
Flagger.....	\$ 15.14 **	1.75
Grade Checker.....	\$ 15.14 **	1.75
Hand Roller.....	\$ 15.14 **	1.75
Hazardous Material Handler..	\$ 16.39 **	1.53
Jackhammer.....	\$ 15.14 **	1.75
Landscaping.....	\$ 15.14 **	1.75
Layout.....	\$ 15.14 **	1.75
Luteman.....	\$ 15.14 **	1.75
Mason Tender.....	\$ 16.39 **	1.53
Mortar Mixer.....	\$ 15.14 **	1.75
Pipelayer.....	\$ 16.39 **	1.53
Plasterer-Handler.....	\$ 15.14 **	1.75
Scaffold Builder.....	\$ 16.39 **	1.53
Tampers.....	\$ 15.14 **	1.75
<b>POWER EQUIPMENT OPERATOR</b>		
Asphalt Distributor.....	\$ 20.00	3.80
Backhoe.....	\$ 24.00	7.68
Boom Truck.....	\$ 22.50	4.08
Broom/Sweeper.....	\$ 15.00 **	2.86
Bulldozer.....	\$ 21.67	3.77
Crane.....	\$ 34.70	15.40+a
Excavator.....	\$ 25.00	1.56
Gradall.....	\$ 23.00	4.25
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 20.85	4.60
Mechanic.....	\$ 27.50	10.80
Milling Machine.....	\$ 18.23	4.46
Paver.....	\$ 15.00 **	3.02
Roller - Asphalt.....	\$ 16.76 **	2.49
Roller - Earth.....	\$ 21.70	4.38
Scraper.....	\$ 23.00	5.18+a
Screed.....	\$ 20.48	2.88
Skid Steer (Bobcat).....	\$ 16.31 **	2.14

TRUCK DRIVER

Dump.....	\$ 18.79	3.09
Flatbed.....	\$ 20.22	5.70
Lowboy.....	\$ 18.00	7.68
Tandem.....	\$ 25.00	

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"



"General Decision Number: MD20240086 01/05/2024

Superseded General Decision Number: MD20230086

State: Maryland

Construction Type: Highway

County: St Mary's County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-004 10/21/2019

	Rates	Fringes
CEMENT MASON.....	\$ 33.38	9.77
ELECTRICIAN.....	\$ 40.00	8.60
IRONWORKER, REINFORCING.....	\$ 44.49	18.89
IRONWORKER, STRUCTURAL.....	\$ 35.00	7.82
LABORER		
Air Tool Operator.....	\$ 16.60 **	4.26
Asphalt Paver.....	\$ 16.60 **	4.26
Asphalt Raker.....	\$ 20.08	2.10
Blaster-Dynamite.....	\$ 16.60 **	4.26
Burner.....	\$ 16.60 **	4.26
Common.....	\$ 20.08	2.10
Concrete Puddler.....	\$ 20.08	2.10
Concrete Surfacers.....	\$ 16.60 **	4.26
Concrete Tender.....	\$ 20.08	2.10
Concrete Vibrator.....	\$ 20.08	2.10
Density Gauge.....	\$ 20.08	2.10
Fireproofers-Mixer.....	\$ 20.08	2.10
Flagger.....	\$ 20.08	2.10
Grade Checker.....	\$ 20.08	2.10
Hand Roller.....	\$ 20.08	2.10
Hazardous Material Handler..	\$ 16.60 **	4.26
Jackhammer.....	\$ 20.08	2.10
Landscaping.....	\$ 20.08	2.10
Layout.....	\$ 20.08	2.10
Luteman.....	\$ 20.08	2.10
Mason Tender.....	\$ 16.60 **	4.26
Mortar Mixer.....	\$ 20.08	2.10
Pipelayer.....	\$ 16.60 **	4.26
Plasterer-Handler.....	\$ 20.08	2.10
Scaffold Builder.....	\$ 16.60 **	4.26
Tamper.....	\$ 20.08	2.10
MILLWRIGHT.....	\$ 34.37	9.28
PAINTER: Bridge.....	\$ 38.03	12.58
PILEDRIVERMAN.....	\$ 29.19	9.48
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 21.12	10.70
Backhoe.....	\$ 26.00	8.16
Boom Truck.....	\$ 23.00	3.07
Broom/Sweeper.....	\$ 21.73	0.00
Bulldozer.....	\$ 28.18	12.97
Concrete Pump.....	\$ 35.08	6.68
Crane.....	\$ 35.00	11.35+a
Drill - Rig.....	\$ 32.05	12.42
Excavator.....	\$ 24.40	7.12
Grader.....	\$ 26.98	12.97
Guard Rail Post Driver.....	\$ 24.85	3.29
Loader.....	\$ 16.70 **	1.05
Mechanic.....	\$ 36.35	8.65
Milling Machine.....	\$ 22.50	0.00+a
Oiler.....	\$ 20.43	7.00

Roller - Earth.....	\$ 26.23	12.97
Roller-Asphalt.....	\$ 25.00	0.00
Skid Steer (Bobcat).....	\$ 21.00	4.08
Trencher.....	\$ 29.50	10.09

TRUCK DRIVER

Dump.....	\$ 22.00	0.00
Flatbed.....	\$ 17.25	3.75
Tractor Trailer.....	\$ 23.24	8.16
Water.....	\$ 22.18	0.00

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

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

#### Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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- \* an existing published wage determination
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 U.S. Department of Labor  
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 Washington, DC 20210

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240103 01/05/2024

Superseded General Decision Number: MD20230103

State: Maryland

Construction Type: Highway

County: Talbot County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

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Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-021 09/04/2019

	Rates	Fringes
CARPENTER.....	\$ 16.50 **	12.37
CEMENT MASON.....	\$ 19.60	3.84
ELECTRICIAN.....	\$ 41.00	9.55
IRONWORKER, REINFORCING.....	\$ 45.00	
IRONWORKER, STRUCTURAL.....	\$ 40.62	4.40
LABORER		
Air Tool Operator.....	\$ 18.50	5.09
Asphalt Paver.....	\$ 18.50	5.09
Asphalt Raker.....	\$ 15.61 **	3.49
Blaster-Dynamite.....	\$ 18.50	5.09
Burner.....	\$ 18.50	5.09
Common.....	\$ 15.61 **	3.49
Concrete Puddler.....	\$ 15.61 **	3.49
Concrete Surfacers.....	\$ 18.50	5.09
Concrete Tender.....	\$ 15.61 **	3.49
Concrete Vibrator.....	\$ 15.61 **	3.49
Density Gauge.....	\$ 15.61 **	3.49
Fireproofers-Mixer.....	\$ 15.61 **	3.49
Flagger.....	\$ 15.61 **	3.49
Grade Checker.....	\$ 15.61 **	3.49
Hand Roller.....	\$ 15.61 **	3.49
Hazardous Material Handler..	\$ 18.50	5.09
Jackhammer.....	\$ 15.61 **	3.49
Landscaping.....	\$ 15.61 **	3.49
Layout.....	\$ 15.61 **	3.49
Luteman.....	\$ 15.61 **	3.49
Mason Tender.....	\$ 18.50	5.09
Mortar Mixer.....	\$ 15.61 **	3.49
Pipelayer.....	\$ 18.50	5.09
Plasterer-Handler.....	\$ 15.61 **	3.49
Scaffold Builder.....	\$ 18.50	5.09
Tampers.....	\$ 15.61 **	3.49
PAINTER: Bridge.....	\$ 36.13	11.49
PILEDRIVERMAN.....	\$ 24.48	7.83
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 17.55	4.14
Backhoe.....	\$ 28.45	11.95
Boom Truck.....	\$ 21.50	3.34
Broom/Sweeper.....	\$ 14.63 **	1.70
Bulldozer.....	\$ 19.89	4.34
Crane.....	\$ 31.95	11.95
Excavator.....	\$ 18.06	5.17
Gradall.....	\$ 18.78	3.18
Grader.....	\$ 19.56	3.17
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 24.05	11.80
Mechanic.....	\$ 24.59	5.00
Milling Machine.....	\$ 21.98	6.61
Paver.....	\$ 16.00 **	0.70
Roller - Asphalt.....	\$ 16.53 **	4.61

Roller - Earth.....	\$ 14.38 **	2.85
Scraper.....	\$ 17.50	4.05+a
Screed.....	\$ 17.00 **	2.94
Shoulder Machine.....	\$ 27.55	11.95
Skid Steer (Bobcat).....	\$ 16.88 **	3.63
Spreader.....	\$ 17.00 **	0.73
Trencher.....	\$ 29.50	10.63
Vacuum Truck.....	\$ 27.55	11.95

TRUCK DRIVER

Dump - Articulating.....	\$ 15.30 **	0.04
Dump.....	\$ 18.23	2.05
Flatbed.....	\$ 21.50	5.55
Lowboy.....	\$ 25.23	7.58
Tack/Tar Truck.....	\$ 24.94	7.58
Tandem.....	\$ 22.25	.33
Tractor Trailer.....	\$ 32.00	2.00
Water.....	\$ 24.94	7.58

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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



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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240104 01/05/2024

Superseded General Decision Number: MD20230104

State: Maryland

Construction Type: Highway

County: Washington County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-022 09/04/2019

	Rates	Fringes
CARPENTER.....	\$ 19.26	6.53
CEMENT MASON.....	\$ 19.88	6.53
ELECTRICIAN.....	\$ 32.90	17.64
IRONWORKER, REINFORCING.....	\$ 32.60	18.93
LABORER		
Air Tool Operator.....	\$ 21.37	13.17
Asphalt Paver.....	\$ 21.37	13.17
Asphalt Raker.....	\$ 16.33 **	6.53
Blaster-Dynamite.....	\$ 21.37	13.17
Burner.....	\$ 21.37	13.17
Common.....	\$ 16.33 **	6.53
Concrete Puddler.....	\$ 16.33 **	6.53
Concrete Surfacers.....	\$ 21.37	13.17
Concrete Tender.....	\$ 16.33 **	6.53
Concrete Vibrator.....	\$ 16.33 **	6.53
Density Gauge.....	\$ 16.33 **	6.53
Fireproofers-Mixer.....	\$ 16.33 **	6.53
Flagger.....	\$ 16.33 **	6.53
Grade Checker.....	\$ 16.33 **	6.53
Hand Roller.....	\$ 16.33 **	6.53
Hazardous Material Handler..	\$ 21.37	13.17
Jackhammer.....	\$ 16.33 **	6.53
Landscaping.....	\$ 16.33 **	6.53
Layout.....	\$ 16.33 **	6.53
Luteman.....	\$ 16.33 **	6.53
Mason Tender.....	\$ 21.37	13.17
Mortar Mixer.....	\$ 16.33 **	6.53
Pipelayer.....	\$ 21.37	13.17
Plasterer-Handler.....	\$ 16.33 **	6.53
Scaffold Builder.....	\$ 21.37	13.17
Tampers.....	\$ 16.33 **	6.53
MILLWRIGHT.....	\$ 30.92	17.50
PAINTER: Bridge.....	\$ 34.23	11.89
PLUMBER.....	\$ 32.18	14.18
POWER EQUIPMENT OPERATOR		
Asphalt Distributor.....	\$ 32.77	13.95
Backhoe.....	\$ 32.22	13.95
Broom/Sweeper.....	\$ 20.11	6.53
Bulldozer.....	\$ 22.89	6.53
Crane.....	\$ 33.37	13.95+a
Drill-Rig.....	\$ 21.65	6.53
Excavator.....	\$ 24.61	6.53
Forklift.....	\$ 32.22	13.95
Grader.....	\$ 32.22	13.95+a
Loader.....	\$ 32.22	13.95
Mechanic.....	\$ 31.52	6.53
Milling Machine.....	\$ 19.39	6.53
Paver.....	\$ 21.12	6.53
Rock/Stump Tub Grinder.....	\$ 32.22	13.95
Roller - Asphalt.....	\$ 20.54	6.53

Roller - Earth.....	\$ 19.34	6.53
Screed.....	\$ 21.57	6.53
Skid Steer (Bobcat).....	\$ 32.22	13.95
Trencher.....	\$ 39.50	12.13

STEAMFITTER/PIPEFITTER.....\$ 32.18 14.18

TRUCK DRIVER

Dump.....	\$ 18.38	6.53
Dump-Articulating.....	\$ 18.76	6.53
Flatbed.....	\$ 20.54	6.53
Lowboy.....	\$ 22.10	4.35
Tack/Tar Truck.....	\$ 20.54	6.53
Tractor Trailer.....	\$ 20.65	6.53
Water.....	\$ 19.17	6.53

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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#### Union Rate Identifiers

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

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#### Survey Rate Identifiers

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

#### Union Average Rate Identifiers

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

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

based.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====  
END OF GENERAL DECISION"



"General Decision Number: MD20240089 01/05/2024

Superseded General Decision Number: MD20230089

State: Maryland

Construction Type: Highway

County: Wicomico County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-007 08/29/2019

	Rates	Fringes
CARPENTER.....	\$ 18.17	2.28
CEMENT MASON.....	\$ 27.15	9.77
ELECTRICIAN.....	\$ 31.95	10.90
IRONWORKER (FENCE ERECTOR).....	\$ 27.05	0.00
IRONWORKER, REINFORCING.....	\$ 30.70	20.45
<b>LABORER</b>		
Air Tool Operator.....	\$ 18.10	4.15
Asphalt Paver.....	\$ 18.10	4.15
Asphalt Raker.....	\$ 17.58	3.59
Blaster-Dynamite.....	\$ 18.10	4.15
Burner.....	\$ 18.10	4.15
Common.....	\$ 17.58	3.59
Concrete Puddler.....	\$ 17.58	3.59
Concrete Surfacers.....	\$ 18.10	4.15
Concrete Tender.....	\$ 17.58	3.59
Concrete Vibrator.....	\$ 17.58	3.59
Density Gauge.....	\$ 17.58	3.59
Fireproofers-Mixer.....	\$ 17.58	3.59
Flagger.....	\$ 17.58	3.59
Grade Checker.....	\$ 17.58	3.59
Hand Roller.....	\$ 17.58	3.59
Hazardous Material Handler..	\$ 18.10	4.15
Jackhammer.....	\$ 17.58	3.59
Landscaping.....	\$ 17.58	3.59
Layout.....	\$ 17.58	3.59
Luteman.....	\$ 17.58	3.59
Mason Tender.....	\$ 18.10	4.15
Mortar Mixer.....	\$ 17.58	3.59
Pipelayer.....	\$ 18.10	4.15
Plasterer-Handler.....	\$ 17.58	3.59
Scaffold Builder.....	\$ 18.10	4.15
Tamper.....	\$ 17.58	3.59
<b>POWER EQUIPMENT OPERATOR</b>		
Asphalt Distributor.....	\$ 20.00	3.80
Backhoe.....	\$ 24.00	7.68
Boom Truck.....	\$ 22.50	4.08
Broom/Sweeper.....	\$ 19.50	1.07
Bulldozer.....	\$ 21.67	3.77
Crane.....	\$ 34.70	15.40+a
Excavator.....	\$ 20.25	4.04
Gradall.....	\$ 19.50	2.13
Guard Rail Post Driver.....	\$ 20.00	6.30
Loader.....	\$ 22.75	4.68
Mechanic.....	\$ 26.80	4.69
Milling Machine.....	\$ 22.25	6.35
Paver.....	\$ 15.50 **	2.18
Roller-Asphalt.....	\$ 17.75	1.87
Roller-Earth.....	\$ 21.70	4.38
Scraper.....	\$ 23.00	5.18+a
Screed.....	\$ 17.55	4.59
Skid Steer (Bobcat).....	\$ 19.50	2.28+a

TRUCK DRIVER

Dump.....	\$ 19.25	4.23
Flatbed.....	\$ 18.00	4.09
Lowboy.....	\$ 18.00	7.68
Tandem.....	\$ 25.00	0.00

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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Union Rate Identifiers

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: MD20240088 01/05/2024

Superseded General Decision Number: MD20230088

State: Maryland

Construction Type: Highway

County: Worcester County in Maryland.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/05/2024

SUMD2019-006 08/29/2019

	Rates	Fringes
CARPENTER.....	\$ 18.17	2.28
CEMENT MASON.....	\$ 27.15	9.77
ELECTRICIAN.....	\$ 31.95	10.90
IRONWORKER (Fence Erector).....	\$ 27.05	0.00
IRONWORKER, REINFORCING.....	\$ 14.00 **	1.00
<b>LABORER</b>		
Air Tool Operator.....	\$ 18.10	4.15
Asphalt Paver.....	\$ 18.10	4.15
Asphalt Raker.....	\$ 15.35 **	3.09
Blaster-Dynamite.....	\$ 18.10	4.15
Burner.....	\$ 18.10	4.15
Common.....	\$ 15.35 **	3.09
Concrete Puddler.....	\$ 15.35 **	3.09
Concrete Surfacers.....	\$ 18.10	4.15
Concrete Tender.....	\$ 15.35 **	3.09
Concrete Vibrator.....	\$ 15.35 **	3.09
Density Gauge.....	\$ 15.35 **	3.09
Fireproofers-Mixer.....	\$ 15.35 **	3.09
Flagger.....	\$ 15.35 **	3.09
Grade Checker.....	\$ 15.35 **	3.09
Hand Roller.....	\$ 15.35 **	3.09
Hazardous Material Handler..	\$ 18.10	4.15
Jackhammer.....	\$ 15.35 **	3.09
Landscaping.....	\$ 15.35 **	3.09
Layout.....	\$ 15.35 **	3.09
Luteman.....	\$ 15.35 **	3.09
Mason Tender.....	\$ 18.10	4.15
Mortar Mixer.....	\$ 15.35 **	3.09
Pipelayer.....	\$ 18.10	4.15
Plasterer-Handler.....	\$ 15.35 **	3.09
Scaffold Builder.....	\$ 18.10	4.15
Tamper.....	\$ 15.35 **	3.09
<b>POWER EQUIPMENT OPERATOR</b>		
Asphalt Distributor.....	\$ 20.00	3.80
Backhoe.....	\$ 24.00	7.68
Boom Truck.....	\$ 22.50	4.08
Broom/Sweeper.....	\$ 19.50	1.07
Bulldozer.....	\$ 21.67	3.77
Crane.....	\$ 34.70	15.40+a
Excavator.....	\$ 25.00	1.56
Gradall.....	\$ 23.00	2.13
Guard Rail Post Pounder....	\$ 20.00	6.30
Loader.....	\$ 27.25	11.65
Mechanic.....	\$ 27.50	7.03
Milling Machine.....	\$ 22.25	6.35
Paver.....	\$ 15.50 **	2.18
Roller-Asphalt.....	\$ 17.75	1.87
Roller-Earth.....	\$ 21.70	4.38
Scraper.....	\$ 23.00	5.18+a
Screed.....	\$ 17.55	4.59
Skid Steer (Bobcat).....	\$ 15.92 **	1.15+a

TRUCK DRIVER

Dump.....	\$ 19.25	4.23
Flatbed.....	\$ 18.00	4.09
Lowboy.....	\$ 18.00	7.68
Tandem.....	\$ 25.00	0.00

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- b. PAID VACATIONS: Employees with 1 year service-1 week paid vacation; 2 years service-2 weeks paid vacation; 10 years service-3 weeks paid vacation.

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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



Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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END OF GENERAL DECISION"

**ATTACHMENT G – FEDERAL CONTRACT PROVISIONS**

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

CONTRACT NO. AZ3405186

1 of 1

**NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT**

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

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

**CONTRACT PROVISIONS**  
(NCHRP) REPORT 350 AND MASH COMPLIANCE

CONTRACT NO. AZ3405186  
1 of 2

**NOTICE TO ALL HOLDERS OF THIS CONTRACT DOCUMENT**

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

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

**TEMPORARY INSTALLATIONS FOR MAINTENANCE OF TRAFFIC**

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

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

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

**Category 1 Devices**

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

**Category 2 Devices**

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

**Category 3 Devices**

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

**CONTRACT PROVISIONS**  
**(NCHRP) REPORT 350 AND MASH COMPLIANCE**

CONTRACT NO. AZ3405186  
2 of 2

(c) Temporary End Treatments.

**Category 4 Devices**

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

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

**PERMANENT ROADSIDE HARDWARE INSTALLATION**

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

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

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

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

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

**CONTRACT PROVISIONS  
OCCUPYING WETLANDS**

CONTRACT NO. AZ3405186  
1 of 1

**OCCUPYING WETLANDS**

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

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

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

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

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

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;



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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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## USDOT TITLE VI ASSURANCES 1050.2A

The Maryland State Highway Administration (“SHA”) (herein referred to as the “Recipient”) **HEREBY AGREES THAT**, as condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Highway Administration** is subject to and will comply with the following:

### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act Of 1964);
- 28 C.F.R. Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

### General Assurances

In accordance with the Acts and Regulations and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal-Aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source.

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any

transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Maryland State Highway Administration also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Maryland State Highway Administration gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-Aid Highway Program. This ASSURANCE is binding on Maryland, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

**The Maryland State Highway Administration**

By 

William Pines, P. E., Administrator

Date 8/31/2023



## APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B OF THE TITLE VI ASSURANCES

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SHA will accept title to the lands and maintain the project constructed thereon in accordance with the *Consolidated and Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013)*, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the SHA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the SHA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the SHA, its successors and assigns.

The SHA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the SHA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

*(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)*

## APPENDIX C OF THE TITLE VI ASSURANCES

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into SHA pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, SHA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, SHA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the SHA and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D OF THE TITLE VI ASSURANCES

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by SHA pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, SHA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, SHA will there upon revert to and vest in and become the absolute property of SHA and its assigns.\*

*(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)*

## APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*\*The following are a list of potentially pertinent provisions which would be included if applicable.*

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which discrimination because of sex in education programs or activities (20 U.S.C. 1681 e seq)

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

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

Recommended by:



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

Approved by:



\_\_\_\_\_  
Gregory A. Slater  
Administrator

Date:

Date:

1. BACKGROUND

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

2. STATEMENT OF POLICY

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

3. APPLICABILITY

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



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

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

#### 4. REFERENCES

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

#### 5. DEFINITIONS

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

**ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

**Reference COMAR 21.05.08.08**

- A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. “Person” has the meaning stated in COMAR 21.01.02.01B(64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.
- C. The Contractor warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):
- E. The Contractor agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH PROPOSAL**

**ATTACHMENT I – NON-DISCLOSURE AGREEMENT**

This solicitation does not require a Non-Disclosure Agreement.

**ATTACHMENT J – HIPAA BUSINESS ASSOCIATE AGREEMENT**

This solicitation does not require a HIPAA Business Associate Agreement.

**ATTACHMENT K – MERCURY AFFIDAVIT**

This solicitation does not include the procurement of products known to likely include mercury as a component.

**ATTACHMENT L – LOCATION OF PERFORMANCE OF SERVICES DISCLOSURE**

**(Submit with Proposal)**

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. \_\_\_\_\_, the following disclosures are hereby made:

1. At the time of Proposal submission, the Contractor and/or its proposed subcontractors:

\_\_\_\_\_ have plans

\_\_\_\_\_ have **no** plans

To perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Contractor or its proposed subcontractors, the Contractor shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

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

b. Reasons why it is necessary or advantageous to perform services outside the United States:

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

The undersigned, being an authorized representative of the Contractor, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

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

Offeror Name: \_\_\_\_\_

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

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

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

Please be advised that the Administration may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

## ATTACHMENT M – CONTRACT (FOR REFERENCE ONLY)

### MARYLAND NATIONAL ELECTRIC VEHICLE INFRASTRUCTURE (NEVI) – ROUND 1

THIS CONTRACT (the “Contract”) is made this (“X<sup>th</sup>”) day of (month), (year) (Effective Date) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the (ADMINISTRATION).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

#### 1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the (ADMINISTRATION).
- 1.3 “Contract Monitor” means the following Administration employee identified as the Contract Monitor: (Contract Monitor’s name and contact information)
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Administration” means the (Administration).
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal(s) dated (Financial Proposal date).
- 1.7 “Procurement Officer” means the following Administration employee identified as the Procurement Officer: (Procurement Officer’s name and contact information)
- 1.8 “RFP” means the Request for Proposals for (solicitation title) Solicitation # (solicitation number), and any addenda thereto issued in writing by the State.
- 1.9 “State” means the State of Maryland.
- 1.10 “Technical Proposal” means the Contractor’s Technical Proposal(s) dated (Technical Proposal date).

#### 2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for the Maryland National Electric Vehicle Infrastructure awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment N)

Exhibit C – The Proposal(s) (Technical and Financial)

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

### **3. Period of Performance.**

- 3.1 The term of this Contract begins on the Effective Date when the Contract is signed by the Administration following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The term includes a period of performance of six (6) years, including one (1) year, commencing with the date of the initial written Notice to Proceed-1, to complete the design and construction for all Project Sites (including power and data service) and five (5) years for Operations & Maintenance for each Project Site commencing for a Project Site on the date of the Project Site's Notice of Acceptance. All work under the Contract shall be completed in the six (6) year period of performance unless the Administration grants an extension of time.
- 3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

### **4. Consideration and Payment**

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Administration shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal (s). **Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ (enter NTE amount).**
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Administration's receipt of a proper invoice for services provided by the Contractor, acceptance by the Administration of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Administration is not evidence that services were rendered as required under this Contract.



4.5 Contractor's eMaryland Marketplace vendor ID number is (Contractor's eMMA number).

## **5. Rights to Records**

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

## **6. Exclusive Use**

6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Administration or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Administration's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

## **7. Patents, Copyrights, and Intellectual Property**

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a

court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **8. Confidential or Proprietary Information and Documentation**

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or I which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

## **9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

## **10. Indemnification**

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or lawsuit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, lawsuit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

## **11. Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **12. Disputes**

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or shall have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **13. Maryland Law**

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

## **14. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**15. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

**16. Non-Availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**17. Termination for Default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

**18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

**19. Delays and Extensions of Time**

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions for the one (1) year term for the design and construction for the Project Sites and to accommodate the five (5) year term for operations and maintenance (O&M) for the Project Site will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control

and without the fault or negligence of either the Contractor or the subcontractors or suppliers. No additional compensation will be considered for any time extension.

**20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

**21. Pre-Existing Regulations**

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

**22. Financial Disclosure**

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

**23. Political Contribution Disclosure**

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

**24. Documents Retention and Inspection Clause**

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or Federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

**25. Right to Audit**

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices

(financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.

- 25.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Administration may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Administration's election. The Administration may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Administration has the right to audit such subcontractor(s).
- 25.4 The Contractor and/or subcontractors shall cooperate with Administration and Administration's designated accountant or auditor and shall provide the necessary assistance for the Administration or Administration's designated accountant or auditor to conduct the audit.
- 25.5 This Section shall survive expiration or termination of the Contract.

## **26. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 26.3 It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **27. Cost and Price Certification**

- 27.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

## **28. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer; provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as

may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

**29. Liability**

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, the Contractor shall be liable as follows:

- 29.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- 29.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 29.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form the Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

**30. Commercial Nondiscrimination**

- 30.1 As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Administration, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, the Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

### **31. Prompt Pay Requirements**

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Administration, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
  - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
  - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - e. Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
  - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Administration, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
  - b. Be used as evidence on the merits of a dispute between the Administration and the contractor in any other proceeding; or
  - c. Result in liability against or prejudice the rights of the Administration.

### **32. Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

### **33. Use of Estimated Quantities**

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Administration does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

### **34. Contract Monitor and Procurement Officer**

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.



**35. Real Property Requirements**

- 35.1 The Contractor shall ensure that it has adequate real property interests to occupy the Project Site to complete all work under this Contract including providing the public the right to enter and use the Project Site for at least five years after the Notice of Acceptance. Such assurances of the adequacy of the real property interests by the Contractor shall be included in the Site Host Agreement and be reliant on legal instruments such as a deed, lease, or other forms of agreement found acceptable to the Administration that convey these real property interests to the Contractor for the purpose of all work under this Contract.
- 35.2 The Contractor grants the Administration, the Federal Highway Administration, their members, officers, agents, employees, representatives, and contractors the right to enter onto the Project Site, unimpeded at any time, for the purpose of exercising the Administration’s rights under the Contract until all work under the Contract, including Contract Expiry Obligations, has been completed. The Contractor shall ensure that the Site Host Agreement and other agreements and instruments include clauses that permit the Administration to enter to the full extent required by this section.
- 35.3 Acquisition of real property interests for the Project Site must be in compliance with the Uniform Real Property Acquisition and Relocation Assistance (Uniform Act) at Title 49, Code of Federal Regulations, Part 24 and Title 23, Code of Federal Regulations, Part 710.
- 35.4 The Administration will issue a Right-of-Way Certification to the Contractor for a Project Site after receipt of an acceptable Site Host Agreement and National Environmental Policy Act approval. The Contractor is required to provide legal instruments authorizing legal and physical possession of the Project Site such as a deed, lease or other forms of agreement showing the adequacy of the real property interest and providing access rights to the Administration as described in Section 35.2. The Contractor shall provide additional supporting documentation deemed necessary by the Administration for this purpose which may include documentation indicating that the property owner was offered fair market value for the real property rights, documentation that the property owner was informed they are entitled to just compensation or any other documentation required by the Administration that is in compliance with the Uniform Act. The Administration will issue a Notice to Proceed-2 for a Project Site only after a Right-of-Way Certification is obtained.

**36. Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: (Name of Procurement Officer)  
Procurement Officer  
(Address and contact information for Procurement Officer)

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 37. Noncompliance Price Adjustment

While “downtime” is needed for regularly scheduled maintenance and situations beyond the Contractor’s control such as electrical utility service interruptions, vandalism, or natural disaster, each charging port shall function (or have an average “uptime”) of at least 97.00%. If the average annual uptime for a charging port drops below 97.00%, the Administration will adjust the O&M payment for the year pursuant to the below based on the actual uptime during the year. If Notice of Acceptance has not been received for a Project Site during the one-year design and construction period or an extension of time has not been granted by the Administration under the terms of the Contract, any time after the completion of the design and construction period will be considered “downtime” for the purposes of the calculation of a Noncompliance Price Adjustment. Note there will be no Price Adjustment for compliance (97.00% or greater).

Charging port uptime shall be calculated as presented in the Final NEVI Standards and Requirements as follows:

$$\mu = ((525,600 - (T_{\text{outage}} - T_{\text{excluded}})) / 525,600) \times 100$$

where:

- $\mu$  = port uptime percentage,
- $T_{\text{outage}}$  = total minutes of outage in previous year, and
- $T_{\text{excluded}}$  = total minutes of outage in previous year caused by the following reasons outside the charging station operator's control, provided that the charging station operator can demonstrate that the charging port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.

O&M Payment Year [1-5] = Payment (per RFP Section 3.4.2.1) X ( $\mu/97.0$ )

- 37.1 Notwithstanding the above, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or otherwise may be available at law or in equity.

(If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause shall be included and completed for the Contractor’s Parent Company to guarantee performance of the Contractor. The guarantor/Contractor’s Parent Company shall be named as a party and signatory to the Contract and shall be in good standing with SDAT.)

### 38. Parent Company Guarantee

(Corporate name of Contractor’s Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor’s Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor’s Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor’s Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

**39. Limited English Proficiency**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

**40. Miscellaneous**

Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

**IN WITNESS THEREOF**, the parties have executed this Contract as of the Effective Date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND  
(ADMINISTRATION)

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

\_\_\_\_\_  
By: (name and title of Administration Head)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Or designee:

PARENT COMPANY (GUARANTOR) (if applicable)

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)

**ATTACHMENT N – CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation     domestic or  foreign;
- (2) Limited Liability Company     domestic or  foreign;
- (3) Partnership     domestic or  foreign;
- (4) Statutory Trust  domestic or  foreign;
- (5)  Sole Proprietorship.

And is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or

other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

#### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence shall know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
  - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
- (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated \_\_\_\_\_, 202\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT O – DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.

## ATTACHMENT P – INFORMATION TECHNOLOGY (IT) REQUIREMENTS

Contractors shall comply with local, state, or federal laws and regulations, [Maryland Department of Information Technology](#) policies, standards, and guidelines and the requirements of this Attachment as they relate to data sharing/interoperability, cybersecurity and privacy.

### I. Contractor-Supplied Hardware, Software, and Materials

- A. Reserved
- B. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- C. The State shall be permitted limited user-specific application configuration settings.
- D. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.
- E. All Upgrades and regulatory updates shall be provided at no additional cost.
- F. The State requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- G. The Offeror shall install and provide all documentation for the software furnished under the Contract.

### II. Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx> ;
- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;

### III. Product Requirements

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal.
- B. Offeror shall be authorized to furnish the proposed goods and services.



- C. No international processing for State Data: As described in **Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.

#### **IV. Maintenance and Support**

Maintenance and support, and Contractor's ongoing maintenance and support obligations, are defined as follows:

- A. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
- B. Support shall be provided for superseded releases and back releases still in use by the State.
- C. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables:
  - 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - 2) Material Defects. Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - 3) Updates. Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the Contractor and made available to its other customers.
- D. Operations tasks to include virus scans

#### **V. Backup**

The Contractor shall:

- A. Perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
- B. Retain daily backups for one (1) month and weekly backups shall be retained for two (2) years;
- C. Store daily backups off-site.

#### **VI. Disaster Recovery and Data**

The following requirements apply to the Contract:

##### **1. Redundancy, Data Backup and Disaster Recovery**

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and

other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.

- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
  - 1) The Contractor shall furnish a DR site.
  - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the <<typeofAgency>> to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

## **2. Data Export/Import**

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
  - 1) perform a full or partial import/export of State data within 24 hours of a request; or
  - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

## **3. Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or

technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.

- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

## **VII. Security Requirements**

The following requirements are applicable to the Contract:

### **1. Information Technology**

- A. Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.
- B. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
- C. The Contractor shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below;
- D. The Contractor shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- E. The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:

<https://doit.maryland.gov/policies/Pages/default.aspx>

### **2. Data Protection and Controls**

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
  - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements in this attachment.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
  - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
  - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
  - 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
  - 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS),

“Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Administration shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default “deny all” and only allow access by exception.
- 12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Administration shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States ("U.S."). The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The <<typeofAgency>> shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

### **3. Security Logs and Reports Access**

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.

- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

#### **4. Security Plan**

- A. The Contractor shall protect State data according to a written security policy (“Security Plan”) no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.
- C. The Security Plan shall address compliance with the PCI DSS for payment card processing.

#### **5. PCI Compliance**

- A. Contractor shall at all times comply, and ensure compliance with, all applicable Payment Card Industry (“PCI”) Data Security Standards (“DSS”), including any and all changes thereto. Contractor shall provide the Administration with documented evidence of current compliance to PCI DSS within 30 days of an Administration request.
- B. The Contractor shall annually furnish to the State evidence of the PCI Security Standards Council’s (SSC) acceptance or attestation of the Contractor’s conformance to the relevant PCI DSS requirements by a third party certified to perform compliance assessments.
- C. The Contractor shall ensure that the scope of the annual SOC 2 Type II Report includes testing to confirm the PCI assessment results.

#### **6. Security Incident Response**

- A. The Contractor shall notify the Administration in accordance when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) notify the Administration within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, the Administration’s Director of Information Technology;
  - 2) notify the Administration within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
  - 3) provide written notice to the Administration within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State requests concerning such unauthorized use or disclosure.
- B. Contractor’s notice shall identify:
  - 1) the nature of the unauthorized use or disclosure;
  - 2) the State data used or disclosed,

- 3) who made the unauthorized use or received the unauthorized disclosure;
  - 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

## **7. Data Breach Responsibilities**

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
  - 2) Cooperate with the State to investigate and resolve the data breach;
  - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
  - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.



## VIII. SOC 2 Type 2 Audit Report

1. A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are: Security, Availability, Processing Integrity, Confidentiality, and Privacy.
2. In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or the Administration's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Administration, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
  - A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract, and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
  - B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract.
  - C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each

year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

- D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Administration under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
- E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Administration.
- F. The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- G. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Administration under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Administration will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- H. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified, the Administration shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Administration will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

**ATTACHMENT Q – SITE ACCESS LANDOWNER AUTHORIZATION FORM**

**PROPERTY LEGAL DESCRIPTION:**

Deed Book: \_\_\_\_\_ Liber: \_\_\_\_\_ Folio: \_\_\_\_\_  
Parcel ID Number: \_\_\_\_\_ Tax Account: \_\_\_\_\_ County: \_\_\_\_\_  
Tax Map: \_\_\_\_\_ Parcel: \_\_\_\_\_ Lot: \_\_\_\_\_

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

Property Owner Name: \_\_\_\_\_  
Property Owner Name: \_\_\_\_\_

The undersigned, registered property owner(s) of the above property, do hereby authorize

\_\_\_\_\_

as well as the Maryland Department of Transportation State Highway Administration, their employees, agents or assigns to have reasonable access to the above referenced property for the evaluation of the property as a potential Project Site for electric vehicle charging infrastructure, including conducting preliminary investigations, surveys and other required coordination that may be needed to complete a review under the National Environmental Policy Act.

Property Owners(s) Address: \_\_\_\_\_  
(If different from above) \_\_\_\_\_  
Property Owner Telephone Number: \_\_\_\_\_  
Property Owner Telephone Number: \_\_\_\_\_

I/We hereby certify the above information to be true and accurate to the best of my/our knowledge.

\_\_\_\_\_  
(Property Owner Authorized Signature) (Date)

\_\_\_\_\_  
(Property Owner Authorized Signature) (Date)

\_\_\_\_\_  
Witness / Attest

## ATTACHMENT R – PROGRESS REPORT & DATA CAPTURE REQUIREMENTS

- During Design and Construction:
  - Please provide a detailed project progress report, including any departures from the proposed timeline and budget.
  - Include a participation breakdown by private entities in any State or local business opportunity certification programs including but not limited to minority-owned businesses, Veteran-owned businesses, woman-owned businesses, and businesses owned by economically disadvantaged individuals.
- During Operations & Maintenance:
  - Please describe below the project’s implementation success, any challenges that you encountered during the reporting period, and the utilization of infrastructure including the # of vehicles that used the stations and documentation that the stations are meeting the uptime requirements of 97.00% or more.
  - If milestones and timelines were not met, why not? Did you encounter any challenges during the reporting period which may interfere with meeting the project objectives? How do you propose to remedy any challenges?
  - Include a participation breakdown by private entities in any State or local business opportunity certification programs including but not limited to minority-owned businesses, Veteran-owned businesses, woman-owned businesses, and businesses owned by economically disadvantaged individuals.

### **Data Capture Requirements:**

Every EV charger is required to have network communications that provide at least the following information:

- Date and time of individual charging sessions
- Total energy (kWh) for each session
- Maximum power (kW) demand for each session
- Total dollar amount charged to the user for each session
- Charger station status and health in real-time
- Error status (malfunction or operating error)
- Current price per kWh in real-time

### **Reporting Requirements:**

Contractor must collect and report the following data at the frequency listed. These requirements are based on the [NEVI Standards and Requirements Final Rule](#). FHWA may also require the Contractor to report this information directly to them once FHWA established guidelines for data submittal. Refer to Data Collection Report Requirements and Format.

*Quarterly Data Submittal (per EV charging port, by individual charging sessions):*

- Charging station location (site name, EV charging ID number, address, city, zip code, county)
- Charging station identifier (aligned with NEVI Standards related to Third Party Data Sharing)
- Charging port identifier (aligned with NEVI Standards related to Third Party Data Sharing)

- Charging session start time and date
- Charging session end time and date
- Duration of time drawing energy
- Error codes associated with an unsuccessful charging session (if applicable)
- Energy dispensed (kWh) to the EV
- Peak power draw (kW)
- Total dollar amount charged to the user
- Payment method associated with each charging session
- Vehicle make, and model year (when available)

*Quarterly Data Submittal (per EV charging port):*

- Charging station location (site name, EV charging ID number, address, city, zip code, county)
- Charging station identifier (aligned with NEVI Standards related to Third Party Data Sharing)
- Charging port identifier (aligned with NEVI Standards related to Third Party Data Sharing)
- Number of charge events
- Number of unique vehicles
- Average charge time per event (minutes)
- Average energy drawn per session (kWh)
- Total power consumed (kW)
- Total monthly cost of electricity (including demand charges energy charges [\$/kWh], fixed charges, taxes, and all other fees)
- Monthly maintenance and repair costs per charging station
- Charging port up time ( $\mu$ ), T\_outage, and T\_excluded as defined in § 680.116(b) of the NEVI Standards
- Number of malfunctions or operating errors
- Start and end time of each outage
- Description of outage

*Annual Data Submittal:*

- Maintenance and repair costs per charging station
- Revenue breakdown by site (base energy costs, demand charges, taxes, other)
- Detailed costs, such as the EV charging acquisition and installation costs
- Any grid connection and/or upgrade costs paid
- Details about distributed energy resource acquisition and installation

*Third-Party Data Sharing:*

As defined in the NEVI Standards § 680.116, Contractors must make the following data available to third-party software developers at no cost via application programming interface:

- Unique charging station name or identifier;
- Address (street address, city, State, and zip code) of the property where the charging station is located;

- Geographic coordinates in decimal degrees of exact charging station location;
- Charging station operator name;
- Charging network provider name;
- Charging station status (operational, under construction, planned, or decommissioned);
- Charging station access information:
  - Charging station access type (public or limited to commercial vehicles);
  - Charging station access days/times (hours of operation for the charging station);
- Charging port information:
  - Number of charging ports;
  - Unique port identifier;
  - Connector types available by port;
  - Charging level by port (DCFC, AC Level 2, etc.);
  - Power delivery rating in kilowatts by port;
  - Accessibility by vehicle with trailer (pull-through stall) by port (yes/no);
  - Real-time status by port in terms defined by Open Charge Point Interface 2.2.1;
- Pricing and payment information:
  - Pricing structure;
  - Real-time price to charge at each charging port, in terms defined by Open Charge Point Interface 2.2.1; and
  - Payment methods accepted at charging station.

## Data Collection Report Requirements and Format

1. Project Registration. Contractor agrees to provide the Administration project registration data in accordance with the formats, field names and data types. Individual records will reflect a single funded project and all fields will be included.
  - a. Project ID
    - i. Field name: project\_id
    - ii. Description: Unique identification code specific to individual funding application or contract. Project ID is supplied by the Administration upon approval of funding.
    - iii. Data type: string
  - b. Station ID
    - i. Field name: station\_id
    - ii. Description: Unique identity specific to the physical location of the station (site) funded by the project. Station ID must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(1).
    - iii. Data type: string
  - c. Organization Name
    - i. Field name: org\_name
    - ii. Description: Organization name of the obligated party.
    - iii. Data type: string
  - d. Organization Address
    - i. Field name: org\_address
    - ii. Description: Street address of obligated party.
    - iii. Data type: string
  - e. Organization Address
    - i. Field name: org\_city
    - ii. Description: City of obligated party.
    - iii. Data type: string
  - f. Organization State
    - i. Field name: org\_state
    - ii. Description: Valid state code of obligated party.
    - iii. Data type: string
  - g. Organization Zip Code
    - i. Field name: org\_zip
    - ii. Description: Valid ZIP Code of obligated party.
    - iii. Data type: string
  - h. Point of Contact Email
    - i. Field name: poc\_email
    - ii. Description: Obligated party point of contact valid email address.
    - iii. Data type: string
  - i. Point of Contact First Name
    - i. Field name: poc\_first\_name
    - ii. Description: Obligated party point of contact first name.
    - iii. Data type: string

- j. Point of Contact Last Name
  - i. Field name: poc\_last\_name
  - ii. Description: Obligated party point of contact last name.
  - iii. Data type: string
- k. Project Award Date
  - i. Field name: project\_award\_date
  - ii. Description: Date when project funding was awarded.
  - iii. Data type: date
- l. Primary Funding Source
  - i. Field name: primary\_funding\_source
  - ii. Description: Primary public funding source for the project/application.
  - iii. Data type: string
- m. Primary Funding Amount
  - i. Field name: primary\_funding
  - ii. Description: Total funding (in USD) station received from the primary funding source dedicated to station deployment. (should not include any funding for station operation costs).
  - iii. Data type: float(2)
- n. Utility Make-ready Funding Amount
  - i. Field name: utility\_makeready
  - ii. Description: Total funding (in USD) the project received from electric utilities dedicated to infrastructure make-ready.
  - iii. Data type: float(2)
- o. Other Utility Funding Amount
  - i. Field name: utility\_funding\_other
  - ii. Description: Total funding (in USD) the project received from utility for equipment or other non-make-ready costs (should not include any funding for operational costs).
  - iii. Data type: float(2)
- p. Other Make-ready Funding Amount
  - i. Field name: other\_makeready
  - ii. Description: Total funding (in USD) other public funding received dedicated to infrastructure make-ready.
  - iii. Data type: float(2)
- q. Other Funding Amount
  - i. Field name: other\_funding\_other
  - ii. Description: Amount of other public funding project received for equipment or other non-make-ready costs (should not include any funding for operational costs).
  - iii. Data type: float(2)
- r. Cost Share
  - i. Field name: cost\_share
  - ii. Description: Funding amount project has received from other (private, non- utility) sources when combined with primary\_funding and utility\_funding and other\_public\_funding equals the total cost of the charging installation.
  - iii. Data type: float(2)
- s. Equipment Cost
  - i. Field name: equipment\_cost
  - ii. Description: Cost (in USD) to acquire funded charging equipment.
  - iii. Data type: float(2)
- t. Equipment Install Cost



- i. Field name: install\_cost
  - ii. Description: Cost (in USD) for all labor and materials costs (including electrical equipment) necessary to necessary to install charging equipment.
  - iii. Data type: float(2)
- u. Real Property Cost
  - i. Field name: property\_cost
  - ii. Description: Cost (in USD) to acquire real property on which to install funded chargers.
  - iii. Data type: float(2)
- v. Distributed Energy Resources Equipment Cost
  - i. Field name: der\_equipment\_cost
  - ii. Description: Cost (in USD) to acquire distributed energy resource equipment.
  - iii. Data type: float(2)
- w. Distributed Energy Resources Install Cost
  - i. Field name: der\_install\_cost
  - ii. Description: Cost (in USD) for all labor and materials costs (including electrical equipment) necessary to install distributed energy resources equipment.
  - iii. Data type: float(2)
- x. Distribution Upgrade Cost
  - i. Field name: distribution\_costs
  - ii. Description: Cost (in USD) of contributions in aid of construction for line extensions and upgrades necessary to install chargers.
  - iii. Data type: float(2)
- y. Utility Service Cost
  - i. Field name: service\_costs
  - ii. Description: Cost (in USD) of contributions in aid of construction for service upgrade costs for customer transformers, poles, meters, and other utility service equipment necessary to install chargers.
  - iii. Data type: float(2)
- z. Disadvantaged Community Type
  - i. Field name: dac\_type
  - ii. Description: Method, model or program definition of disadvantaged community. For example: CEJST 1.0.
  - iii. Data type: string
- aa. In Disadvantaged Community
  - i. Field name: in\_dac
  - ii. Description: Project is located inside of disadvantaged community as specified by dac\_type.
  - iii. Data type: boolean
- bb. Proximate to Disadvantaged Community
  - i. Field name: dac\_proximate
  - ii. Description: Project is located within a program specified distance from disadvantaged community as as specified by dac\_type.
  - iii. Data type: boolean
- cc. Total Power
  - i. Field name: total\_power

- ii. Description: The total charger power capacity (in kW) deployed by the project - if charging equipment share power supplies, only the maximum simultaneous power output should be reported.
  - iii. Data type: float
- 2. Station Registration. Contractor agrees to provide the Administration station registration data in accordance with the formats, field names and data types. Individual records will reflect a single station and all fields will be included.
  - a. Station ID
    - i. Field name: station\_id
    - ii. Description: Unique identity specific to the physical location of the station funded by the project. Station ID (station\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(1).
    - iii. Data type: string
  - b. Station Name
    - i. Field name: station\_name
    - ii. Description: Descriptive name of charging site (e.g., Mercy Hospital).
    - iii. Data type: string
  - c. Station Address
    - i. Field name: station\_address
    - ii. Description: Station street address.
    - iii. Data type: string
  - d. Station City
    - i. Field name: station\_city
    - ii. Description: City where station is located.
    - iii. Data type: string
  - e. Station State
    - i. Field name: station\_state
    - ii. Description: Valid State Code for state or territory where station is located.
    - iii. Data type: string
  - f. Station ZIP Code:
    - i. Field name: station\_zip
    - ii. Description: Valid ZIP Code where station is located.
    - iii. Data type: string(5)
  - g. Station County
    - i. Field name: station\_county
    - ii. Description: Station county (or county analogue).
    - iii. Data type: string
  - h. Station Longitude
    - i. Field name: station\_lon
    - ii. Description: Station center WSG84 encoded longitude in decimal degrees to at least 4 decimal places. Valid longitudes are between -180 and 180.
    - iii. Data type: float(>3)
  - i. Station Latitude
    - i. Field name: station\_lat
    - ii. Description: Station center WSG84 encoded latitude in decimal degrees to at least 4 decimal places. Valid latitudes are between -90 and 90.
    - iii. Data type: float(>3)
  - j. Operator Name

- i. Field name: operator\_name
  - ii. Description: Name of entity responsible for operation and maintenance of the funded charging station.
  - iii. Data type: string
- k. Operator Address
  - i. Field name: operator\_address
  - ii. Description: Street address of entity responsible for operation and maintenance of the funded charging station.
  - iii. Data type: string
- l. Operator City
  - i. Field name: operator\_city
  - ii. Description: City of entity responsible for operation and maintenance of the of the funded charging station.
  - iii. Data type: string
- m. Operator State
  - i. Field name: operator\_state
  - ii. Description: Valid state code of entity responsible for operation and maintenance of the of the funded charging station.
  - iii. Data type: string
- n. Operator ZIP Code:
  - i. Field name: operator\_zip
  - ii. Description: Valid ZIP Code of entity responsible for operation and maintenance of the of the funded charging station.
  - iii. Data type: string(5)
- o. Access Type
  - i. Field Name: access\_type
  - ii. Description: Valid Access Type.
  - iii. Data type: string
- p. Operating Status
  - i. Field Name: operating\_status
  - ii. Description: Valid Operating Status.
  - iii. Data type: string
- q. Distributed Energy Resource
  - i. Field name: onsite\_der
  - ii. Description: Station has distributed energy resource.
  - iii. Data type: boolean
- r. Distributed Energy Resource Type
  - i. Field name: der\_type
  - ii. Description: Valid Distributed Energy Resource Type [section 1(e)]. Multiple types should be separated by commas.
  - iii. Data Type: string
- s. Distributed Energy Resource Power
  - i. Field name: der\_power
  - ii. Description: Combined nameplate capacity of onsite energy generation and/or maximum battery discharge capacity in kilowatts (kW).
  - iii. Data Type: float(2)
- t. Distributed Energy Resource Energy
  - i. Field name: der\_energy
  - ii. Description: Combined energy capacity of onsite energy storage system in kilowatt-hours (kWh).
  - iii. Data Type: float(2)

3. Port Registration. Contractor agrees to provide the Administration port registration data in accordance with the formats, field names and data types. Individual records will reflect a single port and all fields will be included.
  - i. Port ID
    - i. Field name: port\_id
    - ii. Description: Unique identifier for specified port. Port ID (port\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(8)(iii).
    - iii. Data type: string
  - j. Project ID
    - i. Field name: project\_id
    - ii. Description: Unique identification code specific to individual funding application or contract. Project ID is supplied by the Administration upon approval of funding.
    - iii. Data type: string
  - k. Station ID
    - i. Field name: station\_id
    - ii. Description: Unique identifier for the station where specific port is located. Station ID (station\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(1).
    - iii. Data type: string
  - l. Data Provider
    - i. Field name: data\_provider
    - ii. Description: Port data provider organization name.
    - iii. Data type: string
  - m. Data Provider Point of Contact
    - i. Field name: data\_provider\_poc\_email
    - ii. Description: Email address for data provider point of contact.
    - iii. Data type: string
  - n. Port Active Status
    - i. Field name: port\_is\_active
    - ii. Description: Port operational status.
    - iii. Data type: Boolean
  - o. Port Latitude
    - i. Field name: port\_lat
    - ii. Description: Port WSG84-encoded longitude in decimal degrees to at least 4 decimal places. Valid longitudes are between -180 and 180.
    - iii. Data type: float(>3)
  - p. Port Longitude
    - i. Field name: port\_lon
    - ii. Description: Port WSG84 encoded latitude in decimal degrees to at least 4 decimal places. Valid latitudes are between -90 and 90.
    - iii. Data type: float(>3)
  - q. Port Activation Date
    - i. Field name: port\_activation\_date
    - ii. Description: The first day where the station is fully operable and accessible for its intended purpose.
    - iii. Data type: date
    - iv.
  - r. Connector Type

- i. Field name: connector\_type
  - ii. Description: Valid Connector Type. Multiple connector types should be separated by commas.
  - iii. Data type: string
- s. Charger Type (level)
  - i. Field name: charger\_type
  - ii. Description: Valid Charger Type.
  - iii. Data type: string
- t. Charger Power
  - i. Field name: port\_power\_kw
  - ii. Description: Maximum port charging power (in kW).
  - iii. Data type: float(2)
- b. Energy Fee
  - i. Field name: energy\_fee
  - ii. Description: Fee charged to user per kWh (in USD).
  - iii. Data type: float(2)
- c. Session Fee
  - i. Field name: session\_fee
  - ii. Description: Fee charged to user per session (in USD).
  - iii. Data type: float(2)
- d. Time Fee
  - i. Field name: time\_fee
  - ii. Description: Fee charged to users per minute (in USD).
  - iii. Data type: float(2)
- e. Parking Fee
  - i. Field name: parking\_fee
  - ii. Description: Fee charged for parking if separate from time\_fee (in USD).
  - iii. Data type: float(2)
- f. Idle Fee
  - i. Field name: idle\_fee
  - ii. Description: Fee charged for minutes not charging if separate from time fee (in USD).
  - iii. Data type: float(2)
- g. Operating Hours
  - i. Field name: operating\_hours
  - ii. Description: Number of hours station is open per day—e.g., a station that is always open has a value of 24 whereas a station that is open from 6 am to 6 pm has a value of 12.
  - iii. Data type: float
- h. Equipment Manufacturer
  - i. Field name: equipment\_manufacturer
  - ii. Description: Charging equipment or system manufacturer name.
  - iii. Data type: string
- i. Equipment Model Number
  - i. Field name: model\_number
  - ii. Description: Charging equipment or system model number.
  - iii. Data type: string
- j. Equipment Serial
  - i. Field name: equipment\_serial
  - ii. Description: serial number of charging equipment or system.
  - iii. Data type: string

- u. Trailer Accessibility
    - i. Field name: trailer\_accessible
    - ii. Description: Port located on pull through stall that can accommodate a vehicle and trailer.
    - iii. Data type: boolean
  - v. Payments Accepted
    - i. Field name: payments\_accepted
    - ii. Description: Valid Payment Type [section 2(f)].
    - iii. Data type: string
  - w. Network Name
    - i. Field name: network
    - ii. Description: Name of network service provider, if any.
    - iii. Data type: string
  - x. Network Point of Contact
    - i. Field name: network\_contact
    - ii. Description: Email address for network service provider.
    - iii. Data type: string
4. Session Data Reporting. Contractor agrees to provide the Administration session reporting data in accordance with the formats, field names and data types. Individual records will reflect a single session. All sessions recorded on each funded port and all fields will be included. Contractor will deliver session data on a quarterly basis and will transmit to the Administration no later than 30 days after the final day of the quarter for which reporting is required.
- a. Session ID
    - i. Field name: session\_id
    - ii. Description: Unique identifier for individual session records.
    - iii. Data type: string
  - b. Port ID
    - i. Field name: port\_id
    - ii. Description: Unique identifier for specified port. Port ID (port\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(8)(iii).
    - iii. Data type: string
  - c. Station ID
    - i. Field name: station\_id
    - ii. Description: Unique identifier for the station where specific port is located. Station ID (station\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(1).
    - iii. Data type: string [section 1(e)]
  - d. Session Start
    - i. Field name: plug\_start\_datetime
    - ii. Description: Date and time of session initialization.
    - iii. Data type: datetime
  - e. Session End
    - i. Field name: plug\_end\_datetime
    - ii. Description: Date and time of session termination.
    - iii. Data type: datetime
  - f. Charge Start
    - i. Field name: charge\_start\_datetime
    - ii. Description: Date and time when charging began.

- iii. Data type: date/time
- g. Charge End
  - i. Field name: charge\_end\_datetime
  - ii. Description: Charging end date time.
  - iii. Data type: date/time
- h. Session Duration
  - i. Field name: session\_duration
  - ii. Description: Total duration of session (plug in to plug out).
  - iii. Data type: duration
- i. Charging Duration
  - i. Field name: charging\_duration
  - ii. Description: Total duration of time when electricity was actively dispensed. May not always be equal to the difference between charge\_start\_datetime and charge\_end\_datetime due to charge interruptions or managed charging.
  - iii. Data type: duration
- j. Session Energy Dispensed
  - i. Field name: energy\_kwh
  - ii. Description: Electricity dispensed (in kWh) during charging session.
  - iii. Data type: float
- k. Session Peak Power
  - i. Field name: power\_kw
  - ii. Description: Session maximum power delivery (in kW).
  - iii. Data type: float
- l. Payment Type
  - i. Field name: payment\_type
  - ii. Description: Valid Payment Type.
  - iii. Data type: string
- m. Error Codes
  - i. Field name: error\_code
  - ii. Description: Session error code(s) if any. Separated by comma if multiple.
  - iii. Data type: string
- n. Total Fee Charged
  - i. Field name: total\_fee\_charged
  - ii. Description: The amount charged to the EV driver (in USD) where applicable - zero if driver was not charged for an otherwise paid charger, NULL if charger is not paid.
  - iii. Data type: float(2)
- o. Energy Fee Charged
  - i. Field name: energy\_fee
  - ii. Description: Energy (kWh) fee (in USD) charged to user for.
  - iii. Data type: float(2)
- p. Session Fee Charged
  - i. Field name: session\_fee
  - ii. Description: Session fee (in USD) charged to user.
  - iii. Data type: float(2)
- q. Time Fee Charged
  - i. Field name: time\_fee
  - ii. Description: Time fee (in USD) charged to users.
  - iii. Data type: float(2)
- r. User Identifier

- i. Field name: user\_id
      - ii. Description: Anonymized network-specific unique user ID.
      - iii. Data type: string
    - s. Successful Session Completion
      - i. Field name: successful\_completion
      - ii. Description: Whether or not the session ended as expected.
      - iii. Data type: boolean
    - t. Session Termination Cause
      - i. Field name: ended\_by
      - ii. Description: Cause of the session to end (e.g., unplugged while charging).
      - iii. Data type: string
    - u. Starting State of Charge
      - i. Field name: start\_soc
      - ii. Description: Vehicle battery state of charge at session start represented as a decimal between 0 and 1.
      - iii. Data type: float(2)
    - v. End State of Charge
      - i. Field name: end\_soc
      - ii. Description: Vehicle battery state of charge at session end represented as a decimal between 0 and 1.
      - iii. Data type: float(2)
6. Port Uptime Reporting Contractor agrees to provide the Administration uptime records in accordance with the formats, field names and data types. Individual records will reflect a single monthly uptime summary for a single port. Uptime summaries for all three preceding months will be provided for each funded port and all fields will be included. Contractor will deliver uptime data on a quarterly basis and will transmit to the Administration no later than 10 business days after the final day of the quarter for which reporting is required.
- a. Port ID
    - i. Field name: port\_id
    - ii. Description: Unique identifier for specified port. Port ID (port\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(8)(iii).
    - iii. Data type: string [section 1(e)]
  - b. Station ID
    - i. Field name: station\_id
    - ii. Description: Unique identifier for the station where specific port is located. Station ID (station\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(1).
    - iii. Data type: string
  - c. Report Year and Month
    - i. Field name: uptime\_yr\_mo
    - ii. Description: Year and month of uptime summary in YYYYMM format.
    - iii. Data type: string(6)
  - d. Port Uptime Percentage
    - i. Field name: uptime\_pct
    - ii. Description: Uptime percentage (between 0-100) for Port ID in Report Year and Month, calculated in accordance with CFR 23 § 680.116(b).
    - iii. Data type: float(2)
  - e. Port Outage Total



- i. Field name: outage\_total
      - ii. Description: Total number of outage minutes (including partial minutes) for Port ID in Report Year and Month calculated in accordance with CFR 23 § 680.116(b).
      - iii. Data type: float
    - f. Port Outage Excluded
      - i. Field name: outage\_excluded
      - ii. Description: Total number of excluded outage minutes (including partial minutes) for Port ID in Report Year and Month calculated in accordance with CFR 23 § 680.116(b).
      - iii. Data type: float
7. Port Outage Reporting. Contractor agrees to provide the Administration outage data in accordance with the formats, field names and data types. Individual records will reflect a single outage summary for a single port. Outage summaries for all recorded outages within the reporting period will be provided for each funded port and all fields will be included. Contractor will deliver uptime data on a quarterly basis and will transmit data to the Administration no later than 10 business days after the final day of the quarter for which reporting is required.
- a. Outage ID
    - i. Field name: outage\_id
    - ii. Description: Unique identifier for an individual outage on an individual port.
    - iii. Data type: string
  - b. Port ID
    - i. Field name: port\_id
    - ii. Description: Unique identifier for specified port. Port ID (port\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(8)(iii).
    - iii. Data type: string
  - c. Station ID
    - i. Field name: station\_id
    - ii. Description: Unique identifier for the station where specific port is located. Station ID (station\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(1).
    - iii. Data type: string
  - d. Outage Start
    - i. Field name: outage\_start
    - ii. Description: Date and time when outage started or was first detected.
    - iii. Data type: datetime
  - e. Outage End
    - i. Field name: outage\_end
    - ii. Description: Date and time when outage was resolved.
    - iii. Data type: datetime
  - f. Outage Duration Minutes
    - i. Field name: outage\_duration
    - ii. Description: Length of outage (downtime) in minutes (including partial minutes).
    - iii. Data type: float(2)
  - g. Outage Cause
    - i. Field name: outage\_cause

- ii. Description: Cause of outage (e.g. equipment failure, power failure, vandalism).
  - iii. Data type: string
- h. Outage Exempted
  - i. Field name: exempted\_outage
  - ii. Description: Is outage exempted under program rules?
  - iii. Data type: Boolean
  - iv. Operating Costs. Contractor agrees to provide the Administration operating cost data in accordance with the formats, field names and data types. Individual records will reflect the operating cost summary for a single station in the given year and all fields will be included. Contractor will deliver uptime data on an annual basis and will transmit to [the Administration no later than 45 calendar days after the final day of the year for which reporting is required.
- i. Station ID
  - i. Field name: station\_id
  - ii. Description: Unique identifier for the station where specific port is located. Station ID (station\_id) must be same as the permanent station identifier provided to third parties pursuant to CFR 23 § 680.116(c)(1).
  - iii. Data type: string
- j. Year
  - i. Field name: oc\_year
  - ii. Description: Year of operating cost reporting in YYYY format.
  - iii. Data type: string(4)
- k. Maintenance and Repair Cost Summary
  - i. Field name: station\_mr
  - ii. Description: Total maintenance and repair costs incurred at Station ID in Year.
  - iii. Data type: string
- l. Maintenance Cost
  - i. Field name: maintenance\_cost
  - ii. Description: Total amount paid (in USD) for maintenance costs during year.
  - iii. Data type: float(2)
- m. Repair Cost
  - i. Field name: repair\_cost
  - ii. Description: Total amount paid (in USD) for repair costs during year.
  - iii. Data type: float(2)
- n. Electricity Cost
  - i. Field name: electricity\_cost
  - ii. Description: Total amount paid (in USD) for station electricity use during reporting period (estimated if station is not individually metered).
  - iii. Data type: float(2)
- o. Network Costs
  - i. Field name: network\_costs
  - ii. Description: Total amount paid (in USD) associated with network access, including network service fees, communications costs, transaction fees, etc.
  - iii. Data type: float(2)

**ATTACHMENT S – NEPA PROGRAMMATIC CATEGORICAL EXCLUSION**

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## MEMORANDUM

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**TO:**

**FROM:** OPPE ENVIRONMENTAL PLANNING DIVISION CHIEF DONNA BUSCEMI

**SUBJECT:**

PROGRAMMATIC CATEGORICAL EXCLUSION

**DATE:**

---

### PURPOSE OF MEMORANDUM

To inform you that a Programmatic Categorical Exclusion (PCE) has been approved for the subject project.

### SUMMARY

In compliance with the 2022 Programmatic Agreement for the Processing of Certain Categorical Exclusion Actions between the State Highway Administration (SHA) and the Federal Highway Administration (FHWA), the subject project has been classified as a PCE. Based on environmental analyses, no significant environmental impacts would occur. This documentation fulfills the requirements of the National Environmental Policy Act (NEPA) and the Maryland Environmental Policy Act (MEPA).

### ANALYSIS

Please see the attached PCE form and correspondence for further details.

### ATTACHMENTS

- PCE form and all applicable correspondence and mapping.

cc:



# Scope of Impacts

## Section 4(f) Resources

Does the project require a *de minimis* finding for parkland/wildlife and waterfowl refuge?

Does the project require a *de minimis* finding for historic resources?

Does the project require temporary occupancy criteria concurrence?

Has the project been approved as a Section 4(f) exception per 23 CFR 774.13(g)?

Is this a Recreational Trails Program Project legislatively exempt from Section 4(f) per 23 USC 206(h)(2)?

Has the project been approved as a Programmatic Section 4(f) Evaluation? (*\*Not for use with "Minor Use of Historic Bridges" Programmatic*)

Date of Approval

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Other Parkland Resources

Does the project contain parcels funded with LWCF assistance?

Does the project contain parcels funded with POS assistance?

Does the project contain parcels funded with Capper Cramton assistance?

Notes: \_\_\_\_\_  
\_\_\_\_\_

## Cultural Resources

Impacts Historic District/Site?

Effect Determination:

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

Letter  MHT Concurrence Date \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Right-of-Way & Community**

Will the action require an amount of new right-of-way (including fee simple, temporary, perpetual or revertible easement or right-of-entry) that, in context of the project area, has a substantial impact on land use and property values throughout the study area?

List total amount and type of ROW needed:

\_\_\_\_\_

Will the action require residential and/or business displacements where, in context of the project area will have a substantial impact on the community?

List total number of residential and/or business displacements and relocation assistance plan:

\_\_\_\_\_

Will the action induce substantial foreseeable land use changes or affect planned growth?

Will the action cause any disproportionately high or adverse impacts to minority or low-income populations?

Will the action require changes in access restrictions that would require FHWA approval, i.e. short / partial or full IAPA?

Scenic Byway?

Consistent with County/Local Master Plan?

County Plan: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Public Involvement**

Public Involvement Type

Detour Required?

Lighting Required?

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Smart Growth**

The scope of this project is consistent with the *Programmatic Agreement Regarding the Processing of Certain Categorical Exclusion Actions* and is therefore exempt from the requirements of the PFA law because it is not considered to be a "major capital project" as defined in §2-103.1(A)(4) of the Transportation Article.

**Noise**

A noise analysis is not required.

A noise analysis is required because this action includes one or more of the following:

\_\_\_\_\_

Is noise abatement feasible and reasonable?

Is this a Type II Noise Project?

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Air Quality**

**Transportation Conformity:** If this project is located in an ozone non attainment area, it conforms to the Clean Air Act as long as the current project design concept and scope are reflected in the current conforming TIP or TIP amendment and long range plan. Please see page 1 of this PCE for the TIP/STIP ID. If the description in the TIP/STIP or long range plan is not consistent, the PCE cannot be approved and the TIP and/ or long range plan must be amended.

**Mobile Source Air Toxics (MSATs):**The FHWA October 2016 *Updated Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents* provides guidance on when and how to analyze MSAT within the National Environmental Policy Act (NEPA) review process for proposed highway projects. As this project is classified as a Categorical Exclusion for NEPA purposes per 23 CFR 771.117, this project is considered a Project with No Meaningful Potential MSAT Effects according to the guidance and no analysis of MSAT is required.

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Natural Resources**

Permits Required?  S/EC  SWM  Tidal License  ATP  MDSPGP  NTWWP  USCG  SLOA  LOA

Impacts Floodplain?  Amount: \_\_\_\_\_

Impacts Wetland?

Amount: \_\_\_\_\_

Impacts Trees?

Occurs in Critical Area for CACB?

General Approval  Presentation

MOU General Approval Section

Critical Area Commission Approval Date: \_\_\_\_\_

Mitigation Required?

Amount of Mitigation: \_\_\_\_\_

Impacts Streams?

Amount: \_\_\_\_\_

Requires Time of Year Stream Restrictions?

If Yes, Stream Classification:

DNR-ERP/WHS Response Date: \_\_\_\_\_ USFWS Response Date: \_\_\_\_\_

See attached DNR & USFWS response letters.

Will the action adversely affect or jeopardize rare, threatened or endangered species and/or critical habitat as per written correspondence with USFWS and/or DNR?

Affects FIDS Habitat?

Is this project located within the Green Infrastructure Network?

Does this project occur in Tidal Waters?

Does this project require a US Coast Guard Permit?

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Climate Change Impact Areas**

Is the Project in an area potentially affected by Sea Level Change (high water and/or flooding events)?

Mean Sea Level 2050     Mean High High Water 2050

Mean Sea Level 2100     Mean High High Water 2100

Is the project located in an area projected to have nuisance flooding?

2020 Nuisance Tidal Inundation     2050 Nuisance Tidal Inundation

Does the project involve construction of a new building, facility, or infrastructure in the CoastSmart Climate Ready Action Boundary (CRAB) Zones?

Notes: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

### Programmatic Categorical Exclusion Classification (No.) - Federal Regulation Reference

- 2** - Approval of utility installations along or across a transportation facility. -23 CFR 771.117 (c)(2)
- 
- 3** - Construction of bicycle and pedestrian lanes, paths, and facilities. -23 CFR 771.117 (c)(3) [including but not limited to construction of trails, trailhead, and recreational facilities.]
- 
- 5** - Transfer of Federal lands pursuant to 23 U.S.C. 107(d) and/or 23 U.S.C. 317 when the land transfer is in support of an action that is not otherwise subject to FHWA review under NEPA. -23 CFR 771.117(c)(5)
- 
- 6** - The installation of noise barriers or alterations to existing publicly owned buildings to provide noise reduction. -23 CFR 771.117 (c)(6) [including but not limited to installation of berms and other noise reduction measures, rehabilitation/repair of existing noise walls and in-kind replacement of noise walls.]
- 
- 7**- Landscaping. -23 CFR 771.117 (c)(7) [including but not limited to planting and/or vegetation removal requiring extensive ground disturbance.]
- 
- 8** - Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur. -23 CFR 771.117(c)(8) [including but not limited to installation, removal, replacement, and/or repair of fixed static signs, rumble strips, hazard identification beacons (HIB), Accessible/ Countdown Pedestrian Signals (APS/CPS), loop detectors, traffic systemization, and other interconnection devices, and other ITS devices or elements.]
- 
- 9** - The following actions for transportation facilities damaged by an incident resulting in an emergency declaration by the Governor of the State and concurred by the Secretary, or a disaster or emergency declared by the President pursuant to the Robert T. Stafford Act (42 U.S.C. 5121): (i) Emergency repairs under 23 U.S.C. 125; and (ii) The repair, reconstruction, restoration, retrofitting, or replacement of any road, highway, bridge, tunnel, or transit facility (such as a ferry dock or bus transfer station), including ancillary transportation facilities (such as pedestrian/bicycle paths and bike lanes), that is in operation or under construction when damaged and the action: (A) Occurs within existing right-of-way and in a manner that substantially conforms to the preexisting design, function, and location as the original (which may include upgrades to meet existing code and standards as well as upgrades warranted to address conditions that have changed since the original construction); and (B) Is commenced within a 2-year period beginning on the date of the declaration. -23 CFR 771.117(c)(9)
- 
- 10** - Acquisition of scenic easements. -23 CFR 771.117 (c)(10) [including but not limited to scenic easements and fee simple right-of-way for scenic or historic preservation purposes including those for the Transportation Alternatives Program, National Recreational Trails Program, or Scenic Byways Program.]
- 
- 12** - Improvements to existing rest areas and truck weigh stations. -23 CFR 771.117 (c)(12) [including but not limited to improvements or repairs to existing facilities such as truck parking facilities, offices, and trailers.]
- 
- 13** - Ridesharing activities. -23 CFR 771.117 (c)(13) [including but not limited to installation of new ridesharing facilities such as parking lots; improvements or repairs to existing facilities such as offices and trailers.]
- 
- 15** - Alterations to facilities or vehicles in order to make them accessible for elderly and handicapped persons. -23 CFR 771.117 (c)(15) [including but not limited to installation, replacement, repair and upgrade of existing ADA ramps and sidewalks to meet current standards.]
- 
- 19** - Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the sites. -23 CFR 771.117 (c)(19)
- 
- 22** - Projects, as defined in 23 U.S.C. 101, that would take place entirely within the existing operational right-of-way. Existing operational right-of-way means all real property interests acquired for the construction, operation, or mitigation of a project. This area includes the features associated with the physical footprint of the transportation facility (including the roadway, bridges, interchanges, culverts, drainage, fixed guideways, mitigation areas, etc.) and other areas maintained for transportation purposes such as clear zone, traffic control signage, landscaping, any rest areas with direct access to a controlled access highway, areas maintained for safety and security of a transportation facility, parking facilities with direct access to an existing transportation facility, transit power substations, transit venting structures, and transit maintenance facilities. -23 CFR 771.117 (c)(22)
- 
- 23** - Federally funded projects: (i) That receive less than \$5,000,000 of Federal funds; or (ii) With a total estimated cost of not more than \$30,000,000 and Federal funds comprising less than 15 percent of the total estimated project cost. -23 CFR 771.117 (c)(23) (**note:** total adjusted annually to reflect increases in the Consumer Price Index as identified by the Department of Labor).

- 25** - *Environmental restoration and pollution abatement actions to minimize or mitigate the impacts of any existing transportation facility (including retrofitting and construction of stormwater treatment systems to meet Federal and State requirements under Sections 401 and 402 of the Federal Water Pollution Control Act (33 U.S.C. 1341; 1342) carried out to address water pollution or environmental degradation. -23 CFR 771.117 (c)(25) [including but not limited to modifying, upgrading, repairing, or retrofitting existing SWM facilities or installing new SWM facilities including ESD; other water quality activities such as stream relocation, stream stabilization, stream restoration, and fish passage remediation.]*
- 
- 26** - *Modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes (e.g. parking, weaving, turning, climbing). -23 CFR 771.117 (c)(26) [excluding thru travel lanes and including but not limited to adding and widening auxiliary lanes, shoulders, curbs, gutters, and sidewalks, installing traffic calming measures consistent with the constraints in 23 CFR 771.117(e)]\**
- 
- 27** - *Highway safety or traffic operations improvement projects including the installation of ramp metering control devices and lighting. -23 CFR 771.117 (c)(27) [including but not limited to installation of guardrail and concrete barrier; correcting substandard roadway and intersection geometrics; constructing new roundabouts; safety related drainage improvements including removal, repair, extension, or installation of culverts, headwalls, or pipes; repair or installation of erosion control and slope protection measures such as slope stabilization, slide repairs, rip rap, and retaining walls consistent with the constraints in 23 CFR 771.117(e)]\**
- 
- 28** - *Bridge rehabilitation, reconstruction or replacement or the construction of grade separation to replace existing at-grade railroad crossings. -23 CFR 771.117 (c)(28) [including but not limited to bridge rehabilitation, reconstruction or replacement as consistent with Sections III and IV of the PA and the constraints in 23 CFR 771.117(e)]\**
- 
- 29** - *Purchase, construction, replacement, or rehabilitation of ferry vessels (including improvements to ferry vessel safety, navigation, and security systems) that would not require a change in the function of the ferry terminals and can be accommodated by existing facilities or new facilities which themselves are within a CE. -23 CFR 771.117 (c)(29)*
- 
- 30** - *Rehabilitation or reconstruction of existing ferry facilities that occupy substantially the same geographic footprint, do not result in a change in their functional use, and do not result in a substantial increase in the existing facility's capacity. Example actions include work on pedestrian and vehicle transfer structures and associated utilities, buildings, and terminals. -23 CFR 771.117(c)(30)*
- 
- 31** - *Transportation corridor fringe parking facilities. -23 CFR 771.117(d) [including but not limited to installation of new facilities]*
- 
- 32** - *Construction of new truck weigh stations or rest areas. -23 CFR 771.117(d)(5)*
- 
- 33** - *Approvals for disposal of excess right-of-way or for joint or limited use of right-of-way, where the proposed use does not have significant adverse impacts. -23 CFR 771.117(d)(6) [including but not limited to disposal of excess right-of-way under 23 CFR 710, Subpart D, where the proposed use does not have significant adverse impacts; approval for the lease/use of federally acquired right-of-way for non-highway purposes.]*
- 
- 34** - *Approvals for changes in access controls. -23 CFR 771.117(d)(7) [excluding actions that require FHWA approval such as Interstate Access Point Approval that necessitates Full IAPA documentation.]*
- 
- 35** - *Construction of new bus storage and maintenance facilities in areas used predominately for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic. -23 CFR 771.117 (d)(8)*
- 
- 36** - *Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users. -23 CFR 771.117(d)(9)*
- 
- 37** - *Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks and related street improvements) when located in a commercial area or high activity center in which there is adequate street capacity for projected bus traffic. -23 CFR 771.117(d)(10)*
- 
- 38** - *Construction of rail storage and maintenance facilities in areas used predominately for industrial or transportation purposes where such construction is not inconsistent with existing zoning and where there is no significant noise impact on the surrounding community. -23 CFR 771.117(d)(11)*
-


- 39 - Acquisition of land for hardship or protective purposes. Hardship and protective buying will be permitted only for a particular parcel or limited number of parcels. These types of land acquisition qualify for a CE only where the acquisition will not limit the evaluation of alternatives, including shifts in alignment for planned construction projects, which may be required in the NEPA process. No project development on such land may proceed until the NEPA process has been completed. -23 CFR 771.117 (d)(12)(i) and (ii)(Refer to 23 CFR 771.117 (d)(12)(i) and (ii) for a detailed description of 'hardship acquisition' and 'protective acquisition').**

- \*EM has confirmed scope/impacts are consistent with 771.117(e) when checking one or more of these PCE numbers.**

*This project is consistent with the 2022 Programmatic Agreement Regarding the Processing of Certain Categorical Exclusion Actions. No significant environmental impacts are expected to occur as a result of this project. This documentation fulfills the requirements of the National Environmental Policy Act; as such, no further environmental documentation is required.*

Concur:

Donna Buscemi  
 Division Chief  
 Environmental Planning Division

To retrieve Attachments, click the paperclip icon  displayed on the left side of the PDF window. If the paperclip icon is not visible, and you are using Adobe Acrobat, click View, Show/Hide, Navigation Panes, Attachments. With Adobe Reader, click View, Navigation Panels, Attachments.

Revised August 2023

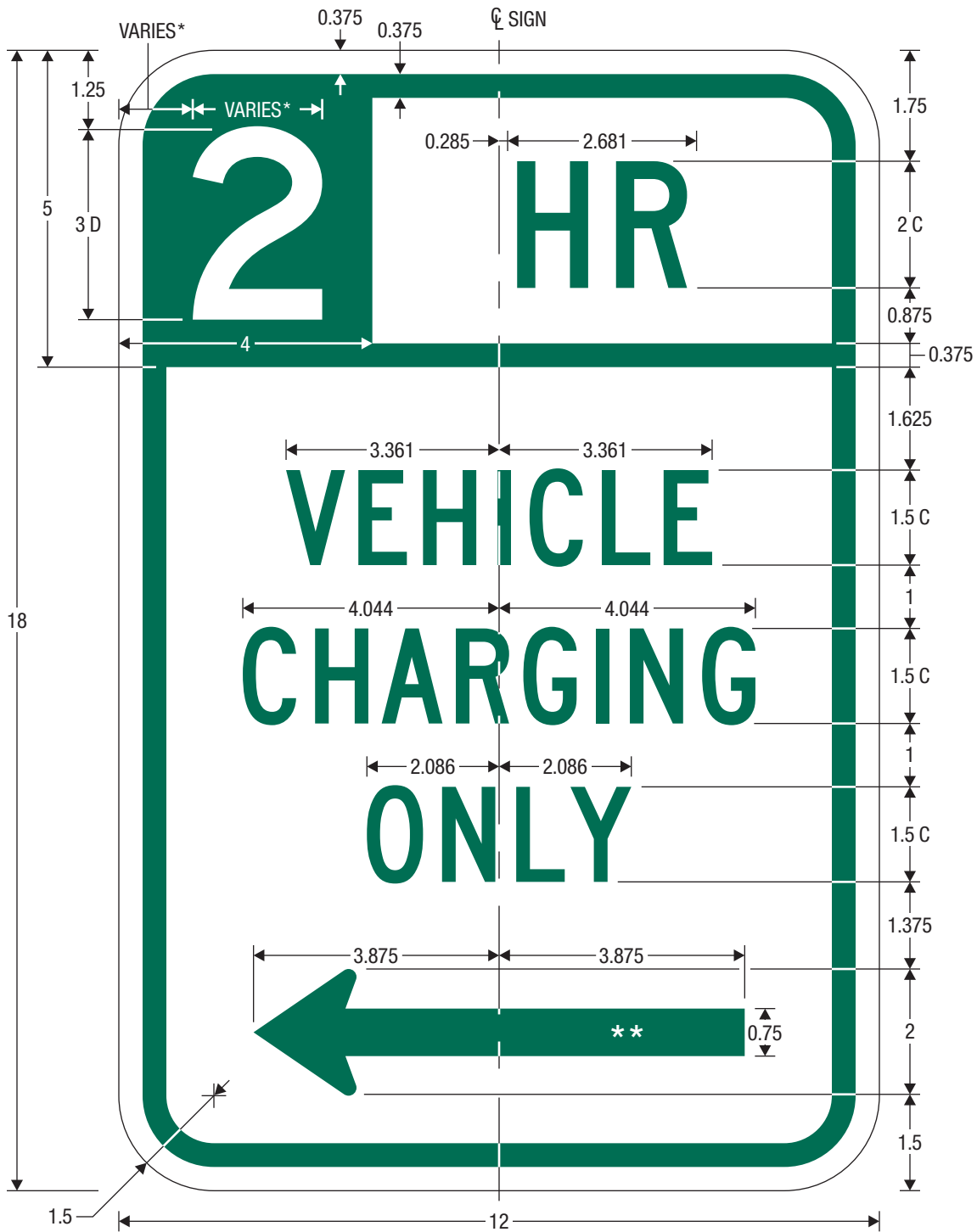
**Print Form**

## ATTACHMENT T – SERVICE LEVEL AGREEMENT GUIDANCE

The Contractor will provide timely O&M for EV charging stations. These services include both regular preventative maintenance as well as incident response maintenance. Service level agreement guidance is provided in the table below for typical services, activities and response times that should be outlined as part of the agreement.

Service	Activities	Response Time
Customer service	Provide support and responses to inquiries and comments from EV charging users who are using or attempting to use the EV charging equipment	24 hours per day, 7 days a week, 365 days a year
Annual inspection	Including inspection of charger and auxiliary equipment, and connectivity and functionality. Visual check for sticker and signage issues. Report from inspection to include description of the units checked including serial number, full address, date of installation and last test and pass or fail status with itemized fail list if the unit has failed.	Annual, within 15 working days of anniversary.
Maintenance support for Severity Tier 1 incidents	Carry out cosmetic rectification works (excluding cost of replacement parts).	Up to 10 days from notification.
Maintenance support for Severity Tier 2 incidents	Acknowledge and triage issues, perform remote diagnostics, identify and complete corrective actions.	Acknowledge receipt of issue within 4 hours after receiving reported issue from customers. Within 1 business day after issue acknowledgement, complete remote diagnostic and complete the corrective actions within 2 business days after issue acknowledgement. If the issue is not resolved within 2 business days, the issue will be elevated to Severity Tier 3 or 4.
Maintenance support for Severity Tier 3 incidents	Perform additional troubleshooting and identify corrective actions and timeline to resolve issue, implement correction action per established schedule and evaluate the resolution.	Present resolution timeline within 2 business days, implement corrective action and evaluate success within 2 business days. Issue will be closed or elevated to Severity Tier 4 within 1 business day afterwards.
Maintenance support for Severity Tier 4 incidents	Dispatch service contractor or vendor to investigate on-site, present resolution plan, identify corrective actions and timeline to resolve issue, procure replacement equipment as necessary and complete repairment, document root cause analysis and post-mortem.	Dispatch on-site service crew within 2 business days of completing Tier 2 or 3 evaluations, present resolution plan within 1 business days of onsite investigation, show proof of replacement equipment procurement with expedited procurement and shipping within 2 business days of resolution plan presentation, install equipment and complete repair within 2 business days of delivery, complete final resolution action and confirm resolution of issue within 10 business days of repair.
Data capture and progress reporting	Collect and report the installation and operations data for all maintenance activities	Quarterly and annually

**ATTACHMENT U – EV PARKING SIGN DETAILS**



R7-114

VEHICLE CHARGING ONLY (TIME LIMIT)

\* Optically space numeral.  
 \*\* Type D Arrow.

UPPER LEFT SECTION

COLORS: LEGEND, BORDER — WHITE (RETROREFLECTIVE)  
 BACKGROUND — GREEN (RETROREFLECTIVE)

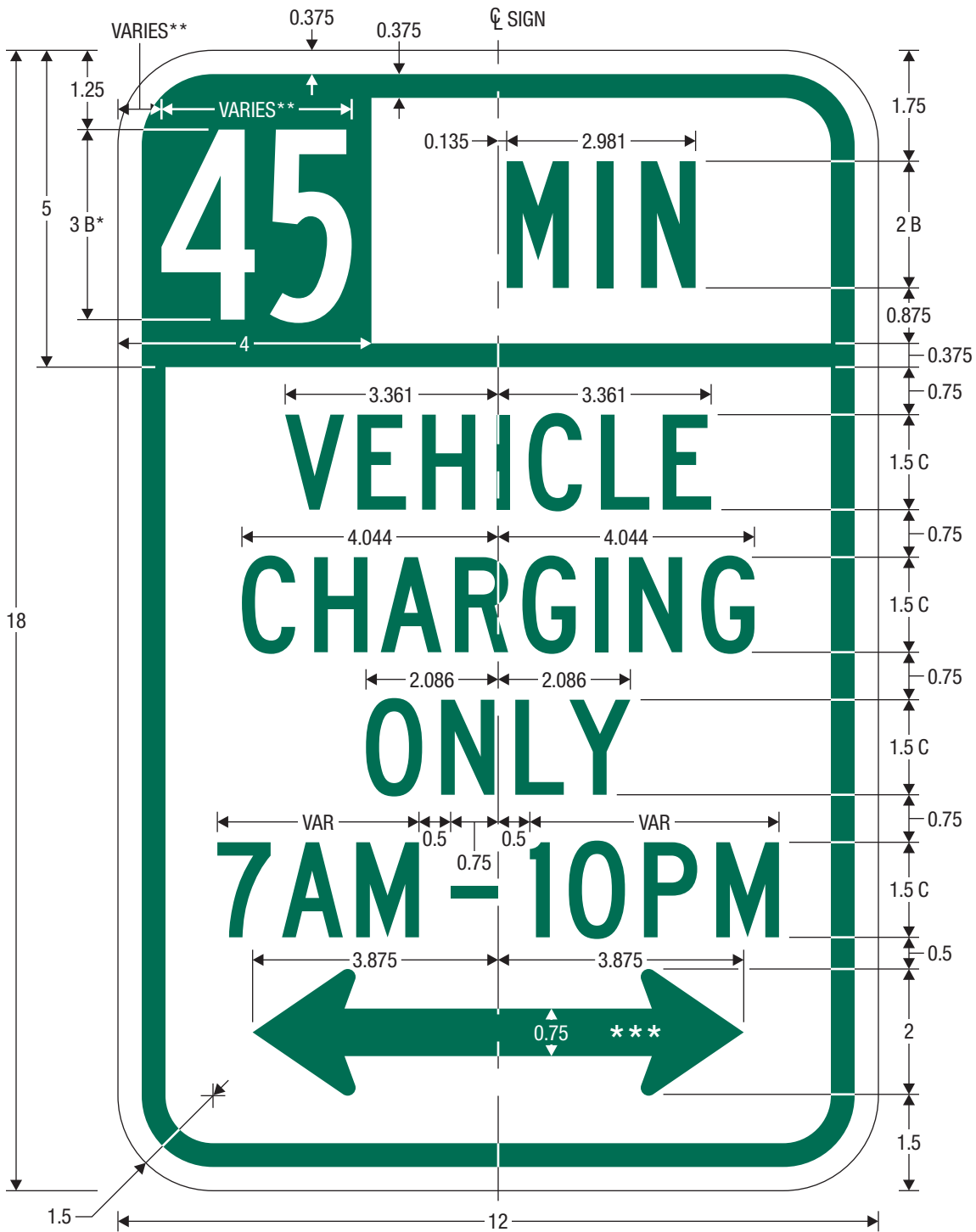
UPPER RIGHT SECTION

COLORS: LEGEND, BORDER — GREEN (RETROREFLECTIVE)  
 BACKGROUND — WHITE (RETROREFLECTIVE)

LOWER SECTION

COLORS: LEGEND, BORDER — GREEN (RETROREFLECTIVE)  
 BACKGROUND — WHITE (RETROREFLECTIVE)





R7-114a

VEHICLE CHARGING ONLY (TIME LIMIT, PART-TIME)

- \* Reduce character spacing 50%.
- \*\* Optically space numerals.
- \*\*\* Type D Arrow.

UPPER LEFT SECTION

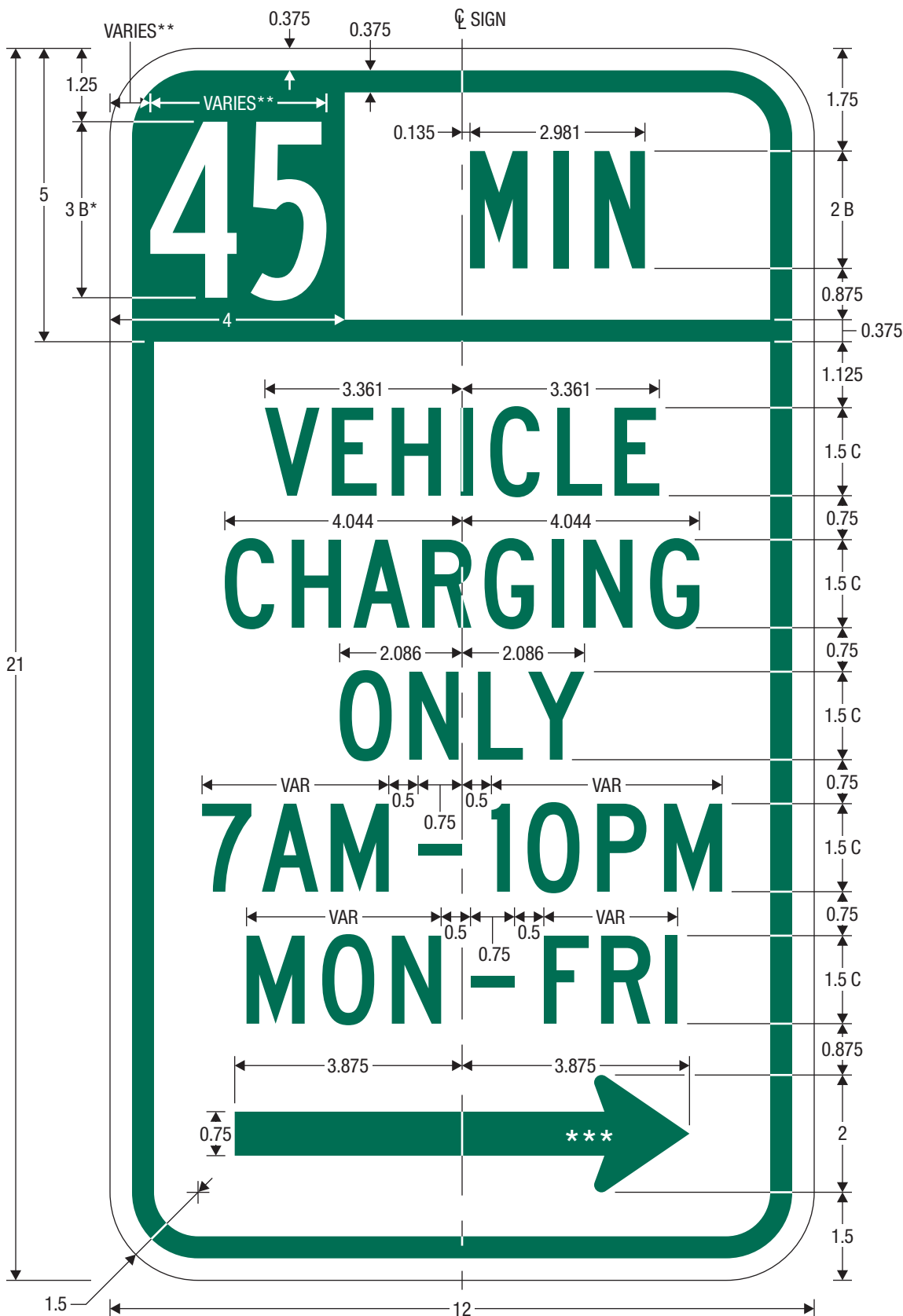
COLORS: LEGEND, BORDER — WHITE (RETROREFLECTIVE)  
 BACKGROUND — GREEN (RETROREFLECTIVE)

UPPER RIGHT SECTION

COLORS: LEGEND, BORDER — GREEN (RETROREFLECTIVE)  
 BACKGROUND — WHITE (RETROREFLECTIVE)

LOWER SECTION

COLORS: LEGEND, BORDER — GREEN (RETROREFLECTIVE)  
 BACKGROUND — WHITE (RETROREFLECTIVE)



R7-114b

VEHICLE CHARGING ONLY (TIME LIMIT, PART-TIME)

UPPER LEFT SECTION

COLORS: LEGEND, BORDER — WHITE (RETROREFLECTIVE)  
 BACKGROUND — GREEN (RETROREFLECTIVE)

UPPER RIGHT SECTION

COLORS: LEGEND, BORDER — GREEN (RETROREFLECTIVE)  
 BACKGROUND — WHITE (RETROREFLECTIVE)

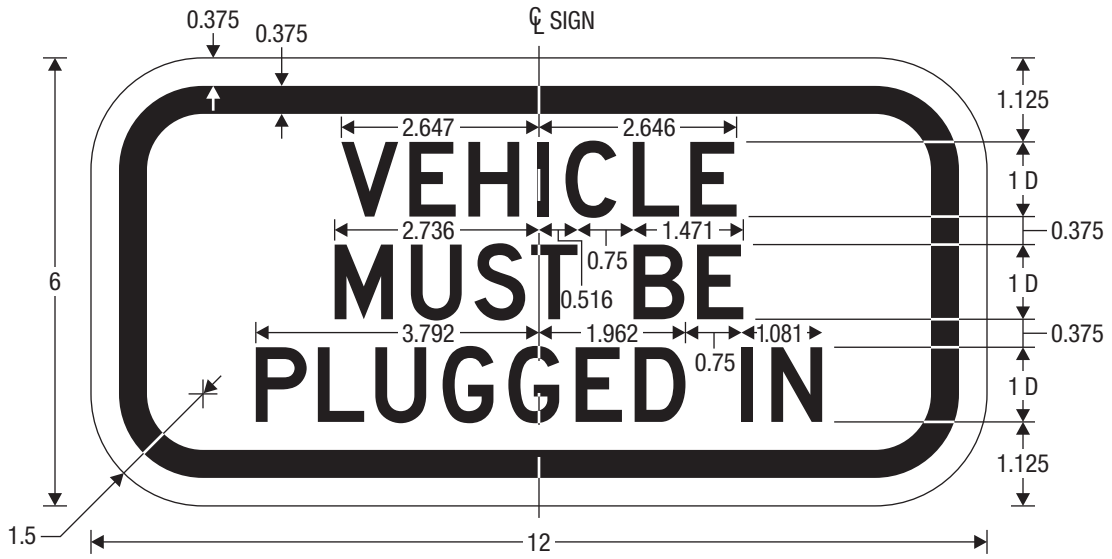
LOWER SECTION

COLORS: LEGEND, BORDER — GREEN (RETROREFLECTIVE)  
 BACKGROUND — WHITE (RETROREFLECTIVE)

\* Reduce character spacing 50%.

\*\* Optically space numerals.

\*\*\* Type D Arrow.



R7-113aP

VEHICLE MUST BE PLUGGED IN (Plaque)

COLORS: LEGEND, BORDER — BLACK (RETROREFLECTIVE)  
BACKGROUND — WHITE (RETROREFLECTIVE)

Memorandum 6/17/2013 - 7



NOTE: SIGN SUPPLEMENTS FEDERAL SIGN R7-8.

SIGN SIZE	DIMENSIONS (INCHES)					
	A	B	C	D	E	F
STD	12	9	3/8	1-3/4	2B	1-1/2

REFERENCES

MdMUTCD SECTION - 2B.39, 2B.40, 2B.41, 7B.14

COLORS

LEGEND - GREEN

BACKGROUND - WHITE

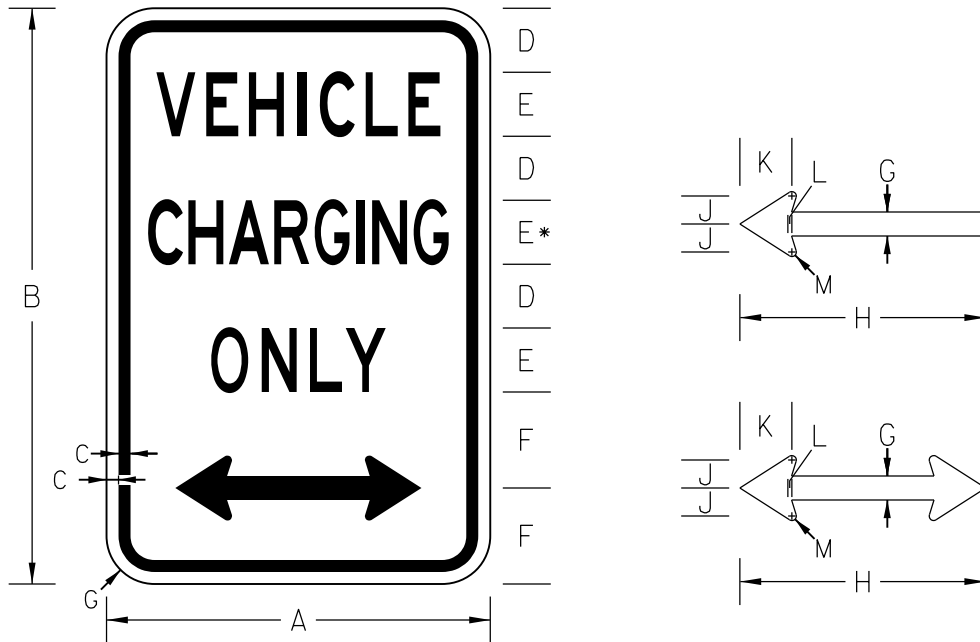
APPROVED Tom Hicks (signature on file)  
DIRECTOR - OFFICE OF TRAFFIC AND SAFETY

	APPROVAL • SHA REVISIONS	APPROVAL • FEDERAL HIGHWAY ADMINISTRATION
	APPROVAL <b>03/02/2009</b>	APPROVAL
	REVISED	REVISED
	REVISED	REVISED
	REVISED	REVISED

**Maryland Department of Transportation**  
**STATE HIGHWAY ADMINISTRATION**  
MARYLAND STANDARD HIGHWAY SIGNS

**MAXIMUM FINE \$XXX**

**SIGN NUMBER R7-8(2)**



\* SPACING REDUCED BY 50%

SIGN SIZE	DIMENSIONS (INCHES)						
	A	B	C	D	E	F	G
STD	12	18	3/8	2C	2C	3	3/4

SIGN SIZE	DIMENSIONS (INCHES)				
	H	J	K	L	M
STD	7-11/16	7/8	1-5/8	1/8	9/64

REFERENCES

MdMUTCD SECTION - 2B.46, 2B.47 AND 2B.48

COLORS

LEGEND - GREEN  
BACKGROUND - WHITE

APPROVED *Cedric Ward* 7/10/2023  
DIRECTOR - OFFICE OF TRAFFIC AND SAFETY

**MdOT** MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION

MARYLAND STANDARD HIGHWAY SIGNS

**ELECTRIC VEHICLE CHARGING ONLY**

APPROVAL REVISIONS	APPROVAL FEDERAL HIGHWAY ADMINISTRATION
APPROVAL	APPROVAL
REVISED	REVISED
REVISED	REVISED
REVISED	REVISED

**SIGN NUMBER**

**R7-114(1)**

**ATTACHMENT V – NEVI FEDERAL STANDARDS AND REQUIREMENTS**

## NEVI Federal Standards and Requirements

The Contractor acknowledges that this is a restatement of the standards and requirements of the NEVI Federal Rule, and has been updated for implementation of the Contract. Nothing in this shall override the obligation of the Contractor to comply with the NEVI Federal Standards and Requirements.

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
<b>1.</b>  (§ 680.106)	Installation, operation, and maintenance by qualified technicians of Electric Vehicle charging infrastructure	(b)	Number of Charging Ports	Direct Current Fast Chargers (DCFCs) located along and designed to serve users of designated Alternative Fuel Corridors (AFCs), charging stations must have at least four network-connected DCFC Charging Ports and be capable of simultaneously charging at least four Electric Vehicles (EVs).
		(c)	Connector Type	All charging Connectors must meet applicable industry standards. Each DCFC Charging Port must be capable of charging any CCS-compliant vehicle and each DCFC Charging Port must have at least one permanently attached CCS Type 1 Connector.
		(d)	Power Level	DCFC Charging Ports must support output voltages between 250 volts DC and 920 volts DC. DCFCs located along and designed to serve users of designated AFCs must have a continuous power delivery rating of at least 150 kilowatt (kW) and supply power according to an EV's power delivery request up to 150 kW, simultaneously from each Charging Port at a charging station. These corridor-serving DCFC charging stations may conduct Power Sharing so long as each Charging Port continues to meet an EV's request for power up to 150 kW.
		(e)	Availability	Charging stations located along and designed to serve users of designated AFCs must be available for use and sited at locations physically accessible to the public 24 hours per day, 7 days per week, year-round. This section does not prohibit isolated or temporary interruptions in service or access because of maintenance or repairs or due to the exclusions outlined in the NEVI Federal Standards and Requirements.
		(f)	Payment Methods	Unless charging is permanently provided free of charge to customers, charging stations must:  (1) Provide for Secure Payment Methods, accessible to persons with disabilities, which at a minimum shall include a Contactless Payment Method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the EV charging customer with the option to initiate a charging session and submit payment;

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
				<p>(2) Not require a membership for use;</p> <p>(3) Not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership; and</p> <p>(4) Provide access for users that are limited English proficient and accessibility for people with disabilities. Automated toll-free phone numbers and SMS payment options must clearly identify payment access for these populations.</p>
		(g)	Equipment Certification	All DCFC chargers shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory and all chargers should be certified to the appropriate Underwriters Laboratories (UL) standards for EVSE.
		(h)	Security	<p>The Contractor shall implement physical and cybersecurity strategies to ensure charging station operations protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the grid.</p> <p>(1) Physical security strategies may include lighting; siting and station design to ensure visibility from onlookers; driver and vehicle safety; video surveillance; emergency call boxes; fire prevention; charger locks; and strategies to prevent tampering and illegal surveillance of payment devices.</p> <p>(2) Cybersecurity strategies may include the following topics: user identity and access management; Cryptographic Agility and support of multiple PKIs; monitoring and detection; incident prevention and handling; configuration, vulnerability, and software update management; third-party cybersecurity testing and certification; and continuity of operation when communication between the charger and Charging Network is disrupted.</p>
		(i)	Long-Term Stewardship	Contractor must ensure that chargers are maintained and operational in compliance with the Federal Rule for the Term, being a period of not less than 5 years from the Notice of Acceptance.
		(j)	Qualified Technician	All workforce installing, maintaining, and operating chargers shall have appropriate licenses, certifications, and training to ensure that the installation and maintenance of chargers is performed safely by a qualified and increasingly diverse workforce of licensed technicians and other laborers. Further



Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
				<p>(1) Except as provided in paragraph (j)(2) of this section, all electricians installing, operating, or maintaining EVSE must meet one of the following requirements:</p> <ul style="list-style-type: none"> <li>i. Certification from the EVITP;</li> <li>ii. Graduation or a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as a part of a national guideline standard approved by the U.S. Department of Labor in consultation with the U.S. Department of Transportation.</li> </ul> <p>(2) For projects requiring more than one electrician, at least one electrician must meet the requirements above, and at least one electrician must be enrolled in an electrical registered apprenticeship program.</p> <p>(3) All other onsite, non-electrical workers directly involved in the installation, operation, and maintenance of chargers must have graduated from a registered apprenticeship program or have appropriate licenses, certifications, and training as required by the State.</p>
		(k)	Customer Service	<p>Contractor must ensure that EV charging customers have mechanisms to reports, malfunctions, and other issues with charging infrastructure. The Contractor must enable access to accessible platforms that provide multilingual services. Contractor must comply with the American with Disabilities Act of 1990 requirements and multilingual access when creating reporting mechanisms.</p>
		(l)	Customer Data Privacy	<p>The Contractor must collect, process, and retain only that personal information strictly necessary to provide the charging service to a consumer, including information to complete the charging transaction and to provide the location of charging stations to the consumer. Chargers and Charging Networks should be compliant with appropriate Payment Card Industry Data Security Standards (PCIDSS) for the processing, transmission, and storage of cardholder data. The Contractor must also take reasonable measures to safeguard consumer data.</p>
		(m)	Use of Program Income	<p>(1) Any net income from revenue from the sale, use, lease, or lease renewal of real property acquired shall be used for Title 23, United States Code, eligible projects.</p> <p>(2) For purposes of program income or revenue earned from the operation of the Project, the State or other direct recipient should ensure that all revenues received from operation of the Project are used only for:</p>

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
				<ul style="list-style-type: none"> <li>i. Debt service with respect to the Project, including funding of reasonable reserves and debt service on refinancing;</li> <li>ii. A reasonable return on investment of any private person financing the Project, as determined by the State or other direct recipient;</li> <li>iii. Any costs necessary for the improvement and proper operation and maintenance of the Project, including reconstruction, resurfacing, restoration, and rehabilitation;</li> <li>iv. If the Project is subject to a public-private partnership agreement, payments that the party holding the right to the revenues owes to the other party under the public-private partnership agreement; and</li> <li>v. Any other purpose for which Federal funds may be obligated under Title 23, United States Code.</li> </ul>
2. (§ 680.108)	Interoperability of Electric Vehicle charging infrastructure	(a)	Charger-to-EV Communication	Chargers must conform to ISO 15118-3 and must have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. Charger software must conform to ISO 15118-2 and be capable of Plug and Charge. Conformance testing for charger software and hardware should follow ISO 15118-4 and ISO 15118-5, respectively.
		(b)	Charger-to-Charger-Network Communication	Chargers must conform to Open Charge Point Protocol (OCPP) 2.0.1 or higher.
		(c)	Charging-Network-to-Charging-Network Communication	Charging Networks must be capable of communicating with other Charging Networks in accordance with Open Charge Point Interface (OCPI) 2.2.1.
		(d)	Network Switching Capability	Chargers must be designed to securely switch Charging Network Providers without any changes to hardware.
3. (§ 680.110)	Traffic control devices or on-premises signs acquired, installed, or operated	(a)	Manual on Uniform Traffic Control Devices for Streets and Highways	All traffic control devices must comply with 23 CFR 655 (Traffic Operations).
		(b)	On-Premises Signs	On-property or on-premise advertising signs must comply with 23 CFR 650 (Highway Beautification).

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
<p style="text-align: center;"><b>4.</b> (§ 680.112)</p>	<p style="text-align: center;">Data Submittal</p>	(a)	Quarterly Data Submittal	<p>The Contractor must ensure the following data are submitted on a quarterly basis in a manner prescribed by the FHWA. Any quarterly data provided to the Administration or made public shall be aggregated and anonymized to protect confidential business information.</p> <ol style="list-style-type: none"> <li>(1) Charging station identifier that the following data can be associated with. This must be the same charging station name or identifier used to identify the charging station in data made available to third-parties in the NEVI Federal Standards and Requirements;</li> <li>(2) Charging Port identifier. This must be the same Charging Port identifier used to identify the Charging Port in data made available to third-parties in the NEVI Federal Standards and Requirements;</li> <li>(3) Charging session start time, end time, and any error codes associated with an unsuccessful charging session by port;</li> <li>(4) Energy (kWh) dispensed to EVs per charging session by port;</li> <li>(5) Peak session power (kW) by port;</li> <li>(6) Payment method associated with each charging session;</li> <li>(7) Charging station port uptime, T_outage, and T_excluded calculated in accordance with the equation in the NEVI Federal Standards and Requirements for each of the previous 3 months;</li> <li>(8) Duration (minutes) of each outage.</li> </ol>
			(b)	Annual Data Submittal

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
				<p>owned businesses, and businesses owned by economically disadvantaged individuals.</p> <p>This section applies only to both the NEVI Formula Program projects and grants awarded under 23 U.S.C. 151(f) for projects that are for EV charging stations located along and designed to serve the users of designated AFCs. Contractor must ensure the following data are collected and submitted once for Project Site, on or before March 1 of each year, in a manner prescribed by the FHWA. Any one-time data provided to the Administration or made public shall be aggregated and anonymized to protect confidential business information.</p> <ol style="list-style-type: none"> <li>(1) The name and address of the private entity(ies) involved in the operation and maintenance of chargers.</li> <li>(2) Distributed Energy Resource installed capacity, in kW or kWh as appropriate, of asset by type (e.g., stationary battery, solar, etc.) per charging station;</li> <li>(3) Charging station real property acquisition cost, charging equipment acquisition and installation cost, and distributed energy resource acquisition and installation cost; and</li> <li>(4) Aggregate grid connection and upgrade costs paid to the electric utility as part of the project, separated into: <ol style="list-style-type: none"> <li>i. Total distribution and system costs, such as extensions to overhead/underground lines, and upgrades from single-phase to three-phase lines; and</li> <li>ii. Total service costs, such as the cost of including poles, transformers, meters, and on-service connection equipment.</li> </ol> </li> </ol>
<p><b>5.</b> (§ 680.114)</p>	<p>Charging Network connectivity of Electric Vehicle charging infrastructure</p>	<p>(a)</p>	<p>Charger-to-Charger-Network Communication</p>	<ol style="list-style-type: none"> <li>(1) Chargers must communicate with a Charging Network via a secure communication method. See the NEVI Federal Standards and Requirements for more information about OCPP requirements.</li> <li>(2) Chargers must have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with Charging Networks.</li> </ol>

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
				<p>(3) Charging Networks must perform and chargers must support remote charger monitoring, diagnostics, control, and smart charge management.</p> <p>(4) Chargers and Charging Networks must securely measure, communicate, store, and report energy and power dispensed, real-time charging-port status, real-time price to the customer, and historical charging-port uptime."</p>
		(b)	Interoperability	See the NEVI Federal Standards and Requirements for interoperability requirements.
		(c)	Charging-Network-to-Charging-Network Communication	A Charging Network must be capable of communicating with other Charging Networks to enable an EV driver to use a single method of identification to charge at Charging Stations that are a part of multiple Charging Networks. See the NEVI Federal Standards and Requirements for more information about OCPI requirements.
		(d)	Charging-Network-to-Grid Communication	Charging Networks must be capable of secure communication with electric utilities, other energy providers, or local energy management systems.
6. (§ 680.116)	Information on EV Charging Infrastructure locations, pricing, real time availability, and accessibility through mapping	(a)	Communication of Price	<p>(1) The price for charging must be displayed prior to initiating a charging transaction and be based on the price for electricity to charge in \$/kWh.</p> <p>(2) The price for charging displayed and communicated via the Charging Network must be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session.</p> <p>(3) Price structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained."</p>
		(b)	Minimum Uptime	<p>Each Charging Port shall have an average annual uptime of greater than 97%, subject to the following requirements:</p> <p>(1) A Charging Port is considered "up" when its hardware and software are both online and available for use, or in use, and the Charging Port successfully dispenses electricity in accordance with requirements for minimum power level of the NEVI Federal Standards and Requirements).</p> <p>(2) Charging Port uptime must be calculated on a monthly basis for the previous twelve months.</p>

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
				<p>(3) Charging Port uptime percentage must be calculated using the following equation:</p> $\mu = ((525,600 - (\text{Outage} - \text{Excluded})) / 525,600) \times 100$ <p>where:</p> <p><math>\mu</math> = port uptime percentage;</p> <p><i>Outage</i> = total minutes of outage in the preceding 12 months; and</p> <p><i>Excluded</i> = total minutes of outage in the preceding 12 months caused by the following reasons outside the Contractor's control, provided that the Contractor can demonstrate that the Charging Port would otherwise be operational: electric utility service interruptions, failure to charge or meet the EV charging customer's expectation for power delivery due to the fault of the vehicle, scheduled maintenance, vandalism, or natural disasters.</p>
		(c)	Third-Party Data Sharing	<p>The following data fields shall be made available, free of charge, to third-party software Contractors, via application programming interface:</p> <ol style="list-style-type: none"> <li>(1) Unique charging station name or identifier;</li> <li>(2) Address (street address, city, State, and zip code) of the property where the charging station is located;</li> <li>(3) Geographic coordinates in decimal degrees of exact charging station location;</li> <li>(4) Contractor name;</li> <li>(5) Charging Network Provider name;</li> <li>(6) Charging station status (operational, under construction, planned, or decommissioned);</li> <li>(7) Charging station access information: <ol style="list-style-type: none"> <li>i. Charging station access type (public or limited to commercial vehicles);</li> <li>ii. Charging station access days/times (hours of operation for the charging station);</li> </ol> </li> <li>(8) Charging Port information:</li> </ol>

Section No. (23 CFR Ref)	Section Title	Sub No.	Sub Title	Requirements
				<ul style="list-style-type: none"> <li>i. Number of Charging Ports;</li> <li>ii. Unique port identifier;</li> <li>iii. Connector types available by port;</li> <li>iv. Charging level by port (DCFC, AC Level 2, etc.);</li> <li>v. Power delivery rating in kilowatts by port;</li> <li>vi. Accessibility by vehicle with trailer (pull-through stall) by port (yes/no);</li> <li>vii. Real-time status by port in terms defined by Open Charge Point Interface 2.2.1;</li> </ul> <p>(9) Pricing and payment information:</p> <ul style="list-style-type: none"> <li>i. Pricing structure;</li> <li>ii. Real-time price to charge at each Charging Port, in terms defined by Open Charge Point Interface 2.2.1; and</li> <li>iii. Payment methods accepted at charging station.</li> </ul>

## APPENDIX 1

### Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

1. **Administration or SHA – Maryland Department of Transportation State Highway Administration.**
2. **AFC** – Alternative fuel corridor.
3. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
4. **Categorical Exclusion** – A federal environmental document used to request NEPA approval from the lead federal agency for projects with no significant environmental impacts either individually or cumulatively.
5. **CFR** – Code of Federal Regulations.
6. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
7. **Contract** – The Contract awarded to the successful Contractor pursuant to this RFP. The Contract will be in the form of **Attachment M**.
8. **Contract Monitor** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities.
9. **Contractor** – The selected Contractor that is awarded a Contract by the State.
10. **DBE** – Disadvantaged Business Enterprise
11. **DCFC** – Direct current fast charging.
12. **eMMA** – eMaryland Marketplace Advantage.
13. **FHWA** – Federal Highway Administration.
14. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
15. **National Environmental Policy Act (NEPA)** – A federal law that directs agencies proposing a federal action, to assess the environmental effects of the proposed action prior to making a decision.
16. **NEC** – National Electrical Code
17. **NEVI** – National Electric Vehicle Infrastructure.
18. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.



19. **Notice to Proceed (NTP)-1** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of the date of the letter. The date of the first NTP-1 is the official start date of the Contract for the actual delivery of services as described in this solicitation. Additional NTP-1s (as outlined in this RFP) may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
20. **Notice to Proceed (NTP)-2** – A written notice from the Procurement Officer that will allow construction to commence for a Project Site subject to all permits being received and issuance of the Ready for Construction plans by the Contractor.
21. **Offeror** – An entity that submits a Proposal in response to this RFP.
22. **O&M** – Operations and maintenance
23. **PEP** – Problem Escalation Procedure
24. **Programmatic Categorical Exclusion (PCE)** – SHA checklist which will be used for project review and NEPA documentation.
25. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only State representative who can authorize changes to the Contract. The Administration may change the Procurement Officer at any time by written notice to the Contractor.
26. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
27. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Transportation State Highway Administration, with the Solicitation Number and date of issuance indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda.
28. **RFC** – Ready for Construction
29. **State** – The State of Maryland.
30. **System for Award Management (SAM)** – The Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.
31. **Total Proposal Price** - The Contractor’s total amount requested from SHA for services in response to this solicitation, included in the Financial Proposal with Attachment B – Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP Section 5.6).