CHARLES COUNTY, MARYLAND

INVITATION TO BID

SWAN POINT WASTEWATER TREATMENT PLANT (WWTP) ELECTRICAL SYSTEM IMPROVEMENTS

ITB NUMBER 17-19

February 7, 2017

Prepared For:

Charles County Government
Department of Public Works – Utilities Division
Table of Contents

PART I - INSTRUCTIONS TO BIDDERS

1.0 PREPARATION OF BID ........................................................................................................ I-1
2.0 CONTRACT INFORMATION .................................................................................................. I-7
3.0 SOCIO-ECONOMIC PROGRAMS ..................................................................................... I-10
4.0 MISCELLANEOUS TERMS .................................................................................................. I-11
5.0 FORMS ............................................................................................................................. I-15

PART II - GENERAL PROVISIONS

1.0 GENERAL PROVISIONS ..................................................................................................... II-1

PART III - SPECIAL PROVISIONS

1.0 GENERAL ............................................................................................................................ III-1
2.0 SCOPE OF SERVICES ......................................................................................................... III-1
3.0 SCOPE OF WORK ............................................................................................................... III-5

APPENDICES

APPENDIX 1 – SPECIFICATIONS AND DRAWINGS .......................................................... APP-1
APPENDIX 2 – CLOSE OUT DOCUMENTS .............................................................................. APP-2
APPENDIX 3 – TRANSFER OF AUTHORIZATION .................................................................. APP-9
APPENDIX 4 – PREVAILING WAGE RATES .......................................................................... APP-10
PART I - INSTRUCTIONS TO BIDDERS
1.0 PREPARATION OF BID

1.1 GENERAL BID INFORMATION

The County Commissioners of Charles County are hereby requesting sealed bids from qualified contractors to provide Swan Point Wastewater Treatment Plant (WWTP) Electrical System Improvements as described and specified within the solicitation documents. The Swan Point WWTP is located on the north side of Swan Point Road, in Newburg, Maryland 20664. The project includes, but is not limited to the following: removal of existing above and below ground conduit and wiring, installation of electrical and communication ductbanks and associated hand holes, above-ground conduit, pull boxes, electrical and communication wire and cable, and full removal and replacement of five (5) control panels at the Oxidation Ditch Facility.

As used herein, the term “County” shall refer to the Government of Charles County, Maryland. The term “Bidder” shall mean the individual or firm submitting a response to this solicitation, and shall be synonymous with the terms, “offeror”, “proposer”, “quoter”, etc. In like manner, the term “Bid”, shall refer to a response submitted to this solicitation, and shall be synonymous with the terms “offer”, “proposal”, “quote’, etc. The term “Contract” shall mean the agreement between the County and the Bidder selected, whether issued by formal contract, award letter, purchase order, or any other means acceptable to the County. The term “Contractor” shall mean the Bidder selected for award, based upon the bid submitted in response to this solicitation.

1.2 BID PACKAGE CONTENT

A complete Bid package shall include the following:

1.2.1 Transmittal Letter

Transmittal letter stating that the Bidder is or will be licensed to do business in the State of Maryland prior to contract award, and that the Bidder has complied with and takes no exceptions to all requirements of the ITB. Any information identified as “Confidential” shall be noted by reference and appended to the Transmittal Memo. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to Part I, Section 4.9 – Public Information Act/Confidentiality Notice.

1.2.2 Bid Form and Schedule of Values

Bids shall be submitted on the Bid Form, attached hereto. All blank spaces of the form shall be fully completed in legible ink or typewritten. The Contractor shall provide lump sum pricing for Base Bid Items A-1 & A-2 and per unit pricing for Contingency Bid Items B-1 – B-8. Allowance Bid Items C-1 – C3 are included on the Bid Form and explained in Part III, Section 3.3. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation. The Bidder shall also submit a Schedule of Values with their bid submission. The schedule of values shall contain a cost breakdown of the construction items shown on the Bid Form.

The Bid Form must be signed by an officer authorized to make a binding commitment for the firm submitting the Bid.

1.2.3 Bidder’s Experience Form

Bidders shall be required to complete and submit the Bidder’s Experience Form, included herewith. A qualified Bidder must have requisite experience for the work as described in the specifications and must be actively engaged in this field for a period of no less than five years at the time of bidding. Bidders
shall demonstrate their experience on the *Bidder’s Experience Form*. Bidders shall provide no less than five (5) representative projects completed within the past five (5) years. All blank spaces of the form shall be fully completed in legible ink or typewritten.

1.2.4 **Bid Security**

A five percent (5%) Bid Bond from a surety licensed to do business in the State of Maryland and satisfactory to the County, certified check, or bank Cashier’s/Treasurer’s Check shall accompany the bid or the bid will not be considered. Bid Bonds shall have the accompanying Power of Attorney. Bid securities shall be returned promptly after the County and the selected Bidder have executed the contract, or, if no Bidder’s bid has been selected within one-hundred-twenty (120) consecutive calendar days after the date of the opening of bids, upon the demand of the Bidder at any time thereafter, as long as the Bidder has not been notified of acceptance of his bid. The Bidder, to whom the contract shall have been awarded, shall be required to execute the contract in accordance with the terms and conditions herein. If the Bidder selected for award fails or refuses to execute the contract and/or fully comply with requirements of this solicitation their bid security shall be forfeit to the County as liquidated damages in accordance with the terms and conditions contained herein.

1.2.5 **Other**

The following items shall also be submitted in the Bid Package:

a. Addendum Certification Form;
b. Intended Non-MBE Subcontractors Form;
c. Charles County MBE Utilization Affidavit Form;
d. Proposed MBE Subcontractors Form;
e. SLBE Utilization Affidavit (if applicable);
f. Official Letter of SLBE Intent (if applicable); and
g. Non-Collusion Affidavit.

1.2.6 **Bidder Certification of Acceptance**

By submitting a bid in response to this ITB, the Bidder certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *Appendices* is made part of this solicitation package.

1.2.7 **Additions/Modifications to Solicitation Forms**

Modifications of or additions to the *Bid Form* or any other County form may be cause for rejection of the bid, however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, the County may, in its sole discretion, request that the Bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

1.3 **BID SUBMISSION**

Please see the *Solicitation Schedule*, below, for the due date and time for bids. Immediately after the bid due date and time, all bids will be publicly opened and read aloud. Bids shall be valid and irrevocable for a minimum of one hundred-twenty (120) days from the due date. Submission, modification, or withdrawal of bids after the due date/time will NOT be considered.

A Bidder may submit only one (1) bid in response to this ITB. Bidders shall submit (1) unbound original,
so identified, three (3) bound copies of the complete Bid package, totaling four (4) complete packages. Bids shall be sealed in an envelope marked “ITB No. 17-19, SWAN POINT WWTP ELECTRICAL SYSTEM IMPROVEMENTS - DO NOT OPEN”. Bids must be received prior to the time and closing date specified herein. Submit bids to:

Amanda Willis, Senior Procurement Specialist
Charles County Government

Address for USPS Mail delivery:  
P.O. Box 2150  
La Plata, MD 20646

Physical address for courier delivery:  
200 Baltimore Street  
La Plata, MD 20646

1.4 SOLICITATION SCHEDULE
This schedule may be subject to change. Bidders shall monitor the Bid Board accordingly for addendums.

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Bidders may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at http://www.charlescountymd.gov.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Published</td>
<td>February 7, 2017</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Meeting</td>
<td>February 28, 2017 at 9:00 a.m.</td>
</tr>
<tr>
<td>Mandatory Site Visit</td>
<td>February 28, 2017 at 10:30 a.m.</td>
</tr>
<tr>
<td>Last Day for Questions</td>
<td>March 21, 2017 before 4:30 pm (EST)</td>
</tr>
<tr>
<td>Bids Due to County*</td>
<td>April 4, 2017 before 3:00 p.m. (EST)</td>
</tr>
</tbody>
</table>

*If the County is closed for business at the due date and time scheduled, for whatever reasons, sealed bids will be accepted on the next business day of the County, at the originally scheduled hour. Bidders shall monitor the Bid Board for schedule changes issued via addendum.

1.5 MANDATORY PRE-BID MEETING/ SITE VISIT LOCATION
The mandatory pre-bid meeting and mandatory site visit shall be held at the following locations:

- Mandatory pre-bid meeting - County Government building, 200 Baltimore Street, La Plata, MD 20646.
- Mandatory site visit - Swan Point WWTP, 12100 Swan Point Road, Newburg, MD, 20664.

Contractors must sign both attendance rosters at the mandatory pre-bid meeting and mandatory site visit to be considered for this project. See Part I, Section 1.4 for dates and times.
1.6 **SOLE POINT OF CONTACT**

The Purchasing Representative identified herein is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between bidders and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. BIDDERS OR ANY OF THEIR AUTHORIZED REPRESENTATIVES MAY NOT INITIATE CONTACT WITH CHARLES COUNTY GOVERNMENT OTHER THAN THE CONTACT IDENTIFIED BELOW, FOR ANY REASON DURING THE BIDDING PROCESS OR PRIOR TO FULL CONTRACT EXECUTION. Any communication outside this process may result in disqualification.

**Purchasing Representative**
Amanda Willis, Senior Procurement Specialist
Purchasing Office
Email: willisa@charlescountymd.gov
Fax: (301) 645-0543

1.7 **QUESTIONS**

All inquiries concerning technical or bidding information should be directed in writing (via email or fax) with the solicitation number and name in the subject line to the Purchasing Representative identified in Part I, Section 1.6 – Sole Point of Contact. Please see the Solicitation Schedule, above, for the due date for questions.

1.8 **ADDENDA AND SUPPLEMENTS**

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Bidder to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Bidder shall acknowledge in their bid, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

If any person contemplating submitting a bid in response to this solicitation is in doubt as to the true meaning of any part of the Specifications, they may submit to the County, a minimum of fourteen (14) calendar days prior to the scheduled due date, a written request for an interpretation or correction thereof. The person submitting the request will responsible for its prompt delivery.

Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued, and will be posted on the County Bid Board found at www.charlescountymd.gov. Click on “Procurement Opportunities” and then “Bid Board”. Any and all addenda issued prior to the bid/proposal due date/time shall become a part of the contract documents and shall be covered in the Bidder’s bid prices, unless an alternate bid/proposal schedule is presented by addendum. It is the responsibility of the Bidder to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

1.9 **PERFORMANCE AND PAYMENT BONDS**

A Performance Bond and Labor & Material Payment Bond in the amount of one-hundred percent (100%) of the contract price will be required for this project and contract, from sureties licensed to do business in
the State of Maryland and satisfactory to the County, and shall be submitted to the County at the time of contract execution by the Bidder within the timeframes required herein. Premiums for the bonds described above shall be paid by the Contractor. Bonds shall contain a provision that it shall not be cancelled, non-renewed or materially altered without at least ninety (90) days written prior notice to the County.

1.10 PERFORMANCE DATA
Bidders shall be required to complete and submit the Bidder's Experience Form, included herewith. Bidders shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

1.11 REJECTION OF BIDS/PROPOSALS
Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of a bidder and the rejection of its bid:
   a. Evidence of collusion among bidders.
   b. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
   c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the bidder.
   d. Default on a previous similar contract for failure to perform.
   e. Being delinquent in payments due to Charles County Government.
   f. Exceptions or exclusions to the requirements of the solicitation.
   g. Failure to be in “Good Standing” with the State of Maryland.
   h. Previous substandard performance on a County contract.

The County reserves the right to reject any/all bids, to waive irregularities and/or informalities in any bid, and to make award in any manner, consistent with law, deemed in the best interest of the County.

1.12 ARITHMETICAL ERRORS
Any errors in computations may be corrected during the County’s review of the bids. The County shall not be responsible for bidder computation errors contained on the Bid Form. All values contained on the Bid Form remain the responsibility of the Bidder. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity.

1.13 ELIGIBILITY FOR AWARD
In order to be eligible for award, Bidders shall meet the following conditions:
   1. By submitting a bid in response to this solicitation, the Bidder certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
   2. The firm certifies that it is not delinquent in any payments due to Charles County Government. The County reserves the right to refuse bids and/or not contract with firms in a delinquent payment status with Charles County Government.
   3. Bidders’ status shall be verified with the State of Maryland Department of Assessments and Taxation (SDAT). The County may require the successful Bidder to submit a "Certificate of Status," issued by the Maryland Department of Assessments and Taxation's Charter Division, and State of Organization identifying the vendor is in “good standing” with the State of Maryland.
1.14 BIDDER INVESTIGATIONS
Prior to submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Bidder.

1.15 NOTIFICATIONS
Legal notice given by the County to the Bidder shall be addressed to the address provided in the bidder’s bid. Notice given by the County by any of the following: letter delivered by (1) UPS or FedEx; (2) USPS first class postage mail; or (3) USPS certified or registered mail, shall be deemed as having been received by the addressee three (3) business days after the date of mailing.

1.16 PREVAILING WAGES
All County financed construction projects exceeding $500,000 are subjected to the prevailing wage rates as outlined in Appendix 4. Prevailing wage rates provided in Appendix 4 are subject to change. The wage determination active on the date the Notice to Proceed is issued shall apply to the project.
2.0 CONTRACT INFORMATION

2.1 AWARD OF CONTRACT

There are separate Bid Items for each bid area. Award will be to the lowest responsive, responsible bidder by Total Bid Price provided it is in the County’s best interest to do so. Award will be made based upon the Total Bid Price on the Bid Form. The contract entered into with the successful bidder shall meet all standard provisions required by the County.

The County intends to contract with individual firm and not with multiple firms doing business as a joint venture. Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. The Contract documents will consist of the Contract, this Solicitation, the Bidder’s bid, and any addenda or other modifications to the solicitation.

2.2 CONTRACT EXECUTION

The successful Bidder to whom the contract shall have been awarded shall be required to execute the contract on the form attached hereto (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

2.3 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in Appendix 1, the Charles County Standards and Specifications for Construction, the Charles County Standard Detail Manual, the Charles County Water and Sewer Ordinance, Road Ordinance, and the Erosion and Sediment Control Ordinance. Manuals, specifications, ordinances, and other pertinent documents, which are available on the County’s web site at http://www.charlescountymd.gov/pgm/general/pgm-publications.

Additionally, the Contract Documents shall also include the following:

a. All written modifications, amendments and change orders to this Agreement issued in accordance with Article 4 of the General Provisions of Contract between the County and the Contractor (“General Provisions of Contract”);

b. Contractor’s bid and accompanying exhibits submitted in response to the County’s Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the Bid price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed
documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

2.4 DEFAULT AND SUSPENSION

If a Bidder who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Bidder may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Bidder. In the event of such default, award may then be made to another Bidder determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for bids as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by: failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor’s performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Bidder if determined to be in the best interest of the County.

A Bidder/Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Bidder/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

2.5 TERM OF CONTRACT

The Contractor selected shall complete the scope of work and all requirements contained herein within three hundred sixty five (365) consecutive calendar days after start date to be specified in a written Notice to Proceed issued by Charles County Government, as established by the County and the Contractor, plus any contract time extensions approved by the County to complete all work to a point of substantial completion as deemed by the County.

2.6 BID/AWARD PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Chief of Purchasing: (a) within ten (10) calendar days after the Purchasing Office has publicly posted the proposed contract award, if the Bidder seeks as a remedy the award of the contract, or (b) before the submission date for bids, if the Bidder seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of $500 (US currency); if the fee is paid by check, then the check must be made out to “Charles County Government”. The Chief of Purchasing, may, at his sole election, return the filing fee to the protesting Bidder, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

Only a Bidder that is “aggrieved” is eligible to file a protest. Aggrieved means that the Bidder who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked Bidder is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Bidders or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting Bidder; a
statement supporting that the Bidder is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the Bidder contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the Bidder making the protest.

The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.

The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the Bidder making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. All decisions of the Chief of Purchasing shall be final, and not subject to appeal.
3.0 SOCIO-ECONOMIC PROGRAMS

3.1 MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

Bidders are advised that Charles County Government has established a MBE Program which applies to all formal solicitations. There is an aspirational minimum goal of 25% MBE participation for each project. The use of MBEs is strongly encouraged.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government. Information concerning the Charles County MBE Registration Process may be obtained by contacting the Charles County Economic Development Office, at (301) 885-1340 x2202.

The solicitation documents included herein contain a form entitled “Minority Business Enterprise Utilization Affidavit”. This document indicates the MBE certification status of the Bidder, as well as the level of participation of any MBE sub-contractor(s) or supplier(s). Bidders are required to complete this form and submit it with their bid. The awarded Bidders shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage.


3.2 SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

Bidders are advised that Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than $500,000 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s bid is submitted.
- Complete the attached SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than $500,000.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE Bidders. Firms must have completed the registration process and have achieved full SLBE status by the due date for bids, in order to receive consideration as a SLBE during the evaluation of bids. Information concerning the Charles County SLBE Registration Process may be obtained by contacting the Charles County Economic Development Office, at (301) 885-1340 x2202.

4.0 MISCELLANEOUS TERMS

4.1 INCURRING COSTS

The County is not liable for any costs incurred by the Bidder prior to issuance of contract.

4.2 INDEMNIFICATION CLAUSE

The Contractor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, its officers, agents and employees.

4.3 PAYMENT OF TAXES

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

4.4 INSURANCE

The Contractor shall provide, at his expense, comprehensive automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units:

- Bodily Injury: $1,000,000 per person
- Property Damage: $2,000,000 per occurrence

Contractor shall also obtain and pay premium for the following:

- Workmen’s Compensation in compliance with Maryland Statutory Limit.
- Comprehensive General Liability in an amount not less than $2,000,000 (combined personal injury and/or property damage) per occurrence subject to $2,000,000 aggregate.

Builder’s Risk Insurance: The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders’ risk “all risk” or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder’s risk policy.

This insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect’s and Contractor’s
services and expenses required as a result of such insured loss.

If property insurance requires deductibles, the Contractor shall pay cost not covered because of such deductibles.

The successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall name County Commissioners of Charles County as an additional named insured, referencing the solicitation name and number. Successful Bidder must provide Certificates of Insurance prior to final execution of the Contract. The providing of any insurance required herein does not relieve the successful Bidder of any of the responsibilities or obligations assumed by the Bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

4.5 PERFORMANCE EVALUATIONS
The County shall perform periodic performance evaluations, at the County’s discretion, on all Work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

4.6 TESTING AND INSPECTIONS
Unless otherwise stated in the Scope of Work, drawings or specification, the Contractor shall be responsible for securing all required testing as inspections as well as all associated cost. For bidding purposes, all Bidders shall assume that soils are suitable for construction at all work sites.

4.7 SUBCONTRACTORS
The Contractor shall not sublet any portion of this contract, or assign or transfer any interest in this contract without receiving prior written approval from the County. Where two or more Bidders desire to submit a single bid in response to this ITB, they should do so on a prime-subcontractor basis rather than as a joint venture. Subcontracts for any portion of this contract must be clearly identified in the Bidder’s bid. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein.

4.8 NEWS RELEASE
No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

4.9 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE
Bidders should give specific attention and identification of those specific portions of their bids which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal, and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Bidders may not declare their entire bid/proposal package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

4.10 CAMPAIGN FINANCE REFORM ACT OF 2013
The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of $200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board
of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

4.11 HOLIDAY SCHEDULE

The following holidays are observed by the County:

- NEW YEAR’S DAY
- MARTIN LUTHER KING JR.’S BIRTHDAY
- *LINCOLN’S BIRTHDAY
- WASHINGTON’S BIRTHDAY
- *MARYLAND DAY
- GOOD FRIDAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- VETERAN’S DAY
- ELECTION DAY(WHEN APPLICABLE)
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- CHRISTMAS DAY

*FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN.

4.12 MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not
limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;

2.3 Contract obligations rest solely with the participating entities only;

2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives.
5.0 FORMS
BID FORM

The County Commissioners of Charles County, Maryland
Charles County Government Building
Post Office Box 2150
La Plata, Maryland 20646

This bid is submitted in accordance with your “Notice to Bidders” inviting bids to be received for the work outlined in the “Drawings”, and the “Special Provisions” attached hereto for Bid No. 17-19, SWAN POINT WWTP ELECTRICAL SYSTEM IMPROVEMENTS.

Having carefully examined the bid documents, the undersigned herein agrees to furnish all services as outlined in the bid documents for the “Special Provisions” as stated, for the following prices:

A. BASE BID ITEMS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Swan Point WWTP Electrical System Upgrades, as explained in Part III, Section 3.1.1</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>A-2</td>
<td>Subsurface Utility Investigation, Non-Destructive Test Pits, and Utility Plans, as explained in Part III, Section 3.1.2</td>
<td>LS</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Base Bid Price (Item No. A-1 through A-2)

B. CONTINGENCY BID ITEMS*

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT</th>
<th>EST. QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1</td>
<td>Contingent 4” six (6) way ductbank in Appendix I – Drawings, Sheet E-12, Typical Section – Concrete Encased Ductbank.</td>
<td>LF</td>
<td>25</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B-2</td>
<td>Contingent 3” four (4) way duct bank in Appendix I – Drawings, Sheet E-12, Typical Section – Concrete Encased Ductbank.</td>
<td>LF</td>
<td>25</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B-3</td>
<td>Contingent Discrete Signal Wiring: Pair of #14 XHHW-2 conductors for discrete control signal(s) in Appendix I - Technical Specifications, Section 16120.</td>
<td>LF</td>
<td>1000</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Bid Form continued on next page
Swan Point WWTP Electrical System Improvements

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-4</td>
<td>Contingent Analog Signal Wiring: #16 Twisted Shielded Pair for analog control signal(s) in Appendix I – Technical Specifications, Section 16930.</td>
<td>LF</td>
<td>1000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B-5</td>
<td>Contingent ¼” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930.</td>
<td>LF</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B-6</td>
<td>Contingent 1” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930.</td>
<td>LF</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B-7</td>
<td>Contingent 1 ½” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930.</td>
<td>LF</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B-8</td>
<td>Contingent 2” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930.</td>
<td>LF</td>
<td>100</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Contingencies Bid Total (Item No. B-1 through B-8)** $ 

**C. ALLOWANCE BID ITEMS***

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-1</td>
<td>Lump Sum Allowance for Contingent Pipe Relocation</td>
<td>$30,000</td>
</tr>
<tr>
<td>C-2</td>
<td>Lump Sum Allowance for Contingent Controls Equipment and Troubleshooting</td>
<td>$20,000</td>
</tr>
<tr>
<td>C-3</td>
<td>Lump Sum Allowance for the Purchase of Computer Workstations</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**Allowances Bid Total (Item No. C-1 through C-3)** $60,000 

**TOTAL BID PRICE (BASE + CONTINGENCIES + ALLOWANCES)** $ 

*Contingency and Allowance items may or may not be used.
LS-Lump Sum
LF-Linear Foot

By submitting a bid/proposal in response to this solicitation, the bidder certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.

The undersigned has caused this Bid to be executed as of the day and year indicated above.

(Printed Name) (Signature)

(Title) (Email)

(Phone) (Fax)
SAMPLE CONTRACT

THIS CONTRACT, made this __________ day of ______________, in the year 2017, by and between ______________________________________________________________________ hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for Bid No. 17-19, SWAN POINT WASTEWATER TREATMENT PLANT (WWTP) ELECTRICAL SYSTEM IMPROVEMENTS, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and rates respectively named therefore in the bid, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the sum of *____________________________Dollars ($___________) in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and rates respectively named therefore in the bid attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The CONTRACTOR hereby agrees to commence work under this CONTRACT on or before a date to be specified in a written Notice to Proceed from the COUNTY and to fully complete the project within three hundred sixty five (365) consecutive calendar days thereafter.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special
Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.  * The Contract amount contains contingency items that may or may not be used.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

XXXXXXXXXXXX X XXXXXXXX XXXXX

By (Signature):                        (SEAL)

Printed Name/Title:  

(Date)  

(Address)  

(City, State, Zip Code)  

(SEAL)  

(Secretary)  

(Date)  

(Witness)  

(Date)  

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By:  

PETER F. MURPHY, PRESIDENT  

(Date)  

(Address)  

(City, State, Zip Code)  

(SEAL)  

(Secretary)  

(Date)  

(Witness)  

(Date)  

Rhonda L. Weaver, County Attorney

Approved as to Form and Legal Sufficiency:

Rhonda L. Weaver, County Attorney

NOTES:
IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST “CIRCLE” THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, “CIRCLE” THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.
ADDENDUM CERTIFICATION

ITB Number:  **17-19**

Project Name:  **SWAN POINT WWTP ELECTRICAL SYSTEM IMPROVEMENTS**

The undersigned acknowledges that he/she received the following Addenda to the Specification for the above-identified bid, and that this bid was prepared in accordance with said Addenda.

Addendum Number:  

__________________________________________  Date of Addendum:  

__________________________________________  

__________________________________________  

__________________________________________  

__________________________________________  

__________________________________________  

Bidder

__________________________________________  

Address

__________________________________________  

__________________________________________  

__________________________________________  

Signature  Date
BIDDER’S EXPERIENCE FORM

Name of Bidder/Company: ________________________________

Bidder must provide at least five projects, they have successfully completed in the last five years, similar in nature and scope to the work required herein. “Completed” means accepted and final payment issued by the Owner. Firms which, in the sole opinion of the County, lack sufficient specific experience, may be deemed non-responsible, and will not be considered for this project.

Reference 1: Owner/Organization Issuing Contract: ________________________________
Complete Address: ________________________________
Owner or Reference Name / Title: ________________________________
Telephone: ___________ Fax: ___________ Email: ___________
Project Info: Name/Location: ________________________________
Bidder Responsible for: __ % Date Complete: ___________ Contract Amt: $ ___________

Reference 2: Owner/Organization Issuing Contract: ________________________________
Complete Address: ________________________________
Owner or Reference Name / Title: ________________________________
Telephone: ___________ Fax: ___________ Email: ___________
Project Info: Name/Location: ________________________________
Bidder Responsible for: __ % Date Complete: ___________ Contract Amt: $ ___________

Reference 3: Owner/Organization Issuing Contract: ________________________________
Complete Address: ________________________________
Owner or Reference Name / Title: ________________________________
Telephone: ___________ Fax: ___________ Email: ___________
Project Info: Name/Location: ________________________________
Bidder Responsible for: __ % Date Complete: ___________ Contract Amt: $ ___________

Reference 4: Owner/Organization Issuing Contract: ________________________________
Complete Address: ________________________________
Owner or Reference Name / Title: ________________________________
Telephone: ___________ Fax: ___________ Email: ___________
Project Info: Name/Location: ________________________________
Bidder Responsible for: __ % Date Complete: ___________ Contract Amt: $ ___________

Reference 5: Owner/Organization Issuing Contract: ________________________________
Complete Address: ________________________________
Owner or Reference Name / Title: ________________________________
Telephone: ___________ Fax: ___________ Email: ___________
Project Info: Name/Location: ________________________________
Bidder Responsible for: __ % Date Complete: ___________ Contract Amt: $ ___________

This form may be duplicated if additional space is required.
# INTENDED NON-MBE SUB-CONTRACTORS

**ITB Number:** 17-19  

**Project Name:** SWAN POINT WWTP ELECTRICAL SYSTEM IMPROVEMENTS  

Note: Any MBE sub-contractors intended for this project shall be identified on the Proposed MBE Contractors form.

<table>
<thead>
<tr>
<th>Sub-contractor (Name and Address)</th>
<th>Work to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidder: ___________________________________________

Address: ___________________________________________

_________________________  _______________________
Signature:                 Date:

All Bidders are required to complete this form and submit it with their bid. Please note N/A if Not Applicable.
CHARLES COUNTY MBE UTILIZATION AFFIDAVIT

ITB NO. 17-19

Name of Bidder/Proposer: __________________________________________

Please respond to the following questions: 

Check One

Yes   No

1. Certified Minority Business Enterprise?

   a. Certified by: State of Maryland?

   b. Federal 8-A Registration?

   c. Charles County Local Government?

   d. Other (please list) __________________________________________

Principle Owner’s Minority Class (please check):

   African American ______  Asian American ______  Hispanic American ______
   Native American ______  Women ______  Other (please list) ___________

2. If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Proposal or Invitation to Bid?

   ______   ______

NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

Total Bid/Proposal $________________________

Total Minority Business Enterprise Bid/Proposal $________________________

Percent of Total Minority Business Enterprise Contract ________________________%

Signature _____________________________   Title ___________________________

All Bidders are required to complete this form and submit it with their bid. Please note N/A if Not Applicable.
PROPOSED MBE SUB CONTRACTORS
(if applicable)

COMPANY NAME & ADDRESS: __________________________________________
(Include City, State, Zip Code and County)
________________________________________________
________________________________________________

PRODUCT/SERVICES


* MINORITY CLASS _________________ PERCENT OF PARTICIPATION ______

COMPANY NAME & ADDRESS: __________________________________________
(Include City, State, Zip Code and County)
________________________________________________
________________________________________________

PRODUCT/SERVICES


* MINORITY CLASS _________________ PERCENT OF PARTICIPATION ______

COMPANY NAME & ADDRESS: __________________________________________
(Include City, State, Zip Code and County)
________________________________________________
________________________________________________

PRODUCT/SERVICES


* MINORITY CLASS _________________ PERCENT OF PARTICIPATION ______

If additional space is needed, please submit information on a separate sheet and attach hereto

See Part I, Section 3.1 for list of Minority Classes
Charles County Government

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT

Bidders/Offerors seeking SLBE preference are required to complete this form and submit it with their bid/proposal.

Solicitation Information

| Solicitation Name: Swan Point WWTP Electrical System Improvements | Solicitation #: 17-19 |

Part 1. Prime Bidder/Offeror SLBE Status

<table>
<thead>
<tr>
<th>Name of Bidder/Offeror:</th>
</tr>
</thead>
</table>

Respond to the following questions:

<table>
<thead>
<tr>
<th>Check One</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

1. Is the Prime Contractor a Registered SLBE?

   If Yes, identify the Bidder/Offeror’s SLBE Registration #:

2. If the response to Question 1 is No, is the Bidder/Offeror claiming SLBE preference based upon the use of registered SLBE(s) to provide services or items associated with the Bidder’s/Offeror’s Bid/Proposal?

   Yes | No

NOTE: If the response to Question 2 is Yes, complete Part 2 below and the “SLBE Subcontractors Participation Schedule” form in Part 4.

Part 2. SLBE Subcontractor Participation

Provide the total value of SLBE work to be provided and complete the “SLBE Subcontractors Participation Schedule” form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement.

<table>
<thead>
<tr>
<th>Total Bid/Proposal Price: $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total SLBE Work – Bid/Proposal Value: $</td>
</tr>
<tr>
<td>Percentage of Total Work (Dollar Value) of SLBE(s): %</td>
</tr>
</tbody>
</table>

Part 3. Certification of SLBE Preferences

By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
### Part 4. SLBE Subcontractors Participation Schedule

**Instructions:** Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

<table>
<thead>
<tr>
<th>SLBE Registration #</th>
<th>FEIN or Social Security #</th>
<th>Company Name Address Phone &amp; Fax</th>
<th>Services to be Provided</th>
<th>Value of SLBE Work From Letter of Intent</th>
<th>SLBE % of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.
# OFFICIAL LETTER OF SLBE INTENT

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and the Registered SLBE Firm.

## Solicitation Information

<table>
<thead>
<tr>
<th>Solicitation Name: Swan Point WWTP Electrical System Improvements</th>
<th>Solicitation #: 17-19</th>
</tr>
</thead>
</table>

## Part 1. To be Completed by the Bidder/Offeror

<table>
<thead>
<tr>
<th>Name of Bidder/Offeror:__________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address________________________________________________________________</td>
</tr>
<tr>
<td>Contact Name/Title:______________________________________________</td>
</tr>
<tr>
<td>Telephone:____________________ Fax:____________________________</td>
</tr>
<tr>
<td>Email:________________________________________________________</td>
</tr>
</tbody>
</table>

Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable):

### Value of Work to be Performed by the SLBE:

| $ |

### Value of Work as a Percentage of Total Bid/Proposal Price

| % |

## Part 2. To be Completed by the SLBE

| Name of SLBE:__________________________________________________|
| SLBE Registration #:___________________________________________|
| Address________________________________________________________________|
| Contact Name/Title:______________________________________________|
| Telephone:____________________ Fax:____________________________|
| Email:________________________________________________________|

## Part 3. Certification of SLBE Intent

The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE’s work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above.

| Bidder/Offeror: __________________________ Signature __________________________ Title __________________________ Date __________________________ |
| SLBE Firm Rep: __________________________ Signature __________________________ Title __________________________ Date __________________________ |
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ___________________________________________ as Principal, and ___________________________________________ a Corporation created and existing under the laws of the State of ___________________________ as Surety, firmly bound unto ___________________________________________ as Obligee, in the full and just sum in words of ___________________________ Dollars, and in figures of $_______ good and lawful money of the United States of America, for payment of which sum of well and truly to be made, said Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

WHEREAS, Said Principal has submitted for

Bid No. 17-19, Swan Point WWTP Electrical System Improvements

NOW, THEREFORE, if the Principal shall within fourteen (14) calendar days of notice form the Obligee or the Obligee’s Agent of the intention of the Obligee to award a contract to the Principal, in the event of acceptance of his Bid by the Obligee shall, within the period specified therefore, enter into a written contract with the Obligee in accordance with the Bid as accepted and furnish to the Obligee proper evidence of insurance coverage as required by the Contract Documents; or if the Principal, in case of failure to enter into a written contract after having been notified of the intent of the Obligee to award a contract to the Principal or the subsequent failure to enter a contract with the Obligee, or furnish proper evidence of insurance coverage, shall pay to the Obligee damages which the Obligee suffers by reason of such failure, then this obligation shall be void, otherwise it shall remain in full force and effect;

Provided, however, that said Surety shall not be liable to the Obligee on this bond for any amount in excess of the principal amount of this bond.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.
BID BOND - (Page 2 of 2)

BID No. 17-19, Swan Point WWTP Electrical System Improvements

In testimony Whereof, the Principal and the Surety have caused these present to be duly signed and sealed this ______ day of ____________________, 20__.

When the Bidder is an individual:
Witness:

__________________________________________
(Name)

__________________________________________
(Address)

When the Bidder is a partnership:

__________________________________________
(Partnership Name)

__________________________________________
(Address)

Witness: ______________________________________

By: ______________________________________

When the Bidder is corporation:

__________________________________________
(Name of Corporation)

__________________________________________
(Address)

__________________________________________
(Secretary or Assistant Secretary)

__________________________________________
(President or Vice President)

(Corporate Seal)

The above named corporation is organized and existing under the laws of ____________________ and has (has not) been registered to carry on business in Maryland.

__________________________________________
(Surety)

Attest: ____________________________________

By: _____________________________________

(Seal)
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ________________________________ as Principal, and ________________ as Surety, are held firmly bound unto Charles County, Maryland, a Municipal Corporation, hereinafter called the County, in the amount of words__________________ dollars, and in figures $___________.00, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract dated ________________, 20__, with the County for Bid Number: 17-19, Swan Point WWTP Electrical System Improvements, which contract by reference made part thereof and hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that the Principal shall well, truly and properly perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract and of all such alterations and modifications, during the original terms of said Contract and any extensions thereof which may be granted by the County and agreed upon by the Principal; and if the Principal shall indemnify and save harmless the County from all loss, cost or damage arising out of a default hereunder or under said Contract, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

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

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

Signed and sealed this ___ day of ________________________________, 20__.

In the Presence of: ________________________________ (Seal)

Principal: _______________________________________(Seal)

Surety: ________________________________________(Seal)

Approved as to form and legal sufficiency by County Attorney: ________________________________
CONTRACTOR’S LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ____________________________, AS PRINCIPAL, HEREINAFTER CALLED PRINCIPAL, AND ____________________________, AS SURETY, HEREINAFTER CALLED SURETY, ARE HELD FIRMLY BOUND UNTO CHARLES COUNTY, MARYLAND, A MUNICIPAL CORPORATION, HEREINAFTER CALLED THE COUNTY, IN THE AMOUNT OF IN WORDS ____________________________, DOLLARS, AND IN FIGURES $ __________, 00, FOR THE PAYMENT WHEREOF PRINCIPAL AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, THE PRINCIPAL HAS ENTERED INTO A WRITTEN CONTRACT DATED __________ _____ WITH THE COUNTY FOR BID NO. 17-19, Swan Point WWTP Electrical System Improvements, WHICH CONTRACT BY REFERENCE MADE PART THEREOF AND HEREINAFTER REFERRED TO AS THE CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT THE PRINCIPAL SHALL MAKE PAYMENT TO EACH AND EVERY CLAIMANT, AS HEREINAFTER DEFINED, FOR ALL LABOR, MATERIALS, SUPPLIES AND RENTAL OF EQUIPMENT REASONABLY REQUIRED AND USED OR CONSUMED IN THE PERFORMANCE OF THE CONTRACT AND OF ALL SUCH ALTERATIONS AND MODIFICATIONS OF SAID CONTRACT AS MAY HEREAFTER BE MADE THEREIN, IN THE MANNER AND TO THE EXTENT WHICH SAID CONTRACT PROVIDES FOR SUCH ALTERATIONS AND MODIFICATIONS, DURING THE ORIGINAL TERMS OF SAID CONTRACT AND ANY EXTENSIONS THEREOF WHICH MAY BE GRANTED BY THE COUNTY AND AGREED UPON BY THE PRINCIPAL; THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE IT SHALL BE AND REMAIN IN FULL FORCE AND EFFECT.

THE SURETY EXPRESSLY WAIVES ANY RIGHT TO RECEIVE NOTICE OF EXTENSIONS OF TIME, OR ALTERATIONS OR MODIFICATIONS OF THE CONTRACT WHICH ARE PROVIDED FOR AND MADE PURSUANT TO THE TERMS OF SAID CONTRACT.

PROVIDED, HOWEVER, ANYTHING IN SAID CONTRACT TO THE CONTRARY NOTWITHSTANDING, THIS BOND IS EXECUTED UPON AND IN ACCORDANCE WITH THE CODE OF MARYLAND.

SIGNED AND SEALED THIS _____ DAY OF ____________________________, 20__.

IN THE PRESENCE OF: ____________________________ (SEAL)

PRINCIPAL: ____________________________ (SEAL)

SURETY: ____________________________ (SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY COUNTY ATTORNEY:
NON-COLLUSION AFFIDAVIT

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Bidder, nor any officer, director, partner, member, associate or employee of the Bidder, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder, to obtain information that would give the Bidder an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Bidder, nor any officer, director, partner, member, associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

________________________________________
Signature

________________________________________
Name and Title of Signer

________________________________________
Company

________________________________________
Date

Subscribed to and sworn to before me, a Notary Public of the State of __________________________
________County or City of this ______year and date first written above.

________________________________________
Notary Public

________________________________________
My Commission Expires
PART II - GENERAL PROVISIONS
1.0 GENERAL PROVISIONS

1.1 DEFINITIONS:

A.S.T.M. - American Society for Testing Materials

BID BOND - The security to be furnished by the bidder as a guaranty of good faith to enter into a contract with the COUNTY for the proposed work if such work is awarded to him.

BIDDER - The person or persons, partnership, firm or corporation submitting a bid/proposal for the work contemplated.

COMMISSIONERS - The County Commissioners of Charles County.

COUNTY – The County Commissioners of Charles County, Maryland.

CONTRACT - The written agreement executed by the County Commissioners of Charles County and the successful bidder, covering the performance of the work and the furnishing of materials required in the construction of the project. The contract shall include instructions to bidders, proposal, general specifications, special provisions, drawings, performance bond, extra work orders and any other written instructions pertaining to the method and manner of performing the work.

CONTINGENT ITEM - Any item listed on the plans or called for in the Special Provisions and included in the Bid merely for the purpose of obtaining a contract price in case it may be needed.

CONTRACTING OFFICER - The Director of the Department of Public Works and includes a duly appointed successor or authorized representative.

CONTRACTING AUTHORITY - The County Commissioners of Charles County.

CONTRACTOR - The person or persons, partnership, firm or corporation who enters into a contract awarded to him by the COUNTY.

DEPARTMENT - The authorized division or agency of Charles County Government responsible for the service or work for which the contract will be written.

DAYS - Calendar Days

DRAWINGS - All drawings or reproductions thereof pertaining to the construction of the work which are approved by the CONTRACTING OFFICER.

EXTRA WORK - A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown by the drawings and specifications.

GENERAL PROVISIONS - All requirements and provisions contained in this document.
OWNER - The entity holding title or having vested interest in the property and rights associated with the property.

PAYMENT BOND – The approved form of security executed by the CONTRACTOR and his surety, guaranteeing payment of all labor, materials, supplies and rental of equipment reasonably required and used or consumed in the performance of the contract.

PERFORMANCE BOND - The approved form of security executed by the CONTRACTOR and his surety, guaranteeing complete execution of the contract.

PROPOSAL - The written offer submitted by the bidder in the required manner to perform the work contemplated.

SPECIAL PROVISIONS - Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

SPECIFICATIONS - The General Provisions, Special Provisions, and all written or printed agreements and instructions pertaining to the performance of the work and to the quantity and quality of the materials to be furnished under the contract.

1.2 SPECIFICATIONS AND DRAWINGS:

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

1.3 CHANGES:

A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a 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 design);

(2) In the method or manner of performance of the work;

(3) In the COUNTY furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

Any other written order or an oral order (which terms as used in this paragraph (B.)
shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.

C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, he must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.

E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

1.4 CHANGE ORDERS:

A. Additional Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.

(1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,

(2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent
(15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required, but will in no case include any allowance for general superintendent, office expense, or other general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

B. Reduced Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

1.5 DIFFERING SITE CONDITIONS:

A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER 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 inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if he finds that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR’S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.

C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

1.6 TERMINATION OF CONTRACT FOR CONVENIENCE:

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY’S convenience or
because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

(1) Immediately discontinue any part or all services as directed by the County’s authorized representative, and

(2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.

D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.

E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

1.7 TERMINATIONS 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 will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such 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 such materials, appliances, and plant as may be on site of the work and necessary therefore. Whether or not the CONTRACTOR’S right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the COUNTY resulting from this 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 will consist of such liquidated damages until such reasonable time as may
be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.

C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage 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 COUNTY in its 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 or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and

(2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.

E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such 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 the article of these General Provisions entitled Disputes.

F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in
that event, it is the intention of these specifications that the COUNTY’S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.

G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.

H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

1.8 LIQUIDATED DAMAGES:

A. The CONTRACTOR shall be liable for and shall pay to the COUNTY as fixed, agreed and liquidated damages such sum or sums as set forth herein before for each and every calendar day which the actual time of completion shall be delayed beyond the aforesaid permitted time of completion. Actual damages for such delay are impossible of determination, thus, said sum is a measure only of liquidated damages the COUNTY will sustain for each delay and shall not be construed as a penalty.

B. The COUNTY shall have the right to deduct the total amount of any liquidated damages for which the CONTRACTOR may be liable from moneys otherwise due the CONTRACTOR including any retainage under the control of the COUNTY.

C. The surety upon the Performance Bond furnished by the CONTRACTOR shall be liable for any such liquidated damages for which the CONTRACTOR may be liable, to the extent that the CONTRACTOR shall not make settlement therefore with the COUNTY.

1.9 PAYMENTS TO CONTRACTOR:

A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.

B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon
submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY’S title to such materials or equipment or otherwise protect the COUNTY’S interest, including applicable insurance and transportation to the site.

C. In making such progress payments, there shall be retained five-percent (5%) of the estimated amount until final completion and acceptance of the contract work.

D. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

E. Upon completion and acceptance of all work, the amount due the CONTRACTOR under this contract shall be paid upon the presentation of a properly executed voucher and after the CONTRACTOR shall have furnished the COUNTY with a release, if required, of all claims against the COUNTY arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the CONTRACTOR from the operation of the release. The following documents, complete in all respects, shall be submitted with the final request for payment:


F. A formal final inspection will be scheduled within two (2) weeks of notification to the CONTRACTING OFFICER that the work is substantially completed. The CONTRACTING OFFICER shall have the option to correct or complete by others, any punch list items not completed by the CONTRACTOR within thirty (30) calendar days after the CONTRACTOR receives the punch list. The cost of all work by others shall be deducted from the final payment.

1.10 MATERIAL AND WORKMANSHIP:

A. Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract reference to any equipment, material, article, or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the CONTRACTOR may, at his option, use any equipment, material, article, or process which, in the judgment of the CONTRACTING OFFICER, is equal to that named. The CONTRACTOR shall furnish to the CONTRACTING OFFICER for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the CONTRACTOR
contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the CONTRACTOR'S expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection.

B. All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing require the CONTRACTOR to remove from the work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

1.11 INSPECTION AND ACCEPTANCE:

A. Except as otherwise provided in this contract, inspection and test by the COUNTY of material and workmanship required by this contract shall be made at reasonable times and at the site of the work, unless the CONTRACTING OFFICER determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture, or shipment of such material. To the extent specified by the CONTRACTING OFFICER at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to the contract requirements. Such off-site inspection or test shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the COUNTY after acceptance of the completed work under the terms of paragraph (F.) of this article, except as here in above provided.

B. The CONTRACTOR shall, without charge, replace any material or correct any workmanship found by the COUNTY not to conform to the contract requirements, unless in the public interest the COUNTY consents to accept such material or workmanship with an appropriate adjustment in the contract price. The CONTRACTOR shall promptly segregate and remove rejected material from the premises.

C. If the CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, the COUNTY may: (1) by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the CONTRACTOR, or (2) terminate the CONTRACTOR'S right to proceed in accordance with Article 6 of these General Provisions.

D. The CONTRACTOR shall furnish promptly, and without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the CONTRACTING OFFICER. All inspection and test by the COUNTY or its agent shall be performed in such manner as not unnecessarily to delay the work. Special, full size and performance tests shall be performed as described in this contract. The CONTRACTOR shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the CONTRACTOR for its inspection.
E. Should it be considered necessary or advisable by the COUNTY, at any time before acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the CONTRACTOR or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

F. Unless otherwise provided in this contract, acceptance by the COUNTY shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the COUNTY'S right under any warranty or guarantee.

1.12 SUPERINTENDENCY BY CONTRACTOR:

The CONTRACTOR shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for him.

1.13 PERMITS AND RESPONSIBILITIES:

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

1.14 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 can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the COUNTY are expressly stated in the contract.

1.15 OTHER CONTRACTS:

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit his own work to such additional work as may
be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

1.16 PATENT INDEMNITY:

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

1.17 ADDITIONAL BOND SECURITY:

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the COUNTY or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the COUNTY, the CONTRACTOR shall promptly furnish such additional security as may be required from time to time to protect the interests of the COUNTY and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

1.18 COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.19 EMPLOYMENT DISCRIMINATION PROHIBITED:

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

1.20 SUSPENSION OF WORK:

A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the public.

B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by his 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 such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article 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.

C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

1.21 SUBCONTRACTORS:

Subsequent to the award, the CONTRACTOR shall, submit for approval a complete list of subcontractors who will be engaged by him in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it himself if for any reason it becomes necessary or desirable for him to do so. That portion of the specifications beginning with the CONSTRUCTION SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete
1.22 SPECIFICATIONS, STANDARDS, AND FORMS:

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest bid invitation shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

1.23 WORKING HOURS PER DAY:

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

1.24 SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHT WORK:

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

1.25 CONTRACTOR RESPONSIBLE FOR OVERTIME COSTS:

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTING OFFICER at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule (where applicable) for those services as deemed necessary by the COUNTY:

Engineer .................................$110.00 per hour
Inspector .................................$80.00 per hour
COUNTY Staff .....................$60.00 per hour
Miscellaneous......................As Billed to the COUNTY
Quality Control Testing............As Billed to the COUNTY
Other ..............................As Billed to the COUNTY

1.26  EMERGENCY WORK:

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

1.27  CONSTRUCTION FACILITIES:

The CONTRACTOR will provide, erect, maintain and remove when directed: all barricades, staging, platforms, guards, etc., as required by local codes or laws, for protection of workmen, the public, or the environment. The construction and maintenance of these items shall comply with all applicable safety codes and regulations.

1.28  TEMPORARY FACILITIES:

Before submitting his bid, the CONTRACTOR should visit the site and should confer with the owners of the facilities to determine the use and availability of existing water, sanitary facilities, electric power, and storage space, and to determine the extent to which the CONTRACTOR will be required to provide or supplement these and other necessary facilities at his own expense.

Where existing toilet facilities are not available, the CONTRACTOR shall provide and maintain in a sanitary condition, an enclosed fly-tight toilet located as directed by the CONTRACTING OFFICER.

1.29  OPERATING AND RESTORATION:

The CONTRACTOR shall so conduct his operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and in a condition satisfactory to the CONTRACTING...
OFFICER.

The CONTRACTOR shall restore at his expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, his agents, employees, workmen, and subcontractors in the execution of this contract.

1.30 WORK STOPPAGE BY THE COUNTY:

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions. Extensions of time will be allowed, but no extensions of time shall release the CONTRACTOR and his sureties from their general obligations under the contract and performance bond.

1.31 APPROVAL OF SPECIALIZED FACILITIES:

Certain items specified elsewhere in these specifications may be required to be of an approved type for the purpose intended, as determined by a nationally recognized organization adequately equipped and competent to perform the specific inspection and approval service by examination, inspection, tests, or a combination thereof.

Where such approval is required, the evidence of such approval shall be considered acceptable by the attachment to the article of the seal or label of the organization designated for the item specified, the inclusion by description and identification of such article in the current registry of approved items by the designated organization, or the issuance by the designated organization of a certificate acceptable to the COUNTY.

1.32 SAFETY AND HEALTH:

The CONTRACTOR shall conduct his operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes.

The CONTRACTOR shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction," (latest revised edition) of the Associated General Contractors of America, Incorporated, and amendments thereto, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as the CONTRACTING OFFICER may determine to be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or his representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work.
When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

1.33 INSURANCE:
See Part I, Instructions to Bidders

1.34 ADVERTISING:
No signs or advertisements shall be displayed on the construction site except with the prior approval of the CONTRACTING OFFICER.

1.35 FEDERAL, STATE, AND LOCAL TAXES:
Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

1.36 MAINTENANCE MANUALS:
Prior to turning over operation and maintenance of the facilities and equipment constructed or rehabilitated under this project, the CONTRACTOR shall furnish the CONTRACTING OFFICER with seven (7) complete (and approved by the CONTRACTING OFFICER) sets of operating and maintenance manuals, manufacturer’s instructions, factory drawings, and parts lists as required for the proper maintenance and operation of equipment and related facilities furnished and installed under the contract and shall also instruct COUNTY personnel in the operation and maintenance of all mechanical and electrical equipment installed under the contract.

1.37 CONTRACT GUARANTEE:
Except where a longer period is established elsewhere in these specifications, all work including labor, materials, and equipment performed under this contract shall be guaranteed for a period of one (1) year from date of final acceptance of the contract by the COUNTY. All guarantees embraced in or required by this contract are subject to the terms of this provision unless otherwise expressly agreed in writing by the parties to the contract. During the term of the guarantee, the CONTRACTOR, when notified by the CONTRACTING OFFICER, shall promptly replace or put in satisfactory condition in every particular, any deficiency in the guaranteed work, and shall make good all damage to the structures and grounds, and to any other material, equipment, and property which are disturbed in fulfilling the requirements of the guarantee of which have been damaged because of the deficient work. In the event of failure by the CONTRACTOR to comply with these provisions within ten (10) days following date of notification, the COUNTY may proceed to have such defects repaired and the CONTRACTOR and his surety shall be liable for cost incurred in connection therewith.
1.38 APPORTIONING OF CONTRACT AMOUNT (LUMP SUM):
Before the first application for payment, the CONTRACTOR shall submit to the COUNTY a cost breakdown of the various portions of the work indicating: the estimated quantity of units of each portion of the work, the cost per unit of each portion, and the total aggregate cost of each portion. Profit and overhead shall be properly apportioned to each item and all unit and proportional costs shall aggregate the total CONTRACT sum, divided so as to facilitate payments to subcontractors. The cost breakdown shall be prepared in such form as the COUNTY may direct and be supported by such data to substantiate its correctness as the COUNTY may require. This breakdown, when approved by the COUNTY, shall be used only as a basis for the CONTRACTOR’S applications for payments.

1.39 CONSTRUCTION PROGRAM:
Following receipt of the Notice to Proceed with the work and prior to commencement of on-site operations, the CONTRACTOR shall submit to the CONTRACTING OFFICER schedule(s) of his proposed operating and progress, showing the CONTRACTOR’S estimated starting and completion dates for each element of the work, in graphic form when required, and showing also the dollar value which the CONTRACTOR proposes to establish for each such element. Failure to submit this schedule, and to obtain approval thereof and to conform to construction progress therewith, will be considered cause for postponing approval of the CONTRACTOR’S payment requests. Both the schedule of progress and the dollar value will be subject to approval and modification by the CONTRACTING OFFICER. When required by the CONTRACTING OFFICER for purposes of determining the equitableness of the CONTRACTOR’S payment request, the CONTRACTOR shall furnish evidence satisfactory to the CONTRACTING OFFICER of the sums paid by the CONTRACTOR for materials, supplies, and other items of expense.

1.40 SHOP DRAWINGS, CATALOGS, AND SAMPLES:
Where shop drawings, catalogs, schedules, samples and related material are specified to be submitted, and whenever required by the COUNTY to be submitted, the CONTRACTOR shall submit four facsimiles for review and approval, one of which will be returned to the CONTRACTOR when approved. If the CONTRACTOR wishes additional copies returned, he may submit more than four copies, in which case the extra copies will be returned to the CONTRACTOR. The shop and diagram drawings and schedules must show completely all the work to be done, and any error or omission in the construction work because of incomplete or erroneous shop drawings, diagram drawings, and schedules shall be corrected by the CONTRACTOR at his own expense, even though the work is in place. Unless specifically requested as an exception by the CONTRACTOR, and approved by the COUNTY in writing, the approval by the COUNTY of any shop drawings, catalog, schedule, sample, and related material is limited to compliance with the contract drawings and contract specifications, and such approval by the COUNTY will not relieve the CONTRACTOR of the responsibility for errors or for failure properly to coordinate all elements of the project affected by the submitted material. All submittals shall be clearly identified.

The COUNTY will make every effort to process all such submitted material as expeditiously as possible but it is the responsibility of the CONTRACTOR to present all such submittals at least two weeks in advance of his need for such approval, and in any
event the COUNTY will entertain no request for a time extension to the contract resulting from a delay by the COUNTY in processing such submitted material unless the material is submitted in sufficient time to permit adequate review by the COUNTY commensurate with the complexity of the specific submittal. For shop drawing reviews in excess of two for each item, the COUNTY shall deduct from monies due the CONTRACTOR the cost incurred by the COUNTY for such additional reviews. When specified or requested by the CONTRACTING OFFICER, the CONTRACTOR shall submit a certificate executed by the manufacturer certifying that the materials or equipment to be incorporated in the work comply with the requirements of these specifications.

1.41 INSPECTION AND ACCEPTANCE OF WORK:

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of construction and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

1.42 ERRORS AND OMISSIONS:

The CONTRACTOR shall, immediately upon his discovery of any statement or detail which is discrepant or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given if such error or omission is discovered.

1.43 INTENT OF SPECIFICATIONS:

It is the spirit and intent of these documents, specifications, and of the drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general quality of the facility being constructed. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

1.44 DISPUTES:

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be decided by the CONTRACTING OFFICER who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.

B. The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any
appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER’S decision.

C. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

1.45 FAIR TREATMENT OF SUBCONTRACTORS AND VENDORS:
A. The CONTRACTOR must make payment to any sub-contractor or vendor within 15 business days of receiving payment from the COUNTY for a contractor invoice submitted to the COUNTY that billed for services or commodities provided by that sub-contractor or vendor.
B. CONTRACTORS may not impose retainage rates upon sub-contractors that are higher than those rates imposed upon the CONTRACTOR by the COUNTY.

1.46 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:
A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
B. By submitting a bid/proposal in response to this solicitation, the CONTRACTOR certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The CONTRACTOR has sole responsibility for compliance with this requirement.
C. Violation of this requirement may result in termination of the CONTRACT, a penalty of $1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

**** END OF GENERAL PROVISIONS ****
PART III - SPECIAL PROVISIONS
1.0 GENERAL

1.1 PROJECT DESCRIPTION

The County Commissioners of Charles County are hereby requesting sealed bids from qualified contractors to provide Swan Point Wastewater Treatment Plant (WWTP) Electrical System Improvements as described and specified within the solicitation documents. The Swan Point WWTP is located on the north side of Swan Point Road, in Newburg, Maryland 20664. The project includes, but is not limited to the following: removal of existing above and below ground conduit and wiring, installation of electrical and communication ductbanks and associated hand holes, above-ground conduit, pull boxes, electrical and communication wire and cable, and full removal and replacement of five (5) control panels at the Oxidation Ditch Facility.

1.2 PROJECT BACKGROUND

The existing Swan Point Wastewater Treatment Plant located in Charles County consists of an Influent / Sludge Structure with a mechanical screen, paddle-vortex grit chamber, chemical storage & dosing equipment, and flow equalization storage. The WWTP also contains an Oxidation Ditch (4-Stage Bardenpho Process), Secondary Clarifiers, Sand Filters, UV Disinfection, Effluent Pumping Station and a Plant Building with Administrative Facilities, Controls Equipment, and Electrical Distribution Equipment. The WWTP was originally constructed in 2007 under a design-build contract to allow for new development on the Swan Point peninsula to the north of the plant.

1.3 DRAWINGS AND SPECIFICATIONS

All work shall be performed in accordance with the project drawings and specifications provided by the County. Furthermore, the work shall be in compliance with the Charles County Government Department of Planning and Growth Management Standards & Specifications for Construction and all other local, state, and federal ordinances, codes, guidelines, and regulations applicable to the work being performed under this contract.

1.4 LIQUIDATED DAMAGES

Time is of the essence for the completion of this project. In accordance with the General Provisions, the County shall, at its discretion, assess liquidated damages in the amount as determined by the County to be the actual cost incurred by the County as a result of the project being extended beyond the contract completion date as defined in Part I, Section 2.5 Term of Contract. The amount of liquidated damages shall not exceed $2,000 per day.

2.0 SCOPE OF SERVICES

The Scope of Services for this project includes all incidental work necessary to perform the work identified on the Bid Form. The Contractor shall not commence work under the Scope of Services prior to receiving a written notice from the County. The notice will only be in the form of an official Notice-to-Proceed (NTP) letter from the Department of Public Works. Any other form of authorization for the start of work on this project does not constitute approval by the County.

There will be no separate payment by the County for performing tasks within the Scope of Services. The cost associated with these items shall be considered incidental expenses and included in the base bid items.
2.1 PRE-CONSTRUCTION VIDEO

Upon receiving the NTP and prior to mobilizing to the site, the Contractor shall conduct a site video inspection of the project area(s). Prior to the start of any work on site, a copy of the pre-construction site video shall be provided to the County in a digital format acceptable by the County.

2.2 MOBILIZATION/DEMOBILIZATION

The Contractor shall mobilize and begin work within fourteen (14) days of the date on the NTP letter. Mobilization shall include but is not limited to any required surveying and stakeout, equipment delivery, material delivery, and delivery of tools, and all requirements as specified in Section 01100 of the Charles County Government Department of Planning & Growth Management Standards & Specification for Construction.

At the completion of the project, the Contractor shall demobilize all equipment, tools, materials, etc. that is not part of the permanent construction and/or authorized by the County to remain on site. All areas shall be returned to its pre-disturbed or better condition.

2.3 PROJECT SCHEDULE

Upon receiving the Notice of Award (NOA) letter from the County, the Contractor shall begin developing a project schedule to be submitted to the County for review and acceptance at or before the project Pre-Construction meeting. The schedule shall be prepared utilizing the Critical Path Method (CPM). The schedule shall breakdown each bid item task into manageable and measurable subtasks. The schedule shall be monitored through the duration of the Contract and shall be updated prior to each progress meeting, with copies provided by the Contractor for each meeting attendee for review and discussion. The schedule shall be prepared in a manner that front loads concentrated work efforts that reserves time to deal with unforeseen difficulties, and still meet the allotted time for completion.

2.4 QUALITY CONTROL AND NOTIFICATIONS

The Contractor shall notify the Maryland Department of the Environment Stormwater Management Administration at (410) 631-3510, 5 business days prior to start of work, when all erosion and sediment control devices are in place, after final stabilization and before removal of any sediment control device.

There will be no separate payment by the County for quality control required by the Contractor. Costs associated with this work shall be considered incidental expenses and included in the Total Bid Price on the Bid Form.

2.5 EQUIPMENT AND MATERIAL SUBMISSION

Equipment and material shall comply with the Charles County Government Department of Planning & Growth Management Standards & Specifications for Construction. The Contractor shall also provide a Certificate of Compliance for each material and equipment stating that the equipment and/or materials fully comply with the requirements of this Contract.

Prior to ordering and/or delivery, the Contractor shall submit for review and approval to the County or its authorized representative, all sources from which the Contractor proposes to obtain equipment and materials. Furthermore, prior to installation or use, the Contractor shall submit for
approval, product data for all equipment and materials to include but not limited to the, compaction testing equipment, concrete, stone, select fill, drainage structures/ piping, retaining wall material, fencing etc.

2.6 EROSION AND SEDIMENT CONTROL

The Contractor must install erosion and sediment (E&S) control measures as shown on the project drawings, or as otherwise required by the regulations. The Contractor shall maintain all E&S measures throughout the duration of the Contract. All E&S measures shall be in accordance with the Charles County Government’s Department of Planning & Growth Management’s Standard Specifications for Construction and must adhere to any other federal, state, and local rules and regulations regarding erosion and sediment control. The Contractor shall make available for access to all regulatory agencies having jurisdiction over erosion and sediment control, and assist as necessary in the inspection of all E&S measures installed on this project by the Contractor.

2.7 GEOTECHNICAL TESTING

The Contractor shall obtain the services of a 3rd party geotechnical inspection firm to perform testing on materials as required. Testing requirements shall be in accordance with applicable sections of the Charles County Government’s Department of Planning & Growth Management’s Standard Specifications for Construction. Tests shall be performed, but not be limited to, when installing the following: select fill material, trench backfill, concrete, and preparation of subgrades. Geotechnical field representative shall verify that soil bearing capacity at subgrade meets minimum bearing specified.

2.8 PROJECT COORDINATION

The Contractor shall coordinate with all applicable County staff and utility companies having jurisdiction, stake, or vested interest that could or may be affected by this project. The Contractor must notify the affected parties prior to starting and at the completion of their work affecting the party’s vested interest. The Contractor shall maintain reasonable access to allow these parties to perform their duties as it relates to their respective jurisdiction, facilities, and property.

2.9 PROJECT MEETINGS

The Contractor is required to attend periodic meetings throughout the duration of the Contract.

2.9.1 Kick Off Meeting

The Contractor shall attend a project “Kick Off” meeting at the County prior to starting any work. The Contractor shall coordinate with the County for the date and time of this meeting and to provide items of discussion for the agenda. The County or County authorized representative will provide the agenda, chair the meeting, and provide meeting minutes. The Contractor must provide at least four (4) copies of the initial project CPM schedule and be prepared to answer any questions pertaining to the prepared schedule. The agenda for the meeting will generally include the following topics:

1. Responsibilities of Consulting Engineer
2. Responsibilities of the Owner/County
3. Responsibilities of the Contractor
4. Responsibilities of the funding agency
5. Coordination of utility work
6. Processing pay requests
7. Discussion of contractor’s schedule
8. Review of subcontractors
10. Change order procedures
11. Safety
12. Labor and equal employment requirements
13. Project inspection
14. Coordination between contractors
15. Other items

2.9.2 **Pre-Construction Site Meeting**

The Contractor shall coordinate with the County, all applicable regulatory agencies and utility companies to schedule a pre-construction site meeting prior to start of work, and periodically as needed throughout the course of the project. The purpose of the site meeting is to provide an opportunity to discuss the effects the construction will have on each agency or company’s area of jurisdiction.

2.9.3 **Bi-Weekly Progress Meetings**

In an effort to keep the project on schedule, to review the progress of construction, and to discuss pertinent project issues, the Contractor shall be prepared to meet at the site on a bi-weekly basis at an agreeable time and day during the work week.

2.9.4 **Field Coordination Meeting**

The Contractor shall coordinate and attend, when necessary, any field coordination meetings required by the County, or any regulatory agency or utility company as required to discuss issues related to the performance of work identified in these Special Provisions.

2.10 **INVOICES**

The Contractor shall submit monthly invoices on the County’s standard invoice form for payment of work performed. **Fourteen (14) days prior to submitting the 1st monthly invoice, the Contractor shall submit a Schedule of Values to the County for review and approval.** The Schedule of Values shall contain a cost breakdown of the construction items shown on the Bid Form and shall be consistent with the activities identified on the approved project schedule. Payment of invoices by the County shall be in accordance with the Contract Documents.

2.11 **AS-BUILT AND RECORD DRAWINGS**

As the work progresses, the Contractor shall record all as-built information of the construction. The Contractor shall make available the as-built information to the County for inspection as the project progresses. At the completion of work and prior to substantial completion inspection, the Contractor shall submit redline drawings to the County for review and approval. The Contractor shall allow two (2) weeks for review/approval by the County. If comments are returned, the Contractor shall address all comments resulting from the review of the redline drawings. **Upon approval of the redline drawings by the County, the Contractor shall develop the record as-built drawings which are to be signed and sealed by a professional engineer licensed in the State of Maryland.**
Final Inspection will not be held until the redlined drawings have been provided by the Contractor and approved by the County.

2.12 CLOSEOUT DOCUMENTS

Upon completion of all work related to this project, the Contractor shall complete and submit to the County the closeout documents provided in Appendix 2 of this solicitation. If required, the Contractor shall make any modifications to the forms and information provided with the closeout documents at no additional cost to the County.

3.0 SCOPE OF WORK

The Contractor shall not commence construction activities under the Scope of Work prior to receiving a written notice from the County.

The Scope of Work for this project includes, but is not limited to the furnishing of all coordination, scheduling, supervision, labor, tools and equipment, materials and supplies, mobilizations/demobilization as required for the construction of the project drawings and construction specifications provided in Appendix 1. This project shall comply with the Contract Documents and all applicable sections of the Charles County Department of Planning and Growth Management Standards and Specifications for Construction and all other applicable requirements of the County, the Maryland Department of the Environment, and any other regulatory authority having jurisdiction to control, limit or otherwise regulate the work performed under this contract.

3.1 BASE BID ITEMS

3.1.1 Base Bid Item No. A-1: Swan Point WWTP Electrical System Upgrades

The Contractor shall furnish all labor, material, and equipment/tools necessary to coordinate, plan, and execute the work shown on the project drawings and specifications. Bid Item No. A-1 of the Bid Form establishes the lump sum price for which payment will be made by the County for furnishing and installing the Swan Point Wastewater Treatment Plant Electrical System Improvements and all work associated with this task. This work shall include installation of new electrical and controls ductbank, hand holes, conduit, wiring, and control panels with all associated appurtenances required to provide an installed product that is complete, fully functional, and in accordance with the Contract documents.

3.1.2 Base Bid Item No. A-2: Subsurface Utility Investigation, Non-Destructive Test Pits, and Utility Plans

The Contractor shall furnish all labor, material, and equipment/tools necessary to coordinate, plan, and execute the work shown on the project drawings and specifications. Bid Item No. A-2 of the Bid Form establishes the lump sum price for which payment will be made by the County for performance of non-destructive subsurface utility investigations, provision of test pits at each utility crossing, and creation and provision of hard copy paper and electronic copies of plans, profiles, and sections fully identifying all utility locations and paths, within the designated project area. Any work associated with the investigation, discovery, and documentation of existing utilities within the project area shall be included within Bid Item No. A-2.
3.2 CONTINGENCY BID ITEMS

Contingency item quantities are estimated and not guaranteed. The Bid Form established the Unit Price to be paid for each contingency item. Contingency Items will be performed only at the express written authorization of the County. The Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to provide the specified item, including allowances for overhead and profit for each type and unit of Work provided.

Quantities for contingency items unit price work represent quantities that are above and beyond that required by the Contract Documents.

3.2.1 Contingency Bid Item No. B-1: Contingent 4” Six (6) Way Ductbank in Appendix I – Drawings, Sheet E-12, Typical Section – Concrete Encased Ductbank

The work under this item shall include furnishing and installing six (6) way 4” PVC Schedule 80 concrete encased ductbank as ordered by the County in writing and which is in addition to that shown on the drawings. The work shall include: excavation and backfill; sheeting, shoring, and bracing; compaction; control of groundwater; disposal of excess and unsuitable material; furnishing and installing six (6) way 4” PVC Schedule 80 concrete encased ductbank; testing; site restoration; and all other items of work necessary to complete this item of work.

This item will be measured horizontally in place along the centerline of the ductbank for the number of linear feet of ductbank installed as ordered by the County in writing. Unit cost shall include all fittings necessary for the required path and for termination or continuation as required by the installation area.

Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-1 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

3.2.2 Contingency Bid Item No. B-2: Contingent 3” Four (4) Way Ductbank in Appendix I – Drawings, Sheet E-12, Typical Section – Concrete Encased Ductbank

The work under this item shall include furnishing and installing four (4) way 3” PVC Schedule 80 concrete encased ductbank as ordered by the County in writing and which is in addition to that shown on the drawings. The work shall include: excavation and backfill; sheeting, shoring and bracing; compaction; control of groundwater; disposal of excess and unsuitable material; furnishing and installing four (4) way 3” PVC Schedule 80 concrete encased ductbank; testing; site restoration; and all other items of work necessary to complete this item of work.

This item will be measured horizontally in place along the centerline of the ductbank for the number of linear feet of ductbank installed as ordered by the County in writing. Unit cost shall include all fittings necessary for the required path and for termination or continuation as required by the installation area.

Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-2 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.
3.2.3 Contingency Bid Item No. B-3: Contingent Discrete Signal Wiring: Pair of #14 XHHW-2 Conductors for Discrete Control Signal(s) in Appendix I – Technical Specifications, Section 16120

The work under this item shall include furnishing and installing a pair of #14 XHHW-2 conductors for Discreet Control Signal(s) in ductbanks as ordered by the County in writing and which is in addition to that shown on the drawings.

This item will be measured for the number of linear feet of wire installed as ordered by the County in writing, measured horizontally and vertically in place.

Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-3 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

3.2.4 Contingency Bid Item No. B-4: Contingent Analog Signal Wiring: #16 Twisted Shielded Pair for Analog Control Signal(s) in Appendix I – Technical Specifications, Section 16930

The work under this item shall include furnishing and installing a #16 Twisted Shielded Pair for Analog Control Signal(s) in ductbanks as ordered by the County in writing and which is in addition to that shown on the drawings.

This item will be measured for the number of linear feet of wire installed as ordered by the County in writing, measured horizontally and vertically in place.

Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-4 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

3.2.5 Contingency Bid Item No. B-5: Contingent ¾” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930

This work shall consist of furnishing and installation of contingent ¾” PVC coated rigid galvanized steel conduit, as directed by the County that may be required during the course of the performance of the project. The unit price shall include conduit, drains, seals, fasteners, pull boxes, and all associated equipment for a complete conduit system. The unit price shall include full compensation for furnishing all necessary labor, materials, tools, and equipment necessary for the installation of the conduit.

This item will be measured for the linear feet of conduit installed as ordered by the County in writing, measured horizontally and vertically in place.

Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-5 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.
3.2.6 Contingency Bid Item No. B-6: Contingent 1” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930

This work shall consist of furnishing and installation of contingent 1” PVC coated rigid galvanized steel conduit, as directed by the County that may be required during the course of the performance of the project. The unit price shall include conduit, drains, seals, fasteners, pull boxes, and all associated equipment for a complete conduit system. The unit price shall include full compensation for furnishing all necessary labor, materials, tools, and equipment necessary for the installation of the conduit.

This item will be measured for the linear feet of conduit installed as ordered by the County in writing, measured horizontally and vertically in place.

Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-6 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

3.2.7 Contingency Bid Item No. B-7: Contingent 1 ½” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930

This work shall consist of furnishing and installation of contingent 1 ½” PVC coated rigid galvanized steel conduit, as directed by the County that may be required during the course of the performance of the project. The unit price shall include conduit, drains, seals, fasteners, pull boxes, and all associated equipment for a complete conduit system. The unit price shall include full compensation for furnishing all necessary labor, materials, tools and equipment necessary for the installation of the conduit.

This item will be measured for the linear feet of conduit installed as ordered by the County in writing, measured horizontally and vertically in place.

Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-7 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

3.2.8 Contingency Bid Item No. B-8: Contingent 2” Electrical/Controls Conduit in Appendix I – Technical Specifications, Section 16930

This work shall consist of furnishing and installation of contingent 2” PVC coated rigid galvanized steel conduit, as directed by the County that may be required during the course of the performance of the project. The unit price shall include conduit, drains, seals, fasteners, pull boxes, and all associated equipment for a complete conduit system. The unit price shall include full compensation for furnishing all necessary labor, materials, tools, and equipment necessary for the installation of the conduit.

This item will be measured for the linear feet of conduit installed as ordered by the County in writing, measured horizontally and vertically in place.
Payment for this item will be at the unit price per linear foot bid for Bid Item No. B-8 of the Bid Form. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

### 3.3 ALLOWANCE BID ITEMS

The Contractor shall provide the specified cash allowances as part of the work. Allowance includes cost of product and applicable taxes to the Contractor or Subcontractor, less applicable trade discounts. Allowance shall include costs associated with the product delivery to site and handling at the site, including unloading, uncrating, and storage (protection of Products from elements and from damage) and labor for installation and finishing.

Selection of Products shall be based on review and approval by the County. Upon approval, Contractor shall execute purchase agreement with designated supplier, arrange for delivery, and promptly inspect products upon delivery for completeness, damage, and defects. Contractor shall be responsible for resolving any of these issues regarding quality and delivery of products. Contractor shall be responsible for installation and finishing of a complete, operable product to the satisfaction of the County.

Differences between allowance amounts and actual costs will be adjusted by Change Order prior to final payment.

#### 3.3.1 Allowance Bid Item No. C-1: Lump Sum Allowance for Contingent Pipe Relocation

The work under this item shall include costs associated with furnishing and installing pipe and fittings as ordered by the County in writing and which is in addition to that detailed within the drawings. Efforts paid for under this allowance shall result from unknown and unpredictable existing utility arrangements that necessitate relocation of an entire length or section thereof of pipe to allow for installation of new infrastructure as detailed within the Contract documents. The work shall include furnishing and installing related pipe hangers and pipe supports, pipe bedding, testing of pipe and fittings, and painting.

If, and when requested by the County, the Contractor shall prepare a detailed cost proposal for the work. The cost proposal shall include and cover furnishing of all labor, materials, equipment, tools, and incidentals required to perform the work as specified and to the satisfaction of the County. No work is authorized under this item without the written approval and direction of the County.

Measurement under this item shall be made on the basis of identified and approved work with an associated detailed cost as submitted by the Contractor and the written direction of the County. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

#### 3.3.2 Allowance Bid Item No. C-2: Lump Sum Allowance for Contingent Controls Equipment and Troubleshooting

The work under this item shall include costs associated with either additional controls equipment,
troubleshooting of the existing controls system, or both as ordered by the County in writing and which is in addition to that detailed within the documents. Work shall be as required to provide a complete and fully functional control system or to address existing system deficiencies as identified during the course of construction activities. Efforts paid for under this allowance shall result from unknown and unpredictable existing conditions.

If, and when requested by the County, the Contractor shall prepare a detailed cost proposal for the work. The cost proposal shall include and cover furnishing of all labor, materials, equipment, tools, and incidentals required to perform the work as specified and to the satisfaction of the County. No work is authorized under this item without the written approval and direction of the County.

Measurement under this item shall be made on the basis of identified and approved work with an associated detailed cost as submitted by the Contractor and the written direction of the County. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

**3.3.3 Allowance Bid Item No. C-3: Lump Sum Allowance for the Purchase of Computer Workstations**

Provide computer workstations per Specification Section 01500-1.23.B.

If, and when requested by the County, the Contractor shall prepare a detailed cost proposal for the work. The cost proposal shall include and cover furnishing of all labor, materials, equipment, tools, and incidentals required to perform the work as specified and to the satisfaction of the County. No work is authorized under this item without the written approval and direction of the County.

Measurement under this item shall be made on the basis of identified and approved work with an associated detailed cost as submitted by the Contractor and the written direction of the County. Items shown in the Contract documents or specified to be included in other pay items will not be paid as part of this bid item.

*******END OF SPECIAL PROVISIONS*******
APPENDIX 1 – SPECIFICATIONS AND DRAWINGS

Due to the size and number of documents, the following drawings and specifications are published separately, and are available on the Charles County FTP site:

- ITB 17-19 APPENDIX 1 – DRAWINGS – 170207.pdf
- ITB 17-19 APPENDIX 1 – TECHNICAL SPECIFICATIONS – 170207.pdf

Drawings and specifications are available for download from the Charles County FTP site using the following steps:

2. Click on the Directory labeled “ITB 17-19”.
3. Locate the project files from the list and select each file to download.
APPENDIX 2 – CLOSE OUT DOCUMENTS
CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS (G706)

Project: County’s Project

Contract for:

To Owner:
County Commissioners of Charles County
P.O. box 2150
La Plata, MD 20646

Contract Dated:

State of: Maryland
County of: Charles County

The undersigned hereby certifies that, except as listed below, payment has been made in full and obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the owner or Charles County properly might in any way be held responsible for encumbered.

Exceptions: (If none, write “None.” If required by the owner, the contractor shall furnish bond satisfactory to the owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor’s release or waiver of liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Sub-Contractors and material of equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

By:

Subscribed and Sworn to before me this day of , 20____

Notary Public:

My Commission Expires:
CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS

Owner ____
Architect ____
Contractor ____
Other ____
Surety ____

TO OWNER:

Architect’s Project No:

County Commissioners of Charles County
P.O. Box 2150
La Plata, MD 2064

Contract For:

Project:

Contract Date:

State of: Maryland
County of: CHARLES

The undersigned, pursuant to Conditions of the Contract, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Exceptions: (If none, write “None.” If required by the owner, the contractor shall furnish bond satisfactory to the owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor’s release or waiver of liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Sub-Contractors and material of equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

By:
Subscribed and Sworn to before me this day of , 20__

Notary Public:

My Commission Expires:

APP - 3
CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  

Owner __  Architect __  Contractor __  Surety __  Other __  Bond Number __

TO (Owner)  

Architect’s Project No:

County Commissioners of Charles County  
P.O. Box 2150  
La Plata, MD 20646

Contract For:

Contractor:

Contract Date:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, (here insert name and address of Surety Company) , Surety Company On bond of: (here insert name and address of Contractor) , Contractor hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall relieve the Surety Company of any of its obligations to (here insert name and address of owner) County Commissioners of Charles County, La Plata, Maryland 20646. , Owner as set forth in the said Surety Company’s bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this __________ day of __________________, 20__.  

______________________________  
Surety Company

______________________________  
Signature of Authorized Representative  

Attest:  
(Seal):

Title  

Note: This form to be used as a companion document to AIA Document C706, Contracts Affidavit of Release of Liens.
RELEASE AND WAIVER OF LIEN
(SUBCONTRACTOR/VENDOR)

To Whom It May Concern:

We, the undersigned, who have for the account of ________________________________,
furnished materials and/or labor in the construction of ________________________________
located at ________________________________, upon real estate owned by ________________________________, do hereby, in consideration of payment(s) made, the receipt whereof is hereby acknowledged and for other good and valuable consideration, and in accordance of other benefits accruing to us, intending to be legally bound, we do hereby, for ourselves, our employees, our sub-contractors, our material, men, and all other persons acting for, on account of, through or under us, waiver, relinquish and release, all manner of liens, claims and demands, including, but not limited to all right to file or to have filed or to maintain any mechanics lien or liens, prior claims against the Property or Owner. This release and Waiver of Lien is executed and given in favor of and for the benefit of each and every party legally or equitably, now or hereafter, owning an interest in the property and to any party who has made or who in the future makes loan or loans secured on the Property and his, its or their heirs, successors and assigns; and, we do further warrant that we have the full right to execute this Release and Waiver of Lien shall be independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any other and further work done or materials furnished at any time with respect to the Property subsequent to the execution of the Release and Waiver of Lien.

The subscriber to this instrument respectively warrants that all laborers employed by him upon the aforesaid premises have been fully paid and that none such laborers have any claim, demand, or lien against the Property, and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by us, for or in connection with any material, appliances, machinery, fixtures, or furnishing placed upon or installed in the Property.

It is understood and agreed that the signature hereto is for all services rendered, work done and material furnished heretofore and hereafter by the subscriber in any and all capacities.

WITNESS our signature this _________________ day of _________________, 20___

___________________________
Name of Company

___________________________
Authorized Signatory

___________________________
TITLE / POSITION
RELEASE

We, the undersigned, are subcontractors, material, men or other persons furnishing services or labor or materials, as indicated under our respective signatures below, in a construction or repair of the following project: __________________________________________________________

In consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt of which is hereby acknowledge, we do hereby waive, release, and quit claim, all right that we, or any of us, may now or hereinafter have to a lien upon the land and improvements above described or any and all other claims, including, but not limited to, claims against performance bonds and we do further warrant that we have not and will not claim that we have the right to execute this waiver and release thereof. We, the undersigned, do hereby further acknowledge that we do release and discharge CHARLES COUNTY from any and all liability arising from or relating to the aforementioned contract to perform the work as is herein set forth.

WITNESS the following signatures and seal this __________day of ____________, 20__.

WITNESS: (Print full name and Sign on top)

__________________________________________  __________________________
Name of Company

__________________________________________  __________________________
Authorized Signatory

__________________________________________  __________________________
TITLE / POSITION
GUARANTEE FORM

Pursuant to, and in consideration of the benefits received by virtue of the following:

Project:

Project No:

The undersigned does hereby guarantee to the Charles County Commissioners hereafter called the County, its successors, or assigns, that the materials and workmanship in the product, or products, furnished to the County pursuant to the terms of the agreement be free from any defects for a period of one year from the date of FINAL COMPLETION ACCEPTANCE unless otherwise agreed to in writing, therefore by the County. In the event any defects shall become apparent within one (1) year from date of FINAL COMPLETION ACCEPTANCE, the undersigned does agree to repair the same within 30 days of the mailing of written notice.

In the event such repairs shall not be commenced within 25 days of the mailing of such notice, OR THE WORK IS OF AN EMERGENCY NATURE the County shall have the right to repair or have repaired the offending product(s) at the sole cost and expense of the undersigned.

Guarantee Signature Block:

State of: ____________________________________________

County of: __________________________________________

Subscribed and sworn to before me this:

_______ day of _________________________ 20_____,
__________________________________________, Notary Public

My Commission expires: _____________________________

(Title & Company Name)

(Date)

(NOTARY’S SPACE)

Final Acceptance Signature Block:

________________________________________

Chief, Capital Services

(Charles County Department of Planning & Growth Management)
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _______________________________, hereinafter called Principal, as Principal, and _______________________________, a corporation of the State of ____________________________, hereinafter called Surety, as Surety, are held and firmly bound unto COUNTY COMMISSIONERS OF CHARLES COUNTY hereinafter called Obligee in the sum of _______________________________ dollars ( $_________________ ), lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this _____________ day of _____________, 20____.

WHEREAS, the Principal entered into a contract with the said Obligee, dated ____________________, for ____________________________________________________ and,

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and

WHEREAS, said contract was completed and accepted on the ________ day of __________, 20___.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without cost of the Obligee, any defects which may develop during a period of _________________________ from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior materials of workmanship, then this obligation shall be void: otherwise it shall be and remain in full force and effect.

______________________________  Principal

ATTEST:

______________________________

BY: ______________________________

______________________________  Surety

BY: ______________________________

Attorney-in-Fact

APP - 8
APPENDIX 3 – TRANSFER OF AUTHORIZATION

MARYLAND DEPARTMENT OF THE ENVIRONMENT
1800 Washington Boulevard - Baltimore Maryland 21230
(410) 537-3000 - 1-800-633-6101 - http://www.mde.state.md.us

TRANSFER OF AUTHORIZATION

This Transfer of Authorization form is to be completed by a permittee who has applied for coverage under the General Permit for Construction Activity, in accordance with the Environmental Protection Agency’s National Pollutant Discharge Elimination System stormwater program, if the permittee intends that another person assume control of permitted activities on the site or if the site’s ownership changes. In this event, the permittee (the “transferor”) must familiarize the person who is assuming control of the permitted activities (the “transferee”) with the program and provide the transferee with a copy of the General Permit. The transferor and transferee must both sign this form. The completed forms should be submitted by the transferor to the Maryland Department of the Environment, WMA - Compliance Program, Montgomery Park Business Center, 1800 Washington Boulevard, Suite 420, Baltimore, Maryland, 21230.

NOI Identification Number (if assigned): ________________________________

Name of Transferor/Permittee: ____________________________________________

Address of Transferor/Permittee: _________________________________________

Site Name and Location (description, including County and mailing address if available): ________

Name of Person to Whom Coverage is Being Transferred (i.e., Transferee): ________________________________

Address of Person to Whom Coverage is Being Transferred: ________________________________

Phone Number of Person to Whom Coverage is Being Transferred: ________________________________

Name and Phone Number of Contact Person: _________________________________________

I acknowledge this transfer of authorization under the terms of the General Permit. I understand that the named transferee on this form is now responsible for complying with the terms of the General Permit.

______________________________  ________________________________
Transferor Signature and Date      Transferee Signature and Date
APPENDIX 4 – PREVAILING WAGE RATES

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND
2008 Legislative Session

PREVAILING WAGES

Commissioners Action: 12 / 03 / 08 Enact
Effective Date: 01 / 17 / 2009

Bill No.: 2008-20
Chapter No.: 299

AN ACT concerning PREVAILING WAGES for the purpose of requiring that a prevailing wage rate must be paid by contractors or subcontractors to their employees when working on certain County financed construction projects. Such wage rate shall be established for the County by the State Commissioner of Labor and Industry, and shall apply to certain County financed construction projects.

1. DEFINITIONS
In this section, the following words have the meanings indicated:

A. APPRENTICE:
An individual who:
(1) Is at least 18 years old;
(2) Has signed an agreement with an employer or employer’s agent, an association of employers, an organization of employees, or a joint committee, that includes a statement of:
   i. The trade, craft, or occupation that the individual is learning; and
   ii. The beginning and ending dates of the apprenticeship; and
(3) Is registered in a program of a council or bureau of apprenticeship and training of the United States department of labor.

B. CONSTRUCTION:
(1) Means the process of building, altering, repairing, improving, or demolishing any structure or building, or other structural improvements of any kind to any real property.
(2) Does not mean routine repairs, operation, or maintenance of existing structures, buildings, or real property.

C. COUNTY FINANCED CONSTRUCTION CONTRACT:
Means a contract for construction work that is awarded by the county or where county funds are used to finance all or part of the cost of the contract.

D. COUNTY FUNDS:
Means any funds directly appropriated by the county.

E. EMPLOYEE:
An apprentice or worker employed by a contractor or subcontractor on a county financed construction project.
construction contract.

F. **PREVAILING WAGE:**
The hourly wage rate set by the state commissioner of labor and industry for state-funded construction contracts in the county.

G. **PUBLIC ENTITY:**
(1) The federal government;
(2) A state government and any of its agencies;
(3) Any political subdivision of a state government and any of its agencies;
(4) Any board, commission, or committee established by federal, state, or local law;
(5) Any organization or association of the federal government, state governments, or political subdivisions of state governments; and
(6) Any other entity that is:
   i. Qualified as a non-taxable corporation under the United States Internal Revenue Code, as amended; and
   ii. Incorporated by an entity under paragraphs (1) through (5) for the exclusive purpose of supporting or benefitting an entity under paragraphs (1) through (5).

H. **WORKER:**
Laborer or mechanic

2. **EXCLUSIONS**
This section does not apply to a county financed construction contract:

A. Of less than $500,000.00;

B. That is subject to a federal or state prevailing wage law;

C. With a public entity;

D. To the extent that the contractor is expressly precluded from complying with this section by the terms of any federal or state law, contract, or grant.

3. **PAYMENT OF PREVAILING WAGE**
Any contractor and subcontractor that perform direct and measurable construction work on a county financed construction contract must pay each employee at a rate equal to or more than the prevailing wage currently in effect for the type of work performed.

4. **PREVAILING WAGE**
A. **BASIC RATE:**
The prevailing wage rate is the prevailing wage rate established annually by the commissioner of labor and industry for state financed construction work performed in the county by an employee who performs direct and measurable work.

B. **OVERTIME RATE:**
A contractor or subcontractor must pay an employee at a rate equal to or more than the
prevailing wage rate for overtime for the type of work performed for each hour that the employee performs direct and measurable work:
(1) More than 10 hours in any single calendar day;
(2) More than 40 hours in a workweek; or
(3) On a Sunday or a legal holiday.

C. **DEDUCTIONS:**
A contractor or subcontractor may only make fair and reasonable deductions that are:
(1) Required by law;
(2) Authorized in a written agreement between an employee and an employer signed at the beginning of employment that:
   i. Concern food, sleeping quarters, or similar items; and
   ii. Is submitted by the employer to the chief administrative officer or a designee; or
(3) Required or allowed by a collective bargaining agreement between a bona fide labor organization and a contractor or subcontractor.

D. **APPRENTICES:**
Each apprentice must be paid at least the rate that the state’s apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade.

5. **CONTRACT REQUIREMENTS**
Each contract covered by this section must:
A. State the requirement that contractor and subcontractor to comply with this section;
B. Specify that an aggrieved employee, as a third-party beneficiary, may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney’s fee; and
C. Comply with the requirements concerning minority business enterprises as set forth in resolution number 2005-53.

6. **MISCLASSIFICATION OF EMPLOYEES**
A contractor or subcontractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor to avoid any requirement of this section.

7. **HELPER AND TRAINEE RESTRICTIONS**
A contractor or subcontractor must not employ any individual classified as a helper or trainee to perform direct and measurable work on a contract covered by this section.

8. **POSTING REQUIREMENTS**
Each contractor and subcontractor must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the work site during the entire time work is being performed in English and any other language that is primarily spoken by the employees at the work site.
9. **PAYROLL RECORDS**

A. Each contractor and subcontractor must submit a complete copy of its payroll records for construction work performed during that period corresponding to the current request for payment or invoice to the Contracting Officer.

B. The payroll records must contain a statement signed by the contractor or subcontractor certifying that:
   (1) The payroll records are correct;
   (2) The wage rates paid are not less than those required by this section; and
   (3) The rate of pay and classification for each employee accurately reflects the work the employee performed.

C. Each payroll record must include:
   (1) The name, address, and telephone number of the contractor or subcontractor;
   (2) The name and location of the job; and
   (3) Each employee’s:
      i. Name;
      ii. Current address, unless previously reported;
      iii. Specific work classification;
      iv. Daily straight time and overtime hours;
      v. Total straight time and overtime hours for the payroll period;
      vi. Rate of pay;
      vii. Fringe benefits by type and amount; and
      viii. Gross wages.

D. Each contractor or subcontractor must:
   (1) Keep payroll records covering construction work performed on a contract covered by this section for not less than 5 years after the work is completed; and
   (2) Subject to reasonable notice, permit the Director of Fiscal and Administrative Services or a designee to inspect the payroll records at any reasonable time and as often as necessary.

E. The Director of Fiscal and Administrative Services or a designee must make payroll records obtained from contractors or subcontractors under this section available for public inspection during regular business hours for 5 years after the Director of Fiscal and Administrative Services receives the records.

10. **ENFORCEMENT**

A. The Director of Fiscal and Administrative Services or a designee may perform random or regular audits and investigate any complaint of a violation of this section.

B. A contractor or subcontractor must not discharge or otherwise retaliate against an employee for asserting any right under this section or for filing a complaint of a violation.

C. Each contract subject to this section may specify the payment of liquidated damages to the county by the contractor for any noncompliance with this section.
D. Each contractor is jointly and severally liable for noncompliance with this section by a subcontractor.

E. If a contractor or subcontractor is late in submitting copies of any payroll record required to be submitted under this section, the county may deem invoices unacceptable until the contractor or subcontractor provides the required records, and may postpone processing payments due under the contract or under an agreement to finance the contract.

11. REPORT
The Director of Fiscal and Administrative Services must report annually to the county commissioners on the operation of and compliance with this section.
The following Prevailing Wage Classification have been identified as 'Covered Crafts' for the Apprenticeship Training Fund as of 6/18/2013

<table>
<thead>
<tr>
<th>Craft</th>
<th>Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker</td>
<td>Plasterer</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>Plasterer - mixer</td>
</tr>
<tr>
<td>Bricklayer/sawman</td>
<td>Plumber</td>
</tr>
<tr>
<td>Carpenter</td>
<td>Power equipment operator - backhoe</td>
</tr>
<tr>
<td>Carpet layer</td>
<td>Power equipment operator - bobcat</td>
</tr>
<tr>
<td>Cement mason</td>
<td>Power equipment operator - bulldozer</td>
</tr>
<tr>
<td>Communication installer technician</td>
<td>Power equipment operator - crane</td>
</tr>
<tr>
<td>Drywall - spackling, taping, &amp; finishing</td>
<td>Power equipment operator - crane - tower</td>
</tr>
<tr>
<td>Electrician</td>
<td>Power equipment operator - excavator</td>
</tr>
<tr>
<td>Electrician - street lighting</td>
<td>Power equipment operator - forklift</td>
</tr>
<tr>
<td>Elevator mechanic</td>
<td>Power equipment operator - gradall</td>
</tr>
<tr>
<td>Fireproofer - by hand</td>
<td>Power equipment operator - grader</td>
</tr>
<tr>
<td>Fireproofer - sprayer</td>
<td>Power equipment operator - guard rail post driver</td>
</tr>
<tr>
<td>Glazier</td>
<td>Power equipment operator - loader</td>
</tr>
<tr>
<td>Insulation worker</td>
<td>Power equipment operator - master mechanic</td>
</tr>
<tr>
<td>Ironworker - fence erector</td>
<td>Power equipment operator - mechanic</td>
</tr>
<tr>
<td>Ironworker - reinforcing</td>
<td>Power equipment operator - milling machine</td>
</tr>
<tr>
<td>Laborer - air tool operator</td>
<td>Power equipment operator - oiler</td>
</tr>
<tr>
<td>Laborer - asphalt raker</td>
<td>Power equipment operator - paver</td>
</tr>
<tr>
<td>Laborer - burner</td>
<td>Power equipment operator - rock / stump tub grinder</td>
</tr>
<tr>
<td>Laborer - common or unskilled</td>
<td>Power equipment operator - roller - asphalt</td>
</tr>
<tr>
<td>Laborer - concrete puddler</td>
<td>Power equipment operator - roller - earth</td>
</tr>
<tr>
<td>Laborer - concrete surfacer</td>
<td>Power equipment operator - scraper</td>
</tr>
<tr>
<td>Laborer - concrete tender</td>
<td>Power equipment operator - scraper - pan</td>
</tr>
<tr>
<td>Laborer - concrete vibrator</td>
<td>Power equipment operator - spreader</td>
</tr>
<tr>
<td>Laborer - fireproofer - mixer</td>
<td>Power equipment operator - spreader - pan</td>
</tr>
<tr>
<td>Laborer - flagger</td>
<td>Resilient floor</td>
</tr>
<tr>
<td>Laborer - grade checker</td>
<td>Roofer/waterproofer</td>
</tr>
<tr>
<td>Laborer - hazardous material handler</td>
<td>Sheetmetal worker</td>
</tr>
<tr>
<td>Laborer - jackhammer</td>
<td>Sprinklerfitter</td>
</tr>
<tr>
<td>Laborer - luteman</td>
<td>Steamfitter/pipefitter</td>
</tr>
<tr>
<td>Laborer - mason tender</td>
<td>Tile &amp; terrazzo finisher</td>
</tr>
<tr>
<td>Laborer - mortar mixer</td>
<td>Tile &amp; terrazzo mechanic</td>
</tr>
<tr>
<td>Laborer - pipelayer</td>
<td></td>
</tr>
<tr>
<td>Laborer - plasterer - handler</td>
<td></td>
</tr>
<tr>
<td>Laborer - scaffold builder</td>
<td></td>
</tr>
<tr>
<td>Laborer - tamper</td>
<td></td>
</tr>
<tr>
<td>Millwright</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td></td>
</tr>
<tr>
<td>Piledriver</td>
<td></td>
</tr>
</tbody>
</table>
PREVAILING WAGE SECTION  
CHARLES COUNTY

It is mandatory upon the successful Bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. These wage rates were taken from the locality determination issued and dated below.

INFORMATIONAL WAGE RATES

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

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

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

These Informational Prevailing Wage Rates may not be substituted for the requirements of pre-award advertisement for bids or on-site posting for a public work contract that exceeds $500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project, or (2) the contracting body is a political subdivision, agency, person or entity (contractor's county) and the State funds 50% or more of the project.

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MODIFICATION REASON</th>
<th>MODIFIED HOURLY RATE</th>
<th>BORROWED FROM</th>
<th>FRINGE BENEFIT PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bilingual Translator</td>
<td>AD</td>
<td>$33.50</td>
<td>0.00</td>
<td>91.43</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>AD</td>
<td>$30.61</td>
<td>0.00</td>
<td>10.38</td>
</tr>
<tr>
<td>Bricklayer/Mason</td>
<td>AD</td>
<td>$35.51</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Carpenter</td>
<td>AD</td>
<td>$27.81</td>
<td>0.00</td>
<td>9.99</td>
</tr>
<tr>
<td>Carpenter - Shoring Scaffold Builder</td>
<td>AD</td>
<td>$27.81</td>
<td>0.00</td>
<td>9.99</td>
</tr>
<tr>
<td>Carpet Layer</td>
<td>AD</td>
<td>$28.68</td>
<td>0.00</td>
<td>10.62</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>AD</td>
<td>$22.60</td>
<td>0.00</td>
<td>9.64</td>
</tr>
<tr>
<td>Communication Installer Technician</td>
<td>AD</td>
<td>$24.53</td>
<td>0.00</td>
<td>11.97</td>
</tr>
<tr>
<td>Drywall - Spackling, Taping &amp; Finishing</td>
<td>AD</td>
<td>$32.99</td>
<td>0.07</td>
<td>9.57</td>
</tr>
<tr>
<td>Electrician</td>
<td>AD</td>
<td>$45.20</td>
<td>0.00</td>
<td>15.91</td>
</tr>
<tr>
<td>Elevator Mechanic</td>
<td>AD</td>
<td>$41.90</td>
<td>0.00</td>
<td>33.93</td>
</tr>
<tr>
<td>Glazier</td>
<td>AD</td>
<td>$32.46</td>
<td>0.00</td>
<td>11.05</td>
</tr>
<tr>
<td>Glass Installer</td>
<td>AD</td>
<td>$34.39</td>
<td>0.00</td>
<td>14.07</td>
</tr>
<tr>
<td>Ironworker - Fence Erector</td>
<td>AD</td>
<td>$32.83</td>
<td>0.00</td>
<td>14.80</td>
</tr>
<tr>
<td>Ironworker - Reinforcing</td>
<td>AD</td>
<td>$36.75</td>
<td>0.00</td>
<td>17.66</td>
</tr>
<tr>
<td>Ironworker - Structural</td>
<td>AD</td>
<td>$30.85</td>
<td>0.00</td>
<td>10.43</td>
</tr>
<tr>
<td>Laborer - Air Tool Operator</td>
<td>AD</td>
<td>$23.39</td>
<td>0.07</td>
<td>10.21</td>
</tr>
<tr>
<td>Laborer - Asphalt Fayer</td>
<td>AD</td>
<td>$23.39</td>
<td>0.07</td>
<td>10.21</td>
</tr>
<tr>
<td>Laborer - Asphalt Raker</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Blaster - Dynamite</td>
<td>AD</td>
<td>$23.39</td>
<td>0.07</td>
<td>10.21</td>
</tr>
<tr>
<td>Laborer - Burner</td>
<td>AD</td>
<td>$23.39</td>
<td>0.07</td>
<td>10.21</td>
</tr>
<tr>
<td>Laborer - Common</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Concrete Puddler</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Concrete Surface</td>
<td>AD</td>
<td>$23.39</td>
<td>0.07</td>
<td>10.21</td>
</tr>
<tr>
<td>Laborer - Concrete Tender</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Concrete Vibrator</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Density Gauge</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Fireproofing - Mixer</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Flagger</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Grade Checker</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer - Hand Roller</td>
<td>AD</td>
<td>$20.00</td>
<td>0.00</td>
<td>2.10</td>
</tr>
<tr>
<td>Laborer</td>
<td>Hazardous Material Handler</td>
<td>AD</td>
<td>$23.19</td>
<td>007</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------</td>
<td>-----</td>
<td>--------</td>
<td>-----</td>
</tr>
<tr>
<td>Laborer</td>
<td>Jackhammer</td>
<td>AD</td>
<td>$20.08</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Landscaping</td>
<td>AD</td>
<td>$20.08</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Layout</td>
<td>AD</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Luteeman</td>
<td>AD</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Mason Tender</td>
<td>AD</td>
<td>$23.93</td>
<td>007</td>
</tr>
<tr>
<td>Laborer</td>
<td>Mortar Mixer</td>
<td>AD</td>
<td>$20.08</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Pilelayer</td>
<td>AD</td>
<td>$23.99</td>
<td>007</td>
</tr>
<tr>
<td>Laborer</td>
<td>Plasterer-Handler</td>
<td>AD</td>
<td>$20.08</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Scaffold Builder</td>
<td>AD</td>
<td>$23.35</td>
<td>007</td>
</tr>
<tr>
<td>Laborer</td>
<td>Tamper</td>
<td>AD</td>
<td>$20.08</td>
<td></td>
</tr>
<tr>
<td>Millwright</td>
<td></td>
<td>AD</td>
<td>$22.04</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td></td>
<td>AD</td>
<td>$24.89</td>
<td></td>
</tr>
<tr>
<td>Piledriver</td>
<td></td>
<td>AD</td>
<td>$24.10</td>
<td></td>
</tr>
<tr>
<td>Plumber</td>
<td></td>
<td>AD</td>
<td>$32.83</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Backhoe</td>
<td>AD</td>
<td>$48.00</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Boom Truck</td>
<td>AD</td>
<td>$66.27</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Broom / Sweeper</td>
<td>AD</td>
<td>$12.45</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Bulldozer</td>
<td>AD</td>
<td>$20.18</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Concrete Pump</td>
<td>AD</td>
<td>$38.18</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Crane</td>
<td>AD</td>
<td>$39.92</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Crane - Tower</td>
<td>AD</td>
<td>$36.83</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Excavator</td>
<td>AD</td>
<td>$29.30</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Forklift</td>
<td>AD</td>
<td>$20.18</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Grader</td>
<td>AD</td>
<td>$30.18</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Loader</td>
<td>AD</td>
<td>$23.30</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Mechanic</td>
<td>AD</td>
<td>$3.75</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Oilier</td>
<td>AD</td>
<td>$18.37</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Roller - Asphalt</td>
<td>AD</td>
<td>$25.00</td>
<td>009</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Roller - Earth</td>
<td>AD</td>
<td>$24.00</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Skid Steer (Bobcat)</td>
<td>AD</td>
<td>$23.23</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Transfer Machine Operator</td>
<td>AD</td>
<td>$14.00</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>Vacuum Truck</td>
<td>AD</td>
<td>$36.23</td>
<td>009</td>
</tr>
<tr>
<td>Resilient Floor</td>
<td></td>
<td>AD</td>
<td>$28.88</td>
<td></td>
</tr>
<tr>
<td>Roofer - Water Proofer</td>
<td></td>
<td>AD</td>
<td>$25.36</td>
<td>009</td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td></td>
<td>AD</td>
<td>$40.27</td>
<td></td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td></td>
<td>AD</td>
<td>$35.15</td>
<td>009</td>
</tr>
<tr>
<td>Steamfitter/Pipefitter</td>
<td></td>
<td>AD</td>
<td>$33.83</td>
<td></td>
</tr>
<tr>
<td>Stone Mason</td>
<td></td>
<td>AD</td>
<td>$35.91</td>
<td></td>
</tr>
<tr>
<td>Tile &amp; Terrazzo Finisher</td>
<td></td>
<td>AD</td>
<td>$22.48</td>
<td></td>
</tr>
<tr>
<td>Tile &amp; Terrazzo Mechanic</td>
<td></td>
<td>AD</td>
<td>$27.25</td>
<td></td>
</tr>
<tr>
<td>Truck Driver - A Frame</td>
<td></td>
<td>AD</td>
<td>$26.04</td>
<td>009</td>
</tr>
<tr>
<td>Truck Driver - Dump</td>
<td></td>
<td>AD</td>
<td>$21.85</td>
<td>009</td>
</tr>
<tr>
<td>Truck Driver - Dump - Articulating</td>
<td></td>
<td>AD</td>
<td>$24.94</td>
<td></td>
</tr>
<tr>
<td>Truck Driver - Flatbed</td>
<td></td>
<td>AD</td>
<td>$25.42</td>
<td></td>
</tr>
</tbody>
</table>
Swan Point WWTP Electrical System Improvements

Fringe References as Noted:


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

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

These informational prevailing wage rates may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public works contract that exceeds $500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

Modification Codes:

(AD) 17-209 Annual Determination from Survey Wage Data Received
(CR) 17-208 Commissioners' Review
(SR) 17-203 Survey Review by Staff

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

For additional information on the FIPS (Federal Information Processing Standard) code, see http://www.census.gov/geographies/maps-data/STATASt.html

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

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

End of Report
Mission Statement: The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

Vision Statement: Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

Equal Opportunity Employer: It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.