

**INVITATION TO BID**

**BOARD OF COUNTY COMMISSIONERS  
OF  
CALVERT COUNTY  
PRINCE FREDERICK, MARYLAND 20678**



**ITB 2025-001  
CALVERT PINES SENIOR CENTER RENOVATION**

PROCUREMENT OFFICE  
131 MAIN STREET  
SUITE 100  
PRINCE FREDERICK, MARYLAND 20678  
[Charlotte.DeStephano@calvertcountymd.gov](mailto:Charlotte.DeStephano@calvertcountymd.gov)  
410-535-1600/301-855-1243, Extension 2322

**DUE DATE:** Friday, January 3, 2025 at 2:30 p.m. (Local Prevailing Time)

**MANDATORY SITE VISIT:** Tuesday, December 3, 2024 at 2:00 p.m. (Local Prevailing Time)  
Calvert Pines Senior Center  
450 W. Dares Beach Road  
Prince Frederick, Maryland 20678

**INITIAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE FRIDAY, NOVEMBER 22, 2024 BY 2:30 P.M. (LOCAL PREVAILING TIME). FINAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE DECEMBER 13, 2024 BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED IN WRITING TO THE PROCUREMENT OFFICE AT [CHARLOTTE.DESTEPHANO@CALVERTCOUNTYMD.GOV](mailto:CHARLOTTE.DESTEPHANO@CALVERTCOUNTYMD.GOV).**



**INVITATION TO BID  
CALVERT COUNTY GOVERNMENT**

Bids shall be submitted in a **SEALED ENVELOPE** with this label affixed to the front. The Board of County Commissioners of Calvert County, Maryland reserves the right to reject bids improperly labeled. The envelope shall also show the Contractor's name and address.

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEALED BID**

**TO BE DELIVERED AND OPENED BY:**

**CALVERT COUNTY GOVERNMENT  
PROCUREMENT OFFICE  
131 MAIN STREET  
SUITE 100  
PRINCE FREDERICK, MARYLAND 20678**

**BID TITLE:** \_\_\_\_\_  
**BID NUMBER:** \_\_\_\_\_  
**BID DATE:** \_\_\_\_\_ **BID TIME:** \_\_\_\_\_

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## **NOTICE TO CONTRACTORS**

Sealed bids shall be **due** on or before Friday, January 3, 2025 by 2:30 p.m. (Local Prevailing Time) for:

<p style="text-align: center;"><b>ITB 2025-001</b> <b>CALVERT PINES SENIOR CENTER RENOVATION</b></p>
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A **MANDATORY** site visit shall be held on Tuesday, December 3, 2024 at 2:00 p.m. (Local Prevailing Time) at Calvert Pines Senior Center, 450 W. Dares Beach Road, Prince Frederick, Maryland 20678. All prospective bidders shall attend.

A virtual **bid opening** will be held on Friday, January 3, 2025 at 3:00 p.m. (Local Prevailing Time). The public may participate through Microsoft Teams as follows:

To Join on the Web: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 281 644 180 645, Passcode: X3UHcd

To Join by Phone: 1-872-216-2953, Phone Conference ID: 349 951 174#

After the virtual opening, public access to any audio, video, internet, or web-based broadcast of the opening shall be discontinued.

To be considered for award, a bid shall comply in all material respects with this Invitation to Bid (hereinafter, "ITB"). Such compliance enables Contractors to stand on an equal footing and maintain the integrity of the sealed bidding system.

Bids shall be submitted in a **SEALED ENVELOPE** with the label provided herein affixed to the front. The Board of County Commissioners of Calvert County, Maryland, noted hereinafter as Calvert County Government (or the officially authorized official), reserves the right to reject bids improperly labeled. The **SEALED ENVELOPE** shall also show the Contractor's name and address.

The Contractor may submit their response as follows:

1. Ship package through UPS, FedEx, or hand delivery to:  
CALVERT COUNTY GOVERNMENT  
PROCUREMENT OFFICE  
131 MAIN STREET  
SUITE 100  
PRINCE FREDERICK, MARYLAND 20678
2. Ship package through the United States Postal Service (USPS) to:  
CALVERT COUNTY GOVERNMENT  
PROCUREMENT OFFICE  
COURTHOUSE, 175 MAIN STREET  
PRINCE FREDERICK, MARYLAND 20678

**NOTE:** *The United States Postal Service does not deliver to 131 Main Street, Suite 100, Prince Frederick, Maryland 20678.*

Where bids are sent mail by any method to Calvert County Government's Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the delivery is delayed beyond the due date and hour set for the bid closing, bids shall not be accepted.

Acceptance of bids by Calvert County Government employees other than the Calvert County Government Procurement Office shall not be deemed proper delivery.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so that bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in this ITB and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in this ITB on the first work day on which normal Calvert County Government processes resume.

All bids received before the time set for the opening of bids shall be kept secure. The bids shall not be opened or viewed, and shall remain in a locked bid box, a safe, or in a secured, restricted-access electronic bid box. If an ITB is cancelled, bids shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before bid opening, information concerning the identity and number of bids received shall only be made available to employees of the Calvert County Government Procurement Office. Such disclosure shall be only on a "need to know" basis. If bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bids made on any form(s) other than the required form(s) included in this ITB shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions, shall render the proposal informal and may cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov> prior to submitting their bid.

Unless otherwise specified, all formal bids shall be binding for 120 calendar days following bid-opening date, unless extended by mutual consent of all parties.

Calvert County Government is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the Project. The Contractor is prohibited from using Calvert County Government's tax-exempt number for any purchases.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require.

If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next lowest responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or Calvert County Government may reject all bids as its interests may require.

Contractors shall carefully examine all documentation, including but may not be limited to Drawings and Specifications, and shall make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the Drawings or comprised in the Specifications, inquiry shall only be made to the Calvert County Government Procurement Office before a bid is submitted. Written questions and inquiries shall be accepted from all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for

information pertaining to this ITB shall be directed to the Procurement Office, Charlotte DeStephano, Procurement Specialist, by e-mail at [Charlotte.DeStephano@calvertcountymd.gov](mailto:Charlotte.DeStephano@calvertcountymd.gov). Unauthorized contact with other Calvert County Government staff or any contractors regarding this ITB may result in the disqualification of the Contractor. Inquiries pertaining to this ITB shall give the ITB number, title, due date, and time. Initial written questions shall be received on or before Friday, November 22, 2024 by 2:30 p.m.(Local Prevailing Time) and final written questions shall be received on or before Friday, December 13, 2024 by 2:30 p.m.(Local Prevailing Time). It shall be the responsibility of all Contractors to ensure they have received any and all addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of Bids. The submission of a bid shall indicate the Contractor thoroughly understands the terms of all Contract Documents.

Changes to the Information for Contractors or Technical Specifications and all documentation relating to this ITB shall be made only in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

Bid prices shall include everything necessary for the completion of construction and fulfillment of the Contract. Contractors are required to fill out the "Unit Price" and "Total Price" columns and total their proposals so the result of the bidding, barring possible arithmetical errors, shall be known at once. The quantities given under the various items of the proposal are approximate only and subject to increase or decrease as provided in the Contract without changing their unit prices to be paid for work. All pricing submitted shall be based upon fixed/firm fees for the Project and signed by an authorized official of the organization. The Procurement Office shall correct any errors in computations when the bids are canvassed.

Contractors are warned against unbalancing their proposals as this shall render them liable to rejection.

The submission of a bid on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State, and County laws, all codes and ordinances of Calvert County Government which affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.

Each bid shall be accompanied by a Bid Bond for five percent (5%) of the bid price. A certified check for five percent (5%) of the bid price, payable to the Calvert County Treasurer shall be accepted in lieu of a Bid Bond. Bids submitted without a Bid Bond or certified check shall not be considered. The Bid Bond or check of the Contractor to whom the Contract is awarded shall be forfeited to Calvert County Government as liquidated damages in case the Contract and surety are not executed within ten (10) business days after receiving the Contract for execution.

Calvert County Government shall hold as many of the Bid Bonds or checks submitted with the proposal as it may deem fit until the execution and delivery of the Contract and surety, whereupon they shall be returned.

## **DOCUMENTS REQUIRED UPON SUBMISSION**

Contractors should execute the following required forms and provide any documentation requested and include as part of their bid. Failure to do so may be cause for rejection of bid as nonresponsive.

1. Bid Form
2. Bid Bond (Five Percent [5%] of Contract Value)
3. Letter from bonding company guaranteeing Performance and Labor and Materialmen's Bonds.
4. Name and Signature Requirements for Bids and Contracts
5. Contractor References
6. Anti-Bribery Affirmation and Affidavit of Qualification to Bid
7. Subcontractor and Supplier Form
8. Milestone Schedule with a start date to be determined after issuance of Notice to Proceed and preconstruction conference Milestone schedule shall include the following as milestones:
  - a. Start Date – NTP
  - b. Contractor's CPM showing each area and the planned tasks.
  - c. Building Final
9. Portfolio of similar projects completed over the last ten (10) years.
10. Contact information for five (5) projects within the last five (5) years.
11. Staffing schedule for the project showing Project Supervisor, Assistant Project Supervisor, Superintendent, Assistant Superintendent, Safety Manager, QA/QC Manager. The same person may perform multiple roles.
12. Major subcontractors:
  - a. Mechanical;
  - b. Electrical;
  - c. Plumbing;
  - d. Masonry;
  - e. Framing/Drywall;
  - f. Roofing;
  - g. Concrete;
  - h. Flooring; and,
  - i. Demolition.
13. Safety operating procedures (safety manual).
14. QA/QC standards and procedures with examples of previous project tracking logs.
15. Project Administration Standards:
  - a. Software used; and
  - b. Tracking of RFIs, submittals, materials, and potential change orders (PCOs) to include sample forms.
16. Contractor's project team with resumes including five (5) projects for each team member.
17. Example of Superintendent's six (6) week schedule.
18. Example of Superintendent's Daily Log.

19. Copies of Contractor's Employees' Certificate of Completion of OSHA 10-Hour Outreach Training Program for Construction.
20. Addenda Issued
21. Questions and Answers/Clarification Issued

The results for this ITB shall be posted on Calvert County Government's web site at  
<http://www.co.cal.md.us/FY2025BidResults>.



**ITB 2025-001**  
**CALVERT PINES SENIOR CENTER RENOVATION**

**BID FORM**

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND: The undersigned agrees to furnish all materials and services for the CALVERT PINES SENIOR CENTER RENOVATION, as specified to the Board of County Commissioners of Calvert County, Maryland in accordance with the specifications, other documents herein, and related plans/drawings and at the following price(s):

<b>PHASE I</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL BID</b>
I-1	Phase I as per Drawing Pages AD-101 and A-101 to Include Site Work per Civil Drawings	Lump Sum	\$
I-2	Site Work per Civil Drawings	Lump Sum	\$
<b>TOTAL BID</b>			<b>\$</b>

<b>PHASE II</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL BID</b>
II-1	Phase II per Drawing Pages AD-101 and A-101	Lump Sum	\$

<b>PHASE III</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL BID</b>
III-11	Phase III per Drawing Pages AD-101 and A-101	Lump Sum	\$

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

BID SUMMARY	
DESCRIPTION	TOTAL BID
Phase I	\$
Phase II	\$
Phase III	\$
<b>TOTAL LUMP SUM BID</b>	\$

It is Calvert County Government's intent to award Item #1 and reserves the right to make an award for Items 2 or 3, or both, if it is in their best interest.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of bid, the necessary Contract shall be executed by the Contractor and returned to Calvert County Government within ten (10) business days after such notice.

No Contractor shall withdraw their proposal within 120 calendar days after the opening thereof.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with the Contract Documents and agrees to provide these for the price(s) indicated in this proposal form. By signing each proposal page, the Contractor does hereby attest they have fully read the ITB and understands it.

*The time for performance of this Contract shall begin from the date of the Notice to Proceed or as otherwise directed by Calvert County Government and **shall be completed within two hundred ninety (290) calendar days.***

*By signing and submitting a bid, your company acknowledges and agrees that it has read and understands the ITB documents and agrees to the Contract Terms and Conditions as contained herein.*

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### **NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS**

***The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.*** A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations shall have names complying with State law. The Contractor's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer by a contractor is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the Offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

### **CONTRACTOR REFERENCES**

List at least three (3) business references for whom your company has provided services of a similar size and scope as requested for the Project specified herein for at least three (3) full years. Calvert County Government reserves the right to request additional information regarding past and current clients for whom they have provided services of a similar size and scope requested in this Project. Calvert County Government reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Project Value: \_\_\_\_\_
  
2. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Project Value: \_\_\_\_\_
  
3. Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Project: \_\_\_\_\_  
Project Value: \_\_\_\_\_

Specify the number of years your company has been in business providing the service/commodity as requested in this ITB: (shall be at least five [5] years): \_\_\_\_\_.

CONTRACTOR'S LEGAL BUSINESS NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **GENERAL PROVISIONS OF BID AND CONTRACT**

1. **DEFINITIONS.** Wherever the words defined in this Section or pronouns used in their stead, occur in the specifications, proposal, contract, or bond, they shall have the meanings herein given and as defined under the Special Provisions:

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County Government, Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Office Division Chief or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Department of Public Works, and shall mean the principal or his duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of Calvert County Government within the scope of duties entrusted under such delegation of authority.

BIDDER/OFFEROR/CONTRACTOR shall mean the individual, firm, or corporation acting for or on behalf of the Contractor in the execution of all or any part of the Contract.

Whenever the Contract Documents or upon any Drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

2. **PROHIBITION AGAINST UNIFORM PRICING.** Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each Contractor shall, by virtue of submitting a bid, guarantee that the Contractor has not been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

3. **AWARD OR REJECTION OF BIDS.** Calvert County Government shall award the Contract to the lowest responsible bidder, subject to its right to reject any or all bids Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality

in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "lowest responsible bidder", in addition to considering price, Calvert County Government shall consider:

- A. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
- B. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
- D. The quality of performance of previous contracts or services;
- E. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
- F. Whether the bidder is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
- G. Any other information that may have a bearing on the decision to award the Contract.

4. PLANS AND SPECIFICATIONS. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Drawings and Specifications to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of the Contract Documents. Any work, materials or equipment that may be reasonably inferred from the requirements of the Contract Documents or from prevailing custom or trade usage as being required to produce this intended result shall be furnished and performed whether or not specifically called for. When words or phrases have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment, such words or phrases shall be interpreted in accordance with the meaning. The intent of the Drawings specifically includes the intent to depict construction that complies with all applicable laws, codes, and standards.

Reasonably implied parts of the Work shall be performed as "incidental work" even though absent from the Drawings and Specifications. "Incidental" work shall be performed by the Contractor without extra cost to Calvert County Government. Incidental work includes any work not shown on Drawings nor described in the Specifications, which is necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of the Drawings and Specifications or the requirements of the Contract Documents. Incidental work shall be treated as if fully described in the Specifications and shown on Drawings, and expense shall be included in the Bid Price.

Both the Plans and Specifications shall be confirmed by incorporating all addenda which may have been issued during the bid period to the original bid documents.

The Contractor shall maintain in a safe place on the work site at least one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Orders, Field Orders, and written interpretation and clarification in good order and annotated to show changes made during construction. These record documents together with all approved samples and a counterpart of all approved drawings shall be available at all times to Calvert County Government for reference. Upon completion of the Work, these record documents shall be delivered to Calvert County Government. Unless otherwise provided in the Contract Documents, it shall be the duty of the Contractor to see that all provisions are complied with in detail irrespective of the inspections given the work during its progress by the authorized official or its representative. Any failure on the part of the Contractor to observe the Contract Documents shall be sufficient cause for the rejection of the work at any time before its acceptance.

Upon completion of the job, the Contractor shall furnish Calvert County Government with two (2) complete sets of reproducible drawings of "As Finished" or "As Built" drawings and information for all aspects of the Project construction and shall be certified by a professional engineer or surveyor registered in the State of Maryland.

5. DRAWINGS. The Work under the Contract shall be built of the materials, sizes, and dimensions, on the lines and slopes, at the depths, with the connections and in the manner called for by the Contract Documents and shown on any Contract Drawings, if any, or in accordance with such changes as may be approved from time to time during the progress of the work, as hereinafter provided.

6. CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such discrepancies, inconsistencies, or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Pre-Construction Conference, lowest precedence):

- Change Orders
- Addenda
- Federal, State, and/or County Requirements
- Permits, Right-of-Way Agreements
- General Provisions of Bid and Contract
- Drawings
- Standard Specifications
- Standard Detail
- Proposal
- Contract
- Notice to Contractors
- Pre-Construction Conference

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, such as a dimension opposed to a scaled distance, when both occur on a Drawing, the more restrictive provision or accurately indicated detail as decided by the Project Manager, shall govern. In the example given, the written figures shall govern over the scaled dimensions.

7. BONDS. The Contractor shall be required to post Security for both a Labor and Material Bond (Payment) and a Performance Bond for this Contract in the amount of one hundred percent (100%) of the Contract value each posted to Calvert County Government in accordance with this ITB.

The types of security acceptable are:

- A. Bonds in a form satisfactory to Calvert County Government underwritten by a security company authorized to do business in the State of Maryland. The Bonds shall contain the requirements set forth in the form hereto annexed. The Performance and Payment Bonds shall be executed with the same surety. Whenever the surety or the bonds so furnished shall be deemed by Calvert County Government to be insufficient or unsatisfactory, the Contractor, within ten (10) calendar days after notice to that effect, shall furnish and deliver new bonds to Calvert County Government in the same penalty and on the same conditions, with surety satisfactory to Calvert County Government, and this duty shall continue on the part of the Contractor, whenever and so often as Calvert County Government shall require new bonds with a satisfactory surety. If the Contractor shall fail to furnish such bonds within ten (10) calendar days after said notice is mailed to Contractor's address, Calvert County Government through its proper agent may stop all further work under the Contract and re-let the unfinished work at the expense of the Contractor.
- B. Cash or cash equivalent (bank certified check, bank cashier's check, or bank treasurer's check) in the amount of the total Contract price.

In addition, a Maintenance Bond in the amount of at least ten percent (10%) of the Total Base Bid Price must be submitted upon completion of the Project and shall remain in force for two (2) full years from the date of acceptance. The Maintenance Bond shall be delivered to the Procurement Agent before the final payment is issued. Failure to do so shall delay final payment or Calvert County Government shall observe the right to keep the retainage in reserve.

8. WRITTEN NOTICE AND SERVICE THEREOF. Any notice to any party relative to any part of this Contract shall be in writing. The mailing in a United States post office box, of a written communication, notice or order, addressed to the Contractor at the business address filed with Calvert County Government, or to the Contractor's office at the site of work, shall be considered as sufficient service upon the Contractor of such communication, notice or order, and the date of said service shall be the date of such mailing.

9. LAWS AND REGULATIONS. In all operations connected with the works, all ordinances and regulations of Calvert County Government within which same is to be done, and all Federal, State, and County laws, which shall be or become applicable to, and control or limit in any way the actions of, those engaged as principal or agent, must be respected and strictly complied with. The Contractor shall protect and indemnify Calvert County Government and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, whether by himself or his employees.

The Contractor shall keep itself and its subcontractors fully informed of all existing and future legislated Federal, State, and County laws and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Contract, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report of the same to the Project Manager in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees and shall protect and indemnify Calvert County Government and the engineering consultant and all of their



officers, agents, employees, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, decree, whether by the Contractor or by its employees.

10. COMPLIANCE WITH ENVIRONMENTAL LAWS. During the construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, and construction site erosion control regulation.

11. CONTRACT ADMINISTRATION. The Project Manager shall provide administration of the Contract as hereinafter described.

In case of the termination of the employment of the Project Manager, Calvert County Government shall appoint a Project Manager whose status under the Contract Documents shall be that of the former Project Manager.

A. PROJECT MANAGER.

- 1) General. The Project Manager is a representative of Calvert County Government who shall act as advisor and consultant to Calvert County Government in construction matters related to the Contract. The term Project Manager may include more than one individual to perform Contract administration and construction observation. Hereinafter, the term Project Manager includes any and all designated representatives working under the direction of the Project Manager.

All instructions to the Contractor and all communications from the Contractor to Calvert County Government or any consultant shall be forwarded through the Project Manager. The Project Manager shall have the authority to act on behalf of Calvert County Government only to the extent provided in the Contract Documents. Calvert County Government has delegated its authority to the Project Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and worked performed and as to the manner of performance and rate of progress of the work under the Contract. The Project Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Project Manager in matters relating to the Contract.

The Project Manager's authority to act and any decisions made by the Project Manager in good faith either to exercise or not to exercise such authority shall not be interpreted or construed as control or responsibility of any of the work performed under this Contract.

- 2) Representative. The Project Manager shall observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Project Manager shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.
- 3) Observation and Inspection of Construction. The Project Manager shall observe the construction and shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing.

Observation and inspection by an inspector is not authorization to revoke, alter, or waive any requirements of the Specifications. Observation and inspection is the authorization to call the attention of the Contractor to any failure of the Work, materials, or workmanship to conform to the Contract Documents. The inspector shall have the authority, including the ability to reject materials or, in an emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Project Manager for decision. If the decision of the Project Manager is not satisfactory to the Contractor, the Contractor may appeal such decision to the Director.

- 4) Acceptability of the Work. Project Manager has the authority to make a recommendation as to the acceptability of the Work.
- 5) Change Orders. The Project Manager has the authority to initiate Change Orders, to reject Change Orders proposed by the Contractor or any consultant.
- 6) Construction Schedule. The Project Manager has the authority to review and recommend acceptance of the Progress Schedule submitted by the Contractor at the start of the Work and subsequent revisions for conformance to the specified sequence of work and logic.
- 7) Progress Payments. The Project Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.
- 8) Final Payment. The Project Manager with the assistance of any consultant shall conduct inspections to determine the dates of Substantial Completion of the Work and final completion of the Work, and shall receive for review, written warranties, and related documents required by the Contract and assembled by the Contractor.

12. CALVERT COUNTY GOVERNMENT. Calvert County Government, acting through the Director or the Project Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

13. ATTENTION TO WORK. The Project Manager or designated representative shall normally be available at the site of the Work. An alternate representative shall be designated when the designated Project Manager is not available at the site of the Work.

14. OBSERVATION AND INSPECTION. In addition to the Project Manager or designated representative, Calvert County Government may provide one or more inspectors to the Project Manager to observe the work and with the same authority as provided for in this Contract.

Separate and independent from the observations and inspections above, the Project may be inspected by building officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

15. CALVERT COUNTY GOVERNMENT'S RIGHT TO USE OR OCCUPY. Calvert County Government reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by Calvert County Government. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in anyway affect the dates and times when progress payments shall become due from Calvert County Government to the Contractor or in any way prejudice Calvert County Government's rights in the Contract, or any bonds

guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by Calvert County Government.

Prior to such occupancy or use, Calvert County Government and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, Calvert County Government shall not make any use which shall materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

16. CALVERT COUNTY GOVERNMENT'S RIGHT TO CARRY OUT THE WORK. If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, and fails within five (5) business days after receipt of written notice from Calvert County Government to commence and continue correction of such neglect or deficiency with diligence and promptness, Calvert County Government may, and without prejudice to any other remedy, make good such default, neglect or failure.

Calvert County Government also reserves the right to perform any portion of the Work due to an emergency threatening the safety of the Work, public, County, and any property or equipment. In either case, a Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies and/or for performing such work, including compensation for Calvert County Government's and engineering consultant's additional services made necessary by such default, neglect, failure, or emergency.

17. CALVERT COUNTY GOVERNMENT'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS. Calvert County Government reserves the right to perform work related to the Project with Calvert County Government's own forces, and to award separate Contracts in connection with the Project or other work on the Site. If the Contractor claims that delay, damage, or additional cost is involved because of such action by Calvert County Government, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

When separate Contracts are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement.

Calvert County Government shall provide for the coordination of the work of Calvert County Government's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith.

18. RESPONSIBILITY OF CALVERT COUNTY GOVERNMENT. Calvert County Government shall not be held responsible for the care or protection of any material or parts of the Work prior to the final Acceptance, except as expressly provided in these Specifications.

19. TERMINATION OF CONTRACT. Calvert County Government may terminate a contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Contractor. Calvert County Government shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in completing the Contractor's obligations under the Contract.

20. TERMINATION OF CALVERT COUNTY GOVERNMENT LIABILITY. The acceptance of the Contractor of the final payment shall operate as and be a release to Calvert County Government, and every officer and agent thereof, from all claims by and liability to the Contractor for anything done or furnished for or relating to or affecting the work under the Contract.

21. CONTRACTOR.

A. STATUS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor shall be required to establish to the satisfaction of Calvert County Government the reliability and responsibility of each proposed subcontractor to furnish and perform work under this Contract.

In the event any work is subcontracted, the Contractor shall be required to perform a meaningful portion of the work (i.e., at least fifty-one percent [51%] or more).

Subcontractors and other persons and organizations proposed by the Contractor and accepted by Calvert County Government must be used on the work for which they were proposed and accepted and shall not be changed except with the prior written approval of Calvert County Government.

If any part of the Work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract. The subcontracting of any or all of the work to be done shall in no way relieve the Contractor of any part of its responsibility under the Contract. Certified copies of subcontract agreements shall be provided by the Contractor to Calvert County Government upon request.

Any person undertaking a part of the work under the terms of the Contract, by virtue of an agreement with the Contractor, who, prior to such undertaking must receive the approval of the Project Manager. Calvert County Government may terminate the Contract if the subcontracting is performed without the Project Manager's approval.

Each Bid shall have listed the name, portion of work to be performed, and location of the place of business of each subcontractor who shall perform work or labor or render service to the Contractor in or about the construction of the Work or improvement.

If the Contractor fails to designate in its proposal a subcontractor for any portion of the Work as required above, the Contractor shall be deemed to have agreed to perform such portion of the Work itself and shall not be permitted to subcontract said portion of the Work without the written permission of Calvert County Government in accordance with applicable laws.

- 1) It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform the Work in accordance with its own methods, subject to compliance with the requirements of the Contract.

- 2) Subcontractors shall not be recognized as having a direct relationship with Calvert County Government. The persons engaged in the Work, including employees of subcontractors and suppliers, shall be considered employees of the Contractor and their work shall be subject to the provisions of the Contract. References in these Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor or Calvert County Government shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State or County law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Project Manager that the subcontractor is properly licensed for the work it shall perform.

Contractor shall be fully responsible to Calvert County Government for the performance, acts and omissions of its subcontractors, and of persons directly or indirectly employed by them. Each subcontract shall expressly incorporate by reference the terms of this Contract, including the following provisions:

- Each subcontractor shall carry insurance as required by this Contract, and provide evidence of such insurance.
- Each subcontractor shall be obligated to defend, indemnify, and hold Calvert County Government harmless from all claims arising from the subcontractor's portion of the Work in the same manner as Contractor.
- Each subcontractor shall grant Calvert County Government a license to use its drawings and design materials as provided in the Agreement.
- Each subcontractor shall acknowledge Calvert County Government's right to suspend or terminate the Contract and waive any right to anticipate profits in the event of such termination.

The removal and/or substitution of any subcontractor shall be made in writing by the Contractor and approved by Calvert County Government.

- B. COOPERATION AMONG SUBCONTRACTORS. Each subcontractor shall coordinate the work with adjacent work and cooperate with other trades so to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of work and for storage of materials. Each subcontractor shall thoroughly examine all existing and connecting work before starting work under its own trade section and shall report to the Contractor, any conditions which would impair the excellence of any work to be performed under this Contract. In absence of any such report each subcontractor, upon the beginning of their work, shall be considered as having accepted all preceding work, and as having waived all claims to the contrary.
- C. CONTRACTOR'S REPRESENTATIVE. Before starting work, the Contractor shall designate in writing an authorized representative who shall have complete authority to represent and to act for the Contractor. Said authorized representative, or designated alternate, that has the authority to act in matters relating to the Contract, shall be personally present at the work site at all times while work is actually in progress on the Contract. During periods when work is suspended, arrangements acceptable to the Project Manager shall be made for any emergency work that may be required. The Contractor's authorized representative, or designated alternate(s) shall be fluent and proficient in the English language in order to understand,

receive, and carry out oral and written communications or instructions relating to all job functions and responsibilities.

When the Contractor consists of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing to the Project Manager, the name of their authorized representative who shall have supreme authority to direct the Work and to whom orders shall be given by the Project Manager, to be received and obeyed by the Contractor.

Information shall include the representative's name, street address, town, and telephone number, and the mailing address if different from the street address.

The Contractor shall give its personal attention to and shall supervise the Work to the end that it shall at all reasonable times be prosecuted faithfully; and when the authorized representative or designated alternate is not personally present on the Work, the representative shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this Contract, and who shall have full authority to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall be liable for the faithful observation of any instructions delivered to the Contractor or to its authorized representative.

- D. LANDS AND RIGHTS OF WAY. With the approval of the Project Manager, the Contractor may use portions of Calvert County Government's site for storage of construction equipment, materials, and field offices. Calvert County Government shall not accept any responsibility for damage or loss of the Contractor's equipment or materials stored on any Project related site caused by vandalism, nature, or otherwise, suffered by the Contractor. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor. Where additional work space is desired by the Contractor, it shall be the Contractor's sole responsibility and expense to obtain such a space for its use.

## 22. SAFETY.

- A. Contractor's Safety Responsibility. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the Maryland Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting requirements, the most stringent requirement as it pertains to the Contractor's safety responsibility, shall apply and shall be followed by the Contractor.

No provision of the Contract Documents shall act to make Calvert County Government or any other party than the Contractor responsible for safety. The Contractor agrees that the Contractor's privities and any other entities acting pursuant to this Contract shall be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this Contract and that Calvert County Government or their respective officers, officials, employees, agents or volunteers or other authorized representatives shall be responsible for having hazards corrected and/or removed at the location(s) where the Work is to be performed. The Contractor agrees that neither Calvert County Government nor their respective officers, officials, employees, agents or volunteers, or other authorized representatives shall be

responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees that with respect to the Work to be performed under this Contract and the location(s) where such Work is to be performed, the Contractor shall be responsible for not creating hazards, and for having hazards corrected and/or removed. The Contractor agrees that through the safety obligations contained in this Contract and the Contractor's own inspection of the Site(s) where the Contract Work is to be performed, the Contractor is aware and has been notified of the hazards to which the Contractor's employees may be exposed in the performance of Contract Work. The Contractor has taken and/or shall take appropriate, feasible steps to protect the Contractor's employees from such hazards, and has instructed and/or shall instruct its employees to recognize such hazards and how to avoid the associated dangers. The Contractor agrees that neither Calvert County Government nor their respective officers, officials, employees, agents or volunteers or other authorized representatives shall be "employers" as outlined in provisions of law with respect to the Contractor, the Contractor's privities or other entities acting pursuant to this Contract.

The Contractor shall indemnify, defend and hold harmless Calvert County Government and their respective officers, officials, employees, agents and volunteers or other authorized representatives harmless to the full extent permitted by law concerning liability related to the Contractor's safety.

If death or serious injuries or serious damages are caused, the accident shall be immediately reported by telephone or messenger to Calvert County Government. In addition, the Contractor shall furnish the Project Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Contractor shall also furnish the Project Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Project Manager, giving full details of the claim.

- B. Safety Program. The Contractor shall establish, implement, and maintain a written injury prevention program as required by law. Before beginning the Work the Contractor shall prepare and submit to the Project Manager a Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety programs, precautions, and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other prime contractors and subcontractors performing the Work at the site. The Safety Program shall contain all the necessary elements for the Contractor to administer its program on site. At a minimum, this written Safety Program shall address the elements required by law.

The Contractor's compliance with requirements for safety and/or the Project Manager's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor

for safety. The Project Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

- C. **Safety Supervisor.** The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Project Manager in writing prior to the commencement of work of the name of the person who shall act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Project Manager.

The Contractor shall, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. Calvert County Government shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon Calvert County Government to ensure the Contractor performs its work safely.

- D. **Safety and Protection –** The Contractor shall take all necessary protection to prevent damage, injury, and loss to:

- All employees of the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility agencies when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

- E. **Excavation Safety.** In accordance with all laws, ordinances and codes, the Contractor shall submit, in advance of excavation of any trench or trenches five feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Nothing in this section shall be construed to impose a tort liability on Calvert County Government or any of their agents, consultants, or employees. Calvert County Government's review of the Contractor's excavation plan is only for general conformance.



Prior to commencing any excavation, the Contractor shall designate in writing to the Project Manager the "competent person(s)" with the authority and responsibilities designated.

- F. Safety Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Project Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.
- G. Safety Violations. Should the Contractor fail to correct a condition, Calvert County Government shall have the right to notify the Contractor through the Project Manager that an unsafe condition may exist and must be corrected or the work in question can be stopped until the condition is corrected to the satisfaction of Calvert County Government. No extension of time or additional compensation shall be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by Calvert County Government shall not relieve the Contractor of its sole responsibility and liability for safety.

Calvert County Government shall have the authority to require the removal from the Project of the foreman and/or superintendent in responsible charge of the Work where safety violations occur.

- H. Equipment Safety Provisions. The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including County-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be electrically grounded and provided guards and protection as required by safety codes. Where vapor—tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.
- I. Confined Spaces. If the Work requires work in confined spaces, the Contractor shall comply with MD/OSHA and Federal OSHA requirements. This shall include, but may not be limited to, exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).
- J. Public Safety and Convenience – The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

23. PROVISIONS FOR HANDLING EMERGENCIES. It is possible that emergencies may arise during the progress of the Work that may require special treatment or make advisable extra shifts of labor forces to continue the Work for twenty-four (24) hours per day. These emergencies may be caused by damage or

possible damage to nearby existing structures or property by reason of the Work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required by the Project Manager. The determinations made by the Project Manager for handling emergencies shall be final and conclusive upon the parties.

Upon start of the Work, the Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

24. WORK HOURS, NONSTANDARD WORK HOURS, AND PHASING.

- A. Construction hours shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday. No construction shall be allowed on Sundays or Calvert County Government recognized holidays. An exception to these construction hours will be made for Work processes which require a continuous twenty-four (24) hour work period over an extended number of days.
- B. If applicable, buildings shall remain in operation throughout the Project as directed by the Project Manager. The Contractor shall coordinate with Calvert County Government for the portion of the various systems which can be shut down. The Contractor shall reschedule the work around Calvert County Government's operations to minimize the impact on those operations. Careful and ongoing coordination with the Project Manager shall be required.
- C. NONSTANDARD WORKING HOURS. The Contractor may be required to prosecute the Work at night or outside of the normal working hours defined in this Contract. Such work may be required due to Project and/or operational constraints. When required, ordered, or permitted to work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefore. For work outside of the normal working hours, the Contractor shall receive prior approval from the Project Manager in writing and shall receive no extra payment, but compensation shall be considered as having been included in the price stipulated for the Work, except for authorized work performed outside of the Contract requirements.
- D. SATURDAYS, SUNDAYS, AND HOLIDAY WORK. No material may be placed on Saturdays, Sundays, holidays, or after 5:00 p.m. on work days without the written consent of the Project Manager. Violation shall result in material being removed at the Contractor's expense. An exception to this policy will be made for Work processes which require a continuous twenty-four (24) hour work period over an extended number of days.

25. COOPERATION WITH OTHER CONTRACTORS. This Paragraph shall serve as notice to the Contractor that Calvert County Government may let other contracts for other work at or near the site of this Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs.

Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work or in the vicinity of the Work to be done under this Contract, the Contractor shall so conduct its operations as to interfere to the least possible extent with the Work of such other forces or contractors.

Any difference or conflicts which may arise between the Contractor and any other forces or contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Project Manager.

26. CONTROL OF WORK AND MATERIAL.

- A. MEANS, METHODS, AND APPLIANCES. The means, methods, and appliances adopted by the Contractor shall be planned and executed to, in the opinion of the Project Manager, produce

the highest grade quality of work and shall enable the Contractor to complete the Work in the time agreed upon. Calvert County Government shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods, and appliances of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work. However, if at any time the means, methods, and appliances appear inadequate or of inferior quality, Calvert County Government may order the Contractor to improve their character or efficiency, and the Contractor shall conform to such order; failure of Calvert County Government to order such improvement of methods of efficiency shall not relieve the Contractor from its obligation to perform satisfactory work and to finish it in the time agreed upon.

- B. CHARACTER OF WORKERS. None but competent forepersons and workers shall be employed on work requiring special qualifications; and, when required by Calvert County Government, the Contractor shall remove from the work any person who commits trespass, or is, in the opinion of Calvert County Government, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against Calvert County Government or any of its officers or representatives.
- C. MATERIALS AND WORKMANSHIP. Unless otherwise indicated in these Specifications, materials and equipment for the construction work shall be the best grade in quality of a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in the best workmanlike manner, obtainable in the local market. All permanent materials and equipment shall be new unless otherwise specified.

Notwithstanding any omission from these Specification or the Drawings it shall be the duty of the Contractor to call Calvert County Government's attention to apparent errors or omissions and request instructions before proceeding with the Work. Calvert County Government may, by appropriate instructions correct errors and supply omitted information. Such instructions shall be as binding upon the Contractor as though contained in the original Specifications or Drawings.

All defective work or materials shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as Calvert County Government may direct. All materials and workmanship of whatever description shall be subjected to the inspection of and rejection by the Project Manager if not in conformance with the Contract Documents.

Any defective material or workmanship, or any unsatisfactory or imperfect work which may be discovered before the final Acceptance of the Work or within two (2) years thereafter, shall be corrected immediately on the requirement of Calvert County Government, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

- D. EXISTING UTILITIES.
  - 1) General. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require Calvert County Government to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can

be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the construction.

Calvert County Government shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the construction site if such utilities are not identified by Calvert County Government in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

- 2) Utility Location. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Section.

The Contractor shall contact the appropriate regional notification center at least two (2) business days before, but not more than fourteen (14) calendar days prior to commencing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service.

After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Project Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits to a point one foot (1') below the pipe where crossings, interferences, or connections are shown in the Contract Documents prior to trenching or excavating for any pipe or structures to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

- 3) Utility Relocation and Repair. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Project Manager in writing. The Project Manager shall supply a method for correcting said interferences in accordance with the responsibilities of this Section.

Calvert County Government shall compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk-line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs shall be made as provided in this Contract under Change Orders. The Contractor shall not be assessed late fees for delay in completion of the Project, when such delay is caused by the failure of Calvert County Government or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed with the Project Manager.

The public utility, where they are the owner of the effected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to Calvert County

Government and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

When the Contract indicates that a utility is to be relocated, altered, or constructed by others, Calvert County Government shall conduct all negotiations with the utility company and the work shall be done at no cost to the Contractor, unless otherwise stipulated in the Contract.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

27. PROGRESS OF THE WORK.

- A. COMMENCEMENT OF WORK. Within thirty (30) calendar days more or less after receipt of the required bonds, evidences of insurance, and the executed Agreement from the Contractor, written Notice to Proceed shall be given by Calvert County Government to the Contractor. Notwithstanding other provisions of the Contract, the Contractor shall not be obligated to perform work, and Calvert County Government shall not be obligated to accept or pay for work performed by the Contractor, prior to Notice to Proceed. The Contractor shall provide the required Contract bonds and evidences of insurance prior to Notice to Proceed and commencing work at the Site.

The Contractor shall commence the Work covered by this Contract within ten (10) business days after the date established in the Notice to Proceed for the commencement of Contract Time.

The Contractor shall give the Project Manager written notice not less than two (2) business days in advance of the actual date on which the work shall be started. The Contractor shall be entirely responsible for any delay in the Work, which may be caused by its failure to give such notice.

- B. CONTRACT TIME. Time shall be of the essence of the Contract. The Contractor shall prosecute the Work so that the various portions of the Project shall be Substantially Complete and ready for use within the time specified in this Contract. It is expressly understood and agreed by and between the Contractor and Calvert County Government that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work. The Contractor is hereby advised that the Contractor's Bid is to be based on the entire Contract Time and the Contractor shall include its field and home office overhead costs in the Bid for the entire Contract Time. This Contract shall commence on a date to be established by Calvert County Government, following award of the Contract, and will terminate after **two hundred ninety (290) consecutive calendar days**, unless otherwise terminated as a result of default or some other intervening factor, as may be described herein or in the Contract.

C. DELAYS.

- 1) Notice of Delays. When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Project Manager in writing of the probability of the occurrence and the estimated extent of the delay and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays, which are not called, to the attention of the Project Manager at the time of their occurrence.
- 2) Non-Excusable Delays. Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation for such delay.
- 3) Excusable Delays. Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and Calvert County Government and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers. The Contractor shall receive no compensation for such delay. Excusable delays are as further defined below.
  - a. Abnormal Delays. Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Progress Schedule.
  - b. Weather Delays. Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof it shall be a weather delay day.
  - c. Material Shortages. Upon the submission of satisfactory proof to the Project Manager by the Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Project Manager, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, shall be considered under these provisions as a cause for extension of time, and no consideration shall be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material shall not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling

of procurement. The above provisions apply equally to equipment to be installed in the Work.

- d. **Compensable Delays.** Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Progress Schedule due to the following cause(s):
  - Delays due solely to the actions and/or inactions of Calvert County Government.
  - Delays due to differing site conditions.
  - Delays due to other contractors employed by Calvert County Government who interfere with the Contractor's prosecution of the Work as defined above.
- e. **Concurrent Delays.** Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined above. During such concurrent delay periods, time extensions shall be granted in accordance with the following Section; however, the Contractor shall not be compensated for its overhead costs as defined below, and Calvert County Government shall not assess its actual costs as defined below.
- f. **Abandonment of Work.** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion, and shall so certify in writing to Calvert County Government that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is violating any of the provisions of the Contract or is executing the same in bad faith, together with such extension of time as may have been granted, Calvert County Government by written notice, may order the Contractor to discontinue all work thereunder, or any part thereof; and thereupon the Contractor shall discontinue the work, or such part thereof; and Calvert County Government shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of the work, Calvert County Government may, for itself, or its contractors, take possession of and use or cause to be used any or all materials, tools, machinery and appliances found on the site of said work.

#### D. TIME EXTENSIONS

- 1) **Non-Excusable Delays.** Calvert County Government, at its sole option, may grant an extension to milestone or completion dates for non-excusable delays. If Calvert County Government grants an extension of time for non-excusable delays, the Contractor agrees to pay Calvert County Government's actual costs, including charges for engineering, inspection, and administration incurred during the extension.
- 2) **Excusable or Compensable Delays.** If the Contractor is delayed in the performance of its Work as defined, then milestone and Contract completion dates may be extended by Calvert County Government for such time that, in Calvert County Government's

determination, the Contractor's completion dates shall be delayed, provided that the Contractor strictly fulfills the following:

- The Contractor shall provide notification, in accordance with this Section, and submit in writing a request for an extension of time to the Project Manager stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of this Contract.
- If requested by the Project Manager, the Contractor shall promptly provide sufficient information to the Project Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the Work.
- Weather Delays. The Contractor shall be granted a non-compensable time extension for weather caused delays, pursuant to this Section. Time extensions for weather delays shall be granted at the discretion of the Project Manager.
- Weather Days. An allowance for weather caused delays has been included in the time allowed for completion. This allowance represents a reasonable assessment of anticipated lost working days based on historical weather patterns.

Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection, and administration nor damages for delay shall be charged to the Contractor. It is understood and agreed by the Contractor and Calvert County Government that time extensions due to excusable or compensable delays shall be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract Time.

Should the Contractor fail to complete the Work within the time specified in the Contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to Calvert County Government late fees.

#### E. CHANGES IN THE WORK/EXTRA WORK.

- 1) No extra work shall be approved for any work caused by the Contractor's unfamiliarity with existing conditions. Changes to the Work may be accomplished after execution of the Contract. Any changes in the Work shall be performed only after prior approval by the Project Manager under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise directed in writing. It is understood and agreed that no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that County has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to Calvert County Government shall be the basis of any claim by the Contractor to an increase in any amount due under the Contract Documents or a change in the time or duration of Contract performance.



Separate itemized statements and itemized bills, covering the extra work done in each month on each order for extra work, shall be delivered to the Project Manager before the 5<sup>th</sup> day of the following month. To all such bills shall be attached vouchers showing the cost of materials, supplied by the Contractor, that have been actually incorporated into such extra work. The amount to be paid the Contractor for extra work shall be made up of the following items:

- a. Necessary day laborers and foremen actually employed on extra work, for such time as they are so employed.
- b. Actual purchase price, as paid by the Contractor, for materials actually incorporated into extra work.
- c. Such rental for vehicles, heavy equipment, or machinery, while actually and actively used on extra work, as the Project Manager shall determine to be reasonable and fair.

F. DIFFERING SITE CONDITIONS. The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing, of any:

- 1) Material that the Contractor believes may be material that is hazardous waste, as defined herein that is required to be removed to a Class I disposal site in accordance with provisions of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated in the Contract documents.
- 3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

Calvert County Government shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work Calvert County Government shall cause to be issued a Change Order under the procedures provided.

In the event that a dispute arises between Calvert County Government and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

No claim of the Contractor under this clause shall be allowed unless the Contractor has promptly given the notice required.

G. RESOLUTION OF DISPUTES. It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between Calvert County Government and the Contractor. However, it is recognized that some disputes shall require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and Calvert County Government the

following provisions are provided for the resolution of disputes which cannot be resolved by the Contractor and Calvert County Government within two (2) calendar days after either party should bring verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

- 1) Notice. If the Contractor disagrees with the Project Manager's decision or in any case where the Contractor deems additional compensation or a time extension to the Contract period is due the Contractor for work or materials not covered in the Contract or which the Project Manager has not recognized as extra work, the Contractor shall notify the Project Manager, in writing, of its intention to make claim. Notice pertaining to decisions provided by the Project Manager or such other determinations by the Project Manager shall be filed in writing to the Project Manager within ten (10) calendar days of receipt of such decision and prior to the commencement of such work. All other notices for extra work shall be filed in writing to the Project Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay shall be considered unless the provisions of Delays and Time Extensions are complied with. No claim filed after the date of final payment shall be considered.

Unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor shall understand that timely notice of potential claim is of great importance to Calvert County Government and is not merely a formality. Such notice allows Calvert County Government to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Project Manager has kept account of the work in question, shall not in any way be construed as proving the validity of the claim.

- 2) Response by Project Manager. The Project Manager shall review the "Notice of Potential Claim" and within ten (10) calendar days of receipt of the notice shall respond to the Contractor in writing with its determination, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision shall be provided.
- 3) Appeals to the Project Manager in the event the Contractor disagrees with any determination of the Project Manager, the Contractor may, within ten (10) calendar days of receipt of such determination, appeal the determination to the Project Manager for review. The Project Manager shall review the appeal and transmit the decision in writing to the Contractor within thirty (30) calendar days from the date of receipt of the appeal. Failure of the Contractor to appeal the determination of the Project Manager within said ten (10) calendar-day period shall constitute a waiver of the Contractor's right to thereafter assert claim resulting from such determination or decision.

In the event the Contractor disagrees with the determination of the Project Manager, the Contractor shall notify the Project Manager in writing within ten (10) calendar days of receipt of such determination of its intention to make claim.

- 4) Records of Disputed Work. In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available to the Project Manager, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Project Manager on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.
- 5) Submission of Claim Costs. Within thirty (30) calendar days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) calendar days, then within fifteen (15) calendar days after the thirtieth (30<sup>th</sup>) day and every month thereafter, the Contractor shall submit to the Project Manager, as best the Contractor is able, its costs incurred for the claimed matter. Claims shall be made in itemized detail and should the Project Manager be dissatisfied with the format or detail of presentation, upon request for more or different information, the Contractor shall promptly comply, with the satisfaction of the Project Manager. If the additional costs are in any respect not knowable with certainty, they shall be estimated as best can be done. The Project Manager shall have the right to review the Contractor's records pertaining to a submitted claim. In case the claim is found to be just, it shall be allowed and paid for as provided in Modification Procedures.
- 6) Claim Meetings. From time to time the Contractor may request or the Project Manager may call a special meeting to discuss outstanding claims should it deem this a means of possible help in the resolution of the claim. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel, subcontractors and suppliers necessary for resolution, and all documents which may reasonably be requested by the Project Manager.

#### H. CHANGE ORDERS.

- 1) Without invalidating the Contract and without notice to sureties or insurers, Calvert County Government may at any time or from time to time, order additions, deletions, or revisions in the Work; these shall be authorized by Field Directive, Field Order, or Change Order. A Change Order shall not be issued for a Field Directive unless the Project Manager concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment shall be made by issuing a Change Order. By the acceptance of a Change Order, the Contractor waives any claim for additional time, not included in the Change Order, for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order shall not entitle the Contractor to an increase in the Contract Amount or an extension of the Contract Time.
- 2) Compensable extra work shall be that work required for the completed Project, but not shown or detailed on the Contract Drawings, and not called for in the Contract Documents, and not constituting "incidental work" as defined in these specifications. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Project Manager shall have authority to make minor changes

in the Work, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by Calvert County Government through the Project Manager, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

- 3) In case any change increases or decreases the work shown, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract price.
- 4) If the Contractor refuses to accept a Change Order, Calvert County Government may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. Calvert County Government shall provide for an equitable adjustment to the Contract and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with these specifications.
- 5) The following shall apply to Change Orders:
  - a. No work on proposed changes shall be started until an estimate or proposed change has been approved by Calvert County Government.
  - b. Where an emergency requires that changes in Contract work be done prior to approval of the Change Order estimate, the Contractor shall be issued a Proceed Order and must maintain an accurate account of all labor and material involved in the change.
  - c. All such time and material is subject to verification by the Project Manager. The Contractor shall notify Calvert County Government when work on changes is to start and when completed.
  - d. To receive full recognition for compensation, the Contractor's labor assigned to Change Order work must, insofar as possible, work continuously on the change rather than interchanging between Contract work and the change.
  - e. The markup percentage(s) for overhead and profit are the total compensation to be paid for all overhead and profit arising out of or relating to Change Order(s) including any claim for home office expenses and payroll costs for Contractor including payroll costs for the Contractor's officers, executives, administrators, project managers, accountants, counsel, engineers, timekeepers, estimators, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's principal or branch office for general administration of the Work and not directly employed in the change in the Work, as well as, but not limited to expenses of the Contractor's home and branch offices, Contractor's capital expenses, interest on Contractors used for the work, charges for delinquent payments, small tools, incidental job costs, rent, utilities, telephone and office equipment, and other general overhead and administrative expenses.

- I. OVERHEAD AND PROFIT. The allowance for overhead and profit combined, included in the total cost to Calvert County Government, shall be based on the following schedule:

- 1) For the Contractor, for any work performed by the Contractor's own forces, ten percent (10%) of the cost.
- 2) For the Contractor, for work performed by the Contractor's subcontractor, four percent (4%) of the amount due the subcontractor.
- 3) For each subcontractor, or sub-contractor involved, for any work performed by that subcontractor's own forces, ten percent (10%) of the cost.
- 4) For each subcontractor, for work performed by the subcontractor's sub-contractors, four percent (4%) of the amount due the subcontractor.
- 5) Cost to which overhead and profit is applied shall be determined in accordance with this Section.
- 6) In order to facilitate checking of quotations for extras or credits, all proposals, shall be accompanied by a complete itemization of costs including labor, materials and subcontract. Labor and material shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.
- 7) The amount of credit due Calvert County Government for deletion of work under the Contract or change which results in a net decrease in the Contract Sum shall be the actual costs of performing the deleted work as if Contractor had actually performed the work, including an allowance for overhead and profit calculated in the same manner as for added work. In the event a Change includes additive, deleted or substituted work resulting in a net decrease of the Contract Sum, then the net credit shall include all allowance for overhead and profit calculated in the same manner as for added work under a change order or directive.
- 8) Except when directed by Calvert County Government or acting by themselves in an emergency. Contractor shall make no change in work without written instructions from Calvert County Government. Work which Contractor claims is a deviation from Contract shall not be performed without written authorization of County, except on contractor's responsibility.
- 9) Agreement on any change order shall constitute a final settlement or all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct, indirect and impact costs associated with such change and any and all adjustments to the Contract sum and the Contract Time.

28. LATE FEES.

- A. Calvert County Government and the Contractor recognize that time is of the essence of this Contract and that Calvert County Government shall suffer financial loss if the Work is not completed within the time specified in Time Allowed For Completion plus any extensions thereof allowed. It is hereby understood and agreed that it is and shall be difficult and/or impossible to ascertain and determine the actual damage which Calvert County Government shall sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its Contract obligations that have accrued by the time for completion as specified herein and/or as specified for completion of any scheduled operations or works. It is, therefore, agreed that the Contractor shall forfeit and pay to Calvert County Government late fees in the amount set forth in Damages for Delays, per calendar day for each and every calendar day that expires after the time for completion as specified herein and/or as specified

for completion of any scheduled operations or work except as otherwise provided by extension of time. It is further understood and agreed that the late fees sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Contract was made, and that Calvert County Government may deduct late fee sums in accordance with this provision from any payments due or that may become due the Contractor.

- B. Late fees shall continue to accrue at the stated rate until Substantial Completion of the Work. Accrued late fees may be deducted by Calvert County Government from amounts due or that become due to the Contractor for performance of the Work. Late fees may not be waived or reduced by Calvert County Government unless expressly waived or reduced in writing by the Project Manager.

29. DAMAGES FOR DELAY. In accordance with the provisions of Late Fees, for the period of time that any portion of the Work remains unfinished after the time fixed for Substantial Completion in Time Allowed for Completion, as modified by extensions of time granted by Calvert County Government, it is understood and agreed by the Contractor and Calvert County Government that the Contractor shall pay Calvert County Government the late fees listed below.

<u>Item</u>	<u>Dollars per Calendar Day Late Fees</u>
Substantial Completion (Use and Occupancy)	\$1,500
Final Completion	\$ 500

30. SUSPENSION OF WORK.

- A. SUSPENDING WORK. The Project Manger may suspend the whole or any part of the work under the Contract, if in their judgment such action is necessary or advisable. Any claim for such damage shall be subject to the terms of this Contract. No allowance, however, shall be made for minor interruptions to the work, from whatever cause.
- B. If the Contractor fails to correct defective work as required by the Section on Materials and Workmanship, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, Calvert County Government, by a written order of Calvert County Government's representative or signed personally by an agent specifically so empowered by Calvert County Government, in writing, may order the Contractor to stop the Work, or any portion thereof. The suspension of Work shall remain in effect until the cause for such order has been eliminated. This right of Calvert County Government to stop the Work shall not give rise to any duty on the part of Calvert County Government to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to Calvert County Government. Calvert County Government's concurrence that the condition or cause has been eliminated shall be provided in writing to the Contractor.
- C. In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, Calvert County Government may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

- D. Calvert County Government shall also have authority to suspend the Work wholly or in part, for such period as Calvert County Government may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for Calvert County Government's own convenience. Such temporary suspension of the Work shall be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed Progress Schedule. The Contractor as directed by Calvert County Government shall provide the provisions as stipulated in Suspension of Work above. Such additional work shall be compensated as provided for in Changes in the Work.

31. **PAYMENT.** Work or placement of equipment order(s) **shall not begin** until receipt of the purchase order or other notification by the Procurement Agent or the appropriate Contract Manager to proceed.

Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to County: (i) a current Contractor's release and waiver for work performed along with a duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material supplier in the requested progress payment, and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed releases and waivers for work performed from all Subcontractors and when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents, or reasonably requested by Calvert County Government.

Progress Payments cannot be made on unexecuted change orders. Once a change order has been executed and returned to the Contractor, the portion of the change order work in place may be requested.

Materials stored on the site may be incorporated into the Progress Payment. Materials stored offsite may be presented to Calvert County Government for payment upon receipt of a bill of sale and insurance indicating the materials are stored at a location acceptable to Calvert County Government.

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- A. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to Calvert County Government changes in the Work, amounts not in dispute shall be included.
- B. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by Calvert County Government, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).
- C. Subtract the aggregate of previous payments made by Calvert County Government.
- D. Subtract amounts, if any, for which Calvert County Government has withheld or nullified application for payments.

- E. Subtract amount(s) due Calvert County Government as otherwise provided in the Contract Documents.

Notwithstanding any terms that may be to the contrary in the Contract Documents, Calvert County Government may withhold additional amount(s) from payment(s) to Contractor as allowed by the Contract Documents if Calvert County Government reasonably determines that the Contractor's performance under the Contract provides reasonable grounds for withholding the additional amount(s).

Calvert County Government shall make partial payments to the Contractor no later than the twenty-fifth day of each calendar month on the basis of a duly certified and approved payment application of the work performed during the preceding calendar month, as prepared by the Contractor and approved by Calvert County Government. Materials on the site and preparatory work shall be taken into consideration. Each Progress Payment request shall be accompanied by partial release of liens from the Contractor, and each Subcontractor and each material supplier as requested by Calvert County Government.

A. BASIS OF PAYMENT.

- 1) General. The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation shall be made in any case of loss of anticipated profits. This includes the event of the termination of the Contract, and therefore no compensation shall be made to the Contractor for the loss of anticipated profits associated with the terminated work. Increased or decreased work involving supplemental agreements shall be paid for as provided in such agreements.

Full compensation for conforming to all of the provisions of the Contract Documents shall be considered as included in the prices paid for the various Contract items of work and no additional compensation shall be allowed therefore.

- 2) Payment for Patents and Patent Infringement. All fees or claims for any patented invention, article, or arrangement that may be used upon, or in, any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the work, and the Contractor and its sureties shall defend, protect, and hold Calvert County Government together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by Calvert County Government, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to Calvert County Government regarding patent rights for the Project. The affidavit shall state



that all fees and payments due as a result of the work incorporated into the Project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this Project.

- 3) Payment of Taxes. The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after acceptance of the Work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, including any taxes or assessments levied or increased during the performance period of the Work. No separate allowance shall be made therefore, and all costs in connection therewith shall be included in the total amount of the Contract price.

B. PARTIAL PAYMENTS.

- 1) General. In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of these Specifications and the Contract, Calvert County Government shall pay the Contractor for all such work installed on the basis of unit prices and/or percentage completion of lump sum Bid Items. Amounts earned for lump sum work shall be based on accepted Cost Breakdown.

Payments shall be made by Calvert County Government to the Contractor on estimates duly certified and approved by the Project Manager, based on the Lump Sum or unit price value of equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month. Payments shall not be made for temporary construction unless specifically provided for in the Contract Documents.

Partial payments shall be made monthly based on work accomplished as of a day mutually agreed to by Calvert County Government and the Contractor. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand in compliance with Partial Payments: Inclusion of Materials on Hand. Each payment request shall list each Change Order executed prior to date of submission, including the Change Order Number.

Upon receipt of Contractor's requests for payment, Calvert County Government shall act in accordance with the following:

- a. The Project Manager shall review the submitted estimates, as soon as practicable after receipt for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of work done.
- b. Any request for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.
- c. The number of days available to Calvert County Government to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which Calvert County Government exceeds the seven (7) calendar day return requirement set forth above.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. The Project Manager shall be available to meet to discuss the partial payment request prior to its resubmittal(s). When the Contractor's estimate of amount earned conforms to the Project Manager's evaluation, the Contractor shall submit to the Project Manager a properly completed and signed progress payment request. The Project Manager shall submit the recommended progress payment request for processing. Payment shall be made by Calvert County Government to the Contractor in accordance with Calvert County Government's normal accounts payable procedures; Calvert County Government shall retain amounts in accordance with these specifications.

No such estimate or payment shall be required to be made when in the judgment of the Project Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Project Manager's judgment the total value of the Work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Subject to the provisions of this Section, Calvert County Government shall pay the Contractor within thirty (30) calendar days more or less after receipt of undisputed and properly submitted requests for payment from the Contractor.

- 2) Partial Payments: Inclusion of Materials on Hand. Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which the Contractor can transfer clear title to Calvert County Government shall be qualified for partial payment. The Contractor may request payment of seventy-five percent (75%) of the actual net cost of these materials. The request for partial payment shall be subject to retention as provided elsewhere in the Contract Documents.

To receive partial payment for materials and equipment not incorporated in the Work, it shall be necessary for the Contractor to submit to the Project Manager a list of such materials, at least seven (7) calendar days prior to submitting the monthly estimate of amount earned for work completed.

At the Project Manager's sole discretion, it shall approve items for which partial payment is to be made subject to the following:

- a. Equipment and materials shall only be eligible if given conditional or final acceptance by the engineering consultant and are in apparent compliance with favorably reviewed Shop Drawings.
- b. Only materials which have received favorable review of shop drawings shall qualify.
- c. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Project Manager, at the job site.
- d. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Project Manager.

- e. Materials or equipment delivered to the Site less than thirty (30) calendar days prior to their scheduled incorporation in the Work shall not qualify.
  - f. Final payment shall be made only for materials actually incorporated in the Work and, upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.
  - g. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.
- 3) Effect of Payment. Payment shall be made by Calvert County Government based on the Project Manager's observations at the Site and the data comprising the progress payment request. Payment shall not be a representation that Calvert County Government has:
- a. Made exhaustive or continuous onsite inspections to check the quality or quantity of Work;
  - b. Reviewed construction means, methods, techniques, sequences or procedures;
  - c. Reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by Calvert County Government to substantiate Contractor's right to payment;
  - d. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum; or
  - e. Accepted all or part of the Work.

C. RIGHT TO WITHHOLD AMOUNTS.

- 1) Retention. Calvert County Government shall withhold from each of the partial payments and retain as part security, five percent (5%) of the amount earned until the Project is half complete. Thereafter, retainage shall not be withheld from the partial payments. The total Project retention shall be two and a half percent (2.5%) of the total Project cost unless "Other Withholds" below apply.
- 2) Other Withholds. In addition to the amount which Calvert County Government may otherwise retain under the Contract, Calvert County Government may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:
  - a. Defective work not remedied.
  - b. A reasonable doubt that the Contract can be completed for the balance then unpaid.
  - c. Damage to another contractor or third party, or to property.

- d. Failure of the Contractor to maintain Record Documents current as required in Project Records Documents.
- e. Cost of insurance arranged by Calvert County Government due to cancellation or reduction of the Contractor's insurance.
- f. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for preparing and maintaining a construction schedule as required in Progress Schedules.
- g. Failure to make proper submissions, as specified herein.
- h. Payments due Calvert County Government from the Contractor.
- i. The Contractor's neglect or unsatisfactory prosecution of the Work including additional engineering and administrative costs related to construction and/or shop drawing errors and the failure to clean up.
- j. Provisions of law that enable or require Calvert County Government to withhold such payments in whole or in part.
- k. Stop Notice claims filed by Contractor's subcontractors, of any tier, or its material suppliers.

When the above reasons for withhold amounts are removed, payment shall be made to the Contractor for amount withheld because of them.

- D. **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to Calvert County Government free from any claim, liens, security interest, or charges. The Contractor further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, the Contractor shall advise Calvert County Government.

Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of Calvert County Government. The provisions of this Paragraph shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

- E. **SUBSTANTIAL COMPLETION.** When the Contractor considers that the Work is Substantially Complete, the Contractor shall notify the Project Manager in writing. Upon receipt of the

notification, the Project Manager or their authorized representatives shall make inspection, to determine if the Work and administrative requirements are sufficiently complete in accordance with the Contract Documents so Calvert County Government can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Project Manager shall notify the Contractor in writing of such items by issuing a Corrective Work Item List.

Upon the completion of such corrective work, the Contractor shall so notify the Project Manager in writing. The Project Manager shall inspect the Work to determine its acceptability for Substantial Completion and for determination of the status of any other items which are required to meet the terms of Substantial Completion as listed in the Contract Documents. Upon verification that the Project is Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion and the Punch List. The Certificate shall establish the date of Substantial Completion and the responsibilities of Calvert County Government and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed sixty (60) calendar days, within which the Contractor shall finish all items on the Punch List or remaining work or administrative requirements accompanying the Certificate. When the preceding provisions have been approved by both Calvert County Government and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgment, the Contractor agrees to pay Calvert County Government's actual costs including, but not limited to, charges for engineering, inspection, and administration incurred due to the failure to complete the Punch List within the time period provided in the Certificate of Substantial Completion.

- F. **FINAL INSPECTION AND PAYMENT.** Upon completion of the Work including all items on the Punch List, and upon completion of final cleaning, the Contractor shall so notify the Project Manager in writing. Upon receipt of the notification, the Project Manager and their authorized representatives shall make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, workmanship or administrative requirements are found which do not meet the terms of the Contract, the Project Manager shall prepare a Final Inspection List of such items and submit it to the Contractor. Following completion of the work to correct all items in the Final inspection List the Contractor shall notify the Project Manager. The Project Manager shall, in turn, notify the Project Manager that the Work has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the Project Manager. After completion of the Work, but prior to its acceptance by Calvert County Government, the last partial payment shall be made to the Contractor in accordance with these specifications.

After receipt of the last partial payment, but prior to Acceptance of the Work by Calvert County Government, the Contractor shall send a letter to the Project Manager. The letter shall state that acceptance of the final payment described below shall operate as and shall be a release to Calvert County Government and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in Resolution of Disputes may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals and the Project Manager's written statement that construction is complete and recommendation that Calvert County Government accept the Project, Calvert County Government shall take formal action on Acceptance.

Payment for the full apparent value of the Contract thus determined shall become due and payable to the Contractor within ninety (90) calendar days after acceptance of the Project by Calvert County Government for maintenance, as hereinafter provided. As a condition precedent to final payment, the Contractor shall be required to execute a general release of all claims against Calvert County Government arising out of, or in any way connected with this Contract. Contractor shall also submit a statement of release of liens for all Subcontractors and major material suppliers signed and notarized indicating that payments for their services or materials have been made to them by the Contractor. All retained money shall be due the Contractor at the time of final payment subject to the Contractor submitting an acceptable Maintenance Bond to protect Calvert County Government's interests during period of Project guarantees. Calvert County Government shall hold all retainage for the duration of the Project's guarantee period if such Maintenance Bond is not submitted by the Contractor.

In the event of a dispute between Calvert County Government and the Contractor, Calvert County Government may withhold from the final payment an amount of one hundred fifty percent (150%) of the disputed amount.

- G. Evidence of Payment. Contractor agrees to provide evidence of payment to the Project Manager, before or within ten (10) calendar days after final completion of acceptance of work under the Contract, that all persons, partnerships and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for, and who have given written notice to the Project Manager of claims against the Contractor on account thereof, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount shall be withheld as may be deemed necessary by the Project Manager out of any money due the Contractor under the Contract until such claims have been fully discharged or such notice withdrawn. The Project Manager may also, with the written consent of the Contractor, use the money retained, due to or to become due under the Contract, for the purpose of paying both labor and material for the work, for which claims have not been filed with the Project Manager.

Maryland Code, State Finance and Procurement Article, Section 17-106 requires that before a Contractor receives a final payment under a Contract covered by payment security, the Contractor shall certify in writing that in accordance with contractual arrangements, suppliers: (1) have been paid from the proceeds of previous progress payments; (2) shall be paid in a timely manner from the proceeds of the progress or final payment currently due. To this effect, a statement of such certification shall be typed, signed and notarized on each Application for Payment submitted by Contractor.

## 32. WARRANTY OF CONSTRUCTION.

- A. In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or Workmanship performed, by the Contractor or any of its agents, employees or Subcontractors for a period of one (1) year from the date of final acceptance of the Work, but without any respect to any part of the Work which Calvert County Government takes possession of prior to final acceptance, whereupon such warranty shall continue for a period of two years from the date Calvert County Government takes possession. Under this warranty, the Contractor shall promptly remedy at Contractor's expense any such failure to conform or any such defect. In addition, the Contractor shall promptly remedy at his own expense any damage which is the result of the Contractor's failure to conform to Contract requirements or any such defect or equipment, material, Workmanship, or design. The Contractor shall also restore any part of the Work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to any

part of the Work repaired or replaced hereinafter shall run for one year from date of County's acceptance of such repair or replacement.

- B. Calvert County Government shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage, during any warranty period.
- C. Should the Contractor fail to remedy any failure, defect, or damage described in Paragraph A above within a reasonable time after receipt of notice thereof, Calvert County Government shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.
- D. In addition to the other rights and remedies provided by this clause, all Subcontractors', manufacturers', and suppliers' warranties, expressed or implied, respecting any part of the Work or materials shall, at the direction of Calvert County Government, to enforce a Subcontractor's manufacturers, or suppliers warranty shall be enforced at the expense of the Contractor and insure to the benefit of Calvert County Government. The Contractor shall obtain any warranties which the Subcontractors, manufacturers, or suppliers thereof to execute their warranties in writing directly to Calvert County Government.
- E. The construction, interpretation, and performance of any and all applicable standard manufacturer's warranty shall be governed by the laws of the State of Maryland.

33. PATENTS. The Contractor shall indemnify and save harmless Calvert County Government from all suits, actions and damages or costs to which Calvert County Government may be subjected by reason of the use of any patented article or process in the work under the contract.

34. NON-DISCRIMINATION IN EMPLOYMENT

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or natural origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, shall state that such Contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- D. The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

### 35. INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to Calvert County Government. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

#### A. Certificate Holder, Additional Insured, and Contract Information

- 1) The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland  
Attention: Procurement Office  
Courthouse, 175 Main Street  
Prince Frederick, Maryland 20678

- 2) The certificate shall also indicate the contract name and number.
- 3) Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Board of County Commissioners of Calvert County, Maryland shall be named as additional insured as pertains to general liability and automobile liability.
- 4) The "ADDL INSD" box shall be checked for general liability and automobile liability.

#### B. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

#### C. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

#### D. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.



If during the life of this Contract the contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

E. Builders Risk

The Contractor shall carry, at his own expense, Builder's Risk Insurance or its equivalent for the full contract amount against the perils of Fire, Lightning, Extended Coverage and Vandalism and Malicious Mischief, subject only to the minimum standard deductibles currently filed with the Insurance Service Office and the State Insurance Department. Calvert County Government shall provide no coverage during the construction period. All policies are to be written jointly in the name of the Board and that of the Contractor, as their respective interests may appear.

F. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to Calvert County Government. Insurance companies providing insurance shall be acceptable to Calvert County Government. The Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to Calvert County Government if any changes are made to the policy.

36. AVAILABILITY OF FUNDS. Calvert County Government reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty (30) days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

37. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this Contract or in exercising any power of authority granted to him thereby, there shall be no personal liability upon the Project Manager or duly authorized assistant, it being understood that in such matters the Project Manager or duly authorized assistant acts as the agent or representative of Calvert County Government.

38. LINES, GRADES, ELEVATIONS, ETC. The Contractor shall provide construction stakeout for all work included in this Contract from the dimensioning and benchmarks shown on the Contract Drawings Survey services shall conform to Section 815, Maryland State Highway Administration Specification, as currently amended. Such lines, grades, and elevations shall be given when needed, but if, for any reason, minor delays should occur, the Contractor shall have thereby no claim for damages or extra compensation.

The Contractor shall preserve and maintain in proper position all stakes, grade-boards, and lines, until authorized to remove the same; and in case any such are disturbed by the Contractor's employees, or by his neglect to give them proper protection, those so disturbed shall be reset at the Contractor's expense. The Contractor shall furnish, when as required, all necessary materials, labor and assistance (except engineering assistance) for the setting of all stakes, grade-boards, lines, forms, etc., which may be required for the proper construction of the work.

Any work done without lines, levels and instructions having been given by the Project Manager, or without the supervision of any inspector, shall not be estimated or paid for except when such work is authorized by the Project Manager. Work so done may be ordered removed and replaced at the Contractor's cost.

39. SUBLETTING AND ASSIGNMENT. The Contractor shall keep the work under their own control, and shall not assign, by power of attorney or otherwise, nor sublet the work, or any part thereof, without the written consent of Calvert County Government. The Contractor shall submit, in writing, the name of such subcontractor as the Contractor intends employing, the portion of the work which the subcontractor is to do or the material which the subcontractor is to furnish, the subcontractor's place of business, and such other information as Calvert County Government may require, in order to know whether said subcontractor is reputable, reliable, and able properly to perform proposed work. After approval of the subcontractor by the Project Manager no work may be performed or material placed by a subcontractor without a responsible representative of the Contractor present at all times. If the Contractor's representative is not present all work shall be declared unsatisfactory and shall be removed at Contractor's expense.

40. WAIVER OF CONTRACT. Neither the acceptance of the whole nor any part of the work by the Project Manager or Calvert County Government, or any of its employees, nor any order, measurement or certificate by the Project Manager, nor any or order by Calvert County Government for the payment of money, nor any payment by Calvert County Government for the whole or any part of the work, nor any extension of time, nor any possession taken by Calvert County Government or its employees, shall operate as a waiver of any portion of the contract, or of any power therein reserved to Calvert County Government, or any right to damages therein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

41. RIGHT OF RECOVERY. Calvert County Government shall not, nor shall any employee thereof, be precluded or stopped by any return or certificate made or given Calvert County Government or any of its employees, under any provision of the Contract, from showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under the Contract, at any time before or after the final completion and acceptance of the work and payment therefore pursuant to any such return or certificate; or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work, or any part thereof, does not in fact conform to the Contract Documents and Drawings; and Calvert County Government shall not be precluded or stopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the terms of the Contract.

42. MAINTENANCE OF TRAFFIC. The Contractor shall maintain and protect traffic in the Project area to the satisfaction of the applicable Local Regulatory Agencies, Calvert County Government and the Project Manager. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic and permit access to business, residences, emergency and/or construction vehicles and intersecting streets at all times.

Where detours shall be required, the Project Manager shall require the Contractor to submit for the Project Manager's approval a detour plan for all portions of the work. It shall be the sole responsibility of the Contractor to keep the Local Regulatory Agencies (including but not limited to the Police and Fire Departments) advised at least 72 hours in advance of changes in traffic patterns due to reduction of pavement widths or closing of streets. The Contractor shall supply, install, maintain, adjust, move all signs, suitably lighted barricades, traffic cones and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic.

The Contractor shall furnish, light, and maintain such signs as may be directed, or may be necessary for the safe regulation, or convenience of traffic. Said signs shall be as specified on the Contract Drawings or elsewhere herein, or if not specified, they shall be adequate for the regulation, safety and convenience of traffic and in conformance with the applicable requirements of the State/Federal Manual on Uniform Traffic Control Devices. The Contractor shall provide, erect, and maintain suitably lighted barricades, warning lights, etc. as needed or directed in order to keep people and vehicles from excavations, obstacles, etc. The Contractor may be required to employ traffic men and take other such reasonable means and precautions as the Project Manager may direct, or as may be needed to prevent damage or injury to persons, vehicles, or other property, and to minimize the inconvenience and danger to the public due to construction operations. The Contractor shall arrange his operations to provide access to properties along the street including temporary bridges to driveways, and provide access to fire hydrants, manholes, gate boxes, or other utilities. Whenever any trench obstructs traffic in or to any public street, private driveway or property entrance, the Contractor shall take such steps as required to maintain necessary traffic and access. The Contractor shall confine his occupancy of public or traveled ways to the smallest space compatible with the efficient and safe performance of the work contemplated by the Contract.

All flaggers are required to pass an approved SHA flagger course and have their approved flagger card on their person at all times while flagging. SHA provides a "Train the Trainer" program for responsible parties. Flaggers shall be governed and familiar with the latest editions of the MUTCD Part VI, Section 6E and Maryland's Standards and Specifications for Construction and Materials, Section 104.15.

Suitable lighting, barriers, or barricades shall be furnished by the Contractor and put up and maintained at all times during the night or daytime, around all open ditches, trenches, excavations, or other work potentially dangerous to traffic.

Should the Contractor or his employees neglect to set out and maintain barricades or light as required in these Specifications, the Project Manager immediately, and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

Temporary detours shall be constructed on the site as directed by the Project Manager, required by the Contract Drawings or specified elsewhere herein. Said detours shall not have grades in excess of ten percent (10%) anywhere along their lanes unless otherwise shown on the Contract Drawings. Detours shall be smooth riding as determined by the Project Manager.

The cost to maintain and protect traffic shall not be measured for payment unless there is a Contract item in the bid proposal. If there is no item in the bid proposal then the cost of this work shall be included in other payment items in the Contract.

43. WATER SUPPLY. The Contractor shall provide at his own expense such quantities of clean water as may be required for any purposes under the Contract. The Contractor shall take particular care to furnish his employees with pure and wholesome drinking water. All sources of water supply to be used by the Contractor in connection with the work shall be subject to the approval of the Project Manager, and shall be indicated to the Project Manager by the Contractor five (5) calendar days before beginning work, so that examinations of said supplies can be made.

44. SANITARY ARRANGEMENTS. Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor, in such manner and at such points as shall be approved or directed, and their use shall be strictly enforced. The collections in the same shall be disinfected or removed as necessary.

45. ADJUSTMENT OF STREET STRUCTURES. It shall be the Contractor's responsibility well in advance of the beginning of work to notify all public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction, if required. Unless otherwise specified these adjustments shall be made by the owners and in advance of construction. Any charges that may be made by the utility organizations or adjustments to structures shall be borne by Calvert County Government.

The Contractor shall be held responsible for any damage to surface or sub-surface utility installations during the work, and any so damaged, shall be replaced at the Contractor's expense. Any expense resulting from damage to utility structures by the Contractor shall be charged against the Contractor and deducted from any monies due or to become due the Contractor.

46. TIMBER AND BRUSH. All cut timber and brush shall be removed from the site of the work unless otherwise directed.

47. CONSTRUCTION WITHIN RIGHTS OF WAY. The Contractor shall not move any equipment or materials in the right of way or construction strips and shall not commence any clearing within the rights of way until authorized to do so by the Project Manager. The Contractor shall confine his operations strictly within the limits of the rights of way and these construction strips, unless the Contractor has the written permission of the owner of the adjacent property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the rights of way may be cut down unless otherwise indicated or directed by the Project Manager.

The Contractor shall so conduct his work in the vicinity of rights of way so that there shall be a minimum of disturbance of the properties crossed. Fences shall be disturbed as little as possible and if damaged or removed shall be replaced to the satisfaction of the owner.

48. CONSTRUCTION IN VICINITY OF TREES. In rights of way, the Contractor shall be permitted, where the tree in question does come under the jurisdiction of the Calvert County Forest Conservation Program, to cut down any trees, unless otherwise indicated on the Drawings. In general, the State Department of Forestry has control over trees in public areas such as roads and streets. Any other trees may be cut down only with the written permission of the Project Manager or owner of the adjacent property as the case may be. The Contractor shall exercise due care not to injure trees, within or adjacent to the line of work, under the jurisdiction of the Calvert County Forest Conservation Program. The Contractor shall carry on his operations in conformity with the requirements of the Calvert County Forest Conservation Program without additional compensation over the price bid for the work.

49. LIGHTS, RAILINGS, AND WATCHMEN. The Contractor shall place sufficient lights on or near the work and keep them burning from twilight to sunrise, if required. The Contractor shall erect suitable railings, fences or other protection about open trenches, and provide all watchmen on the work, by day or night, that may be necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after delivery of materials and supplies, and shall at all times take all necessary precautions to avoid accidents or injury to persons or property. The Contractor shall, upon notice from the Project Manager that the foregoing requirements have not been satisfactorily complied with, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct, but the Contractor shall not be relieved of their obligations under the Contract by any such notice or directions. In case the Contractor shall not comply with any order with respect to guarding his work, the Project Manager may provide the required protection and the cost thereof shall be deducted from any monies due or to become due that Contractor under the contract. The Contractor shall not be relieved of his obligations under the Contract by any such action of the Project Manager.

50. CARE AND PROTECTION OF WORK. From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from

whatever cause shall be made good by him, at his own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as for completed work.

51. PIPE LINES TO BE KEPT CLEAN. During the progress of the work and until the completion and final acceptance thereof, the pipelines and their appurtenances shall be kept thoroughly clean throughout, if required. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, the pipelines and their appurtenances shall be left clean, free, and in good order.

52. PROTECTION OF STRUCTURES FROM BITUMINOUS MATERIALS. It shall be the responsibility of the Contractor to adequately protect the curb, gutter, and other adjacent structures when liquid bituminous material is being applied to the street surface. The Contractor may use any method that is normal practice, via: Protective paper, courses of sand, etc. If any of the structures are defaced they shall be repaired at the Contractor's expense. Within the paving area the Contractor shall protect manhole frames and covers and other similar utility street structures with paper or other means before applying bituminous material to the street. After the bituminous paving course has been completed, it shall be the Contractor's responsibility to remove the protective covering and examine the various street structures to see that they are unimpaired and that their covers are free and sit properly.

53. INJURY TO PROPERTY. In case any direct or indirect damage is done to public or private property, by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise, as may be required by the Project Manager or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore such property, or make good such damage, the Project Manager may, upon 48 hours written notice, proceed to repair, rebuild or otherwise restore such property, as may be necessary, and the cost thereof shall be deducted from any monies due or to become due the Contractor under the contract; or Calvert County Government may deduct, from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged.

54. INDEMNIFICATION OF CALVERT COUNTY GOVERNMENT. Nothing contained in the bid shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep and save harmless Calvert County Government, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against Calvert County Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the agreement recipient or his employees, of the subcontractor or his employees, if any, the agreement recipient shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Calvert County Government in any such action, the agreement recipient shall at their own expense, satisfy and discharge the same.

The proposing Contractor expressly understands and agrees that any insurance protection required by this ITB or subsequent contract, or otherwise provided by the agreement recipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

55. RESTORATION OF DISTURBED SURFACES. Upon completion of the work; any streets, driveways, walks, steps, lawns, and slopes which have been disturbed shall be restored to their original condition and

the cost thereof shall be included in the various unit prices bid except when specified bid items are established to include them.

56. CLEANING UP. On or before the completion of the work, the Contractor shall, without charge therefore, tear down and remove all temporary buildings and other structures built by him, shall remove all rubbish of all kinds from any grounds which he has occupied, and shall leave the line of the work in a clean and neat condition.

57. SURVEYS, PERMITS, AND REGULATIONS. Unless otherwise expressly provided for in this contract, Calvert County Government shall furnish to the Contractor all surveys necessary for the execution of the work. Calvert County Government shall procure and pay for all permits, licenses, and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

58. NOTICE OF POLITICAL CONTRIBUTIONS. The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

59. COOPERATIVE PURCHASES.

- A. Acceptance of this bid and submission of a price proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
- B. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

60. INTENT OF THE CONTRACT DOCUMENTS. Execution of the Contract by the Contractor affirms that the Contractor has obtained, before award of the Contract clarification of all questions as to intent of the Contract Documents, or of assumed, or actual conflict between two or more items in the Contract Documents. Should Contractor fail to obtain such clarification direction shall be provided to proceed by the method indicated, specified, or required by Contract documents which shall produce the best results as judged by the Project Manager. Such direction shall not constitute claim for extra cost by the Contractor.

It is the intent of the specifications to describe the work of each trade under its title, but when material and work are described under some title other than that of the trade which is to perform it, the Contractor shall make the necessary adjustment so that no controversy shall arise among the trades, nor the progress of the work be delayed.

Except as otherwise specified, where reference is made to publications, test, specifications, manufacturer's directions or literature, the latest edition published before date of Specification shall apply. Exception being in the case of proprietary products, then the latest date at proposal time shall apply.

It is the purpose of these documents to provide the best possible installation of each material and item of equipment utilizing the best installation materials, methods and workmanship obtainable to achieve the result desired.

Abbreviations and symbols used on or in the Contract Documents have the normal meanings in standard use in the United States. If there are any questions regarding the meaning of any abbreviation or symbol, they shall be brought to attention during the Bidding Phase.

61. CONTRACTOR REVIEW OF DOCUMENTS AND FIELD CONDITIONS. Prior to execution of the Agreement, the Contractor and each subcontractor evaluated and satisfied themselves as to the conditions and limitations. The Contractor performed, including without limitations, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, equipment, and (v) other similar issues. Calvert County Government assumes no responsibility or liability for providing the safety of the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. Calvert County Government shall not be required to make any adjustments in either Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirement of this paragraph.

62. BREACH OF AGREEMENT.

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Agreement, Calvert County Government shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, Calvert County Government shall authorize the services to be obtained from another qualified Contractor, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor.
- B. In the event of the failure of the Contractor to remedy the same within said period, Calvert County Government is authorized to seek to have this Agreement voided.
- C. In addition to those instances specifically referred to in other Sections herein contained, Calvert County Government shall have the right at its option to terminate the Agreement under any one or more of the following:
  - 1) If the Contractor becomes insolvent.
  - 2) If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.
  - 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
  - 4) In the event the Contractor fails to commence work in accordance with the ITB.
  - 5) In the event the Contractor shall abandon any portion of the work to be performed under the ITB for thirty (30) calendar days or more.
  - 6) If the Contractor shall fail to fully and properly perform any or all of the conditions, covenants, or agreements contained within the ITB.
  - 7) If the Contractor shall sublet, assign, convey, or otherwise dispose of his Agreement or any portion thereof other than in accordance with the ITB.
  - 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.

- 9) If Calvert County Government, upon the advice of the Contract Administrator, shall be of the opinion that the Contractor is not or has not been performing the Agreement in good faith and in accordance with the terms of the ITB.

63. AUTHORITY TO CHANGE SCOPE. The scope of the Project may not be changed without prior approval in writing by Calvert County Government.

64. REVOCATIONS, CANCELLATIONS, ASSIGNMENT, OR SUBSTITUTION. Calvert County Government and the Contractor, respectively bind themselves, their partners, successors, assignees, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither Calvert County Government nor the Contractor shall assign, sublet or transfer any interest in this Contract without the prior written consent of the other. In the event that death or other cause necessitates substitution by Calvert County Government of another Contractor in place of the party hereto in order to complete the services called for in this Contract, the Procurement Agent shall determine the division of the fee between such substitute and the Contractor who is the party hereto. Calvert County Government, acting through the Procurement Office, may revoke or cancel this Contract at any time, with or without cause, provided it pays the Contractor the proportionate fee for services properly provided to that point in time.

65. PROGRESS MEETINGS. Progress meetings shall be held during the Project, if required. The Contractor shall provide a brief narrative describing the status of the Project, indicating problems, existing or anticipated, together with alternative solutions. The Contractor shall take and distribute minutes of all meetings.

66. CONTRACTOR'S ACCOUNT RECORDS. Records of reimbursable expenses and expenses pertaining to services performed in connection with the Project shall be kept on the basis of generally accepted accounting principles and shall be available to Calvert County Government at mutually convenient times. For Federal and/or State funded projects, records shall be maintained for such periods as current Federal and State requirements direct.

67. OWNERSHIP OF DOCUMENTS. Any reports, specifications, blueprints, negatives, or other documents prepared by the Contractor in the performance of its obligations under the resulting Contract shall be the exclusive property of Calvert County Government and all such materials shall be returned to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the resulting Contract shall be the property of Calvert County Government; however, the Contractor may retain file copies, which cannot be used without prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the Project specified, when the Contractor is not the firm of record.

68. SUBMISSIONS. All Project correspondence, design/review documents, reports, etc. prepared by the Contractor shall be distributed to Calvert County Government for each task. Within thirty (30) calendar days of Project completion, the Contractor shall prepare and submit a Project Completion Report with Project closeout documents and submit to Calvert County Government.

69. WARRANTIES. The Contractor shall warrant services and products furnished under this Contract to be of the highest quality, complying with the specifications, and free from all defects in materials and workmanship with the following stipulations.



All warranties and guarantees required shall be furnished by the Contractor and shall be delivered to Calvert County Government before final payment on the Contract is made. Unless otherwise stated, manufacturer's warranty applies. The construction, interpretation, and performance of any and all applicable standard manufacturer's warranties shall be governed by the laws of the State of Maryland.

The Contractor shall provide one (1) year on all workmanship furnished. In addition, at the sole discretion of Calvert County Government, any workmanship, improper work, or repairs shall be repaired by the Contractor at no additional cost to Calvert County Government for any expenses.

70. SOVEREIGN IMMUNITY. By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article*, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

71. THIRD PARTY BENEFICIARY. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

72. NO INDIVIDUAL LIABILITY. No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

73. SUFFICIENT APPROPRIATIONS. Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

74. SEVERABILITY. In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

75. ENTIRE AGREEMENT. The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

**ITB 2025-001**  
**CALVERT PINES SENIOR CENTER RENOVATION**

**SUPPLEMENTAL GENERAL PROVISIONS OF BID AND CONTRACT**

**1. PURPOSE**

Calvert County Government is seeking bids from qualified Contractors to furnish all labor, material, equipment, supervision, and materials necessary for the construction and renovation of Calvert Pines Senior Center. The Project shall be completed in accordance with the General Provisions of Bid and Contract, Supplemental General Provisions of Bid and Contract, the drawings containing technical specifications and any documents issued during the bidding phase for this ITB.

**2. SCOPE OF WORK SUMMARY**

- A. The Project consists of the construction and renovation of the Calvert Pines Senior Center. The work shall include site/civil, general construction, mechanical, electrical, and plumbing which shall be constructed in accordance with all Contract documents and drawings. Building permits are included herein as Attachment A and low voltage plans as Attachment B.
- B. The work shall be completed in a single phase. **Contract work shall be substantially complete within two hundred sixty (260) calendar days** after the date of written Notice to Proceed (NTP) from Calvert County Government to the Contractor or as otherwise directed by Calvert County Government. Actual construction shall not commence until the Contractor has material on hand to allow uninterrupted construction to be completed in the shortest time frame. Onsite work shall not exceed one hundred eighty (180) calendar days. Final Completion of all work shall be within **thirty (30)** calendar days after the date of Substantial Completion.
- C. The building will be occupied during construction. Areas under construction shall be made safe by the Contractor and cordoned off from public egress. Dust control measures shall be implemented by the Contractor to keep dust and debris from entering occupied areas.
- D. The project is Prevailing Wage, and records shall be kept for three (3) years. The Contractor shall be responsible for fulfilling prevailing wage requirements with the State of Maryland. Attachment C – Informational Wage Rates is provided for informational purposes only. The Contractor shall be responsible for obtaining rate at Notice to Proceed.
- E. Demolition and Construction  
The Contractor shall provide demolition and removal of the existing structure. The work shall include but may not be limited to:
  - 1) Permitting;
  - 2) Location and Disconnection of all utilities;
  - 3) Demolition of existing structures;
  - 4) Loading, hauling and disposal of debris to approved dump site;
  - 5) Apply for and be responsible for the NOI and SWPPP, if required; and,
  - 6) Connection of utilities

F. Additional Provisions

In addition to other requirements, the Contractor shall:

- 1) Provide daily indoor air quality reports.
- 2) Perform demolition in a manner to facilitate new construction.
- 3) Install perimeter fence around active site during demolition and construction.
- 4) Disconnect and cap utilities by means and methods to allow for the most cost effective and efficient reconnection of new facility.
- 5) Be responsible for all dumping fees associated with the work.
- 6) Remove asphalt only to the limit necessary for new construction.
- 7) Provide recycle reports.
- 8) Keep existing structure adequately wet at all times during demolition for dust control.
- 9) Conduct work so as not to interfere with any public utilities and right-of-ways.
- 10) Maintain a clean and orderly work site.
- 11) Sequence construction to maintain a secure building.
- 12) Provide Calvert County Government with a site layout plan for approval.
- 13) Provide fire alarm phone lines which shall be compatible with IP phone systems. Contractor shall be responsible for fire alarm phone system tie-in and operation prior to substantial completion.
- 14) Be responsible for any dewatering.
- 15) Be responsible for a full cleaning prior to Final Punch.
- 16) Be responsible for a powder puff clean coordinated with building turnover.

**3. DRAWINGS**

The following is an index of the drawing sheets contained in the referenced Contract Drawing set:

<b>DRAWING NUMBER</b>	<b>SHEET TITLE</b>
--	FINAL APPROVED PLAN SET COVER PAGE
<b>GENERAL</b>	
CS-1	COVER SHEET
CS-2	CODE SUMMARY
CS-3	CODE ANALYSIS
CS-4	SPECIFICATIONS
CS-5	SPECIFICATIONS
<b>CIVIL</b>	
C1.0	CIVIL COVER SHEET
C1.1	CIVIL SPECIFICATIONS
C1.2	CIVIL EXISTING CONDITIONS
C2.0	SEDIMENT AND EROSION CONTROL PLAN
C3.0	GRADING
C4.0	UTILITY PLAN

<b>DRAWING NUMBER</b>	<b>SHEET TITLE</b>
<b>CIVIL (CONTINUED)</b>	
C4.1	UTILITY PROFILES
C5.0	STORMWATER MANAGEMENT PLAN
C5.1	STORMWATER MANAGEMENT DRAINAGE AREA MAPS
C5.2	STORMWATER MANAGEMENT PROFILES
C5.3	STORMWATER MANAGEMENT PROFILES AND DETAILS
C5.4	STORMWATER MANAGEMENT Q10 DRAINAGE AREA MAPS
C6.0	SITE AND LAYOUT PLAN
C6-1	SITE AND LAYOUT DETAILS
<b>ARCHITECTURAL</b>	
AD-101	FIRST FLOOR DEMOLITION PLAN
AD-102	DEMOLITION PLAN – ENLARGED
AD-103	DEMOLITION PLAN – ENLARGED
AD-104	DEMOLITION PLAN – RCP
AD-105	DEMOLITION PLAN – ENLARGED RCP
AD-106	DEMOLITION PLAN – ENLARGED RCP
A-101	FIRST FLOOR PLAN
A-102	REFLECTED CEILING PLANS
A-102.1	ENLARGED REFLECTED CEILING PLANS
A-102.2	ENLARGED REFLECTED CEILING PLANS
A-103.1	NEW ROOF PLAN
A-201	EXTERIOR ELEVATIONS
A-300.1	BUILDING SECTIONS
A-301	1/2 SCALE SECTIONS
A-301.1	1/2 SCALE SECTIONS
A-301.2	1/2 SCALE SECTIONS
A-301.3	1/2 SCALE SECTIONS
A-301.4	1/2 SCALE SECTIONS
A-302	WALL SECTIONS
A-303	WALL SECTIONS
A-400	ENLARGED PLANS/ELEVATIONS
A-400.1	ENLARGED PLANS/ELEVATIONS
A-400.2	ENLARGED PLANS/ELEVATIONS
A-400.3	ENLARGED PLANS/ELEVATIONS
A-401	CASEWORK DETAILS
A-500	PLAN DETAILS
A-500.1	ROOF DETAILS
A-500.2	DETAILS
A-500-3	DETAILS
A-500.4	DETAILS
A-600	SCHEDULES
A-601	DOOR DETAILS
A-602	STOREFRONT TYPES
A-603	STOREFRONT DETAILS
A-604	ROOM FINISH PLAN
A-605	PARTITION TYPES
A-800	FURNITURE PLAN

<b>STRUCTURAL</b>	
S001	GENERAL NOTES
S002	GENERAL NOTES
S101	FIRST FLOOR FOUNDATION PLAN
S102	ROOF FRAMING PLAN
S201	TYPICAL DETAILS
S202	LIGHT GAGE STEEL DETAILS
<b>MECHANICAL</b>	
M-001	MECHANICAL COVERSHEET
M-101	FIRST FLOOR PLAN – MECHANICAL DEMOLITION
M-201	FIRST FLOOR PLAN – MECHANICAL – NEW WORK
M-202	ROOF PLAN – MECHANICAL – NEW WORK
M-701	MECHANICAL DETAILS
M-702	MECHANICAL DETAILS
M-801	MECHANICAL SCHEDULES
M-901	MECHANICAL SPECIFICATIONS
M-902	MECHANICAL SPECIFICATIONS
M-903	MECHANICAL SPECIFICATIONS
M-904	MECHANICAL SPECIFICATIONS
M-905	MECHANICAL SPECIFICATIONS
M-906	MECHANICAL SPECIFICATIONS
M-907	MECHANICAL SPECIFICATIONS
M-908	MECHANICAL SPECIFICATIONS
<b>PLUMBING</b>	
P001	PLUMBING COVERSHEET
P101	FIRST FLOOR PLAN – PLUMBING – DEMOLITION
P201	FIRST FLOOR PLAN – PLUMBING – NEW WORK
P-701	PLUMBING DETAILS
P-801	PLUMBING SCHEDULES
<b>ELECTRICAL</b>	
E001	ELECTRICAL LEGEND AND ABBREVIATIONS
E-101	FIRST FLOOR PLAN – ELECTRICAL – DEMOLITION
E-201	FIRST FLOOR PLAN – ELECTRICAL – NEW WORK
E-301	FIRST FLOOR PLAN – POWER – NEW WORK
E-302	ROOF PLAN – POWER – NEW WORK
E-501	ELECTRICAL DIAGRAMS AND DETAILS
E-601	ELECTRICAL SCHEDULES
E-901	ELECTRICAL SPECIFICATIONS
E-902	ELECTRICAL SPECIFICATIONS

#### **4. CONTRACT ADMINISTRATION**

##### **A. Schedule**

- 1) After award, the Contractor shall provide, within two (2) weeks of NTP, a baseline CPM schedule which shall be updated monthly. Schedule shall be Microsoft Project or similar schedule software.

- 2) Any changes to the baseline schedule shall be provided to Calvert County Government and be accompanied with a memorandum of explanation.
- 3) The milestone schedule proposed by the Contractor with their bid shall become the baseline schedule for the Project.
- 4) The schedule shall show milestones for the following activities:
  - a. As listed in Bid Proposal requirements.
- 5) Schedule shall show:
  - a. Sufficient detail for each contractor to plan his task and labor so as not to delay construction.
  - b. Critical Path.
  - c. Long Lead Submittals.
  - d. Major Subcontractor Buy-Out.

B. Meetings

Contractor shall provide onsite amenities for bi-weekly meetings, Calvert County Government meetings, and weekly Foremen's meetings.

C. Monthly Summary

- 1) Contractor shall provide a monthly summary for distribution to Calvert County Government. The summary shall include:
  - a. Summary page to include progress over the preceding month and the expected work in the next month which is tied to the CPM schedule.
  - b. Updated CPM schedule.
  - c. RFI Log.
  - d. Submittal Log.
  - e. Latest Approved Pay Application.
  - f. Copy of the Contractor's Daily Report.
  - g. Progress Photos to include:
    - (1) Four (4) Cardinal Points.
    - (2) Photos Showing Areas of Interest or Work.

## 5. **BID REQUIREMENTS**

The Contractor shall submit the following documents with their bid submittal.

- A. Bid Form.
- B. Bid Bond (five percent [5%] of contract value).
- C. Letter from Bonding company guaranteeing Performance and Labor and Materialmen's Bonds.
- D. Name and Signature Requirements for Bids and Contracts.

- E. Contract References.
- F. Anti-Bribery Affirmation and Affidavit of Qualification to Bid.
- G. Milestone Schedule with a start date to be determined after issuance of Notice to Proceed and preconstruction conference Milestone schedule shall include the following as milestones:
  - 1) Start Date – NTP
  - 2) Contractor's CPM showing each area and the planned tasks.
  - 3) Building Final.
- H. Portfolio of similar projects completed over the last ten (10) years.
- I. Contact information for five (5) projects within the last five (5) years.
- J. Staffing schedule for the project showing Project Supervisor, Assistant Project Supervisor, Superintendent, Assistant Superintendent, Safety Manager, QA/QC Manager. The same person may perform multiple roles.
- K. Major subcontractors:
  - 1) Mechanical;
  - 2) Electrical;
  - 3) Plumbing;
  - 4) Masonry;
  - 5) Framing/Drywall;
  - 6) Roofing;
  - 7) Concrete;
  - 8) Flooring; and,
  - 9) Demolition.
- L. Safety operating procedures (safety manual).
- M. QA/QC standards and procedures with examples of previous project tracking logs.
- N. Project Administration Standards:
  - 1) Software used; and
  - 2) Tracking of RFIs, submittals, materials, and potential change orders (PCO) to include sample forms.
- O. Contractor's project team with resumes, including five (5) projects for each team member.
- P. Example of Superintendent's six (6) week schedule.
- Q. Example of Superintendent's Daily Log.
- R. Copies of Contractor's Employees' Certificate of Completion of OSHA 10-Hour Outreach Training Program for Construction.
- S. Questions and Answers/Clarification Issued.
- T. Addenda Issued.

## ATTACHMENT A

**Calvert County**  
**Department of Planning & Zoning**  
**Division of Inspections & Permits**  
**205 Main Street, Prince Frederick, Maryland 20678**  
**Phone: (410) 535-2155 (301) 855-1243 Fax: (410) 414-3283**

Hello Jones, C J General Services,

Building Permit #2426374  
Commercial New Application  
450 W DARES BEACH RD PRINCE FREDERICK MD 20678

Your permit application has been approved for issuance.

**Approval Comments**

**Architectural Review (Review 1)**  
**Soil Conservation Commercial Review (Review 1)**  
**Planning and Zoning Review (Review 1)**  
**Engineering Review (Review 1)**  
**Water Sewer Commercial Review (Review 1)**  
**Architectural Review (Review 2)**  
**Fire Marshall Review (Review 2)**  
**Soil Conservation Commercial Review (Review 2)**  
**Planning and Zoning Review (Review 2)**  
**Engineering Review (Review 2)**  
**Water Sewer Commercial Review (Review 2)**

You will receive a separate email with your permit attached. **This permit is to be clearly displayed on site.**  
The approved plans and permit can be downloaded from the online portal at <https://encompass.calvertcountymd.gov/>  
**It is the applicant's responsibility to request (or have requested) all required inspections in the proper construction order.**

**You may view your permit information online at [Calvert County Online Permitting System](#).**  
**For more information about permit fees and requirements visit [Calvert County Inspections & Permits](#)**  
**PLEASE DO NOT REPLY TO THIS EMAIL AS THIS IS NOT A MONITORED MAILBOX**

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NOTE: This email is private and confidential. If you are not the recipient, delete this email immediately.

PLEASE NOTE: A system enhancement has occurred to ensure that all permit applicants receive the necessary permit application emails. All applicants will receive regular email updates and notifications regarding permit application status, any additional documentation required, and important deadlines. Please ensure that you carefully review all the information provided in these emails and take any necessary actions promptly. If you have missed any communication check your spam or junk folders.



## ATTACHMENT A

**Calvert County**  
**Department of Planning & Zoning**  
**Division of Inspections & Permits**  
**205 Main Street, Prince Frederick, Maryland 20678**  
**Phone: (410) 535-2155 (301) 855-1243 Fax: (410) 414-3283**

Hello Jones, C J General Services,

Building Permit #2426374  
Commercial New Application  
450 W DARES BEACH RD PRINCE FREDERICK MD 20678

Your permit application has been issued and the following inspections are required for this project

**Zoning Final Inspection**  
**Soil Conservation Pre-Construction Meeting**  
**Footing Inspection**  
**Slab Inspection**  
**Rough Inspection**  
**Wrap and Strap Inspection**  
**Insulation Inspection**  
**Ceiling Close-In Inspection**  
**Wall Close-In Inspection**  
**Fire Marshal Inspection**  
**Inspections & Permits Pre-Construction Meeting**  
**Stormwater Management Initial Inspection**  
**Grading Final (For All Grading Permits)**  
**Grading Final (For All Grading Permits)**  
**Building Final (For all Building Permits)**

\*Depending on construction methods and sequence, additional inspections may be required.  
Call the Inspections and Permits Office 410-535-2155 if you have questions about the need for a specific inspection. Normal business hours Monday-Friday 8 a.m. to 4 p.m. - Please Note that the Inspections & Permits office is closed for staff development the 1st and 3rd Thursday from 8-10 a.m.

>Separate permits and inspections will be required for projects that include plumbing, gas and electrical work. All permits must be applied for and inspections scheduled by a licensed master tradesman.

>Permit(s) must be posted conspicuously at the front of the lot prior to calling for an inspection.

### **How to request inspection(s)**

*Section 109.3 of the International Building Code states that: It shall be the duty of the permit holder or their agent to notify the building official that work is ready for inspection. It shall be the duty of the person requesting any inspections required by this code to provide access to and means for inspection of such work. Work requiring an inspection that has been covered or concealed prior to receiving a required inspection will have to be exposed.*

-Inspections must be requested by calling the Inspections and Permits Office at 410-535-2155.

-Fire Marshal Inspections must be requested by calling the Fire Marshal's office at 443-550-6820.

-Inspections must be requested prior to 3 p.m. in order to be scheduled for the following day.

NOTE: While every effort is made to perform inspections on the day they are scheduled extenuating circumstances may result in a delay

**If you need assistance with portal setup please email [encompass@calvertcountymd.gov](mailto:encompass@calvertcountymd.gov)**

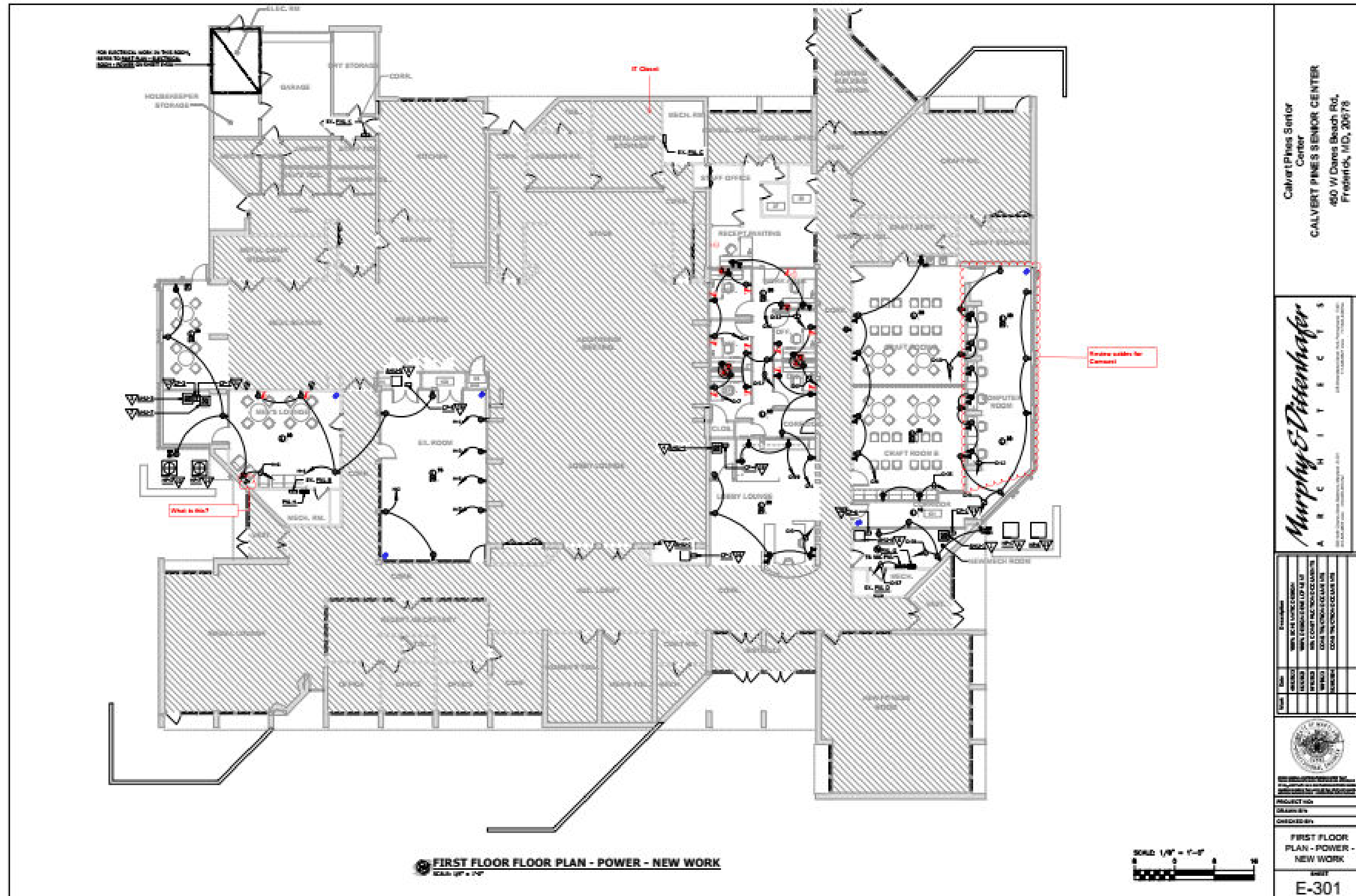
**You may view your permit information online at [Calvert County Online Permitting System](#). For more information about permit fees and requirements visit [Calvert County Inspections & Permits](#)**

**PLEASE DO NOT REPLY TO THIS EMAIL AS THIS IS NOT A MONITORED MAILBOX**

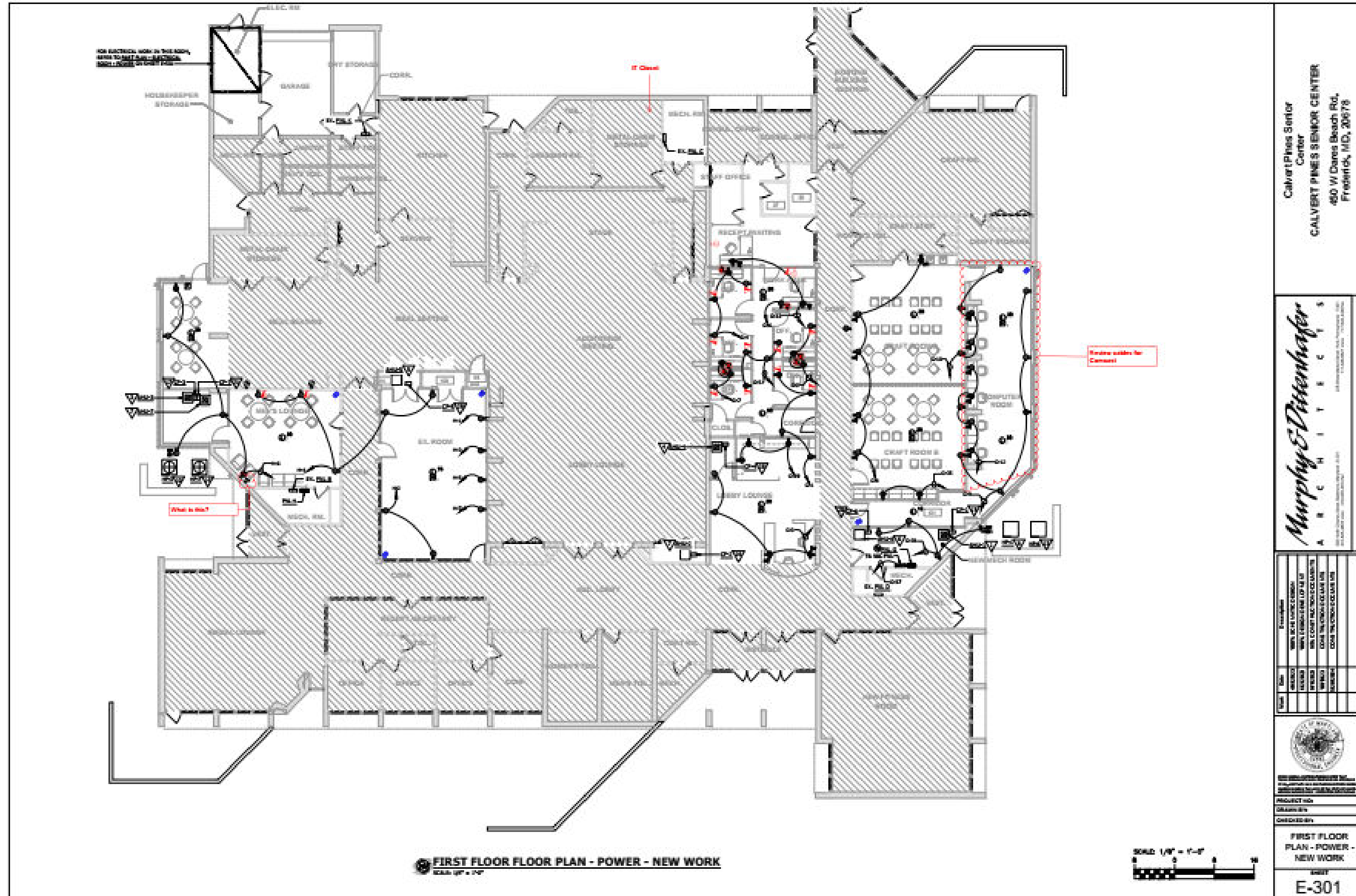
NOTE: This email is private and confidential. If you are not the recipient, delete this email immediately.

PLEASE NOTE: A system enhancement has occurred to ensure that all permit applicants receive the necessary permit application emails. All applicants will receive regular email updates and notifications regarding permit application status, any additional documentation required, and important deadlines. Please ensure that you carefully review all the information provided in these emails and take any necessary actions promptly. If you have missed any communication check your spam or junk folders.

## ATTACHMENT B



# ATTACHMENT B



# ATTACHMENT C

## 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 \$250,000 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 25% or more of the project.

CALVERT COUNTY		BUILDING CONSTRUCTION			Print Date Oct 09, 2024
CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY RATE	BORROWED FROM	FRINGE BENEFIT PAYMENT	
BALANCING TECHNICIAN	AD	\$45.37		\$23.48	
BRICKLAYER	AD	\$36.50	017	\$13.77	
CARPENTER	AD	\$33.21		\$14.03	
CARPET LAYER	AD	\$33.34		\$14.40	
CEMENT MASON	AD	\$32.01	017	\$4.91	
COMMUNICATION INSTALLER TECHNICIAN	AD	\$31.75	017	\$12.02	
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$27.46	017	\$11.71	
ELECTRICIAN	AD	\$51.00		\$20.72	
ELEVATOR MECHANIC	AD	\$52.49		\$42.53	
FIRESTOPPER	AD	\$29.41	037	\$9.48	
INSULATION WORKER	AD	\$39.27		\$19.42	
IRONWORKER - STRUCTURAL	AD	\$34.85		\$25.17	
LABORER - AIR TOOL OPERATOR	AD	\$29.05		\$8.72	
LABORER - ASPHALT PAVER	AD	\$29.05		\$8.72	
LABORER - ASPHALT RAKER	AD	\$28.45		\$8.82	
LABORER - BLASTER - DYNAMITE	AD	\$29.05		\$8.72	
LABORER - BURNER	AD	\$29.05		\$8.72	
LABORER - COMMON	AD	\$28.45		\$8.82	
LABORER - CONCRETE PUDDLER	AD	\$28.45		\$8.82	
LABORER - CONCRETE SURFACER	AD	\$29.05		\$8.72	
LABORER - CONCRETE TENDER	AD	\$28.45		\$8.82	
LABORER - CONCRETE VIBRATOR	AD	\$28.45		\$8.82	
LABORER - DENSITY GAUGE	AD	\$28.45		\$8.82	
LABORER - FIREPROOFER - MIXER	AD	\$28.45		\$8.82	
LABORER - FLAGGER	AD	\$28.45		\$8.82	
LABORER - GRADE CHECKER	AD	\$28.45		\$8.82	
LABORER - HAND ROLLER	AD	\$28.45		\$8.82	
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$29.05		\$8.72	
LABORER - JACKHAMMER	AD	\$28.45		\$8.82	
LABORER - LANDSCAPING	AD	\$28.45		\$8.82	
LABORER - LAYOUT	AD	\$28.45		\$8.82	

## ATTACHMENT C

LABORER - LUTEMAN	AD	\$28.45		\$8.82
LABORER - MASON TENDER	AD	\$29.05		\$8.72
LABORER - MORTAR MIXER	AD	\$28.45		\$8.82
LABORER - PIPELAYER	AD	\$29.05		\$8.72
LABORER - PLASTERER - HANDLER	AD	\$28.45		\$8.82
LABORER - SCAFFOLD BUILDER	AD	\$29.05		\$8.72
LABORER - TAMPER	AD	\$28.45		\$8.82
MECHANICAL SYSTEMS SERVICE TECH- HVAC SYSTEMS	AD	\$50.27		\$23.99
MILLWRIGHT	AD	\$37.65		\$14.86
PAINTER-INDUSTRIAL	AD	\$34.30		\$14.78
PILEDRIIVER	AD	\$35.62	037	\$14.10
PLASTERER - MIXER	AD	\$24.00		\$0.92
PLUMBER	AD	\$48.00		\$21.17
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$29.91	037	\$11.60
POWER EQUIPMENT OPERATOR - CRANE	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$34.56	017	\$13.98
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$27.38	037	\$11.60
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$36.30		\$14.05
RESILIENT FLOOR	AD	\$33.34		\$14.40
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$45.37		\$23.48
STEAMFITTER/PIPEFITTER	AD	\$50.27		\$23.99
TILE & TERRAZZO FINISHER	AD	\$27.68	037	\$11.83
TILE & TERRAZZO MECHANIC	AD	\$33.41	037	\$12.87

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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 \$250,000 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 25% 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>

## ATTACHMENT C

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

INFORMATIONAL  
PURPOSES  
ONLY

**HOLIDAY SCHEDULE**  
**OFFICIAL LIST OF LEGAL HOLIDAYS**  
**CALENDAR YEAR 2024**

NEW YEAR'S DAY	MONDAY, JANUARY 1, 2024
MARTIN LUTHER KING DAY	MONDAY, JANUARY 15, 2024
PRESIDENTS' DAY	MONDAY, FEBRUARY 19, 2024
GOOD FRIDAY	FRIDAY, MARCH 29, 2024
MEMORIAL DAY	MONDAY, MAY 27, 2024
JUNETEENTH	WEDNESDAY, JUNE 19, 2024
INDEPENDENCE DAY	THURSDAY, JULY 4, 2024
LABOR DAY	MONDAY, SEPTEMBER 2, 2024
COLUMBUS DAY	MONDAY, OCTOBER 14, 2024
ELECTION DAY	TUESDAY, NOVEMBER 5, 2024
VETERANS' DAY	WEDNESDAY, NOVEMBER 11, 2024
THANKSGIVING DAY	THURSDAY, NOVEMBER 28, 2024
DAY AFTER THANKSGIVING	FRIDAY, NOVEMBER 29, 2024
CHRISTMAS DAY	WEDNESDAY, DECEMBER 25, 2024

**ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID**

I hereby affirm that:

1. I am the \_\_\_\_\_ and the authorized representative of the firm of  
(Title)

\_\_\_\_\_ whose address  
(Name of Corporation)

is \_\_\_\_\_  
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have been pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

\_\_\_\_\_

\_\_\_\_\_

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to Calvert County Government of Public Works and to the Attorney General pursuant to Sections 16-201, et. Seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provides certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)



**BID BOND**  
(5% of Contract Value)

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_, a corporation organized  
and existing under the laws of the State of Maryland and authorized to do business in the State of Maryland,  
as Surety, are held and firmly bound unto Board of County Commissioners of Calvert County, Maryland, as  
Obligee, in the full and just sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly  
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by those presents.

WHEREAS, the said Principal is herewith submitting its Bid proposal for ITB \_\_\_\_\_  
\_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be given Notice of Intent  
to be awarded the Contract, the said Principal will, within the time required, give good and sufficient Bonds  
to secure the performance of the terms and conditions of the Contract and enter into an Agreement, then  
this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the full amount of  
this Bid Security.

Signed, Sealed, and Delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Attest:

PRINCIPAL

\_\_\_\_\_/s/  
Witness

By: \_\_\_\_\_/s/  
President/Owner  
(SEAL)

SURETY

\_\_\_\_\_/s/  
Witness

By: \_\_\_\_\_/s/  
Attorney-in-Fact  
(SEAL)

NOTES: Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the  
authority of the Attorney-in-Fact to act on behalf of the corporation.

If the Contractor is a Partnership, all partners shall execute the bond.

Surety companies executing bonds must appear in the U.S. Department of the Treasury's most  
current Bond List (Circular 570 as amended). Bond amounts are subject to the underwriting  
limitation listed in the most recent Circular 570.

**LABOR AND MATERIALMEN'S BOND**

PAYMENT BOND  
(100% OF Contract Value)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held and  
firmly bound unto Board of County Commissioners of Calvert County, Maryland, in the penal sum of  
\_\_\_\_\_ dollars for payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by presents.

The Condition of the Obligation is such, that whereas the principal entered into a certain contract,  
hereto attached, with Board of County Commissioners of Calvert County, Maryland  
dated \_\_\_\_\_ for \_\_\_\_\_.

Now therefore, if the principal shall promptly make payment to all persons supplying labor and  
materials in the prosecution of the work provided for in said contract, and any and all duly authorized  
modifications to the surety being hereby waived, then this obligation to be voided; otherwise to remain in full  
force and virtue.

In witness whereof, the above-bounded parties have executed this instrument under their several  
seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name of corporate seal of each corporate party  
thereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its  
governing body.

In presence of:

\_\_\_\_\_  
(WITNESS) BY \_\_\_\_\_ (SEAL)  
(PRINCIPAL)

\_\_\_\_\_  
(WITNESS) BY \_\_\_\_\_ (SEAL)  
(CORPORATE SURETY)

**PERFORMANCE BOND**  
(100% of Contract Value)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held and  
firmly bound unto Board of County Commissioners of Calvert County, Maryland, in the penal sum of  
\_\_\_\_\_ dollars for payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,  
jointly and severally, firmly by presents.

The Condition of the Obligation is such that whereas the Principal entered into a certain contract, hereto  
attached, with Board of County Commissioners of Calvert County, Maryland dated \_\_\_\_\_  
for \_\_\_\_\_.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants,  
terms, conditions, and agreements of said Contract during the original terms of said Contract and any extension  
thereof that may be granted by Board of County Commissioners of Calvert County, Maryland with or without  
notice to the surety, and during the life of any guarantee required under the contract, and shall also well and  
truly perform and fulfill all the undertakings, covenant terms, conditions and agreements of any and all duly  
authorized modification of said Contract that may hereafter be made, notice of which modifications to the surety  
being hereby waived; then, this obligation to be voided; otherwise to remain in full force and virtue.

In witness whereof, the above-bounded parties have executed this instrument under their several seals  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate seal of each corporate  
party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to  
authority of its governing body.

IN THE PRESENCE OF:

\_\_\_\_\_  
(WITNESS) BY \_\_\_\_\_ (SEAL)  
(PRINCIPAL)

\_\_\_\_\_  
(WITNESS) BY \_\_\_\_\_ (SEAL)  
(CORPORATE SURETY)

**STATE OF MARYLAND  
CALVERT COUNTY**

**SUBCONTRACTOR'S AND SUPPLIER'S PARTIAL RELEASE AND WAIVER OF LIEN**

**TO:** The Board of County Commissioners of Calvert County, Maryland  
Attention: Procurement Office  
Courthouse, 175 Main Street  
Prince Frederick, Maryland 20678

The undersigned being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Company Name)

which is a Subcontractor/Supplier whom entered into a subcontract dated \_\_\_\_\_, with

\_\_\_\_\_  
(Contractor)  
relating to the furnishing of materials, labor and/or equipment for work performed in accordance with  
Contract # \_\_\_\_\_ (hereinafter "Contract") for Board of County Commissioners of  
Calvert County, Maryland (hereinafter, "Calvert County Government").

Subcontractor/Supplier acknowledges the timely receipt of \$\_\_\_\_\_ in consideration of, and  
as partial payment, less retainage, if applicable, for any and all labor, services, supplies, materials,  
equipment, or other work furnished by the sub-contractor/supplier up to \_\_\_\_\_ the date of  
\_\_\_\_\_ on the above-described premises, improvements in with the  
subcontract/purchase order and related extra work or change orders thereto.

Subcontractor/Supplier certifies that the above sum does not include any consideration or payments for work  
or debt incurred on any other premises, improvements or contract, or any consideration for payment or  
antecedent debts of any kind to any company or individual. Subcontractor/Supplier further certifies in  
consideration and receipt of payment of the above sum for work performed through the indicated period,  
that Subcontractor/Supplier hereby waives, remises, releases and forever discharges Calvert County  
Government from any and all rights, demands, claims, liens or rights to lien of whatsoever nature or  
character which said Subcontractor/Supplier now has or ever had against Calvert County Government and  
their successor and assigns, which have arisen or may arise out of or incidental to work undertaken or  
done under or in connection with the Subcontract/Purchase Order and related extra work or change orders  
thereto, up to the date of \_\_\_\_\_. No action or inaction by Calvert County Government  
subsequent to the date this Partial Release and Waiver of Lien is executed shall void or diminish the effect  
of this release.

Subcontractor further certifies that all charges for labor, materials, supplies, equipment, lands, licenses,  
laborers, mechanics, suppliers, subcontractors or others, or other expenses for which Calvert County  
Government might be sued or for which a lien might be filed, have been fully satisfied and paid, and in  
consideration of payment hereunder hereby waives, for itself, its subcontractors, materialmen,  
successors and assigns, all claim and lien rights arising out of performance of the Subcontract/Purchase  
Order and related extra work or change orders thereto during the indicated period. Subcontractor/Supplier  
certifies that no laborers, mechanics, suppliers, materialmen or subcontractors, this  
Subcontractor/Supplier, or others, are or shall be entitled to assert any rights, demands, claims, liens or

rights to lien against the above described premises, improvements, contract, Calvert County Government on the above-described Contract and related extra work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it shall defend, indemnify and save harmless Calvert County Government from and against all liens, suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, subcontractors, this Subcontractor/Supplier, or others, filed against Calvert County Government of the building, structures, additions or improvements constructed under the above described Contract or arising out of the Subcontractor's or Supplier's work or any extra work or change orders thereto through the indicated period. Subcontractor/Supplier specifically agrees that it shall pay to Calvert County Government all costs, including reasonable attorney's fees, incurred because or in defense of any such suits, actions claims or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any other federal, state or local taxes or fees incurred by him in the course of his business, and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed for or in connection with any material, appliances, machinery, fixtures or furnishings placed upon or installed in the aforesaid premises.

IN WITNESS WHEREOF, the Subcontractor/Supplier has executed this receipt, Partial Release and Waiver of Lien this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires \_\_\_\_\_

**STATE OF MARYLAND  
CALVERT COUNTY**

**SUBCONTRACTOR'S AND SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN**

**TO:** The Board of County Commissioners of Calvert County, Maryland  
Attention: Procurement Office  
Courthouse, 175 Main Street  
Prince Frederick, Maryland 20678

The undersigned being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Company Name)

which is a Subcontractor/Supplier whom entered into a subcontract dated \_\_\_\_\_, with

\_\_\_\_\_  
(Contractor)  
relating to the furnishing of materials, labor and/or equipment for work performed in accordance with  
Contract # \_\_\_\_\_ (hereinafter "Contract) for Board of County Commissioners of Calvert County,  
Maryland (hereinafter, "Calvert County Government")

Subcontractor/Supplier hereby waives, remises, releases and forever discharges Calvert County Government from any and all rights, demands, claims, liens or rights to lien of whatsoever nature of character which said Subcontractor/Supplier now has or ever had against Calvert County Government and their successor and assigns, which has arisen or may arise out of or incidental to the work undertaken during the performance of referenced Contract and done under or in connection with the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier further certifies that all charges for labor, materials, supplies, equipment, lands, licenses, laborers, mechanics, suppliers, materialmen or Subcontractors, or others, or expenses for which Calvert County Government might be sued or for which a lien might be filed, have been fully satisfied and paid, and hereby waives, for itself, its Subcontractors, materialmen, successors and assigns all lien rights arising out of performance of the Subcontract/Purchase Order and related extra work or change orders thereto.

Subcontractor/Supplier hereby specifically agrees that it shall defend and save harmless Calvert County Government from and against all suits, actions, claims or demands of the above described laborers, mechanics, materialmen, suppliers, Subcontractors or others, filed against Calvert County Government of the building, structure, additions or improvements constructed under the above described Contract or arising out of the Subcontractor's or Supplier's work and any extra work or change orders thereto. Subcontractor/Supplier specifically agrees that it shall pay to Calvert County Government all costs, including reasonable attorney's fees incurred because, or in defense of, any such suits, actions, claim or demands.

Subcontractor/Supplier further certifies that he is complying with all laws, regulations, and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to employment of laborers by him, and any other business and further, that no chattel mortgage, conditional Bill of Sale or Retention of Title Agreement has been given or executed for any material, appliances, machinery, fixtures or furnishings placed upon installed in accordance with aforesaid Contract.

Subcontractor/Supplier acknowledges that nothing herein or in any related documents shall be deemed to have caused to waive any rights of Calvert County Government under the prime Contractor the Subcontract/Purchase Order, including without limitation all warranties, guarantees or other remedy provided by law by the manufacturer or required by the aforementioned document(s).

IN WITNESS WHEREOF, the Subcontractor/Supplier has executed this receipt, Final Release and Waiver of Lien this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC SIGNATURE AND SEAL)

My commission expires \_\_\_\_\_

## **AGREEMENT**

This Agreement made this Choose an item. day of Choose an item. in the year Choose an item., by and between

hereinafter called the Contractor, and Board of County Commissioners of Calvert County, Maryland.

WHEREAS, the Contract for **ITB 2025-001**  
**Calvert Pines Senior Center Renovation**

**at the pricing as shown on page 2.1 and 22.2** subject to the following documents which form the Contract and are as fully a part of the Contract as if thereto attached or hereinafter repeated and are termed the Contract Documents:

NOTICE TO CONTRACTORS

BID FORM

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

CONTRACTOR REFERENCES

GENERAL PROVISIONS OF BID AND CONTRACT

SUPPLEMENTAL PROVISIONS OF BID AND CONTRACT

ATTACHMENT A – BUILDING PERMITS

ATTACHMENT B – LOW VOLTAGE PLANS

ATTACHMENT C – INFORMATIONAL WAGE RATES

HOLIDAY SCHEDULE

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

BID BOND

LABOR AND MATERIALMEN'S BOND

PERFORMANCE BOND

SUBCONTRACTOR'S AND SUPPLIERS PARTIAL RELEASE AND WAIVER OF LIEN

SUBCONTRACTOR'S AND SUPPLIER'S FINAL RELEASE AND WAIVER OF LIEN

MILESTONE SCHEDULE WITH A START DATE TO BE DETERMINED AFTER ISSUANCE OF NOTICE TO PROCEED AND PRECONSTRUCTION CONFERENCE MILESTONE SCHEDULE SHALL INCLUDE THE FOLLOWING AS MILESTONES: 1) START DATE – NTP; 2) CONTRACTOR'S CPM SHOWING EACH AREA AND THE PLANNED TASKS; 3) BUILDING FINAL

PORTFOLIO OF SIMILAR PROJECTS COMPLETED OVER THE LAST TEN (10) YEARS

CONTACT INFORMATION FOR FIVE (5) PROJECTS WITHIN THE LAST FIVE (5) YEARS



STAFFING SCHEDULE FOR THE PROJECT SHOWING PROJECT SUPERVISOR, ASSISTANT PROJECT SUPERVISOR, SUPERINTENDENT, ASSISTANT SUPERINTENDENT, SAFETY MANAGER, QA/QC MANAGER. THE SAME PERSON MAY PERFORM MULTIPLE ROLES.

MAJOR SUBCONTRACTORS: 1) MECHANICAL; 2) ELECTRICAL; 3) PLUMBING; 4) MASONRY; 5) FRAMING/DRYWALL; 6) ROOFING; 7) CONCRETE; 8) FLOORING; AND, 9) DEMOLITION

SAFETY OPERATING PROCEDURES (SAFETY MANUAL)

QA/QC STANDARDS AND PROCEDURES WITH EXAMPLES OF PREVIOUS PROJECT TRACKING LOGS

PROJECT ADMINISTRATION STANDARDS: 1) SOFTWARE USED; AND 2) TRACKING OF RFIs, SUBMITTALS, MATERIALS, AND POTENTIAL CHANGE ORDERS (PCOs) TO INCLUDE SAMPLE FORMS

CONTRACTOR'S PROJECT TEAM WITH RESUMES, INCLUDING FIVE (5) PROJECTS FOR EACH TEAM MEMBER

EXAMPLE OF SUPERINTENDENT'S SIX (6) WEEK SCHEDULE.

EXAMPLE OF SUPERINTENDENT'S DAILY LOG.

COPIES OF CONTRACTOR'S EMPLOYEES' CERTIFICATE OF COMPLETION OF OSHA 10-HOUR OUTREACH TRAINING PROGRAM FOR CONSTRUCTION.

AGREEMENT

CONTRACT DRAWINGS (UNDER SEPARATE COVER)

AND WHEREAS, the Contract has recently been awarded to the Contractor by Board of County Commissioners of Calvert County, Maryland at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal Contract should be executed by and between the Contractor and Board of County Commissioners of Calvert County, Maryland evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with Board of County Commissioners of Calvert County, Maryland that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said Contract Documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said Contract Documents, or the terms of said award;

And Board of County Commissioners of Calvert County, Maryland does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said Contract Documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents, or the terms of said award.

IN WITNESS WHEREOF, said \_\_\_\_\_ and Board of  
County Commissioners of Calvert County, Maryland have caused these presents to be signed by their  
respective responsible officers.

CONTRACTOR NAME

AUTHORIZED CONTRACT  
REPRESENTATIVE

\_\_\_\_\_  
TITLE

SIGNATURE

WITNESS

\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF CALVERT COUNTY \_\_\_\_\_  
(SEAL)

WITNESS

\_\_\_\_\_

APPROVED FOR LEGAL  
SUFFICIENCY ON \_\_\_\_\_  
BY:

\_\_\_\_\_  
COUNTY ATTORNEY