

INVITATION FOR BIDS



FOR

BID NO. 16-241

**UNDERGROUND WATER STORAGE TANK –
JARRETTSVILLE HIGHWAYS WASHBAY**

DATE BIDS DUE: JUNE 29, 2016 BY 1:00 P.M.

*NOTE: QUESTIONS CONCERNING THIS SOLICITATION MUST BE E-MAILED
NO LATER THAN 5:00 P.M. EASTERN STANDARD TIME ON JUNE 21, 2016.*

BIDS RECEIVED AFTER 1:00 PM WILL BE RETURNED UNOPENED

SUBMIT ORIGINAL AND ONE DUPLICATE SET OF BID FORMS TO:

**HARFORD COUNTY, MARYLAND
DEPARTMENT OF PROCUREMENT
220 SOUTH MAIN STREET
BEL AIR, MARYLAND 21014-3865**

Daniel J. Guthrie, CPPB
Chief of Procurement
Phone: 410-638-3550
410-879-2000 Ext. 3550
Email: djguthrie@harfordcountymd.gov

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MARYLAND'S NEW CENTER OF OPPORTUNITY



INVITATION FOR BIDS

BID NO. 16-241

**UNDERGROUND WATER STORAGE TANK –
JARRETTVILLE HIGHWAYS WASHBAY**

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**HARFORD COUNTY, MARYLAND
DEPARTMENT OF PROCUREMENT
220 SOUTH MAIN STREET
BEL AIR, MARYLAND 21014**

GENERAL INSTRUCTIONS

**INVITATION FOR BIDS
BID NO. 16-241**

An original and one (1) duplicate set of bid forms shall be sealed, addressed and **clearly marked with the bid number and due date** to the Department of Procurement for furnishing and delivering:

UNDERGROUND WATER STORAGE TANK – JARRETTSVILLE HIGHWAYS WASHBAY

will be received in the Department of Procurement, Harford County, until 1:00 p.m. Local Time on the due date. All bids submitted will be publicly opened at 1:30 p.m. Local Time on that date in the Main Conference Room, located on the first floor, 220 S. Main Street, Bel Air, Maryland 21014. Verification of all bids and pre-qualifications; if applicable, will occur after bid opening.

PRE-BID CONFERENCE: A Pre-Bid conference will be held for this project on June 13, 2016, on site at 10:00 am local time. Attendance is NOT mandatory, but is strongly advised.

PREQUALIFICATION IS NOT A REQUIREMENT OF THIS BID.

BONDS ARE A REQUIREMENT OF THIS BID.

FAILURE TO SUBMIT BID DEPOSIT CHECK OR BID BOND WHEN REQUIRED WILL NULLIFY BID. BIDS MUST BE ACCOMPANIED BY A BID BOND OR CERTIFIED CHECK IN THE AMOUNT OF 5% OF BID PRICE TOTAL.

(PLEASE READ THOROUGHLY)

THESE ARE GENERAL INSTRUCTIONS FOR ALL PROJECTS; SHOULD THERE BE A DISCREPANCY BETWEEN THESE GENERAL INSTRUCTIONS AND THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS, THE PROJECT REQUIREMENTS AND/OR GENERAL REQUIREMENTS WILL PREVAIL.

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:

Instructions, forms and specifications may be obtained by going to our website at www.harfordcountymd.gov/158/procurement.

- a) All bids are to be submitted in duplicate on and in accordance with forms for this purpose, which are available on our website.
- b) All bids are to be submitted in a sealed envelope with the bid number and name of the bid noted utilizing the attached label.
- c) Bids received after the specified time will be returned to the bidder unopened.
- d) Additional information or clarification of any of the instructions or information contained herein must be obtained from the Department of Procurement.
- e) Should any bidder find discrepancy in the plans or specifications or should the bidder be in doubt as to their meaning or intent of any part thereof, the bidder must prior to bid submission, request clarification from the assigned Procurement Agent, who will issue an addendum or otherwise clarify the matter. Every request for such interpretation should be sent via email to the assigned Procurement Agent and marked "Request for Clarification". The request must be received on or

before the due date for questions. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the Contract Documents. All addenda issued during the time for bidding shall form a part of the Contract requirements and shall be considered by the bidders in preparing their bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted.

- f) The County will assume no responsibility for oral communications. All official correspondence in regard to the specifications shall be directed to and will be issued by the assigned Procurement Agent in writing.
- g) Oral bids or modifications of bids will not be acceptable.
- h) Bids must be completed in ink or typewritten by the Bidder with the signature in full. When an unincorporated business is a bidder, the agent who signs the business name to the bids shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of the State the corporation is chartered and the names and titles of the officer having the authority under the bylaws to sign contract. Any one signing the bid as agent must file with it legal evidence of his authority to do so. Post office address, County and State, and telephone number must be given after the signature of the person signing the bid.
- i) Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after this time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the bidder.

2. AWARD OF CONTRACT:

- a) Award may be made to the lowest responsive and responsible bidder. In addition to price, consideration will be given to the following when determining the lowest responsive and responsible bidder; what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance, vendor location, references, and other unique requirements outlined in the request..
- b) Cash discount will be considered in determining award.
- c) Any other considerations for the award will be stated on the bid form or specifications.

3. TAXES:

The Contractor will be required to pay the Maryland State Tax on all materials and supplies used on the project in accordance with Maryland State Law.

4. INSURANCE:

- a) During the progress of the work, the Contractor shall provide and maintain the insurance set forth below. The Contractor will furnish certificates evidencing that such insurance is in force and will

make every reasonable effort to provide that ten (10) days prior notice be given to the County in the event of material change or cancellation.

<u>Type of Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000/accident \$100,000/employee disease \$500,000/disease aggregate
Bodily and Personal Injury	\$1,000,000 per person \$1,000,000 per occurrence
General Liability (including Contractual but excluding Completed Operations)	\$2,000,000 general policy aggregate per project.
Business Automobile Liability Insurance	\$1,000,000 combined single limit for bodily Injury and/or property Damage
Umbrella Excess Liability Insurance	\$1,000,000/occurrence \$1,000,000/aggregate limit
Fire and Extended Coverage (including Vandalism and Malicious Mischief) covering all material and Equipment at the job site furnished Under contract; but excluding Contractor's, subcontractor's Or Owner's tools and equipment And property owned by Employees.	Actual cash value
Special perils as Described in the latest Insurances Services Office form approved in Maryland	Amount of contract sum per loss for all work at the job site.

The County and it's elected or appointed officials and employees is to be additional insured in the Contractor's commercial general liability and umbrella excess insurance.

Contractor shall obtain the above-referenced insurance for the County, himself and his subcontractor in connection with providing goods and services under this contract.

- b) The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
- c) The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
- d) The Contractor agrees that if, by any reason of its failure, or failure of any such subcontractor to comply with and qualify under said laws the County shall be required at any time to pay any sum because any employee of Contractor or its subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.

- e) Evidence satisfactory to the County that the Contractor and each of its subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
- f) Policies for commercial general liability insurance must be written to protect the Contractor against claims arising from operations of subcontractors.
- g) In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed contract.
- h) It is understood and agreed that the Contractor has bonded or will bond each of his employees engaged on the Project who have fiduciary responsibility. It is further agreed that the Contractor shall pay to the County any sum or sums recovered from the Bonding Company arising out of acts of said employees involving funds of the County or property of the County. The bonds shall provide that coverage shall extend to and include the property of the County utilized in this project.
- i) Any and all return premiums and dividends for insurance directly charged to the County by the Contractor in connection with this Contract shall belong to and be payable to the County.
- j) The contractor and his subcontractors shall maintain and make available for audit by the insurance company their representative payrolls and other records relating to the work reasonably necessary for the purpose of computing insurance premiums. The Contractor shall assure that such information and records shall also be made available by his subcontractors.
- k) The Contractor and subcontractor shall provide, at their own expense, automobile bodily injury and property damage liability insurance covering all automobiles whether owned, hired, or non-owned operated by or on behalf of the Contractor or subcontractors, with not less than the following limits:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

- l) Prior to providing goods or services, the Contractor and subcontractor shall furnish to the County, Certificates of Insurance as evidence of the existence of such automobile liability insurance. Such certificates shall contain a ten (10) day prior written notice of cancellation or material change to the County.
- m) Contractors or subcontractors may at their own cost and expense obtain insurance additional to that required by the County under this Contract.
- n) The Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the Contractor (or any of his

employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.

5. RESERVATIONS:

- a) The County reserves the right to reject any or all bids or parts of bids when, in its judgment, the public interest will be served thereby.
- b) The County, with the approval of the County Attorney, may waive informalities and irregularities in bids (Sec. 41-24 Procurement Law) as the interest of the County may require.
- c) The County may reject a bid as non-responsive if the unit prices bid are mathematically or materially unbalanced.
- d) Interpretation of Quantities in Bid Schedule: The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. Payment to the Bidder will be made only for the actual quantities of items furnished in accordance with the Contract and it is understood that the scheduled quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating bid prices.
- e) The County may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to the County.

6. DELIVERY:

- a) Bidders shall guarantee delivery of materials in accordance with such delivery schedule as may be provided in the specifications and bid forms.
- b) All items shall be delivered F.O.B. destination and delivery costs and charges are included in the bid unless otherwise stated in the bid package.
- c) Delivery time may be a factor in award of bid.

7. COMPETITION, LITERATURE, SAMPLES:

- a) To better insure fair competition and to permit a determination of the award, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced.
- b) The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason. Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. **Bidders must follow the guidelines as stated in Number 8. Deviation from Specifications below.**
- c) No bidder will be allowed to offer more than one price on each item even though he may believe that he has two or more types or styles that will meet the specifications. Bidders must determine for themselves which item to offer. If the bidders should submit more than one price on any item, all prices for that item may be rejected at the discretion of the Contract Awarding Authority.
- d) A statement of the origin, composition and manufacturer of any or all materials to be used in the work shall be supplied, if requested, on the Bid Form.

- e) Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and consistent with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8. DEVIATION FROM SPECIFICATIONS:

In addition to the above requirements, all deviations from the specifications must be submitted in detail by the bidder in writing, **on or before the due date for questions as noted on the cover page of this bid.** The bidder shall indicate clearly the product on which he is bidding and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bids. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Harford County for furnishing material, equipment or services in full accordance with the specifications as written. Items not meeting the specifications may be rejected upon delivery to the County, and returned to Vendor at Vendor's cost.

9. INSPECTION:

All materials, supplies, and/or services delivered or performed for Harford County shall be subject to final inspection by Harford County and/or other independent testing laboratories as may be designated by the Director of Procurement. If the result of one or more of such tests indicates that any part of the materials or supplies are deficient in any respects, the County may reject all or any part of the materials and supplies to be provided under the contract. The Director of Procurement may waive variances in materials, supplies, and/or service upon written recommendation by the County Agency involved in the purchase.

10. ERRORS IN EXTENSION:

Where the unit price and the extension price are at variance, the unit price will prevail.

11. BID DEPOSIT (if applicable):

- a.) Bids must be accompanied by a Bid Bond or Certified Check in the amount of 5% Bid Price Total.
- b.) Bid deposit of all but the three (3) lowest bidders will usually be returned immediately after determination of the order of bids. The Bid Deposits of the second and third bidders will be returned immediately following the execution of a contract by the determined low bidder.
- c.) If no contract has been awarded within ninety (90) days of the bid opening, bid security will be returned upon the demand of the bidder.
- d.) Where the specifications or instructions provide bond requirements, the check of the successful bidder will be returned upon execution of contract and receipt of Performance Payment and Maintenance Bonds, as required under Section 12 below.

12. BONDING INFORMATION (if applicable):

Performance, Payment and Maintenance bonds MUST be submitted on a Harford County Bond Form. Sample Bond Forms are enclosed herewith for your review. The successful bidder will be provided with the proper bond forms upon award of contract. Harford County Government will only accept Bonds from Companies holding certificates of authority as acceptable sureties as published annually in the Federal Register, Department of the Treasurer, Fiscal Service, Department of Circular 570.

13. PERFORMANCE BOND (if applicable):

The successful bidder shall be required to furnish a Performance Bond in the amount of 95% of the contract, with the condition that he shall comply in all respects with the terms, conditions and agreements of the contract.

14. PAYMENT BOND (if applicable):

The successful bidder shall be required to furnish a Payment Bond in the amount of 95% of the contract for the protection of all subcontractors and material suppliers in accordance with Section 17-130 State Finance and Procurement of the Annotated Code of Maryland.

15. MAINTENANCE BOND (if applicable):

The successful bidder shall be required to furnish, a Maintenance Bond in the amount of 10% of the final contract price.

- a) The Contractor shall furnish a maintenance bond in favor of the County in a form and with a surety approved by the Owner, binding the Contractor as principal and the surety to promptly and properly replace any improper work or materials that may become apparent within a period of twelve (12) months following Harford County Acceptance of the Work.
- b) The maintenance bond will be submitted to the Department of Public Works prior to payment of final work estimate.
- c) Upon acceptance by the County of the maintenance bond the sum retained by the County will be paid to the Contractor.
- d) The maintenance bond shall consist of a surety bond in the amount of ten (10) percent of the total construction contract.
- e) The maintenance bond remains in effect for twelve (12) months unless otherwise directed from date of issuance.
- f) A punch list of items of work needing attention or correction will be maintained by the Department of Public Works.
- g) Sixty (60) days prior to expiration of maintenance bond, the Contractor will be notified of items on the punch list with a request for the schedule of completion.
- h) If the Contractor fails to comply with the notification within thirty (30) days, the Department of Public Works will notify the Contractor and send a copy to the bonding company stating that failure to comply with re-notification in two (2) weeks will result in the County completing the items on the punch list and charging the bonding company.
- i) Upon completion of maintenance bond requirements, the Department of Public Works will notify the Contractor of fulfillment of obligations of the bond.

16. LAW AND REGULATIONS:

In all operation related to the subject item, all laws and regulations of Harford County and all United States, State of Maryland Laws which are applicable to the Contract must be strictly complied with. The Contractor shall protect and indemnify Harford County and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

17. SITE VISIT: (if applicable)

Prior to preparing the bid, the Bidder shall visit the site. He shall be familiar with all existing conditions, making all necessary investigations as to locations of pipe lines and services and all other mater which can affect the work proposed. Bidder shall be familiar with the plans and specifications. The failure or omission of any Bidder to examine any form instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

18. QUALIFICATION AND LICENSE:

The County may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

19. FORM OF CONTRACT:

An appropriate Harford County Contract will be executed in accordance with Section 41-26 of the Harford County Code.

20. PREQUALIFICATION REQUIREMENTS (if applicable):

In order to qualify to bid on this project, the Contractor MUST have completed Harford County Contractor's Prequalification Application. All applications are due in the Department of Procurement ten (10) working days prior to the original bid opening date.

21. COOPERATIVE PURCHASING

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and it's territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded bidder(s) and these contract(s) shall be binding only upon the principals signing such document. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

22. RECIPROCAL PREFERENCE FOR LOCAL BIDDERS:

- a) When supplies or contractual services are purchased through the bid process established by Chapter 41 of the Harford County Code, the County may give a preference to the local bidder who is the lowest responsible local bidder if:
 - (1) All bids received are for the total amount of unit price, quality and service being equal, the contract shall be awarded to a local bidder;
 - (2) The other county or state gives a preference to its local bidders; and
 - (3) A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.
- b) A preference given under this section shall be identical to the preference that the other county or state gives to its local bidders.

23. ELIGIBILITY OF CANDIDATES FOR EMPLOYMENT:

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

24. FUNDING OUT

Contractor understands that any Contract, that results from this bid, is subject to the availability of funds and that the unavailability of funds shall automatically terminate this Contract and render it void without liability to the County, except Contractor will be paid for work performed up to the date of termination. The County shall notify Contractor in writing of such event of termination.

25. NO SMOKING POLICY:

Harford County has a policy whereby the use of tobacco products, including cigarettes, cigars, pipes, chewing tobacco and snuff is strictly prohibited on County property. The Contractor shall adhere to this policy.

SUBMIT ORIGINAL AND ONE DUPLICATE SET OF BID FORMS

BID FORM

BID NO. 16-241

UNDERGROUND WATER STORAGE TANK – JARRETTSVILLE HIGHWAYS WASHBAY

TO: Director of Procurement
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

From: _____

Basis of Award:

1. Contract award may be based on the lowest responsive and responsible bidder. In addition to price, consideration may be given to the following items when determining the lowest responsive and responsible bidder: the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; and other unique requirements outlined in the request.
2. All bidders **must be** prequalified in all areas specified if applicable.
3. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340.

Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

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

4. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.
5. **Award may be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.**
6. Bid Checklist – Failure to meet requirements A-C below, will result in your bid being rejected as non-responsive:
 - A. We are in good standing with State and Local Governments. Yes__ No__
Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: _____
 - B. We are pre-qualified with Harford County in all stated areas (if applicable)? Yes__ No__ N/A__
Date of Certificate Expiration: _____
 - C. We are submitting the Bid Bond (If Applicable) Yes__ No__ N/A__
 - D. We acknowledge all addenda (If Applicable). Yes__ No__ N/A__
 - E. We are submitting one Original & one Duplicate Copy of the Bid Forms. Yes__ No__

BID NO. 16-241
UNDERGROUND WATER STORAGE TANK – JARRETTSVILLE HIGHWAYS WASHBAY

ITEM NO.	DESCRIPTION	U/M	UNIT COST	QUANTITY	TOTAL COST
1	Mobilization/Demobilization	LS	\$	1	\$
2	UG water storage tank & accessories, including tank anchoring system	LS	\$	1	\$
3	Tank backfill	LS	\$	1	\$
4	Concrete Pad 6 ft. x 6 inches	LS	\$	1	\$
5	All piping, fittings, vent, plumbing work	LS	\$	1	\$
6	Water sensor alarm system, including all electrical work	LS	\$	1	\$
7	Pavement repairs	LS	\$	1	\$
8	Disposal	LS	\$	1	\$
TOTAL BID COST					\$

TOTAL BID WRITTEN IN WORDS * IF NO CENTS, WRITE NO CENTS

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: _____% net _____

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply. _____

This bidder, in compliance with the above-captioned Invitation for Bids has examined the plans, specifications and related documents, and the site of the proposed work (as applicable), is familiar with all the conditions surrounding the proposed project including materials, supplies and services to complete the project in accordance with the contract documents.

Bidder agrees to perform all work described in this Invitation for Bids, for the prices set forth on the Bid Form.

Within 10 days after receiving notice of acceptance of this bid, Bidder will execute the formal contract and deliver it to the Harford County Department of Procurement, with the bonds (if applicable) as required by the General Instructions.

The Bid Deposit attached (if applicable) in the sum of five percent (5%) of the total bid amount becomes the property of the County in the event the contract and bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional expense to the County caused thereby.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in 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, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, 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 bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under the State Finance and Procurement Article of the Annotated Code of Maryland.

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 the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the 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)

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article of the 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.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) Maryland (domestic) corporation
 foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Bengé, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewook, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

L. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy 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 _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

The undersigned acknowledges they have read the Invitation for Bids and all addenda including those posted on the County's website and hereby submits the above Bid.

BID SUBMITTED BY:

_____ ENTITY NAME (Must be entity name as registered with Maryland State Department of Assessments & Taxation)	_____ TELEPHONE NUMBER
_____ REPRESENTATIVE & TITLE (TYPE OR PRINT)	_____ FAX NUMBER
_____ REPRESENTATIVE & TITLE (SIGNATURE)	_____ E-MAIL ADDRESS
_____ ADDRESS	_____ MD. CONTRACTOR'S LICENSE NO.
_____ DATE	_____ DATE AND PLACE OF ISSUE

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name _____ Address _____

Name _____ Address _____

**HARFORD COUNTY, MARYLAND
MAINTENANCE BOND**

Principal _____

Business Address of Principal _____

Surety: _____

Resident Agent's Name & Address _____

A corporation of the State of _____, and authorized to do business in the State of Maryland.

Name and Address of any other person who must receive notice of any breach or nonperformance of Principal.

Obligee: HARFORD COUNTY, MARYLAND
220 S. Main Street
Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

Penal Sum of Bond (Express in Words and Figures) _____

Date Bond Executed _____

Complete Description of Maintenance Agreement _____

Agreement Number _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above, are held and firmly bound unto the Obligee, Harford County, Maryland, in the Penal Sum of this Maintenance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these Presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Maintenance Agreement (the "Agreement") with Harford County, Maryland, by and through the Department named above acting for Harford County, Maryland, which Agreement is described as shown above and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement approved by the Director of the above-named Department (the "Director"), or to the work to be performed thereunder or to the Plans, Specifications and Special Provisions, or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as "The Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the Agreement that this Maintenance Bond be executed.

NOW, THEREFORE, during the original term of said Agreement, during any extensions hereto that may be granted by the Director, and during the guarantee and warranty period, if any, required under the Agreement, unless otherwise stated therein, this Maintenance Bond shall remain in full force and effect for a period of ____ year(s) from the date of acceptance by the Director.

Whenever Principal shall be declared by the Director to be in default under the Agreement, the Surety may, within 15 days after notice of default from the Director, notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above-stated options, then the Director may have any and/or all remaining work under the Agreement completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the Penal Sum stated above. Surety will immediately forfeit and pay Obligee all or part of the Penal Sum, as demanded by the Director.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Maintenance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Maintenance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Maintenance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below, and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: (Witness) _____ Individual Principal
_____ as to _____

In Presence of: (Witness) _____ Co-Partnership Principal

_____ as to BY: _____

_____ as to _____

_____ as to _____

Attest: _____ Corporate Principal
_____ as to _____

BY: _____
President

Attest: _____ Surety:
_____ as to _____

BY: _____

TITLE: _____

Business Address of Surety _____

Bonding Agent's Name and Address:

**HARFORD COUNTY, MARYLAND
PAYMENT BOND**

Principal _____

Business Address of Principal _____

Surety

Resident Agent's Name & Address:

A corporation of the State of _____, and
authorized to do business in the State of Maryland.

Name and address of any other person who must receive notice of
any breach of nonperformance of contractor/ principal:

Owner: HARFORD COUNTY, MARYLAND
220 S. Main Street, Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

Bond Amount _____

Date Bond Executed: _____

Complete Description of Construction Contract

Contract Number: _____

Contract Amount: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 11) of any claims, demands, liens or suits and tendered defence of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 11) and send a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 11) and sent a copy, or notice thereof, to the owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
8. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3; or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
14. DEFINITIONS:
 - 14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where labor, materials or equipment were furnished.
 - 14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

 In Presence of: (Witness) _____ as to _____ Individual Principal

 In Presence of: (Witness) _____ Co-Partnership Principal

 _____ as to By: _____
 _____ as to _____
 _____ as to _____

Attest _____ Corporate Principal

 _____ as to By: _____
 _____ President

Attest _____ Surety
 _____ as to _____

 By: _____
 Title: _____
 Business Address of Surety:

Owner: Harford County, Maryland
 Department of Procurement
 220 S. Main Street
 Bel Air, Maryland 21014

Bonding Agent's Name and Address:

**HARFORD COUNTY, MARYLAND
PERFORMANCE BOND**

Principal _____

Business Address of Principal _____

Surety _____ Resident Agent's Name & Address: _____

A corporation of the State of _____, and authorized
to do business in the State of Maryland.

Name and address of any other person who must receive notice of
any breach of nonperformance of principal:

Obligee: HARFORD COUNTY, MARYLAND
220 S. Main Street, Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

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

Date Bond Executed: _____

Complete Description of Agreement _____

Agreement Number: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee, Harford County, Maryland, in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a join action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Performance Agreement, (the "Agreement"), with Harford County, Maryland, by and through the Department named above acting for Harford County, Maryland, which Agreement is described as shown above, and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement approved by the Director of the above-named Department, (the "Director"), or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as "the Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the Agreement that this Performance Bond be executed.

NOW, THEREFORE, during the original term of said Agreement, during any extensions thereto that may be granted by the Director, and during the guarantee and warranty period, if any, required under the Agreement, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1. Principal shall well and truly perform the Agreement; and
- 2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Director to be in default under the Agreement, the Surety may, within 15 days after notice of default from the Director, notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above-stated options, then the Director may have any and/or all remaining work under the Agreement completed. Surety to remain liable hereunder for all expenses of completion up to but not exceeding the Penal Sum stated above. Surety will immediately forfeit and pay to Obligee all or part of the Penal Sum, as demanded by the Director.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and/or the Laws of Harford County, Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has cause the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below, and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: (Witness) _____ Individual Principal
_____ as to _____

In Presence of: (Witness) _____ Co-Partnership Principal
_____ as to By: _____
_____ as to _____
_____ as to _____

Attest _____ Corporate Principal
_____ as to By: _____
President

Attest _____ Surety
_____ as to _____
By: _____
Title: _____
Business Address of Surety:

Bonding Agent's Name and Address: _____

HARFORD COUNTY CONSTRUCTION CONTRACT

**CONTRACT NO.
INSERT TITLE**

THIS CONTRACT, made and entered into this ____ day of _____, 2016, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, sometimes hereinafter referred to as "County," and **INSERT COMPANY AND ADDRESS** sometimes hereinafter referred to as "Contractor."

WHEREAS, the County requires **INSERT REQUIREMENT** (Project); and

WHEREAS, the County issued a formal Invitation for Bid (IFB)/Request for Proposal (RFP) to obtain bids/proposals from qualified contractor's to construction the Project; and

WHEREAS, the Contractor submitted a bid/proposal dated **INSERT DATE** to provide the required services (Bid); and

WHEREAS, the County and the Contractor desire to enter into a contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and the recitals, which are incorporated by reference herein, the County and the Contractor, intending to be legally bound, agree as follows:

SECTION I: CONTRACT DOCUMENTS

The contract between the County and the Contractor shall consist of this Harford County Construction Contract; the approved plans and specification for the Project; the IFB/RFP and any documents referenced therein; and the following addenda to the IFB/RFP, including any document referenced therein; **INSERT ADDENDUM NUMBER AND DATE**; Contractor's Bid/RFP (including the Bid Form and Bid Affidavits/Price Proposal and Proposal Affidavit) (collectively referred to as the "Contract").

SECTION II: SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, tools and other facilities and services, as required to complete the Project in accordance with the requirements of the Contract.

B. The Contractor shall perform all work under this Contract in a diligent and workmanlike manner, and shall exercise the degree of skill and expertise as is customarily employed by similar contractors performing similar work.

C. Specifications, plans and drawings referenced in this Contract remain the property of the County.

SECTION III: TIME OF COMPLETION

A. Subsequent to the execution of this Contract, the County shall give notice to the Contractor to proceed with the work beginning on a specified day.

B. The work to be performed under this Contract shall be fully and finally completed within _____ () consecutive calendar days from the starting date as specified in the Notice-to-Proceed.

SECTION IV: CONTRACT SUM

A. The total contract sum for the performance of the work described herein is _____ (_____).

B. Payment will be made in accordance with the Project Specifications.

SECTION V: ACCEPTANCE AND FINAL PAYMENT

A. Total contract sum, _____ (_____) subject to additions and deductions by a change order or contract modification, shall be paid to the Contractor for all work under this Contract.

B. Payment of the above stated amount shall be based upon applications for payment submitted to the County, and payments shall be progress payments made monthly to the Contractor by the County. At the beginning of each month, Contractor will submit to the County, a request for payment in the form of an itemized statement which must show each item listed in the Bid Form/Price Proposal, percentage complete, payment requested and the new balance remaining for the item. Upon approval of said request for payment by the County, payment shall be made to the Contractor.

C. The County will retain a portion of the amount due the Contractor, in accordance with the following:

1. The County shall withhold not more than 10 percent (10%) of the payment claimed, in an application for payment, until the work is 50 percent (50%) complete.

2. When the work is 50 percent (50%) complete the Contractor may request a reduction of the withholding to a lower percentage. Any reduction in the percentage shall be made at the sole discretion of the Director and will be considered only if the Contractor is making satisfactory progress and there is no specific cause for greater withholding. At no time shall the total retainage be less than 5% of the payment claimed for all work satisfactorily completed to date.

3. The County may reinstate up to 10 percent (10%) withholding, if the Contractor is not making satisfactory progress or if there is other specific cause for such withholding.

D. Upon completion of the work, the Contractor shall submit a written final estimate, based upon the County's measurement of the whole amount of authorized work performed by the Contractor and the value thereof under the terms of the Contract, and shall certify to the County, the completion of the work and the amount of the final estimate. All monthly estimates are subject to correction in the final estimate. The County's measurements upon which the final estimate is based, shall be final and conclusive. The final estimate shall be submitted to the County for confirmation that the work for which payment is claimed has been performed.

E. Upon approval of the final estimate, the County will notify the Contractor, in writing, of the final acceptance of the work. Out of the amount representing the payment due under the final estimate, the County will deduct such sum as is necessary so that the total retainage held by the County is ten percent (10%) of the final estimate, in addition to any and all other amounts under the Contract that it is entitled or required to retain, and shall hold said sum for a period of twelve (12) months from and after the date of payment of the final estimate.

F. Such part as may be necessary, or all of said retained sum, shall be applied to any expense to which the County may be subjected, during the said period of twelve (12) months, in repairing any defects found in the work under the Contract, which may be deemed to have been caused by failure of the Contractor to comply with the terms of the Contract, or to any breach of the Contract whatsoever on the part of the Contractor. The County shall be empowered to make any required repairs or renewals during said period, if after notice, the Contractor shall refuse or neglect to do said required work or make satisfactory progress thereon, within such period as the County shall consider necessary or reasonable. In case of an emergency, the County shall be empowered to make any required repairs without notice to the Contractor. Where such emergency repairs have been made without prior notice to the Contractor, the County shall so advise the Contractor as soon as possible thereafter. The right of expenditure of any retainage as provided for above, shall be in addition to the County's right to proceed against any and all bonds posted as security by the Contractor.

G. Within thirty (30) days after the approval of the final estimate, the County will pay to the Contractor, the amount remaining after deducting from the total amount of the final estimate, all such sums as have heretofore been paid to the Contractor under the provisions of the Contract, and also such amounts as the County has or may be authorized under the Contract to reserve or retain.

H. In lieu of the ten percent (10%) retainage described in Section V, Paragraph E, above, the Contractor may furnish to the County a maintenance bond in an amount equal to ten percent (10%) of the total contract sum to cover a twelve (12) month period

beginning with the date of "Final Acceptance" of all work performed by the Contractor to protect the County against faulty work appearing after final payment and arising within one year from final acceptance. Upon receipt of said maintenance bond, the County will pay to the Contractor any retainage withheld prior to submission and acceptance of the maintenance bond. At the end of the aforesaid twelve (12) month period, if no defects are found or if defects found have been satisfactorily corrected, the maintenance bond or all retained fees will be returned.

I. Prior to issuance of the certification described in Section, Paragraph D, the Contractor shall submit evidence satisfactory to the County that all payrolls, material bills and other indebtedness connected with this work have been paid.

J. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County.

SECTION VI: NON-COMPLETION

A. In the event that full completion of the Contract is materially delayed or the work cannot be completed through no fault of the Contractor, and the Director of the Department of Public Works so certifies, the County shall, without terminating the Contract, make payment of the sum due for that portion of the work completed and accepted by the Department of Public Works. Such payment shall not constitute a waiver of claims by the County against the Contractor.

B. In the event that the work is not completed within the specified time period and the causes of delay are within the control of the Contractor, or the Contractor otherwise fails to perform under the terms of this Contract, the Contractor shall pay to the County liquidated damages of _____ () per calendar day.

C. Completion, as it relates to liquidated damages, means that the work under the Contract has been fully accomplished to the satisfaction of the County and the County has fully accepted, by formal written notice and by no other means, the work.

SECTION VII: BONDS

The Contractor shall furnish the County with a payment and a performance bond in the amount of ninety five percent (95%) of the contract price, at the time of execution of this Contract. Upon completion and acceptance of work, and except as otherwise provided herein, Contractor will be required to post a ten percent (10%) maintenance bond for a one year period in accordance with Section V, subsection H. The bonds shall be executed by a surety company authorized to do business in the State of Maryland and all bonds securing this project shall be made payable to Harford County, Maryland.

SECTION VIII: GENERAL PROVISIONS

A. Non-Discrimination 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, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any 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.

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

C. Delays and Extensions of Time: The Contractor agrees to prosecute the work continuously and diligently.

D. Non-Collusion: The Contractor, its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over other Contractors, nor has it colluded with anyone for and on behalf of the Contractor, or itself, to gain any favoritism in the award of this Contract.

E. Governing Law: The Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

F. Successors and Assigns: The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or subcontract it as a whole without the previous written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

G. Written Notice:

(a) Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last

business address known to the person giving the notice; and

(b) All notices and correspondence hereunder shall be in writing and shall be deemed to have been duly given if personally delivered to the named person or, if mailed first-class, postage prepaid, addressed as follows:

CONTRACTOR: INSERT COMPANY NAME, ADDRESS AND CONTACT

COUNTY: Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014
Attn: Karen D. Myers, CPPB
Director
Department of Procurement

H. Rights and Remedies:

1. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligation, rights and remedies otherwise imposed or available by law.

2. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

SECTION IX: CLEANING UP

A. The Contractor at all times shall keep the premises free from the accumulation of waste materials or rubbish caused by its operations. At the completion of the work, it shall remove all waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials.

B. If the Contractor fails to clean up at the completion of the work, the County may do so and the cost thereof shall be charged to the Contractor.

SECTION X: SUBCONTRACTORS

A. A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work at the site. The term "subcontractor" is referred to throughout the Contract as if singular in number and means a subcontractor or its authorized representative. The term "subcontractor" does not include any separate contractor of its subcontractor.

B. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the work at the site. The term "sub-subcontractor" is

referred to throughout the Contract as if singular in number and means a sub-contractor or an authorized representative thereof.

C. Unless otherwise required by the Contract or the bidding documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the County, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. Within ten (10) calendar days after receipt thereof, the County will reply to the Contractor, in writing, stating whether or not the County, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County to reply within said ten (10) calendar days shall constitute notice of no reasonable objection.

D. The Contractor shall not contract with any proposed person or entity to whom the County has made reasonable objection. The Contractor shall not be required to contract with anyone to whom it has a reasonable objection.

E. If the County has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the County has no reasonable objection.

F. The Contractor shall make no substitution for any subcontractor, person or entity previously selected if the County makes reasonable objection to such substitution.

SECTION XI: SUBCONTRACTUAL RELATIONS

By an appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contract by the terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the County. Said agreement shall preserve and protect the rights of the County under the Contract, with respect to the work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these documents, has against the County. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors.

SECTION XII: WORK BY COUNTY OR BY SEPARATE CONTRACTOR

A. The County reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the County, it shall make such claim as provided elsewhere in the Contract.

B. When separate contracts are awarded for different portions of the Project or other work in the site, the term "Contractor" in the contract in each case shall mean the

contractor who executes each separate agreement.

C. The County will provide for the coordination of the work of its forces and of each separate contractor with the work of the Contractor, who shall cooperate therewith.

D. The Contractor shall afford the County and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate its work with theirs, as required by the Contract Documents.

E. If any part of the Contractor's work depends, for proper execution or results, upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the County any apparent discrepancies or defects.

F. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

G. Should the Contractor wrongfully cause damage to the work or property of the County, or to other work on the site, the Contractor shall promptly remedy such damages.

H. Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the County on account of any damage alleged to have been caused by the Contractor, the County shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorney's fees and court or arbitration costs which the County has incurred.

SECTION XIII: INSPECTION

A. The Director of the Department of Public Works, his designee or construction manager shall inspect all construction as it progresses and shall determine whether or not the County will accept the project upon completion.

B. The Department of Public Works inspectors have full authority on a project site to require that a project be completed in accordance with plans and specifications. In case of a dispute arising on a job site, the inspector shall report the dispute to the Director of the Department of Public Works or his designee.

SECTION XIV: ADDITIONAL WORK

No claim for extra work or materials not specifically provided by this Contract done by the Contractor will be allowed by the County unless such extra work or materials is

ordered in writing. Verbal orders ordering more work or materials for the Project are ineffective and of no force and effect.

SECTION XV: TIME EXTENSION

The County shall allow for extension of time in the completion of work under the Contract in the event of delays such as acts of God, acts of the County, labor disputes, material shortages, adverse weather conditions not reasonably anticipated, unavoidable casualties and other causes beyond the reasonable control of the Contractor. Said delays and reasons therefore shall be reported to the County in writing by the Contractor. If the County determines the cause of delays to be justified, then the time for completion of work under the Contract shall be extended for such reasonable time as the County may determine.

SECTION XVI: PROTECTION OF PERSONS OR PROPERTY

A. Safety Precautions and Programs: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

B. Safety of Persons and Property: The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its sub-contractors or sub-subcontractors; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

D. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

E. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the

utmost care and shall carry on such activities under the supervision of properly qualified personnel.

F. The Contractor shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by the Contractor, any subcontractor, and sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under this Contract, except damage or loss attributable to the acts or omissions of the County or anyone directly or indirectly employed by the County, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

G. Indemnification - Unsafe Working Environment. Contractor agrees to indemnify the County and to hold the County harmless for any injury or malady suffered by any agent, employee or servant of Contractor including any subcontractor or independent contractor of Contractor (collectively hereinafter "agent"). Furthermore, Contractor agrees to adhere to all applicable and pertinent OSHA and MOSH rules, regulations and guidelines, to adhere to all Harford County ordinances, laws, rules, and regulations, and to follow and apply safe construction practices in order to promote and provide a safe working environment. Contractor agrees to indemnify and pay the County for any attorneys fees incurred by the County in the defense of any claim against the County for an injury resulting from Contractor's negligent failure: (1) to provide a safe working environment; (2) to follow safe construction practices; (3) to inspect, supervise or review the job site, any construction activities or any plan or specification prepared by Contractor or his agent; or (4) to comply with any OSHA MOSH, or County ordinance, law, rule, or regulation. Contractor agrees to pay all court costs and any settlement or judgement incurred by the County as a result of any such suit or claim.

SECTION XVII: TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County 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. However, the Contractor shall not be reimbursed for any anticipatory profits, i.e. profits that have not been earned up to the date of termination.

SECTION XVIII: TERMINATION FOR CAUSE

A. If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract, then the County,

after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method it may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished.

B. If the unpaid balance of the contract sum exceeds the cost of finishing the work, including compensation for additional engineering services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County.

SECTION XIX: WARRANTIES

A. The Contractor warrants, to the County, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract. All work not properly approved and authorized may be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Contractor shall promptly correct all work rejected by the County as defective or as failing to conform to the Contract, whether observed before or after substantial completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the additional engineering services made necessary thereby.

C. The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected, unless removal is waived by the County.

D. If the Contractor fails to correct defective or nonconforming work, the County may correct it at the expense of the Contractor.

SECTION XX: RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents related to this Contract for three (3) years after final payment by the County hereunder or as necessitated by any applicable statute limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the County, including the procurement officer or designee, at all reasonable times.

SECTION XXI: COMPLIANCE WITH LAWS

The Contractor hereby warrants that it is qualified to do business in the State of

Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, 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; and it further agrees to comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

SECTION XXII: CHANGE ORDERS

The County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions; and the contract sum and the contract time will be adjusted accordingly. All such changes in the work shall be authorized by a properly certified change order. All change orders must be approved by the Director of Procurement and/or the County Board of Estimates as appropriate. No oral changes to this Contract shall be effective.

SECTION XXIII: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions of this Contract and the specifications and any document referenced therein, the parties agree that this Contract shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent.

SECTION XXIV: SUSPENSION OF WORK

A. The County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which will fix the date on which the work will be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be allowed an increase in the contract price and an extension of the contract time directly attributable to any suspension if the Contractor makes an approved claim.

B. The County will, if it suspends work as described above, provide an equitable adjustment to the Contractor. Only the additional costs associated with the following items will be recoverable by the Contractor as an equitable adjustment for delay in an approved claim:

- (a) Non-salaried labor expenses;
- (b) Costs of materials;
- (c) Equipment costs; and
- (d) Costs of extended job-site overhead.

All costs claimed must be adequately documented by actual records maintained in the usual course of business. Claims in excess of ten percent (10%) of the contract price must be approved by the Harford County Board of Estimates, but shall not be construed

and calculated as a change order for the purposes of exceeding the ten percent (10%) threshold of the contract price, thereby requiring Board of Estimates approval.

SECTION XXV: EXECUTION IN COUNTERPARTS

This Contract may be executed in one or more counterparts and shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same Contract and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

WITNESS/ATTEST:

NAME OF COMPANY

BY:

Signature

Print Name and Title

WITNESS/ATTEST:

HARFORD COUNTY, MARYLAND

By:

Karen D. Myers, CPPB
Director of Procurement and
Secretary, Board of Estimates

Approved for form and legal sufficiency.

Approved for financial sufficiency.

Margaret Hartka
Senior Assistant County Attorney

Robert F. Sandlass, Jr.
Treasurer

Reviewed and Concur.

Jeffrey M. Stratmeyer
Acting Director, Department of Public Works

Approved by the Board of Estimates the _____ day of _____, 2016.

This Contract was fully executed on the _____ day of _____, 2016.

SAMPLE

**HARFORD COUNTY, MARYLAND
MAINTENANCE BOND**

Principal _____

Business Address of Principal _____

Surety: _____

Resident Agent's Name & Address

A corporation of the State of _____, and authorized to
do business in the State of Maryland.

Name and Address of any other person who must receive notice of any
breach or nonperformance of Principal.

Obligee: HARFORD COUNTY, MARYLAND
220 S. Main Street
Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

Penal Sum of Bond (Express in Words and Figures) _____

Date Bond Executed _____

Complete Description of Maintenance Agreement _____

Agreement Number _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above, are held and firmly bound unto the Obligee, Harford County, Maryland, in the Penal Sum of this Maintenance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these Presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Maintenance Agreement (the "Agreement") with Harford County, Maryland, by and through the Department named above acting for Harford County, Maryland, which Agreement is described as shown above and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement approved by the Director of the above-named Department (the "Director"), or to the work to be performed thereunder or to the Plans, Specifications and Special Provisions, or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as "The Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the Agreement that this Maintenance Bond be executed.

NOW, THEREFORE, during the original term of said Agreement, during any extensions hereto that may be granted by the Director, and during the guarantee and warranty period, if any, required under the Agreement, unless otherwise stated therein, this Maintenance Bond shall remain in full force and effect for a period of ____ year(s) from the date of acceptance by the Director.

Whenever Principal shall be declared by the Director to be in default under the Agreement, the Surety may, within 15 days after notice of default from the Director, notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above-stated options, then the Director may have any and/or all remaining work under the Agreement completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the Penal Sum stated above. Surety will immediately forfeit and pay Obligee all or part of the Penal Sum, as demanded by the Director.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Maintenance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Maintenance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Maintenance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below, and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: (Witness) _____ Individual Principal
_____ as to _____

In Presence of: (Witness) _____ Co-Partnership Principal

_____ as to BY: _____

_____ as to _____

_____ as to _____

Attest: _____ Corporate Principal
_____ as to _____

BY: _____
President

Attest: _____ Surety:
_____ as to _____

BY: _____

TITLE: _____

Business Address of Surety _____

Bonding Agent's Name and Address:

**HARFORD COUNTY, MARYLAND
PAYMENT BOND**

Principal _____

Business Address of Principal _____

Surety

Resident Agent's Name & Address:

A corporation of the State of _____, and
authorized to do business in the State of Maryland.

Name and address of any other person who must receive notice of
any breach of nonperformance of contractor/
principal: _____

Owner: HARFORD COUNTY, MARYLAND
220 S. Main Street, Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

Bond Amount _____

Date Bond Executed: _____

Complete Description of Construction Contract

Contract Number: _____

Contract Amount: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 11) of any claims, demands, liens or suits and tendered defence of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 11) and send a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 11) and sent a copy, or notice thereof, to the owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
8. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or

part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3; or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 12. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS:

- 14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where labor, materials or equipment were furnished.
- 14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

 In Presence of: (Witness) _____ as to Individual Principal

 In Presence of: (Witness) _____ as to Co-Partnership Principal

_____ as to By: _____
 _____ as to _____
 _____ as to _____

Attest _____ as to Corporate Principal

 By: _____
 President

Attest _____ as to Surety

 By: _____
 Title: _____
 Business Address of Surety:

Owner: Harford County, Maryland
 Department of Procurement
 220 S. Main Street
 Bel Air, Maryland 21014

Bonding Agent's Name and Address:

**HARFORD COUNTY, MARYLAND
PERFORMANCE BOND**

Principal _____

Business Address of Principal _____

Surety

Resident Agent's Name & Address:

A corporation of the State of _____, and authorized
to do business in the State of Maryland.

Name and address of any other person who must receive notice of
any breach of nonperformance of principal:

Obligee: HARFORD COUNTY, MARYLAND
220 S. Main Street, Bel Air, Maryland 21014

BY: Director of Administration
THRU: Director of Procurement

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

Complete Description of Agreement _____

Agreement Number: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee, Harford County, Maryland, in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a join action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Performance Agreement, (the "Agreement"), with Harford County, Maryland, by and through the Department named above acting for Harford County, Maryland, which Agreement is described as shown above, and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement approved by the Director of the above-named Department, (the "Director"), or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as "the Agreement."

WHEREAS, it is one of the conditions precedent to the final award of the Agreement that this Performance Bond be executed.

NOW, THEREFORE, during the original term of said Agreement, during any extensions thereto that may be granted by the Director, and during the guarantee and warranty period, if any, required under the Agreement, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Agreement; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Director to be in default under the Agreement, the Surety may, within 15 days after notice of default from the Director, notify the Director of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above-stated options, then the Director may have any and/or all remaining work under the Agreement completed. Surety to remain liable hereunder for all expenses of completion up to but not exceeding the Penal Sum stated above. Surety will immediately forfeit and pay to Obligee all or part of the Penal Sum, as demanded by the Director.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and/or the Laws of Harford County, Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has cause the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below, and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: (Witness) _____ Individual Principal
_____ as to _____

In Presence of: (Witness) _____ Co-Partnership Principal
_____ as to _____
_____ as to _____
_____ as to _____

Attest _____ Corporate Principal
_____ as to _____
By: _____
President

Attest _____ Surety
_____ as to _____
By: _____
Title: _____
Business Address of Surety:

Bonding Agent's Name and Address: _____

GENERAL CONDITIONS

These are Harford County's General Conditions for all projects. Should there be a discrepancy between these General Conditions and the Project Requirements, the Project Requirements will prevail.

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GC.1 DEFINITIONS

- a. The Contract Documents consist of the Construction Contract, the Invitation for Bids including related Plans and Specifications and all other documents including all modifications thereof incorporated in the documents before their execution (addenda to the bid documents). These form the Contract. The Contract may be amended from time to time by written agreement (Change Order), duly authorized and executed by the parties hereto. The Contract Documents are intended to be complimentary and in case of a conflict, the more stringent shall apply. The Contract shall be made in and governed by the laws of the State of Maryland and Harford County.
- b. The County, the Contractor, and the Architect or Engineer are those mentioned as such in the Contract. They are treated throughout the Contract Documents as if each were of the singular number and neutral gender.
 - (1) Contractor or Successful Bidder - Each shall refer to the individual or company to whom the contract is awarded including all sub-contractors (builders, mechanics, architects and engineers, etc.).
 - (2) County, Director, Project Manager or Inspector - Each shall refer to the Harford County Director of Public Works or his/her authorized representative.
 - (3) Architect or Engineer - The individual or firm responsible for the preparation of Plans and Specifications for the project.
- c. Substantial Completion or Substantially Complete: Shall be the date certified by the County when all requirements of the Contract Documents are met, with the exception of minor punch list items, and when the owner can fully occupy and utilize the Work for the use for which it is intended.
- d. Conditional Acceptance: Shall be the date the County occupies all or a portion of the work when the entire project is not Substantially Complete.
- e. Final Acceptance: Shall be the date the County occupies all of the work when the entire project is complete.
- f. Notice to Proceed date: The date authorized in writing by the County for the Contractor to begin work.
- g. Contract Completion Date: The date that all work or phase of the work, as defined by the contract documents, must be completed. This shall be the Notice to Proceed date plus the number of days allowed in the contract. This date may be revised by Change Order when a time extension is justified and approved. Separate phases of the project may have different contract completion dates.

- h. The word “day” will be defined in the Project Requirement as working day or calendar day.
- i. Provide shall mean furnish and install.
- j. Unbalanced Bid:
 - (1) Mathematically Unbalanced Bid: A bid containing lump sum or unit bid items that do not include reasonable labor, equipment and material costs plus a reasonable proportionate share of the bidders anticipated profit, overhead cost and other indirect cost.
 - (2) Materially Unbalanced Bid: A bid generating a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost.

GC.2 AUTHORITIES

- a. The Director of Public Works or his authorized representative shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.
- b. The Architect or Engineer will serve as an advisor to the County on technical matters pertaining to the project. The Architect or Engineer may inspect the work, review submittals, and make revisions to the plans and specifications subject to approval by the County. The Architect or Engineer shall not have the authority to direct the work of the Contractor. Any direction by the Architect or Engineer must be through the County.

GC.3 RESPONSIBILITY FOR COMPLETE PROJECT

- a. It is the responsibility of the Contractor to construct the work under this contract so that it will be completed and finished in every detail. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion of or proper functioning of the construction, it will be included without extra payment.
- b. The plans and specifications are intended to cover a complete project, including equipment and appurtenances and it shall be distinctly understood that failure to mention specifically any work which would normally be required to complete the project shall not relieve the Contractor of his responsibility to perform such work.

GC.4 OBLIGATIONS AND LIABILITY OF CONTRACTOR

- a. The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the County, and at the prices herein agreed upon.
- b. All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.
- c. Except for shutdowns as specified herein, or as may be determined necessary by the County, the existing facilities must be kept in service to the full extent of their capacity. Where any shutdowns on the existing facilities may be required to build the new work, the Contractor shall schedule his operations at the convenience of the County.
- d. The Contractor shall indemnify and save harmless the County, the Architect/Engineer and their respective officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the County, the Architect/Engineer or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Architect/Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Architect/Engineer and/or solely by the negligence or fault of the Architect/Engineer; and provided further, that the Contractor shall not be

required to indemnify the County, his officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the County other than supervisory acts or omissions of the County in the work.

- e. The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the County to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the County to give such permission or directions.
- f. The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.
- g. The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.
- h. Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the County therefore, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.
- i. The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the Contract including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

GC.5 WORKMANSHIP

All workmanship shall be of good quality. Whenever the method of the Work or manner of procedure is not specifically stated or shown in the Contract Documents, then it is intended that the best standard practice shall be adhered to. Recommendations of the manufacturers of approved materials shall be considered as a part of these specifications and all material shall be applied, installed, connected, erected, used, cleaned and conditioned as so called for. This, however, does not eliminate any additional or more stringent requirements in these specifications surpassing manufacturer's recommendations.

GC.6 CONTRACTOR SUPERVISION

- a. The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the County in every possible way.
- b. At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the work without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the County.
- c. The Contractor shall submit the name and qualifications of the superintendent for the County's approval at or before the pre-construction meeting. The County reserves the right to reject or remove at any time during the work any superintendent that is in the County's opinion unacceptable.

GC.7 PRE-CONSTRUCTION MEETING

- a. A pre-construction meeting shall be scheduled prior to the date of the Notice to Proceed and the actual start of construction, the date to be determined by the County.
- b. Location: A central site, convenient for all parties, designated by the County.
- c. Attendance:
 - (1) County Representatives
 - (a) Department of Procurement
 - (b) Department of Public Works
 - (c) Using Agency

- (2) Architect or Engineer as appropriate
- (3) Contractor
- (4) Contractor's superintendent
- (5) Major subcontractors
- (6) Others as appropriate

GC.8 PROGRESS MEETINGS

- a. The Contractor shall attend bi-weekly progress meetings, and specially called meetings throughout the progress of the work.
- b. Frequency of meetings may be adjusted as required by progress of the work.
- c. Meetings will be held at site, or as designated by the County.

GC.9 PERMITS

- a. The Contractor shall obtain or assist the County in obtaining all permits required in connection with the work. The Contractor shall file necessary plans, prepare documents, give proper notices and obtain necessary approvals for all permits associated with the project whether the permit was obtained by the County or the Contractor.
- b. The Contractor shall be responsible for complying with all applicable provisions of the permits.
- c. The Contractor shall be responsible for closing out all permits and obtaining Use and Occupancy certificates (where applicable) and shall deliver inspection and approval certificates to the County prior to issuance of Substantial Completion.

GC.10 TESTING AND CERTIFICATIONS:

- a. Various plans and specifications references may indicate that the owner will contract with an independent testing agency. These statements if any are in error. The Contractor will be responsible for all applicable testing and certifications in order to complete the project and to obtain final approvals for this project. This shall include, but not be limited to soils testing, concrete testing, steel erection and certifications, mechanical and electrical testing.
- b. The Contractor shall engage the services of a Maryland Registered Professional Engineer to inspect, certify, and provide as-built drawings for the stormwater management facilities (SWM). The responsible engineer must attend the preconstruction meeting associated with the SWM or grading permit.
- c. Any exceptions to this General Condition will be detailed in the Project Requirements only.

GC.11 EQUAL OR APPROVED EQUAL

- a. Where any article is specified by proprietary name, trade name, and/or name of manufacturer, with or without the addition of such expressions as "or equal" or "or approved equal", it is to be understood that the article named or the quality thereof is intended, subject to the approval of the Director as to the quality thereof, and it is distinctly understood (1) that the Director is to use his own judgment in determining from time to time, whether or not any article or thing proposed to be substituted in the equal of any article or thing so specified; (2) that the decision of the Director on all questions of equality shall be final; (3) that, in the event of any adverse decision of the Director, no claim shall be made or allowed against the County.
- b. An offer of any article or material by the Contractor for an article or material specified may raise the presumption that it is for the purpose of saving money. If in such case, the article or material is approved, the County shall be given credit of the difference in the net cost to the Contractor of the article or material submitted and the price at which he could have obtained the lowest priced article or material specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer is made, and no article or materials will be considered without such figures.
- c. If the Contractor proposes an innovative alternative product, the County may at its sole discretion share the cost savings commensurate with the benefit to the County.

GC.12 ACCESS TO WORK

The County, the Architect/Engineer, their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

GC.13 EXAMINATION OF WORK

- a. All work including the fabrication and source of supply is subject to inspection by the County, the Architect/Engineer and those agencies required by law to inspect specific items.
- b. The County shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.
- c. Examination or inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

GC.14 PAYMENTS

- a. General

Lump Sum Contract - Lump sum contracts shall include, for the bid price, all costs of materials and services for which the Contractor shall be paid under the contract, plus profit. No further or additional compensation is due and owing the Contractor except as the contract may be modified to provide.

- b. Schedule of Values

At or before the pre-construction meeting, the Contractor shall submit to the County, a schedule of values of the various portions of the Work; aggregating the total Contract Sum, prepared in such form and supported by such data to substantiate its correctness as the County may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule of values, when approved by the County, shall be used only as a basis for the Contractor's monthly estimates. No payments shall be made prior to having an approved schedule of values.

- c. Unit Price/Contingent Items

Unit prices, where directed, shall be paid for by measurements of all quantities of work and material, according to the specifications and drawings and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by written order of the County and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or directions of the County, only the

actual quantities placed will be allowed in the measurements. Payment will be made only after a satisfactory check of test procedures outlined in Specifications.

- (1) Where unit price work is directed, following the completion of the work and before final payment is made therefore, the County shall make final measurements to determine the quantities of various items of work performed as the basis for final settlement. The Contractor, in case of unit price items, will be paid for the actual amount of work performed and for the actual amount of materials in place, in accordance with these specifications as shown by the final measurements.

d. Monthly Estimates

- (1) Upon completion of the work, the Contractor shall make a written final estimate, based upon the County's measurement of the whole amount of authorized work done by the Contractor, and the value thereof under the terms of the contract, and shall certify to the County, the completion of the work and the amount of the final estimate. All monthly estimates are subject to correction in the final estimate. The County's measurements, upon which the final estimate is based, shall be final and conclusive. The estimate shall be submitted to the County, for confirmation that the work for which payment is claimed, has been performed.
- (2) The final payment shall not become due until the Contractor submits to the County: (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the County or its property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety to final payment; and (3) as herein described other data establishing payment, such as receipts.

GC.15 PAYMENTS WITHHELD

- a. The County may withhold the whole or part of any payment to such extent as may be necessary to protect the County from loss on account of:
 - (1) Defective work not remedied.
 - (2) A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - (3) Reasonable indication that the work will not be completed within the Contract time.
 - (4) Unsatisfactory prosecution of the work by the Contractor.

- (5) Improper storage of materials and equipment.
 - (6) For shop drawing review for work beyond the second review.
 - (7) Non-submission of project close-out documents including but not limited to permit approvals, as-built drawings, and O&M manuals.
 - (8) Payment for inspection services for work beyond normal County working hours.
- b. When the above items are remedied, payment will be made for amounts withheld because of them.

GC.16 WORKING HOURS

- a. Normal County working hours are Monday through Friday, 7:00 A.M. to 3:00 P.M. excluding County Holidays. County holidays include:
- New Year's Day
 - Dr. Martin Luther King's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day
- b. All Contractor work shall be performed during normal County working hours unless approved by the County. Any requests to work during other than normal working hours must be made to the County at least 24 hours in advance (except for emergency situations).
- c. The Contractor shall pay to the County for work performed by the County's Inspector during periods other than normal County working hours at a rate per hour as indicated in the project requirements. This shall apply to hours worked at the Contractor's convenience as opposed to work requested by the County or otherwise required in the contract documents.
- d. The Contractor may request to work outside normal County working hours without a County inspector being present for work that can easily be inspected the following normal work day. This work must be coordinated in advance with the County Inspector.
- e. The County has sole authority to approve or disapprove any such requests and to determine if the cost for the Inspector's work is applicable.

- f. The cost for inspection services beyond the normal County working hours shall be deducted from the Contractor's monthly estimates and documented as a change order.

GC.17 SCHEDULE OF WORK

- a. The Contractor shall prepare a project schedule in the form of a Gantt or CPM chart. The schedule must identify all significant tasks and mile stones and must clearly delineate start dates, completion dates, and dependencies between tasks. The schedule must include submittal and review time, acquisition/fabrication times (especially for long lead items) and installation/construction times. The schedule must include adequate time for project close-out and punch list work.
- b. To the extent feasible, activities related to a specific physical area of the project shall be grouped on the schedule for ease of understanding and simplification. The selection and number of activities shall be subject to the review of the County.
- c. The Contractor shall submit his proposed schedule of work at the pre-construction meeting.
- d. The schedule shall be updated on a monthly basis. Updates shall be submitted with requests for payment. Failure to update the schedule may result in rejection or delay of payment requests.

GC.18 TIME FOR COMPLETION

- a. The time for completion shall begin on the date indicated on the Notice-to-Proceed, and shall end on the expiration of the number of days set forth in the contract or special provisions.
- b. The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated.
- c. It is agreed that the rate of progress herein required has been purposely made long enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents; and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.
- d. In the event of delays caused by acts of God, acts of Government, unforeseeable natural catastrophe, unforeseeable and unavoidable labor disputes, or other causes or contingencies clearly beyond the control or responsibility and without the fault or negligence of the Contractor, his subcontractors or suppliers, the Contractor may be entitled to additional

time to perform and complete the Work, provided that the Contractor shall within forty-eight (48) hours from the beginning of such delay notify the County in writing. Acts of God will be defined as events where a major disaster or emergency has been declared for the area where the work is commencing, by the Governor of Maryland.

- e. The Contractor shall apply for any extension of time in writing, setting forth in detail the reasons and causes of delay including an estimate of the probable effect of such delay on the progress of the work. The Contractor shall submit his application for extension to the County not more than 20 days after the commencement of the delay; otherwise the application for extension shall be waived.
- f. Upon receipt of such application, the County shall review and evaluate the cause and extent of the delay. If, under the terms of the Contract, the delay is properly excusable, the County will, in writing, appropriately extend the time for completion of the Work.
- g. The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.
- h. Delays caused by the failure of the Contractor's material men, manufacturers, and dealers to furnish approved working drawings, materials, fixtures equipment, appliances, or other fittings on time or the failure of subcontractors to perform their work in conformity with the approved progress schedule shall not constitute a basis for extension of time.

GC.19 LIQUIDATED DAMAGES

- a. It is hereby understood and mutually agreed, by and between the Contractor and the County and its elected or appointed officials and employees, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract, and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed. It is further agreed that time is of the essence of each and every portion of this Contract.
- b. The Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time for completion. It is expressly understood and agreed, by and between the Contractor and the County, that the time for completion, takes into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- c. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part of consideration for the awarding of the contract, to pay to the County the amount set forth in the Project Requirements for each calendar day or as otherwise described in the Project Requirements, past the date of Substantial Completion, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day or as otherwise described in the Project Requirements, that the Contractor shall be in fault after the time stipulated in the contract for completing the work.
- d. The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is agreed to be the amount of damages which the County would sustain and said amount shall be retained from time to time by the County from current periodical estimates.

GC.20 SHOP DRAWINGS/PRODUCT SUBMITTALS

- a. The Contractor will be required to submit a complete and detailed listing of anticipated submittals during the course of the Contract. The Contractor will coordinate his submittals with those of his subcontractors and suppliers and will identify each submittal as specified. The anticipated submission due date for each submittal must be indicated along with the date on which its return is anticipated. For planning purposes, the County will usually return shop drawings fourteen (14) working days after receipt. However, longer durations for review will not be considered a basis for a claim unless the Contractor notifies the County that a delay in review time will ultimately delay the project. This notification must be made along with the submittal in order to be valid.
- b. The Submittal Schedule must be submitted at the pre-construction meeting. The Submittal Schedule will then be accepted or revised as required and the Contractor will incorporate the dates and review durations into his Progress Schedule.
- c. A maximum of two submissions of each shop drawing or product submittal by the Contractor will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the County to fulfill stipulations of the drawings and Specifications, and which are required by the Contractor's neglect or failure to comply with the requirements of the drawings and Specifications, or to make those modifications and/or corrections ordered by the County in review of the first two submissions of each shop drawing, will be reviewed and checked as deemed necessary by the County and the cost of such review and checking, as determined by the County and based upon an hourly rate as set forth in the Project Requirements, will be deducted from the Contractor's monthly invoices or from monies retained under the

provisions of these Specifications. It is therefore incumbent upon the Contractor to make all modifications and/or corrections as may be required by the County in an accurate, complete, and timely fashion.

- d. The approval of shop drawings shall not relieve the Contractor from his responsibility to furnish all materials and perform all work as required by the contract documents. Neither the County nor the Architect/Engineer will be responsible for errors or omissions on the drawings furnished by the Contractor, even though drawings furnished containing such errors are inadvertently approved.

GC.21 FIELD ENGINEERING

The Contractor shall provide any pay for civil, structural or other professional field engineering services specified or required to execute the Contractor's construction methods.

GC.22 COUNTY'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County, may after three days written notice to the Contractor without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. The amount charged to the Contractor shall be computed in accordance with Article on "Payments" hereof.

GC.23 DELAY BY COUNTY

The County may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way or permits for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinafter provided.

GC.24 EXISTING UTILITIES

- a. The Contractor shall be responsible for verifying all utilities as shown on the contract drawings and shall have site marked by "Miss Utility" along with performing test pits where utilities are indicated on contract drawings. The completeness or accuracy of the information is not guaranteed. The Contractor shall take all necessary and proper steps to protect the continuance of such utilities. The Contractor shall notify "Miss Utility", 1-800-257-7777 at least 48 hours prior to starting work.
- b. In case of damage to utilities shown on the drawings or marked by Miss Utility, or due to the Contractor's failure to have the utilities marked by Miss Utility, the Contractor shall have such utilities restored to a condition equal to that which existed prior to damage at his entire cost and expense.

- c. In case of damage to utilities encountered that are completely unforeseen the Contractor shall notify the County immediately. Costs to repair such damage to unforeseen utilities will not be the Contractor's responsibility.

GC.25 PROTECTION OF WORK, PROPERTY AND STRUCTURES

- a. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the County. He shall adequately protect adjacent property as provided by law and the Contract Documents.
- b. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post suitable railings, barricades, detour signs, danger signals or danger signs, warning fence, etc., warning against the hazards created, open trenches, materials or supplies after delivery, and shall provide watchmen on the work by day or night, all as necessary for the public safety, and for the prevention of accidents. These precautions shall comply with the provision of all applicable safety regulations and/or as directed by the County.
- c. The Contractor is cautioned that he must at all times maintain access to the existing facilities during the course of the Work in a manner prescribed by the Contract Documents and in cooperation with Harford County.
- d. The Contractor must keep the job site free from accumulation of waste material or rubbish caused by his operations.
- e. The Contractor shall store equipment, materials, fuels, explosives, etc. in a manner and in locations complying with all safety regulations and he shall avoid interference with vehicular traffic traveling to the existing facilities, and he shall not endanger vehicles, personnel or employees of the County.
- f. The Contractor shall, at his own expense, sustain in their place and protect from direct or indirect injury all equipment, pipes, poles, tracks, walls, buildings and other structures or property in the vicinity of his work, whether above or below the ground, within buildings or structures, or that may appear in the trench. He shall at all times have sufficient quantity of timber and plank, chains, ropes, etc. on-site and shall use them as necessary for sheeting his excavation and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall take all risks attending the presence or proximity of pipes, poles, tracks, walls, buildings, and other structures and property, or every kind and description, in or over his trenches or in the vicinity of his work, whether above or below the surface of the ground or

within buildings or structures. He shall be responsible for all damages and assume all expenses for direct or indirect injury caused by his work, to any of them or to any person or property by reason of injury to them, whether or not such structures are shown on the drawings.

GC.26 CHANGES IN THE WORK

- a. The County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions; and the contract sum and the contract time will be adjusted accordingly. All such changes in the work shall be authorized by a properly certified change order. All change orders shall be approved by the Director of Procurement and/or the County board of Estimates as appropriate. No oral changes to this Contract shall be effective.
 - (1) The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:
 - (a) Unit Prices, if any, as set forth in the Contract.
 - (b) Unit Prices as mutually agreed.
 - (c) Lump Sum as mutually agreed.
 - (d) Time and material as mutually agreed.
 - (e) Time and Material Not-to-Exceed as mutually agreed.
 - (f) Other method as mutually agreed to be fair and reasonable.
 - (2) The following allowances shall be the basis for estimating lump sum proposals or for time and material work.
 - (a) LABOR. Wages of necessary day laborers and foreman actually employed on extra work, for such time as they are so employed plus forty-five (45) percent. This 45% shall include and cover all overhead, insurance, worker's compensation, fringe benefits, etc. Superintendent's time will not be allowed.
 - (b) MATERIALS. Actual purchase price, as paid by the Contractor, including any discounts, for materials actually incorporated into the extra work, to which cost shall be added an amount equal to fifteen (15) percent, plus the prevailing Maryland State Sales Tax.
 - (c) EQUIPMENT. Rental for vehicles, or heavy equipment or machinery while actually and actively used on the extra

work. Rental rates shall be actual audited daily costs, but not to exceed, 100% of the current rates recommended by the Associated Equipment Distributors based on the following schedule:

If the time of use is 3 days or less, figure hourly rates from the schedule of rates per day; if time of use is more than 3 days and less than 3 weeks, figure the hourly rate from the schedule of rates per week. If time of use is more than 3 weeks, figure the hourly rate from the schedule of rates per month; to compute hourly rate, use 8 hours per day, 40 hours per week, 176 hours per month.

- (d) SUBCONTRACTING. The prime Contractor shall receive the cost of work performed by an authorized Subcontractor as determined in (a), (b), and (c) above plus a ten (10) percent administrative allowance. Applies only to direct sub-contractors of the prime Contractor.
 - (e) Payment for extra work shall not include any allowance for the time of superintendents, timekeepers, or of any workmen or foremen not employed upon the extra work in question for a definitely and easily ascertainable period, nor the use, maintenance or repair of tools, nor for the maintenance, operation or repair of machinery, nor for the office accounting, engineering, or administrative expenses, indirect labor, nor for any rent, transportation, interest, depreciation or bonding cost or any other overhead, collateral or estimated expense, nor for any profit, all of which costs shall be deemed to be, and shall be, included in the allowance described in (a), (b), (c) and (d) above.
 - (f) The Contractor shall provide documentation to the County when requested as the County deems necessary to adequately evaluate the cost of materials, equipment or manpower. The County may contact suppliers or employees directly to verify information provided by the Contractor.
- (3) ADDITIONAL TIME. The Contractor may request additional time for changes in the work, provided that it can be reasonably demonstrated that the change has an effect on the critical path. When appropriate, additional time may be granted for a specific item of work without changing the overall Time for Completion for the project or the associated Liquidated Damages. Additional time, if approved, will be incorporated in the Change Order document.
- (4) All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The County may, at its option,

furnish any materials required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished; and likewise the County may supply any necessary machinery or equipment, and the Contractor shall not be entitled to any allowance thereupon.

- (5) The decision of the County shall be final and binding upon all questions relating to extra work.
- (6) All extra work shall be considered a part of the Contractor's responsibility to perform if required extra work and to make satisfactory progress in its execution.

GC.27 CHANGES NOT TO AFFECT BONDS

It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner of time of payments made by the County to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

GC.28 CHANGE DIRECTIVE

When the County and Contractor disagree on the terms of a change or perceived change to the work, the County may issue a Change Directive instructing the contractor to proceed with the work without delay. The Change Directive will contain a complete description of the work. Upon issuance of a Change Directive, the Contractor shall be solely responsible for any impact resulting from a delay in proceeding with the work. The Contractor will be responsible for maintaining detailed records for time and material expended under the change directive. If a change is warranted, the time and material shall be paid in accordance with the guidelines stated in Change Orders.

GC.29 CLAIMS FOR EXTRA WORK

- a. If the Contractor shall claim compensation for any damage sustained by reason of the acts of the County, or any official or agent thereof, he shall within 7 days after sustaining of such damage, make a written statement to the County, of the nature of the damage sustained, and shall, within 21 days after the occurrence of and alleged cause for damage, file with the County, an itemized statement of the details and amount of such damage.
- b. Whenever it shall appear to the Contractor that, due to the exigencies of the work, he is about to incur damage, owing to the neglect or refusal of the County to issue an extra work order or to any other cause whatever,

he shall at once notify the County in writing, of such fact and state the nature of his/her possible claim, in order that the County may obtain necessary and authentic information to guide future consideration and action on such claim and unless the Contractor shall comply with this requirement, his claim for damage shall be forfeited and invalidated. Such notifications shall not take the place of, but shall be in addition to, written statement herein above required to be submitted within 7 days after the occurrence of and alleged cause for damage.

- c. In any case where the Contractor deems extra compensation is due to him for work or materials not clearly covered in the contract, or not ordered by the County as an extra, as defined herein, the Contractor shall notify the County in writing, of his claim for such extra compensation and receive the approval of the County before he begins the work on which he bases the claim. If such notification is not given, or the County is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor is deemed to have waived the claim for such extra compensation and/or not have had a valid claim initially. In case the claim is found to be just, it shall be allowed and paid as an extra as provided for herein.

GC.30 DEFECTIVE WORK

- a. Until Final Acceptance, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the County all resulting costs, expenses, losses or damages suffered by the County.
- b. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the County as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the County which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

GC.31 WARRANTY – MAINTENANCE PERIOD

- a. Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for one year after the date of Substantial Completion by the County
- b. If, within any guarantee period, the County finds that warranted work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion are inferior, defective, or not in accordance with the terms of the contract, he will so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the County:
 - (1) Place in satisfactory condition all of such warranted work.
 - (2) Satisfactorily correct all damages to equipment, the building or contents thereof, which is the result of such unsatisfactory warranted work; and
 - (3) Satisfactorily correct any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been warranted under another contract.
 - (4) Should the Contractor fail to proceed promptly in accordance with the guarantee, the County may have such work performed at the expense of the Contractor.
- c. Any special warranties that may be required under the contract shall be subject to the stipulations set forth herein, insofar as they do not conflict with the provisions of such special guarantees.
- d. The Contractor shall obtain each transferable warranty of equipment, materials or installation thereof which is furnished by any manufacturer, supplier or installer. In addition, the Contractor shall obtain and furnish to the County all information which is required in order to make any such warranty legally binding and effective, and shall submit both the information and the guarantee to the County in sufficient time to permit the County to meet any time limit requirements specified in the warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract.

GC.32 NO SMOKING

Harford County has a policy whereby the use of tobacco products, including cigarettes, cigars, pipes, chewing tobacco and snuff is strictly prohibited on County property. The Contractor shall adhere to this policy.

GC.33 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by Harford County Government is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

GC.34 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

Harford County Government requires an awarded bidder to have on site, a full time interpreter that is fluent in speaking and understanding an employee's native language if the Contractor has on site an employee that does not speak English.

Failure of an awarded bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate Termination for Cause.

PROJECT CLOSEOUT

GC.35 SUBSTANTIAL COMPLETION

Upon determining that the Work may be Substantially Complete, as defined by these Contract Documents, the Contractor shall submit the following to the County:

- a. A letter requesting an inspection and certifying that the Work is, in the opinion of the Contractor, substantially complete.
- b. Warranties, workmanship bonds, maintenance agreements, final certifications and any other documents required, by the Contract Documents, to be submitted upon Substantial Completion.
- c. Any releases required to provide the County unrestricted use of the Work and access to services and utilities including, but not limited to, occupancy permits and operating certificates.
- d. Tools, spare parts, extra stock and any similar items which the Contractor is required to deliver to the County.
- e. Written notice that final change-over of permanent locks has been completed and submittal of keys to the County.
- f. Documentation that start-up testing of systems has been successfully completed and a written certification that temporary facilities, construction tools and other materials not belonging to the County have been removed from the site.

- g. Operation and maintenance manuals (submittal of manuals shall precede training of County personnel).
- h. A certification that Final Cleaning, as described in the Project Requirements, has been completed.

GC.36 INSPECTION FOR SUBSTANTIAL COMPLETION

- a. Upon receipt of a request for inspection and all documentation and submittals described in GC.31, the County shall schedule an inspection of the Work. In the event the County finds, upon commencing the inspection, that the Work is not substantially completed, the County may, at its discretion, terminate the inspection.
- b. If the County determines, following inspection, that the Work is Substantially Complete, as defined by these contract documents, the County shall prepare and issue a Certificate of Substantial Completion.
- c. If work remains to be completed, the County shall provide a list to the Contractor showing all items of work that must be completed or corrected. The list of construction items to be completed or corrected shall be referred to as the punch list, and shall be issued to the Contractor within 7 days of the inspection.
- d. If the initial inspection is terminated by the County as described in section GC.31, above, the Contractor must request a re-inspection in writing at least seven days prior to the date of the re-inspection. For the first and subsequent re-inspections, the County shall bill, and the Contractor shall pay, the costs incurred by the County for its inspector(s) and for any consulting engineer(s) or inspector(s) required by the County to be present during the re-inspection.
- e. In the event the Contractor wishes to request a waiver from one or more of the requirements including in GC.31, above, a written request shall be submitted to the County with a description of the requirement, an explanation of the reason why the requirement could not be met and a date by which the requirement will be met.

GC.37 CONDITIONAL ACCEPTANCE

The County, at its sole discretion, may issue a Certificate of Conditional Acceptance if it determines that one or more of the requirements in GC.31 may be waived or deferred. The Certificate may include such conditions as the County deems necessary to ultimately fulfill all requirements.

GC.38 OPERATIONS AND MAINTENANCE MANUALS

- a. Contractor shall organize operating and maintenance data into suitable sets of manageable size, bound, properly indexed and contained in individual heavy-duty 2-inch (maximum), 3-ring vinyl-covered binders with clear view panels on covers and spine, with pocket folders for folded sheet information. Binders shall be labeled on the front and spine of each binder as Operations and Maintenance Manual, Project Title and Bid Number, Volume # of #. Provide tabbed fly-leaf for each separate product or piece of equipment. Provide three complete sets unless otherwise directed.
- b. Content of Manual (as applicable)

Table of Contents

List of Sub-Contractors

Warranties

System Description and Sequence of Operation

Drawings

Product Data

Installation Instructions

Operations and Maintenance Instructions

- (1) Table of Contents: A complete table of contents shall be inserted in the front of each volume.
- (2) List of Subcontractors: A complete list of subcontractors (including the general contractor) shall be inserted after the table of contents in each volume. Include the Company name and address and phone number, POC name(s) and phone number(s), and a description of the work items for which the sub-contractor is responsible.
- (3) Warranties: Copy of each warranty, and bond issued shall be included in the first volume only – following the list of sub-contractors. Provide information sheets for County's personnel to use, listing proper procedures in the event of failure and instances which might affect the validity of warranties or bonds.
- (4) System Description and Sequence of Operation: For each HVAC systems and other complex systems, provide written text describing the various components of the system and a detailed sequence of operations. Provide balance reports and initial set point information.
- (5) Drawings: Supplement the System Description and Sequence of Operations with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, and control and flow diagrams. Coordinate drawings with information in project record documents to assure correct illustration of complete

installation. Do not use project record documents as maintenance drawings.

- (6) Product Data: Include only those sheets which are pertinent to the specified product and annotate each sheet to clearly identify the specific product or part installed and clearly identify the data applicable to the installation. Delete (or neatly line through) inapplicable information.
- (7) Installation Instructions: Provide copies of the operations and maintenance instructions provided by the manufacturer.
- (8) Operations and Maintenance Instructions: Provide copies of the operations and maintenance instructions provided by the manufacturer. Provide product model number and serial numbers in the O&M Instructions or other appropriate place.

c. Submittal Schedule

A maximum of two submissions of each operations and maintenance manual will be reviewed, checked and commented upon without charge to the Contractor. Any additional submissions which are ordered by the County to fulfill stipulations of the drawings and specifications, and which are required by the Contractor's neglect or failure to comply with the requirements of the drawings and Specifications, or to make those modifications and/or corrections ordered by the County in the review of the first two submissions of each operations and maintenance manual, will be reviewed and checked as deemed necessary by the County and the cost of such review and checking, as determined by the County, and based upon a rate per hour as indicated in the project requirements, will be deducted from the Contractor's invoices or from monies retained under the provisions of these Specifications. It is therefore incumbent upon the Contractor to make all modifications and/or corrections as may be required by the County in an accurate, complete, and timely fashion.

GC.39 RECORD DRAWINGS (As-Built Drawings)

- a. "Record Drawings" shall mean one or more sets of Contract Drawings and Shop Drawings marked only as necessary to show the actual locations of Work as installed.
- b. Record Drawings shall be protected from deterioration or loss and shall be maintained in a secure, fire-resistant location when not in use. The Contractor shall provide the County access to Record Drawings during normal working hours.
- c. Where the actual installed location of work differs from the Contract Drawings, Contractor shall mark whichever drawing is most capable of

showing conditions fully and accurately. Where Shop Drawings are used, a cross-reference shall be recorded at the corresponding location on the Contract Drawings, giving particular attention to concealed elements that would be difficult to measure and record at a later date.

- d. Record Drawings shall be marked using primarily a red erasable pencil. Other colors may be used to distinguish between variations in separate categories of the Work.
- e. Change Order numbers and Addenda numbers shall be marked on Record Drawings at appropriate locations.
- f. Change Order numbers and Addenda numbers shall be marked on Record Drawings at appropriate locations.

GC.40 TRAINING

- a. The Contractor shall arrange for each installer of equipment to meet with the county's personnel and provide instruction in proper operation and maintenance. In the event the County does not find the instruction provided by the installers acceptable or complete, Contractor shall arrange to have the manufacturers' representative(s) provide appropriate instruction. Topics shall, at a minimum, include the following as appropriate:

- Maintenance manuals
- Record documents
- Spare parts and materials
- Tools
- Lubricants
- Fuels
- Identification systems
- Control sequences
- Hazards
- Cleaning
- Warranties and bonds
- Maintenance agreements and similar continuing commitments

- b. The Contractor shall demonstrate the following procedures as appropriate:

- Start-up
- Shutdown
- Emergency operations
- Noise and vibration adjustments
- Safety procedures
- Economy and efficiency adjustments
- Effective energy utilization

GC.41 FINAL CLEANING

- a. General: General cleaning during construction is required by the General Conditions and included in Section Temporary Facilities.
- b. Cleaning: Contractor shall employ experienced workers or professional cleaners for final cleaning. Each surface or unit shall be cleaned to the condition expected in a normal, commercial building cleaning and maintenance program. Contractor shall comply with manufacturers' instructions regarding the use of cleaning solutions or substances.
- c. Contractor shall complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
 - (1) Remove temporary labels.
 - (2) Clean transparent materials, including mirrors and glass in doors and windows.
 - (3) Remove glazing compound and other substances that are noticeable vision-obscuring materials.
 - (4) Replace chipped or broken glass and other damaged transparent materials.
 - (5) Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances.
 - (6) Restore reflective surfaces to their original reflective condition.
 - (7) Leave concrete floors broom clean.
 - (8) Wax resilient floors.
 - (9) Vacuum carpeted surfaces.
 - (10) Architect/Engineer may require shampooing of carpets if substantial soiling has occurred prior to final acceptance.
 - (11) Wipe surfaces of mechanical and electrical equipment.
 - (a) Remove excess lubrication and other substances.
 - (b) Clean plumbing fixtures to a sanitary condition.
 - (c) Clean light fixtures and lamps.

- (d) Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
 - (e) Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 - (f) Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 - (g) Contractor shall engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- d. Removal of Protection: Contractor shall remove temporary protection and facilities installed for protection of the work during construction.
 - e. Compliance: Contractor shall comply with all applicable County, State, Federal or other codes, rules or regulations creating safety standards for cleaning. Contractor shall not burn waste materials, bury debris or excess materials on County property or discharge volatile, harmful or dangerous materials into drainage systems. Contractor shall remove waste materials from the site and dispose of them in a lawful manner.
 - f. Where extra materials of value remaining after completion of associated work have become the County's property, Contractor shall arrange for disposition of these materials as directed.

PROJECT REQUIREMENTS

SPECIAL PROVISIONS

SP.1 SCOPE OF WORK

A. This project is referred to as Harford County Invitation for Bid (IFB) No 16-241 "Underground Water Storage Tank, Jarrettsville Highways Washbay". The Contractor shall furnish all materials and labor, equipment, tools and other facilities and services, as required for completion of the project.

B. The work to be performed under this contract is described in the Detailed Scope of Work and Project Sketch issued with the Invitation for Bid (IFB), any addendum to the IFB, and the Contract Agreement.

C. The Contractor shall perform all work under this Contract in a diligent and workmanlike manner, and shall exercise the degree of skill and expertise as is customarily employed by similar contractors performing similar work.

SP.2 EXAMINATION OF SITE PRIOR TO BIDDING

The Contractor shall visit the project site prior to bidding and determine all existing conditions and circumstances under which the work must be done, and make all necessary allowances in bidding this project. No changes will be permitted for work that could have been reasonably anticipated by a thorough site inspection prior to bidding the project.

There will be a pre-bid meeting held at the project site and all prospective bidders are encouraged to attend. If unable to attend, contractors may make arrangements for a separate site visit PRIOR to visiting the site by contacting Scott A. Kearby, sakearby@harfordcountymd.gov, 410-638-3209 x1252.

SP.3 ISSUANCE OF PLANS AND SPECIFICATIONS

Bid Documents will be supplied in electronic format. No paper plans or specs will be issued by the County. It will be the Contractor's responsibility to have copies made as needed for their use.

SP.4 TIME FOR COMPLETION

The time for completion shall be **90 CALENDAR DAYS** from Notice to Proceed Date which will be determined at the Pre-Construction Meeting.

SP.5 LIQUIDATED DAMAGES

Liquidated Damages for this project shall be \$500 per calendar day beyond the time for completion.

SP.6 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

If the contractor has on site an employee that does not speak English, the contractor shall have a full time interpreter that is fluent in speaking and understanding the employee's native language.

SP.7 CLEAN-UP

Contractor is responsible for daily clean-up of construction debris. Contractor shall at all times keep the construction areas used by him free from accumulations of waste materials or rubbish. Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the County each day.

SP.8 HOURS OF OPERATION & SCHEDULING

Normal working hours are 7am to 3pm, Monday thru Friday and excluding County Holidays. If access to the site is needed for times other than the normal working hours listed above, **the Contractor must request approval from Harford County Project Manager and/or Inspector and must make arrangements no less than 2-working days prior.**

SP.9 NO SMOKING

Harford County facilities are all NO Smoking Facilities. The use of tobacco products or related tobacco products is strictly prohibited on County property.

SP.10 PARKING & STAGING AREA

Contractor Employee parking and Contractor Staging area must be coordinated with Bill Williams, Highways District 4 Supervisor, 410-692-7878.

***** END OF DETAILED SPECIAL PROVISIONS *****

DETAILED SCOPE OF WORK

PROJECT: Bid No 16-241 Underground Water Storage Tank, Jarrettsville Highways Washbay

LOCATION: Jarrettsville Highway Maintenance Facility (4th District), 1348 Cooptown Road, Forest Hill, MD 21050.

GENERAL: Provide all labor, materials, equipment as needed for a fully operational system of tank and tank alarm. Contractor will be required to obtain all necessary building and trade permits. Provide material submittals and manufacturer's data sheets for all components. Provide tank warranty, any required tank installation certification/report, tank alarm warranty documents, and installation/operating manuals for tank and tank alarm.

- Furnish & Install (F/I) one **single wall underground water storage tank** (Xerxes fiberglass reinforced plastic (FRP) water tank, www.xerxes.com, or approved equal). Install tank in accordance with manufacturer's installation instructions. Use **approved backfill materials** (rounded stone or other backfill meeting manufacturer's requirements). Locate tank beyond building foundation zone of influence as per manufacturer's installation recommendations.
- Nominal size 4000 gal, 8' diameter.
- Provide 6" dia drop tube for tank pump out with wear plate on tank bottom directly below.
- Depth of cover approximately 5' to provide for gravity flow from existing oil water separator outlet pipe.
- Load rating H-20/HS-20 for tank and for **manway and manway cover**. Manway 24" diameter minimum.

- Construct 6' x 6' x 6-inch thick **concrete pad** with 4x4-4/4 WWR (welded wire reinforcement) atop 12" graded aggregate base (2 x 6 inch lifts) w/rated manhole cover over the manway. Concrete mix shall be SHA Mix 3 (3500 psi) air-entrained. Provide for positive drainage away from manhole opening. Set manhole cover elevation 1" minimum above surrounding asphalt pavement elevation. Place concrete pad even with manhole cover and with uniformly sloped transition from manhole cover to asphalt pavement. Ensure positive drainage so no ponding water is trapped by construction.

- F/I PVC schedule 40 **pipng and fittings** as required to connect to existing oil water separator (OWS) effluent line and slope for gravity flow into the underground water storage tank. Cap downstream portion of OWS effluent pipe and abandon in place. Sawcut edges of asphalt paving for excavation. Restore using hot mix asphalt in same manner as described below for asphalt pavement.

- F/I **tank vent lines** per manufacturer's recommendations and code requirements. F/I 2-inch dia atmospheric mushroom style vent cap. Mount/attach vent lines to existing building. Coordinate mounting location in field with Harford County Project Manager or Inspector.
- F/I tank manufacturer's **pre-cast deadman tank anchoring system** with manufacturer's FRP hold down straps or other approved system to counter buoyancy effect when tank is empty.
- F/I **water level sensor system with audible/visual alarm** panel to be located inside vehicle maintenance bay. Contractor will obtain electric power from existing building, nearest suitable circuit as determined in the field. (Tank Alert AB Alarm System by www.sjerhombus.com, Versa'larm I/O Tank Alarm by www.alderonind.com, or approved equal). Initial alarm level to be set to activate alarm when tank is 75% full.
- F/I **electrical conduit and wiring** for water level sensor & alarms. Underground electrical conduit may be PVC or plastic. All aboveground exposed conduit shall be rigid metal conduit (RMC). Electrical wire type shall be THWN and sized per National Electric Code requirements. Sawcut edges of asphalt paving for exterior trenching. Restore using hot mix asphalt in same manner as described below for asphalt pavement.
- Fully restore/reconstruct **asphalt pavement** upon completion. Compact soil in excavation to subgrade elevation. Construct graded aggregate base (equal lifts, maximum 6 inch lift) and compact to 95%. Prior to base course paving, sawcut asphalt 12" (minimum) from edge of excavation, and compact aggregate base.
- Provide 12" graded aggregate base (GAB). Base course asphalt paving shall be minimum 3" thick (compacted) hot mix asphalt 19.0mm PG70-22 and surface course paving shall be minimum 3" thick (compacted) hot mix asphalt 12.5mm PG70-22.

WASHBAY OUTAGE: Contractor shall minimize the duration of washbay outage for final connection to proposed water tank. Prior to the outage all materials needed for the connection shall be onsite and the tank made fully ready to receive washbay effluent. Contractor shall request approval of outage date, time & duration of washbay outage from Harford County Project Manager or Inspector.

PROTECTION OF EXISTING FACILITIES: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site, except those indicated to be removed or altered. Repair/restore damage to existing facilities.

Excavation will take place nearby to existing building foundations. Contractor shall exercise care and take precautions so that existing foundations are not disturbed, undermined, or in any way damaged. Contractor shall "tent" the open excavation with tarp or plastic during non-working hours to prevent excessive accumulation of rainfall and also provide for continual dewatering of excavation as may be necessary.

SAFETY: Provide temporary barricades or safety fence around excavation site when unattended. These can be removed or relocated during project work activities and then re-set at the end of workday.

UTILITY MARKING: Contractor shall contact Miss Utility at 811 or 1-800-257-7777 to have project site marked. Contractor must give notice at least 2 full business days prior to the day they plan to start work. The day of the call is not counted as one of these days.

DISPOSAL OF DEBRIS & EXCESS SOIL: Contractor shall dispose of all demolition debris, excavated pavements, excess soils, and other waste material generated from project. Such materials shall be disposed of off-site in a location approved or suitable to receive the materials.

ENVIRONMENTAL PROTECTION: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

SCHEDULE OF REQUIRED SUBMITTALS: All submittals shall be submitted to the County electronically and in .pdf format. To the greatest extent possible, submittals should be original source PDF's; not scanned documents. Low quality or illegible submittals will not be accepted.

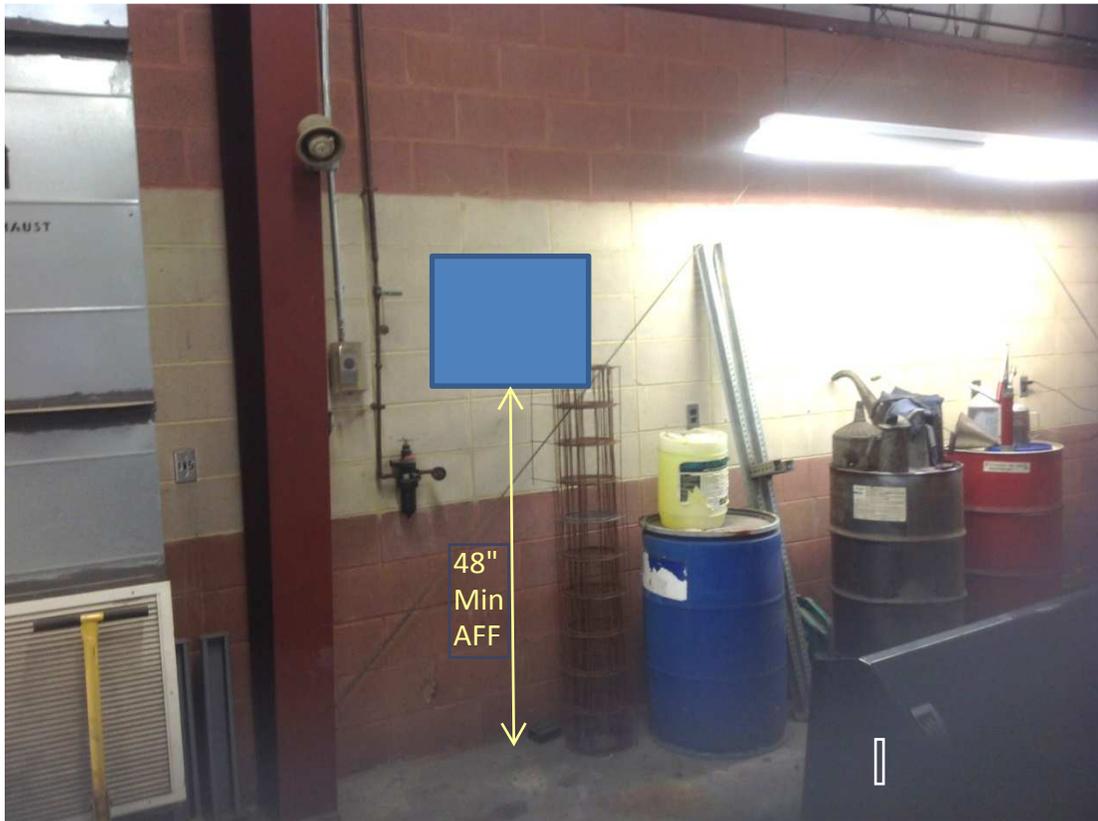
Underground Water Storage Tank	Manufacturer's Data Sheets Shop Drawing Installation Instructions O&M Manual Tank Installer's Report / Certification Tank Warranty
Manway & Manway Cover	Manufacturer's Data Sheets Installation Instructions
Piping & fittings	Manufacturer's Data Sheets
Tank Vent Lines & Vent Cap	Manufacturer's Data Sheets
Water Level Sensor System & Alarm	Manufacturer's Data Sheet Installation Instructions O&M Manual Level & Alarm System Warranty
Tank Backfill Material	Data Sheet & Gradation Report
Concrete	Source Plant & Mix Design
Asphalt	Source Plant & Mix Design
Graded Aggregate Base	Source & Gradation Report
As-Built Sketch	Markup of Project Sketch (redline)
Warranty	General Contractor Letter of Warranty

AS-BUILT DRAWING: Contractor will mark up project sketch (redline) to show any deviations or changes and to fully document location of installed tank, piping, and conduits, including depth of cover. Indicate point of electrical connection, electric panel & circuit number on mark up of sketch.

WARRANTY: Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for one year after the date of Substantial Completion by the County. Contractor shall submit a letter of warranty at close of project.

***** END OF DETAILED SCOPE OF WORK *****

PROJECT SKETCH SK-2



Location of Alarm Control Panel
(determine exact location in field)



Location of Underground Water Storage Tank
(determine exact location in field)