



Revenue Authority of Prince George's County

INVITATION FOR BIDS

For

Construction of Capital Region Medical Center

PARKING STRUCTURE

Issue Date: July 25, 2019

Invitation for Bids No. 19-10695

NOTICE

A Prospective Bidder that has received this solicitation from the Revenue Authority of Prince George's County website or e-Maryland marketplace www.emarylandbuyspeed.com or received this solicitation from a source other than Revenue Authority of Prince George's County, and that wishes to assure receipt of addenda with changes or additional materials related to this Solicitation, should *immediately* contact the Procurement Officer and provide the Prospective Bidder's name and email address so that addenda to this solicitation or other communications can be sent to the Prospective Bidder prior to Bid closing.

Dear Supplier,

Thank you for your interest in doing business with Revenue Authority of Prince George's County.
We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretations or failure to comply with instruction could lead to your submittal being rejected as non-responsive. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to Suppliers registered as receiving this solicitation by purchase or download. In addition, all addenda are posted on the <http://pgebid.co.pg.md.us/ebid>. Please read carefully and follow all instructions provided on the addendum, as well as the instruction provided in the original solicitation. It is the responsibility of all potential Contractors to monitor the <http://pgebid.co.pg.md.us/ebid> website for any changing information prior to submitting their reply

Again, thank you for your continued interest in doing business with Revenue Authority of Prince George's County.

**THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
SOLICITATION KEY INFORMATION SUMMARY SHEET**

Solicitation Name: CAPITAL REGION MEDICAL CENTER

Solicitation Number: 19-10695

Solicitation Issue Date: July 25, 2019

Closing Date and Time: August 16, 2019

Bids are to be sent to: Fabian Lewis
1300 Mercantile Lane, Suite 108
Largo, Maryland 20774
301-850-5057

Pre-Bid Conference: July 31, 2019 at 10:00 a.m. local time
1300 Mercantile Lane, Suite 108
Largo, Maryland 20774

Submission of Questions:

Due By: August 06, 2019

Bid Bond Required: 5% of Total Bid

**Certified County-Based Small Business,
County-Based Business and/or
County-Based Minority Business**

Enterprise Subcontracting Requirement: 40%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Revenue Authority of Prince George's County (the "Authority") is issuing this Invitation for Bid (IFB) to establish a term contract with a General Contractor for construction and coordination of a 1,150 space Parking Structure for the Capital Region Medical Center in Largo, MD. See Attachment Q for the Site location Map.
- 1.1.2 This IFB has a mandatory Supplier Participation 40% utilization of Certified County-Based Small Business (CBSB), Certified County-Based Minority Business Enterprise (CBMBE), and/or Certified Minority Business Enterprise (MBE). The 40% requirement can be met by subcontracting any combination of CBSB, CBMBE, or MBE).
- 1.1.3 The Authority intends to make an award to the responsive, responsible bidder offering the best value to the Authority. In determining responsibility, in addition to price, the qualifications listed in Paragraph 23 (a) thru (j) of the General Conditions and Instructions to Bidders, will be considered by the Procurement Officer. (Please refer to Attachment Y).
- 1.1.4 Bidder, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements of this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Contractors must provide all labor, materials, and equipment needed for all work to be performed. The Contractor will be required to perform under the direction and inspection of an assigned Authority Representative.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **Best Value** -The basis for awarding contracts for services which optimizes weighted factors such as quality, cost, diversity, and performance, among responsive and responsible Bidders.
- b. **Bidder** – An entity that submits a Bid in response to this IFB.
- c. **Bid Price** - The Bidder's price for services and/or goods in response to this solicitation, which shall be included on the Price Bid Sheet and will be used in determining the recommended awardee.
- d. **Business Day(s)** – The official working days of the week include Monday through Friday; except Authority Holidays and days the Authority is closed due to weather or other emergency event. Normal Authority business hours are 8:00 am to 5:00 pm. The Contractor will not be permitted to do any work that requires the presence of the Authority's inspection or supervisory forces on days which are Authority Holidays or on Saturdays or Sundays, unless such work has been previously authorized by the Authority Representative.

Below is a list of Authority Holidays:

| | |
|-------------------------------|--|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Inauguration Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Employee Appreciation Day (Day after Thanksgiving) |
| Independence Day | Christmas Day |

- e. **Certified Business Entity** – See Attachment M for all Certified Business Entity Definitions.

- f. **Contractor** – The selected Bidder that is awarded a Contract by the Authority.
- g. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the Authority for purposes of this solicitation.
- h. **SDDD** - The Prince George’s County Supplier Development & Diversity Division.

1.3 Contract Type

The Contract resulting from this solicitation shall retain firm/fixed pricing. Any price increase will be at the sole option of the Authority.

1.4 Project Schedule

- 1.4.1 The following schedule identifies the estimated construction schedule for this project and the estimated durations.

| Schedule of Bid Activities to Award | Date |
|--|--------------------|
| IFB Release | 7/25/19 |
| Non-Mandatory Prebid Meeting / Site Tour | 7/31/19 |
| Deadline for Questions | 8/06/19 |
| Sealed Proposals Due to the Authority | 8/16/19at 3:00PM |
| IFB Review Period | 8/19/19 to 8/23/19 |
| Announcement of Successful Bidders | 8/26/19 |
| Contract Award and Start Date | 8/29/19 |

- 1.4.2. The Bidder shall submit a project construction CPM schedule with their bid that is similar in format and detail to the sample schedule depicted in Attachment R. The bar chart schedule developed by the Bidder shall reflect their recommended project phases, phase activities, activity durations, and long lead items.

The Bidder shall estimate the duration of the Project through Close-Out Phase based on the anticipated time required to complete each deliverable identified in Section 3.8 of this IFB document entitled “Contract Deliverables - Project Close-Out Phase” and include this information in the CPM schedule submitted.

A written narrative shall also be included with the bid explaining the schedule submitted and the reasons why and how it can be completed in the time frame proposed by the Bidder.

This schedule and narrative will be reviewed by the Procurement Advisory Group (PAG) as part of the evaluation process and will be assigned a score commensurate with clarity and comprehensiveness of the submission.

- 1.4.3 **SUCCESSFUL BIDDER’S CONSTRUCTION SCHEDULE.** The successful bidder will issue a Critical Path Method (CPM) schedule based on the bar chart schedule submitted with the successful bidder’s proposal. The Client will review and approve the CPM schedule and issue it as the approved project schedule at the first design kickoff meeting. This schedule will be binding for the Bidder’s activities and will include the start and completion dates for each activity. The Bidder and Project Team members shall use this CPM schedule to ensure that all construction milestone dates are met for the project. The Bidder shall update the CPM schedule to reflect performance periodically (minimally at each design phase) for the Project Team review and approval. Any recommendations for deviations from the approved CPM schedule must be explained in detail as to the causes for the deviation(s) and impact to the Project Schedule.

1.5 Pre-Bid Conference

A Pre-Bid Conference will be held on 7/31/19 at 10:00 am at the Authority's Office – 1300 Mercantile Lane, Suite 108, Largo, MD 20774 - to allow potential bidders an opportunity to present questions and obtain clarification related to any facet of this solicitation. While attendance at the pre-bid conference is not mandatory, information presented may be very informative; therefore, all potential bidders are encouraged to attend this conference in order to enhance their understanding of the Authority's requirements and to be able to better prepare acceptable bid responses. Bidders seeking reasonable accommodations under the Americans with Disability Act, please refer to 1.46 of this IFB.

1.6 Notice to Bidders

Each prospective Bidder, before submitting a bid, shall become fully informed as to the extent and character of the work required. No consideration will be granted for alleged misunderstanding of the material to be furnished or work to be performed, it being understood that the submission of a Bid is an agreement with all of the terms and conditions referred to herein.

1.7 Solicitation Availability

The full version of this IFB can be downloaded from the Authority's website at <http://pgebid.co.pg.md.us/ebid>.

1.8 Questions

All questions concerning this IFB must be sent via email to Fabian Lewis at REDevelopment@co.pg.md.us no later 8/06/19. All answers will be in the form of an Addendum to this IFB. Written questions from prospective bidders will be accepted by the Procurement Officer prior to the Pre-Bid Conference. If possible and appropriate, such questions will be answered at the Conference; however, responses are not binding. No substantive question will be answered prior to the Pre-Bid Conference. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective bidders attending the Pre-Bid Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (see above email address) in a timely manner by 7/17/19 at 3:00 p.m. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Answers to all substantive questions will be distributed to all firms that are known to have received a copy of the IFB in sufficient time for the answer to be taken into consideration in the Bid.

PROJECT TEAM MEMBER DIRECTORY

The following are the names, addresses, and phone numbers of the Project Team members.

1. Authority's Procurement Officer and Project Manager:

Name: Fabian Lewis
Address: 1300 Mercantile Lane, Suite 408
Largo, Maryland 20774
Phone No: 301-850-5057
E-Mail No: REDevelopment@co.pg.md.us

2. Authority Owner Representative:

Name: Richard Partlow
Company: Johnson, Mirmiran & Thompson, Inc. (JMT)
Address: 40 Wight Avenue
Hunt Valley, Maryland 21030
Phone No: 442-662-4274
E-Mail No: Rpartlow@jmt.com

1.9 Bid Submission (August 16, 2019, at 3:00 p.m.)

Bidders shall submit their sealed bid no later than August 16, 2019, at 3:00 p.m. LOCAL TIME, to the Revenue Authority of Prince George's County Office located at 1300 Mercantile Lane, Suite 108, Largo, Maryland, 20774. The sealed bid shall be clearly labeled "BID FOR CONSTRUCTION SERVICES – CAPITAL REGION MEDICAL CENTER PARKING STRUCTURE, LARGO TOWN CENTER, LARGO, MD."

Bidders must include the following documentation with the bid response. Failure to sign and return these documents may cause your bid to be ruled non-responsive and ineligible for evaluation consideration.

1. **Firm Qualifications:** Identify your firm, organizational structure and support resources available to complete the work to include, at a minimum, name, address, license number, type of organization, year established, number of employees, sale volume, bonding capacity, percentage of self-performed work, and number of years the firm has been involved in precast garage structures and projects in the Washington DC metropolitan area.
2. **Key Personnel Qualifications:** Provide the qualifications of Key Personnel assigned to perform the work. At a minimum, include the Project Manager and Site Superintendent. Provide a resume for each Key Personnel to include education, certifications, professional affiliations, and demonstrate at least 10 years of construction experience on three (3) to five (5) precast parking structures or similar structural or base building projects.
3. **Firm Past Experience on Similar Projects:** Provide at least five (5) relevant projects completed over the past seven (7) years that demonstrate the firm's experience with the precast garage structures or similar base buildings, including References. Highest consideration may be given for 1) projects most similar to this project in method of delivery, type, size, scope and complexity garage or base building projects; 2) the ability to meet completion deadlines within a specified time frame; 3) demonstrated ability to deliver projects without unreasonable cost growth; and 4) the ability to partner with the client or meet their expectations.
4. **Construction Safety:** Provide the following: Experience Modification Rate (EMR): For the three previous complete calendar years (2016, 2017, and 2018), submit firm EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three-year period). If the firm does not have an EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART): For the three previous complete calendar years (2016, 2017, and 2018), submit firm OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If the firm cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

Technical Approach for Safety: Provide the Safety Plan to include a description of methods that the firm will employ to ensure and monitor safe work practices at all subcontractor levels.

5. **Work Plan:** Provide firm's approach to manage the work including a staffing plan for key staff, organizational processes, tools and techniques, and Quality Assurance/Quality Control.

The following documents shall be provided in the Bid Package:

- 1) Bid Proposal Affidavit (Attachment A)
- 2) Bidder/Offeror Statement of Ownership (Attachment B)
- 3) Vendor's Oath & Certification (Attachment C)
- 4) Supplier Participation Certification and Acknowledgement (Attachment D)
- 5) Supplier Utilization Plan – Parts 1, 2 & 3 (Attachment E)
- 6) Bid Price Sheet (Attachment H)
- 7) Professional References (Attachment I)
- 8) Certification of Assurance of Compliance Regarding Suspension and Debarment (Attachment J)
- 9) Bid Bond with Corporate Acknowledgement (Attachment K)
- 10) Certification of Assurance of Compliance Regarding Fair Labor Standards Act (Attachment L)

All original responses must be signed in BLUE INK. Submit Cost in Separately Sealed Envelope

RETURN ORIGINAL BID PACKAGE (DOCUMENTS AND BID FORM), TWO (2) COPIES OF EACH, COMPLETED AND SIGNED, AND ONE (1) CD, TO THE PROCUREMENT OFFICER. The Bid title and number must be stated on the lower left corner of the submission envelope.

All proposers will be fully responsible for the timely delivery of the IFB response to the designated location hand carried or

Bids may be either mailed or hand-delivered. For U.S. Postal Service deliveries, any Bid that has been received at the typical place of mail receipt for the Authority by the time and date listed in this IFB will be deemed timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Authority recommends that it use Express Mail, Priority Mail, or Certified Mail only, as these are the only forms for which both the date and time of receipt can be verified by the Authority. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procurement office and a bidder using first class mail will not be able to prove a timely delivery.

Hand-delivery includes delivery by commercial carrier acting as agent for the bidder. For any type of direct (non-mail) delivery, a bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the Authority. Bids received after the due date and time listed in this section will not be considered. Late Bids will be returned to the bidder unopened.

Bids may be modified or withdrawn by written notice received to the Procurement Officer before the time and date set for the closing.

Bids may not be submitted by e-mail or facsimile.

1.10 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.11 Receipt of Bids

Upon receipt, each Bid and any timely modification(s) to a Bid shall be clocked in and stored in a secure place until the time and date set for Bid evaluation

1.12 Confidentiality of Bids

Requests for Bid information made under the Maryland Public Information Act (MPIA) shall be reviewed by the Authority to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only as permitted by law.

1.13 Award Basis

The Contract shall be awarded to the responsive and responsible Bidder that offers the Best Value to the Authority. The Best Value criteria for this solicitation are as follows (listed in order of importance):

- a. Firm Qualifications
- b. Key Personnel Qualifications
- c. Firm Past Experience on Similar Projects
- d. Construction Safety
- d. Work Plan
- e. Cost

1.14 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 180 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.15 Cancellations

The Authority reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

1.16 Incurred Expenses

The Authority will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

1.17 Protest/Disputes

All disputes, protest or claims related to this solicitation, or the resulting contract, shall be submitted to the Executive Director of the Authority.

1.18 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. Subcontractors utilized in meeting the established CBSB, CBB and/or CBMBE participation requirements for this solicitation shall be identified in the appropriate Attachment E (Parts 1, 2 and 3) of this IFB requirement.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.19 Substitution of Key Personnel

If this solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of key personnel after the Contract has commenced must be approved in writing by the Procurement Officer prior to the substitution. If the Contractor substitutes key personnel without the prior written approval of the Procurement Officer, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the Authority's remedies under the Contract or which otherwise may be available at law or in equity.

1.20 Mandatory Contractual Terms

By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB, including the General Terms and Conditions attached hereto as Attachment V. Any exceptions to this IFB must be raised prior to Bid submission. Changes to this solicitation, including the Bid Price Sheet, made by the Bidder may result in Bid rejection.

1.21 Bidder/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment A of this IFB.

1.22 Compliance with Laws/Arrearages

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

By submitting a response to this solicitation, each Bidder represents that it is in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a corporation conducting business in Prince George's County or the State of Maryland, must be registered in "Good Standing" with the State of Maryland Department of Assessment and Taxation. The successful Bidder shall truthfully execute the Bidder/Proposal Affidavit, Corporation Registration and Tax payment and submit this form, together with a copy of its Certificate of Good Standing, as applicable, within seven (7) calendar days of the Authority's Notice of Intent to Award.

1.23 Audits and Compliance

The Authority shall be entitled to audit the books and records of a Contractor or any subcontractor or under any contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

1.24 Materials and Workmanship

The work performed pursuant to this solicitation shall be under the general direction of the Contractor, but subject to inspection by the Authority's authorized representative who may require the Contractor to correct defective workmanship without cost to the Authority.

1.25 Authority Held Harmless

It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths, and/or damages that may have occurred or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations that this Contract obligates them to perform and the Contractor hereby agrees to indemnify and hold the Authority harmless from any loss, cost damages, and other expenses suffered or incurred by the Authority by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public, and the property of others from any damages or injury resulting solely from the performance of their work.

1.26 Termination for Convenience

The performance of work under the Contract may be terminated by the Authority within thirty (30) days of written notice, or such time as mutually agreeable to the parties, in accordance with this clause in whole, or from time-to-time in part, whenever the Procurement Officer shall determine that such termination is in the best interest of the Authority. The Authority will pay the Contractor all compensation earned up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be paid any damages arising from such termination.

1.27 Termination for Default

If the Contractor fails to fulfill its obligations under the Contract properly and on time or otherwise violates any provision of the Contract, the Authority may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall, at the Authority's option, become the Authority's property. The Authority will pay the Contractor all compensation earned up to the date of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Authority can affirmatively collect damages or deduct monies due the Contractor on this or other Authority contracts. Damages may include excess re-procurement costs.

1.28 Assignment

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assignees of the Contractor, but the Contractor shall not assign the Contract or any payment to become due thereunder except with the prior

consent of the Procurement Officer. The Authority may terminate the Contract if the assignment is done without the Procurement Officer's approval.

1.29 Personnel and Equipment

The Contractor represents it has in its employment or shall secure at its own expense, all personnel required to perform the services under this IFB. Such personnel shall not be the employees of, nor have any contractual relationship with the Authority. All services required hereunder shall be performed by the Contractor utilizing his/her own equipment or Authority approved equipment. All personnel engaged in the work shall be fully qualified, authorized, and licensed under the Federal, State and local laws to perform such services.

1.30 Subcontracting

Any person undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Contractor, must receive approval of the Procurement Officer prior to any such undertaking. In the event a Bidder desires to subcontract some part of the work specified herein, the Bidder shall furnish with their proposal, the names, qualifications, and experience of their proposed subcontractors. The maximum percentage of work that may be performed by a subcontractor(s) is 90%. Subcontractors shall conform, in all respects, to the provision specified for the Bidder. The Bidder shall, however, remain fully liable and responsible for the work done by its subcontractors. The Authority may terminate the Contract if the subcontracting is done without the prior approval of the Procurement Officer.

Contractor are required to submit with their bid/price proposal executed copies of the Supplier Utilization Plan (Attachment O).

1.31 Contract Changes in the Interest of the Authority

The parties may, from time to time, propose changes in the Scope of Work to be performed by the Contractor. Material Scope of Work changes, report requirement changes, and budget revisions that increase or decrease the Contract's total compensation will be mutually agreed upon, in writing, by and between the Authority and the Contractor before they are considered Contract changes.

1.32 Interrupted Service

After an interruption caused by severe inclement weather or other disaster, the Contractor must be prepared to complete the work without unnecessary delays.

1.33 Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.

1.34 Inspection and Acceptance

The Authority's inspection and acceptance of contractual compliance will be accomplished by a representative from the Authority or designee. The name and contact information for this individual will be furnished by the Authority to the Contractor, in writing, prior to the commencement of the Contract period.

1.35 Performance

- 1.35.1 All work performed shall be of high quality in accordance with good practices, procedures, and industry standards. The Contractor must conform to all Federal, State, and Local laws and governmental regulations.
- 1.35.2 Should any damage to the Authority's property, public or private, or property adjacent to the Authority's property, be caused by the Contractor; the Contractor will be required to make repair(s). If the Contractor does not make

repair(s) within a reasonable time, the Authority may make repairs or replacements of damaged property and deduct the cost from monies due the Contractor.

1. 35.3 Work can be temporarily stopped in the field by the Authority representative or their designee because of inclement weather, lack of materials, safety violations or performance not in accordance with the Contract or other unforeseen circumstances that pose a hazard to the public, workers or the project.
1. 35.4 The Contractor shall not use any materials or chemicals which may pose a physical or health hazard without receiving prior written approval from the Authority. Along with the written request for approval, the Contractor shall submit the manufacturer's specifications, a "Materials Safety Data Sheet" and any required Environmental Protection Agency (EPA) information on usage and handling.

1.36 OSHA Regulations, Bloodborne Pathogens

The Contractor shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to bloodborne pathogens and other potentially infectious materials. During the performance of the Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available to all employees who have occupational exposure, Hepatitis B vaccine and vaccination series and post exposure follow-up following exposure incidents.

1.37 Contract Dispute Resolution

The Executive Director shall designate a "Contract Administrator" for all contracts with certain responsibilities incidental to the resolution of contract claims and disputes.

1.38 Quantity Estimates

The Authority's estimated annual expenditure for the requirement represents the Authority's best estimate, but the Authority assumes no liability in the event actual requirements do not materialize in the amounts estimated. Purchase orders may be issued from time-to-time during the term of the Contract or any extension thereof, if and when a need arises.

1.39 Bid Bonds

Each Bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland.

1.40 Bonding

The Contractor shall furnish a performance and payment bonds each in the amount of 100% of the total Contract amount, made out to Revenue Authority of Prince George's County, prepared on an approved form furnished by the Authority, as security for the faithful performance of this Contract, within ten (10) days of notice of intent to award this Contract. The surety thereon must be authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign performance bonds must file with each bond a certified copy of their power of attorney to sign such bonds. An irrevocable letter of credit, irrevocable assignment of savings account, CDs, certified check, or money order made payable to Revenue Authority of Prince George's County may be accepted in lieu of bond cited above.

1.43 Cleaning

The Contractor shall, at all times, keep the owner's premises clean of rubbish and upon completion of the work shall remove all tools, equipment, surplus materials, and leave the premise clean and ready for use daily.

1.44 Allowance of In-House Work

No section or portion of this Contract shall be construed or interpreted to preclude the Authority from accomplishing any task or undertaking of any operation or project utilizing its own work force.

1.45 Bid/Proposal Acceptance

The Authority reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this solicitation and to waive minor irregularities.

The Clean Renewable Energy Technology in Public Buildings law requires the Authority to construct new public buildings and all major renovations of existing public buildings to incorporate a minimum of one kilowatt of solar electricity generation (i.e., solar PV), geothermal heating and cooling, solar hot water/solar thermal, or wind generation for every one thousand (1,000) square feet of gross floor area. Clean renewable energy technology shall also include passive solar energy generation that reduces energy use from other sources by at least 20%.

1.46 Americans with Disabilities Act Requirements

The Authority is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal for access for persons with disabilities in employment, public accommodation, transportation, and all Authority programs, activities and services. Authority government Contractors, subcontractors, Contractors, and/or suppliers are subject to this ADA policy. All individuals having any Authority contractual agreement must make the same commitment. Your acceptance of this Contract acknowledges your commitment and compliance with ADA.

1.47 Kickback

A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to a Contractor, a Contractor employee, a subcontractor, a subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontract in connection with a contract awarded by the Authority.

A person must not:

- a) Provide, attempt to provide, or offer to provide a kickback;
- b) Solicit, accept, or attempt to accept a kickback;
- c) Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Contractor, or by the prime Contractor in the price charged by the prime Contractor, to the Authority; or
- d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory, or contractual requirement.

1.48 Sexual Harassment

The Authority is committed to providing a work environment that is free from discrimination, insults intimidation, and other forms for harassment. The Authority prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the Contractor will be required to remove the offender from the job-site.

1.49 Contingency Fee Prohibition

The Contractor hereby represents they have not retained anyone to solicit or secure this Contract from the Authority upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.

1.50 Drug and Alcohol Free Workplace

The Contractor warrants that the Contractor shall comply with the Drug Free Workplace Act of 1988 and that the Contractor shall remain in compliance throughout the term of the Contract.

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**SECTION 2 – SUPPLIER CERTIFICATION, PARTICIPATION,
PREFERENCE POINTS AND COMPLIANCE**

2.1 Supplier Certification

Contractors must be certified with SDDD by the Bid closing date unless automatically certified pursuant to County Code Section 10A-163(g) (Reducing redundant certifications). For questions or application status, SDDD may be contacted at (301) 883-6480. A list of current Certified MBEs, CBSB and CBBs can be found on SDDD's website at www.diversity.mypgc.us under the Resource tab. Definitions of each certified entity type are attached hereto as Attachment N.

2.2 Supplier Participation Requirements

- 2.2.1 **This IFB contains a 40% required participation by Certified County-Based Small Business (CBSB), County-Based Business (CBB) and/or County-Based Minority Business Enterprise.**
- 2.2.2 The Contractor shall strictly comply with the participation requirements of this Solicitation. Implementation of these requirements, as applicable, is a legal obligation and failure to comply with the requirements constitutes a material breach of the Contract, which may result in suspension, debarment or cancellation of the Contract. The Authority will investigate any allegation that the Contractor, subcontractor or any other participating business is not in compliance with the participation requirements. Should an investigation result in a finding of merit in the allegations, the Authority may pursue legal/and or contractual remedies and impose a penalty, to include monetary fines of up to five percent (5%) of the value of the Contract for each violation, a cancellation of the Contract, or suspension and/or debarment of the Contractor.
- 2.2.3 Each Bidder's response to this IFB must include a Supplier Utilization Plan (Attachment). The Supplier Utilization Plan certifies the percentage of the Contract's total value that will be subcontracted to suppliers throughout the full term of the Contract. Any change to the Supplier Utilization Plan during the term of the Contract must be approved by the Procurement Officer. Compliance with the mandatory supplier participation percentages is a contractual requirement upon execution of award documents. Auditor to verify compliance its Supplier Utilization Plan upon thirty (30) calendar days written notice, including, but not limited to, copies of any contracts with subcontractors or other vendor.
- 2.2.4 Failure to submit a Supplier Utilization Plan with a Bid will result in the Bid being deemed non-responsive.
- 2.2.5 Business Preferences. The following preference points will be applied in evaluating responses to this solicitation:

| Business Type | Where participation in the proposal by each type of certified firm is 45% or more add: |
|---|---|
| County-Based Small Business | 15% |
| County- Based Minority Business Enterprise | 15% |
| County-Based Business | 10% |
| Minority Business Enterprise or Disadvantaged Business Enterprise | 5% |
| County-Located Business | 3% |

- A. **Cumulative Preference Points.** A proposal which includes the participation of two or more firms which are certified as the same business type and whose cumulative participation is at least 45% will receive the applicable preference points.
- B. **Additional Preference Points.** A proposal which has received preference points and achieves an additional 45% participation in one of the business types listed above shall be eligible to receive additional preference points applicable to that business type.
- C. **Limitations.** A certified firm's participation in a proposal shall not be counted toward preference points for more than one business type listed above. Where a certified firm qualifies for multiple business types, the certified firm shall receive preference points for the highest scoring certified business type for which it qualifies. No single certified firm can receive more than 15% percentage points in any one proposal.
- D. **Documentation of Supplier Participation:** Offerors must document Supplier Participation by completing the Supplier Utilization Forms (Form No. 1). For the entire duration of the Contract, the Contractor shall maintain the participation percentages of the certified firms as set forth in the Supplier Utilization Plan submitted with the firm's proposal as approved.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

3.1.1 BACKGROUND

The Region Medical Center Parking garage will provide parking for the medical center staff, ambulatory, semi-ambulatory, non-ambulatory patients, and medical center visitors. This project was created to address the lack of parking spaces that will be integral to the operation the new Capital Region Medical Center.

3.1.2 FUNCTIONAL DESCRIPTION OF THE PARKING STRUCTURE

The most desired location for parking lot is in the northeast corner of the site as shown in **Attachment Q**. The Authority desires to develop a seven-story parking structure which will house 1,150 parking spaces and shall be designed to reflect the design of the Regional Medical Center development. The parking structure shall provide connection to the medical center via a connection to a subsurface walkway which will be provided by the medical center.

Estimated Project Cost Range: \$ 11,000,000 to \$15,000,000

3.2 Ground Improvement Scope of Work

The RAPGC is seeking construction services for the construction of a 1,150-space parking structure that will service the Capital Region Medical Center in Largo, MD. The awardee shall provide sufficient organization, personnel and construction capability to perform the requested services set forth in this IFB (the “Work”) in an expeditious and economical manner at the highest standards of the Bidder’s profession or business to further the Authority’s interests. The Bidder shall furnish all labor, services, supplies, materials and equipment required to complete the Work using the Bidder’s best efforts, skill, judgment, and abilities in accordance with this Agreement. The Bidder accepts the fiduciary relationship of trust and confidence established between it and the Authority by the awarded contract.

This section of the IFB is intended as a guide for the bidder to understand the overall scope of work for the project per the documents retrieved from the link below and does not attempt to identify each specific activity or deliverable required during this phase.

Bidders shall be responsible to utilize the complete set of Construction Documents from Walker Consultants and their consultants per the link below:

[Download Attachments](#)

It is the Bidder responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors.

Bidders are advised that The Revenue Authority of Prince George’s County’s ability to evaluate proposals is dependent in part on the Bidder’s ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

A. GENERAL SCOPE REQUIREMENTS

1. No Smoking: There will be no smoking within the project site during the performance of this contract.
2. This Contract includes all business fees, taxes, freight, insurance, trade permits, licenses, and everything necessary for a complete and proper construction of the parking garage.

3. The Contractor acknowledges the following mandatory schedule:
 - a. Work hours are to be restricted to Prince George's County standard work hours.
 - b. The Contractor must coordinate all deliveries with onsite personnel in advance and must adhere to the same above restrictions.
4. On-site parking will be limited and permitted at the sole discretion of the Authority.
5. The Contractor shall assure attendance at all scheduled safety, quality control, and construction coordination meetings is mandatory.
6. This Contractor is responsible for daily cleanup of all scrap and waste generated as the work is performed. The work area is to be cleaned at the end of each workday of all waste materials, banding, pallets, etc. All scrap, trash and garbage are to be deposited into dumpsters provided by the Contractor.
7. Contractor will assure the preparation and submittal of all shop drawings generated from a CAD file developed for the scope of work of this Contract. All shop drawings are to be prepared and delivered in a two-dimensional file format. Two model types are required. The first type is the native file format (*.RVT *.DWG, *.DGN, etc.) which is the model with no export performed, it is delivered in the format with which the model was generated. The second format is an interoperable format, preferably an *.NWC file format, that will be used for tasks in Autodesk Navisworks for clash detection, timeline sequencing and coordinated reviews. Models are to be provided to a level that illustrates proper size and exact locations.
8. Provide all submittals required for this work. The Contractor will prepare and submit eight (8) hard copies and one (1) electronic copy of their submittals to meet the submittal review, procurement, fabrication times and the overall project schedule. Submittals must be approved prior to the start of the applicable work onsite.
9. Engineered Shop drawings, as required by the Project Specifications, are to be prepared, signed, and sealed by a qualified Professional Engineer licensed in the State of Maryland. The Contractor is responsible for submitting the fully prepared, signed, and sealed design and shop drawing to Prince George's County Department of Permitting, Inspections and Enforcement (DPPE) for review and approval.
10. Time is of the essence throughout this Project. Some adjustments to start dates in the Contractors portion of CPM Schedule may be required as the result of the early completion of other work, which dictates the start of this Contractor's work or because of delays. The Contractor must be ready to start each item of work as scheduled and / or when directed by the Authority.
11. Provide suitable protection for the Contractor's new and existing work in place, as required. The Contractor is also responsible for ensuring that its work activities do not damage the work of other trades and includes dust control, safety, and the protection of surrounding properties, vehicles, site equipment, etc.
12. Mobilizations(s) required to perform this work are included in the Contractor's Scope of Work. The Contractor is required to inspect site prior to starting work.
13. The Contractor shall protect work, adjacent structures, persons, and property from injury or damage due to contractor's operations, weather, and normal activities at the site until accepted by Owner.
14. The Contractor shall maintain Daily Reports at the Project site and shall submit them daily to the Authority Representative. Reports should be specific as to manpower, weather, and work description for each day.

15. Coordinate the Work of this contract with Subcontractor. The Contractor is required to obtain written approval from Authority Representative 72 hours in advance of commencing any work that may affect normal operations, utilities or prohibit subsequent work from proceeding as scheduled.
16. Primary access to the building will be in accordance with the site utilization plan prepared by the Contractor. The Contractor shall coordinate staging area with all subcontractor Superintendent in the event there are conflicts with other work or trades.
17. Safety & Risk Management Requirements: The following requirements below are outlined in addition to the requirements as specified in CFR 1926 and 1910 OSHA guidelines. All safety requirements as defined by OSHA, MOSH, ANSI, NEC, NFP and state and local standards must be met at all times while working on the project. Additionally, the Contractor is required to provide risk management as set forth below.

Safety Requirements for Submittal:

- Site Specific Fall Protection Plan.
- Documented Training for workers engaged in work requiring fall protection.
- Activity Hazard Analysis for Definable features of work prior to beginning any/all work (as outlined in the Site-Specific Safety Plan).
- Named competent person for scaffold erection/inspection.
- Named competent person for excavation and trenching.
- Lockout/Tag-out Program (site specific).
- Documented training for forklift operators.
- Documented training for Power Activated Tools (HILTI Gun).
- Crane Annual Inspection (requires 48 hours notification to the General Contractor).
- Submit MSDS Sheets (Material Safety Data Sheets).

Minimum Safety Requirements on the Project:

- 100% Eye Protection worn at all times.
- 100% Hard hat required while on the project.
- All employees must wear a safety vest while on the project site.
- All workers must attend the General Contractor's Mandatory Safety Orientation and Activity Hazard Analysis review prior to the start of work on the project.
- Each trade must conduct a weekly toolbox talk while on the project (copy to be turned into the General Contractor's Superintendent).

Risk Management Requirements:

- Housekeeping - the site will be maintained clear of all construction rubbish with all trash being removed on a 24-hour basis. Failure to remove promptly will result in removal charge back.
- Subs of the Contractors - a list of all Subcontractors including those that are subs of Subcontractors will be listed, updated, and provided to CWCI.
- Experience Modification Rating (EMR) - all Subcontractors must submit their company's workers compensation EMR Rating prior to beginning any/all work.

18. A Schedule of values shall be incorporated into the Contractor's CPM Schedule and used in billing that portion of the Contractor's work completed each calendar month. Upon award of the contract, it will be the requirement of the Contractor to submit a Schedule of Values in the format acceptable to the Authority Representative and Owner's Project Manager prior to approval of the initial payment.

B. STRUCTURAL PRECAST SCOPE OF WORK

This section is meant to describe the Scope of Work for the Structural Precast Concrete Work which has been bid as **a separate work item and is not included in the Scope of Work for this IFB**. However, the coordination of this Work with the Structural Precast Scope of Work will be the responsibility of the Bidder for this Work.

1. Provide design calculations, shop drawings and erection plans with professional engineer's seal. The sealed erection plans will include; erection sequence, connections, grouting and bracing requirements for the erection process. The drawings shall include all openings for doors, windows and louvers and any required mechanical, electrical or plumbing openings or sleeves, including elevator call buttons and floor indicators. The openings to be provided as cast-in and will be 12" or larger in any direction, though all openings regardless of size to be indicated. The shop drawings and calculations to be signed and sealed by an Engineer licensed in the State of Maryland. The structure is to be designed and provided to meet current IBC codes.
2. Provide pre-stressed concrete double tees in the length and widths required and including all necessary hardware and connection devices. The work includes all double tees pre-topped. The structure is to be designed for the required live loads, dead loads, lateral and seismic loads and all other loads specified.
3. Provide precast concrete beams, columns, walls, and spandrels to support and stabilize the double tees. The work includes all cast-in embeds for necessary attachments. The work includes the shear wall panels, stairs and elevator towers, stairs, panels, landings, and elevator roof caps. This Contractor includes precast roof slabs over the stairs and elevator tower and any precast or steel supports required for the stairs.
4. Provide architectural exterior perimeter spandrel panels, panels, columns, beams and enclosures for elevations and floors as indicated on the plans. Architectural finishes and custom spandrel architectural form as specified on construction documents.
5. Provide precast color samples and mock-ups.
6. Provide stair landing units in specified concrete mix color. Include typical nosing and slip resistant treads, with galvanized embedded hardware as shown on the construction documents.
7. Furnish and install all floor and roof drains on elevated levels as specified in the size and location as shown on the construction documents. Drain covers will be delivered to the plumber for installation. Final tie-ins of drains to be performed by others. Provide positive drainage to all cast-in floor drains.
8. Precast Contractor shall provide precast washes and pre-topped inverted tee beams.
9. Include all required welding for work installed.
10. Include corrosion inhibitor as specified.
11. Provide finish for connection as specified.
12. The work includes the cast-in of embedded materials for electrical and mechanical items, handrails, railings, metal screening and other embedded items to be installed by others. Install rigid conduit in size specified with PVC coating embedded in the roof level columns for all roof-top light poles, junction boxes and anchor bolts for exterior lights, include light pole bases in the precast structure. The work also includes any cast in wood blocking required for other trades.

13. Remove roadway mud and other soiling accumulated during transportation after installation.
14. The work is to be performed in accordance with the project documents and include PCI MNL 116 – Manual for Quality Control for Plants and Production of Structural Precast Concrete Products, latest edition.
15. Precast Contractor shall be a certified PCI fabricator and installer.
16. The work includes all costs to deliver and erect the work including over the road permits. Erection will be done, for the most part, from inside the building footprint. Precast Contractor shall provide their own crane, crane operators and rigging necessary to unload and install structural and pre-cast concrete. Work includes all crane logistics, crane mobilization / demobilization, setup location(s), crane sizing, truck routing, temporary stone roads necessary to install precast, and any shoring needed to be designed to accommodate the crane surcharge loads. Precast Contractor shall furnish all crane certificates of inspection prior to erection of the precast.
17. Furnish all welding certificates, PCI plant certifications, erector certifications, crane plans, rigging plans, material certificates, and plant quality control reports
18. The erection includes a field check of foundations and anchor bolts by the erector as outlined in PCI MNL 127 - Erector's Manual - Standards and Guidelines for the Erection of Precast Concrete Products, based on building controls set by the General Contractor. The erection includes shims and grouting to set the components in place. The precast provider to furnish and install covers for all precast lifting connections at the Garage consisting of infill at horizontal connection points and premanufactured covers at vertical connection points.
19. Provide temporary safety railings at stair towers, openings and leading edges.
20. Provide cold weather protection and approved add mixtures as required for the work.
21. Precast Contractor shall exclude:
 - Final cleaning of the precast at substantial completion of the project
 - Caulking, firesafing, expansion joints, doors, louvers, metal railings, flashings, vertical grout, and electrical wiring
 - Structural concrete foundations, slab-on-grade, topping slabs and washes
 - Access road and pad for crane staging
22. Include cost for the Payment and Performance Bond.

C. GROUND IMPROVEMENT SCOPE OF WORK

The information found in Attachment S is meant to describe the Scope of Work for the Ground Improvement Work for this project. This portion of the project scope of work has been bid as **a separate work item and is not included in this Scope of Work**. However, the coordination of this Work with the Ground Improvement Scope of Work will be the responsibility of the Bidder for this Work.

3.3 Insurance Requirements

3.4.1 General Insurance Requirements:

- (1) The Contractor shall not start work under this Contract until the Contractor has obtained at his own expense all of the insurance required hereunder and such insurance has been approved by the Authority; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Procurement Officer of original, signed certificates of insurance or, alternately, at the Authority's request, certified copies of the required insurance policies.
- (2) The Contractor shall require all subcontractors to maintain during the term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability Insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the Authority immediately upon request.
- (3) All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Revenue Authority of Prince George's County."
- (4) No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor, or its surety if applicable, from any liability or obligation imposed upon either or both of them by the provision of the Contract.
- (5) The Revenue Authority of Prince George's County shall be named as an additional insured under the Commercial General and, if applicable, Umbrella or Excess Liability policy(ies), and the policy(ies) must be endorsed. Coverage afforded under this paragraph shall be primary.

The following definition of the term "Authority" applies to all policies issued under the Contract:

- (6) The Contractor shall indemnify and hold harmless the Authority, its officials, and employees, from any actual or alleged liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, error or negligence of the Contractor, part from the acts, errors or omissions of the Contractor, or any employee, agent or representative of the Contractor, in connection with or arising out of the performance of the Contract. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Authority in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the Authority as herein provided.
- (7) The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Authority.
- (8) Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract term, the Authority shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- (9) The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.
- (10) Nothing contained in the specifications shall be construed as creating any contractual relationship between any

subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

- (11) Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- (12) If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Procurement Officer, may be considered. Written requests for consideration of alternate coverages must be received by the Procurement Officer at least ten working days prior to the date set for receipt of bids or proposals. If the Authority denies the request for alternate coverages, the specified coverages will be required to be submitted. If the Authority permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- (13) All required insurance coverage's must be acquired from insurers that are licensed to do business in the State of Maryland and acceptable to the Authority.
- (14) The Authority will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

3.4.2 **INSURANCE REQUIREMENTS:** The Contractor shall provide the Authority with evidence of its Contractor's commercial insurance coverages for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor shall provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

| <u>Worker's Compensation:</u> | <u>Statutory Limit's</u> |
|-------------------------------------|--------------------------|
| Employer's Liability: Each Accident | \$500,000 |
| Disease Policy Limits | \$500,000 |
| Disease - Each Employee | \$500,000 |

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Contract; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

| | |
|---|--|
| BODILY INJURY AND PROPERTY DAMAGE LIABILITY | \$1,000,000 / \$3,000,000 per occurrence / aggregate |
| PREMISES MEDICAL PAYMENTS | \$5,000 |
| FIRE LEGAL LIABILITY | \$1,000,000 |
| PERSONAL INJURY/ADVERTISING | \$1,000,000 or combined single limit not less than \$2,000,000 |

The Revenue Authority of Prince George's County must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the motor vehicle laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
(Vehicle Liability)
\$1,000,000 Combined Single Limit

In addition, "Revenue Authority of Prince George's County" shall be designated as the Certificate Holder and as an Additional Insured of the Certificate of Insurance. Contractor employees are not permitted to operate any vehicle owned by the Authority whether in commission of the Contract or outside of same.

3.4.3 SPECIAL PROVISIONS FOR INSURANCE:

- (1) The Contractor shall forward to the Authority a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the Authority and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to the Authority, rated by A.M. Best and carry at least an "A" Rating VII. In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and shall be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the Contract, unless the Authority is given thirty (30) days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the Authority with a certified copy of each insurance policy upon request.
- (2) The initial and subsequent certificates of insurance shall include a description of the Contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Authority must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the Authority and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The Authority's approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the Authority reserves the right to terminate this Contract.
- (5) The Contractor shall require each subcontractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the Authority prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this Contract.
- (6) In the event the required certificates of insurance as specified herein are not furnished prior to the execution of the Contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the Contract until all required insurance certificates or evidence of self-insurance has been received.

All certificates of insurance should be sent to:

**Revenue Authority of Prince George's County
1300 Mercantile Lane, Suite 108, Largo, MD 20774
Attn: Fabian Lewis – Bid No.: 19-10695**

3.4 Additional Responsibilities of Contractor

- 3.5.1 At its own expense, the Contractor shall:
- a. Obtain all necessary licenses and permits.
 - b. Provide competent supervision.
 - c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of the act, omission, error, fault and/or negligence of Contractor, its employees, agents and/or representatives.
 - d. Perform the work without unnecessarily interfering with other contractors' work or Authority activities.
 - e. Provide all necessary labor, equipment, materials, and supervision necessary to perform the work as required on a daily basis.
 - f. Once a crew is mobilized to the work site, the work is expected to continue without interruption. Travel and set-up time shall be the responsibility of the Contractor and will not be paid for by the Authority. If the work is interrupted due to conditions outside the control of the Contractor, the Contractor shall immediately notify the Authority prior to work stoppage.

3.5 Invoicing

- 3.6.1 General
- a. All invoices for services shall be signed by the Contractor and submitted to the Authority authorized representative. All invoices shall include the following information:
 - Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number;
 - Contract number;
 - Purchase Order number(s);
 - Detailed goods and/or services provided;
 - Amount due;
 - Location of work and name of site or subdivision;
 - Date work was performed and period of time covered; and
 - Number of units of service performed/provided multiplied by the unit bid price with the extended dollar amount.
 - b. All prices and payments shall constitute full compensation for all contract work described herein. Unit prices are to include all labor, equipment, and mobilization/demobilization, necessary to complete the service, accepted and in operating condition.

- c. Partial performance is not acceptable. If appropriate, the Authority will, however, make deductions for incomplete work from the Contractor's invoices and make payment for completed work.
- d. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.
- e. The Authority reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Authority with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also, see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by within 30 days following the month in which services were performed. Submit invoices to Revenue Authority of Prince George's County, 1301 McCormick Drive, Room 4100 Largo, MD 20774 [ATTN: Fabian Lewis].

3.6 Security Requirements

3.7.1 Employee Identification

- a. Each person who is an employee or agent of the Contractor or a subcontractor shall display his or her company ID badge at all times while on Authority premises. Upon request of authorized Authority personnel, each such employee or agent shall provide additional photo identification.
- b. At all times at any facility, the Contractor's personnel shall cooperate with Authority site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.7.2 Information Technology

- a. Contractors shall comply with and adhere to the Authority IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions.
- b. The Contractor shall not connect any of its own equipment to an Authority LAN/WAN without prior written approval by the Authority. The Contractor shall complete any necessary paperwork as directed and coordinated with the Authority to obtain approval by the Authority to connect Contractor-owned equipment to an Authority LAN/WAN.

3.7.3 Criminal Background Check

The Contractor shall obtain from each individual assigned to work on the Contract a statement permitting a criminal background check. The administration/facility will obtain a criminal background check for each individual using a source of its choosing. The Authority reserves the right to reject any individual based upon the results of the background check.

3.7 Submittal Requirements

3.8.1 Contract Deliverables

The following is a listing of Contract Deliverables that are required at the completion of each phase of this project. The Contractor shall contact the Authority's Project Manager with any questions regarding the deliverables required

for each item listed below. All submissions shall include the Contract Deliverables identified in this Section of the IFB.

3.8.2 Catalog Cuts

The Contractor shall provide catalog cuts as required by the Authority's Plan and Code Review Unit during the design document review submissions. Examples of catalog cuts include, but are not limited to mechanical equipment, hardware devices, plumbing fixtures, fire suppression and alarm components, specialized building materials, electrical devices, etc.

3.8.3 Project Documents Booklet

The Contractor shall submit all the required Contract Deliverables to the Project Manager at the completion of each phase of the project. All reports, meeting minutes, plan review comments, project schedule, cost estimate in CSI format (2004 Edition), correspondence, calculations, and other appropriate items identified on the Submission Checklist form provided in the A/E Manual shall be presented in an 8½" x 11" bound "booklet" format.

3.8.4 Design Documents Changes

Any corrections, additions, or omissions made to the submitted drawings and specifications at the Permit Phase of the project must be submitted to Authority's Plan and Code Review Unit as a complete document. Corrected pages or drawings may not be submitted separately unless the Contractor inserts the changed page or drawing in the original documents. No Addendums or Bulletins will be accepted as a substitution to the original specification page or drawing.

The Contractor must still develop the Construction Cost Estimate (CCE) for each trade and the amount shall be included on the Authority's Project Cost Analysis form where indicated. This document shall be submitted at each design phase of the project and updated immediately prior to the advertisement to bid.

3.8.5 Permit Application Phase

This Permit Application Phase should not include any additional design issues. Design documents shall be 100% complete at the Final Design Phase.

A. Permit Application Submission Requirements

1. If all the deliverables of these sections have been previously submitted to the Authority and approved, there are no further deliverables due at this time
2. Regulatory Agency Approvals
 - i. UCC Permit Application and Technical Sub-codes completed by A/E
3. Utility Availability Confirmation
4. Signed and Sealed Drawings: 6 sets
5. Signed and Sealed Specifications: 6 sets
6. Current Working Estimate/Cost Analysis
7. Bar Chart Schedule
8. Project Presentation (N/A this Project)
9. Plan Review/IFB Compliance Statement
10. Submission Checklist

3.8.6 Bidding and Contract Award

A. Bidding Phase Requirements

1. Original Drawings signed and sealed by A/E and drawings on compact disk (CD) in

2. Adobe Portable Document Format (.pdf)
 3. One Unbound Specification Color Coded and specifications on compact disk (CD) in Adobe Portable Document Format (.pdf)
 4. Bid Documents Checklist
 5. Bid Proposal Form
 6. Notice for Advertising
- B. Chair Pre-Bid Conference/Mandatory Site Visit
- C. Prepare Bulletins
- D. Attend Bid Opening
- E. Recommendation for Contract Award
1. Prepare Letter of Recommendation for Award and Cost Analysis
- F. Attend Pre-Construction Meeting
- G. Submission Checklist

3.8.7 CONSTRUCTION PHASE

- A. Site Construction Administration
- B. Pre-Construction Meeting
- C. Construction Job Meetings
1. Agenda: Schedule and Chair Construction Job Meetings
 2. Minutes: Prepare and Distribute Minutes within 5 working days of meeting
 3. Schedules; Approve Contractors' Schedule and Update
 4. Minutes Format: Prepare Job Meeting Minutes in approved format, figure 10.3.4-a
- D. Correspondence
- E. Prepare and Deliver Conformed Drawings
- A.
- F. Approve Contractors Invoicing and Payment Process
- G. Approve Contractors 12/13 Form for Subs, Samples and Materials
- H. Approve Test Reports
- I. Approve Shop Drawings
- J. Construction Progress Schedule
1. Construction Progress Schedule
- K. Review and Recommend or Reject Change Orders

1. Scope Changes
2. Construction Change Orders
3. Field Changes

L. Construction Photographs

M. Submit Field Observation Reports

3.8.8 PROJECT CLOSE-OUT PHASE

A. Responsibilities: Plan, Schedule and Execute Close-Out Activities

B. Commencement: Initiate Close-Out w/Client's Project Close-Out Form

C. Develop Punch List and Inspection Reports

D. Verify Correction of Punch List Items

E. Determination of Substantial Completion

F. Ensure Issuance of "Temporary Certificate of Occupancy or Approval"

G. Initiation of Final Contract Acceptance Process

H. Submission of Close-Out Documentation

1. As-Built and Record Set Drawings, 3 sets AUTOCAD Discs Delivered to the Client
2. Maintenance and Operating manuals, Warranties, etc.: 7 sets each
 - a. Guarantees
 - b. Shop Drawings
 - c. Letter of Contract Performance
3. Final Cost Analysis-Insurance Transfer
4. This Submission Checklist

I. Final Payment

1. Contractors Final Payment
2. A/E Invoice and Close-Out Forms for Final Payment

J. Final Performance Evaluation of the A/E and the Contractors

K. Ensure Issuance of a "Certificate of Occupancy or Approval"

IFB ATTACHMENTS

ATTACHMENT A – Bid/Proposal Affidavit. This Attachment must be completed and submitted with the Bid.

ATTACHMENT B – Bidder/Offer Statement of Ownership. This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT C – Vendor’s Oath and Certification. This Attachment must be completed and submitted with the Bid.

ATTACHMENT D – Supplier Participation Certification and Acknowledgement. This Attachment must be completed and submitted with the Bid.

ATTACHMENT E – Supplier Utilization Plan. All Parts (Parts 1, 2 and 3) of this Attachment must be properly completed and submitted with the Bidder’s Bid or the Bid will be deemed non-responsive and rejected.

ATTACHMENT F - Certification of Contractor’s Best Efforts. This Attachment must be completed and submitted by the awardee if at any time during term of the awarded contract the awardee is not in compliance or is unable to comply with the supplier participation requirements of the IFB.

ATTACHMENT G – Bid Price Instructions. The Bid Price Instructions must be complied with.

ATTACHMENT H – Bid Price Sheet. This Attachment must be completed and submitted with the Bid.

ATTACHMENT I – Professional References – This Attachment must be completed and submitted with the Bid.

ATTACHMENT J – Certification of Assurance of Compliance Regarding Suspension and Debarment - This Attachment must be completed and submitted with the Bid

ATTACHMENT K – Bid Bond with Corporate Acknowledgement - This Attachment must be completed and submitted with the Bid

ATTACHMENT L – Certificate of Compliance regarding Fair Labor Standards Act – This Attachment must be completed and submitted with the Bid.

ATTACHMENT M– Notice Under the Americans with Disabilities

ATTACHMENT N– Definitions of Certified Businesses

ATTACHMENT O – Monthly Supplier Participation Report

ATTACHMENT P - Request for Modification of Supplier Utilization Plan - This Attachment must be completed and submitted to the Authority if at any time during the term of the awarded contract the Contractor has reason to know that the supplier participation requirements are not or may soon not, be met.

ATTACHMENT Q – General Conditions and Instructions to Bidders

ATTACHMENT R – Site Location Map

ATTACHMENT S – Site Location Plan

ATTACHMENT T - Sample Project Schedule

ATTACHMENT U - Ground Improvement Specifications

ATTACHMENT V – Garage Foundation Plan

ATTACHMENT W - CRMC Garage Concept Estimate Summary

ATTACHMENT X – General Terms and Conditions

ATTACHMENT A – BID/PROPOSAL AFFIDAVIT

BID/PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

1. The business named below is a (Maryland ____) (foreign ____) 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 its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses 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 to 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 to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

1. I have complied with the applicable tax filing and licensing requirements of Prince George's County, Maryland.
2. The filing information is true and correct concerning tax compliance for
The past ____ years. ____ Current ____ Not Current _

The Revenue Authority of Prince George's County reserves the right to verify the above information with the appropriate government authorities.

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)

(Printed or Typed Name)

Form: Certification -Tax 12//03

SUBMIT THIS AFFIDAVIT WITH BID

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from the Authority.

NOTE: Submission of completed document is prerequisite to award.

PART “A” – OWNERSHIP

Date: _____

1. Full name and address of business: _____

City and State

Zip Code

Bus. Phone w/area code

2. Is the business incorporated? _____ Yes _____ No

3. Other names used by business i.e., T/A: _____

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business. (Please attach separate sheet as necessary.)

Name

Business Address

Residence Address

Corporate Business Entities

Is the corporation listed on a national securities exchange? _____ Yes _____ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices. (Please attach separate sheet as necessary.)

| Name | Residence Office | Business/Address | Date Office Assumed |
|------|---------------------|------------------|------------------------|
|------|---------------------|------------------|------------------------|

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any). (Please attached separate sheet as necessary.)

| Name | Residence Business/Address | Date Office Assumed | Date Term of Office Expires |
|------|-------------------------------|------------------------|--------------------------------|
|------|-------------------------------|------------------------|--------------------------------|

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued)

6. List the names and residence addresses of all individuals owning at least 10% of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class. (Please attach separate sheet as necessary.)

Name

Residence Address

This Financial Disclosure Statement has been prepared by _____

_____ on this _____ day of _____, 20____.

Signed by Preparer

PART “B” - BIDDER’S QUALIFICATION STATEMENT

Part B is Bidder’s Qualification Affidavit of “No Conviction” for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article. This signed form must be submitted with the Bid.

1. I am the _____ of _____ a party interested in obtaining a contract with the Revenue Authority under conditions set forth in documents for Bid No. 19-10695.
2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

ACKNOWLEDGMENT (Corporate)

I, _____ certify that I am the
Name (Printed)

_____ of _____ and
Title and Office Business Entity

that _____ who signed the above Affidavit.
Name (Printed)

| |
|---|
| ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued) |
|---|

_____ is the _____ of said entity; that I know his/her
(Name) (Title)

Signature, and his/her signature thereto is genuine; and that the above Affidavit and Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

_____ (SEAL)
(Name Printed)

_____ (SEAL)
(Signature)

_____ (SEAL)
Corporate Seal (as applicable)

SUBMIT THIS FORM WITH BID

ATTACHMENT C – VENDOR’S OATH

VENDOR’S OATH AND CERTIFICATION

The Revenue Authority of Prince George's County requests that any Contractor receiving a contract or award from the Revenue Authority of Prince George's County, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

“I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the Contract is awarded to our firm, partnership or corporation that no officer or employee of the Authority is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this Contract; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the Contract is awarded to our firm, partnership or corporation that no member or employee of the Revenue Authority of Prince George's County or Prince George’s County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this Contract.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Printed Name: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT D – SUPPLIER PARTICIPATION CERTIFICATION AND ACKNOWLEDGEMENT

The Authority requires a business entity, when responding to a solicitation, to provide a signed certification and acknowledgement statement to comply with mandatory Minority Business Enterprise (MBE) and/or Certified County-Based Small Business (CBSB) requirements as set forth in this solicitation and any resultant contract with the Authority. In addition, Bidders are required to submit a Supplier Utilization Form to identify the contractors they intend to have perform services under the awarded contract. In the event the subcontractor(s) needs to be substituted, the prime Contractor must submit a Request for Modification of Supplier Utilization Plan to the Procurement Officer. The prime Contractor must utilize best efforts in securing MBE and/or CBSB subcontractor(s) to perform services under any contract with the Authority that contains supplier participation requirements or goals. The prime Contractor may contact the Office of Central Services' Supplier Development & Diversity Division for assistance with securing subcontractors to meet the prescribed MBE and/or CBSB requirements. If during the term of a contract the prime Contractor is unable to maintain the required MBE and/or CBSB participation, the prime Contractor must submit the best efforts form located below. Submission of this form must detail the efforts taken by the prime Contractor to secure a subcontractor(s) to meet their required participation. All forms, along with instructions, are attached to this solicitation.

Certification and Acknowledgement of Prince George's County Supplier Participation Requirements

Bidder submits this certification form and certifies that under any resultant contract under IFB NO.: 19-10695 for Construction of the Capital Region Medical Center Parking Garage, Bidder shall adhere to the mandatory Certified County-Based Small Business (CBSB), County-Based Business (CBB) and/or County-Based Minority Business Enterprise requirement set forth in this IFB of at least 40%.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT E – SUPPLIER UTILIZATION PLAN

PART 1

Prime Contractor Name: _____ Total Bid Amount: _____

Prime Contact Name: _____

Prime Contact Information (Phone Number/Email Address): _____

| Certification Type | | | |
|--------------------|-----------------------------------|-------|---|
| NCB | Non- Certified Business | MBE | Minority Business Enterprise |
| CBB | County-Based Business | CBMBE | County-Based Minority Business Enterprise |
| CBSB | County-Based Small Business | CLB | Authority-located Business |
| DBE | Disadvantaged Business Enterprise | | |

See **Attachment** __ *for Definitions of Certified Businesses*

| WORK TO BE PERFORMED BY BIDDER AS PRIME | | | | | | | | | | |
|---|---|-----|------|-----|-------|-----|-----|---------------------------------|------------------|-------------------|
| Prime Contractor | Check the appropriate Certification Type(s) | | | | | | | Certification # (if applicable) | % Self Performed | \$ Self Performed |
| | NCB | CBB | CBSB | MBE | CBMBE | CLB | DBE | | | |
| | | | | | | | | | | |

Total Value of CBSB Participation: _____ Total Value of MBE Participation: _____

ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

PART 2

| WORK TO BE PERFORMED BY SUBCONTRACTORS AND THEIR SUBCONTRACTORS | | | | | | | | | | | |
|---|--|-----|------|-----|-------|-----|-----|------------------------------------|---------------------|------------------|-------------------|
| Subcontractor Name | Certification Type (if any) Check all certification categories that apply | | | | | | | Certification # (if applicable) | Description of Work | % Work Performed | \$ Work Performed |
| | NCB | CBB | CBSB | MBE | CBMBE | CLB | DBE | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |
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| | | | | | | | | | | | |

***These Percentages should include both the work being self-performed by the prime contractor and subcontractors.**

| | | | |
|----------------------|--|----------------------|--|
| TOTAL NCB %: | | TOTAL MBE %: | |
| TOTAL CBB %: | | TOTAL CMBE %: | |
| TOTAL CBSB %: | | TOTAL CLB %: | |
| TOTAL DBE %: | | | |

The undersigned acknowledges that under-utilization or failure to utilize the subcontractors listed on this Supplier Utilization Plan may adversely affect award.

Signature: _____

Authorized signatory of Contractor

Date: _____

Printed Name: _____

SUBMIT THIS FORM WITH BID

PART 3

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN

We certify that in the event _____ (“Bidder”) is awarded a contract under
(Insert Bidder Name)

IFB NO. _____ for _____,

Bidder and _____ (“CBSB Subcontractor”) intend to enter into a contract by
(Insert CBSB Subcontractor Name)

which CBSB Subcontractor shall perform the work identified in Part 2 of this Supplier Utilization Plan where CBSB Subcontracted is identified. Bidder will require CBSB Subcontractor to post the following bonds (if applicable):

| | | | |
|-----------|-------------|-----------|-------------|
| 1. _____ | _____ | 2. _____ | _____ |
| Bond type | Bond amount | Bond type | Bond amount |

Contractor hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the Authority for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. Any subcontractor who intends to use lower tier subcontractors is responsible for the same requirements and interest penalties for payment to its lower tier subcontractors after receiving payment as applicable to a prime contractor.

Interest penalties. In the event Contractor violates the provision of the paragraph above, Contractor shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George’s County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

BIDDER SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

CBSB SUBCONTRACTOR SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS

**CERTIFICATION OF CONTRACTOR’S BEST EFFORTS TO MEET THE
COUNTY-BASED SMALL BUSINESS (CBSB) AND MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS**

General

If, for any reason, during the term of the Contract awarded under this IFB, the Contractor is unable to achieve the County-Based Small Business (CBSB) and/or Minority Business Enterprise (MBE) participation requirements of this IFB, the Contractor may request, in writing, a waiver of one or both requirements with justification to include the following:

- 1. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs or CBSBs in order to increase the likelihood of achieving the stated requirement;
- 2. A detailed statement of the efforts made to contact and negotiate with MBEs and/or CBSBs including:
 - a. The names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted, and
 - b. A description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- 3. As to each MBEs and/or CBSBs that placed a subcontract quotation or offer that the Contractor considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
- 4. A list of MBE and/or CBSB subcontractors found to be unavailable to perform under the Contract.

The Purchasing Agent may grant the waiver only upon a reasonable demonstration by the Contractor that the MBEs and/or CBSBs participation requirement cannot be achieved at a reasonable price and if the Purchasing Agent determines that the public interest will be served.

Definition

“Best Efforts” means efforts to the maximum extent practicable have been made to meet the requirement.

I. Statement of Best Efforts to Select Minority Business Enterprises

Set forth in detail below are efforts made by Contractor to select portions of the work proposed to be performed by MBEs and/or CBSBs in order to increase the likelihood of achieving the stated requirement are as follows (additional sheets of paper may be attached if necessary):

| |
|--|
| |
| |
| |

II. Statement of Best Efforts to Contact and Negotiate with MBEs and/or CBSBs

Set forth in detail below are efforts made by Contractor to contact and negotiate with MBEs and/or CBSBs including: **(a)** a table containing the names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted; and **(b)** an attachment containing a description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

(A) Table of names, addresses, telephone numbers and dates.

| Name | Address | Telephone Number | Date |
|------|---------|------------------|------|
| | | | |
| | | | |
| | | | |

ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS (continued)

Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

III. Detailed Statement of the Reasons MBEs and/or CBSBs Were Not Acceptable

As to each MBEs and/or CBSBs that placed a subcontract quotation or offer which the Contractor considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

IV. List of Unavailable MBEs and/or CBSBs

Please attach a list of MBEs and/or CBSBs subcontractors found to be unavailable to perform under the contract.

Sworn Affidavit of Contractor

The Affidavit shall be signed by an authorized signatory of the Contractor and shall be notarized.

The undersigned, (Name) _____, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Contractor’s Best Efforts to Meet the MBE and/or CBSB participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

Signature:
Contractor Authorized Representative

STATE OF MARYLAND
AUTHORITY OF (_____)

I HEREBY CERTIFY THAT on this ____ day of _____, 20____,

before the undersigned Notary Public, personally appeared _____,
(Print Name)

and signed this Certification as a true act and deed of _____.
(Contractor Firm Name)

[Affix notary seal here]

Notary Public

My commission expires:

ATTACHMENT G – BID INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the Authority will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., \$0.344 shall be \$0.34 and \$0.345 shall be \$0.36.
- D) Any goods or services required through this IFB and proposed by the Contractor at No Cost to the Authority must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form.
- H) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all of the following: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in this solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Authority does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Authority.
- L) This IFB and the Bidder's response, including all promises, warranties, commitments, and representations made in the successful bid process leading up to Award that are accepted by the Revenue Authority of Prince George's County shall be binding and incorporated by reference in the Authority's Contract with the bidder.

ATTACHMENT H – BID PRICE SHEET

A. BID FORM AND PROPOSAL

**Revenue Authority of Prince George's County
Capital Region Medical Center Garage
Parking Structure**

From: _____
(Proper Name of Bidder)

10 ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The Authority reserves the right to reject any or all proposals and to enter into contract negotiations with the selected Bidder to take any other actions that may be deemed to be in the best interest of the Authority. The Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event the Contractor fails to sign this acknowledgement, the Authority shall have the right to reject the Bid.

CONTRACTOR'S SIGNATURE: _____

Print Name: _____

Title: _____

A. BASE BID

Contractor's Base Bid: Total \$ _____

Contractor's General Conditions: Total \$ _____

B. GENERAL CONDITIONS BREAKDOWN – provide line by line breakdown of all items that make up the General Conditions above on a separate insert in response to IFB.

| | |
|------------------|---------------|
| Allowances | |
| Allowances | \$ 250,000.00 |
| TOTAL BID | |
| Total Base Bid | \$ |

C. COMPLETION DATE

I/We agree to erect and achieve **project completion**, no later than December 1, 2020. The Owner shall retain the value of uncompleted work (\$1500.00) for Liquidated Damages, for each calendar day in excess of the Completion Date set forth herewith.

D. AFFIDAVIT

_____ being first duly sworn deposes and says that he is an officer in the building construction organization known as _____, and the party making a certain proposal or bid dated _____, to the Revenue Authority of Prince George's County for the **Capital Region Medical Center Garage - Largo Town Center, Largo, MD 20737**, and that this proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly, or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any bidder, or to secure any advantage against the Revenue Authority of Prince George's County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

x _____
(Bidder if the bidder is an individual)

x _____
(Bidder if the bidder is a partnership)

x _____
(Bidder if the bidder is a corporation)

Subscribed and sworn before me this ____ day of _____.

x _____
Notary Public

My commission expires: _____.

END OF BID FORM

ATTACHMENT I – PROFESSIONAL REFERENCES

Bidder must provide three (3) Professional References for the Prime Contractor only. Professional references shall concern services similar to those solicited herein provided within the last seven (7) years.

Name of Prime Contractor: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Date and Term: _____

Contract Price: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Date and Term: _____

Contract Price: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Date and Term: _____

Contract Price: _____

SUBMIT THIS FORM WITH BID

| |
|---|
| ATTACHMENT J – CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING SUSPENSION AND DEBARMENT |
|---|

General

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Rule for Suspension and Debarment is required of bidders or prospective Contractors receiving a contract or award from the Revenue Authority of Prince George's County. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Revenue Authority of Prince George's County, has complied with all applicable requirements of the Nonprocurement Common Rule For Debarment And Suspension.

Name: _____

Title: _____

Firm Name: _____

Signature: _____ Date: _____

Verification by Authority Agent

On _____ the federal website was checked to ensure the above referenced Contractor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Name: _____

Signature: _____ Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT K – BID BOND WITH CORPORATE ACKNOWLEDGEMENT

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, here in after called the Principal, and _____ a
corporation duly organized under the laws of the State of _____, as Surety,
hereinafter called the Surety, are held and firmly bound unto Prince George's County Government,
hereinafter called "County ,"

for the sum of _____ \$ _____, for
the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Principal, upon acceptance by the County of its bid identified above, within the
period specified herein for acceptance, shall execute such further contractual documents, and give such bond(s) as
may be required by the terms of the bid as accepted within ten (10) days after receipt of the forms, or in the event
of his/her failure to execute such further contractual documents and give such bonds, if the Principal shall pay the
County for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be
void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any
extension(s) of the time for acceptance of the bid that the Principal may grant to the County notice of which
extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to
extensions aggregating not more than __ calendar days in addition to the period originally allowed for acceptance of
the bid.

In Presence of Witness: Individual Principal
_____(SEAL)
_____ as to
Telephone Number
Signature Attorney-in-Fact

In Presence of Witness:

Co-Partnership Principal

(Name of Co-Partnership)

_____ as to

Partner

_____ as to

Partner

_____ as to

Partner

Attest:

Corporate Principal

(Name of Corporation) AFFIX CORPORATE SEAL

Corporate Secretary

President

Attest:

(Surety) AFFIX CORPORATE SEAL

Surety Witness

Signature Attorney-in-Fact

Name of Branch Office

Printed or Typed Name

Signature, Resident Agent

Date

Business Address or Surety

Printed or Typed Name

Resident Agent's Registration Number

Telephone Number

Telephone Number

BOND NO.-----

**CORPORATE
ACKNOWLEDGEMENT
BID BOND**

STATE OF MARYLAND

COUNTY OF _____ : ss Tax ID No. _____

On this _____ day of _____ 20__, before
me the undersigned notary, personally appeared _____
(Corporate Secretary or other Officer)
and acknowledged as follows:

That he/she is the _____ of
the (Title)
_____, a Corporation in good (Name
of Corporation)

standing in the State of Maryland and named as Principal in the attached instrument;

That _____ as _____ of said
(Name of Corporate Officer Signing Bond) (Title)

Corporation, being so authorized, did sign the foregoing instrument on behalf of the Principal;

That said signature is genuine and that said instrument was duly signed, sealed and attested
to on behalf of the said Corporation by authority of the following officers of said Corporation:

| | |
|--------------------|-------------------------|
| _____ Signature | _____ Name and Title |
|--------------------|-------------------------|

| | |
|--------------------|-------------------------|
| _____ Signature | _____ Name and Title |
|--------------------|-------------------------|

| | |
|--------------------|-------------------------|
| _____ Signature | _____ Name and Title |
|--------------------|-------------------------|

and that said acknowledgment of the said instrument is the free act and deed of the Corporation.

| | |
|--------|-----------------------------|
| (SEAL) | _____ Notary Public |
| | _____ Commission Expires |

SUBMIT THIS FORM WITH BID

| |
|---|
| ATTACHMENT L – CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS |
|---|

**CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR
LABOR STANDARDS ACT**

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certification of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a Contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of Contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Signature

Name

Title

Name of Firm/Partnership/Corporation

Date



PRINCE GEORGE'S COUNTY GOVERNMENT

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the Authority will not discriminate against qualified individuals with disabilities on the basis of disability in the Authority's services, programs, or activities.

Employment: The Authority does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

Effective Communication: The Authority will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Authority's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision limitations.

Modifications to Policies and Procedures: The Authority will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all Authority programs, services, and activities. For example, individuals with service animals are welcomed in Authority offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a Authority program, service, or activity, should contact the Authority's ADA Compliance Manager as soon as possible, but not later than 48 hours before the scheduled event. If you believe that a Authority program, service, or activity is not accessible to persons with disabilities, please direct your complaint to the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

The ADA does not require the Authority to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The Authority will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

ATTACHMENT N – DEFINITIONS OF CERTIFIED BUSINESSES

The business entities defined below are established only where the entity obtains certification from SDDD and the certification is current (not expired) as of the closing date of the solicitation.

- 1) **County-Based Business (CBB):** A SDDD certified business that:
 - a. Requires that its chief executive officer and the highest level managerial employees of the business maintain their offices and perform their managerial functions in the Authority;
 - b. Files a written certificate that the business is not delinquent in the payment of any Authority taxes, charges, fees, rents or claims;
 - c. Files a tax return filed with the State of Maryland establishing that the business has operated within the Authority within the preceding twelve (12) months;
 - d. Files documentation showing that during the preceding twelve (12) months the business has continuously maintained a valid business license or permit;
 - e. Files documentation showing that during the preceding twelve (12) months the business has continuously occupied an office within the Authority, as its principal place of operation; and
 - f. Files documentation showing that:
 - i. More than fifty percent (50%) of the business' full-time employees are Authority residents; or
 - ii. The owners of more than fifty percent (50%) of the business are Authority residents; or
 - iii. More than (fifty percent) 50% of the assets of the business, excluding bank accounts, are located in the Authority; or
 - iv. More than (fifty percent) 50% of the total sales or other revenues of the business are derived from transactions of the business in the Authority.
- 2) **County-Based Small Business (CBSB):** A SDDD certified business that meets the requirements of:
 - a. a County-Based Business; and:
 - i. a MDOT Small Business (as defined herein); or
 - ii. a SBA Small Business (as defined herein).
- 3) **County Located Business (CLB):** A SDDD certified business that:
 - a. has a Authority office, but is not a County-Based business; and
 - b. either:
 - i. has at least five (5) FTE ("full-time equivalent") employees in the Authority office for the full duration of the Authority office's lease; or
 - ii. has at least three (3) FTE employees in the Authority office, with at least two (2) of the FTE employees being Authority residents, for the full duration of the Authority office's lease; or
 - iii. if such business has an ownership interest in the building containing the Authority office, has at least three (3) FTE employees in the Authority office for the full duration of the business's ownership interest in the building.
- 4) **MDOT Small Business:** A business, other than a broker, which meets the following criteria:
 - a. It is independently owned and operated
 - b. It is not a subsidiary of another firm;
 - c. It is not dominant in its field of operation;
 - d. With respect to employees, either:
 - i. Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;

- ii. Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
- iii. Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- iv. Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
- v. Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
- vi. Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
- e. With respect to gross sales:
 - i. The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
 - ii. The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - iii. The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - iv. The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - v. The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - vi. The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years

5) **Minority Business Enterprise (MBE):** An SDDD certified business:

- a. Which is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of any publicly-owned corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more minority individuals; and
- b. Whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals; and
- c. Which has been certified by SDDD.

6) **Minority Individual:** Those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:

- a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
- b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

- f. Females, regardless of race, ethnicity or origin; and
- g. Veterans and Service-Disabled Veterans.

7) SBA Small Business: A business that meets the average number of employees and average annual receipts size standards for its NAICS codes and that:

- a. Is organized for profit;
- b. Has a place of business in the U.S.;
- c. Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
- d. Is independently owned and operated; and
- e. Is not dominant in its field on a national basis.

ATTACHMENT O – MONTHLY SUPPLIER PARTICIPATION REPORT

MONTHLY SUPPLIER PARTICIPATION REPORT

| | | | |
|---------------------------|-------------------------|------------------------------|-----------------------------------|
| IFB #: | IFB Description: | Date Form Submitted: | Period Ending: |
| Prime Contractor: | | Contact Person: | Email: |
| Telephone#: () | | Total Contract Value: | Scheduled Completion Date: |

SUPPLIER INFORMATION

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified Authority-Located Businesses (CLB)
 See Attachment V for Definitions of Certified Businesses.

| Subcontractor Name | Description of Work Performed | Certification Type | Agreed upon % of work | Total dollars committed based on % | Amount Paid this period | % of work Completed to Date | Amount Paid to Date |
|--------------------|-------------------------------|--------------------|-----------------------|------------------------------------|-------------------------|-----------------------------|---------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Cumulative Total to Subcontractors to Date:

My signature below certifies that the information submitted in this report is true to the best of my knowledge, information and belief.

| | | |
|-------------------|---------------|--------------|
| Signature: | Title: | Date: |
|-------------------|---------------|--------------|

ATTACHMENT P – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN

Part 1

IFB No.: _____ **IFB TITLE :** _____

The awardee under the above referenced Invitation for Bid submits this request for approval to modify the approved Supplier Utilization Plan dated_____, which is attached hereto. The proposed new Supplier Utilization Plan is set forth below:

Prime Contractor Name: _____

Authorized Person’s Name: _____

Authorized Person’s Title:_____

Total Value of CBSB Participation Proposed in Bid: _____ Total Value of MBE Participation Proposed in Bid:_____

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified Authority-Located Businesses (CLB). See Attachment G for Definitions of Certified Businesses.

| VALUE OF WORK TO BE PERFORMED BY CONTRACTOR | | | |
|---|--------------------------------|--|--|
| Prime Contractor Name | Certification Type (if any) | Certification Number (if applicable) | Value of Prime Contractor’s Work (\$) |
| | | | |

ATTACHMENT P – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN (continued)

PART 2

INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN THE PRIME CONTRACTOR THAT THIS REQUEST PROPOSES TO ADD, MODIFY, REMOVE OR KEEP IN PRIME CONTRACTOR’S SUPPLIER UTILIZATION PLAN

Status Key: A – Add ♦ M – Modify ♦ R – Remove ♦ K – Keep the Same

| Subcontractor Name | Certification Type (if any) | Certification Number (if applicable) | Subcontract Value (\$) | % of Total Award to Prime | Description of Work | Status |
|---------------------------|------------------------------------|---|-------------------------------|----------------------------------|----------------------------|---------------|
| | | | | | | |
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LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET

**ATTACHMENT P – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN
(continued)**

PART 3

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS
LISTED IN PART 2 OF THIS REQUEST FOR MODIFICATION
OF SUPPLIER UTILIZATION PLAN**

Name of Awardee: _____ (“Prime Contractor”)

Name of CBSB Subcontractor: _____ (“CBSB Subcontractor”)

We/I certify that in the event this request for Modification of Supplier Utilization Plan is approved

Check one:

| | |
|---|--|
| The subcontract between the Prime Contractor and CBSB Subcontractor will continue in effect. | |
| The subcontract between the Prime Contractor and CBSB Subcontractor will be modified as shown in Part 2 of this Request for Modification of Supplier Utilization Plan | |
| The subcontract between the Prime Contractor and CBSB Subcontractor will be terminated or will have expired. State reasons: _____ _____ | |
| Other: _____ _____ | |

PRIME CONTRACTOR SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

**CBSB SUBCONTRACTOR
SIGNATURE**

By: _____
Name: _____
Title: _____
Date: _____

If Prime Contractor is unable to obtain CBSB Subcontractor’s signature, state reasons: _____

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation for bid, purchase order or other award issued by the Authority Purchasing Agent unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

Subject to State and Authority laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Revenue Authority will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation for Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the Authority. The bidder shall retain one copy for his files and submit one copy signed and sealed.
2. **Late Bids:** Bids or proposals or amendments thereto must be received in the Contract Administration and Procurement Division office or other such location as designated herein not later than the scheduled time and date for bid opening/closing, or closing date and time for receipt of proposals. Bids or proposals received (and time stamped) after the scheduled time will be considered late and returned to the sender unopened. Postal delays or misrouting shall not constitute a basis for acceptance of late bids or proposals.
3. **Withdrawal or Modification of Bids or Proposals:** A written request for the withdrawal of a bid or proposal, or modification of a bid, may be granted if the request and the envelope containing the request is identified with the Bid or Proposal number, title, time and date of bid opening/closing, or closing date for receipt of proposals, and is received by the Authority prior to the scheduled bid opening/closing time or closing time and date for receipt of proposals.
4. **Mailing of Bids:** In the event that the bid contains bulky subject material, Bidders should make efforts to ensure their Bids are securely packaged such that they arrive at the Revenue Authority intact.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 90 Days:** Unless otherwise specified all formal bids submitted shall be binding for 90 calendar days following bid opening/closing date, unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Bids for All or Part:** Unless otherwise specified by the Authority or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the Authority. Bidder may restrict a bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each separate item, may be rejected at the option of the Authority.
9. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids must be initialed.
10. **Questions Re Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening/closing of bids. Inquiries received within five (5) days of the date set for the opening/closing of bids will not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening/closing of bids. Oral answers will not be binding on the Authority.

11. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid, and Contract form with an explanation as to why you are unable to bid on these requirements.

12. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM-ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE AUTHORITY PURCHASING AGENT.

13. **Taxes:** Revenue Authority of Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K. Bulletin 73-1 issued by the State of Maryland's Comptroller of the Treasury which states in part that contractors and subcontractors who bid on jobs to construct realty for Authority governments must pay the retail sales tax on all materials, equipment, and supplies purchased to complete their contract. Further, they must pay sales tax on rental tools and equipment used in connection with the contract. Equipment purchased by such contractors from out-of-state vendors is subject to the tax when brought to Maryland.

14. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder proposes to furnish. <https://www.styleseat.com/m/p/1005845>

15. **Competency of Bidders:** The Authority reserves the right to reject any bid or proposal from any person, firm or corporation that is in arrears or in default to the Revenue Authority upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Authority, or had failed to perform faithfully any previous contract with the Authority. The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

16. **Access to Information About Hazardous and Toxic Substances Act:** In accordance with Subtitle 32 of the Maryland Occupational Safety and Health Law: If any product or substance being offered herein is classified as either a "Hazardous Chemical" or a "Health Hazard" as defined therein, then bidder shall submit with the bid a material safety data sheet for each product or substance being offered. Failure to comply with this requirement may result in bid being declared non-responsive. Additionally, bidder agrees (by virtue of bid submittal) to comply with all provisions of Subtitle 32.

BID DEPOSIT

17. **Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. An annual bid bond on file with the Authority with an uncommitted balance equal to the bid shall be acceptable as surety. The Authority will also accept a cashier's check, certified check, U.S. Postal Money Order, or Treasurer's check drawn on a responsible bank doing business in the United States, which is made payable to the Revenue Authority of Prince George's County. When computing amount of Bid for certified check purposes, do NOT deduct for trade-ins.

18. **Annual Bid Bonds:** Bidders who regularly do business with the Authority shall be permitted to file with the Contract Administration and Procurement Division an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as Surety in lieu of the furnishing of surety with each individual transaction. Annual bid bonds shall be in an amount as determined by the bidder, of no less than \$2,000. If at any time, the requirements of a specific bid invitation exceeds the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to the Revenue Authority of Prince George's County, prepared on an approved form, as security for the faithful performance of his contract, within ten days of notification that the bid has been accepted. The surety thereon must be such

surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his notification the required performance bond shall forfeit to the Revenue Authority of Prince George's County, as liquidated damages their bid deposit. As a written condition of a procurement award or procurement contract authorized under the Procurement Code, the Purchasing Agent or the Purchasing Agent's designee may require an award recipient, excluding County-Based small businesses, to provide bid, performance, and/or payment bonding assistance to County-Based small business in order to assist in complying with the Authority laws requiring County-Based business participation.

20. Samples: The samples submitted by bidders on items which they have received an award may be retained by the Authority until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Samples on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The Authority will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Bidders shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the bidder, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

SPECIFICATIONS

21. Trade Names: In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. Formal Specifications: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, standards, etc., shall be construed as to the minimum requirement of these specifications. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the Authority to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD

23. Award or Rejection of Bids: The contract will be awarded to the responsive and responsible bidder offering the best value to the Authority.

The Procurement Officer reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Authority. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder for whom an investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the Authority and to the bidder's employment practices.
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- f. The quality, availability, and adaptability of the supplies, or contractual services, to the particular use, required.
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears to the Authority, in debt on contract or is a defaulter on surety to the Authority or whether the bidder's taxes or assessments are delinquent.
- i. The resale value and life cycle costs of the subject of the contract.
- j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. Indemnity: Contractor shall indemnify, keep and save harmless the Authority, its agents, officials and employees, against all injuries, death, loss damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Authority in consequence of the granting of this contract of which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, of the subcontractor or his employees, if any, and the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Authority in any such action, the contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Authority as herein provided.

25. Collusive Bidding: The bidder certifies that his bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

26. Identical Bidding - Executive Order No. 10946: All identical bids submitted to the Authority as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the Authority, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

27. Conflict of Interest: As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the Authority a statement, under oath that no member of the elected governing body of the Authority, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by the Authority, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent

of this provision exists shall be declared null and void and all monies received by the contractor shall be returned to the Authority. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding one thousand dollars (\$1,000) or imprisonment not exceeding six (6) months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any contract entered into by the Revenue Authority of Prince George's County.

28. Statement of Ownership - CB 1-1992: Each and every individual whether a sole proprietor, partnership, limited partnership, joint stock company, association, corporation or any other form of business entity responding to a bid solicitation shall provide a statement of the ownership and shall contain:

- a. A statement by the business entity or its authorized representative listing the name or names as well as the business and residence address of all those individuals having a ten percent (10%) financial interest in the business entity.
- b. A corporation shall file a statement listing the officers of the corporation, their business and residence addresses, the date of which they assumed their respective offices, a list of the current Board of Directors, their business and residence addresses as well as the date on which each Director assumed his office and the date of which his term shall expire.
- c. In addition to the requirement set forth in (a) above, a corporation must file a statement containing the names and residence addresses of those individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to, stocks of any type or class and serial maturity bonds of any type or class.
- d. Any statement filed pursuant to CB 1-1992 shall be valid for a period of one year from the date it is filed, provided that the information contained therein is updated as necessary upon the award of any subsequent contract.
- e. No contract shall be finally awarded unless there has been compliance with the provisions of this section.

29. Bidders Qualification Statement: Every person, upon submitting a bid proposal or other application for a contract with a public body, shall submit an affidavit stating to its best knowledge whether it or any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Section 16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Section 16-203.

30. Brokering: The Authority shall not contract with any broker unless brokering is a standard practice in the applicable industry with respect to which such contract relates or as provided by the waiver of the Purchasing Agent.

31. Reseller and Distributors for Commodities: In the procurement of commodities for which manufacturers or publishers of such commodities utilize authorized resellers or distributors, including, but not limited to, information technology software and hardware products:

(a) The Authority shall procure such commodities solely from County-Based small businesses that are authorized resellers or distributors if (1) there are County-Based small businesses that are authorized resellers or distributors of such commodities, and (2) such businesses are authorized as resellers or distributors by the publisher or manufacturer of such commodities.

(b) The Authority is authorized to procure such commodities directly from the manufacturer or publisher only if the requirements of Subsection (a), above, are not met.

31. Notice of Acceptance: A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

32. **Tie Bids:** If two or more bids are equally qualified for award, the bid shall be awarded in the following order: County-Based small business, County-Based minority business enterprise, County-Based business, other minority business enterprise, Maryland-based business, and any other fair and equitable manner determined by the Purchasing Agent.

33. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the Authority to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the Authority will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless contractor furnishes the Purchasing Agent with a statement of unordered balances not less than ten days after the termination date of the contract.

34. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the Authority to pay for, at unit bid prices, only quantities ordered and delivered.

35. **Protests:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the Authority after the receipt and opening/closing of bids. Any protest shall be in writing and filed in duplicate with the Authority Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) days after the protestor knew or should have known of the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly, and a written decision shall be issued as expeditiously as possible.

Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening/closing or the closing date for receipt of proposals shall be delivered before bid opening/closing or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

CONTRACT PROVISIONS

36. **Certification by Purchasing Agent:** Prior to the execution of any procurement contract or agreement (to include extensions or renewals) subject to 10A-112, 10A-113, 10A-114 or 10A-115 of Division 7 of the Procurement Code, the Purchasing Agent or designee shall certify in writing that such procurement is in full compliance with the applicable provision of Division 7 or the procurement shall be rendered "void and illegal". Where a procurement award contract or agreement is rendered "void and illegal", it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

37. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The Authority's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

38. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the Authority unless made in writing and signed by the Purchasing Agent or his authorized agent.

39. **Expiration of Contracts:** Contracts will remain in force for full periods specified and until all articles ordered before date of expiration shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to the expiration date.
- b. Extended upon written authorization of the Purchasing Agent to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

39. **Subletting of Contract:** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other

person, firm or corporation, without the previous written consent of the Authority Purchasing Agent, but in no case shall such consent relieve the contractor from his obligations, or change the terms of the contract.

40. Default Remedies: The contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the bid or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the contract, or any extension thereof, fraud or misrepresentation on a Authority contract, failure to make timely replacement or correction of rejected articles or services or failure to maintain at all times during the contract term compliance with the County-Based business participation requirements. In the event of partial termination for default, the contractor shall continue the performance of the contract to the extent not terminated.

In the event of default by the contractor, the Authority may reprocur similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Bidder/Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the contractor is obligated to the Authority for any excess reprocurement costs incurred by the Authority as a result of the contractor's default. Excess reprocurement costs shall be defined as the difference between the defaulting contractor's contract price and the price paid by the Authority for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the Authority in making the reprocurement.

The contractor agrees by submitting a bid or proposal that such excess reprocurement costs may be recovered by the Authority by: 1) deduction of such amount from monies owed the contractor on this or any other contract(s) the contractor may have with the Authority, 2) by recourse to the contractor's surety, 3) by direct payment by the contractor to the Authority or 4) legal action against the contractor.

41. Termination For Convenience: The performance of work under this contract may be terminated by the Authority within 30 days written notice or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the Authority. In the event of such termination, the Authority shall compensate the contractor fair and equitably for all goods and services provided up to the date of termination. However, the contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination. Where a procurement award contract or agreement is rendered "void and illegal" it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

42. Liability: The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.

43. New Goods, Fresh Stock: All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

44. Non-Discrimination: A contractor who is the recipient of Authority Funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the Authority. Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.

45. **Guarantee:** Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the Authority are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the Authority. These repairs, replacements or adjustments shall be made only at such time as will be designated by the Authority.

46. **Placing of Orders:** Orders against contracts may be placed with the contractor on a Purchase Order executed and released by the Purchasing Agent or designee. Telephonic orders placed directly with the contractor by the ordering agency may be authorized by the Purchasing Agent, only after execution of a Blanket Purchase Order.

47. **Intentionally Left Blank.**

48. **Delinquent Tax Setoffs:** In the event that the contractor owes money to the Authority as a result of the entry of judgment, debt arising out of a contract, default as surety to the Authority, delinquent taxes or assessments or for any other debt or liquidated damages, the Authority may withhold and set-off such sums owed to the Authority from payments owed to the contractor by virtue of this or other contracts.

49. **Prompt Payment:**

- (a) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the Authority for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.
- (b) Interest penalties. In the event Contractor violates paragraph (a) above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%)(or such other amount as identified in County Code Section 10A-153) of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the Authority. Willful violations of this requirement may also result in a contractor being suspended or debarred.
- (c) Contractor shall include in each of its subcontracts: (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the Authority for such work performed under such contract; (2) an interest penalty clause which obligates Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (3) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

50. **Requirement Electronic Payments:** Authority Vendors are required to enroll in Automated Clearing House (ACH) or similar electronic payment system with the Authority.

DELIVERY PROVISIONS

51. Responsibility for Materials Shipped: The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten days after date of notification, the Authority may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

52. Inspections: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies that are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

53. Time of Delivery: Deliveries will be accepted between 8:30 a.m. and 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, Authority Holidays or days the Authority is closed to the public.

54. Packing Slips or Delivery Tickets: ALL SHIPMENTS or DELIVERIES shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number
- The Name of the Article and Stock Number (Supplier's)
- The Quantity Ordered
- The Quantity Shipped
- The Quantity Back Ordered
- The Name of the Contractor

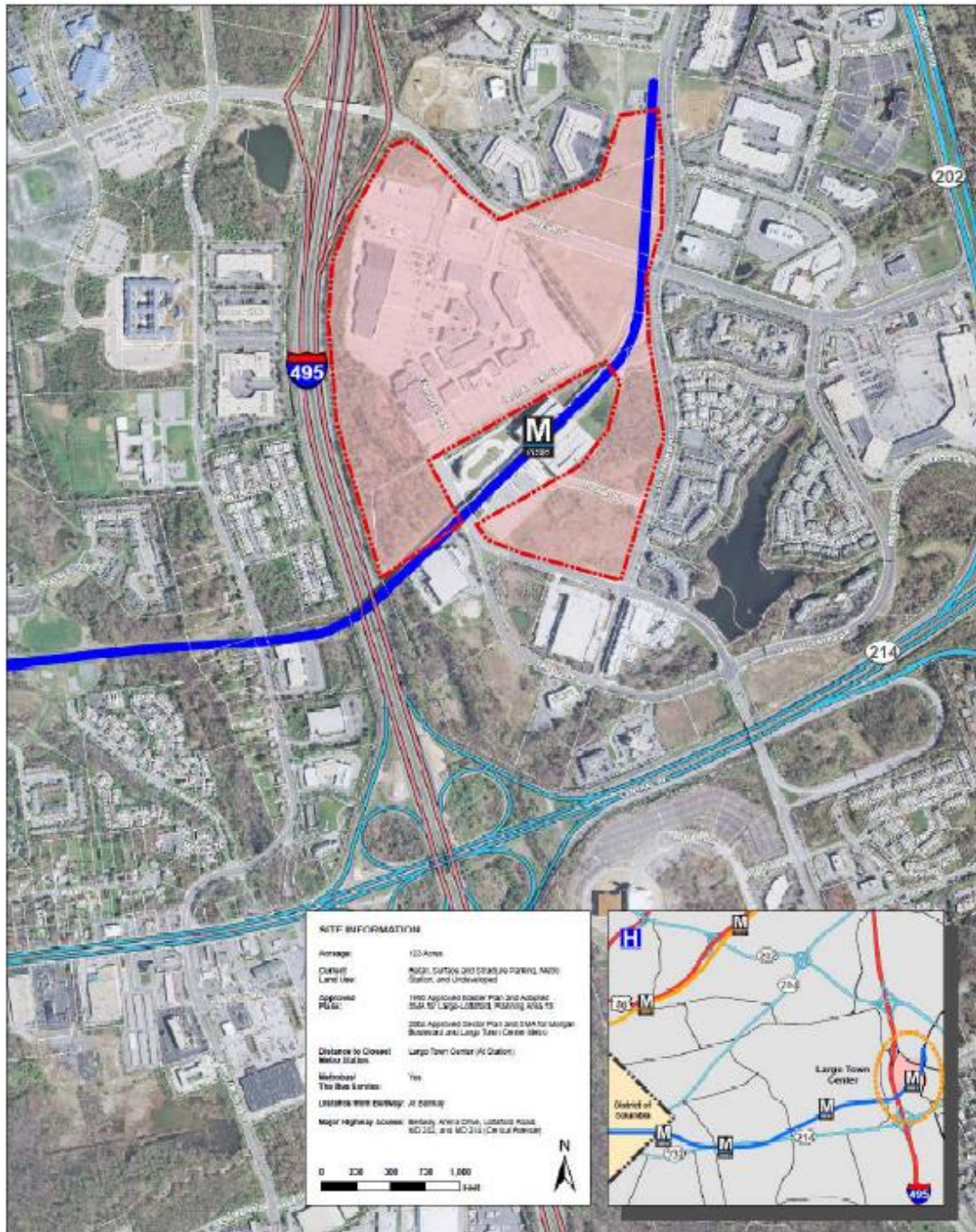
Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

55. General Guaranty: Contractor agrees to:

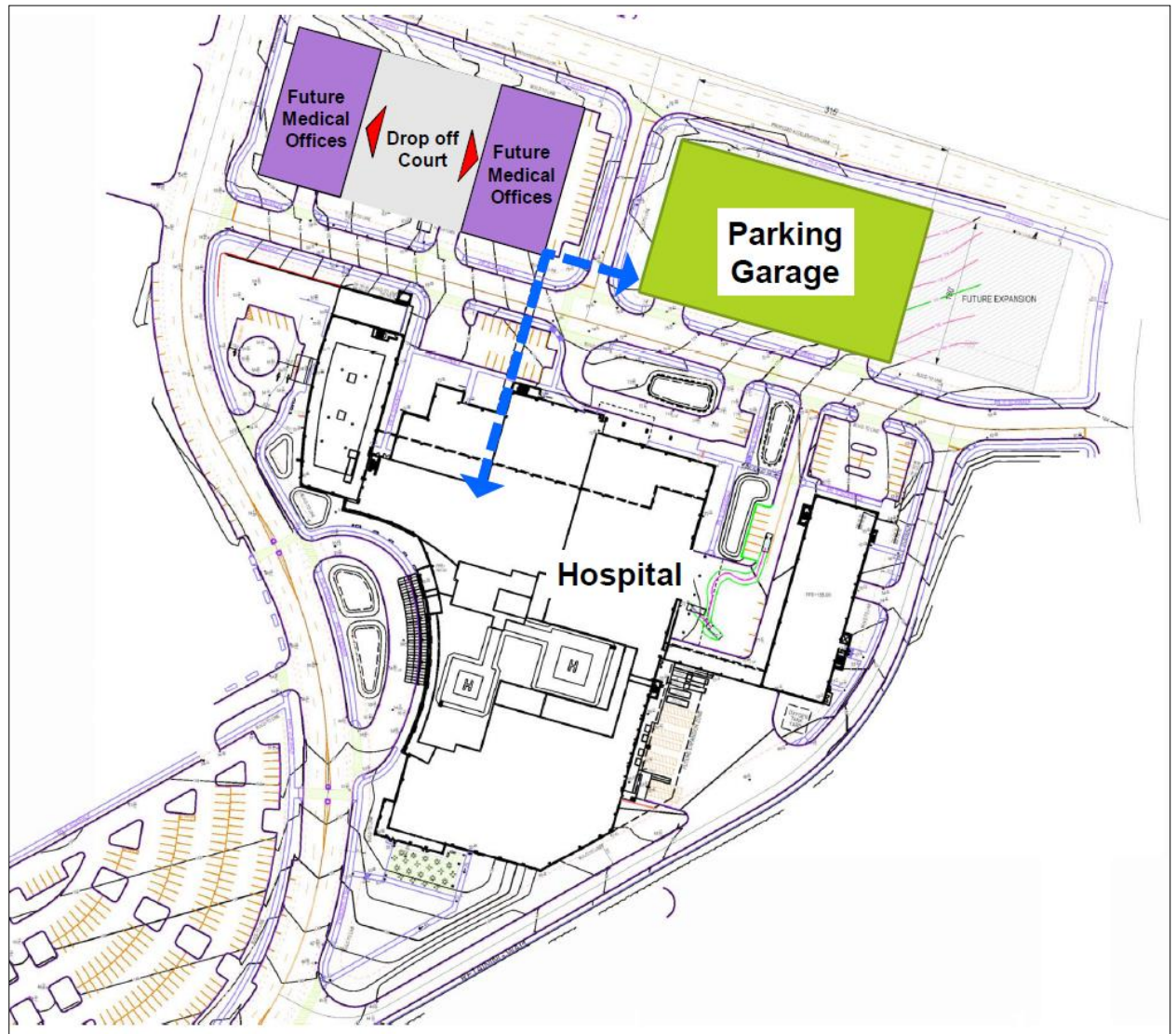
- a. Save the Authority, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the Authority against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
- d. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Authority and State of Maryland.

56. Cartage: No charge will be allowed for cartage on packages unless by special agreement, in writing, by the Purchasing Agent.

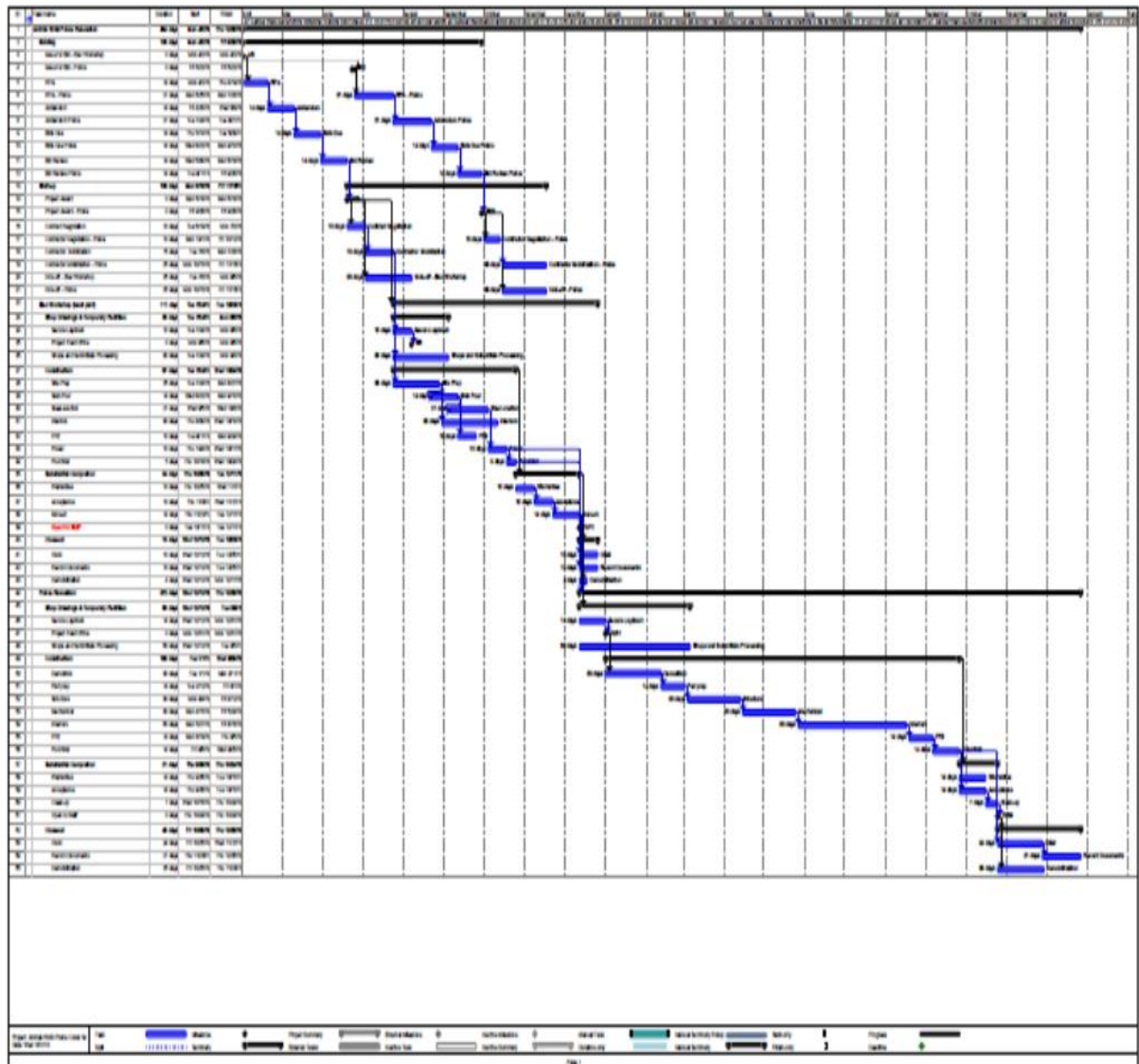
Attachment R – Site Location Map



ATTACHMENT S – Site Location Plane



Attachment T - Sample Project Design Schedule



SECTION 316300 – RAMMED AGGREGATE PIERS

PART 1 - GENERAL REQUIREMENTS

1.1 DESCRIPTION

- A. Work shall consist of designing, furnishing and installing aggregate pier elements as specified herein. The aggregate pier elements shall be constructed by compacting aggregate in an excavated hole using special high-energy impact densification equipment. The aggregate pier elements shall be in a columnar-type configuration and shall be used to reinforce soils for the support of high bearing pressure spread footings.

1.2 WORK INCLUDED

- A. Provision of all equipment, material, labor, and supervision to design layouts, removal of spoils off the working pad, and install aggregate pier elements. Design shall rely on subsurface information presented in the project geotechnical report. Layout of aggregate pier elements, removal of spoils from the site (which result from aggregate pier construction), footing excavation, and subgrade preparation following aggregate pier installation is not included.
- B. Drawings and General Provisions of the Contract, including General and Supplemental Conditions, and Division 1 Specifications, apply to the work in this specification.

1.3 APPROVED INSTALLERS

- A. Installers of Aggregate Pier Foundation Systems shall have a minimum of 5 years of experience with the installation of aggregate piers and shall have completed at least 50 projects.

1.4 RELATED WORK

- A. Division 31 Section - “Earthwork”

1.5 REFERENCE STANDARDS

A. Design

1. Lawton, E.C., N.S. Fox, and R.L. Handy. "Control of Settlement and Uplift of Structures Using Short Aggregate Piers." ASCE. Proceedings of In-Situ Deep Soil Improvement. ASCE National Convention, Atlanta, Georgia. October 9-13, 1994.
2. Lawton, E.C. and N.S. Fox. "*Settlement of Structures Supported on Marginal or Inadequate Soils Stiffened with Short Aggregate Piers.*" ASCE. Geotechnical Special Publication No. 40: Vertical and Horizontal Deformations of Foundations and Embankments, ASCE 2, 962-974.
3. Fox, N.S. and M. Cowell. 1998. Geopier Reference Manual. Published by Geopier Foundation Company, Inc., Scottsdale, AZ.
4. Wissmann, K.J., E.C. Lawton, and T.M. Farrell. 1999. "Behavior of Geopier-Supported Foundation Systems During Seismic Events." Technical Bulletin No. 1. Geopier Foundation Company, Inc., Scottsdale, AZ.
5. Wissmann, K.J. 1999. "Bearing Capacity of Geopier-Supported Foundation Systems." Technical Bulletin No. 2. Geopier® Foundation Company, Inc., Scottsdale, AZ.
6. Wissmann, K.J., J.M. Caskey, and B.T. Fitzpatrick. 2001. "Geopier® Uplift Resistance." Technical Bulletin No. 3. Geopier® Foundation Company, Inc., Scottsdale, AZ.
7. Wissmann, K.J., B.T. Fitzpatrick, and E.C. Lawton. 2001. "Geopier® Lateral Resistance." Technical Bulletin No. 4. Geopier® Foundation Company, Inc., Scottsdale, AZ.
8. Fitzpatrick, B.T. and K.J. Wissmann. 2002. "Geopier® Shear Reinforcement for Global Stability and Slope Stability." Technical Bulletin No. 5. Geopier® Foundation Company, Inc., Scottsdale, AZ.

B. Modulus and Uplift Testing

1. ASTM D-1143 – Pile Load Test Procedures
2. ASTM D-1194 – Spread Footing Load Test
3. ASTM-D-3689 – Uplift Load Test

C. Materials and Inspection

1. ASTM D-1241 – Aggregate Quality
2. ASTM STP 399 – Dynamic Penetrometer Testing
3. ASTM D-422 – Gradation Soils

1.6 CONFLICTS IN SPECIFICATIONS/REFERENCES

Where specifications and reference documents conflict, the Architect/Engineer shall make the final determination of the applicable document.

1.7 CERTIFICATIONS AND SUBMITTALS

- A. The installer shall submit detailed design calculations and construction drawings prepared by the Aggregate Pier Designer (the Designer) to the Owner or Owner's Engineer for approval at least 4 weeks prior to the start of construction. All plans shall be sealed by a Professional Engineer from the State of Maryland.
- B. The Aggregate Pier Designer shall have Errors and Omissions design insurance for the work. The insurance policy should provide a minimum coverage of \$2 million per occurrence.
- C. Modulus test data - The Installer shall furnish the General Contractor a description of the installation equipment, installation records, complete test data, analysis of the test data and recommended design parameter values based on the modulus test results. The report shall be prepared under supervision of a registered professional engineer.
- D. Daily Aggregate Pier Progress Reports – The Installer shall furnish a complete and accurate record of aggregate pier installation to the General Contractor. The record shall indicate the pier location, length, average lift thickness and final elevations of the base and top of piers. The record shall also indicate the type and size of the densification equipment used. The Installer shall immediately report any unusual conditions encountered during installation to the General Contractor, to the Designer and to the Testing Agency.

1.8 BASIS OF PAYMENT

- A. Payment will be on a lump-sum basis for performance design aggregate pier system.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aggregate used for piers constructed above the water table shall be Type I Grade B in accordance with ASTM D-1241-68 or shall be other graded aggregate selected by the Installer and successfully used in the modulus test. It shall be compacted to a densification and strength, which provides resistance to the dynamic penetration test (ASTM STP 399) of a minimum average of 15 blows per 1.75-inch vertical movement.
- B. For aggregate used for piers constructed below the water table, the gradation shall be the same as Type I Gradation B, except that particles passing the No. 40 sieve shall be eliminated. Alternatively, No.57 stone or other stone or cement/grout products selected by the Aggregate Pier Installer may be used. Dynamic penetration resistance testing is inappropriate for this material.
- C. Potable water or other suitable source shall be used to increase aggregate moisture content where required. The General Contractor shall provide such water to the Installer.
- D. The General Contractor will provide adequate and suitable marshalling areas on the project site for the use of the Installer for the storage of aggregate and equipment.

PART 3 - DESIGN REQUIREMENTS

3.1 AGGREGATE PIER DESIGN

- A. Aggregate piers shall be designed in accordance with generally accepted engineering practice and the methods described in Section 1 of these Specifications. The design shall meet the following criteria.

Maximum Allowable Bearing Pressure for
Aggregate Pier Reinforced Soils

7,000 psf

(See drawings for gravity loads on footings subject to gravity loads only. Footings subject to lateral loads (under retaining walls, stair towers, and shear/light walls) shall have piers providing a uniform 7,000 psf)

Minimum Aggregate Pier Area Coverage
(for square Spread Footings)

30%

Estimated Total Long-Term Settlement for Footings (Dead + Live Load): $\leq 1"$

Estimated Long-Term
Differential Settlement of Adjacent Footings:

$\leq \frac{1}{2}$

Minimum Number of Piers Under a Footing:

4

All aggregate piers installed shall fully penetrate existing fill or soft soils.

- B. The design submitted by the Installer shall consider the bearing capacity and settlement of all footings supported by aggregate piers and shall be in accordance with acceptable engineering practice and these specifications. Total and differential settlement shall be considered. The design life of the structure shall be 50 years.
- C. The Aggregate Pier system shall be designed to preclude plastic bulging deformations at the top-of-pier design stress and to preclude significant tip stresses as determined from the shape of the telltale test curve from telltales installed in modulus test piers. The results of the modulus test shall be used to verify the design assumptions.

3.2 DESIGN SUBMITTAL

The Installer shall submit 3 sets of detailed design calculations, construction drawings, and shop drawings (showing detailed location layout of RAPs) (the Design Submittal), for approval at least 4 week(s) prior to the beginning of construction. A detailed explanation of the design parameters for settlement calculations shall be included in the Design Submittal. Additionally, the quality control test program for aggregate piers, meeting these design requirements, shall be submitted. All computer-generated calculations and drawings shall be prepared and sealed by a Professional Engineer, licensed in the State of Maryland.

PART 4 - CONSTRUCTION

4.1 EXCAVATION

- A. All Aggregate Pier elements shall be pre-augered using mechanical drilling or excavation equipment. Installation of piers without pre-augering shall not be allowed because this technique results in significant disturbance and remolding of the matrix soils surrounding the piers.
- B. If cave-ins occur during excavation such that the sidewalls of the hole are deemed to be unstable, steel casing or a drilling slurry shall be used to stabilize the excavation.
- C. If cave-ins occur on top of a lift of aggregate such that the volume of the caved soils is greater than 10 percent of the volume of the aggregate in the lift, then the aggregate shall be considered contaminated and shall be removed and replaced with uncontaminated aggregate.

4.2 DENSIFICATION

- A. Special high-energy impact densification apparatus shall be employed to densify the Aggregate Pier elements during installation. The apparatus shall apply direct downward impact energy to each lift of aggregate.
- B. A minimum tamper energy level of 2,000 foot-pounds of force (CIMA rating) shall be applied by the energy source.
- C. The bottom of the excavation shall be densified prior to the placement of the aggregate. If wet, soft or sensitive soils are present, open-graded aggregate, such as ASTM No.57 stone or other, shall be placed at the bottom of the excavation and compacted to stabilize the element bottom and may serve as the initial lift.
- D. Densification shall be performed using a beveled tamper. The beveled tamper foot is required to adequately increase the lateral earth pressure in the matrix soil during installation.
- E. Downward pressure shall be applied to the tamper shaft during tamping.
- F. Each lift of aggregate shall be tamped for a minimum of 15 seconds.

4.3 PLAN LOCATION AND ELEVATION OF AGGREGATE PIER ELEMENTS

All pier groups shall be concentrically located under columns. The center of each pier shall be within six inches of the plan locations indicated. The final measurement of the plan location and top of piers shall be the lowest point on the aggregate in the last compacted lift. Piers installed outside of the above tolerances and deemed not acceptable shall be rebuilt at no additional expense to the Owner. The site will be rough graded to 1'-0" + above the top of the foundations (coordinate with the General Contractor) and is the termination of the aggregate piers. The General Contractor will then excavate down to the bottom of footing elevation and surface compact the piers.

4.4 REJECTED AGGREGATE PIER ELEMENTS

Aggregate pier elements improperly located or installed beyond the maximum allowable tolerance of 6" shall be abandoned and replaced with new piers, unless the Designer approves other remedial measures. All material and labor required to replace rejected piers shall be provided at no additional cost to the Owner.

PART 5 - QUALITY CONTROL

5.1 QUALITY CONTROL REPRESENTATIVE

The Installer shall have a full-time Quality Control (QC) representative to verify and report all QC installation procedures. The Installer shall immediately report any unusual conditions encountered during installation to the Design Engineer, the General Contractor, and to the Testing Agency. The QC procedures shall include the preparation of Aggregate Pier Progress Reports completed during each day of installation and containing the following information:

- A. Footing and Aggregate Pier location.
- B. Aggregate Pier length and drilled diameter.
- C. Planned and actual Aggregate Pier elevations at the top and bottom of the element.
- D. Average lift thickness for each Aggregate Pier.
- E. Soil types encountered at the bottom of the Aggregate Pier and along the length of the element.
- F. Depth to groundwater, if encountered.
- G. Documentation of any unusual conditions encountered.
- H. Type and size of densification equipment used.

5.2 MODULUS TEST

Two modulus tests shall be performed to verify the parameter values selected for design. The modulus tests shall be of the type and installed in a manner specified herein.

- A. A telltale shall be installed at the bottom of the test pier so that bottom-of-pier deflections may be determined. Acceptable performance is indicated when the bottom of the pier deflection is no more than 20% of the top of pier deflection at the design stress level.
- B. ASTM D-1143 general test procedures shall be used as a guide to establishing load increments, load increment duration, and load decrements.
- C. With the exception of the load increment representing approximately 115% of the design maximum top of Aggregate Pier stress, all load increments shall be held for a minimum of 15 minutes, a maximum of 1 hour, and until the rate of deflection reduces to 0.01 inch per hour, or less.
- D. The load increment that represents approximately 115% of the design maximum stress on the Aggregate Pier shall be held for a minimum of 15 minutes, a maximum of 4 hours and until the rate of deflection reduces to 0.01 inches per hour or less.
- E. A seating load equal to 5 percent of the total load shall be applied to the loaded steel plate prior to application of load increments and prior to measurement of deflections to compensate for surficial disturbance.
- F. Aggregate Pier modulus testing shall be performed in accordance with the requirements outlined in the Design Submittal.
- G. The location of the aggregate pier modulus test should be coordinated with the project Geotechnical Engineer of record.

5.4 BOTTOM STABILIZATION VERIFICATION TEST

- A. After completion of the bottom pier bulb, or at any time during the process of constructing the pier, the energy source may be turned off, and bottom stabilization verification test may be performed. These tests shall be performed when a new soil formation is encountered, or at the beginning of a project to provide quantitative information on pier stabilization.
- B. Bottom Stabilization Tests are performed by placing a reference bar over the cavity, marking the tamper shaft, applying energy to the tamper for an additional 15 seconds, and observing the downward deflection of the tamper shaft by observing the deflection of the mark on the tamper shaft.
- C. Acceptable performance is indicated if the vertical movement of the shaft is less than 150% of the vertical movement measured for the modulus test pier or $3/8^{\text{th}}$ of an inch.
- D. If the measured vertical movement exceeds 150% of the value achieved during the modulus test, added energy is applied to re-densify the bulb. The procedure for measure is then repeated. If there is still movement greater than 150% of that achieved during the modulus test and greater than $1/2$ inch, a lift of loose aggregate may be placed on top of the compacted aggregate, and the verification test may be performed on this next lift after it is densified. If there is excessive movement on this lift, another lift may be placed and tested. Movement must be limited to below 150% of the values achieved for the modulus test before completion of $2/3$ of the pier depth.

5.5 DYNAMIC CONE PENETROMETER TEST

- A. The Aggregate Pier elements shall be tested by the Dynamic Cone Penetrometer method (ASTM STP 399) at locations within the upper $1/3$ of the pier shaft length.
- B. The minimum acceptable criteria as an indicator of acceptable densification shall be at least 15 blows per 1-3/4-inch penetration.
- C. Dynamic Cone Penetrometer testing shall be performed in each Aggregate Pier until such time as five consecutive tests indicate that the minimum criterion is met. Thereafter, such tests need not be performed on every pier, provided that the aggregate used in the elements is representative of that previously tested. If average penetration resistances measured exceed 15 blows, and less than 10% of tests fall below 15 blows, then testing may be reduced to spot checks. A pattern of successful tests is sufficient to reduce testing to several tests per day.
- D. Observation of questionable aggregate moisture content or questionable aggregate gradation appearance may determine the need for additional dynamic penetration testing to verify that the proper densification is being achieved.
- E. Use of Dynamic Cone Penetrometer is not appropriate for use on open-graded aggregate such as No. 57 stone.

PART 6 - QUALITY ASSURANCE

6.1 INDEPENDENT ENGINEERING TESTING AGENCY

The Owner is responsible for retaining an independent engineering testing firm to provide Quality Assurance services. The Testing Agency should be the Geotechnical Engineer of Record, if possible.

6.2 RESPONSIBILITIES OF INDEPENDENT ENGINEERING TESTING AGENCY

- A. The Testing Agency shall monitor the modulus and uplift test(s) when modulus or uplift test(s) are to be performed. The Installer shall provide and install all dial indicators and other measuring devices.
- B. The Testing Agency shall monitor the installation of aggregate pier elements to verify that the production installation practices are similar to those used during the installation of the modulus test elements.
- C. The Testing Agency shall perform Dynamic Cone Penetrometer tests as described herein.
- D. The Testing Agency shall report any discrepancies to the Installer and General Contractor immediately.

PART 7 - RESPONSIBILITIES OF GENERAL CONTRACTOR

7.1 PREPARATION

- A. The General Contractor shall locate and protect underground and aboveground utilities and other structures from damage during installation of the Aggregate Pier elements.
- B. The General Contractor will provide the site to the Installer, after earthwork in the area has been completed.
- C. Site subgrade shall be established by the General Contractor within 6 inches of final design subgrade, as approved by the Design Engineer.
- D. A working surface will be established and maintained by the General Contractor to provide wet weather protection of the subgrade and to provide access for efficient operation of the Aggregate Pier installation.

7.2 LAYOUT OF THE AGGREGATE PIER ELEMENTS

The General Contractor shall provide layout of the basic column grids. The aggregate pier installer will then layout (construction staking) of the Aggregate Piers. The General Contractor shall provide ground elevations in sufficient detail to estimate drilling depth elevations to within 4 inches.

7.3 AGGREGATE PIER EXCAVATION

Should any obstruction be encountered during drilling or excavation for aggregate piers, the General Contractor shall be responsible for removing such obstruction, or the pier shall be relocated or abandoned. Obstructions include, but are not limited to, boulders, timbers, concrete, bricks, utility lines, etc., that prevent installing the aggregate piers to the required depth, or cause the aggregate pier to drift from the required locations. Dense natural rock or weathered rock shall not be deemed obstructions, and piers may be terminated short of design lengths on such materials. If the General Contractor cannot or does not remove such obstructions within one hour from the time the Installer reports the obstruction to the General Contractor, the Installer may remove such obstructions with his own means. Should this occur, the Installer shall receive an extra to the contract to account for their additional expenses, including delay time involved to crew and equipment.

7.4 UTILITY EXCAVATIONS

The General Contractor shall coordinate all excavations made subsequent to Aggregate Pier installations so that at least five feet of horizontal distance remains between the edge of any installed Aggregate Pier and the excavation. Protection of completed Aggregate Pier elements is the responsibility of the General Contractor. In the event that utility excavations are required at horizontal distances of less than five feet from installed Aggregate Piers, the General Contractor shall contact the Aggregate Pier Designer to develop construction solutions to minimize impacts on the installed Aggregate Piers.

Recommended procedures may include:

- A. Using cement-treated base to construct portions of the Aggregate Piers subject to future excavations.
- B. Replacing excavated soil with compacted crushed stone in the portions of excavations the where Aggregate Piers have been disturbed. The placement and compaction of the crushed stone shall meet the following requirements.
 - 1. The crushed stone shall meet the gradation specified by the Designer.
 - 2. The crushed stone shall be placed in a controlled manner using motorized impact compaction equipment.
 - 3. The aggregate should be compacted to 95% of the maximum dry density as determined by the modified Proctor method (ASTM D-1557).
 - 4. The Testing Agency shall be on site to observe placement, compaction, and provide density testing. The test results shall be submitted to the Designer and the General Contractor. The General Contractor shall provide notification to the Testing Agency and the Designer when excavation, placement, and compaction will occur and arrange for construction observation and testing.

7.5 FOOTING BOTTOMS

- A. Excavation and surface compaction of all footings shall be the responsibility of the General Contractor.
- B. Foundation excavations to expose the tops of Aggregate Pier elements shall be made in a workmanlike manner, and shall be protected until concrete placement, with procedures and equipment best suited to (1) prevent softening of the matrix soil between and around the Aggregate Pier elements before pouring structural concrete, and (2) achieving direct and firm contact between the dense, undisturbed Aggregate Pier elements and the concrete footing.
- C. Recommended procedures for achieving these goals are to:
 - 1. Limit over-excavation below the bottom of the footing to 3-inches (including disturbance from the teeth of the excavation equipment,
 - 2. Compaction of surface soil and top of Aggregate Pier elements shall be prepared using a motorized impact compactor ("Wacker Packer," "Jumping Jack," or similar). Sled-type tamping devices shall not be used. Compaction shall be performed over the entire footing bottom to compact any loose surface soil and loose surface pier aggregate.
 - 3. Place footing concrete immediately after footing excavation is made and approved, preferably the same day as the excavation. Footing concrete must be placed on the same day if the footing is bearing on expansive or sensitive soils.
 - 4. If same day placement of footing concrete is not possible, place a minimum 3-inch thick lean concrete seal ("mud mat") immediately after the footing is excavated and approved.
- D. The following criteria shall apply, and a written inspection report sealed by the project Geotechnical Engineer shall be furnished to the Installer to confirm:

1. That water (which may soften the unconfined matrix soil between and around the Aggregate Pier elements and may have detrimental effects on the supporting capability of the Aggregate Pier reinforced subgrade) has not been allowed to pond in the footing excavation at any time.
 2. That all Aggregate Pier elements designed for each footing have been exposed in the footing excavation.
 3. That immediately before footing construction, the tops of all the Aggregate Pier elements exposed in each footing excavation have been inspected and recompact as necessary with mechanical compaction equipment, and that the tops of any Aggregate Pier elements which may have been disturbed by footing excavation and related activity have been recompact to a dry density equivalent to at least 95% of the maximum dry density obtainable by the modified Proctor method (ASTM D-1557).
 4. That no excavations or drilled shafts have been made after installation of Aggregate Pier elements within horizontal distance of five feet from the edge of any pier, without the written approval of the Installer or Designer.
- E. Failure to provide the above inspection and certification by the project.
- F. Geotechnical Engineer, which are beyond the responsibility of the Aggregate Pier Installer, may void any written or implied warranty on the performance of the Aggregate Pier system.

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Attachment W – CRMC Garage Concept Estimate Summary

| Estimate Summary: | | | CRMC Parking Garage |
|---------------------------------------|------------------------------------|--------------|---------------------|
| Division: | Description: | Price: | Comments: |
| <u>Div 02:</u> | Demolition & Site Work | \$2,784,429 | |
| <u>Div 03:</u> | Concrete & Precast | \$12,463,710 | |
| <u>Div 04:</u> | Masonry & Stone | \$17,280 | |
| <u>Div 05:</u> | Structural Steel & Metals | \$282,365 | |
| <u>Div 06:</u> | Rough & Finish Carpentry | \$68,932 | |
| <u>Div 07:</u> | Thermal & Moisture Protection | \$374,866 | |
| <u>Div 08:</u> | D/F/H, Glass, Glazing, Windows | \$608,710 | |
| <u>Div 09:</u> | Drywall, Flooring, Finishes | \$134,550 | |
| <u>Div 10:</u> | Specialties | \$57,000 | |
| <u>Div 11:</u> | Equipment & Appliances | \$250,000 | |
| <u>Div 14:</u> | Conveying Systems | \$493,000 | |
| <u>Div 15:</u> | HVAC, Plumbing and Fire Protection | \$642,860 | |
| <u>Div 16:</u> | Electrical and Fire Alarm | \$1,892,000 | |
| Sub-Total; Trades: | | \$20,069,702 | |
| Design Completion Contingency: | | \$706,827 | |
| Sub-Total; Tr Trades and Contingency: | | \$20,776,529 | |
| Overhead, General Conditions & Fees: | | \$2,784,356 | |
| Total; Project: | | \$23,560,885 | |

General Terms and Conditions
of the Contract
Between the Revenue Authority and Contractor

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1.01.....DEFINITIONS

These definitions shall apply to the entire Contract unless specifically noted.

A. Addendum

Means a revision to the original forms, conditions, Specifications and Drawings, made prior to execution of the Contract. Addenda are part of the Procurement Request.

B. Any

Means "any and all" whenever more than one item would be applicable or required to complete the Work of the Project in accordance with the Contract Documents.

C. As Indicated, As Shown, As Specified

Means as indicated, shown or specified in the Contract Documents.

D. Best Value

Means "the basis for awarding contracts for services which optimizes weighted factors such as quality, cost, diversity, and performance, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis and "best value" criteria shall be prescribed and predetermined in the Request for Proposals or Invitation for Bids."

E. Offeror or Bidder

Means any person or business that submits a bid in response to an Invitation For Bid.

F. Change Order

A Change Order is a written order to the Contractor signed by the County and the Contractor, issued after execution of the Contract, authorizing a change in the Work or an adjustment to the Contract Price or the Contract Time. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Price or the Contract Time. A Unilateral Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Work or an adjustment to the Contract Price or the Contract Time. All Change Orders and Unilateral Change Orders shall be issued and executed using the County's form as incorporated in the Procurement Request.

G. Contract

The written agreement executed between the County and the Contractor, covering the performance of the Work and by which the County is obligated to compensate the Contractor at the Contract Price.

H. Contract Administrator

The person, not involved in the sourcing or administration of the Contract, to whom the Purchasing Agent delegates authority to render decisions on contract claims or disputes.

I. Contract Documents

The Contract, the Procurement Request, the Procurement Response, contract forms and bonds, these General Conditions, and special conditions pertaining to Work on the Project, Drawings, Specifications, shop drawings, Addenda, the Contractor's Proposal attached to and made a part of the Contract, supplemental specifications, all special provisions, all technical provisions, all plans, all written instructions given by the County or Architect, and Notices to Proceed, any Change Orders and Supplemental Agreements, and any amendments or modifications of any of these from time to time that are required to complete the construction of the Work in an acceptable manner, including authorized extensions thereof, and any other matter agreed to as being part of the Contract is a component of the Contract.

J. The Contractor

The person or organization having a direct contractual relationship with the County for the execution of the Work. If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable. The Contractor shall indicate its Federal tax identification or social security number following its name on the first page of the Contract.

K. Contract Price

The total amount payable by the County to the Contractor for the performance of the Work specified by the Contract Documents. The Contract Price may not be changed except as specified in the Contract Documents.

L. Contract Time

The number of calendar days shown in the Specifications indicating the time allowed for the completion of the Work.

M. County

Refers to Prince George's County, Maryland, a body corporate and politic. In particular, the County refers to the County as specified in the Contract, or the authorized representative that issues the Procurement Request.

N. County Code

The Prince George's County Code.

O. Day

Means calendar day unless otherwise designated.

P. Drawings

The drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, diagrams, and shop drawings.

Q. Engineer

The Director of the Department of Public Works and Transportation of Prince George's County, Maryland, acting directly or through an authorized representative.

R. Engineering Consultant

Means the firm commissioned by the County to provide the necessary engineering services, construction management or inspection for the Project.

S. Equal, Or Equal, or Approved Equal

Means the judgement of equality or acceptability rests with the County.

T. Final Completion

The date determined by the Project Manager in consultation with the Engineer when all Work is complete, accessible, operable and usable by the County and all parts, systems and site work are complete and cleaned for the County's full use and all Drawings, certificates, bonds, guarantees, releases, and waivers of liens and documents required by the Contract Documents have been provided to the County by the Contractor.

U. Notice To Proceed

A written notice to the Contractor from the County directing the date on or before which the Contractor shall begin with the prosecution of the Work.

V. Pay Limit

The Pay Limit means the area or limit of each item of work in the Contract for which the Contractor can expect payment identified by neat lines and dimensions shown on the plans and detail drawings, described in plan notes, the Specifications or Special Provisions or as directed in writing by the Engineer.

W. Payment Bond

The security in the form approved by the County and executed by the Contractor and the surety, and paid for by the Contractor, as a guarantee that the Contractor will pay in full all the Contractor's subcontractors and suppliers for materials and labor used in the construction of the Work, as provided by law.

X. Performance Bond

The security in the form approved by the County and executed by the Contractor and the surety, and paid for by the Contractor, as a guarantee that the Contractor will completely perform the Work.

Y. Procurement Officer

Any person authorized by the Director of the Office of Central Services, as Purchasing Agent, in accordance with procedures prescribed by regulations, to enter into and administer contracts and make determinations and findings with respect thereto. The term shall also include individuals subordinate to the Purchasing Agent acting within the limits of their delegated procurement authority. This authority shall be designated in writing by the County's Director of the Office of Central Services, in his/her capacity as Purchasing Agent, for such period of time as shall be stated in the written designation.

Z. Procurement Security (Bid Bond)

The security in the form approved by the County and executed by the Procurement Responder and the surety and paid for by the Procurement Responder, as a guarantee that the successful Procurement Responder will execute the Contract as set forth in these General Terms and Conditions.

AA. Procurement Request

Refers to the Invitation for Bid, or Request for Proposal or other procurement solicitation issued in connection with the Work.

AB. Procurement Responder

Refers to the person or entity submitting a Procurement Response. The Successful Procurement Responder refers to the Procurement Responder to whom the Contract is awarded.

AC. Procurement Response

Refers to the response submitted to a Procurement Request.

AD. Project

The project is the total construction of which the Work may be the whole or a part and which may include construction by the Contractor or by separate Contractors.

AE. Project Manager

The person designated by the County as the County's authorized representative, or his designee, for the day-to-day oversight, management and coordination of the Contractor's work and compliance with contractual requirements.

AF. Purchasing Agent

Refers to the Director of the Office of Central Services.

AG. Related Sections

A phrase in the Specifications to direct the reader to find provisions on other Work which is directly related to the subject section.

AH. Repair

Where used in the Contract Documents shall be taken to mean to restore after damage, injury, deterioration, or wear; to mend, to renovate by such means as appropriate and to supply such materials and labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth and fully serviceable. Upon completion of such repair, the items, must be, unless otherwise stated, rendered to such conditions as to present a first class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first class finish, to be applied without extra cost to the County. When the word repair is used in connection with machinery or mechanical equipment it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient ready for normal use for which it was intended originally.

AI. Replace, Restore, Renew, Make Good, Reconstruct And Similar Expressions

Means to provide using new materials, as applicable to the type of Work involved.

AJ. Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction methods, standards and workmanship for the Work, and performances of related services.

AK. State

Refers to the State of Maryland.

AL. Subcontractor

Any individual, partnership, firm, corporation, or other business entity that has a contractual relationship with the Contractor or any other subcontractor to furnish labor, equipment, or materials for the performance of the Work. Each subcontractor shall be required by the party with whom it contracts to agree to comply with these General Terms and Conditions and any other applicable Contract Documents.

AM. Substantial Completion

The date determined by the Project Manager in Consultation with the Engineer when the Work has progressed to the point that it is sufficiently complete in accordance with the Contract Documents so that the County may fully occupy and use the Work or designated portion thereof for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents.

AN. Supplemental Agreement

A written agreement covering added or changed Work which is beyond the scope of the Contract and Change Order. A supplemental agreement becomes a part of the Contract when approved and properly executed by all parties to the Contract.

AO. Surety(ies)

The corporate body(ies) bound with and for the Contractor, for the full and complete performance of the Contract and for the payment of all debts pertaining to the Work.

AP. Work

Work shall be understood to mean the furnishing of all labor, supervision, materials, equipment, services, utilities, and other incidentals necessary to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract Documents.

AQ. Written Notice

Shall be deemed to have been duly served if delivered in person to the individual or to the member of the firm or to an office of the corporation to whom it is intended, or if delivered to or sent by certified or registered mail, to the last business address known to the person who gives notice.

1.02..... COUNTY'S RESPONSIBILITIES

- A. The County shall furnish, upon request, any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The County, however, can offer no assurances that such drawings, property

description, or other data are accurate, current or complete and the Contractor remains responsible for determining, including but not limited to, whether the assurances that such drawings, property description or other data are accurate, current and complete.

- B. Information under the County's control shall be furnished by the County with reasonable promptness to avoid delay in the orderly progress of the Work.
- C. The foregoing are in addition to other duties and responsibilities of the County enumerated in the Contract.

1.03 CONTRACTOR'S RESPONSIBILITIES

Notwithstanding anything in this Contract to the contrary, the following items are in addition to the Contractor's obligations set forth elsewhere in the Contract.

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- B. The Contractor shall be responsible to the County for all acts and omissions of the Contractor's employees, agents or subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
- C. The Contractor shall not be relieved from Contractor's obligation to perform the Work in accordance with the Contract Documents, either by the Contract, or by inspections, tests, or approvals required or performed by any person in connection with the Work.
- D. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not encumber the site unreasonably with any materials or equipment.
- E. Cutting and Patching of Work
 - 1. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.
 - 2. The Contractor shall not alter, damage or endanger any portion of the Work of the County or any separate Contractors by cutting, patching, or otherwise altering any Work or excavation. The Contractor shall not cut or otherwise alter the Work of the County and/or such separate Contractor.

3. The Contractor shall not unreasonably withhold from the County or any separate Contractor consent to cutting or otherwise altering the Work.
4. The Contractor shall perform the Work in accordance with the lines, grades, typical cross sections, dimensions, and other data required by the Contract Documents as modified from time to time, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, supervision, and all other items necessary for the satisfactory prosecution and completion of the Project in full compliance with the requirements of the Contract Documents.

F. Indemnification

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County and the Engineering firm and their agents, officials and employees from and against all actual or alleged claims, damages, losses, and expenses, including but not limited to attorney's fees, and cost of suit, arising out of or resulting from the performance of the Work, incurred in connection with bodily injury, sickness, disease, death, personal injury or injury to or destruction of real or tangible personal property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, the Contractor's agents, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
2. In any and all claims against any person or entity or any of their agents or employees indemnified under this Paragraph F by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
3. The obligations of the Contractor under this paragraph shall not extend to the liability of the Engineering firm, his agents or employees, arising out of:
 - a. The preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications; or,

- b. The giving of or the failure to give directions or instructions by the Engineering firm, his agents or employees provided that such giving or failure to give is the primary cause of the injury or damage.

2.01 AWARD

The County reserves the right to cancel the award of any contract before the execution of the contract by all parties without any liability on its part.

- A. The Successful Bidder will be given written notice of intent to award the Contract stating that the Procurement Response has been accepted and that as the successful Procurement Responder, award of the Contract is contemplated.
- B. When the Successful Procurement Responder consists of more than one person or entity, each person or entity participating in the Procurement Response will be held jointly and severally responsible as a Successful Procurement Responder for the duties of the Contractor.

2.02 EXECUTION OF CONTRACT

The County, with the Notice of Intent to Award, shall forward the Contract Agreement and Corporate Acknowledgement, and other applicable Contract forms including the Performance and Payment Bonds, to the Contractor for execution. The Contractor shall execute the Contract form and other applicable forms and return them along with required certificate(s) of insurance to the County within ten (10) business days after receipt of same.

After receipt of the properly executed Contract forms, and other applicable forms, the County will use good faith efforts to execute the contract within ninety (90) calendar days and forward the Contractor a copy.

The Contract shall not be in effect until and unless it is executed by all parties.

2.03 FAILURE TO EXECUTE CONTRACT

Failure of the Contractor to execute the Contract and file acceptable bonds within the time provided in Section 2.02 shall be just cause for the payment of damages guaranteed by the Procurement Security at an amount equal to the increased Contract Price paid by the County as a result of the failure of the Contractor to execute the Contract, or the Condition Amendment, or the amount set forth in the Procurement Request as liquidated damages, whichever is higher.

In the event that the damages sustained by the County exceed the amount of the Procurement Security, the County reserves the right to proceed against the Contractor for the balance of its damages.

2.04 PERFORMANCE AND PAYMENT BONDS

Required when initial Contract Price exceeds One Hundred Thousand Dollars (\$100,000.00).

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- A. The County shall provide to the Contractor for execution copies of the Performance and Payment Bonds. The bonds must be executed and returned to the County as provided in the Contract. The premium for the Bonds shall be paid by the Contractor.
- B. Each of the Bonds shall be in the full amount of the Contract Price and the bonding companies must be acceptable to the County.
- C. The Contractor shall, unless otherwise directed by the County, increase the amount of the Bonds from time to time to reflect increases in the Contract Price. For such additions, the Contractor will be reimbursed by the County in the amount of the actual increased bond cost.
- D. The Contractor shall deliver fully executed one hundred percent (100%) Performance and Payment Bonds to the County within ten (10) business days after the Contract form is sent to the Contractor. The Contractor shall increase the amount of the Bonds as contemplated in Section 2.04.C and deliver evidence thereof to the County within ten (10) business days after any increase in the Contract Price.
- E. Performance and Payment Bonds shall remain valid and in effect throughout the length of the contract (from execution by signature and until the end of the one (1) year warranty period on the Project, or as otherwise required by law). It shall be the Contractor's responsibility to ensure that the bonds remain in effect; and to pay all premiums therefore.

2.05 CERTIFICATIONS REQUIRED BY LAW

A. Cost and Price Certification

- 1. The Contractor, by submitting cost or price information certifies that, to the best of the Contractor's knowledge, the information submitted is accurate, complete and current as to a mutually determined specified date prior to the conclusion of any price discussions or negotiations therefor which may be applicable in certain solicitations.
- 2. The Contract Price and any Change Order modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete or not current.
- 3. If the parties are negotiating for a Change Order which is expected to exceed One Hundred Thousand Dollars (\$100,000.00), the Contractor shall

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truthfully
execute a cost and price information certificate. Said certificate shall
provide,
in relevant part, that the Contractor's price and cost information is accurate,
complete and current as of a mutually determined date prior to the Change
Order.

B. Contingency Fee Prohibition

The Contractor hereby represents that they have not retained anyone to solicit or secure this Contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.

C. Corporation Registration and Tax Payment Certification

At the time the parties execute the Contract, if not sooner, the Contractor, if it is a corporation, shall truthfully execute a certificate on a form provided by the County which provides that it is a properly registered corporation in good standing and that it has paid and will pay all appropriate County taxes prior to receipt of final payment.

2.06 CONTRACT DOCUMENTS

A. The Contract Documents are complementary. That which is called for by any one of the Contract Documents shall be as binding as if called for by all.

1. The intent of the documents is to include all Work necessary for proper completion of the Project ready for continual efficient operation. It is not intended, however, to include any Work not properly inferable.

2. Clarification

The Contractor shall obtain clarification of all questions which may have arisen as to intent of the Contract Documents or any actual conflict between two or more items in the Contract Documents. Should the Contractor have failed to obtain such clarification, then the County may direct that the Work proceed by any method indicated, specified, or required by the Contract Documents in the interest of maintaining the best construction practice. Such direction by the County shall not constitute the basis for a claim for extra costs by the Contractor. In addition, the Contractor acknowledges that the Contractor had the opportunity to request clarification regarding the Procurement Request prior to submitting the Contractor's Procurement Response to the County and therefore agrees that the Contractor's not entitled to claim extra costs as a result of such clarification.

3. Jargon

Work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standard use.

4. Identification

The Contract Documents shall be signed in duplicate by the County and the Contractor. In the event that the Contractor fails to sign any of them, the County shall identify those items.

5. Singular or plural references shall mean one or more like terms of Work as necessary to complete the Work, unless specifically directed otherwise.

6. Typographical and spelling errors in the Specifications will be interpreted by the Project Manager for their meaning and intent.

7. The following order of precedence shall be used when there is a conflict in the Contract Documents:

- a. Agreement between County and Contractor
- b. General Conditions
- c. Special Conditions (when applicable)
- d. Applicable Standard Specifications as described in the Contract
- e. Detail Drawings

B. Plans and Drawings

On all plans the figured dimensions shall govern in case of discrepancy between the scales and figures. The Contractor shall not take advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the plans. In all cases of doubt as to the true meaning of the drawings and/or specifications, the decision of the Engineer will be final and conclusive. If the Contractor in the course of the work, discovers any discrepancies between the drawings and the conditions of the ground, or any errors or omissions in the drawings, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Engineer immediately in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

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1. Copies Furnished

The County will furnish the Contractor, without cost, three (3) sets of reproducible Plans and one (1) set of Specifications.

2. Copies at the Site

The Contractor shall keep in the job site office a complete set of Plans, Specifications, shop drawings, schedules, etc., in good order and available to the County.

3. Ownership

All Contract Documents remain the property of the County. The Contractor shall not use any of them on other work.

C. Drawings

Drawings show the intent, extent, and class of work included under the Contract. Any deviation from the drawings must be approved by the Engineer in writing. The Contractor is required to furnish working drawings such as shop, erection, and bending diagrams for re-enforcing steel and where necessary, the Contractor shall furnish plans for cribs, falsework and formwork, the costs of which shall be included in the costs of the work to be done and shall not be paid for separately. Any drawings submitted by the Contractor shall be in triplicate and shall be approved by the Engineer prior to starting the respective Work. Approval of contractors working drawings or details shall be expressly understood to relate only to the requirements for strength and detail and such approval will not relieve the Contractor of responsibility for errors in dimensions.

D. As-Built Plans

The Contractor shall keep one (1) record copy of all Contract Documents, referenced documents, and all Technical Submittals at the site in good order and annotated to show all changes made during the construction process. Such annotations shall be kept current. These shall be available to the Engineer at all times during the life of the Project.

The Contractor shall submit As-Built Plans, certified correct by a Professional Engineer registered in the State of Maryland, to the Prince George's County Department of Public Works and Transportation prior to final inspection. Certified As-Built Plans must be submitted on reproducible Mylar, even if all work complies with the Contract Drawings. Where actual construction installations vary from what is shown on the Contract Drawings, these changes must be marked on the As-Built Plans. The cost of preparing the As-Built Plans shall be considered incidental to the Contract.

2.07 SHOP DRAWINGS/WORKING DRAWINGS

- A. Unless otherwise outlined herein, Shop Drawings/Working Drawings shall be prepared in accordance with TC Section 4 “Control of Work” of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated July 2008.
- B. As a first order of work, the Contractor shall prepare and submit to the Project Manager a schedule for the submission of working drawings. The schedule shall include each type of working drawings (e.g., form plans, reinforcing bars, etc.), approximate number of drawings to be reviewed, estimated date of first submission, and estimated rate of submission of drawings (example: five (5) weeks). Where possible, the most crucial drawings shall be submitted with enough lead time for review so as to minimize delays during construction.
- C. All shop drawings must show the name of the Project and the County Contract number.
- D. Items for Which Shop Drawings Will Be Required

Shop drawings will be required for all items which are specifically fabricated for the Work or when the assembly of several items is required for a working unit. Shop drawings are required for all items designated in the Contract Specifications for all reinforcing and structural steel and miscellaneous metal work as a minimum. Refer to submittal section(s) of the Specifications.

- E. Copies Required

The Contractor, fabricator or supplier will furnish three (3) prints each of all shop plans and working drawings, etc., for primary review.

Once the primary review is complete, the Contractor, fabricator or supplier shall furnish five (5) additional prints for stamping and forwarding to the Office of Engineering and Project Management, for distribution.

Manufacturer’s catalog, product and equipment data shall be certified and shall include materials type, performance characteristics and similar data. Indicate catalog, model and serial numbers representing specified equipment. Provide complete component information to verify all specified required items. Submit working drawings as required for changes and substitutions, Contractor designed items and Contractor designed methods of construction. Drawings shall be accompanied by calculations or other information to completely explain the structure, or system described and its intended use. Review of such drawings by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the

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Contractor and the Engineer shall have no responsibility therefore. Working drawings and calculations as submitted shall be sealed, dated and signed by a Professional Engineer registered in the State of Maryland.

All submittals for review shall have the following identification data, as applicable, contained thereon or permanently adhered thereto.

1. Revenue Authority's Contract Number;
2. Project Name and Location;
3. Submittal Numbers Sequentially Numbered. Resubmittals shall bear original submittal number and be lettered sequentially;
4. Product Identification;
5. Title of Drawing, Number of Drawings, Revision Number and Date of Drawing and Revision;
6. Applicable Contact Drawing Numbers and Specification Section and Paragraph numbers;
7. Subcontractor's Vendors' and/or Manufacturer's Name, Address and Phone Number; and
8. Contractor's Certification Statement.

No portion of the work requiring a Contractor's drawing shall be started nor shall any materials be fabricated, delivered to the site, or installed prior to the reviewing and approval of such item. Fabrication performed, materials purchased or on-site construction accomplished prior to the drawing review and approval by the Engineer shall be at the Contractor's risk. The County will not be liable for any expense or delay due to corrections or remedies required to the drawings or related submittals to accomplish conformity.

Contractor's drawings will be returned, stamped with one of the following classifications:

| | |
|--|--|
| Reviewed and Accepted | No corrections, no marks. |
| Reviewed and Accepted Noted All | A few minor corrections required. items may be fabricated as marked without further resubmission. Resubmit a corrected copy to the Engineer. |
| Reviewed and Returned For Revisions not | Requires corrections or is otherwise |
| Documents. | in accordance with Contract |

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| | |
|--------------------------------|--|
| calendar appropriate action | No items shall be fabricated. Correct and resubmit drawings as per original submission. Allow thirty (30) days for checking and by the Engineer. |
| Disapproved | Item is not in accordance with the Contract documents and is rejected for use. No items shall be fabricated. Resubmit in accordance with the Contract Documents. |

2.08 ENTIRE AGREEMENT

- A. The Contract constitutes the entire agreement between the parties hereto and other communications between the parties prior to the execution of the Contract, whether written or oral, with reference to the subject matter of the Contract, are superseded by the agreements contained herein. The Contract may not be modified, amended, changed or altered except by written instrument executed by the parties hereto and approved by the Purchasing Agent, except for Unilateral Change Orders.
- B. Except as otherwise provided by law, any action permitted or required under the Contract Documents to be taken by the Purchasing Agent, may be taken by the duly authorized representative.

2B.01 ADDITIONAL FORMS

The following forms must be completed as part of the close out procedures for the Contract prior to the release of the final retainage:

Contractor's Affidavit of Payment of Debts and Claims

Contractor's Affidavit of Release of Liens

General Contractor's Release and Waiver of Liens

Notarized Listing of Subcontractors/Suppliers

Subcontractor's and/or Supplier's Release and Waiver of Liens

Indemnification

3.01 INTENT OF THE CONTRACT DOCUMENTS

It is the intent of the Contract Documents to show all the Work necessary to complete the Project.

3.02 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of:
 - 1. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or
 - 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Project Manager shall promptly investigate the conditions. If the Project Manager finds that such conditions do materially so differ and cause an increase or decrease in the Contract Price or the Contract Time, and if the Contractor has provided timely notice under Paragraph A, then an equitable adjustment shall be made and the Contract modified in writing accordingly.
- B. If the County and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or the Contract Time that should be allowed as a result of differing site conditions, a claim may be made therefor as provided in Section 6.12.
- C. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract is made.

3.03 SITE INVESTIGATION

This provision is in addition to any other provision in the Contract relating to site investigation.

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

presented by the Drawings and Specifications made a part of the Contract. Any failure by the Contractor to become acquainted with the available information may not relieve the Contractor from responsibility for estimating properly the difficulty or cost of successfully performing this Work. The County shall not be responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

3.04 CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions, which affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the County. The Contractor agrees not to place any credence in any understanding or representation concerning conditions made by any County employee or agents prior to the execution of this Contract unless such understanding or representation is expressly stated in the Contract.

3.05 CHANGES IN THE WORK

- A. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a Change Order or Unilateral Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
 - 1. In the Specifications including Drawings and designs;
 - 2. In the method or manner of performance of the Work;
 - 3. In the County-furnished facilities, equipment, materials, services, or site; and/or,
 - 4. Directing acceleration in the performance of the Work.
- B. Any other written order, which term as used in this Paragraph B shall include direction, instruction, interpretation, or determination from the Project Manager which causes any such change, shall be treated as a Change Order under this section, provided that the Contractor gives the Project Manager written notice stating the date, circumstances, and source of the order, and that the Contractor regards the order as a Change Order. Except as herein provided, no order, statement, or conduct of the Project Manager shall be treated as a change under this section or entitle the Contractor to an equitable adjustment hereunder.
- C. If a change in the work causes an increase or decrease in the Contract Price or the

Contract Time, an equitable adjustment shall be made and the Contract modified in writing accordingly.

1. The Contractor shall be allowed to add the following maximum percentages for overhead and profit to the actual cost of work performed by his own forces.

| Value of Work | Combined Overhead and Profit |
|----------------------|-------------------------------------|
| \$0 - \$1,000 | 25% |
| \$1,001 - \$5,000 | 20% |
| \$5,001 - \$10,000 | 17% |
| \$10,001 - \$25,000 | 15% |
| \$25,001 and over | Negotiated, but not more than 10% |

2. The Subcontractor shall be allowed to add maximum percentages for overhead and profit to the actual cost of work performed with its own forces in accordance with the scale in paragraph C(1) above. The Contractor may add an additional eight percent to the subcontractor's cost for labor and material.

- D. If the County and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or the Contract Time that should be allowed as a result of a change in the Work, a claim may be made therefor as provided in Section 6.12.
- E. In order to facilitate review of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and subcontracts. Where major cost items are subcontracts, they shall also be itemized. In no case will a change involving a cost exceeding Two Hundred Dollars (\$200.00) be approved without such itemization.

3.06 UNAUTHORIZED WORK

The Contractor shall not be paid for any Work not authorized in writing by the County.

4.01 CONFORMITY WITH CONTRACT REQUIREMENTS

- A. All Work performed and all materials furnished by the Contractor shall be in conformity with the requirements of the Contract Documents.
- B. In the event the County finds the materials or the finished product in which the materials are used or the Work performed are not in complete conformity with the requirements of the Contract Documents and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.
- C. In the event the County finds the materials or the finished product in which the materials are used are not in complete conformity with the requirements of the Contract Documents, but have resulted in a satisfactory product, the County shall then make a determination if the Work shall be accepted. In this event, the County will document the basis of acceptance by a Change Order which will provide for an appropriate adjustment in the Contract Price.

4.02 ADJACENT WORK

- A. The County shall have the right, at any time, to contract for and perform other work on, near, over, or under the Work covered by the Contract. In addition, other work may be performed under the jurisdiction of another County agency. The Contractor shall cooperate fully with such other Contractors and carefully fit the Contractor's own work to such other as may be directed by the County.
- B. The Contractor agrees that in the event of a dispute as to cooperation or coordination with adjacent contractors, the County will act as referee and decisions made by the County will be binding. The Contractor agrees to notify the County of any expected inconvenience, delay, or loss to be experienced by the Contractor because of the presence and operations of other contractors, seven (7) business days before the anticipated inconvenience, delay, or loss.

4.03 CONTROL BY THE CONTRACTOR

The Contractor shall constantly maintain efficient supervision of the Work, using the Contractor's best skill and coordinating ability. The Contractor shall carefully study and compare all Drawings, Specifications, shop drawings, and other instructions and check them against conditions existing, or being constructed on the Project. The Contractor shall at once report to the County any error, inconsistency, or omission which the Contractor may discover.

4.04 COOPERATION WITH UTILITIES

- A. It is understood and agreed that the Contractor has considered in the Contractor's

Procurement Response all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility appurtenances, the operation of moving them, or the making of new connections thereto if required by the Contract Documents. A non-compensable time extension, however, may be considered upon written request by the Contractor with appropriate justification

- B. The Contractor shall have responsibility for notifying all affected utility companies prior to the necessity of performing any Work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the responsibility of the Contractor.
- C. The Contractor shall contact "Miss Utility" at 811, at least forty eight (48) hours in advance of construction, between the hours of 7:00 AM and 6:00 PM, Monday through Friday.
- D. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, and power companies, or are adjacent to other property, damage to which might result in expense, loss, or inconvenience, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor.
- E. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.
- F. In the event of interruption to utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.
- G. Utility outages shall be kept to a minimum and will be permitted only with the written approval of the County. All requests for outages shall be made a minimum of ten (10) business days in advance of their need. Requests for outages will not be considered unless they include an identification of all areas which will be affected by the proposed outage.

4.05 INSPECTION OF THE WORK

- A. By law, the Work, including the fabrication and source of supply, is subject to observation by the County and to the County's right to inspect specific items.

- B. The Contractor shall provide facilities for access and inspection as required by the County or any public authority with or having jurisdiction.
- C. If the Specifications, the County's instructions, law, ordinance, or any public authority require any Work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection, and if inspection is by another authority, the date fixed for such inspection. Inspections by the County shall be made promptly and where practicable, at the source of supply. Any Work requiring inspection that is covered without approval of the County must, if required by the County, be uncovered for examination at the Contractor's expense.

4.06 REMOVAL OF DEFECTIVE WORK

- A. All Work and materials which do not conform to the requirements of the Contract will be considered unacceptable.
- B. Any unacceptable or defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause found to exist, shall be removed and replaced by Work and materials which shall conform to the requirements of the Contract Documents or shall be remedied otherwise in an acceptable manner authorized by the County.
- C. Upon the Contractor's failure to promptly comply with any order of the County made under the provisions of this section, the County shall have authority to cause defective, unacceptable, or unauthorized Work to be remedied or removed and replaced and to deduct the costs thereof from any monies due or to become due the Contractor under this Contract.

4.07 MAINTENANCE OF WORK DURING CONSTRUCTION

- A. The Contractor shall maintain the Work during construction and until Final Acceptance by the County. This maintenance shall be continuous and effective, prosecuted with adequate equipment and forces to the end that all parts of the Work be kept in satisfactory condition at all times and protected from damage of any kind from external sources. Such maintenance shall include maintaining access to all properties adjacent to or within the project limits by way of existing or temporary driveways. During the winter, or other times of inclement weather, such maintenance shall include snow removal and ice treatment by sand/or salt mixture as necessary and as directed by the Engineer.
- B. Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such waters and such drainage shall be diverted or dispensed when necessary to prevent damage to excavation, embankments, surfaces,

structures, or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed. Such measures shall be in compliance with the requirements of any governmental entity having jurisdiction.

- C. All cost of maintenance Work during construction and before Final Acceptance by the County shall be included in the Contract Price and the Contractor will not be paid any additional amount for such Work.
- D. In the event that the Contractor's Work is halted by the County for failure to comply with the provisions of the Contract, the Contractor shall maintain the entire Project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the Project site, for tenants of the Project site, and for the general public as may be necessary during the period of suspended Work or until the Contractor has been declared in default.
- E. If pedestrian or vehicular traffic flow is maintained on the Project, the Contractor shall be responsible for the repair and restoration of all traffic related damage to the Work, either partially or totally completed, until Final Acceptance by the County.

4.08 FAILURE TO MAINTAIN ENTIRE PROJECT

If the Contractor shall at any time, fail to comply with the provisions of Section 4.07, the County shall immediately notify the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within twenty-four (24) hours after receipt of such notice, the County will immediately proceed with adequate forces and equipment to maintain the Project, and the entire cost of this maintenance may be deducted from monies due the Contractor, without in anyway limiting the right of the County to enforce any and all other remedies to which it is entitled by law or under the Contract.

4.09 COUNTY'S RIGHT TO DO WORK

- A. If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, the County after three (3) business days Written Notice to the Contractor may make good such deficiencies and may deduct the cost thereof from the monies then or thereafter due the Contractor, without in anyway limiting the right of the County to enforce any and all other remedies to which it is entitled by law or under the Contract.
- B. No section or portion of the Contract shall be construed or interpreted to preclude the County from accomplishing any task or undertaking any operation or portion of the project utilizing its own work force.

5.01 GENERAL

- A. All materials shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the County in writing of the sources from which the Contractor proposes to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the Work as soon as possible after receipt of notification of award of the Contract.
- B. Nothing in these Specifications shall be interpreted as authorizing any Work in any manner contrary to applicable laws, codes, or regulations.
- C. All materials are subject to the County's approval as to conformity with the Specifications, quality, design, color, etc. No Work for which approval is necessary shall be used until written approval is given by the County.
- D. Unless otherwise specified, all materials shall be new. Used materials must not be used as substitutes for new, regardless of condition or repair, unless approved in writing by the County.
- E. Unless otherwise specified, all materials shall be of the best quality of the respective kinds.
- F. The Contractor shall furnish for approval all samples as directed. The materials used shall be the same as the approved samples.
- G. The Contractor shall, if requested, furnish satisfactory evidence as to the kind and quality of materials either before or after installation. He shall pay for any test or inspections called for in the Specifications and such tests as may be deemed necessary for "substitutions," as set forth in Section 5.03 of these General Terms and Conditions.

5.02 STORAGE AND HANDLING OF MATERIALS

- A. Materials shall be stored in a manner as to assure the preservation of their safety, quality and acceptability for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right of way or Project site may be used for storage purposes and for the placing of the Contractor's plant and equipment. All such storage areas must be restored to their original condition by the Contractor at his expense at the completion of the Work. Any additional space required must be provided by the Contractor at his expense.
- B. Materials shall be handled in such a manner as to preserve their quality and acceptability for the Work.

C. Explosives: Explosives shall not be stored upon any property belonging to the County. Use and handling of explosives shall be as specified in Section TC-6.07 of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 2008.

D. Paints

1. Oil base paints and inflammable liquids shall not be stored in large quantities on the Project. Containers shall be limited to five (5) gallon size. Any liquid with a flash point of less than one hundred degrees Fahrenheit (100° F) shall be contained in safety cans, UL approved. Liquid with a higher flash point shall be stored in rigid cans. Glass containers shall not be used.
2. Oily rags, waste, etc., must be removed from the Work site at the close of each working day.

5.03 SUBSTITUTION

Substitution of materials or any Bid Item will not be considered or permitted during the bid process. Following award, however, should the Contractor desire to substitute another material for one or more specified by name, the Contractor shall apply to the County, in writing, for such permission and state the credit or extra cost involved by the use of such material.

The County will not consider the substitution of any material different in type or construction methods unless such substitution provides a benefit to the County.

5.04 APPROVED EQUALS

The terms "or equal," "equal," "approved equal" are used as synonyms throughout the Specifications. They are implied in reference to all named manufacturers in the Specifications unless otherwise stated. Only materials fully functionally equal or superior in all details and characteristics will be considered to be included. The County is the final judge as to equality.

5.05 CONTRACTOR'S OPTIONS

When several products or manufacturers are named in the Specifications for the same purpose or use, then the Contractor may select any of those so named. However, all of the units required for, and used in, the Project must be the same in material and manufacture.

5.06 UNACCEPTABLE MATERIALS

- A. Materials represented by samples taken and tested in accordance with the specified tests and failing to meet required values shall be considered to be defective regardless of prior tests or approvals.
- B. Unless otherwise allowed by the Engineer as set forth below, defective materials shall be removed from the site with any tags, stamps or other markings implying conformance with Specifications removed or obliterated.
- C. Where defects can be corrected, the Contractor may propose such corrective action as he deems appropriate to the Engineer. The Engineer may approve the corrective action but in so doing does not assume responsibility for the success thereof. Retest will be made to determine the acceptability of the material after corrective measures have been taken. No person other than the Engineer may change any technical provision of the Specifications without written authorization.
- D. The cost of replacing, correcting and/or removal of defective material will be the responsibility of the Contractor.
- E. The cost of repairing or replacing other materials damaged by the installation, correction and/or removal of defective materials will be the responsibility of the Contractor.

5.07 MARYLAND BUY AMERICAN STEEL ACT

The provisions of COMAR 21.11.02 pertaining to implementation of the “Buy American Steel” Act (subtitle 3 of Title 17 of the State Finance and Procurement Article of the Annotated Code of Maryland) shall be incorporated by reference.

5.08 SALES TAX

Supplies and materials purchased by the Contractor in connection with the Contracts will not be tax exempt.

5.09 HAZARDOUS MATERIALS

- A. If the Contractor encounters or exposes during construction any abnormal conditions which indicate the presence of a hazardous material or toxic waste, work in the area shall immediately be suspended and the Engineer notified. The Contractor’s operations in this area shall not resume until permitted by the Engineer, however, the Contractor may continue working in other areas of the project, unless directed otherwise.

Abnormal conditions shall include, but not be limited to the presence of barrels, obnoxious or unusual odors, excessively hot earth, smoke, or any other condition which could be a possible indicator of hazardous material or toxic waste.

Where the Contractor performs necessary work required to dispose of these materials and no items have been identified in the Contract Documents, the work shall be performed under a change order.

- B. For any material furnished on the project by the Contractor suspected to be hazardous or toxic, the Engineer may require the Contractor to have it tested and certified to be in conformance with all applicable requirements and regulations. Material found to be hazardous or toxic shall not be incorporated into the work. The required testing will be determined by the Engineer and may include, but not be limited to, the EPA Toxicity Characteristic Leaching Procedure (TCLP) or its successor. The evaluation and interpretation of the test data will be made by the Engineer. Testing and certification shall be at no additional cost to the County.
- C. Disposition of the hazardous material or toxic waste shall be made in conformance with all applicable requirements and regulations.

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6.01 LAWS TO BE OBSERVED

- A. The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed on the Work or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees. The Contractor shall protect and indemnify the County and its representatives against such claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, whether by Contractor, the Contractor's agents, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- B. The Contractor must comply with the provisions of the Worker's Compensation Act and Federal, State, and local laws relating to hours of labor.
- C. The provisions of this Contract shall be governed by State and County law.
- D. The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.
- E. If the Contractor observes that the Drawings and Specifications are at variance with any law, the Contractor shall promptly notify the Engineer and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to applicable law, ordinance, rule, or regulation, and without such notice to the County, the Contractor shall bear all costs arising therefrom.

6.02 PERMITS AND LICENSES

- A. The Contractor shall procure at his own expense such permits, licenses, insurance and governmental approval as may be necessary in order to comply with Federal, State and local laws, ordinances and regulations in performance of the Work. The Contractor shall further give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. Federal permits, from the U. S. Corps of Engineers, Environmental Protection Agency and/or United States Coast Guard, for erection of structures in tidal waters will be obtained by the County and the Contractor shall comply with the requirements of such permits. Any required Federal permits, however, desired by the Contractor for temporary structures such as docks, piers, anchorages, etc., must be applied for and obtained by the Contractor.

6.03 PATENTED DEVICES, MATERIALS, AND PROCESSES

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If the Contractor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of such agreement shall be filed with the County, if no such agreement is made or filed as noted, the Contractor and the surety shall indemnify and save harmless the County, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, materials or process, or any trademark or copyright, and shall indemnify, protect and save harmless the County, its officers, agents and employees with respect to any claim, action, cost or judgement for patent, trademark or copyright infringement, arising out of purchase or use of materials, construction, supplies, equipment or services covered by the Contract.

6.04 LAND, AIR AND WATER POLLUTION

- A. The Contractor shall incorporate all permanent erosion control features into the Work at the earliest practicable time. Temporary pollution control measures will be used to correct conditions that develop during construction that were not foreseen during design, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the Project.
- B. The Contractor's attention is directed to the fact that temporary pollution control may include measures outside the right of way or Project site where such Work is necessary as a direct result of Project construction. The County shall be kept advised of all such off-site control measures taken by the Contractor. This shall not relieve the Contractor of the basic responsibilities for such Work.
- C. In case of failure on the part of the Contractor to control erosion, pollution, and/or siltation, the County reserves the right to employ outside assistance or to use its own forces to provide the necessary corrective measures. All expenses incurred by the County in the performance of such duties for the Contractor may be withheld from monies due to the Contractor, without in anyway limiting the right of the County to enforce any and all other remedies to which it is entitled by law or under the Contract.
- D. The Contractor must submit evidence to the County that the governing Federal, State, and local air pollution criteria will be, and were, met. This evidence and related documents will be retained by the County for on-site examination.
- E. If the performance of all or any part of the Work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Project Manager, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor required by the County as one of the terms of this

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Contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor required by the terms of the Contract, such suspension, delay, or interruption shall be considered as if ordered by the Project Manager in the administration of this Contract under the terms of the "Suspension of the Work" provision in Section 7.06 of this Contract. The period of such suspension, delay, or interruption shall be considered reasonable, and an adjustment shall be made for any increase in the cost of performance of this Contract, excluding profit, as provided in that clause, subject to all the provisions thereof.

- F. The term "environmental litigation." as used herein, means a lawsuit alleging that the Work will have an adverse effect on the environment or that the County has not duly considered, either substantively or procedurally, the effect of the Work on the environment.

6.05 CONTRACTOR'S LIABILITY INSURANCE

- A. The Contractor shall obtain and pay premiums for the following insurance for herself/himself and her/his subcontractors in connection with their operations under this Contract and at the job site until work is completed and accepted by Prince George's County.

1. **WORKER'S COMPENSATION:** An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. If there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

- | | |
|----------------------------|--|
| 1. Workmen's Compensation: | Maryland Statutory |
| 2. Employer's Liability: | \$500,000 per occurrence \$500,000 Disease Policy Limits \$500,000 Disease - each employee |

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (CGL):** An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Project; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards (XCU), wherever required. For contracts valued at less than \$5,000,000, the coverage under such an insurance policy or policies shall have limits not less than:

- | | |
|---|--|
| 1. Bodily Injury and Property Damage Liability: | \$2,000,000/\$2,000,000 per occurrence/ aggregate |
|---|--|

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- | | |
|----------------------------------|-------------|
| 2. Premises Medical Payments | \$5,000 |
| 3. Fire Legal Liability | \$500,000 |
| 4. Personal Injury / Advertising | \$1,000,000 |

Or combined single limit for all types not less than \$2,000,000

“Prince George's County Maryland” must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

For contracts valued between \$5,000,000 and \$25,000,000, the commercial general liability (CGL) limits shall be \$5,000,000, with excess or umbrella limits of \$5,000,000 to \$15,000,000. Also, the worker's compensation shall increase to \$1,000,000.

3. **AUTOMOBILE LIABILITY INSURANCE:** An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

Bodily Injury and Property Damage Liability: \$2,000,000 Combined Single Limit

“Prince George's County Maryland” must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to this Contract.

Contract employees are not permitted to operate any vehicle owned by Prince George's County whether in commission of the contract or outside of same.

OTHER TYPES OF INSURANCE THAT MAY BE REQUIRED DEPENDING ON THE NATURE AND SCOPE OF WORK TO BE PERFORMED UNDER THIS CONTRACT

4. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE:** (Also called Environmental Impairment Liability). Where it is anticipated that the contractor will be handling, removing, hauling or disposing of contaminants, pollutants or hazardous materials as a consequence of performing work under this contract, an insurance policy covering the liability of the Contractor must be in force. Such work would include the removal, storage, transport and disposal of hazardous waste, contaminated soil and or asbestos abatement. The policy should also include coverage for bodily injury, and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gas, waste materials or other irritants, contaminants or pollutants

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into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The coverage under such an insurance policy or policies shall have limits not less than: \$3,000,000 Per Occurrence.

The policy form shall include an extended reporting period of at least (3) years. This coverage shall be secured from an "A" rated insurance carrier acceptable to the County and in accordance with the information provided. The County shall be included as an additional insured. Prior to commencement of work on this contract the policy form shall be submitted to the County for review and approval.

The Contractor must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

5. **BUILDER'S RISK INSURANCE:** Where the alteration, renovation, repair or new construction of a County owned building or related structure is incorporated into the scope of work to be performed under this contract, the Contractor shall provide a Builder's Risk Insurance policy with limits equal to the initial contract amount and any amendments to the contract which affect the project cost on a replacement cost basis. The insurance shall be on an all-risks policy form including the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse and earthquake.

In addition to the Builders Risk Insurance an endorsement or a Separate Insurance Policy covering all risk of physical loss or damage to property to be used in, incidental to, or during the installation of and any resultant damage caused by installation in connection with this contract. The County shall be named as "Loss Payee" to the extent of the County's insurable interest, if any, in the property insured. The coverage under such policy shall have limits of liability in accordance with the value of the property insured.

6. **RAILROAD PROTECTIVE LIABILITY INSURANCE: TO BE INCLUDED IF WORK IS TO BE PERFORMED ON OR WITHIN 50 FEET OF RAIL ROAD PROPERTY.** An insurance policy issued to the County covering the liability of the Contractor for the work to be performed on, adjacent to, above or underneath an operating railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of the Contractor resulting from performance on this contract.

Such insurance shall be written on the ISO Form. The coverage under such an insurance policy shall have a limit of liability not less than:

Bodily Injury and Property Damage Liability: \$5,000,000 per occurrence /
\$10,000,000 aggregate

7. **PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE:** **TO BE INCLUDED ON ALL DESIGN / BUILD CONTRACTS.** A separate insurance policy to pay on behalf of the Contractor all costs the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or

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omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of performance under this contract. The coverage under such an insurance policy shall have a limit of liability not less than:

Bodily Injury and Property Damage Liability: \$1,000,000 per occurrence / \$3,000,000 aggregate

B. SPECIAL PROVISIONS FOR INSURANCE: The following special provisions and conditions are part of the insurance requirements.

- (1) The Contractor shall forward to the County a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to the County, rated by A.M. Best and carry at least an "A" Rating. In addition to the aforementioned provisions; such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the Contract, unless the County is given thirty (30) calendar days written notice before any change or cancellation is made effective.
- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the **assigned contract number**. The County shall be shown as a certificate holder on all insurance certificates issued.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the County and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County's approval or failure to disapprove insurance furnished by The Contractor shall not release the Contractor from full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the County reserves the right to terminate this Contract.
- (5) The Contractor shall require each subcontractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the County when requested prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this Contract.
- (6) Any contract of insurance or indemnification naming the County, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the County, et al are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.

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- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the Contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the Contract until all required insurance certificates or evidence of self-insurance have been received.
- (8) The County's Risk Management Office reserves the right to review the insurance certificates of all of the Contractor's subcontractor's prior to their initiation of work under this contract. Where modifications of their Certificates of Insurance are determined necessary, the Contractor shall direct the subcontractor to make the necessary changes to bring the certificate into compliance with the terms of the Contract.

6.06 ASSIGNMENTS

The Contractor shall not assign or transfer its interest or any sums due under the Contract without the prior written consent of the County. The Contractor shall not sublet the work as a whole or sublet it by trades or other portions in any amount of more than sixty percent (60%) of the monetary value of the direct construction cost. The remaining forty percent (40%) shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs of insurance, overhead, supervision, etc., may not be claimed as a portion of the forty percent (40%) mentioned above. The execution of Work by a subsidiary of the Contractor may or may not be considered direct employment at the discretion of the County.

6.07 PAYMENT OF SUBCONTRACTORS

- A. Final payment which may include any outstanding retained percentage shall not be made until the Contractor shall deliver to the County receipt for full payment to all subcontractors to include release of liens (See Section 8.01, SCOPE OF PAYMENT).
- B. If any subcontractor refuses to provide a receipt for payment and release of lien, the Contractor may obtain final payment by providing the County with a bond satisfactory to the County for payment to subcontractors as a condition of fulfilling any contractual obligation, including warranties, or losses resulting from subcontractors' failure to fulfill such obligations. Under the bond, the Contractor shall refund the County all monies paid to subcontractors or losses incurred, including all costs and reasonable attorney's fees.

6.08 RELATIONSHIP OF CONTRACTOR TO PUBLIC OFFICIALS AND EMPLOYEES

- A. In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Project Manager or other authorized representatives of the County, it being understood that in all such matters they act solely as agents and representatives of the County.

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- B. The County may terminate the right of the Contractor to proceed under this Contract if it is found by the Purchasing Agent that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a Contract or securing a favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performing of such Contract. The facts upon which the Purchasing Agent makes such findings may be reviewed in any competent court.
- C. In the event this Contract is terminated as provided in Paragraph B above, the County shall be entitled:
 - 1. To all amounts which the County has paid on the Contract; and
 - 2. To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, including damages to which it may be entitled by law.
- D. The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- E. Conflict of Interest

As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finders fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any Contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the County. Whenever any person shall be convicted of falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding One Thousand Dollars (\$1,000) or imprisonment not exceeding six months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any Contract entered into by Prince George's County, Maryland.

6.09 NO WAIVER OF LEGAL RIGHTS

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- A. The County shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after Final Completion of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, from showing that the Work or materials do not in fact conform to the requirements of the Contract. The County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate, and payment from recovering from the Contractor or Contractor's sureties, or both, such damage as the County may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance
by the County or any representative of the County shall operate as a waiver of any portion of the Contract or of any power herein or of any right to damages.
- B. The failure of the County to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract Documents or to exercise any right therein contained or provided shall not be construed to be a waiver or relinquishment of such provision or right, or the right to subsequently demand such strict performance or exercise such right and the rights shall continue unchanged and remain in full force and effect.
- C. In case any one or more of the provisions contained in the Contract Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Contract Document which shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

6.10 ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor sells, transfers, and assigns to the County all right, title, and interest of and into any cause of action arising at any time before the date of this assignment or during the performance of this Contract under the Antitrust Laws of the United States, including Section 1 of the Sherman Act and the Antitrust Law relating to the purchase by the Contractor or the County of any products from any supplier or source whatever that is incorporated in the structure built under the terms of this agreement. The Contractor hereby certifies that the above causes of action are lawfully owned and that no previous assignment of same has been made nor has the same heretofore been attached or pledged in any manner whatsoever.

6.11 FEDERAL PARTICIPATION

If the United States Government pays all or any portion of the cost of a Project, the Work under this Contract shall be subject to inspection by the appropriate Federal agency. Such inspection shall in no sense make the Federal government a party to this Contract and will not interfere in any way with the rights of either party hereunder.

6.12 CLAIMS AND DISPUTES

- A. Except as otherwise provided for in the Contract Documents, any claim, dispute or other matter in question concerning a question of fact regarding the Contract, work performance or payment, shall initially be referred to the Chief, Construction Division, Office of Engineering and Project Management, Department of Public Works and Transportation for resolution.
- B. If the dispute or claim is not resolved at the Division Chief level, the claim or dispute arising under these Contract Documents shall be administered by the Contract Administrator and handled in accordance with Sections 10A-104 and 10A-107 of the County Code and Chapter XXV.1 of the County's Procurement Regulations. These Regulations provide that all claims and disputes arising under a contract shall be submitted in writing by the contractor to the Contract Administrator within thirty (30) calendar days after the occurrence of the event giving rise to the claim or dispute.
- C. This Contract shall be governed by the laws of the County and the State and nothing in this Contract shall be interpreted to preclude the parties from seeking, after completion or termination of the contract, any and all remedies provided by the law.
- D. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the County shall continue to make payments to the Contractor in accordance with this Contract.
- E. Under no circumstances will a claim be allowed for periods during which a Stop Work Order is in effect due to an act, error, or omission for which the Contractor is responsible.
- F. No profit or overhead which includes rental of equipment and the salaries of supervisory personnel will be allowed the Contractor for stoppage of Work when written notice of such stoppage or impending stoppage is not given reasonably in advance by the Contractor so that the County can take action to prevent such stoppage.
- G. No compensation for extra costs will be granted which includes cost of delays or Work stoppage due to strikes, lockouts, fire, unusually severe weather, avoidable casualties, or damage or delay in transportation for which the County is not responsible; only time extensions in accordance with Section 6.04, Paragraph E, will be granted.
- H. No payment will be made for increased Payment or Performance Bond premiums as a result of any act or omission by the County which results in a claim.

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- I. No claim by the Contractor for an equitable adjustment hereunder shall be allowed or asserted after final payment under this Contract.
- J. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute proceedings, and the County shall continue to make payments to the Contractor in accordance with the Contract Documents.
- K. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the work specified in this contract, any amendment hereto and/or any change order hereto. Such delays or hindrances, if any, may be compensated for by a non-compensable extension of time for such reasonable period as the County may decide. Time extensions shall be granted only for excusable delays, such as delays beyond the control and without the fault or negligence of the Contractor.

6.13 VARIATIONS IN ESTIMATED QUANTITIES

- A. The County reserves the right to increase or to decrease the quantity of material to be furnished or work to be done under any item within the proposal, provided, that the amount of change, based on the Contract bid prices, for each item does not exceed twenty five percent (25%) of the total value of all of the quantities bid upon. If the amount of change of an individual item does not exceed twenty five percent (25%) of the total value of the work, the Contract bid prices will remain as bid. If the amount of change of an individual item exceeds twenty five percent (25%) of the total value of the work, a supplemental agreement or change order will be executed between the Contractor and the County, to establish the Contract bid price for that item. The revised Contract price for the item shall only be applicable to that quantity of the bid item that exceeds the one hundred twenty five percent (125%) amount of the original total bid. No work will be done on an item that is affected by a change order that will result in a supplementary agreement or change order until the supplementary agreement or change order is executed.
- B. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contract time may be increased by such amount as may be determined by the County. Extension to the Contract time may be granted for other reasons at the discretion of the County as outlined in Section 3.05. No allowance shall be made for delay or suspension of the work due to the fault of the Contractor. All requests for extension of time in which to perform the Contract shall be submitted in writing, in duplicate, to the County for approval. If during the progress of the work, it becomes apparent that an extension of time is necessary to complete the work, the Contractor shall submit for approval a request for such time extension immediately.

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6.14 COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- A. 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.
- B. It is not in arrears with respect to the payment of any monies due and owing to the County 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.
- C. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

6.15 NOTICE TO PROCEED

After the Contract has been executed, the County will issue to the Contractor a Notice to Proceed and this notice will stipulate the date on or before which the Contractor is expected to begin the Work. The specified Contract Time shall begin on the day stipulated in the Notice to Proceed. Any preliminary Work started or materials ordered before receipt of the Notice to Proceed, shall be at the risk of the Contractor.

6.16 PROSECUTION OF THE WORK

- A. Time is an essential element of the Contract and all time limits in the Contract Documents are of the essence of the Contract. Contractor shall prosecute the Work and its obligations under the Contract vigorously until full completion.
- B. The date of commencement of the Work is the date established in the Notice To Proceed.
- C. If the Contractor is delayed at any time in the progress of the Work by any act or omission of the County or any of its officers, agents, or employees or by any separate contractor employed by the County, or by any changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or by a cause which the County determines may justify any delay, then the Contract Time will be extended for such time as the County may authorize.
- D. It is expressly understood and agreed by and between the Contractor and the County that the time for the completion of the Work is a reasonable time for completion of

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the same, taking into consideration the average climatic range and the usual business conditions prevailing in the locality of the Project.

6.17 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. Except as herein elsewhere provided, until final acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall take every reasonable precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether rising from the execution or from the non-execution of the work. The Contractor, except as herein elsewhere provided, shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof. Material lost or structures damaged as a result of faulty temporary drainage during construction or the action of the elements shall be replaced or repaired by the Contractor at no cost to the County. The Contractor shall make good or replace at the Contractor's own expense and as required, any County furnished material which may be broken, lost through theft, or otherwise damaged, or in any way made useless for the purpose and use intended subsequent to delivery to the Contractor by the County and prior to final acceptance of the work even though such breakage, damage, loss or uselessness may result from causes beyond the control of the Contractor.
- B. In case of suspension of work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings and soddings furnished under this Contract, and shall take adequate precautions to protect new growth and other important vegetative growth against injury.

6.18 ENGINEER'S OFFICE AND PROJECT SIGN

- A. General:
Where the Proposal contains a Bid Item for the furnishing and equipping of an Engineer's Office, the Contractor shall provide an office for the use of the Engineer and Inspectors consisting of the following:
- B. Material:

The office and equipment shall be the type specified in the Contract and as set forth by the State Highway Administration (SHA) Standard Number identified in the Contract and Section 103 of the SHA *Standard Specifications for Construction and Materials, including supplement special provision and special provision insert.*

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C. Project Sign:

The office shall be provided with an exterior sign, attractively painted at least four feet (4') long and one foot (1') high, lettered to read as follows:

FIELD OFFICE, REVENUE AUTHORITY,
PRINCE GEORGE'S COUNTY, MARYLAND.

D. Trash Containers:

The Contractor shall provide covered trash containers at the construction site as called for in the Contract and as directed by the Engineer. The containers shall be emptied by the Contractor as required by disposing of the contents at the County Landfill.

E. Equipment:

The Contractor shall provide the following equipment for use by the Engineer:

1. Two separate telephone lines for:
 - a. Regular Use
 - b. Fax Line
2. A locked facility bolted to the wall and raised off the floor to be used for storing computer equipment and a locked storage cabinet of sufficient size to store a surface moisture density gauge and other testing equipment required for the Work.
3. A modern copy machine with single stop action shall be provided in the Field Office. Paper and service will be supplied as needed by the Contractor.
4. One plain paper Fax machine.
5. A business telephone with the following features:
 - a. Ten (10) number one touch auto dialer plus (10) number speed dialer
 - b. On-hook dialing
 - c. Hold, last number redial and pause.

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All electronic equipment is to be supplied with the manufacturer's standard warranty and the facsimile machine, copier and computer are to become the property of the Contractor at the conclusion of the project.

7.01 PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct the Work in such a manner as to ensure the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be provided. Equipment and/or materials stored upon the Project shall be placed so as to cause a minimum of obstruction to the public. Sprinkling shall be performed at the direction of the Engineer. The Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access, roads and bridges, as may be necessary to accommodate traffic diverted from the Project under construction or using the Project under construction, and shall provide and maintain in a safe condition temporary approaches to, and crossing of, the Project. Existing County facilities planned to be removed, but which might be of service to the public during construction, are not to be disturbed until other and adequate provisions are made. Existing mailboxes shall be maintained or reset in positions accessible to the public and to mail deliveries during construction and subsequent to construction in their final locations in a satisfactory condition. Within the project limits, snow shall be plowed, ice shall be treated and potholes shall be filled. On County facilities occupied by railroad tracks, temporary platforms for the entrance and exit of passengers to and from the railway cars shall be provided and maintained by the Contractor in an approved manner. Fire hydrants on or adjacent to the Project shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within fifteen feet (15') of any such hydrant. All footways, gutters, sewer inlets, and portions of the Project including the work under construction shall not be obstructed more than is absolutely necessary. Work closed down for the winter or at any other time shall be left entirely accessible at all points to fire apparatus.

7.02 BARRICADES AND WARNING SIGNS

- A. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. All highways and other facilities closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness with electric lights.
- B. The Contractor shall furnish, erect and maintain warning and direction signs in the number and at locations designated in the Contract throughout the limits of the project. For street and highway type traffic, the signs shall conform in every respect to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. Signs must be freshly painted and adequately reflectorized before being placed on any project. No work may be performed or begun unless adequate signs of the proper category are in place.
- C. In cases where the Contractor's sequence of operations results in grade differentials which would be hazardous to vehicular or pedestrian traffic, the Contractor will, at

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the direction of the County and at no additional cost to the County, provide suitable substantial traffic barriers to the extent determined by the Engineer.

7.03 PRESERVATION, PROTECTION, AND RESTORATION OF PROPERTY

- A. The Contractor shall not enter upon public or private property (outside of the right of way or project area) for any purpose without obtaining permission and he shall be responsible for the preservation of all public and private property, trees, monuments, signs and markers and fences thereon, and shall use every precaution necessary to prevent damage or injury thereto. All Department signs and markers that are affected by the work shall be carefully removed when grading operations begin and be delivered to the County. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures; shall protect carefully from disturbances or damages all land monuments and property marks until the Engineer has referenced their location; and shall replace them as directed by the Engineer.
- B. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury, in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty eight (48) hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

7.04 PROGRESS SCHEDULE

- A. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall furnish the County with a "Progress Schedule" showing the proposed order of work and indicating the time as elsewhere described in the Contract, required for the completion of the work. The Progress Schedule shall be used to establish major construction operations and to check on the progress of the work. The Contractor shall submit revised progress schedules as directed by the Engineer.
- B. If the Contractor fails to submit the Progress Schedule within the time prescribed, or the revised schedule within the requested time, the County may withhold approval

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of progress payment estimates until such time as the Contractor submits the required progress schedules or may terminate the Contract for default.

- C. If, in the opinion of the Engineer, the Contractor falls significantly behind the approved Progress Schedule, the Contractor shall take any and all steps necessary to improve progress. This may require the Contractor to increase the number of shifts, initiate or increase overtime operations, increase days of work in the work week, or increase the amount of construction plants, or all of them. The County may also require the Contractor to submit, for approval, supplemental Progress Schedules detailing the specific operational changes to be instituted to regain the approved schedule, all without additional cost to the County.
- D. Failure of the Contractor to comply with the requirements of the Engineer under this provision shall be grounds for determination by the Engineer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the County may terminate the Contractor's right to proceed with the work, or any separable part thereof, in accordance with Section 7.09 of these General Conditions.

7.05 PROGRESS PHOTOGRAPHS

Sufficient photographs shall be taken prior to starting construction to cover the entire limits of the project with a minimum of twelve (12) pictures. A like number of final pictures shall be taken after all work has been completed and final cleanup has been made.

Suitable color photographs to show construction operations and progress of the work shall be taken by the Contractor at least once a month with at least six (6) pictures taken. The Contractor shall photograph all disputed items of the Work. Photographs shall be 8 x 10 inches, and shall be placed in sleeves and laced into a 3 ring binder. They shall be properly identified as to Contract number, location, date taken and numbered consecutively start with Number 1, in the order in which taken. This information shall be placed in the margin at the bottom.

One (1) print and one (1) negative of each view shall be furnished to the County as soon as practicable after the pictures have been taken. All expenses connected with furnishing and delivering prints and negatives shall be considered a subsidiary obligation of the various payment items of the Contract.

7.06 SUSPENSION OF THE WORK

- A. The County may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for a period of time as the County may determine to be appropriate:
 - 1. For the convenience of the County;

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2. Due to the failure of the Contractor to correct conditions unsafe for the workers or the general public;
 3. Due to the failure of the Contractor to carry out the requirements of the Contract Documents, or as directed in conformance with the Contract Documents for conditions considered unsuitable for the prosecution of the work.
- B. If the performance of all or any part of the Work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the County in the administration of the Contract, or by the County's failure to act within the time specified in this Contract, or if no time is specified, within a reasonable time, an adjustment shall be made for any increase in the cost of performance of this Contract, excluding profit, necessarily caused by an unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:
1. That performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or,
 2. For which an equitable adjustment is provided for or excluded under any other provision of this Contract.

7.07 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work should be stopped under an order of any court, or other public authority, for a period of ninety (90) calendar days, through no act or fault of the Contractor, then the Contractor may, upon seven (7) calendar days written notice to the County's Project Manager, stop Work or terminate this Contract and receive from the County payment of all complete Work in accordance with the provisions of Article 8 of these General Conditions.

7.08 COUNTY'S RIGHT TO TERMINATE FOR ITS CONVENIENCE

- A. The performance of Work under this Contract may be terminated by the County in accordance with this section in whole or in part from time to time, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective.
- B. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
1. Stop Work under the Contract on the date and to the extent specified in the notice of termination;

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2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of the portion of the Work under the Contract that is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the County, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its direction, to cause the Contractor to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such terminations or orders and subcontracts, with the approval or ratification of the County to the extent they may require, which approval or ratification shall be final for all the purpose of this clause;
6. Transfer title and deliver to the County in the manner, at the times, and to the extent, if any directed by the Purchasing Agent,
 - a. The fabricated or unfabricated parts, Work in process, completed Work, and supplies; and,
 - b. Other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and other property which, if the Contract had been completed, would have been required to be furnished to the County.
7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Purchasing Agent, any material of the types referred to in (6) above; provided, however, that the Contractor
 - a. shall not be required to extend credit to any purchaser; and,
 - b. may acquire any such material under the conditions prescribed by and at a price or prices approved by the Purchasing Agent; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Purchasing Agent may direct. The Contractor may submit to the Purchasing Agent a list, certified as to

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quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Purchasing Agent and may request the County to remove such items or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Purchasing Agent upon removal of the items or, if the items are stored, within forty-five (45) calendar days from the date of submission of the list. Any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

8. Complete performance of such part of the Work that has not been terminated by the notice of termination; and,
9. Take any action that may be necessary, or as the Purchasing Agent may direct, for the protection and preservation of the completed work or material related to this Contract which is in the possession of the Contractor and in which the County has or may acquire an interest.

C. After receipt of a notice of termination, the Contractor shall submit to the Purchasing Agent the Contractor's termination claim, in the form and with certification prescribed by the Purchasing Agent. Such claim shall be submitted promptly, but in no event, later than thirty (30) calendar days from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Purchasing Agent may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

- D. Subject to the provisions of Paragraph C, the Contractor and the Purchasing Agent may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this section, which amount or amounts may include a reasonable allowance for profit on Work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in Paragraph E of this section, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Purchasing Agent to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this section, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Paragraph D.

- E. In the event of the failure of the Contractor and the Purchasing Agent to agree, as provided in Paragraph D, upon the whole amount to be paid to the Contractor by

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reason of the termination of Work pursuant to this section, the Purchasing Agent shall pay the Contractor the amounts determined by the Purchasing Agent as follows, but without duplication of any amounts agreed upon in accordance with Paragraph D:

1. With respect to all Contract Work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:
 - a. The cost of the Work;
 - b. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Paragraph B.5 above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor before the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under (a) above; and
 - c. A sum, as profit on (a) above, determined by the Purchasing Agent to be fair and reasonable provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be allowed under this subdivision (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.
2. The reasonable cost of the preservation and protection of completed work or materials incurred pursuant to Paragraph B.9 and any other reasonable cost incidental to termination of work under this Contract.

The total sum to be paid to the Contractor under (1) above shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the Purchasing Agent, of property which is destroyed, lost, stolen, or damaged so as to be undeliverable to the County, or to a buyer pursuant to Paragraph B.7.

- F. The Contractor shall have the right of appeal, under Section 6.12 of this Contract entitled "Disputes," from any determination made by the Purchasing Agent under Paragraph C, E, or I hereof, except that if the Contractor has failed to submit a claim within the time provided in Paragraph C or I thereof, and has failed to request

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extension of such time, the Contractor shall have no such right of appeal. In any case where the Purchasing Agent has made a determination of the amount due under Paragraph C, E, or I hereof, the County shall pay to the Contractor the following:

1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Purchasing Agent; or,
 2. If an appeal has been taken, the amount finally determined on such appeal.
- G. In arriving at the amount due the Contractor under this section there shall be deducted:
1. All unliquidated advances or other payments or account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
 2. Any claim which the County may have against the Contractor in connection with this Contract; and,
 3. The agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this section, and not otherwise recovered by or credited to the County.
- H. If the termination hereunder be partial, the Contractor may file with the Purchasing Agent a claim for or an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract, the portion not terminated by the notice of termination, and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this section shall be asserted within thirty (30) calendar days from the effective date of the termination notice, unless an extension is granted in writing by the Purchasing Agent.
- I. The County, may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor whenever in the opinion of the Purchasing Agent the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this section, such excess shall be payable by the Contractor to the County upon demand together with interest computed at the legal rate for the period from the date such excess payment is received by the Contractor to the date on which the excess is repaid to the County; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until forty-five (45) calendar days after the date of the retention or disposition, or a later date as determined by the Purchasing Agent by reason of circumstances.

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- J. Unless otherwise provided for in this Contract or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three (3) years after the final settlement under this Contract, preserve and make available to the County at all reasonable times at the office of the Contractor but without direct charge to the County, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or to the extent approved by the Purchasing Agent, photographs, or other authentic reproductions thereof.
- K. If the County Council fails to approve an appropriation of funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided however, that this will not affect either the County's right or the Contractor's rights under any termination clause in this Contract. The effect of the termination of this Contract hereunder will discharge both the Contractor and the County from future performance of this Contract, but not from their right and obligations existing at the time of termination. The County shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

7.09 TERMINATION FOR DEFAULT, DAMAGES FOR DELAY, TIME EXTENSIONS

- A. If the Contractor refuses or fails to prosecute the Work or any separable part thereof, with such diligence as shall insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said Work within this time, the County may, by Written Notice to the Contractor, terminate the Contractor's right to proceed with the Work or the part of the Work as to which there has been delay. In this event, the County may take over the Work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the Work, the materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated the Contractor and Contractor's sureties shall be liable for any damage to the County resulting from Contractor's refusal or failure to complete the Work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the Contract, and if the County so terminates the Contractor's right to proceed, the resulting damage shall consist of such liquidated damages until a reasonable time as may be required for final completion of the Work together with any increased costs occasioned for the County in completing the Work.

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- C. If fixed and agreed liquidated damages are provided in the Contract, and if the County so terminates the Contractor's right to proceed, the resulting damage shall consist of these liquidated damages until the Work is completed or accepted.
- D. The Contractor's right to proceed may not be so terminated nor the Contractor charged with resulting damages if:
 - 1. The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, Acts of God, acts of the public enemy, acts of the County in either their sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - 2. The Contractor, within ten (10) calendar days from the beginning of any such delay, unless the Engineer grants a further period of time before the date of final payment under the Contract, notifies the Purchasing Agent in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Engineer's judgment, the findings of fact justify such an extension, and such findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the Section 6.12 of this Contract, entitled "Claims and Disputes."
- E. If, after notice of termination of the Contractor's right to proceed under the provisions of Paragraph A of Section 7.09, it is determined for any reason that the Contractor was not in default, or that the delay was excusable under said provisions, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to that clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the County, the Contract shall be equitably adjusted to compensate for the termination and the Contract modified accordingly. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Section 6.12 of this Contract entitled "Claims and Disputes."
- F. The rights and remedies of the County provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- G. As used in Paragraph D (1) of this section, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

7.10 TERMINATION FOR DEFAULT--GROUNDS OTHER THAN FOR LACK OF DILIGENCE

If the Contractor fails to fulfill its obligations under the Contract properly and on time or otherwise violates any of the provisions of the Contract not governed by Section 7.09 of these General Conditions, the County may at any time (including after Substantial Completion of the Work), terminate the whole or any part of the Contract for default by Written Notice of default to the Contractor.

7.11 ACCEPTANCE FOR MAINTENANCE

A. Partial Acceptance for Maintenance

If at any time during the performance of the work the Contractor substantially completes a unit or portion of the work, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, the County may accept that unit as being completed and the Contractor may be relieved of further maintenance responsibility for that unit. Generally, partial acceptance for maintenance will only be considered when the County feels that such action is in the public interest. Such partial acceptance for maintenance shall in no way void or alter any of the terms of the Contract.

B. Final Acceptance for Maintenance

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer shall make a construction inspection and if at such inspection all construction provided for and contemplated by the Contract is found completed, such inspection shall constitute the final inspection and the Engineer shall make the acceptance for maintenance as of that date, and the Contractor shall be notified of such acceptance in writing. After acceptance for maintenance the County will assume responsibility for maintenance except where otherwise provided by the Contract.

7.12 FAILURE TO COMPLETE ON TIME/LIQUIDATED DAMAGES

A. This section is in addition to provisions concerning liquidated damages set forth elsewhere in the Contract.

B. For each calendar day that any Work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract, the Contractor shall be liable for liquidated damages in the amount specified in the Procurement Request per calendar day late provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of Work as granted by approved Change Orders.

- C. The County shall have the right to deduct, retain, offset and recoup out of the monies due to or become due to the Contractor hereunder, the amount of liquidated damages, and in case the amounts due the Contractor are less than the amount of such damages, the Contractor shall be liable to the County for the difference.

7.13 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- A. When the Contractor proposes that the Work has reached Substantial Completion, the Contractor shall notify the County that the Work will be ready for the final inspection and test on a definite date. Sufficient notice shall be given to permit the County to schedule the final inspection.
- B. On the basis of the inspection, if the County determines that the Work has reached Substantial Completion and the Project can be occupied or used for its intended purpose, the County shall establish the date of Substantial Completion and shall fix the date upon which the guarantee will begin by issuance of a certificate of substantial completion.
- C. After conducting its inspection under paragraph B above, the County shall fix the time within which the Contractor shall complete any remaining items of Work which may be indicated on a list prepared by the County. If the Contractor fails to complete the remaining items so listed in the time stipulated, the County shall have the undisputed right to complete the Work and deduct any cost incurred from any monies retained under the Contract.
- D. Final payment shall not be made until Final Completion of the Work.

7.14 FINAL CLEAN UP

Upon completion of the work specified in the Contract and before final payment will be made, the construction area and all other adjoining areas occupied by the Contractor during the construction of said Contract shall be cleaned of all surplus and discarded materials, spilled materials, excess materials left deposited on the permanent work as a result of the Contractor's operations, false work, and rubbish and temporary structures and buildings, that were placed thereon by the Contractor. The adjoining areas mentioned above, outside the normal "pay limits" for seeding, will be reshaped, seeded and mulched, or otherwise restored as directed by the Engineer at the Contractor's expense.

7.15 WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties at law or set out elsewhere in this Contract, the Contractor warrants for one year after substantial completion of the work, that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed

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by the Contractor or any of his subcontractors or suppliers at any tier. With respect to any part of the work which the County takes possession of prior to final acceptance, such warranty shall continue for a period of one (1) year from the date the County takes possession. Under this warranty, the Contractor shall remedy at the Contractor's expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder will run for one (1) year from the date of such repair or replacement. (The one (1) year warranty term does not apply to federal funded projects).

- B. The County shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect or damage.
- C. Should the Contractor fail to remedy any failure, defect, or damage described in (A) above within seventy two (72) hours after receipt of notice thereof, the County shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.
- D. In addition to the other rights and remedies provided by this clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the County, be enforced by the Contractor for the benefit of the County. In such case if the Contractor's warranty under (A) above has expired, any suit directed by the County to enforce a subcontractor's, manufacturer's or supplier's warranty shall be at the expense of the County. The Contractor shall obtain any warranties that the subcontractors, manufacturers or suppliers would give in normal commercial practice.
- E. If directed by the Engineer, the Contractor shall require any such warranties to be executed in writing to the County.
- F. Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair or any defects of material or design furnished by the County nor for the repair of any damage which results from any such defect in County furnished material or design.
- G. The warranty specified herein shall not limit the County's rights under Section 7.11 Acceptance for Maintenance clause of this Contract.

7.16 NOTICE TO COUNTY OF LABOR DISPUTES

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- A. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the County.
- B. The Contractor agrees to insert the substance of this Section, including this Paragraph (B), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the subcontractor's next higher tier subcontractor, or the prime Contractor, as the case may be, of all relevant information with respect to such dispute.

7.17 CONTRACTOR PERFORMANCE EVALUATION

An evaluation of the Contractor's and subcontractor's performance on the Contract shall be made on a periodic basis by the County, and shall be used to assist the County in the consideration of future Contract award decisions. A copy of each such evaluation form shall be provided to the Contractor upon its completion.

8.01 SCOPE OF PAYMENTS

- A. Payment to the Contractor will be made for the actual quantities of Contract items performed in accordance with the Plans and Specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the bid scheduled, the Contract unit prices will still prevail, except as provided in Section 6.13 Variations in Estimated Quantities.
- B. The payment of any partial estimate or of any retained percentage except by and under the approved final estimate and voucher, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.
- C. When requested in writing by the Contractor and approved by the Engineer, payment allowance will be made for nonperishable material to be incorporated in the work delivered and stockpiled at the work site or other approved site. Material for which payment has been made, wholly or partially, shall not be removed from the work site or other approved site.
- D. Payment to the Contractor under this section for materials on hand in no way will be construed as acceptance by the County of title to the material. Title shall remain with the Contractor until the project has been completed and accepted in accordance with Section 7.11.
- E. The Contractor shall indicate his Federal Tax Identification or Social Security Number on the face of each invoice billed to the County.
- F. On Contracts in excess of Twenty Five Thousand Dollars (\$25,000), the Contractor prior to receiving a progress or final payment under this Contract, shall first certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payments, from the proceeds of the progress or final payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them. This certification may be required by the Engineer for Contracts of Twenty Five Thousand Dollars (\$25,000) or less.
- G. The Contractor shall also obtain from each subcontractor a certification that it has made payment from proceeds of prior payments to any of its lower tier subcontractors, and will make timely payments to its lower tier subcontractors and suppliers in accordance with its contractual arrangements with them. This certification is not required from subcontractors who have no lower tier subcontracts. These certifications may be required by the Engineer for contracts of \$25,000 or less.

In addition to any other remedies provided by law or this Contract, any Contractor or subcontractor of any tier who fails to make payment as required by the

certification set forth in the above paragraphs within thirty (30) calendar days from the date such payments are due shall be obligated to include with such payment interest at the rate of ten percent (10%) per annum from the date the payment was due to the date the payment was actually made to the subcontractor or lower tier subcontractor.

8.02 FORCE ACCOUNT WORK

- A. When the Contractor is required to perform or has performed Work as a result of additions or changes to the Contract for which there are no applicable unit prices in the Contract, the County and the Contractor shall make every effort to come to an agreed upon price for the performance of such Work. If an agreement cannot be reached, the County may require the Contractor to do or have such Work done on a force account basis to be compensated in accordance with the following:

1. Labor

For all labor and for foremen in direct charge of the specific operations, the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such Work. The Contractor shall receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health, welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.

2. Materials

For materials accepted by the County and used, the Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid exclusive of machinery rentals as hereinafter set forth.

3. Equipment

For any machinery or special equipment, other than small tools, whether rented or owned, the use of which has been authorized by the Engineer, the Contractor shall receive the rates agreed upon in writing before such Work is begun, or the Contractor shall receive those rates which may be specified elsewhere in the Contract. For purposes of definition, equipment with a new cost of Five Hundred Dollars (\$500) or less will be considered small tools.

4. Materials and Supplies Not Incorporated in the Work

For materials and supplies expended in the performance of the Work, excluding those required for rented equipment, and approved by the County, the Contractor shall receive the actual cost of such materials and supplies used.

5. Bond, Insurance, and Tax

For bond premiums, property damage, liability, and Worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account Work, the Contractor and County shall determine an equitable percent to be applied against the labor cost, premium pay and fringes excluded.

6. Subcontractors

For work done solely by a subcontractor, the subcontractor's cost is to be determined as in A (1-5) above. The allowable percentages for combined overhead and profit shall be determined in accordance with Paragraph A.8 below. The Contractor shall be entitled to an allowance of eight percent (8%) of the subcontractor's total cost of doing the Work.

7. Superintendence

No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

8. Subcontractor's Overhead and Profit

The allowance to the subcontractor for its overhead and profit will be at the following scale:

| Value of Work: | Combined Overhead and Profit |
|---------------------|-----------------------------------|
| \$ 0 - \$ 1,000 | 25% |
| \$ 1,001 - \$ 5,000 | 20% |
| \$ 5,001 - \$10,000 | 17% |
| \$10,001 - \$25,000 | 15% |
| over - \$25,000 | negotiated, but not more than 10% |

B. Compensation

The compensation, as set forth above, shall be received by the subcontractor as payment in full for the Work done on a force account basis. At the end of each work day, the subcontractor's representative and the County shall compare records of the cost of Work as ordered on a force account basis.

C. Statements

No payment will be made for Work performed on a force account basis until the subcontractor furnishes the County duplicate itemized statements of the cost of such force account Work detailed as to the following:

1. Name, classification, date, daily hours, total hours, rate, and extension for laborers and foremen.
2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment rented, other than small tools.
3. Quantities and prices of materials.
4. Charges for transportation of materials paid by the Contractor.
5. Cost of property damage, liability, and Worker's compensation insurance premiums, unemployment insurance contributions, and social security tax.
6. Statements for payments of items under Paragraphs (3) and (4) shall be accompanied by original receipted invoices for materials used and transportation charges, if, however, the materials used in the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock. Then, in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of the subcontractor which shall certify that such materials were taken from their stock, that the quantity claimed was actually used and that the price and transportation of the materials as are claimed represent actual cost.

8.03 PROGRESS PAYMENTS/RETAINAGE

If the Work included in the Contract is of an amount extending over a period of more than one (1) month, the Contractor shall receive monthly estimates based on the proportion of the Contract completed and acceptable to the Engineer; materials delivered to the site and preparatory work done may be taken into consideration by the Engineer in preparing the estimates. Such estimates shall be for sums of not less than Five Hundred Dollars (\$500.00). The Contractor agrees that the allowance of a monthly estimate by the County does not constitute final acceptance of the Work. Each consecutive monthly estimate shall be certified by the Engineer and filed to the County. Five percent (5%) of each estimate,

plus the amount of any unsatisfied claims filed against the County for labor and materials, shall be deducted from the monthly payments due the contractor and held as retainage until the completion of the project. The five

percent (5%) retainage will be deducted from the total Contract value including authorized extras and additions.

The five percent (5%) of the total Contract value retained by the County will not be released until acceptance of the entire Contract. The Contractor shall indicate his concurrence with those items and quantities of Work completed by having his representative sign each monthly estimate certified by the inspector. Monthly estimates shall be considered as an approximation only, and before the final estimate is allowed and final acceptance made on this Contract, the Engineer may require the Contractor to furnish a list of all persons furnishing labor or materials, with satisfactory evidence that such persons have been paid in full. Should a reasonable doubt arise during construction as to the adequacy of any part of the completed Work, the estimate for that portion shall not be allowed until the cause for such doubt has been removed.

8.04 DEDUCTIONS FOR UNCORRECTED WORK

If the County deems it inexpedient to correct Work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

8.05 PAYMENTS WITHHELD

- A. The County may withhold payment of a monthly estimate for or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the County from loss on account of:
 - 1. Defective Work not remedied;
 - 2. Claims filed or reasonable evidence indicating probable filing of claims;
 - 3. Failure of the Contractor to make payments properly to subcontractor for material or labor;
 - 4. A reasonable doubt that the Contract can be completed for the balance then unpaid; or
 - 5. Damage to another contractor.
- B. When the above grounds are removed, payment shall be made for the amount withheld because of them.

8.06 FINAL ACCEPTANCE AND FINAL PAYMENT

- A. When the Contractor has completed a Contract, and it has been accepted for maintenance in accordance with the provisions of Section 7.11, the County will promptly proceed:
1. To make any necessary final surveys;
 2. To complete any necessary computation of quantities; and
 3. To submit to the Contractor within sixty (60) calendar days after final completion and acceptance of the project by the Engineer for maintenance, for consideration, a tabulation of the proposed final quantities. This tabulation shall be accompanied by a statement setting forth:
 - a. the additional work performed under change orders and/or supplemental agreements;
 - b. the authorized extension of time;
 - c. the number of calendar days which have been charged against the Contractor as having been used to complete the Contract; and
 - d. any deductions, charges or liquidated damages which have been made or imposed.
- B. The Contractor shall then have a period of ten (10) calendar days, dating from the date upon which the aforementioned tabulation was received from the County, in which:
1. To decide whether or not they will accept final payment upon such a basis, and
 2. To notify the County, in writing, of their decision. The Contractor may request an additional period of up to ten (10) calendar days in which to notify the County. In the event the Contractor notifies the County that the Contractor protests final payment on such a basis, that notification shall be in accordance with Section 6.12 and shall outline the reason(s) for said protest.
- C. Upon receipt of a notification of acceptance as provided for in paragraph B. above, the County shall prepare the final estimate and final payment forms and submit them to the Contractor. These forms shall show all data noted in paragraph A. above, together with deductions for all prior payments. The Contractor shall execute these forms and return them to the County within thirty (30) calendar days from the date they are received for execution and payment. If such signed forms are not received by the County within the specified time, the County will prepare duplicate forms for execution and payment. Such action by the County shall be deemed to constitute acceptance and final payment.
- D. If, under the provisions of paragraph B. above, the Contractor notifies the County of the Contractor's protest and non-acceptance of the data submitted, the County shall pay the

Contractor a semi-final estimate, or an additional semi-final estimate in the event a semi-final estimate has already been paid based upon the data noted in paragraph A. above, with deductions for all prior payments. A retainage equal to one percent (1%) of the total value of the Contract shall be withheld by the County. The acceptance of such semi-final estimate, or additional semi-final estimate, shall not be considered as a waiver on the part of the Contractor of a right to pursue a protest and press for acceptance and final payment.

- E. In the event the Contractor does not accept the data submitted as described in paragraph A above and/or has outstanding a claim filed in accordance with Section 6.12, the Engineer and the Contractor shall confer at mutually convenient times and endeavor to reconcile all points of disagreement expeditiously. If such reconciliation is accomplished, the County will promptly proceed with acceptance and final payment on the reconciled basis and in accordance with the provisions of paragraph C. above. If reconciliation is not accomplished within thirty (30) calendar days, the Contractor shall proceed in accordance with Section 6.12, Claims and Disputes.
- F. All prior partial estimates and payments shall be subject to correction at the time of acceptance and final payment and if the Contractor has been previously overpaid, the amount of such overpayment shall be set forth in the Final Payment forms and the Contractor hereby agrees to reimburse the County for such overpayment within six (6) months of receipt of such advice, and his surety will not be granted release from obligations under the terms of the Contract until reimbursement has been made in full.
- G. Payment for the full apparent value of the Contract thus determined shall become due and payable to the Contractor within ninety (90) calendar days after acceptance of the project by the Engineer for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a general release of all claims against the County arising out of, or in any way connected with, this Contract.

8.07 PROMPT PAYMENT

- a. Notwithstanding any other payment terms in this Agreement, the County will make invoice payments pursuant to the provisions of Section 10A-153 of the County Code and shall pay interest in the event that payment against “proper” invoices is not made as prescribed in accordance with said section. The County considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in Section 10A-153(a) of the County Code. All days referred to in this clause are calendar days, unless otherwise specified.
- b. The Contractor shall include in each subcontract for goods or services (including a material supplier) for the purpose of performing this Agreement the following:
 - i. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this Agreement.

- ii. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause: (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) Computed at the rate of interest specified in Section 10A-153(j)(2) of the County Code in effect at the time the Contractor accrues the obligation to pay an interest penalty.
- iii. A clause requiring each subcontractor to: (i) include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (b)(1) and (b)(2) of this subsection in each of its subcontracts; and (ii) require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

8.08 AUDITS BY THE COUNTY

- A. The Contractor agrees that the County or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under this Contract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions to this Contract.
- B. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract.
- C. The Contractor shall retain and maintain all records and documents relating to this Contract for the period specified in Paragraph A and shall make them available for inspection and audit by authorized representatives of the County or designee at all reasonable times.

9.01 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

- A. The Contractor shall employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by the Contract.

Workmen must have sufficient skill and experience to properly perform the work assigned to them. All workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform work in a proper manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such foreman or workman, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may withhold estimates which are or may become due on the Contract until a satisfactory understanding has been reached.

- B. Equipment to be used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The Engineer may order the removal and require replacement of any unsatisfactory equipment.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the Contract work in conformity with the requirements of the Contract.

When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the Engineer in writing. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substituted method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in the basis of payment for the construction items involved nor in Contract time as a result of authorizing a change in methods or equipment under these provisions.

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C. Qualification of Employees

Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of the Work. Any employee found by the Contractor, or the County to be unskilled or untrained in their Work shall be removed from the Work.

D. Quantity of Labor

The Contractor shall employ on the Work, at all times, sufficient personnel to complete the Work within the time stated in the Contract.

E. Work Areas

The Contractor shall confine the operations of the Contractor's employees to the limits as provided by law, ordinance, permits, or directions of the County. Generally, the Work area will be the same as indicated in the Contract Documents.

F. Methods and Quality

1. All workmanship shall be of good quality. Whenever the method of the Work or manner of procedure is not specifically stated in the Contract Documents, then it is intended that the best standard practice shall be followed. Recommendations of the manufacturers of approved materials shall be considered as a part of these Specifications and all materials shall be applied, installed, connected, erected, used, cleaned, and conditioned as called for thereby. This, however, does not remove any requirement in these Specifications to add to the manufacturer's recommendations.
2. All materials shall be accurately assembled, set, etc., and when so required in good construction, shall be true to line, even, square, plumb, level, and regularly spaced, coursed, etc. Under no circumstances, either in new or old Work, shall any material be applied over another which has not been thoroughly cleaned, sanded, or otherwise treated so as not to impair the finish, adhesion, or efficiency of the next applied item.
3. All methods and procedures and results are subject to the County's approval as to finished result to be obtained. However, this is not to be interpreted as placing upon the County any responsibility for the "Work" management of the Work, which is solely the responsibility of the Contractor.

G. Superintendent

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The Contractor shall keep at all times during the progress of the Work a competent, fluent English speaking superintendent and any necessary assistants, all approved by the County prior to the commencement of the Work and from time to time prior to the assignment of any person to that position. The Contractor shall submit in writing to the County, from time to time, the name of the person it intends to employ as superintendent for the execution of this Contract with a statement of the proposed superintendent's qualifications. This data will be reviewed by the County and an approval or rejection will be given in writing. Persons who have previously proved unsatisfactory on Work executed for the County and/or who are without proper qualifications will not be approved. Should it be necessary to change the superintendent, this procedure will be repeated. A single superintendent will be permitted to superintend two or more jobs located in close proximity to each other only when approved by the County in writing. The superintendent shall represent the Contractor. All written directions given to the superintendent shall be as binding as if given to the Contractor. Other directions shall be so confirmed on written request in each case. Should the superintendent become unsatisfactory to the County for any reason, he/she shall be removed from the Work and a new superintendent obtained and approved as described above.

H. Discipline

The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ or permit to remain on the Work any unfit person. The Contractor shall enforce all instructions relative to use of water, heat, power, no smoking, and control and use of fires as required by law and by the County. Employees shall not be allowed to loiter on the premises before or after working hours.

I. Employee Safety

The Contractor shall designate a responsible member of its organization, on the Work, whose duty it shall be, in addition to their other duties, to prevent accidents and to enforce the standards of Section 9.05. The name and position of the person so designated shall be reported to the County, by the Contractor at the commencement of the work.

9.02 SUPPLIER DIVERSITY

The County government finds that the public interest will be served by encouraging businesses to locate and remain in Prince George's County through the provision of local bid and proposal preferences and participation requirements for County-based businesses and County-based small businesses in the award of contracts in direct government procurement. Contractor shall comply with the requirements of Subtitle 10A Division 7 Subdivision 1 of the Prince George's County Code, which are incorporated by reference into this Agreement. Unless waived, Contractor shall be in compliance with the County's

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County-Based Small Business participation requirements by including at least 40% County-Based Small Business participation if this Agreement is valued greater than \$500,000 and 100% County-Based Small Business participation if valued less than \$500,000.

It is the policy of the County, that Minority Business Enterprise (MBE's) as defined in Section 10A-101(a)(26) of the County Code shall have the maximum opportunity to participate in the performance of the work under this Contract. The Contractor shall refer to the Contract (Instructions to Bidders) for MBE utilization requirements.

9.03 SUBCONTRACTS

- A. Except as may be provided elsewhere in the Contract, the Contractor to whom a Contract is awarded shall perform with the Contractor's own organization and with the assistance of workmen under his immediate supervision, work of a value of not less than forty percent (40%) of the total original value of the Contract.
- B. No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the Purchasing Agent. Any assignment, subcontract or other disposition of all or part of this Contract without the express written consent of the Purchasing Agent shall be null and void. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor or surety of any responsibility for fulfilling all of the requirements of the Contract.
- C. Pursuant to the provisions of Section 10A-111 of the Code, if the Contractor subcontracts any portion of a County solicitation, the Contractor will submit the written Contract between the Contractor and subcontractor prior to award of the solicitation.
- D. The Contractor shall not employ any subcontractor that the County may object to as incompetent, unfit, or irresponsible. The Contractor shall, as soon as practicable, notify the County of any changes in subcontractors.
- E. The Contractor agrees that the Contractor is fully responsible to the County for the acts and omissions of its subcontractors and of persons directly employed by it as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- F. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the County and nothing in the Contract Documents is intended to make the subcontractor a beneficiary of the Contract between the County and the Contractor.
- G. The Contractor shall incorporate by reference or otherwise include these General Provisions in every subcontract issued pursuant to or under this Contract, and shall

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require that the same reference or inclusion be contained in every subcontract entered into by any of its subcontractors.

9.04 RELATIONSHIP OF CONTRACTOR AND SUBCONTRACTOR

- A. The Contractor agrees to bind every subcontractor and will see that every subcontractor agrees to be bound by the terms of the Contract and Contract Documents and each of these as far as applicable to their Work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the County.
- B. The Contractor agrees to include the following provisions in all subcontracts and supply contracts, applicable to the Work:
 - 1. Subcontractor agrees to be bound to the Contractor by the terms of the Contract and the Contract Documents, and to assume toward the Contractor all obligations and responsibilities that the Contractor, by those documents, assumes toward the County.
 - 2. The subcontractor agrees to submit to the Contractor applications for payment during the first ten (10) days of the calendar month following that in which the claim originated, in order to enable the Contractor to apply for payment under the provisions of Article 8.
 - 3. The subcontractor agrees to make all claims for extras, for extension of time, and for damages for delays or otherwise, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor upon the County except that the time for making claims for extra cost is five (5) calendar days.
 - 4. The subcontractor agrees, upon completion of their Work to promptly pay all labor, material, suppliers, vendors, subcontractors, and others and to permit simultaneous final payment by the Contractor and execution of the "Waiver of Liens" by the subcontractor.
- C. The Contractor agrees to be bound to the subcontractor by all the obligations that the County binds the Contractor to pursuant to the Contract Documents and all the provisions thereof affording remedies and redress to the Contractor by the County. The Contractor also agrees:
 - 1. To pay the subcontractor, upon the presentation of monthly progress estimates as prescribed in Article 8 of these General Conditions, the amount allowed to the Contractor on account of the subcontractor's Work to the extent of the subcontractor's interest herein.

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2. To pay the subcontractor, upon payment by the County, so that at all times the subcontractor's total payments shall be as large in proportion to the value of the Work done by the subcontractor as the total amount certified to the Contractor or is to the value of the Work done by the Contractor.
 3. To pay the subcontractor promptly to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.
 4. To pay the subcontractor on demand for the subcontractor's Work or materials as far as executed and fixed in place, less the retained percentage, at the time the payment is due from the County, whether or not payment is made wholly or in part by the County, unless the County's failure to pay wholly or in part is the fault of or unsatisfactory Work or materials of the subcontractor.
 5. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
 6. To give the subcontractor an opportunity to be present and to submit evidence in any matter involving their rights.
- D. No claim for services rendered or materials furnished by the subcontractor to the Contractor shall be valid unless Written Notice thereof is given by the subcontractor to the Contractor during the first ten (10) days of the calendar month following that in which the claim originated.
- E. The Contractor and the subcontractor agree that nothing in this section shall create any obligation on the part of the County to pay to or to see to the payment of any sums to any subcontractor.

9.05 CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings under conditions which are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards, laws and regulations of the State, the County, and the Federal governments.

The Contractor and each subcontractor shall permit inspection without delay and at any reasonable time on any premises where the Work is being performed by a Federal or state inspector authorized to investigate compliance with Federal and state statutes and regulations.

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The Contractor further agrees to correct any violations found to exist during such inspection within a reasonable time after the issuance of any citation, unless he contests the validity thereof through the appropriate administrative and judicial process.

10.01 NON-DISCRIMINATION IN CONSTRUCTION CONTRACT EMPLOYMENT

A Contractor who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, sexual orientation, national origin, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. The Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. The Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract. The Contractor and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

10.02 PRINCE GEORGE'S COUNTY WAGE RATES AND ADDITIONAL SECTIONS

The Project is subject to Section 2-247 through 253.05 of the County Code, as amended, entitled the "Prevailing Hours and Wage Rates on Public Workers." The rates prevailing on the date the bids are opened for this Contract are, therefore, incorporated by reference and shall become part of this document for all applicable labor categories. Federal wage rates shall be in effect when applicable and supersede the use of County wage rates when included in the contract. These additional sections, wage rates, and instructions are included immediately following this section when applicable.

A. General

The Wage Determination Board for Prince George's County establishes prevailing wage rates for employees of any Contractor performing Work on behalf of the County. The prevailing wage rate of pay for each classification described herein, or any subsequent amendments thereto, as the Board may adopt, shall be the minimum acceptable rate of pay for employees of Contractors or subcontractors on this Contract when federal and state wage rates are not included. Where a classification for a type of work to be performed is not included within the established wage rate, the Contractor shall request to the County that a wage rate be established for that classification. There shall be no adjustments to the contract as a result of the addition to the established wage rates.

B. Definitions

1. Apprentice

Means a person at least sixteen (16) years of age that has entered into a written agreement with the employer or their agent or others for a definite training program to be taught a trade, craft or occupation under proper registry.

2. Board

Means the Wage Determination Board.

3. Construction

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Includes all construction, reconstruction, improvement, enlargement, painting and decorating, alteration, demolition, maintenance or repair.

4. Prevailing Hourly Rate of Wages, Prevailing Wage Rate, Prevailing Wage, and Wage Rate include:
 - a. the basic hourly rate of pay; and
 - b. the amount of contributions made by a Contractor, subcontractor or third person to a fund, plan or program to provide for medical, surgical or hospital care, retirement, disability, or death benefits and other fringe benefits not required by Federal, County or local laws.

C. Instructions to Contractors

The Contractor shall submit two complete copies of their payroll records and the payroll records of each of their subcontractors to the County's Wage Compliance Monitoring Representative to be identified at the Work Initiation Conference.

These payroll records SHALL BE SUBMITTED WITHIN FOURTEEN (14) CALENDAR DAYS AFTER THE END OF EACH PAYROLL PERIOD and shall contain the following information: Name, location and project number of the job; employees' name, address, social security number, exact and specific Work classification, hours (straight time and overtime) Worked each day, total hours (straight time and overtime) Worked, hourly rate of pay and gross wages earned. Employees' address shall appear on the first payroll, but may be dropped after it has been reported one time. Payrolls shall be submitted in a format acceptable to the County, and shall contain only information relevant to the job, and shall be serially numbered starting with payroll number one. Initial and final payrolls are to be identified as such.

During a week in which no Work is performed, the Contractor shall report to the County that: "No Work has been performed during this pay period." The Contractor shall be responsible for the submission of all subcontractors' payroll records covering Work performed directly at the Work site. Each copy of the payroll records shall be accompanied by a statement signed by the Contractor or the subcontractor, as the case may be, indicating that the wage rates contained therein are not less than those established by the Board as set forth in the Contract, that the classification set forth for each Workman or apprentice conforms with the Work they performed, and that the Contractor or subcontractor, as the case may be, has complied with the provisions of the law. The Contractor shall post a copy of the prevailing hourly rates of wages at the Work site in a prominent place where the Workers can easily read it.

D. Liquidated Damages

If the Contractor is delinquent in submitting their or any of their subcontractors' payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the payroll records. In addition, if the Contractor is delinquent in submitting their or any of their subcontractors' payroll records, the Contractor shall be liable to the County for liquidated damages. The liquidated damages shall constitute the sum of Ten Dollars (\$10.00) for each calendar day that the payroll records are late.

E. Apprentices

Apprentices will be permitted to Work as such, only when they are registered individually with the Maryland County Apprenticeship and Training Council, written evidence of registration, including step and percentage of the Journeymen's rate, in an approved program recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, shall be submitted with the first payroll on which the apprentice appears. The Contractor or subcontractor will be required to furnish to the County written evidence of the registration of their program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the Contract Work. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to their entire Work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered as above, shall be paid the wage rate for the classification of Work they actually performed.

F. Contract Work Hours

The hours of Work shall be eight (8) hours per day, forty (40) hours per week. Work in excess of eight (8) hours per day or forty (40) hours per week, exclusive of overtime and Work on Sundays and legal County holidays, shall constitute overtime Work. Overtime rates shall be paid by the general Contractors and subcontractors under its Contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages.

G. Wage Contracts

The Contractor agrees to insert in any subcontract under this Contract the requirements contained under this Section 10.02.

H. Prevailing Wage Basic Hourly Rates

The current schedule of basic hourly rates adopted by the Board and included in this section are hereby made part of the Contract.

Federal and State wage rates shall be in effect where applicable.

I. STATE OF MARYLAND STANDARDS PROVISIONS AND WAGE RATES

☐ When this square is checked, it indicates the Project is State-assisted and thereby subject to State Labor Wage Rates and Rules.

J. FEDERAL LABOR WAGE RATE (DAVIS-BACON ACT)

☐ When this square is checked, it indicates the Project is Federally-assisted and thereby subject to Department of Labor Wage Rates and Rules. The additional sections and wage rates are included in the enclosed Part II-A entitled Prevailing Wages.

K. FEDERAL LABOR STANDARDS PROVISIONS

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☐ When this square is checked, it indicates that the Project is subject to Federal Labor Standards Provisions and additional sections contained in the enclosed Part II-A entitled Prevailing Wages.