

# **CHARLES COUNTY, MARYLAND**

## **INVITATION TO BID**



### **CONSTRUCTION SERVICES FOR CHARLES COUNTY ANIMAL CARE CENTER**

**ITB NUMBER 21-15**

November 6, 2020

Prepared For:

Charles County Government  
Department of Public Works



# CHARLES COUNTY GOVERNMENT

## Vendor Questionnaire

ITB 21-15

In an effort to improve the quality of service to the vendor/contractor/consultant community, the Fiscal & Administrative Services Department - Purchasing Division is welcoming you to complete this questionnaire after the specific procurement process in which you participated in is finalized.

Please return the completed questionnaire to: Charles County Government, Attn: Purchasing Division, 200 Baltimore St., La Plata, MD 20646; or via email at: [PurAdmin@CharlesCountyMD.gov](mailto:PurAdmin@CharlesCountyMD.gov).

**For the following series of statements, please indicate the degree in which you agree/disagree with the statement.**

| 1. Procurement process-based statements   | Strongly Disagree        |                          | Neutral                  |                          | Strongly Agree           |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| The terms and conditions in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| The technical specifications or scope of work in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Adequate time was allotted for responding to the solicitation (RFQ, ITB, RFP, etc.).                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Your inquiries and concerns were addressed in a timely and professional manner.                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| You were treated in a friendly and professional manner by Purchasing staff.                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| You would respond to future solicitations issued by this office.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**A. If you have chosen to not respond to a solicitation in the past, please indicate your reason(s) below:**

- Other commitments precluded participation at the time
- Inexperienced in the work/commodities required
- Specifications were unclear, too restrictive, etc. (Explain in COMMENTS section)
- Doing business with the County is simply too complicated (Explain in COMMENTS section)
- We cannot be competitive (Explain in COMMENTS section)
- Time allotted for completion of the Quote/Bid/Proposal is insufficient
- Bonding/Insurance requirements are restrictive (Explain in COMMENTS section)
- Bid requirements (other than specifications) are unreasonable (Explain in COMMENTS section)
- MBE or SLBE requirements (Explain in COMMENTS section)
- Prior County contract experience was unprofitable or otherwise unsatisfactory (Explain in COMMENTS section)
- Other reasons: \_\_\_\_\_

**Comments:**

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## **PART I - INSTRUCTIONS TO BIDDERS**

## **1.0 PREPARATION OF BID**

*Due to the current Maryland Coronavirus State of Emergency, the County is taking precautions for the safety of the staff and citizens. It is imperative that the Bid Submission instructions in **Part I, Section 1.3** are followed to ensure submissions are received timely.*

### **1.1 GENERAL BID INFORMATION**

The County Commissioners of Charles County are hereby requesting sealed bids from qualified Contractors for the construction of the new Charles County Animal Care Center. The construction consists of an approximately 21,000 square foot single-story animal housing and associated offices facility along with a barn, carport, and pavilion, and associated sitework. The primary building is composed of a metal-panel-clad concrete masonry and steel frame wing, and a pre-engineered metal building wing. The site improvements include a walking trail, parking areas, landscaping, stormwater management facilities, and the extension of the County's water and sewer services.

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 Bid Form***

Bids shall be submitted on the ***Bid Form***, in ***Appendix 1***. All blank spaces of the form shall be fully completed in legible ink or typewritten. All pricing shall be rounded to the nearest whole cent (e.g. \$.01). There shall be no hidden costs. A Bidder may only submit one (1) ***Bid Form*** in response to this solicitation. The ***Bid Form*** must be signed by an officer authorized to make a binding commitment for the firm submitting the bid.

Bidders shall provide lump sum pricing for Base Bid Items (A1 and A2), Alternate Bid Items (B-1 thru B-8b), and unit pricing for Contingency Bid Items (C1 thru C7). All bid items are explained in ***Part III - Special Provisions, Section 4.0 – Bid Item Descriptions***.

#### ***1.2.2 Transmittal Letter***

Bidders shall complete and submit the ***Transmittal Letter*** form in ***Appendix 1***. The ***Transmittal Letter*** must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall be noted by reference and appended to the ***Transmittal Letter***. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to ***Part I – Instructions to Bidders, Section 4.9 – Public Information Act/Confidentiality Notice***.

#### ***1.2.3 Experience Form***

Bidders shall be required to complete and submit the ***Experience Form*** in ***Appendix 1***. A qualified Bidder must have requisite experience for the work as described in the specifications and must be

actively engaged as a legal entity in this field for a period of no less than five (5) years at the time of bidding. Bidders shall demonstrate their experience on the **Experience Form**. Bidders shall provide no less than five (5) projects completed within the past ten (10) years of equal or greater magnitude, as deemed acceptable by the County at its sole discretion, and as specified below. All blank spaces of the form shall be fully completed in legible ink or typewritten.

#### **A. Relevant Firm Experience:**

A minimum of five (5) completed representative projects that demonstrate the Bidder's experience in all the following areas:

- a. Previous construction of an animal shelter
- b. Base building greater than 15,000 square feet
- c. Site development greater than 3 acres
- d. Premanufactured metal buildings

#### **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; and
- e. 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**

See the *Solicitation Schedule*, below, for the due date and time for bids. 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, one (1) unbound copy of the complete Bid package, totaling two (2) complete packages. If the bid contains proprietary information, submit one (1) hard copy of the bid that DOES NOT contain proprietary information, and mark it as REDACTED copy. Bids shall be sealed in an envelope marked “ITB No. 21-15, CONSTRUCTION SERVICES FOR CHARLES COUNTY ANIMAL CARE CENTER – 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  
 Purchasing Division – Room #B130  
 200 Baltimore Street  
 La Plata, MD 20646

**NOTE:** Due to the current Maryland Coronavirus State of Emergency and the impact to Charles County mail processing, additional time may be necessary for mail delivery. It is the Bidder’s sole responsibility to ensure that bids are delivered to the appropriate County Government building location before the due date and time. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted. Any bids not received timely will not be considered.

**1.4 SOLICITATION EVENTS**

**1.4.1 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>.

| <u>Milestone</u>   | <u>Date</u>       | <u>Time</u><br><u>Eastern Time applies to all</u> |
|--|-------------------|---|
| ITB Published  | November 6, 2020  | Not Applicable                                    |
| Registration Required for Optional Virtual Pre-Bid Meeting | November 30, 2020 | Before 12:00 p.m.                                 |
| Optional Virtual Pre-Bid Meeting                           | December 1, 2020  | At 2:30 p.m.                                      |

|  |                   |                   |
|--|-------------------|-------------------|
| Last Day for Questions                                 | December 15, 2020 | Before 8:00 a.m.  |
| Registration Required for Optional Virtual Bid Opening | January 6, 2021   | Before 12:00 p.m. |
| Bids Due to County*                                    | January 7, 2021   | Before 3:00 p.m.  |
| Virtual Bid Opening                                    | January 7, 2021   | At 3:00 p.m.      |

\*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 time. Bidders shall monitor the Bid Board for schedule changes issued via addendum.

**1.4.2 Registration Required for Optional Virtual Pre-Bid Meeting**

Firms interested in participating in the optional virtual pre-bid meeting must provide the following information prior to the date and time specified in the *Solicitation Schedule* to the Purchasing Representative specified in *Part I, Section 1.5* below:

- Company name
- Participant name(s), email addresses, and telephone numbers

Instructions shall be provided to registered participants the day before the pre-bid and site visit.

**1.4.3 Optional Virtual Pre-Bid Meeting**

**Registration is required.** Attendance will be limited to those registered. A roster of registered participants shall be published on the County’s Bid Board following the conclusion of the meeting. Instructions shall be provided to registered participants the day before this event.

**1.4.4 Registration Required for Virtual Bid Opening**

**Registration is required.** Bidders interested in participating in the bid opening must provide the following information prior to the date and time specified in the *Solicitation Schedule* to the Purchasing Representative specified in *Part I, Section 1.5* below:

- Company name
- Participant name(s), email addresses, and telephone numbers

Instructions shall be provided to registered participants the day before the bid opening.

**1.4.5 Virtual Bid Opening**

Bids shall be publicly opened at the date and time specified in the *Solicitation Schedule* above. The following information shall be read during the bid opening:

- a. Bidder Name; City, and State
- b. Total Base Bid Price, Total Alternate Bid Price, Total Contingency Bid Price

**1.5 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 Division

Email: [WillisA@CharlesCountyMD.gov](mailto:WillisA@CharlesCountyMD.gov)

## 1.6 QUESTIONS

All inquiries concerning technical or bidding information should be directed in writing (via email) with the solicitation number and name in the subject line to the Purchasing Representative identified in **Part I, Section 1.5 – Sole Point of Contact**. See the **Solicitation Schedule**, above, for the last day and time for questions. The person submitting the question is responsible for its prompt delivery.

## 1.7 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.

**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](http://www.CharlesCountyMD.gov).** Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the bid 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 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.

## 1.8 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 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.

## 1.9 ABILITY TO PERFORM

Bidders shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time. The County reserves the right to request any additional information, utilize references not provided by a Bidder, and validate any information provided by a Bidder by any means deemed necessary by the County for the purpose of determining the Bidder’s ability to perform the services described herein.

### 1.10 REJECTION OF QUOTES/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.
- i. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
- j. Failure to furnish information requested by the County.

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.

### 1.11 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.

### 1.12 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.

### 1.13 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.

#### **1.14 NOTIFICATIONS**

Legal notice given by the County to the Bidder shall be addressed to the address provided on the Bidder's *Bid Form*. Notice given by the County by any of the following: letter delivered by (1) UPS or FedEx; (2) USPS first class postage mail; (3) USPS certified, (4) USPS registered mail, which shall be deemed as having been received by the addressee three (3) business days after the date of mailing or (5) Email, which shall be deemed as having been received by the addressee the same day the email was sent.

#### **1.15 NEGOTIATIONS**

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Bidder.

#### **1.16 GOVERNING LAW**

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

#### **1.17 PREVAILING WAGES**

All County financed construction projects exceeding \$500,000 are subjected to the prevailing wages rates as outlined in *Appendix 5*. Prevailing wage rates provided in *Appendix 5* are subject to change.

## **2.0 CONTRACT INFORMATION**

### **2.1 AWARD OF 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.

The County anticipates award to be based upon the **Total Base Bid Price** on the **Bid Form**, with or without Bid Alternate values as desired and in any combination that best suits the County's project for the funds available, this criteria may be used to determine the apparent low bidder.

The County intends to contract with a single 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.

### **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 in *Appendix 1* (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 2*, 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 <https://www.charlescountymd.gov/government/planning-and-growth-management/planning-and-growth-management-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 *Part II – General Provisions, Section 1.4 – Change Orders* of the Contract between the County and the Contractor (“General Conditions 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 **four hundred twenty (420) consecutive calendar days** after start date to be specified in a written a 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 BIDDER/AWARD PROTESTS**

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
  - i. Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e. notification of rejection of bidder's bid, notification of removal of bidder from consideration, etc.) is known or should have been known, whichever is earlier.
  - ii. If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" bidders.
  - iii. If bidder seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for bids/proposals.

- iv. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).

Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.

- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:  
Charles County Government  
ATTN: Chief of Purchasing, Purchasing Division (Room B130)  
200 Baltimore Street,  
La Plata, Maryland 20646
- c) 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/her 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.
- d) 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.
- e) 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.
- f) 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. Decisions 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 an MBE Program which applies to all formal solicitations. There is an aspirational 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.

The County maintains a list of registered MBE firms on the Economic Development website located at <http://www.meetcharlescounty.com/local-minority-business-programs/>.

#### **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. This solicitation is exempt from the SLBE Program.

## **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 their expense, commercial 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  
                                  \$2,000,000 per occurrence
- Property Damage:     \$500,000 per occurrence

Contractor shall also obtain and pay premium for the following:

- Worker's Compensation in compliance with Maryland Statutory Limit.
- Commercial General Liability in an amount not less than \$2,000,000 (combined personal injury and/or property damage) per occurrence subject to \$3,000,000 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 and endorsements evidencing the coverage required above. Such certificates must name County Commissioners of Charles County as an additional named insured, referencing the solicitation name and number. Successful Bidder shall provide Certificates of Insurance and endorsements prior to final execution of the Contract and annually for the full extent 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 *Part III – Special Provisions*, drawings or specification, the Contractor shall be responsible for securing all required third party testing and inspections as well as all associated cost.

#### **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**

Bidder 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/quote 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/quote 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                    | LABOR DAY                      |
| MARTIN LUTHER KING JR.'S BIRTHDAY | COLUMBUS DAY                   |
| *LINCOLN'S BIRTHDAY               | VETERANS DAY                   |
| WASHINGTON'S BIRTHDAY             | ELECTION DAY (WHEN APPLICABLE) |
| *MARYLAND DAY                     | THANKSGIVING DAY               |
| GOOD FRIDAY                       | DAY AFTER THANKSGIVING         |
| MEMORIAL DAY                      | CHRISTMAS DAY                  |
| INDEPENDENCE DAY                  |                                |

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

**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 there of 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 put into effect 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:
  - (1) Document AIA G-706, Contractor's Affidavit of Release of Liens and Payment of Debts and Claims.
  - (2) Document AIA G-707, Consent of Surety Company for Final 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 or 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

representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

**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 .....up to \$140.00 per hour  
 Inspector .....up to \$110.00 per hour



COUNTY Staff ..... up to \$80.00 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) work 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 primary purpose of the project is for the construction of the new Charles County Animal Care Center. The construction consists of an approximately 21,000 square foot single-story animal housing and associated offices facility along with a barn, carport, and pavilion, and associated sitework. The primary building is composed of a metal-panel-clad concrete masonry and steel frame wing, and a pre-engineered metal building wing. The site improvements include a walking trail, parking areas, landscaping, stormwater management facilities, and the extension of the County's water and sewer services

ENGINEER – Wherever the word Engineer or Architect is referred to in these specifications, it can be substituted with the word “County” or its’ duly authorized representative, who can at all times assume the responsibilities of the Engineer or Architect. Throughout these documents the words Engineer, and Architect may be used interchangeably, each having the full authority as described for each title.

### **1.2 PROJECT BACKGROUND**

The Charles County Animal Care Center will replace the existing outdated animal shelter that has been in continuous operation circa 1963 and houses both divisions of Animal Control Services on a campus like setting. The Animal Control Division consists of sworn peace officers charged with humane law enforcement. The Animal Sheltering Division provides a safe, humane & healthy environment to showcase displaced and unwanted animals in need of adoption. This new campus is in close proximity of the County's population center for greater visibility and improved accessibility. The new facility will meet the requirements of State Animal Shelter Standards while providing species specific areas for the various domestic animals cared for by the agency. It will also provide valuable resources and programs to the community and promote community use and involvement.

### **1.3 DRAWINGS AND SPECIFICATIONS**

All work shall be performed in accordance with the project drawings and specifications in *Appendix I*. 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 TIME OF COMPLETION**

The date by which the work to be performed under this contract is to be completed shall constitute the contract completion date. The Contractor shall be given a total of **four hundred twenty (420) consecutive calendar days** from the date of the Notice-to-Proceed, as established by the County and the Contractor, plus any contract time extensions approved by the County. The project shall be considered substantially complete upon receipt of the facility's Certificate of Occupancy issued by the appropriate regulatory authority.

### **1.5 LIQUIDATED DAMAGES**

Time is of the essence for the completion of this project. In accordance with the *Part II – 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 III – Special Provisions, Section 1.4 Time of Completion* of these *Special Provisions*. The amount of liquidated damages shall not exceed **\$500 per day**.

## **2.0 SCOPE OF SERVICES**

The *Scope of Services* for this project includes all direct and incidental work necessary to perform the work identified in this solicitation. 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 Charles County 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 MINIMUM STAFFING REQUIREMENTS**

The Contractor shall assign a full-time superintendent, a full-time project manager, and a full-time assistant project manager to this project at a minimum. The County reserves the right to request the project's team resumes.

### **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's Department of Planning & Growth Management's Standard Specifications for Construction*.

- a. Mobilization shall include preparatory operations that include the movement of equipment to the project site and the establishment of the Contractor's field office and other facilities necessary to begin work.
- b. Mobilization will be paid to the Contractor by the County based on the breakdown for mobilization provided in the *Schedule of Values* submitted by the Contractor and approved by the County. Costs associated with mobilization shall not exceed 5% of the contract value. Payment will be full compensation for all material, labor, equipment, tools, and incidentals associated with mobilizing to the work site.
- c. Payment of 50% of the Mobilization item will be made in the first monthly invoice and after the Contractor has established the necessary facilities. The remaining 50% will be paid equally over 5 payments. The first four (4) payments may be requested with the next 4 monthly invoices up to 50% of other work completed within the invoiced period. The 5<sup>th</sup> payment will be regarded as demobilization costs.
- d. Demobilization shall include all operations necessary for the removal of equipment, tools, materials, sediment control devices, field office, restoration, and other facilities associated with the mobilization. Demobilization shall constitute 10% of the mobilization costs provided in the approved Schedule of Values. All areas shall be returned to its pre-disturbed or better condition
- e. The cost of mobilization, including the required insurance and bond, will be incidental to

the other items provided on the *Bid Form* and/or specified in the Contract Documents.

### **2.3 PRE-CONSTRUCTION VIDEO**

Upon receiving the NTP and prior to mobilizing to the site, the Contractor shall conduct a pre-construction site video inspection of the project area. 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.

### **2.4 PROJECT SCHEDULE**

Upon receiving the Notice of Intent to Award (NOA) letter from the County, the Contractor shall begin developing a cost loaded 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.

### **2.5 PERMITS**

The County has obtained the Development Services Permit (DSP-200015) for the site and the Building Permit (COMM-200011) for the main facility only. The County's Department of Planning and Growth Management will not release the Building Permit for the main facility until a contractor is under contract and has provided its license number. The Contractor is responsible for obtaining the building permits for the barn, carport, and pavilion, the Water and Sewer Permit, the Backflow Permit, and all appropriate trade permits required to perform this work and shall make a submission to Charles County as necessary to obtain the permits at the Contractor's sole expense. A fee schedule is available on the County's website. The Contractor shall adhere to all conditions, requirements, and regulations required by permits from Charles County. The Contractor shall accept transfer of responsibility for all existing permits as appropriate including the Maryland Department of the Environment (MDE) General Permit 14GP. The County will be responsible for renewing the Developmental Services Permit (DSP-200015) and Building Permit (COMM-200011) if required. The Contractor will be responsible for renewing any permits the Contractor obtains as necessary to complete all work requested under this contract.

### **2.6 PROJECT SIGN**

The County will provide project information sign(s) after issuance of the Notice-To-Proceed (NTP). Signs are made of metal and are approximately 5' x 8'. Wood posts, supports, and mounting hardware will not be provided by the County. The Contractor shall retrieve the sign from the County's office located at 10430 Audie Lane; La Plata, Maryland 20646.

Before work starts, the Contractor shall install the project information sign(s), adequately supported by a minimum of two 4" x 4" wood posts and supports to withstand normal wind loads. The County and the Contractor will coordinate suitable location(s) for the project sign(s). The project sign(s) shall be located to ensure suitable visibility, and to provide adequate sight distance for traffic when placed at or near intersections. Lights, flags, or other devices will not be permitted for attachment to the signs or posts.

The Contractor shall be responsible for the maintenance, repair, and upkeep of signs for the duration of project. Signs shall be cleaned as necessary to maintain readability. The condition of signs when furnished to Contractor will be documented by the County and will be used as a reference to determine damage other than normal wear and tear. If any damage, beyond normal wear, occurs to the sign during transport to and from the site, or during the course of construction, it shall be replaced by the County at the Contractor's expense.

Upon completion of the project, the Contractor will remove and deliver sign(s) to the County to the location from which they were retrieved. The Contractor is responsible for coordinating delivery with the County.

## **2.7 EQUIPMENT AND MATERIAL SUBMISSION**

Equipment and material shall comply with project specifications and the current *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 for the project.

## **2.8 COUNTY APPROVED EQUALS**

Where any article specified by trade name or name of manufacturer with or without the clause "or County approved equal", it is intended to establish the quality of the article. Substitution of equipment or materials other than those specified will be considered provided, in the opinion of the County, such equipment or material is equal to, or better than specified. The decision of the County with respect to approval or disapproval of any material or equipment proposed to be substituted as an "or County approved equal" shall be final. The Contractor shall have no claim of any sort by reason of such decision. The County will consider "or equal" manufacturers not listed in the specifications after contract execution.

If a Contractor proposes to substitute materials or equipment as "or County approved equal" to those specified, it shall be the Contractor's responsibility to furnish, in addition to the information discussed above, a point by point comparison of the material or equipment specified under the Contract and that proposed to be substituted. The burden of responsibility in furnishing complete information is with the Contractor.

## **2.9 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 current *Maryland Standards and Specifications for Soil Erosion and Sediment Control* and must adhere to any other federal, state, and local rules and regulations regarding erosion and sediment control. The Contractor shall provide and make access available 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.

## 2.10 GEOTECHNICAL TESTING

The Contractor shall obtain the services of a 3<sup>rd</sup> 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 the following: select fill material, trench backfill, concrete, preparation of subgrades, and welding. Geotechnical field representative shall verify that soil bearing capacity at subgrade meets minimum bearing specified.

## 2.11 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.

## 2.12 PROJECT MEETINGS

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

### 2.12.1 Pre-Construction Meeting

The Contractor shall attend a preconstruction meeting via teleconference prior to starting any work. Following the notice of award, the Capital Services Division will contact the Contractor to coordinate the date and time of this meeting, which will also establish the date of the Notice to Proceed, to obtain any additional agenda items of discussion not described below. The County will chair the meeting while the Contractor shall be responsible for keeping a record of the meeting and providing meeting notes to the County for review and acceptance within one (1) week following the meeting. 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
9. Submittals procedures
10. Change order procedures
11. Safety
12. Labor and equal employment requirements
13. Project inspection
14. Project sign
15. Coordination between contractors
16. Prevailing wage rates and reporting
17. Permits

## 18. Other items

### **2.12.2 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.

### **2.12.3 Bi-Weekly Progress Meeting**

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

The Contractor shall chair all Progress Meetings and provide an agenda for the meetings to the County at least 48 hours prior to the scheduled time of meeting. The Contractor shall keep record of each meeting and submit copies of the meeting notes to the County for review and comment within one (1) week following the meeting. In addition to the agenda, the Contractor shall provide a verbal status update, an updated project schedule, and copies of the previous meeting's notes.

### **2.12.4 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*, including but not limited to, the Army Corps of Engineers (COE), the Department of Natural Resources (DNR), the Maryland Department of the Environment (MDE), the Water Management Administration (WMA), Maryland State Highway Administration (SHA), Charles County Codes, Permits, and Inspection Services (CPIS) Division, Washington Gas, SMECO, Verizon, etc.

## **2.13 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 Base Bid 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 *Part II - General Provisions*.

The County will pay the Contractor monthly for work satisfactorily performed during the preceding calendar month, less 5% of the amount invoiced for retainage. The retainage shall be held for the one (1) year warranty period. In lieu of retainage, the County will accept a Maintenance Bond. Reduction of the retainage of less than 5% shall be at the sole discretion of the County, but not before the project has reached substantial completion.

## **2.14 OPERATION AND MAINTENANCE MANUALS**

The Contractor shall furnish and submit to the County or its authorized representative four (4) complete sets of Operation & Maintenance (O&M) manuals. The O&M's must comply with the

latest version of the *Charles County Government Department of Planning & Growth Management Standards & Specifications for Construction, Section GP5.04.8*.

The O&M manual shall include information for all equipment and materials submitted for the work under this contract and approved by the County. Each piece of equipment and each material shall be sectioned with dividers containing the title of the equipment or material provided therein. Upon review by the County or its authorized representative, the Contractor shall make revisions to the O&M manuals as requested by the County.

## **2.15 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's CPIS Division. 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.

## **2.16 CLOSEOUT PROCEDURES**

Upon completion of all work related to this project, the Contractor shall complete and submit to the County the closeout documents provided in *Appendix 4* of this solicitation. Closeout documents are required prior to the release of retainage being held for the project.

### ***2.16.1 Substantial Completion Inspection and Certification***

Prior to scheduling the substantial completion inspection, the Contractor must have successfully completed all start-up, training, field testing, submitted redline As-Built drawings, and draft O&M manuals for review. The County will issue a Certification of Substantial Completion upon satisfactory completion of the substantial completion inspection punch list items and approval of redline As-Built drawings and draft O&M manuals.

### ***2.16.2 Final Completion Inspection and Certification***

Prior to scheduling the final completion inspection, the Contractor shall submit final and complete As-Built drawings and complete the remainder of the substantial completion inspection punch list items. The County will issue a Certificate of Final Completion upon verification of completion of all punch list items, approval of the final As-Built drawings and final O&M manuals, and issuance of the Use and Occupancy Permit.

Costs associated with obtaining the Use and Occupancy Permit shall be considered incidental expenses and therefore included in the Total Base Bid of the *Bid Form*.

### ***2.16.3 Warranty Period***

The issue date of the Certificate of Final Completion shall signify the start of the warranty period

for the project. The duration of the warranty period shall be 1-year.

#### ***2.16.4 Final Progress Payment***

The County will make the final payment to the Contractor upon completion of the following items:

1. Issuance of Use and Occupancy Permit
2. Issuance of Certificate of Final Inspection
3. Submission of Close Out documents provided in ***Appendix 4***
4. Demobilization, site restoration, cleanup, and permanent stabilization

#### ***2.16.5 Release of Retainage***

The County will release retainage upon proof, or submission of, a 1 – Year Maintenance Bond. Proof of maintenance bond shall be via specific language in the performance bond or a letter from the bonding company. In the absence of a maintenance bond, the County will hold the retainage for the duration of the 1-year warranty/bonding period. The County may allow for a partial release(s) of retainage at the Contractor’s request and approval by the County.

### **2.17 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 4*** 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 notice will only be in the form of an official NTP letter from the County’s Department of Public Works. Any other form of authorization of the start of work on this project does not constitute approval by 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, facility investigations, materials and supplies, incidentals and appurtenances, pavement markings, utility tie-ins, and the required site work, landscaping, restoration and stabilization of all disturbed areas, top soil placement, seeding, mulching, fertilizing, liming, over-seeding, re-fertilizing, and maintenance mowing prior to final acceptance, and mobilization/demobilization as required to construct the improvements in accordance with the project drawings and/or specifications provided in ***Appendix 1***. Upon completion of work, the Contractor shall restore all disturbed areas to their original pre-construction conditions. The work performed under this Contract shall be in accordance with, and shall comply with all applicable codes, guidelines, ordinances, and regulations having jurisdiction over the work to be performed, including but not limited to requirements set forth by Charles County Government, the State of Maryland, and any other regulatory agency having jurisdiction to control, limit or otherwise regulate the performance of the work.

The Construction Plans and Specifications located in ***Appendix 1*** are hereby included in the ***Scope of Work***. Prices provided by the bidder on their submitted ***Bid Form*** shall be based on the corresponding bid items as described herein.

## **4.0 BID ITEMS DESCRIPTIONS**

### **4.1 BASE BID ITEMS**

#### ***4.1.1 ITEM A-1: CONSTRUCTION OF ANIMAL CARE CENTER & SITE IMPROVEMENTS EXCLUDING ANIMAL EQUIPMENT PER PROJECT SPECIFICATION SECTION 116000***

The Contractor shall furnish all material, equipment/tools, permits, designated designs, and labor necessary to coordinate, plan, and execute the work shown on and/or described in the Contract Documents (*Appendix I*) of this solicitation. This bid item includes vendor controls only for all specified equipment. This bid item does not include the Animal Equipment per *Project Specification 116000*.

**Payment** – Base Bid Item A-1 of the *Bid Form* establishes the lump sum price for which payment will be made by the County to the Contractor for furnishing and installing all related work in accordance with the Contract Documents.

#### ***4.1.2 ITEM A-2: ANIMAL EQUIPMENT PER PROJECT SPECIFICATION 116000***

The Contractor shall furnish all material, equipment/tools, and labor necessary to coordinate, plan, and install the Animal Equipment per the *Project Specifications Section 116000* and as shown on the Contract Documents (*Appendix I*) of this solicitation.

**Payment** – Base Bid Item A-2 of the *Bid Form* establishes the lump sum price for which payment will be made by the County to the Contractor for furnishing and installing the animal equipment in accordance with the Contract Documents.

### **4.2 ALTERNATE BID ITEMS**

#### ***4.2.1 ITEM B-1: INCREASE RESINOUS FLOOR AND WAINSCOT EXTENTS***

Furnish all material, equipment/tools, permits, and labor necessary to coordinate, plan, and execute the following work:

Increase area of resinous floor system and integral coved base (and wainscot to 48 inches where indicated) to the following additional rooms and areas:

- a. 114 Feral Cats
- b. 115 Cat Workroom
- c. 116 Cat Quar.
- d. 117 Med. Cat
- e. 121 Cat Adoption and attached passageway
- f. 122 Cat Adoption and attached passageway
- g. 123 Stray Cats
- h. 124 Cat Get Acquainted
- i. 127 Cat Get Acquainted
- j. 133 Get Acquainted
- k. 134 Get Acquainted
- l. 135 Get Acquainted
- m. 167 Stray Dog Public Walkway (aisle portion)



- n. 168 Stray Dog Public Walkway (aisle portion)
- o. 173 Nursing Mothers (aisle portion)
- p. 174 Medical Dogs (aisle portion, also include wainscot)
- q. 175 Medical Dogs (aisle portion, also include wainscot)
- r. 176 Quarantine Dogs (aisle portion, also include wainscot)
- s. 179 Dog Adoption Public Walkway (aisle portion, also include wainscot)
- t. 180 Dog Adoption Staff Walkway (aisle portion, also include wainscot)
- u. 181 Dog Adoption Public Walkway (aisle portion, also include wainscot)
- v. 182 Dog Adoption Public Walkway (aisle portion, also include wainscot)
- w. 183 Dog Adoption Staff Walkway (aisle portion, also include wainscot)

**Payment** – Alternate Bid Item B-1 of the *Bid Form* establishes the lump sum price for which payment will be made by the County to the Contractor for furnishing and installing additional resinous floor and wall covering in accordance with the Contract Documents.

#### **4.2.2 ITEM B-2a: RESTRICT ROOFTOP HVAC UNIT MANUFACTURER TO TRANE**

Base Bid Item A-1 includes HVAC rooftop units by any of the approved manufacturers. Alternate Item B-2a restricts the HVAC rooftop unit manufacturer to the Trane Basis-of-Design units indicated in the Specifications. Alternate Item B-2a reflects the cost differential of providing the Trane Basis-of-Design units to the units included in Base Bid Item A-1.

**Payment** – Alternate Bid Item B-2a of the *Bid Form* establishes the lump sum price for which payment will be made by the County to the Contractor for furnishing and installing the Trane Basis-of-Design HVAC rooftop units.

#### **4.2.3 ITEM B-2b: INCREASE TRANE ROOFTOP HVAC UNIT WARRANTY (EXERCISED ONLY IN CONJUNCTION WITH ALTERNATE B-2a)**

In lieu of the specified warranty, provide Trane 2-year manufacturer's warranty on all Trane rooftop HVAC units included in Alternate Bid Item B-2a above.

**Payment** – Alternate Bid Item B-2b of the *Bid Form* establishes the lump sum price for which payment will be made by the County to the Contractor for providing Trane 2-year manufacturer's warranty on all Trane HVAC units included in Alternate B-2a.

#### **4.2.4 ITEM B-2c: INCREASE ROOFTOP HVAC UNIT WARRANTY**

In lieu of the specified warranty, provide 2-year manufacturer's warranty, for whichever manufacturer's rooftop HVAC equipment will be provided in Base Bid Item A-1.

**Payment** – Alternate Bid Item B-2c of the *Bid Form* establishes the lump sum price for which payment will be made by the County to the Contractor for providing 2-year manufacturer's warranty on the HVAC units included in Base Bid Item A-1.

#### **4.2.5 ITEM B-3: ADD PERMANENT EMERGENCY GENERATOR**

Furnish and install the specified alternate pad-mounted permanent emergency generator and accessories indicated; omit docking station.

**Payment** – Alternate Bid Item B-3 of the *Bid Form* establishes lump sum amount for adding a permanent emergency generator in accordance with the Contract Documents.

**4.2.6 ITEM B-4: SPAY/NEUTER CLINIC FIT-OUT**

Furnish all material, equipment/tools, permits, and labor necessary to coordinate, plan, and execute the following work: Fit-out of the spay/neuter clinic as indicated in *Drawing A1001*, and associated alternate fit-out work indicated in the *Structural, Mechanical, Electrical, Plumbing, and Fire Protection Drawings*.

**Payment** – Alternate Bid Item B-4 of the *Bid Form* establishes lump sum amount for fitting out the spay/neuter clinic in accordance with the Contract Documents.

**4.2.7 ITEM B-5: MOTORIZED OVERHEAD SECTIONAL DOORS**

Furnish all material, equipment/tools, permits, and labor necessary to coordinate, plan, and execute the following work: Add motorized overhead sectional doors to outdoor staff corridor 186.

**Payment** – Alternate Bid Item B-5 of the *Bid Form* establishes lump sum amount for motorized overhead sectional doors in accordance with the Contract Documents.

**4.2.8 ITEM B-6: UNIT HEATERS**

Furnish all material, equipment/tools, permits, and labor necessary to coordinate, plan, and execute the following work: Add outside kennel unit heaters to Outdoor Staff Corridor 186. Furnish and install the specified unit heaters, including controls and associated attachment hardware, to gas and electrical rough-ins provided under the base scope of work.

**Payment** – Alternate Bid Item B-6 of the *Bid Form* establishes lump sum amount for adding unit heaters to the outdoor staff corridor in accordance with the Contract Documents.

**4.2.9 ITEM B-7: INCREASED LANDSCAPING ALONG WALKING PATH**

Furnish all material, equipment/tools, permits, and labor necessary to coordinate, plan, and execute the following work: At walking path to the north and east of the Dog Wing of the building, exactly double the quantities of plantings that are scheduled for this area on the *Landscape Plan Drawing*. Exact locations of additional plantings will be decided during construction, prior to finish grading.

**Payment** – Alternate Bid Item B-7 of the *Bid Form* establishes lump sum amount for adding landscaping in accordance with the Contract Documents.

**4.2.10 ITEM B-8a: ADD DIRECT BUILDING CONTROL SYSTEMS TO AS-1, 2, 3, AND 4**

Furnish all material, equipment/tools, permits, and labor necessary to coordinate, plan, and execute the following work: Provide Vendor controls and interconnection to Owner Siemens Building Automation System (including Siemens equipment, wiring, programming) for Animal Systems (AS) 1, 2, 3, and 4.

**Payment** – Alternate Bid Item B-8a of the *Bid Form* establishes lump sum amount for adding interconnection to Owner Siemens Building Automation System for Animal Systems 1, 2, 3, and 4. in accordance with the Contract Documents.

**4.2.11 ITEM B-8b: ADD DIRECT BUILDING CONTROL SYSTEMS TO RTU-1, 2, 3, 4; EF-1, 2, 3, 4; VRFI-1, VRFI-2, AND VRFO-1**

Furnish all material, equipment/tools, permits, and labor necessary to coordinate, plan, and execute

the following work: Provide vendor controls and interconnection to Owner Siemens Building Automation System (including Siemens equipment, wiring, programming) for RTU-1, 2, 3, and 4, EF-1, 2, 3, 4, VRFI-1, VRFI-2, and VRFO-1.

**Payment** – Alternate Bid Item B-8b of the *Bid Form* establishes lump sum amount for providing vendor controls and interconnection to Owner Siemens Building Automation System RTU-1, 2, 3, and 4, EF-1, 2, 3, 4, VRFI-1, VRFI-2, and VRFO-1 per *Specification Section 23 0911* in accordance with the Contract Documents.

### 4.3 CONTINGENCY BID ITEMS

#### 4.3.1 ITEM C-1: ADDITIONAL EXCAVATION

Only when authorized by the County in writing, the Contractor shall provide all coordination, scheduling, supervision, labor, equipment, materials, incidentals and appurtenances, excavation, hauling from site, testing for contamination, if necessary, and off-site disposal for the additional excavated material. The removal shall be classified as Class 3A Excavation as identified in *Section 02550.D* of the *Charles County Government Department of Planning and Growth Management Standards and Specifications for Construction*.

**Payment** – Contingency Bid Item C-1 of the *Bid Form* establishes the unit price for which payment by the County will be based for the number of units authorized by the County and removed by the Contractor in accordance with the Contract Documents. Measurement for quantities of additional excavation shall be based upon the authorized depth, length, and width of the excavation. Excavation and removal of unsuitable material above subgrade elevations (pipes, footings, manholes, etc.) is included in the applicable lump sum base bid price and should not be considered as additional excavation or undercut. The unit price for additional excavation shall include bonding, taxes, insurance, overhead, and profit.

#### 4.3.2 ITEM C-2a: SELECT FILL MATERIAL (ONSITE)

Only when authorized by the County in writing, the Contractor shall place, compact, and test, as required, select fill material as necessary. The select fill material shall conform to the requirements of *Section 02245* of the *Charles County Government Department of Planning and Growth Management Standards and Specifications for Construction*. Use existing stockpiled soils suitable for fill material in lieu of importing satisfactory fill material from off-site, as required, according to *Section 31 2000 "Earth Moving"*.

**Payment** – Contingency Bid Item C-2a of the *Bid Form* establishes the unit price for which payment by the County will be based for the number of units authorized by the County and installed by the Contractor in accordance with the Contract Documents. Measurement for quantities of select fill shall be based upon the authorized depth, length, and width of the backfill area. Backfill and compaction above proposed subgrade elevations (pipes, footings, manholes, etc.) is included in the applicable lump sum base bid price and should not be considered as additional backfill. The unit price should include bonding, taxes, insurance, overhead, and profit.

#### 4.3.3 ITEM C-2b: SELECT FILL MATERIAL (OFFSITE)

Only when authorized by the County in writing, the Contractor shall furnish, place, compact, and test, as required, the select fill material as necessary. The select fill material shall conform to the requirements of *Section 02245* of the *Charles County Government Department of Planning and*

***Growth Management Standards and Specifications for Construction.***

**Payment** – Contingency Bid Item C-2b of the ***Bid Form*** establishes the unit price for which payment by the County will be based for the number of units authorized by the County and installed by the Contractor in accordance with the Contract Documents. Measurement for quantities of select fill shall be based upon the authorized depth, length, and width of the backfill area. Backfill and compaction above proposed subgrade elevations (pipes, footings, manholes, etc.) is included in the lump base bid price and should not be considered as additional backfill. The unit price shall include bonding, taxes, insurance, overhead, and profit.

***4.3.4 ITEM C-3: AGGREGATE NO. 57 STONE***

Only when authorized by the County in writing, the Contractor shall provide all coordination, scheduling, labor, equipment, materials, incidentals and appurtenances, delivery, and placement of Aggregate No. 57 stone in the area(s) designated by the County. The material shall conform to the requirements of ***Section 02621*** of the ***Charles County Government Department of Planning and Growth Management Standards and Specifications for Construction.***

**Payment** – Contingency Bid Item C-3 of the ***Bid Form*** establishes the unit price for which payment will be based for the number of tons authorized by the County, delivered to site and placed by the Contractor in accordance with the Contract Documents. Measurement for quantities of aggregate stone shall be based upon the authorized depth, length, and width of the area of stone placement. The unit price shall include bonding, taxes, insurance, overhead, and profit.

***4.3.5 ITEM C-4: ADDITIONAL RESINOUS FLOOR MATERIAL***

Only when authorized by the County in writing, preparation of substrate and installation of additional specified resinous floor material system, including accessories.

**Payment** – Contingency Bid Item C-4 of the ***Bid Form*** establishes the unit price for which payment by the County will be based for the quantity authorized by the County and satisfactorily installed by the Contractor. The unit price shall include bonding, taxes, insurance, overhead, and profit.

***4.3.6 ITEM C-5: ADDITIONAL RESINOUS WALL MATERIAL***

Only when authorized in by the County writing, preparation of substrate, and installation of additional specified resinous wall material system, including accessories.

**Payment** – Contingency Bid Item C-5 of the ***Bid Form*** establishes the unit price for which payment by the County will be based for the quantity authorized by the County and satisfactorily installed by the Contractor. The unit price shall include bonding, taxes, insurance, overhead, and profit.

***4.3.7 ITEM C-6: ADDITIONAL SLOPE STABILIZATION***

- Only when authorized by the County in writing, expand scope of slope stabilization matting of cut face of existing soil mound, as described in the Civil Drawings within ***Appendix 1 – CCACC Drawings Volume 02.***

**Payment** – Contingency Bid Item C-6 of the ***Bid Form*** establishes the unit price for which payment by the County will be based for the quantity authorized by the County and satisfactorily

installed by the Contractor. The unit price shall include bonding, taxes, insurance, overhead, and profit.

**4.3.8 ITEM C-7: SODDING**

Only when authorized by the County in writing, installation of tall fescue sod over properly prepared, organically amended, tilled topsoil, including fasteners and staples over sloped sections.

**Payment** – Contingency Bid Item C-7 of the *Bid Form* establishes the unit price for which payment by the County will be based for the quantity authorized by the County and satisfactorily installed by the Contractor. The unit price shall include bonding, taxes, insurance, overhead, and profit.

\*\*\*\*\*END OF SPECIAL PROVISIONS\*\*\*\*\*

## **APPENDICES**

## **APPENDIX 1 – FORMS**

Forms listed in *Part I, Section 1.2.1 through 1.2.5* are published separately in an electronically fillable format, which are available with the other solicitation documents contained in the solicitation listing on the Charles County Bid Board.

- Appendix 1 – Additional Forms – 201106.docx
- Appendix 1 – Bid Form – 201106.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".
4. Locate the project from the list.

## **APPENDIX 2 – DRAWINGS & SPECIFICATIONS**

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

### **ORIGINAL DRAWINGS**

- Appendix 1 – CCACC Project Manual Volume 01 – 201106.pdf
- Appendix 1 – CCACC Project Manual Volume 02 – 201106.pdf
- Appendix 1 – CCACC Drawings Volume 01 – 201106.pdf
- Appendix 1 – CCACC Drawings Volume 02 – 201106.pdf
- Appendix 1 – CCACC Drawings Volume 03 – 201106.pdf

### **REVISED DRAWINGS**

- Appendix 1 – CCACC Revision 1 Drawings – 201106.pdf

These modifications are hereby made a part of the solicitation documents. Please note the following revisions:

1. Drawing A500: Replace note “4”x5” DS W/ BOOT” with “3”x4” DS W/ BOOT”.
2. Drawing M101: Replace drawing with the attached M101 with revisions dated 09/21/20.
3. Drawing M201: Replace drawing with the attached M201 with revisions dated 09/21/20.
4. Drawing M601: Replace drawing with the attached M601 with revisions dated 09/21/20.
5. Drawing M701: Replace drawing with the attached M701 with revisions dated 09/21/20.
6. Drawing M702: Replace drawing with the attached M702 with revisions dated 09/21/20.
7. Drawing M1002: Replace drawing with the attached M1002 with revisions dated 09/21/20.
8. Drawing P101: Replace drawing with the attached P101 with revisions dated 09/21/20.
9. Drawing P601: Replace drawing with the attached P601 with revisions dated 09/21/20.
10. Drawing E201: Replace drawing with the attached E201 with revisions dated 09/21/20.
11. Drawing E301: Replace drawing with the attached E301 with revisions dated 09/21/20.
12. Drawing E303: Replace drawing with the attached E303 with revisions dated 09/21/20.
13. Drawing E601: Replace drawing with the attached E601 with revisions dated 09/21/20.
14. Drawing E701: Replace drawing with the attached E701 with revisions dated 09/21/20.
15. Drawing E1002: Replace drawing with the attached E1002 with revisions dated 09/21/20.

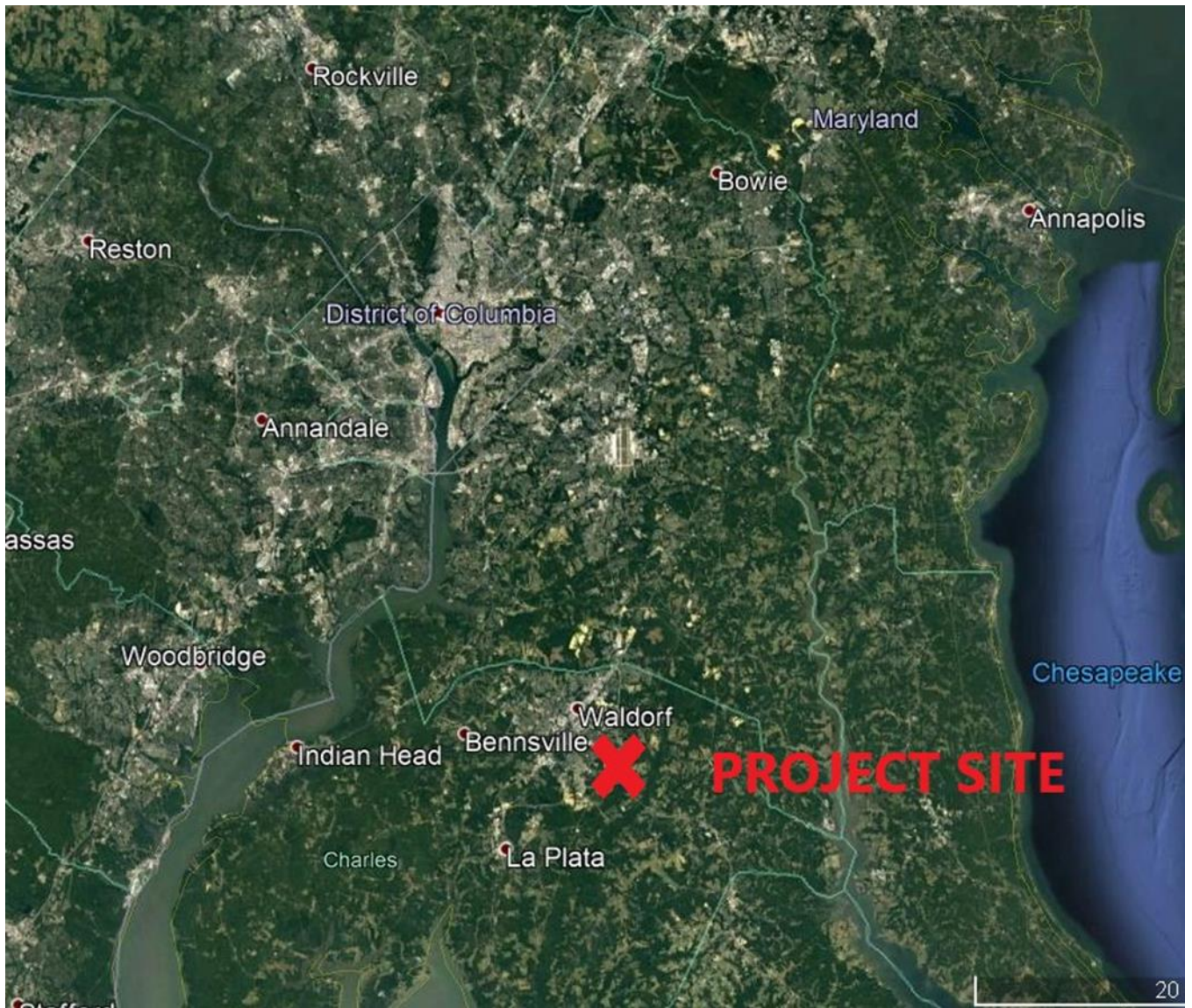
These documents are available for download from the Charles County FTP site using the following steps:

1. Go to <ftp://ftp.charlescountymd.gov/Purchasing%20Solicitations/>.
2. Click on the Directory labeled “ITB 21-15”.
3. Locate the project files from the list and select each file to download.



**APPENDIX 3 – MAPS**

**LOCATION MAP**



VICINITY MAP



**APPENDIX 4 – CLOSEOUT DOCUMENTS**

**CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS (G706)**

**Project:** County’s Project

Contract for:

**To Owner:**

County Commissioners of Charles County  
200 Baltimore Street  
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.

Contractor:

Address:

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      \_\_\_

**G706A**

**TO OWNER:**

Architect's Project No:

County Commissioners of Charles County  
 200 Baltimore Street  
 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:**

- 4. Contractor's release or waiver of liens, conditional upon receipt of final payment.
- 5. 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.

Contractor:

Address:

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

Notary Public:

My Commission Expires:



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

Owner \_\_\_\_\_  
Architect \_\_\_\_\_  
Contractor \_\_\_\_\_  
Surety \_\_\_\_\_  
Other \_\_\_\_\_

**G707**

**TO OWNER:**

*(Name and address)*

County Commissioners of Charles County  
200 Baltimore Street  
La Plata, MD 20646

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:**

**PROJECT:**

*(Name and address)*

Construction Services for Charles County Animal Care Center  
5690 Piney Church Road  
Waldorf, MD 20602

**CONTRACT DATED:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(here insert name and address of Surety)*

On bond of

*(here insert name and address of Contractor)*

, SURETY,

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)*

, CONTRACTOR,

County Commissioners of Charles County, 200 Baltimore Street; La Plata, Maryland 20646

as set forth in the said Surety's bond.

, OWNER,

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of Authorized Representative)*

Attest:

(Seal):

\_\_\_\_\_  
*(Printed name and title)*

**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: Construction Services for Charles County Animal Care Center**

**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 **SUBSTANTIAL 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 the date of **SUBSTANTIAL 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 directly or through the Surety Bond.

Guarantee Signature Block:

State of: \_\_\_\_\_ (Typed Name)

County of: \_\_\_\_\_ (Signature)

Subscribed and sworn to before me this:

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
\_\_\_\_\_, Notary Public (Title & Company Name)

My Commission expires: \_\_\_\_\_ (Date)

(NOTARY’S SPACE)

*Final Acceptance Signature Block:*

\_\_\_\_\_  
Bill Shreve, Director of Public Works (Date)



**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 or 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

**APPENDIX 5 – PREVAILING WAGE****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 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.

## 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 works 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-advertisement for bids or onsite job 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 (such as a county) and the State funds 50% or more of the project.

| CHARLES COUNTY                           | BUILDING CONSTRUCTION  |                         |                  |                              | Print Date<br>Nov 06, 2020 |
|--|------------------------|-------------------------|------------------|------------------------------|----------------------------|
| CLASSIFICATION                           | MODIFICATION<br>REASON | BASIC<br>HOURLY<br>RATE | BORROWED<br>FROM | FRINGE<br>BENEFIT<br>PAYMENT |                            |
| BALANCING TECHNICIAN                     | AD                     | \$40.77                 |                  | \$21.38                      |                            |
| BRICKLAYER                               | AD                     | \$32.00                 | 009              | \$11.56                      |                            |
| CARPENTER                                | AD                     | \$29.00                 |                  | \$12.87                      |                            |
| CARPENTER - SHORING SCAFFOLD BUILDER     | AD                     | \$29.00                 |                  | \$12.91                      |                            |
| CARPET LAYER                             | AD                     | \$29.22                 | 037              | \$13.40                      |                            |
| CEMENT MASON                             | AD                     | \$27.15                 | 009              | \$9.77                       |                            |
| COMMUNICATION INSTALLER TECHNICIAN       | AD                     | \$26.00                 | 009              | \$9.83                       |                            |
| DRYWALL - SPACKLING, TAPING, & FINISHING | AD                     | \$25.22                 | 009              | \$10.42                      |                            |
| ELECTRICIAN                              | AD                     | \$46.25                 |                  | \$18.74                      |                            |
| ELEVATOR MECHANIC                        | AD                     | \$45.53                 |                  | \$37.76                      |                            |
| GLAZIER                                  | AD                     | \$23.09                 |                  | \$7.26                       |                            |
| INSULATION WORKER                        | AD                     | \$36.53                 |                  | \$16.57                      |                            |
| IRONWORKER - FENCE ERECTOR               | AD                     | \$24.25                 |                  | \$0.00                       |                            |
| IRONWORKER - REINFORCING                 | AD                     | \$27.50                 | 009              | \$18.88                      |                            |
| IRONWORKER - STRUCTURAL                  | AD                     | \$30.65                 | 009              | \$18.13                      |                            |
| LABORER - AIR TOOL OPERATOR              | AD                     | \$22.33                 |                  | \$7.15                       |                            |
| LABORER - ASPHALT PAVER                  | AD                     | \$22.33                 |                  | \$7.15                       |                            |
| LABORER - ASPHALT RAKER                  | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - BLASTER - DYNAMITE             | AD                     | \$22.33                 |                  | \$7.15                       |                            |
| LABORER - BURNER                         | AD                     | \$22.33                 |                  | \$7.15                       |                            |
| LABORER - COMMON                         | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - CONCRETE PUDDLER               | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - CONCRETE SURFACER              | AD                     | \$22.33                 |                  | \$7.15                       |                            |
| LABORER - CONCRETE TENDER                | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - CONCRETE VIBRATOR              | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - DENSITY GAUGE                  | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - FIREPROOFER - MIXER            | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - FLAGGER                        | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - GRADE CHECKER                  | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - HAND ROLLER                    | AD                     | \$23.24                 | 037              | \$7.21                       |                            |
| LABORER - HAZARDOUS MATERIAL HANDLER     | AD                     | \$22.33                 |                  | \$7.15                       |                            |

|  |    |         |     |         |
|--|----|---------|-----|---------|
| LABORER - JACKHAMMER                           | AD | \$23.24 | 037 | \$7.21  |
| LABORER - LANDSCAPING                          | AD | \$23.24 | 037 | \$7.21  |
| LABORER - LAYOUT                               | AD | \$23.24 | 037 | \$7.21  |
| LABORER - LUTEMAN                              | AD | \$23.24 | 037 | \$7.21  |
| LABORER - MASON TENDER                         | AD | \$22.33 |     | \$7.15  |
| LABORER - MORTAR MIXER                         | AD | \$23.24 | 037 | \$7.21  |
| LABORER - PIPELAYER                            | AD | \$22.33 |     | \$7.15  |
| LABORER - PLASTERER - HANDLER                  | AD | \$23.24 | 037 | \$7.21  |
| LABORER - SCAFFOLD BUILDER                     | AD | \$22.33 |     | \$7.15  |
| LABORER - TAMPER                               | AD | \$23.24 | 037 | \$7.21  |
| MILLWRIGHT                                     | AD | \$35.34 |     | \$13.25 |
| PAINTER  | AD | \$25.20 | 009 | \$10.42 |
| PLUMBER  | AD | \$42.92 |     | \$18.41 |
| POWER EQUIPMENT OPERATOR - BACKHOE             | AD | \$25.00 |     | \$8.68  |
| POWER EQUIPMENT OPERATOR - BOOM TRUCK          | AD | \$25.85 |     | \$8.25  |
| POWER EQUIPMENT OPERATOR - BULLDOZER           | AD | \$27.88 | 009 | \$12.97 |
| POWER EQUIPMENT OPERATOR - CONCRETE PUMP       | AD | \$36.00 | 009 | \$15.29 |
| POWER EQUIPMENT OPERATOR - CRANE               | AD | \$35.70 | 009 | \$15.90 |
| POWER EQUIPMENT OPERATOR - EXCAVATOR           | AD | \$30.23 | 009 | \$13.17 |
| POWER EQUIPMENT OPERATOR - FORKLIFT            | AD | \$30.23 | 009 | \$13.17 |
| POWER EQUIPMENT OPERATOR - GRADER              | AD | \$29.63 |     | \$13.02 |
| POWER EQUIPMENT OPERATOR - LOADER              | AD | \$36.90 |     | \$1.05  |
| POWER EQUIPMENT OPERATOR - MECHANIC            | AD | \$27.88 | 009 | \$12.97 |
| POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT    | AD | \$25.00 |     | \$0.00  |
| POWER EQUIPMENT OPERATOR - ROLLER - EARTH      | AD | \$22.30 | 009 | \$12.97 |
| POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT) | AD | \$28.28 | 009 | \$13.17 |
| POWER EQUIPMENT OPERATOR - TRENCHER            | AD | \$35.00 |     | \$11.07 |
| RESILIENT FLOOR                                | AD | \$29.22 | 037 | \$13.40 |
| ROOFER/WATERPROOFER                            | AD | \$22.63 | 037 | \$7.91  |
| SHEETMETAL WORKER (INCLUDING METAL ROOFING)    | AD | \$40.77 |     | \$21.38 |
| SPRINKLERFITTER                                | AD | \$38.89 |     | \$19.71 |
| STEAMFITTER/PIPEFITTER                         | AD | \$43.14 |     | \$22.31 |
| TILE & TERRAZZO FINISHER                       | AD | \$23.28 |     | \$11.19 |
| TILE & TERRAZZO MECHANIC                       | AD | \$28.95 |     | \$12.23 |
| TRUCK DRIVER - DUMP                            | AD | \$21.65 |     | \$3.58  |
| TRUCK DRIVER - DUMP - ARTICULATING             | AD | \$25.00 |     | \$0.00  |
| TRUCK DRIVER - TACK/TAR TRUCK                  | AD | \$23.07 |     | \$1.46  |

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**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.

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These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job 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 (such as a county) and the State funds 50% or more of the project.

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Modification Codes:

- (AD) 17-209 Annual Determination from Survey Wage Data Received
- (CH) 17-211 Commissioners' Hearing
- (CR) 17-208 Commissioners' Review
- (SR) 17-208 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/datamap/fipslist/allst.txt>

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 PWMAILINGLIST@dli.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

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**END OF REPORT**

# Charles County Commissioners



***PREPARED BY:***

**Charles County Government  
Department of Fiscal & Administrative Services  
Jenifer Ellin, Director  
Shanna Reese, Chief of Purchasing  
200 Baltimore Street • La Plata, Maryland 20646  
MD Relay: 711 • Relay TDD: 1-800-735-2258**

**[www.CharlesCountyMD.gov](http://www.CharlesCountyMD.gov)**



**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.