



HARFORD COUNTY MARYLAND DEPARTMENT OF PROCUREMENT

INVITATION FOR BIDS

BID NUMBER:	26-096
BID TITLE:	WELCOME ONE SHELTER RENOVATIONS
PROCUREMENT AGENT:	Karen Post 410-638-3550 kmpost@harfordcountymd.gov
PRE-BID MEETING:	Date July 22, 2026, at 9:00 AM EST Place 1 st Floor Conference Room Address: 220 South Main Street, Bel Air, MD 21014
Site walk is required before bidding.	
QUESTIONS DUE DATE AND TIME:	August 5, 2026, no later than 1:00 PM EST Questions must be submitted via Euna Procurement.
BID DUE DATE AND TIME:	August 26, 2026, 1:00 PM EST
INSURANCE REQUIREMENT:	New Construction / Large Scale Renovations – Builder's Risk Required
PREQUALIFICATION REQUIREMENT:	Prequalification(s) are required: E1 - Buildings – Construction or E2 – Buildings - Remodeling
BID DEPOSIT REQUIREMENT:	Bid Deposit is required
BONDING REQUIREMENT:	Performance Bond is required Payment Bond is required Maintenance Bond is required
TIMELY DELIVERY OF SOLICITATION DOCUMENTS:	Bids must be received prior to the bid due date and time. Accepted bids will be publicly opened at 2:00PM via the Webex link https://harfordcountygovernment.webex.com/harfordcountygovernment/j.php?MTID=mef3a06e36fd6f2a9f5d4597b0c76b236 on the bid board via the Harford County Procurement webpage, (please see attached Notice to Potential Bidders). Euna Procurement information is posted on the Harford County Bid Board. Bids will not be accepted after the due date and time.
DELIVERY METHODS:	Must be entered into Euna Procurement by 1:00 PM of the date due.

BIDS WILL NOT BE ACCEPTED AFTER THE DUE DATE & TIME

Minority, Disadvantaged, Women, Small and Veteran Owned Business Enterprises are encouraged to respond to solicitations. The Maryland Department of Transportation website, www.mdot.maryland.gov/newMDOT/MBE/Index.html, provides important information, including certification, workshops, and other valuable resources to suppliers

Robert G. Cassilly
County Executive

Spencer Ebann
Director of Procurement

HARFORD COUNTY PROCUREMENT

220 S. MAIN STREET, BEL AIR, MD 21014

www.harfordcountymd.gov 410.638.3550

INVITATION FOR BIDS
BID NO. 25-096
WELCOME ONE SHELTER RENOVATIONS

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Technical Specifications (Dated: May 27, 2026, prepared by FWA)

Note: There will be a link provided for technical specifications download **Page 1-470**
PERMIT/ BID /CONSTRUCTION PLAN SET: (to be printed on 24” x 36” paper)

Note: There will be a link provided for drawing download **Sheets T1.0 – P9 (approved permit stamped set 5/27/2026)**

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

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS:

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

- a) All bids are to be submitted in accordance with forms for this purpose, which are available on our website.
- b) Bids will not be accepted after the bid due date and time.
- c) Additional information or clarification of any of the instructions or information contained herein must be obtained from the Department of Procurement.
- d) Should any bidder find discrepancy in the plans or specifications or should the bidder be in doubt as to their meaning or intent of any part thereof, the bidder must prior to bid submission, request clarification from the assigned Procurement Agent, who will issue an addendum or otherwise clarify the matter. Every request for such interpretation should be sent via the Bonfire portal to the assigned Procurement Agent and marked "Request for Clarification". The request must be received on or before the due date for questions. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the Contract Documents. All addenda issued during the time for bidding shall form a part of the Contract requirements and shall be considered by the bidders in preparing their bids. Failure of any bidder to receive any addendum or interpretation shall not relieve such bidder from any obligation under their bid as submitted.
- e) The County will assume no responsibility for oral communications. All official correspondence in regard to the specifications shall be directed to and will be issued by the assigned Procurement Agent in writing.
- f) Oral bids or modifications of bids will not be acceptable.
- g) Bids must be entered by the Bidder. When an unincorporated business is a bidder, the agent who signs the business name to the bids shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of the State the corporation is chartered and the names and titles of the officer having the authority under the bylaws to sign contract. Anyone signing the bid as agent must file with it legal evidence of his authority to do so. Post office address, County and State, and telephone number must be given after the signature of the person signing the bid.
- h) Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Bids will not be accepted after the due date and time. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the bidder.

- i) For all bid items, including contingency, allowance, optional, extra work, and unit-price items, bidders shall provide pricing that reasonably reflects the actual cost of performing the work if ordered by the County. The County may reject as non-responsive any bid containing nominal, token, or materially unbalanced pricing that does not bear a reasonable relationship to the anticipated cost of performance.

All bid prices submitted shall constitute firm prices for performance of the corresponding work if requested by the County during the contract term. By submitting a bid, the bidder acknowledges that it will be obligated to perform any awarded work item at the price bid if directed by the County. Failure or refusal to perform work at the bid price may constitute a default under the contract.

The County reserves the right to require a bidder to substantiate any pricing that appears nominal, unbalanced, or otherwise unreasonable and may reject any bid for which the bidder fails to provide satisfactory justification.

2. AWARD OF CONTRACT:

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

3. TAXES:

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

4. INSURANCE:

Please see attached Insurance Requirements in the Bid Specifications.

5. RESERVATIONS:

- a) The County reserves the right to reject any or all bids or parts of bids when, in its judgment, the public interest will be served thereby.
- b) The County, with the approval of the County Attorney, may waive informalities and irregularities in bids (Sec. 41-24 Procurement Law) as the interest of the County may require.
- c) The County may reject a bid as non-responsive if the unit prices bid are mathematically or materially unbalanced.
- d) Interpretation of Quantities in Bid Schedule: The quantities appearing in the prepared bid schedule are approximate only and are prepared for the canvassing of bids. Payment to the Bidder will be made only for the actual quantities of items

furnished in accordance with the Contract and it is understood that the scheduled quantities of items to be furnished may be increased, diminished or omitted without in any way invalidating bid prices.

- e) The County may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased nor increase estimated maintenance and repair cost to the County.

6. DELIVERY:

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

7. COMPETITION, LITERATURE, SAMPLES:

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

8. DEVIATION FROM SPECIFICATIONS:

In addition to the above requirements, all deviations from the specifications must be submitted in detail by the bidder in writing, **PRIOR TO the due date for questions as noted on the cover page of this solicitation.** Harford County will review and respond to the requested deviation within five (5) business days of bid due date and an addendum will be issued if the deviation submission is approved. The bidder shall clearly indicate the product for which they are requesting approval with the associated specification section (if applicable)

and shall supply a product sample and/or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the submission request where applicable. The request must include supporting information/documentation to substantiate that the alternate material, method or work offered is, for the purpose intended, at least equivalent to that prescribed in the specifications in terms of suitability, strength, effectiveness, fire-resistance, durability, and safety. This may include testing criteria, manufacturers' data, history of a material's performance results, etc. Failure to submit the above information may be sufficient grounds for rejection of the deviation submission. Unless written approval for a specification deviation in the form of an addendum has been issued by Harford County, bidder will be held strictly accountable to Harford County for furnishing material, equipment, or services in full accordance with the specifications as written. Items furnished that do not meet the specifications may be rejected upon delivery to the County and returned to Vendor at Vendor's cost.

9. INSPECTION:

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

10. ERRORS IN EXTENSION:

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

11. BID DEPOSIT (if applicable):

- a) Bids must be accompanied by a Bid Bond or Certified Check in the amount of 5% Bid Price Total. If Bid surety will be Certified Check that Check must be received at 220 South Main Street, Bel Air, MD 21014 **PRIOR** to 1:00 p.m. on the bid due date utilizing the locker system in the main lobby. Bid surety not received by the 1:00 p.m. deadline will render the bid non-responsive.
- b) Bid Deposit of all but the three (3) lowest bidders will usually be returned immediately after determination of the order of bids. The Bid Deposits of the second and third bidders will be returned immediately following the execution of a contract by the determined low bidder.
- c) If no contract has been awarded within ninety (90) days of the bid opening, bid security will be returned upon the demand of the bidder.
- d) Where the specifications or instructions provide bond requirements, the check of the successful bidder will be returned upon execution of contract and receipt of Performance Payment and Maintenance Bonds, as required under Section 12 below.

12. BONDING INFORMATION (if applicable):

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

13. PERFORMANCE BOND (if applicable):

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

14. PAYMENT BOND (if applicable):

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

15. MAINTENANCE BOND (if applicable):

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

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

16. LAW AND REGULATIONS:

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

17. SITE VISIT (if applicable):

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

18. QUALIFICATION AND LICENSE:

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

19. FORM OF CONTRACT:

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

20. PREQUALIFICATION REQUIREMENTS (if applicable):

All Contractors must be fully prequalified by the County, in the appropriate category prior to the bid due date and time as a condition of bidding. Submission of a prequalification application alone does not constitute approval, and Contractors who have not been formally approved as prequalified by the deadline are not eligible to submit a bid, consistent with Harford County Code § 41-26(G)(2)(e). **Any bid submitted by a Contractor who is not properly prequalified at the time of submission will not be opened or considered.** It is the Contractor's responsibility to ensure its prequalification status is active and approved in advance; the County will not expedite, or guarantee review of applications submitted close to the bid deadline.

21. COOPERATIVE PURCHASING:

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter

schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

22. RECIPROCAL PREFERENCE FOR LOCAL BIDDERS:

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

23. HIRING OF ILLEGAL ALIENS PROHIBITED FOR PERFORMANCE OF COUNTY WORK:

- a) Harford County does not knowingly hire illegal aliens through direct employment or through its vendors, contractors, or their subcontractors or suppliers. Harford County expects its vendors, contractors and their subcontractors and suppliers to comply with all applicable federal, state and local laws, codes, rules and regulations concerning lawful entitlement to work in Harford County, the State of Maryland and the United States of America. Bidders shall be required to attest that they shall hire only individuals lawfully entitled to work in the United States of America for this contract.
- b) Compliance with the contractual requirement that contractors hire only individuals lawfully entitled to work in the United States of America is material to Harford County. Breach of this material contractual obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Harford County and any and all other damages for which a

contractor might be liable. Nothing herein shall require Harford County to elect to terminate a contract for default to the exclusion of any other remedy.

24. ELIGIBILITY OF CANDIDATES FOR EMPLOYMENT:

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

25. FUNDING OUT:

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

26. NO SMOKING POLICY:

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

27. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION:

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

28. QUOTE FORMS:

Quotes for projects or task orders resulting from the subsequent contract must contain the following statement if the Contractor is providing a quote using the Contractor's quote form:

This quote is subject to the terms and conditions of Harford County Contract No. ____, which cannot be changed or supplemented by anything contained herein unless expressly agreed to by the County via written Addendum.

29. EUNA PROCUREMENT REGISTRATION:

Contractors are required to register on Euna Procurement Portal (formerly Bonfire) at <https://www.harfordcountymd.gov/VendorRegistration>. This portal will allow contractors to receive notice of business opportunities and submit bids and proposals digitally. Registration is free and easy.

ENTITY NAME: _____

BID AFFIDAVIT

BID NO. 26-096

WELCOME ONE SHELTER RENOVATIONS

TO: Department of Procurement
Karen Post
Harford County, Maryland
220 South Main Street
Bel Air, Maryland 21014

From: _____

Basis of Award:

1. Contract award shall be made to the lowest responsive and responsible bidder. In addition to price, consideration may be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.
2. All bidders **must be** prequalified in all areas specified if applicable.
3. All bidders **must be** registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on

ENTITY NAME: _____

registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340.

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

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

4. All bidders **must be** in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.
5. **Award shall be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.**
6. Bid Checklist – Failure to meet requirements A-E below, may result in your bid being rejected as non-responsive (check the following):

A. We are in good standing with State and Local Governments. Yes__ No__
Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: _____

B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes__ No__ N/A__

Date of Certificate Expiration: _____

C. We are submitting the Bid Bond (if applicable). Yes__ No__ N/A__

D. We are submitting One (1) Original Bid Form. Yes__ No__

E. We acknowledge it is the bidder's responsibility to check Bonfire for any and all addenda. We have completed the Addendum Acknowledgement table below, and we further

ENTITY NAME: _____

understand that failure to complete this section may cause our
submittal to be deemed non-responsive.

Yes__ No__ N/A__

Addendum Acknowledgement	
Addendum No.	Date of Addendum

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

Acknowledgement/Initials: _____

ENTITY NAME: _____

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

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

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

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

ENTITY NAME: _____

BID/PROPOSAL AFFIDAVIT:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under the State Finance and Procurement Article of the Annotated Code of Maryland.

ENTITY NAME: _____

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business. If this does not apply/there are no exceptions, please state "None"):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities

ENTITY NAME: _____

with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension. If this does not apply/there are no exceptions, please state "None":

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification. If this does not apply/there are no exceptions, please state "None"):

ENTITY NAME: _____

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 14-103.1 of the Election Law Article of the Annotated Code of Maryland, which requires that every business that makes or has a single contract with a single governmental entity involving cumulative consideration of at least \$200,000 shall, within 15 days after award of the contract, file with the State Board of Elections certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Title 14 of the Election Law Article of the Annotated Code of Maryland, which requires that every person who enters into a single contract with the State of Maryland,

ENTITY NAME: _____

including its agencies or a political subdivision of the State, shall file with the State Board of Elections a statement complying with the requirements of §14-104(b) of the Election Law Article of the Annotated Code of Maryland.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

Name: _____

Address: _____

(If not applicable, so state).

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

ENTITY NAME: _____

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

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

I FURTHER AFFIRM THAT:

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

ENTITY NAME: _____

L. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

I FURTHER AFFIRM THAT:

I will warrant and, if requested, shall certify in writing that neither the above business nor any subcontractor or supplier thereto shall employ an illegal alien or any individual for this project while knowing the illegal alien or individual is not authorized to work within the United States of America or otherwise fail to comply with all requirements of the federal immigration and naturalization laws, including verification and record keeping requirements.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN): _____

ENTITY NAME: _____

The undersigned acknowledges they have read the Invitation for Bids and all Addenda including those posted on Bonfire and hereby submits the above Bid.

BID SUBMITTED BY:

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

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

Name: _____ Address: _____

Name: _____ Address: _____

ENTITY NAME: _____

BID NO. 26-096

WELCOME ONE SHELTER RENOVATIONS

Item No.	Description	Unit	Qty	Total Price
1	Interior demolition and construction renovations of the Welcome One Shelter Renovation.	Lump Sum	1	\$
Total Price – Base Bid				\$

ALLOWANCE: If the Allowance item or part of the allowance item is not used, the remaining amount will be credited off the total contract amount via change order. If the cost of the item exceeds the allowance amount, a change order will be processed for the additional cost.

Item No.	Description	Unit	Qty	Total Price
1	Allowance for unforeseen conditions, which may be encountered during construction.	Lump Sum	1	\$35,000.00
Total Price – Allowance				\$

Total Bid Price – (Base Bid + Allowance)				\$
--	--	--	--	----

After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in the Instructions, the award may be made to said Successful Bidder on any combination or all of its Base Bid Items, Allowance, for which the Owner determines funds will be available at the time of award.

**HARFORD COUNTY, MARYLAND
MAINTENANCE BOND**

Principal _____

Business Address of Principal _____

Surety: _____

Resident Agent's Name & Address

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

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

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

BY: Director of Administration
THRU: Director of Procurement

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

Date Bond Executed _____

Complete Description of Maintenance Agreement _____

Agreement Number _____

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

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

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

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

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

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

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

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

In Presence of: (Witness)

Individual Principal

_____ as to _____

In Presence of: (Witness)

Co-Partnership Principal

_____ as to _____

BY: _____

_____ as to _____

_____ as to _____

Attest:

Corporate Principal

_____ as to _____

BY: _____

President

Attest:

Surety:

_____ as to _____

BY: _____

TITLE: _____

Business Address of Surety _____

Bonding Agent's Name and Address:

**HARFORD COUNTY, MARYLAND
PAYMENT BOND**

Principal _____

Business Address of Principal _____

Surety

Resident Agent's Name & Address:

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

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

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

BY: Director of Administration
THRU: Director of Procurement

Bond Amount _____

Date Bond Executed: _____

Complete Description of Construction Contract

Contract Number: _____

Contract Amount: _____

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

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase
(Rev 03/07)

orders and other obligations.

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

In Presence of: (Witness)

Individual Principal

as to

In Presence of: (Witness)

Co-Partnership Principal

as to

By:

as to

as to

Attest

Corporate Principal

as to

By:

President

Attest

Surety

as to

By:

Title:

Business Address of Surety:

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

Bonding Agent's Name and Address:

HARFORD COUNTY, MARYLAND PERFORMANCE BOND

Principal _____

Business Address of Principal _____

Surety

Resident Agent's Name & Address:

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

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

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

BY: Director of Administration
THRU: Director of Procurement

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

Complete Description of Agreement _____

Agreement Number: _____

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

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

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

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

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement

or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

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

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

In Presence of: (Witness)	Individual Principal
_____ as to _____	_____
In Presence of: (Witness)	Co-Partnership Principal
_____ as to _____	By: _____
_____ as to _____	_____
_____ as to _____	_____
Attest	Corporate Principal
_____ as to _____	By: _____
	President
Attest	Surety
_____ as to _____	_____
	By: _____
	Title: _____
	Business Address of Surety:

Bonding Agent's Name and Address:	_____

HARFORD COUNTY CONSTRUCTION CONTRACT

CONTRACT NO.
INSERT TITLE

THIS CONTRACT made and entered into this _____ day of _____, 2026, by and between **HARFORD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, sometimes hereinafter referred to as "County," and **INSERT COMPANY NAME AND ADDRESS** sometimes hereinafter referred to as "Contractor."

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

WHEREAS, the County issued a formal Invitation for Bid ("IFB") to obtain bids from qualified contractors to construct the Project; and

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

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

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

SECTION I: CONTRACT DOCUMENTS

The contract between the County and the Contractor shall consist of this Harford County Construction Contract; and the following documents incorporated by reference: the approved plans and specification for the Project, the IFB and any documents referenced therein; and the following addenda to the IFB, including any document reference therein; **INSERT ADDENDA NUMBER AND DATE**; Contractor's Bid (including the Bid Form and Bid Affidavits), which is attached as Exhibit 1 and incorporated herein, (collectively referred to as the "Contract").

SECTION II: SCOPE OF WORK

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

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

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

SECTION III: TIME OF COMPLETION

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

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

SECTION IV: CONTRACT SUM

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

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

SECTION V: FUNDING OUT

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

SECTION VI: ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

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

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

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

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

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

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

SECTION VII: NON-COMPLETION

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

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

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

SECTION VIII: BONDS

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

SECTION XIX: GENERAL PROVISIONS

A. Non-Discrimination in Employment: The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

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

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

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

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

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

G. Written Notice:

All notices and correspondence hereunder shall be in writing and shall be deemed to have been duly given if: (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile and shall be addressed as follows:

CONTRACTOR: INSERT COMPANY NAME, ADDRESS AND CONTACT AND EMAIL ADDRESS

COUNTY: Harford County, Maryland
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attn:
Director, Department of Procurement
INSERT AGENT'S EMAIL ADDRESS

All invoices are to be sent to the user department at the following address:

INSERT USER DEPARTMENT INFORMATION
INCLUDE ADDRESS, CONTACT, AND CONTACT EMAIL ADDRESS

H. Rights and Remedies:

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

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

SECTION X: CLEANING UP

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

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

SECTION XI: SUBCONTRACTORS

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

B. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the work at the site. The term "sub-subcontractor" is referred to throughout the Contract as if singular in number and means a sub-subcontractor or an authorized representative thereof.

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

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

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

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

SECTION XII: SUBCONTRACTUAL RELATIONS

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

SECTION XIII: WORK BY COUNTY OR BY SEPARATE CONTRACTOR

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

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

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

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

E. If any part of the Contractor's work depends, for proper execution or results, upon the work of the County or any separate contractor, the Contractor shall, prior to

proceeding with the work, promptly report to the County any apparent discrepancies or defects.

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

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

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

SECTION XIV: INSPECTION

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

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

SECTION XV: ADDITIONAL WORK

No claim for extra work or materials not specifically provided by this Contract done by the Contractor will be allowed by the County unless such extra work or materials is ordered in writing. Verbal orders ordering more work or materials for the Project are ineffective and of no force and effect.

SECTION XVI: TIME EXTENSION

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

SECTION XVII: PROTECTION OF PERSONS OR PROPERTY

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

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

1. All employees on the work site and all other persons who may be affected thereby.

2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its sub-contractors or sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

E. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

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

G. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the County, its employees, directors, agents, and servants, for any damages or injury, whether to

any person or property, including injury or malady suffered by any agent, employee or servant of Contractor including any subcontractor or independent contractor of Contractor (collectively hereinafter "agent") resulting from or arising out of the Contractor's action or failure to act under this Contract unless said injury or damage results from the negligence of the County. Furthermore, Contractor agrees to adhere to all applicable and pertinent OSHA and MOSH rules, regulations and guidelines, to adhere to all Harford County ordinances, laws, rules, and regulations, and to follow and apply safe construction practices in order to promote and provide a safe working environment. Contractor agrees to indemnify and pay the County for any attorney fees incurred by the County in the defense of any claim against the County for an injury resulting from Contractor's negligent failure: (1) to provide a safe working environment; (2) to follow safe construction practices; (3) to inspect, supervise or review the job site, any construction activities or any plan or specification prepared by Contractor or his agent; or (4) to comply with any OSHA MOSH, or County ordinance, law, rule, or regulation. The Contractor agrees to pay all court costs and any settlement or judgement incurred by the County as a result of any such suit or claim.

SECTION XVIII: TERMINATION FOR CONVENIENCE

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

SECTION XIX: TERMINATION FOR CAUSE

A. If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract, then the County, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days' written notice, terminate the Contract of the Contractor and take possession of the site and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

B. If the unpaid balance of the contract sum exceeds the cost of finishing the work, including compensation for additional engineering services made necessary thereby, such

excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County.

SECTION XX: RETENTION OF RECORDS

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

SECTION XXI: COMPLIANCE WITH LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; and it further agrees to comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Contract.

This Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

SECTION XXII: CHANGE ORDERS

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

SECTION XXIII: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions, as amended, of this Contract and the design documents and any document referenced therein or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent. No terms contained in a proposal or purchase order submitted by Contractor relating to payment, termination or modification of this Contract, indemnification, claims, damages, disputes or governing law shall be effective unless agreed to by the parties in a change order executed pursuant to Section XXII, herein.

SECTION XXIV: SUSPENSION OF WORK

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

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

1. Non-salaried labor expenses;
2. Costs of materials;
3. Equipment costs; and
4. Costs of extended job-site overhead.

All costs claimed must be adequately documented by actual records maintained in the usual course of business.

SECTION XXV: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

SECTION XXVI: EXECUTION IN COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which will be considered an original instrument, but all of which together will be considered one and the same contract and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other(s). Counterparts shall be deemed valid if delivered electronically.

SECTION XXVII: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

SECTION XXXI: SURVIVAL OF TERMS

Any terms of the Contract relating to payment, indemnification and warranty shall survive the termination or expiration thereof.

SECTION XXXII: TARIFFS

Should any items increase in price due to the imposition of a tariff, after the renewal date of this Contract the Contractor may submit in writing to the County, a request for tariff adjustment that includes the item(s), the agreement cost of the items(s), and the amount of the increase due to the tariff. The Contractor shall also provide documentation showing the increase in price paid by the Contractor due to the tariff. The County shall deny the request if the documentation does not show a direct relationship between the requested increase and a tariff. Where the requested increase is, in the sole opinion of the County, significant, the County reserves the right to procure the item(s) from an alternative source offering a price at least ten percent (10%) below the requested price, if the tariff on an item returns to its pre-request level, the unit price in place prior to the tariff request shall be reinstated.

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

WITNESS/ATTEST:

NAME OF COMPANY

BY: _____

Signature

Print Name and Title

HARFORD COUNTY, MARYLAND

BY: _____

Director, Department of Procurement

Approved for form and legal sufficiency.

Approved for financial sufficiency.

Deputy County Attorney

Treasurer

Reviewed and Concur.

Director, Department of Public Works

Approved by the Board of Estimates the _____ day of _____ 2026.

This Contract was fully executed on the _____ day of _____ 2026.

GENERAL CONDITIONS
(Vertical Construction and Miscellaneous Projects)

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GC.1 DEFINITIONS

- 1) Contract/Contract Documents - The Contract Documents consist of the Harford County Construction Contract, the Invitation for Bids ("IFB") and all documents contained in the IFB including, but not limited to, General Conditions, Special Provisions, Specifications, Plans and other exhibits, and all other documents, including all modifications thereof incorporated in the documents before execution of the Harford County Construction Contract. These documents together form the Contract. The Contract may be amended from time to time by written agreement change order, duly authorized and executed by the parties hereto. The Contract Documents are intended to be complimentary and in case of a conflict, the more stringent shall apply. The Contract shall be made in and governed by the laws of the State of Maryland and Harford County.
- 2) Contractor or Successful Bidder - Each shall refer to the individual or company to whom the contract is awarded including all sub-contractors (builders, mechanics, architects and engineers, etc.).
- 3) County Director, Project Manager or Inspector - Each shall refer to the Harford County Director of Public Works or his/her authorized representative.
- 4) Architect or Engineer - The individual or firm responsible for the preparation of Plans and Specifications for the project.
- 5) Substantial Completion or Substantially Complete - The date certified by the County when all requirements of the Contract Documents are met, with the exception of minor punch list items, and when the owner can fully occupy and utilize the work for the use for which it is intended.
- 6) Conditional Acceptance - The date the County occupies all or a portion of the work when the entire project is not Substantially Complete.
- 7) Notice to Proceed date - The date authorized in writing by the County for the Contractor to begin work or the date established in the Special Provisions.
- 8) Contract Completion Date - The date when all work or a phase of the work, as defined by the Contract Documents, must be completed. This shall be either the Notice to Proceed date plus the number of days allowed in the Contract, or the date specified in the Special Provisions. This date may be revised by Change Order when a time extension is justified and approved. Separate phases of the project may have different Contract Completion Dates.
- 9) The word "day" shall mean calendar day unless revised in the Special Provisions.
- 10) Written Notice – shall include traditional mail services or email between the County and the Contractor's designated representative (assumed to be the Contractor's Project Manager unless otherwise specified by the Contractor).

GC.2 AUTHORITIES

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

GC.3 RESPONSIBILITY FOR COMPLETE PROJECT

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

GC.4 OBLIGATIONS AND LIABILITY OF CONTRACTOR

- 1) The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the County, and at the prices herein agreed upon.
- 2) All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.
- 3) Except for shutdowns as specified herein, or as may be determined necessary by the County, the existing facilities must be kept in service to the full extent of their capacity. Where any shutdowns on

the existing facilities may be required to build the new work, the Contractor shall schedule his operations at the convenience of the County.

- 4) The Contractor shall indemnify and save harmless the County, the Architect/Engineer and their respective officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the County, the Architect/Engineer or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Architect/Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Architect/Engineer and/or solely by the negligence or fault of the Architect/Engineer; and provided further, that the Contractor shall not be required to indemnify the County, his officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the County other than supervisory acts or omissions of the County in the work.
- 5) The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion. He shall in no way be relieved of his responsibility by any right of the County to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the County to give such permission or directions.
- 6) The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damage caused.
- 7) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.
- 8) Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the County therefore, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.
- 9) The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the work or his operations under the Contract including, but not limited to,

taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

GC.5 WORKMANSHIP

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

GC.6 CONTRACTOR SUPERVISION

- 1) The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the County in every possible way.
- 2) The Contractor shall designate a superintendent for the duration of the project subject to approval by the County. The County reserves the right to reject or remove, at any time during the project, any superintendent who is, in the County's opinion, unacceptable. The Contractor shall submit the name and qualifications of the superintendent for the County's approval at or before the pre-construction meeting.
- 3) The superintendent shall have full authority to execute the work without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required.
- 4) The superintendent shall not be removed or replaced without approval by the County.
- 5) The superintendent shall be present at all times when work is being performed. A designated foreman may act in the superintendent's brief absence as approved by the County.
- 6) The Contractor shall, at all times, have staff on-site who are able to communicate effectively with the County.

GC.7 PRE-CONSTRUCTION MEETING

- 1) A pre-construction meeting shall be scheduled prior to the start of construction, the date of which shall be determined by the County.
- 2) Location: A central site, convenient for all parties, shall be designated by the County.
- 3) Attendance:
 - a) County Representatives:

- i) Department of Procurement
 - ii) Department of Public Works
 - iii) Using Agency
- b) Architect or Engineer as appropriate
- c) Contractor
 - i) Contractor's superintendent
 - ii) Major subcontractors
- d) Others as deemed appropriate by Contractor or as requested by the County.

GC.8 PROGRESS MEETINGS

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

GC.9 PERMITS

- 1) The Contractor shall obtain or assist the County in obtaining all permits required in connection with the work. The Contractor shall file necessary plans, prepare documents, give proper notices and obtain necessary approvals for all permits associated with the project whether the permit was obtained by the County or the Contractor. The County shall pay all applicable permit fees.
- 2) The Contractor shall be responsible for complying with all applicable provisions of the permits.
- 3) The Contractor shall be responsible for closing out all permits and obtaining and the Certificate of Occupancy (where applicable) and shall deliver inspection and approval certificates to the County.

GC.10 TESTING AND CERTIFICATIONS:

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

GC.11 EQUAL OR APPROVED EQUAL (SUBSTITUTIONS)

- 1) Where any article is specified by proprietary name, trade name, and/or name of manufacturer, with or without the addition of such expressions as "or equal" or "or approved equal", it is to be understood that the article named or the quality thereof is intended to define the specifications for the article or material and it is distinctly understood (1) that the Director is to use his own judgment in determining from time to time, whether or not any article or thing proposed to be substituted as the equal of any specified article or thing is, in fact, equivalent; (2) that the decision of the Director on all questions of equality shall be final; and (3) that, in the event of any adverse decision of the Director, no claim shall be made or allowed against the County.
- 2) An offer of any article or material by the Contractor for an article or material differing from that specified may raise the presumption that it is for the purpose of saving money. If in such case, the article or material is approved, the County shall be given credit of the difference in the net cost to the Contractor of the article or material submitted and the price at which he could have obtained the lowest priced article or material specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer is made, and no article or materials will be considered without such figures.
- 3) If the Contractor proposes an innovative alternative product, the County may at its sole discretion share the cost savings commensurate with the benefit to the County.
- 4) The Contractor shall be solely responsible for any additional cost of incorporating the substituted article or material into the design and construction, including additional design effort or extra work and shall bear sole responsibility for providing to the County, for review, any shop drawings or other submittals required to incorporate the substituted article or material into the work.

GC.12 ACCESS TO WORK

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

GC.13 EXAMINATION OF WORK

- 1) All work including the fabrication and source of supply is subject to inspection by the County, the Architect/Engineer, and those agencies required by law to inspect specific items.
- 2) The Contractor shall furnish the County with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, including, where deemed necessary by the County, requiring the Contractor, at no additional cost, to uncover or take down portions of finished work.
- 3) Examination or inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract.

GC.14 SCHEDULE OF VALUES

- 1) At or before the pre-construction meeting, the Contractor shall submit to the County, a schedule of values of the various portions of the work; aggregating the total Contract Sum, prepared in such form and supported by such data to substantiate its correctness as the County may require. Each item in the schedule of values shall include its proper share of overhead and profit.
- 2) The schedule of values must be broken down in sufficient detail so that the County can easily determine the payment due for the work completed. In general, no item should be more than 10% of the total Contract price. Mobilization costs must include initial mobilization as well as demobilization and billing for initial mobilization should be balanced with project closeout tasks. Submissions that are front end loaded will be rejected.
- 3) This schedule of values, when approved by the County, shall be used as a basis for the Contractor's monthly estimates. No payments shall be made prior to having an approved schedule of values.

GC.15 PAYMENTS

- 1) The Contractor may submit applications for payments no more frequently than monthly.
- 2) Applications for payment shall be submitted on AIA 702 & 703 or equivalent unless otherwise approved by the County.

GC.16 PAYMENTS WITHHELD

- 1) The County may withhold the whole or part of any payment to such extent as may be necessary to protect the County from loss on account of:
 - a) Defective work not remedied.
 - b) A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - c) Reasonable indication that the work will not be completed within the Contract time.
 - d) Unsatisfactory prosecution of the work by the Contractor.
 - e) Improper storage of materials and equipment.
 - f) For shop drawing review for work beyond the second review.
 - g) Non-submission of project close-out documents including but not limited to permit approvals, as-built drawings, and O&M manuals.
 - h) Payment for inspection services for work beyond normal County working hours.
 - i) Noncompliance with provisions of the Contract.

GC.17 BACK CHARGES

- 1) Any charges owed by Contractor to the County (i.e. back charges) including, but not limited to, reimbursement for additional design services (such as submittal review), additional inspections by the County, or contract work performed by the County or the County's agent, shall be documented as a change order.

GC.18 WORKING HOURS

- 1) Normal County working hours are Monday through Friday, 7:00 A.M. to 3:00 P.M. excluding County Holidays. County holidays include:

New Year's Day
Dr. Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

- 2) All Contractor work shall be performed during normal County working hours unless approved by the County. Any requests to work during other than normal working hours must be made to the County at least 24 hours in advance (except for emergency situations).
- 3) The County may, at the County's sole discretion, back charge the Contractor for work performed by the County's Inspector during periods other than normal County working hours at the rate indicated in the Special Provisions. This shall not apply to work requested by the County or otherwise required in the Contract Documents.
- 4) The Contractor may request to work outside normal County working hours without a county inspector being present for work that can easily be inspected the following normal workday. This work must be coordinated in advance with the County Inspector.
- 5) The County has sole authority to approve or disapprove any such requests and to determine if the cost for the Inspector's work will be back charged to the Contractor.

GC.19 PROJECT SCHEDULE

- 1) The Contractor shall prepare, for approval by the County, a project schedule in the form of a Gantt or CPM chart. The schedule must identify all significant tasks and milestones and must clearly delineate start dates, completion dates, and dependencies between tasks. The schedule must include

submittal and review time, acquisition/fabrication times (especially for long lead items) and installation/construction times. The schedule must include adequate time for project close-out and punch list work.

- 2) To the extent feasible, activities related to a specific physical area of the project shall be grouped on the schedule for ease of understanding and simplification. The selection and number of activities shall be subject to the review of the County.
- 3) The Contractor shall submit his proposed schedule of work at the pre-construction meeting.
- 4) The schedule shall be updated on a monthly basis. Updates shall be submitted with requests for payment. Failure to update the schedule may result in rejection or delay of payment requests.

GC.20 TIME FOR COMPLETION

- 1) The time for completion shall begin on the date indicated on the Notice to Proceed and shall end on the expiration of the number of days set forth in the Contract or Special Provisions.
- 2) The rate of progress shall be such that the work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated.
- 3) It is agreed that the rate of progress herein required has been purposely made long enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents; and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the work within the stipulated time limit.
- 4) In the event of delays caused by acts of God, acts of Government, unforeseeable natural catastrophe, unforeseeable and unavoidable labor disputes, or other causes or contingencies clearly beyond the control or responsibility and without the fault or negligence of the Contractor, his subcontractors or suppliers, the Contractor may be entitled to additional time to perform and complete the work, provided that the Contractor shall within forty-eight (48) hours from the beginning of such delay notify the County in writing. Acts of God will be defined as events where a major disaster or emergency has been declared for the area where the work is commencing, by the Governor of Maryland.
- 5) The Contractor shall apply for any extension of time in writing, setting forth in detail the reasons and causes of delay including an estimate of the probable effect of such delay on the progress of the work. The Contractor shall submit his application for extension to the County not more than 20 days after the commencement of the delay; otherwise, the application for extension shall be waived.
- 6) Upon receipt of such application, the County shall review and evaluate the cause and extent of the delay. If, under the terms of the Contract, the delay is properly excusable, the County will, in writing, appropriately extend the time for completion of the work.

- 7) The Contractor agrees that he shall not have or assert any claim for, nor shall he be entitled to any additional compensation or damages on account of such delays. Contractor agrees that it shall not be entitled to extended home office overhead in the event of an extension of time.
- 8) Delays caused by the failure of the Contractor's material men, manufacturers, and dealers to furnish approved working drawings, materials, fixtures equipment, appliances, or other fittings on time or the failure of subcontractors to perform their work in conformity with the approved progress schedule shall not constitute a basis for extension of time.

GC.21 LIQUIDATED DAMAGES

- 1) It is hereby understood and mutually agreed, by and between the Contractor and the County that the time for completion as specified in the Contract is an essential condition of this Contract. It is further agreed that time is of the essence of each and every portion of this Contract.
- 2) The Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time for completion. It is expressly understood and agreed, by and between the Contractor and the County, that the time for completion, takes into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 3) If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part of consideration for the awarding of the Contract, to pay to the County the amount set forth in the Special Provisions for each calendar day or as otherwise described in the Special Provisions, past the date of Substantial Completion, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day or as otherwise described in the Project Requirements, that the Contractor shall be in fault after the time stipulated in the Contract for completing the work.
- 4) The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is agreed to be the amount of damages which the County would sustain and said amount shall be retained from time to time by the County from current periodical estimates.

GC.22 SUBMITTAL SCHEDULE

- 1) The Contractor shall prepare a complete Submittal Schedule - a detailed listing of submittals anticipated during the course of the Contract. The Submittal Schedule must be submitted at or before the pre-construction meeting.
- 2) The Contractor must coordinate his submittals with those of his subcontractors and suppliers and include the anticipated date for each submission by the Contractor and the anticipated return date from the County/Architect/Engineer.

- 3) For planning purposes, the County/Architect/Engineer will strive to return shop drawings within 15 working days after receipt. However, longer durations for review will not be considered a basis for a claim. It shall be the Contractor's responsibility to establish priorities when multiple submittals are made simultaneously. The Submittal Schedule must be coordinated with the Progress Schedule.

GC.23 SHOP DRAWINGS/SUBMITTALS

- 1) A maximum of three submissions of each shop drawing or submittal by the Contractor will be reviewed, checked, and commented upon without charge to the Contractor. The County may back charge the Contractor at a rate specified in the Special Provisions for any additional submissions which are required because of the Contractor's neglect or failure (1) to comply with the requirements of the Contract or (2) to make those modifications and/or corrections ordered by the County or the Architect/Engineer.
- 2) The approval of submittals shall not relieve the Contractor from his responsibility to furnish all materials and perform all work as required by the Contract Documents. Neither the County nor the Architect/Engineer will be responsible for errors or omissions on the drawings furnished by the Contractor, even though drawings furnished containing such errors are inadvertently approved.
- 3) This section shall apply to all submittals including close-out documents.

GC.24 FIELD ENGINEERING

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

GC.25 COUNTY'S RIGHT TO DO WORK

- 1) If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County may, after five days' written notice to the Contractor, without prejudice to any other remedy he may have, make good such deficiencies and may back charge the Contractor for the cost to perform the work. In situations where the work is needed because of safety or security reasons, no advance notice shall be required.
- 2) The amount charged to the Contractor shall be the actual cost to perform the work plus 20%, except when no notice is given due to safety or security reasons. In such cases, only the actual cost of the work will be charged.

GC.26 DELAY BY COUNTY

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

GC.27 EXISTING UTILITIES

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

GC.28 PROTECTION OF WORK, PROPERTY AND STRUCTURES

- 1) The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such may be directly due to errors in the Contract Documents or caused by agents or employees of the County. He shall adequately protect adjacent property as provided by law and the Contract Documents.
- 2) The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post suitable railings, barricades, detour signs, danger signals or danger signs, warning fence, etc., warning against the hazards created, open trenches, materials or supplies after delivery, and shall provide watchmen on the work by day or night, all as necessary for the public safety, and for the prevention of accidents. These precautions shall comply with the provision of all applicable safety regulations and/or as directed by the County.
- 3) The Contractor is cautioned that he must at all times maintain access to the existing facilities during the course of the work in a manner prescribed by the Contract Documents and in cooperation with Harford County.
- 4) The Contractor must keep the job site free from accumulation of waste material or rubbish caused by his operations.
- 5) The Contractor shall store equipment, materials, fuels, explosives, etc. in a manner and in locations complying with all safety regulations and he shall avoid interference with vehicular traffic traveling to the existing facilities, and he shall not endanger vehicles, personnel or employees of the County.
- 6) The Contractor shall, at his own expense, sustain in their place and protect from direct or indirect injury all equipment, pipes, poles, tracks, walls, buildings and other structures or property in the vicinity of his work, whether above or below the ground, within buildings or structures, or that may

appear in the trench. He shall at all times have sufficient quantity of timber and plank, chains, ropes, etc. on-site and shall use them as necessary for sheeting his excavation and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall take all risks attending the presence or proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his trenches or in the vicinity of his work, whether above or below the surface of the ground or within buildings or structures. He shall be responsible for all damages and assume all expenses for direct or indirect injury caused by his work, to any of them or to any person or property by reason of injury to them, whether or not such structures are shown on the drawings.

GC.29 CHANGES IN THE WORK

- 1) The County, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions; and the Contract sum and the Contract time will be adjusted accordingly. All such changes in the work shall be authorized by a properly authorized change order. All change orders must be approved by the Director of Procurement and, when necessary, the County Board of Estimates. No oral changes to this Contract shall be effective.
- 2) The Director, Project Manager or Inspector may issue a written notice to proceed for a change order, however no payment can be made until the formal Change Order is executed by the Director of Procurement. Upon issuance of a notice-to-proceed with a change order, the Contractor shall be solely responsible for any impact resulting from a delay in proceeding with the work.
 - a) The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:
 - i) Unit Prices, if any, as set forth in the Contract.
 - ii) Unit Prices as mutually agreed.
 - iii) Lump Sum as mutually agreed.
 - iv) Time and material as mutually agreed.
 - v) Time and Material Not-to-Exceed as mutually agreed.
 - vi) Other method as mutually agreed to be fair and reasonable.
- 3) The following allowances shall be the basis for estimating lump sum proposals or for time and material work.
 - a) LABOR. Wages of necessary day laborers and foreman actually employed on extra work, for such time as they are so employed plus 50 percent. This 50 percent shall include and cover all overhead, insurance, worker's compensation, fringe benefits, etc. Superintendent's time will not be allowed.

- b) MATERIALS. Actual purchase price, as paid by the Contractor, including any discounts, for materials actually incorporated into the extra work, to which cost shall be added an amount equal to fifteen 15 percent, plus the prevailing Maryland State Sales Tax.
 - c) EQUIPMENT. Equipment rates shall be negotiated based on current marketplace averages.
 - i) If the time of use is 3 days or less, figure hourly rates from the schedule of rates per day. If time of use is more than 3 days and less than 3 weeks, figure the hourly rate from the schedule of rates per week. If time of use is more than 3 weeks, figure the hourly rate from the schedule of rates per month. To compute hourly rate, use 8 hours per day, 40 hours per week, 176 hours per month.
 - d) SUBCONTRACTING. The direct cost of sub-contractor work shall be as determined using a), b), and c) above. The County will pay 10 percent overhead and profit to Contractor for sub-contract work. In the event that work is performed by a sub of a sub-contractor, the County will only allow a total of 10 percent to the Contractor.
 - e) Payment for extra work shall not include any allowance for the time of superintendents, timekeepers, or of any workmen or foremen not employed upon the extra work in question for a definitely and easily ascertainable period, nor the use, maintenance or repair of tools, nor for the maintenance, operation or repair of machinery, nor for the office accounting, engineering, or administrative expenses, indirect labor, nor for any rent, transportation, interest, depreciation or bonding cost or any other overhead, collateral or estimated expense, nor for any profit, all of which costs shall be deemed to be, and shall be, included in the allowance described in a), b), c) and d) above.
 - f) The Contractor shall provide documentation to the County when requested as the County deems necessary to adequately evaluate the cost of materials, equipment or manpower. The County may contact suppliers or employees directly to verify information provided by the Contractor.
- 4) ADDITIONAL TIME. The Contractor may request additional time for changes in the work, provided that it can be reasonably demonstrated that the change has an effect on the critical path. When appropriate, additional time may be granted for a specific item of work without changing the overall Time for Completion for the project or the associated Liquidated Damages. Additional time, if approved, will be incorporated in the Change Order document.
 - 5) All extra work shall be done as economically and expeditiously as possible, and under sufficient but not disproportionate supervision. Labor shall be furnished at the current rates and materials shall be charged at the lowest market prices. The County may, at its option, furnish any materials required for extra work and the Contractor shall not be entitled to any allowance or percentage on materials so furnished; and likewise the County may supply any necessary machinery or equipment, and the Contractor shall not be entitled to any allowance thereupon.
 - 6) The decision of the County shall be final and binding upon all questions relating to extra work.

- 7) All extra work properly authorized under this general condition shall be considered a part of the Contractor's responsibility and Contractor shall make satisfactory progress in its execution.

GC.30 CHANGES NOT TO AFFECT BONDS

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

GC.31 CHANGE DIRECTIVE

- 1) When the County and Contractor disagree on the terms of a change or perceived change to the work, the County may issue a Change Directive instructing the contractor to proceed with the work without delay. The Change Directive will contain a complete description of the change to the work. Upon issuance of a Change Directive, the Contractor shall be solely responsible for any impact resulting from a delay in proceeding with the work. The Contractor will be responsible for maintaining detailed records for time and material expended under the Change Directive. If a change is warranted, the time and material shall be paid in accordance with the guidelines stated in GC.29 Changes in the Work.

GC.32 CLAIMS FOR EXTRA WORK

- 1) If the Contractor shall claim compensation for any damage sustained by reason of the acts of the County, or any official or agent thereof, he shall, within 7 days after sustaining of such damage, make a written statement to the County of the nature of the damage sustained, and shall, within 21 days after the occurrence of the damage, file with the County, an itemized statement of the details, including the alleged cause and amount of such damage.
- 2) Whenever it shall appear to the Contractor that, due to the exigencies of the work, he is about to incur damage, owing to the neglect or refusal of the County to issue an extra work order or to any other cause whatever, he shall at once notify the County in writing, of such fact and state the nature of his possible claim, in order that the County may obtain necessary and authentic information to guide future consideration and action on such claim and unless the Contractor shall comply with this requirement, his claim for damage shall be forfeited and invalidated. Such notifications shall not take the place of, but shall be in addition to, written statement herein above required to be submitted within 7 days after the occurrence of and alleged cause for damage.
- 3) In any case where the Contractor deems extra compensation is due to him for work or materials not clearly covered in the Contract, or not ordered by the County as an extra, as defined herein, the Contractor shall notify the County in writing, of his claim for such extra compensation and receive the approval of the County before he begins the work on which he bases the claim. If such notification is not given, or the County is not afforded proper facilities by the Contractor for keeping strict account

of actual cost, then the Contractor is deemed to have waived the claim for such extra compensation and/or not have had a valid claim initially.

GC.33 DEFECTIVE WORK

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

GC.34 WARRANTY – MAINTENANCE PERIOD

- 1) Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with Contract requirements and free from defective or inferior materials, equipment, and workmanship for one year after the date of Substantial Completion by the County
- 2) If, within any guarantee period, the County finds that warranted work needs to be repaired or changed because of the use of materials, equipment, or workmanship which, in his opinion are inferior, defective, or not in accordance with the terms of the Contract, he will so inform the Contractor in writing and the Contractor shall promptly and without additional expense to the County:
 - a) Place in satisfactory condition all of such warranted work.
 - b) Satisfactorily correct all damages to equipment, the building or contents thereof, which is the result of such unsatisfactory warranted work; and
 - c) Satisfactorily correct any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been warranted under another contract.
 - d) Should the Contractor fail to correct deficient materials, equipment, or workmanship in accordance with the guarantee, the County may have such work performed at the expense of the Contractor as described in GC.25 County's Right to Do Work.
- 3) Any special warranties that may be required under the Contract shall be subject to the stipulations set forth herein, insofar as they do not conflict with the provisions of such special guarantees.

- 4) The Contractor shall obtain a transferable warranty of equipment, materials or installation thereof from each manufacturer, supplier or installer. In addition, the Contractor shall obtain and furnish to the County all information which is required in order to make any such warranty legally binding and effective, and shall submit both the information and the guarantee to the County in sufficient time to permit the County to meet any time limit requirements specified in the warranty or, if no time limit is specified, prior to completion and acceptance of all work under this Contract.
- 5) A one-year maintenance period for stormwater management (SWM) facilities shall start when the facility is approved by the Harford County Department of Public Works or other authority having jurisdiction (AHJ). The Contractor shall be responsible for obtaining approval of the SWM facilities from the (AHJ) and for scheduling the final inspection and obtaining final acceptance from the AHJ at the end of the maintenance period. The Contractor shall be responsible for all repairs required by the AHJ even if the final inspection occurs more than one year after approval.

GC.35 NO SMOKING

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

PROJECT CLOSEOUT

GC.36 SUBSTANTIAL COMPLETION

- 1) Upon determining that the work may be Substantially Complete, as defined by these Contract Documents, the Contractor shall submit the following to the County:
 - a) Written notice requesting an inspection and certifying that the work is, in the opinion of the Contractor, substantially complete.
 - b) Warranties, maintenance bonds, maintenance agreements, final certifications and any other documents required, by the Contract Documents, to be submitted upon Substantial Completion.
 - c) Any permits, certificates, or releases required to provide the County unrestricted use of the work and access to services and utilities including, but not limited to, certificates of occupancy and operating certificates.
 - d) Tools, spare parts, extra stock and any similar items which the Contractor is required to deliver to the County.
 - e) Written notice that final changeover of permanent locks has been completed and keys have been submitted to the County.
 - f) Documentation that start-up testing of systems has been successfully completed and a written certification that temporary facilities, construction tools and other materials not belonging to the County have been removed from the site.

- g) Operation and maintenance manuals (submittal of manuals shall precede training of County personnel).
- h) A certification that final cleaning has been completed.

GC.37 INSPECTION FOR SUBSTANTIAL COMPLETION

- 1) Upon receipt of a request for inspection and all documentation and submittals described in GC.36 Substantial Completion, the County shall schedule an inspection of the work. In the event the County finds, upon commencing the inspection, that the work is not Substantially Completed, the County may, at its discretion, terminate the inspection.
- 2) If the County determines, following inspection, that the work is Substantially Complete, as defined by these Contract Documents, the County shall prepare and issue a Certificate of Substantial Completion.
- 3) If work remains to be completed, the County shall provide a list to the Contractor showing all items of work that must be completed or corrected. The list of construction items to be completed or corrected shall be referred to as the punch list and shall be issued to the Contractor within 7 days of the inspection.
- 4) If the initial inspection is terminated by the County as described in section 1), above, the Contractor must request a re-inspection in writing at least seven days prior to the date of the re-inspection. For the first and subsequent re-inspections, the County may back charge the Contractor for costs incurred by the County for its inspectors and for any consulting architects/engineers required by the County to be present during the re-inspection.
- 5) In the event the Contractor wishes to request a waiver from one or more of the requirements included in GC.36 Substantial Completion, a written request shall be submitted to the County with a description of the requirement, an explanation of the reason why the requirement could not be met and a date by which the requirement will be met.

GC.38 CONDITIONAL ACCEPTANCE

- 1) The County, at its sole discretion, may issue a Certificate of Conditional Acceptance if it determines that one or more of the requirements in GC.36 Substantial Completion may be waived or deferred. The Certificate may include such conditions as the County deems necessary to ultimately fulfill all requirements.

GC.39 OPERATIONS AND MAINTENANCE MANUALS

- 1) Contractor shall organize operating and maintenance data into suitable sets of manageable size, bound, properly indexed and contained in individual heavy-duty 2-inch (maximum), 3-ring vinyl-covered binders with clear view panels on covers and spine, with pocket folders for folded sheet information. Binders shall be labeled on the front and spine of each binder as Operations and

Maintenance Manual, Project Title and Bid Number, Volume # of #. Contractor shall provide tabbed fly-leaf for each separate product or piece of equipment. Contractor shall provide two hard copy sets and one electronic set in PDF format unless otherwise directed.

- 2) The PDF set shall be identical to the hard copy (including all tabs or cover sheets) and shall be bookmarked identically to the hard copy table of contents. One separate PDF file shall be provided for each hard copy volume. To the greatest extent possible, all electronic documents shall be original PDF's, not scanned. [It is strongly recommended that the PDF set be created first and then the hard copy can be printed from the original PDF]
- 3) Content of Manual (as applicable)
 - a) Table of Contents
 - b) List of Subcontractors
 - c) Warranties
 - d) System Description and Sequence of Operation
 - e) Drawings
 - f) Installation Instructions
 - g) Operations and Maintenance Instructions
 - h) Maintenance Schedules or Tables
- 4) Table of Contents: A complete table of contents shall be inserted in the front of each volume.
- 5) List of Subcontractors: A complete list of subcontractors (including the general contractor) shall be inserted after the table of contents in each volume. Include the Company name and address and phone number, POC name(s) and phone number(s), and a description of the work items for which the sub-contractor is responsible.
- 6) Warranties: A copy of each warranty, and bond issued for the project shall be included in the first volume only – following the list of sub-contractors. Provide information sheets for County's personnel to use, listing properly.
- 7) System Description and Sequence of Operation: For each HVAC system and other complex systems, provide written text describing the various components of the system and a detailed sequence of operations. Provide balance reports and initial set point information.
- 8) Drawings: Supplement the System Description and Sequence of Operations with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, and control and flow diagrams. Coordinate drawings with information in project record documents to assure correct illustration of complete installation. Do not use project record documents as maintenance drawings.
- 9) Installation Instructions: Provide copies of the installation instructions provided by the manufacturer.

- 10) Operations and Maintenance (“O&M”) Instructions: Provide copies of the operations and maintenance instructions provided by the manufacturer. Provide product model numbers and serial numbers in the O&M Instructions or other appropriate place.
- 11) Maintenance Schedules or Tables: Provide summary schedules or tables for each system to include maintenance intervals, filter schedules indicating type, size and quantity of filters needed, and other similar information as appropriate to the system.
- 12) *Product Data: Do not include product data previously submitted unless needed to explain or illustrate the O&M procedures.*
- 13) Schedule for Submittal of Operations and Maintenance Manuals
 - a) At least 60 days prior to the Contract Completion Date; provide a detailed table of contents indicating all items to be included in the O&M manuals. Once approved, this will be the basis for the final O&M manuals.
 - b) At least 30 days prior to the Contract Completion Date; submit the first draft of the O&M manual in electronic format and one hard copy. Include all tabs and cover sheets. If the final section is not complete, provide a description of the missing information.
 - c) Final submission of the O&M manual must be made no later than 45 days after Substantial Completion.
 - d) The County may retain up to 5 percent of the total Contract amount in addition to the value of any unfinished work if the submittal schedule is not met and may hold that retainage until all closeout documents (any documents described in GC.36 – GC.42) are received.

GC.40 RECORD DRAWINGS (As-Built Drawings)

- 1) “Record Drawings” shall mean one or more sets of Contract Drawings and Shop Drawings marked only as necessary to show the actual locations of work as installed.
- 2) Record Drawings shall be protected from deterioration or loss and shall be maintained in a secure, fire-resistant location when not in use. The Contractor shall provide the County access to Record Drawings during normal working hours.
- 3) Where the actual installed location of work differs from the Contract Drawings, Contractor shall mark whichever drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, a cross-reference shall be recorded at the corresponding location on the Contract Drawings, giving particular attention to concealed elements that would be difficult to measure and record at a later date.
- 4) Record Drawings shall be marked using primarily a red erasable pencil. Other colors may be used to distinguish between variations in separate categories of the work.

- 5) Change Order numbers and Addendum numbers shall be marked on Record Drawings at appropriate locations.
- 6) Record Drawings must be submitted within 45 days of Substantial Completion.

GC.41 TRAINING

- 1) The Contractor shall arrange for each installer of equipment to meet with the County's personnel and provide instruction in proper operation and maintenance. In the event the County does not find the instruction provided by the installers acceptable or complete, Contractor shall arrange to have the manufacturers' representative(s) provide appropriate instruction. Topics shall, at a minimum, include the following as appropriate:
 - a) Maintenance manuals
 - b) Record documents
 - c) Spare parts and materials
 - d) Tools
 - e) Lubricants
 - f) Fuels
 - g) Identification systems
 - h) Control sequences
 - i) Hazards
 - j) Cleaning
 - k) Warranties and bonds
 - l) Maintenance agreements and similar continuing commitments
- 2) The Contractor shall demonstrate the following procedures as appropriate:
 - a) Start-up
 - b) Shutdown
 - c) Emergency operations
 - d) Noise and vibration adjustments
 - e) Safety procedures
 - f) Economy and efficiency adjustments
 - g) Effective energy utilization

GC.42 FINAL CLEANING

- 1) Cleaning: Contractor shall employ experienced workers or professional cleaners for final cleaning. Each surface or unit shall be cleaned to the condition expected in a normal, commercial building cleaning and maintenance program. Contractor shall comply with manufacturers' instructions regarding the use of cleaning solutions or substances.
- 2) Contractor shall complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
 - a) Remove temporary labels.

- b) Clean transparent materials, including mirrors and glass in doors and windows.
 - c) Remove glazing compound and other substances that are noticeable vision-obscuring materials.
 - d) Replace chipped or broken glass and other damaged transparent materials.
 - e) Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances.
 - f) Restore reflective surfaces to their original reflective condition.
 - g) Leave concrete floors broom clean.
 - h) Wax resilient floors.
 - i) Vacuum carpeted surfaces.
 - j) Shampoo carpets if substantial soiling has occurred prior to substantial completion, as directed by the County.
 - k) Wipe surfaces of mechanical and electrical equipment.
 - i) Remove excess lubrication and other substances.
 - ii) Clean plumbing fixtures to a sanitary condition.
 - iii) Clean light fixtures and lamps.
 - l) Clean the site, including landscape development areas, of rubbish, litter and other foreign substances.
 - m) Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
 - n) Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 - o) Contractors shall engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
 - p) Removal of Protection: Contractor shall remove temporary protection and facilities installed for protection of the work during construction.
- 3) Compliance: Contractor shall comply with all applicable County, State, Federal or other codes, rules or regulations creating safety standards for cleaning. Contractor shall not burn waste materials, bury debris or excess materials on County property or discharge volatile, harmful or dangerous materials into drainage systems. Contractor shall remove waste materials from the site and dispose of them in a lawful manner.

- 4) Where extra materials of value remaining after completion of associated work have become the County's property, Contractor shall arrange for disposition of these materials as directed.

Insurance Requirements
Harford County, Maryland

New and/or Large-Scale Construction

The coverage required below will not be limited by any other provisions in the contract documents or elsewhere. Contractor or Sub-Contractor must comply, and cause all sub-contractors of any level to comply, with the following insurance requirements:

Minimum limits required:

Commercial General Liability

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Damage to Premises Rented to You	\$500,000
Medical Expense Limit	\$10,000

ISO form CG 00 01 or equivalent

Aggregate limit to apply per project

Coverage must be on Occurrence form, covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all Subcontracts. "Claims Made" is not acceptable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Additional Insured Endorsement Form Required:

CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations)

AND

CG 20 37 Additional Insured-Owners, Lessees or Contractors (Products / Completed Operations)

No other forms are acceptable unless equivalent to CG 20 10 and CG 20 37. Both endorsements are required and edition date of 11-85; where available. If not available, then edition dates of 10-01 are acceptable.

Coverage may not exclude or limit coverage for:

- a) If applicable, coverage for work performed on single or multi-family housing (residential construction);
- b) Cross liability exclusions except Named Insured vs. Named Insured;
- c) Exclusions for the Contractor's scope of work;
- d) Explosion, Collapse and Underground;
- e) Contractual Liability (beyond standard ISO GL form).
- f) The Employer's Liability exclusion may not exclude coverage for an employee of "any" insured, only employees of a "Named" Insured.

Commercial Auto Liability

ISO form CA 00 01 or equivalent
\$1,000,000 Each Accident (bodily injury, death or property damage)

Includes owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor. This insurance shall also be endorsed to include coverage for claims under the Motor Carrier Act of 1980 (e.g., MCS-90 endorsement) resulting from the transportation of materials identified as hazardous during the performance of the work or services and ISO form CA 99 48 Pollution Liability for spills, upsets and overturns while in transport, where applicable.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

**Workers Compensation
Employers Liability Limits**

Statutory Benefits as required by law

Bodily Injury by Accident – Each Accident
Bodily Injury by Disease – Policy Limit
Bodily Injury by Disease – Each Employee

\$1,000,000
\$1,000,000
\$1,000,000

The policy (ies) shall include “other states” coverage. Coverage shall be provided by the Contractor whether or not such party utilizes some or all of its own employees, leased employees, temporary employees or other labor services, and shall include voluntary compensation coverage and, where the Contractor has leased employees, alternate employer endorsement, and occupational disease coverage shall be included for the injuries or claims thereunder of such employees.

Waiver of Subrogation endorsement in favor of Harford County, Maryland and its elected or appointed officials, related entities and employees.

Commercial Umbrella

Coverage to be as broad as primary including Additional Insured as required hereunder

Each Occurrence and in the Aggregate

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Providing Coverage following the form of the underlying Employers’ Liability, Commercial General Liability, and Commercial Automobile Liability Policies.

Additional Insured Entities:

Harford County, Maryland and its elected or appointed officials, related entities and employees must be named as Additional Insured

Third Party Crime (Client Coverage)

\$250,000 per occurrence
Policy to cover dishonest acts of Contractor’s employees, which result in a loss to the County.

Builders Risk Insurance

Contractor shall maintain builders risk insurance on an "All Risk" basis including theft, covering 100% of the entire project scope of work. Coverage shall be maintained continuously until final acceptance by Owner of the completed work. Coverage is to include the interests of Harford County, MD and its lenders, Subcontractors and Sub-subcontractors performing work in the project.

Such insurance shall be written to include the following coverage:

- Physical building including all below and above ground foundations, piping, water and sewer mains, excavation, backfilling, filling and grading, fixtures and machinery
- Architect fees and expenses
- Temporary structures and construction materials
- Debris Removal and Pollutant cleanup expenses
- Business Income
- Ordinance or Law including demolition and increased costs of construction
- Start up and testing
- Equipment breakdown
- Contract penalties
- Transit and on and off-site storage;
- Waiver of Subrogation in favor of Harford County, MD and its' elected or appointed officials, related entities and employees
- Agreed Amount basis; no coinsurance
- Soft costs and expediting expenses
- Ensuing loss from faulty workmanship, materials or error in design;
- False-work;
- Flood, including water damage and surface waters, sinkhole and collapse, and Earthquake
- Named Insured and Loss Payee wording included for Harford County, MD
- Labor cost reimbursement

The policy deductible shall not exceed \$25,000 unless approved in advance by Harford County, Maryland in its sole discretion. Contractor shall be responsible for payment of claims within the deductible or above the policy limits. Contractor's insurance shall be primary to any other insurance maintained by Harford County, Maryland at its' sole discretion and benefit.

Contractor's Property Insurance

Property Insurance must include:

Perils:

Deductible no higher than

Valuation:

Under no circumstances will Harford County, Maryland be liable for any loss or damage to any property.

All owned and rented equipment and tools, including employee tools, used for the work

Special Form perils including Theft

\$1,000

Replacement Cost

Contractor waives any claims and rights of recovery against Harford County, Maryland and its' elected or appointed officials, related entities and employees.

Contractor's Professional Liability

Contractor shall provide Professional Liability Errors & Omissions Insurance (including Technology Professional Liability Errors and Omissions, if applicable), appropriate to the Contractor's professional work to cover liability resulting from negligence in the performance of professional services.

\$500,000 Each Claim

\$500,000 Annual Aggregate

Limit to apply per project or have a limit dedicated solely to this project. This insurance shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the work and continuous coverage will be maintained or an Extended Reporting Period will be exercised throughout the statute of repose following final completion of the work.

ADDITIONAL REQUIREMENTS

1. All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted doing business in the State where the contract is to be performed.
2. Where applicable, all requirements in the Prime contract are required to be met in addition to these requirements. Where conflicts exist, the greater requirement shall apply.
3. General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained throughout the project and maintenance phases. Evidence of such insurance must be provided at inception of the contract, and annually thereafter during the project and maintenance phases.
4. All coverage required in this contract, with the exception of Workers' Compensation, must be primary and non-contributory to any insurance maintained by Harford County, Maryland. "Primary and non-contributory" in this clause means that Contractor or Sub-Contractor's policies must provide coverage before any other applicable policy of insurance, deductible or self-insured retention program maintained by Harford County, Maryland without seeking contribution from other insurance carried by Harford County, Maryland and its elected or appointed officials, related entities and employees.
5. The additional insured coverage shall apply to both ongoing and completed operations.
6. No deductible or self-insured retention shall apply to any insurance required hereunder without the express written consent of Harford County, Maryland. Should Harford County, Maryland agree to a deductible or self-insured retention, Contractor or Sub-Contractor agrees to be responsible for defense, including all claims and investigation expenses and any loss payments to the extent coverage would have been provided by the insurer had no deductible or self-insured retention applied to such insurance. Harford County, Maryland may provide express written consent for a deductible or self-insured retention at the County's discretion, if requested by the Contractor prior to any project work beginning.
7. Each policy must be endorsed to require at least 30-day notice of cancellation (10 days for non-payment of premium) to Harford County, Maryland. If, after reasonable effort, Contractor or Sub-Contractor is unable to secure such endorsement, Contractor or Sub-Contractor must provide Harford County, Maryland written notice of any cancellation within 3 working days of any written or oral notice of such cancellation.
8. Contractor or Sub-Contractor waives all rights against Harford County, Maryland to the extent of any insurance carried or required to be carried under this agreement. Policies of insurance must be endorsed, as needed, to provide such waivers. Such waivers will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Such waiver shall also apply to the extent that any deductible or self-insured retention applies to any such policy and to the extent that the insured party is underinsured.
9. These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract, except that the products and completed operations coverage under the Commercial General Liability and Pollution Legal Liability insurance and coverage under the Professional Liability insurance shall be maintained (or if applicable, an Extended Reporting Period shall be obtained) throughout the statute of repose, following final completion of the work.
10. Neither failure to monitor compliance with these requirements nor failure to identify a deficiency from evidence provided will be considered a waiver of such requirements.
11. Failure to obtain and to keep in force any of the required insurance coverage shall be deemed sufficient cause for termination of this contract for default.
12. Contractor or Sub-Contractor's liability shall not be limited to the limits of any required insurance.
13. Contractor or sub-contractor may at their own cost and expense obtain additional insurance to that which is required by the County under this Contract.
14. To the fullest extent permitted by law, the Contractor or Sub-Contractor agrees to indemnify and save harmless Harford County, Maryland, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the negligence or wrongful acts of the Contractor or Sub-Contractor (or any of their employees) or any person, firm or corporation (or any employees

- thereof) directly or indirectly employed or engaged by the Contractor or Sub-Contractor.
15. Harford County, Maryland shall not be liable for payment of any premiums under any required policies of insurance.
 16. Harford County, Maryland reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the request.
 17. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford County, Maryland and its elected or appointed officials, related entities and employees to be named additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of the Workers' Compensation, to any coverage or self-insurance program available to the County and shall include waiver of each insurer's rights of subrogation in favor of the County.
 18. All subcontractors will be required to comply with the above requirements and insurance coverage as well. It is the Contractor responsibility to obtain certificates from Subcontractors as evidence of compliance, and all shall include Harford County, Maryland and its elected or appointed officials, related entities and employees as an Additional Insured. However, limits required may be lower at the discretion of Harford County, Maryland or the Contractor.
 19. The contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
 20. The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.
 21. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor to comply with and qualify under said laws, the County shall be required at any time to pay any sum because any employee of Contractor or Subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.
 22. Evidence satisfactory to the County that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.
 23. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.
 24. In all cases, Certificates of Insurance shall be forwarded to the County. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.
 25. Contractor or Sub-Contractor shall give prompt notice to Harford County, Maryland in the event of any accident or occurrence on the premises or related in any way to this contract
 26. Limits required may be purchased in any combination of primary and excess to achieve the required total limits.

DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED

- a. Certificates of Insurance, Certificate Holder must read:
Harford County, Maryland
220 South Main Street
Bel Air, MD 21014
- b. Contract Number shall be referenced in the Description of Operations
- c. Copy of Additional Insured endorsement(s)
- d. Copy of Waiver of Subrogation endorsement on Workers Compensation policy

SPECIAL PROVISIONS

SP.1 SCOPE OF WORK

- A. This project is referred to as "**Welcome One Shelter Renovation**" and more specifically as Harford County Invitation for Bid No. 26-096. This facility is owned by Harford County, Maryland. Harford County is managing this construction project. All references to "County Property" shall include property and improvements.
- B. The Contractor shall furnish all materials and labor, equipment, tools, and other facilities and services, as required for completion of the project.
- C. The work to be performed under this contract is described in the specifications, provisions, plans, and drawings issued with the Invitation for Bid (IFB), any addendum to the IFB, and the Contract Agreement.
- D. The Contractor shall perform all work under this Contract in a diligent and workmanlike manner and shall exercise the degree of skill and expertise as is customarily employed by similar Contractors performing similar work
- E. Location of work: 1221 Brass Mill Road, Belcamp, MD 21017

SP.2 EXAMINATION OF SITE PRIOR TO BIDDING

The Contractor shall make a **mandatory visit** to the project site before bidding and determine all existing conditions and circumstances under which the work must be done. No changes will be permitted for work that could have been reasonably anticipated by a thorough site inspection prior to bidding on the project. **Any Bids submitted by Contractors which have failed to visit the project site will be considered NON-RESPONSIVE and bids will not be opened.**

The Contractor is strongly encouraged to attend the pre-bid meeting, after which there will be a site/building walk-through. **Any future visits must be pre-arranged** by contacting Drew White, Project Manager, direct phone #410-638-3547 X4011 or email at dtwhite@harfordcountymd.gov. All visits must be scheduled for no later than (5) working days prior to the bid date. A sign-in sheet will be kept by Drew White, Project Manager, as confirmation that the Contractor made the required project site visit. This list will be given to the assigned Procurement Agent (5) working days prior to bid date.

SP.3 ISSUANCE OF PLANS AND SPECIFICATIONS

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

SP.4 TIME FOR COMPLETION/ NOTICE TO PROCEED

Notice to Proceed for the “pre-construction phase” will be issued on the date the contract becomes fully executed. The pre-construction phase shall be no more than 45-calendar days and will be utilized by Contractor for submittals, shop drawings and mobilization.

Construction Notice to Proceed Date will be established at the Pre-Construction Meeting and shall be for a period 265 Calendar Days till Substantial Completion is issued by County. **For a TOTAL Combined Construction Period of 310 Calendar Days.**

Project completion date will be established at the pre-construction meeting and must be maintained by Contractor. If final completion has **not** occurred by the established final completion date, Liquidated Damages will be **restarted per calendar day** at the discretion of HC Capital Projects, regardless of whether substantial completion had previously been issued.

SP.5 CONTRACT DOCUMENTS

Contractor will be responsible for having the required Performance Bond, Payment Bond, Certificate of Insurance - including Builders Risk policy information (see Insurance Requirements pages 1 - 7) returned to Procurement within 10-business days after receipt from Procurement. **After 10-business days, if these items have not been submitted and accepted by Procurement, the countdown of calendar days for construction will begin.** *Insurance requirements will NOT be modified after bids are submitted.*

SP.6 DEVIATION FROM SPECIFICATIONS OF WELCOME ONE SHELTER

In addition to the above requirements, all deviations from the Welcome One Shelter building specifications must be submitted in detail in writing PRIOR to the bid due date. Harford County and the design engineer will review and respond to the requested deviation within five business days of bid due date, and an addendum will be issued if the proposed submission is approved. The bidder shall clearly indicate the product for which they are requesting approval with the associated specification section and shall supply a product sample and/or sufficient data to enable an intellectual comparison to be made with the particular brand or manufacturer specified. Catalog cut sheets and descriptive data shall be attached to the submission request where applicable. The request must include supporting documentation to substantiate that the alternate material, method or work offered is for the purpose intended, at least equivalent to that described in the specifications in terms of structural dimensions, strength, effectiveness, finishes, fire-resistance, durability, code compliance and safety. This may include testing criteria, manufactures data, history of a material's performance results, etc. Failure to submit the above information may be sufficient grounds for rejection of the deviation submission. Unless written approval for a specification deviation in the form of an addendum has been issued by Harford County, bidder will be held strictly

accountable to Harford County for furnishing materials, equipment, and services in full accordance with the specifications as written. Items furnished that do not meet the specifications will be rejected upon delivery to the county site and returned to Vendor at the Vendor's expense.

SP.7 LIQUIDATED DAMAGES

Liquidated damages for this project shall be **\$2,000 per calendar day** beyond the established Completion Date. Contractor shall refer to the requirements in the General Conditions, Project Closeout, GC.36 Substantial Completion and GC.37 Inspection for Substantial Completion relative to items required by Contractor upon determining that the work may be Substantially Complete.

SP.8 INTENT TO AWARD BID AND/OR ALLOWANCES:

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. The Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID ITEM plus Allowance, or with no Allowance. The Allowance item may be skipped or not awarded when there are no available funds.

SP.9 CORRESPONDENCE

All communications between the parties hereto relating to details, progress, and coordination of the work shall **only** be through the **HCG On-site Capital Projects Inspector (Jim Clark) or HCG Capital Projects Project Manager (Drew White)** and shall be deemed binding only when in writing.

SP.10 PUBLIC SAFETY

The existing shelter building will be occupied by staff. The construction site will not be occupied. Limit access to the construction site for people involved in the work. Construction personnel are not to access any areas of the existing building. The Contractor is responsible for posting warning devices, including temporary fencing and signage, to ensure a safe work area. Public safety is of utmost concern

SP.11 CLEAN-UP

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

SP.12 TEMPORARY FACILITIES & STAGING AREA

Contractor shall provide temporary facilities, including a job trailer for their use and at minimum of two (2) portable toilets and one hand washing station for use by their employees and/or subcontractors, and a dumpster for construction debris. Portable toilets and hand-washing stations MUST be serviced at a minimum once per week.

Contractor will provide a dumpster for construction debris. Construction staging area and material delivery storage areas were determined by HCDC and designated on the plans.

SP.13 CONSTRUCTION TRAILER SPECIFICATIONS

- The Contractor shall provide, deliver, install, and maintain a construction office trailer for the duration of the project (min 10' x 46')
- Trailer shall comply with all applicable building, accessibility, and safety requirements.
- Trailer should be weather-tight, climate-controlled (heating and air conditioning), and supplied with sufficient electrical outlets and lighting.
- Trailer shall be fully furnished, equipped with Wi-Fi access, and serviced/maintained by the Contractor as required.
- Trailer has (3) designated spaces: (1) for Contractor office and then (1) for HCG Inspector office with Bathroom and (1) meeting area space.
 - Dedicated enclosed office for the County/Owner's Inspector, min 80 sq ft.
 - Furnishings:
 - (1) Desk with ergonomic office chair
 - (1) Plan review table with stool
 - (1) Mini fridge stocked with bottled water or a plumbed water dispensing system with cups
 - Adequate electrical/data outlets for computers, printers, and communications.
 - Shared resources:
 - Networked printer/scanner/copier
 - Internet service and IT equipment for both Contractor and Inspector use
 - Adequate office supplies (paper, pens, markers, staplers, etc.)
 - Contractor will maintain the trailer in clean, safe, and operable condition for the duration of the project.
 - All office equipment and furniture shall remain in good working condition. Supplies (office paper, bottled water, etc.) shall be replenished as necessary by the contractor.

SP.14 HOURS OF OPERATION & SCHEDULING & PHASING

Construction hours will be 7:30 a.m. till 4:00 p.m. Monday through Friday, excluding County Holidays, as listed in the General Conditions. These hours will not change due to the existing shelter occupancy hours.

If access to the site is needed after the standard working hours listed above or during weekends, **the Contractor must request approval via email to the Harford County Project Manager and Inspector no less than 3-working days prior. Contractor will be notified if the request is approved or not.**

Contractor must have a designated superintendent on-site at all times during construction for the entire duration of the project and must be present at all times when work is being performed. (see item GC.6, page GC-5)

PRIOR to starting any work, the Contractor will present a proposed critical path work schedule to be reviewed and approved by the Architect, HCG Project Manager and Capital Projects On-site Inspector (Jim Clark Cell# 443-752-4001). This construction schedule shall be submitted by Contractor PRIOR to the start of Construction and must be updated monthly for review with each monthly application for payment, prior to payment being authorized.

SP.15 PERMIT AND PLANS REVIEW

1. Building Permit # BC-018556-2025, Demo Permit #BC-018932-2025– see attached plans review comments sheets included in the IFB Package for bid purposes. Exhibit E – Plans Review Comments
2. Contractor will be responsible for requesting code-compliant inspections from DILP during the construction process and for obtaining the Temporary Use and Occupancy Certificate and the Final Use and Occupancy Certificate once the project is complete.
3. Contractor will be responsible for verifying all Trades Permits have been applied for by licensed Harford County Contractors (Mechanical, Electrical, Low-Voltage, etc.) and for verifying all inspections have occurred for code compliance, including final inspections and permit closure for all trade permits.
4. Fire Protection: Modifications to the sprinkler systems shall be completed by a Maryland-licensed sprinkler contractor. Notifications of modifications to the sprinkler system shall be sent to the Fire Marshal's office, and the inspection shall be performed and approved by the Fire Marshal before receiving the U&O from Harford County.

SP.16 CONSTRUCTION PHOTOS

Contractor is responsible for pre-construction photos of existing site and building conditions before the start of the project, as well as photo documentation as work progresses from start of construction through completion. Photo uploads will be uploaded at minimum on a weekly basis. Photos shall be date-stamped and uploaded electronically onto Submittal Exchange.

SP.17 SUBMITTAL EXCHANGE

Contractor shall transmit each submittal to the Architect using the Submittal Exchange website, www.submittalexchange.com. The cost of Submittal Exchange services has been paid by the Owner. Please refer to Technical Specifications, Submittal Procedures, Division 01, Section 013300. Harford County will upload the project onto the Submittal Exchange before the start of construction. Contractor will be responsible for maintaining the correct documentation within this program.

SP.18 CONTRACTOR'S WARRANTY PERIOD

The General Contractor shall provide a construction warranty of **no less than two (2) years** from the date of Substantial Completion. This requirement supersedes any conflicting warranty durations indicated elsewhere in the contract documents for the Contractor. Warranty periods for equipment, products, and manufacturer-provided items shall be as specified in construction documents and shall commence on the date of Substantial Completion.

SP.19 LONG LEAD ITEMS

This item is defined within specification section 013300 Submittal Procedures and referenced within other specification sections. Contractor is responsible for submitting long-lead items for approval as soon as possible during the ***45-day pre-construction phase***.

SP.20 COORDINATION WITH LOW VOLTAGE

Contractor is responsible for providing all conduit and associated components for complete low voltage rough-in, including pull strings and bushings/rings, as required by the bid documents; see drawing notes on Architectural and Electrical Plans.

Coordination of the rough-in locations shall be coordinated by Contractor as a pre-installation meeting with Harford County Representatives and County's low-voltage vendor, Town Group, for the access control, security, data, and fire alarm systems to ensure all conduit systems are properly located and installed before cabling and device installation by Town Group.

Town Group (Edgewood, MD)

Contact: Garrett Porte

Office: (410) 515-3408

Cell: (443) 752-1506

SP.21 CLOSEOUT DOCUMENTS AND WARRANTIES

Prior to final payment and/or final retainer being issued to Contractor and **no more than 45 calendar days after Substantial Completion of project**, the Contractor will be required to submit all material and workmanship warranties (O & M Manuals), all closeout documentation and **original** signed/sealed Maintenance Bond. Contractor will be responsible for obtaining the Final Use and Occupancy Permit from the Harford County Department of Inspection, Licenses and Permits (DILP). The Contractor will be responsible for submitting Record Drawings (as-built drawings) for approval by the Architect and Capital Projects Inspector and Project Manager. Please refer to the General Conditions for SUBSTANTIAL COMPLETION / PROJECT CLOSEOUT requirements (Pg. GC-18).

GENERAL FEDERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

The following general federal provisions are a part of this Contract and do not require submittal of additional documentation, forms, reports, or certifications, except in unusual circumstances.

1. Interest of Members of Local Public Agency. No employee of Harford County (referred to herein as "the county"), who exercises any functions or responsibilities in connection with the approval or review in carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
2. Interest of Local Public Officials. No member of the governing body of Harford County, Maryland, and no other public official of the County who exercises any functions or responsibilities in the review or approval or the carrying out of the project or program to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
3. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share in or part of this Contract or to any benefit to arise there from.
4. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein, or any other interest which would conflict with the performance of this Contract and covenants that no person having any such interest shall be employed.
5. Subcontracts and Other Contracts. The Contractor will certify that all contracts with applicants, recipients, subcontractors, and consultants contain the applicable federal requirements.
6. Access to Records. The County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
7. Retention of Records. All required records pertinent to this Contract shall be retained by the Contractor for 4 years after final payment is made. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 4-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 4-year period, whichever is later.
8. Accessibility. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered as a result of this Contract and made available through federal financial assistance, shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8 Subpart A, Section 8.4 of the Fair Housing Amendments Act of 1988, and Section 303 of the Americans with Disabilities Act of 1990.

9. Lead-Based Paint Requirement. The Contractor and all subcontractors, vendors, and consultants shall comply with 24 CFR 35: Prohibition of Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard, when applicable to projects or programs resulting from this Contract.
10. Clean Air and Water Pollution. The Contractor and all subcontractors, vendors, and consultants shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C.et.seq.) and the Federal Water Pollution Control Act (33 U.S.C.125 et.seq.), as amended, when applicable to projects or programs resulting from this Contract.
11. Energy Conservation. The Contractor and all subcontractors, vendors, and consultants shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 Stat. 871).
12. Eligibility of Contractor and Exclusion of Entities Debarred from Federally Funded Contracts. The Contractor certifies that neither the Contractor nor any person or firm who has an interest in the Contractor's firm is ineligible to be awarded contracts utilizing federal funds. The Contractor shall refrain from entering into any contract or contract modification with an applicant, recipient, contractor, subcontractor, vendor, or consultant debarred from contracts funded in whole or in part with federal funds or from participation in HUD programs.
13. Lobbying Certification. In accordance with the Housing and Community Development Act of 19974, as amended, and with 24 CFR 570.303 of the Community Development Block Grant regulations, the Contractor certifies that:
 - a. no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract;
 - b. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative contract, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction; and
 - c. the Contractor will require that this language will be included in the award of contracts to all subcontractors, suppliers, and vendors related to this contract.
14. Submittal of Certifications, Forms, and Reports. The Contractor must complete and if applicable, require all subcontractors to complete all certifications, forms and reports specified in this Contract in a manner acceptable to the County. Interim and/or final payments may be withheld by the County pending receipt and approval by the County of these certifications, forms, and reports.

15. Drug-Free Work Place. The Contractor will provide a drug-free work place by:
- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's work place and specifying actions that will be taken against employees for violation of such prohibition;
 - b. establishing an ongoing drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the work place;
 - (2) the County's policy of maintaining a drug-free work place;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that may be available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the work place;
 - c. making it a requirement that each employee be engaged in the performance of the scope of services be given a copy of the statement required in Item 15 a;
 - d. notifying the employee in the statement required by Item 15.a that, as a condition of employment under the scope of services, the employee will:
 - (1) abide by terms of the statement; and
 - (2) notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the work place no later than five (5) calendar days after such conviction;
 - e. notifying the County in writing, within ten (10) days after receiving notice under Item 15.d.2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contractor, employer, or subcontractor on whose activity the convicted employee was working, unless the County has designated a central point for the receipt of such notices;
 - f. taking one of the following actions, within thirty (30) calendar days of receiving notice under Item 15.d.2., with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

- g. making a good faith effort to continue to maintain a drug-free work place through implementation of Items 15.a. through 15.f.

As part of the commitment to maintain a drug-free work place, the Contractor must insert in the following space the site(s) for the performance of work done in connection with this Contract.

Place of Performance _____

Street Address _____

City/State/Zip Code _____

Place of Performance _____

Street Address _____

City/State/Zip Code _____

<i>ORGANIZATION NAME</i>		<i>PR/AWARD NUMBER OF PROJECT NAME</i>	
<i>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</i>			
<i>SIGNATURE</i>		<i>DATE</i>	

Exhibit B

"General Decision Number: MD20260117 06/04/2026

State: Maryland

Construction Types: Building

Counties: Maryland Counties of
Harford

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	06/04/2026

SAMD2025-001 12/11/2025

	Rates	Fringes
BALANCING TECHNICIAN.....	\$ 32.17	11.69
BRICKLAYER.....	\$ 38.80	15.57
CARPENTER.....	\$ 35.89	14.60
CARPENTER - SHORING SCAFFOLD BUILDER.....	\$ 35.89	14.60
CARPET LAYER.....	\$ 35.10	15.33
COMMUNICATION INSTALLER TECHNICIAN.....	\$ 33.35	17.63
DRYWALL - SPACKLING, TAPING, & FINISHING.....	\$ 35.89	14.60
ELECTRICIAN.....	\$ 49.50	20.95
ELEVATOR MECHANIC.....	\$ 88.34	7.56
FIREPROOFER - BY HAND.....	\$ 17.00	2.24
FIREPROOFER - SPRAYER.....	\$ 29.70	7.48
FIRESTOPPER.....	\$ 30.21	10.68
GLAZIER.....	\$ 36.65	14.61
INSULATION WORKER.....	\$ 40.77	20.42
IRONWORKER - FENCE ERECTOR.....	\$ 48.25	21.11
IRONWORKER - ORNAMENTAL.....	\$ 39.30	27.14
IRONWORKER - REINFORCING.....	\$ 30.18	24.09
IRONWORKER - STRUCTURAL.....	\$ 37.60	27.13
LABORER - AIR TOOL OPERATOR.....	\$ 26.75	5.61
LABORER - ASPHALT PAVER.....	\$ 26.75	5.61
LABORER - ASPHALT RAKER.....	\$ 27.32	7.21
LABORER - BLASTER - DYNAMITE.....	\$ 26.75	5.61
LABORER - BURNER.....	\$ 26.75	5.61
LABORER - COMMON.....	\$ 27.32	7.21

LABORER - CONCRETE PUDDLER.....	\$ 27.32	7.21
LABORER - CONCRETE SURFACER.....	\$ 26.75	5.61
LABORER - CONCRETE TENDER.....	\$ 27.32	7.21
LABORER - CONCRETE VIBRATOR.....	\$ 27.32	7.21
LABORER - DENSITY GAUGE.....	\$ 27.32	7.21
LABORER - FIREPROOFER - MIXER.....	\$ 27.32	7.21
LABORER - FLAGGER.....	\$ 27.32	7.21
LABORER - GRADE CHECKER.....	\$ 27.32	7.21
LABORER - HAND ROLLER.....	\$ 27.32	7.21
LABORER - HAZARDOUS MATERIAL HANDLER.....	\$ 26.75	5.61
LABORER - JACKHAMMER.....	\$ 27.32	7.21
LABORER - LANDSCAPING.....	\$ 27.32	7.21
LABORER - LAYOUT.....	\$ 27.32	7.21
LABORER - LUTEMAN.....	\$ 27.32	7.21
LABORER - MASON TENDER.....	\$ 26.75	5.61
LABORER - MORTAR MIXER.....	\$ 27.32	7.21
LABORER - PIPELAYER.....	\$ 26.75	5.61
LABORER - PLASTERER - HANDLER.....	\$ 27.32	7.21
LABORER - SCAFFOLD BUILDER.....	\$ 26.75	5.61
LABORER - TAMPER.....	\$ 27.32	7.21
Mechanical Systems Service Tech- HVAC Systems.....	\$ 47.78	25.93
Mechanical Systems Service Tech- Refrigeration Systems.....	\$ 55.00	25.30
MILLWRIGHT.....	\$ 39.50	17.52
PAINTER.....	\$ 29.16	12.01
PAINTER-INDUSTRIAL.....	\$ 36.37	16.21
PILEDRIVER.....	\$ 37.74	17.64
PLASTERER - MIXER.....	\$ 20.00	2.24
PLUMBER.....	\$ 47.78	25.93
POWER EQUIPMENT OPERATOR - BACKHOE.....	\$ 35.18	15.12
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER.....	\$ 33.23	15.12
POWER EQUIPMENT OPERATOR - BULLDOZER.....	\$ 35.18	15.12
POWER EQUIPMENT OPERATOR - CONCRETE PUMP.....	\$ 35.18	15.12
POWER EQUIPMENT OPERATOR - CRANE.....	\$ 42.00	19.10
POWER EQUIPMENT OPERATOR - CRANE - TOWER.....	\$ 42.00	19.10
POWER EQUIPMENT OPERATOR - DRILL - RIG.....	\$ 35.18	15.12
POWER EQUIPMENT OPERATOR - EXCAVATOR.....	\$ 35.13	11.53
POWER EQUIPMENT OPERATOR - FORKLIFT.....	\$ 35.18	15.12
POWER EQUIPMENT OPERATOR - LOADER.....	\$ 35.18	15.12
POWER EQUIPMENT OPERATOR - MECHANIC.....	\$ 37.24	15.12
POWER EQUIPMENT OPERATOR - ROLLER - EARTH.....	\$ 29.60	15.12
POWER EQUIPMENT OPERATOR - SKID STEER (Bobcat).....	\$ 33.23	15.12
POWER EQUIPMENT OPERATOR-VACUUM TRUCK.....	\$ 38.60	15.75
RESILIENT FLOOR.....	\$ 35.10	15.33
ROOFER/WATERPROOFER.....	\$ 34.76	14.91
SHEETMETAL WORKER (including metal roofing).....	\$ 50.92	24.61
STEAMFITTER/PIPEFITTER.....	\$ 47.78	25.93
STONE MASON.....	\$ 45.65	21.51
TILE & TERRAZZO FINISHER.....	\$ 28.85	12.85
TILE & TERRAZZO MECHANIC.....	\$ 34.34	14.50

TRUCK DRIVER - DUMP.....	\$ 26.25	7.60
TRUCK DRIVER - FLATBED.....	\$ 26.25	7.60
TRUCK DRIVER - LOWBOY.....	\$ 31.50	9.19

SAMD2025-002 03/10/2026

	Rates	Fringes
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT.....	\$ 33.10	14.05
SPRINKLERFITTER.....	\$ 45.85	28.23

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

U.S. Department of Labor

Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



EXHIBIT D

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

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☐	The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																																																																																																																																																																													
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.																																																																																																																																																																														



Harford County Government

Department of Inspections, Licenses and Permits

Date : **June 1, 2026**

Building Services Plan Review Comment Sheet

Permit Number: **BC-018556-2025**
 Job Address: **1221 BRASS MILL RD, BELCAMP, MD 21017**
 Work Description: **Interior renovations to welcome one center - convert office space-conference room into emergency she**
 Use Group: **B, Business** Construction Type: **Type IIB**
R-1, Residential
 Project Sq Ftg: **3,369** Building Stories: **1**
 Sprinkle System: **Sprinkler NFPA 13** Fire Alarm System: **Fire Detection System, NFPA 72**

The Harford County Department of Inspections, Licenses and Permits has completed a permit application review of the submitted documents and agency approval has been authorized for the above referenced project. The intent of this correspondence is not to cover all aspects of compliance with the codes enforced by the Department, but is meant to highlight requirements that the design professional in charge and /or owner may not have considered during the design of the project. The reviewer has highlighted or made comments regarding specifics of this project within this document and may have added redline notes on drawings and plans that were returned to the applicant or owner. Please take the time to thoroughly review all comments prior to commencing construction to avoid unnecessary delays.

The Harford County ePermit Center can be accessed online at all times to obtain further information on applicable agency approvals and to obtain up-to-date permit status information.

Failure by this Department to note a particular code requirements does not relieve the builder and/or owner of the responsibility to comply with ALL relevant sections of the following codes:

2021 International Building Code
 2021 International Energy Conservation Code
 2021 International Existing Building Code COMAR 09.12.58
 2023 National Electrical Code
 State of Maryland Accessibility Code COMAR 09.12.53

Accessibility

1. Floor coverings shall be firm, stable, slip resistance and permanently fixed mats shall be installed to reduce the amount of force needed for wheelchair mobility. See chapter 3 of the 2010 ADA accessibility standards for additional details.
2. All fixtures, dispensers, switches, outlets, thermostats and all other equipment and features requiring access for operation and or use shall be set within the following range. Minimum of 15 inches above the walking surface and not greater than 48 inches above the walking surface.
3. Installation and operation of washer and dryers shall comply with 2010 ADA requirements as outlined in sections 308, 309 and 611 as they pertain to approach, reach and equipment operation.
4. Restrooms or toilet compartments shall comply with ADA sections 304 Turning spaces and provide the necessary turning radius or T-shaped space. The area shall also comply with 604.3 as it relates to the 60" required clearance perpendicular from the side wall and the 56" clearance measured perpendicular from the rear wall of the water closet area.
5. Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.

MY DIRECT PHONE NUMBER IS (410) 638-3366
 220 SOUTH MAIN STREET/BEL AIR, MARYLAND 21014-3865
 General Information (410) 638-3000 (410) 879-2000
 Deaf TTY (410) 638-3086

Accessibility (Continued)

6. Thresholds at doorways shall not exceed 1/2 inch in height for exterior sliding doors or 3/4 inches for other types of doors. Raised thresholds and floor level changes at accessible doorways shall be beveled with a slope no greater than 1:2.
7. The following measurements shall be clear space around the water closet. 60 inches minimum measured perpendicular from the sidewall and 56 inches minimum perpendicular from the rear wall.
8. This project shall conform with the Maryland Accessibility Code, COMAR 09.12.53, and shall permit full accessibility to the structure and commonly used spaces to include, but not necessarily be limited to, parking, signage, sidewalk gradients, ramps, curb cuts, accessible routes, doors and hardware, hallways, restrooms, and dispensers and other controls. This project shall be constructed to the Code requirements, whether specifically indicated on the plans or not. This review does not address, nor acknowledge, compliance with Federal Law, the American with Disabilities Act.
9. Where permanent identification is provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door, 60 inches above the floor.
10. Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate.
11. Hardware required for accessible doors shall be mounted no higher than 48 inches above finished floor.
12. An 18-inch clear floor space shall be provided along the latch side of the accessible doors.
13. Doorways, to include restroom stall doors, shall have a minimum clear opening of 32 inches with the door open 90 degrees, measured between the face of the door and the opposite stop.
14. The minimum clear floor space to accommodate a wheelchair is 30 inches by 48 inches.
15. A shower spray unit with a hose at least 60 inches long (that can be used, both as a fixed shower head and as a hand-held shower) shall be provided.
16. The height of water closets shall be 17 inches to 19 inches measured to the top of the toilet seat.
17. Toilet paper dispensers shall be installed a maximum of 36 inches off the rear wall to the front of the dispenser. The height of the dispenser shall be 19 inches above the floor.
18. Grab bars for water closets shall be 36 inches minimum behind the water closet and 42 inches minimum along the side. If a 42-inch grab bar is used, it must be mounted 12 inches from the rear wall.
19. Grab bars shall be mounted 33 inches to 36 inches above the floor.
20. Lavatories shall be mounted with the rim or counter surface no higher than 34 inches above the finished floor. Provide a clearance of at least 29 inches above the finished floor to the bottom of the apron.
21. Mirrors shall be mounted with the bottom edge of the reflecting surface no higher than 40 inches above the finished floor.
22. Hot water and drain pipes under lavatories shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories.
23. A portion of the counter shall be accessible to the disabled patron. As such, this area shall be at least 36 inches wide, and be no more than 36 inches above the floor. Otherwise, equivalent facilitation shall be provided.

Egress

1. Minimum space for two doors in a series shall be 48", measured between edge of door opening into the room plus the width of the door swinging into the space.
2. Doors in the egress path or access pathway with delayed locks shall comply with sections 907.3.2 and 1010.1.9.7 which outlines the operation of the delayed mechanism and the sprinkler requirement for this type of door hardware.
3. The minimum and maximum door size, operation of various door types, hardware requirements and other door actions shall be in compliance with section 1010.
4. Exit lighting, emergency lighting and exit signs shall be operational during construction if building is occupied.
5. The minimum clear width of single swinging doors shall be 32". Double doors shall have one leaf meeting the 32" minimal requirement and be the operating passage door in this arrangement. Maximum width of a swinging door is 48" and the minimal clear door opening height shall be 80". For proper measuring techniques see section 1010 of the IBC.
6. FRT wood shall be a permitted use in type I and II construction if designed use meets the guidelines and restrictions as prescribed in section 603 of the IBC.
7. The locking and latching mechanisms on doors shall be installed in compliance with section 1010.1.9 of the IBC.
8. Illumination shall be provided along the path of travel for the exit discharge from each exit to the public way.
9. Emergency lighting shall be provided throughout the means of egress, to include interior and exterior stairways and ramps, exit passageways, exit discharge, vestibules used as exit discharge and exterior landings. The following equipment rooms shall also have emergency lighting electrical, fire pump and generator rooms along with rooms used as fire command rooms. All of the emergency lighting shall be capable of continued illumination for no less than 90 minutes.
10. An exit access shall not pass through a room that is subject to locking.
11. The means of egress shall be identified with approved exit signs, and when necessary, supplemented with directional exit signs indicating the direction and way of egress.
12. Door handles, pulls, latches, locks and other operating devices shall be installed 34" to 48" above the finished floor.
13. When a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length, measured in the direction of travel, of not less than 44 inches.
14. Egress doors shall swing in the direction of egress.
15. The floor or landing at each side of a door shall be at the same elevation.
16. Door thresholds shall not exceed 0.50 inches, except that thresholds for sliding doors shall not exceed 0.75 inches in height. Raised thresholds and floor level changes greater than 0.25 inches shall be beveled.
17. Exit doors shall be readily distinguishable from the adjacent construction such that the doors are easily recognizable as the means of egress.
18. Walking surfaces of the means of egress shall have a slip-resistant surface and be securely attached.

Fire Protection

Fire Protection

1. The existing sprinkler system shall be modified to accommodate the new layout. Modifications to the sprinkler system shall be completed by a Maryland licensed sprinkler contractor. Notification of modification to the sprinkler system shall be sent to the Fire Marshal's office and an inspection performed and approved by the fire marshal prior to receiving a U&O from Harford County.
2. An automatic sprinkler system shall be installed throughout this building in accordance with NFPA 13.

Fire Resistance Rated Construction

1. Openings in fire barriers shall comply with section 707, 707.6, section 716 and table 716.5 as they provide detailed information on doors, hardware, glazing and required fire ratings. Door installation in fire barriers are not limited to these sections of the code.
2. Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or other walls that require protected openings or penetrations require permanent identification markings to be located within 15 feet of ends of walls and at 30 foot intervals, as prescribed in section 703.7 of the IBC.
3. Fire partitions shall extend from the top of the foundation or floor/ceiling assembly below and be securely attached as specified in section 708.4 of the IBC.
4. During and after work is completed all existing types of fire separations smoke barriers, penetrations and shafts shall be in or returned to their original level of protection and in no situation shall a lower level of protection be installed or accepted without approval.
5. The integrity of the existing (rated) tenant separation walls shall be maintained. All penetrations shall be properly sealed with approved fire stopping materials in accordance with ASTM E814.
6. Fire barriers shall extend from the top of the floor/ceiling assembly below to the underside of the floor or roof slab or deck above, and shall be securely attached thereto. These walls shall be continuous through concealed spaces. The supporting construction shall be protected to afford the required fire-resistance rating of the fire barrier supported.
7. Fire and smoke dampers shall be provided with an approved means of access, large enough to permit inspection and maintenance operations. The access point(s) shall be permanently identified on the exterior by a label having letters not less than 0.5 inches in height.
8. All hardware utilized on fire rated doors (latching hardware, hinges, closing devices, etc) shall bear the appropriate label for the fire-rating of the door assembly.
9. All fire-rated doors shall be self-closing or automatic and shall be self-latching.
10. The construction supporting the fire partition shall be protected to afford the same fire-resistance rating as the fire partition.
11. All penetrations of rated (and non-rated) assemblies shall be protected by an approved penetration fire stop system as tested in accordance with ASTM E814.
12. Flexible ducts and air connectors shall not pass through any fire-resistance rated assembly. Flexible air connectors shall not pass through any wall, floor or ceiling.
13. Wood used in this structure is required to be of approved fire retardant lumber and must bear the seal of an approved treatment company. Topical treatments shall be approved by this office and the State Fire Marshal's Office prior to application.

General

General

1. Cold-formed steel framing to include structural and non-structural design shall be installed as outlined in section 2211 of the IBC.
2. This project will require a special inspection in accordance with Section 1705 of the Building Code. Certification of the fire-resistant penetrations for through penetrations, membrane penetration firestops, fire-resistant joint systems and perimeter fire barrier systems will be required. This certification shall be conducted by an approved agency per IBC Section 1705.
3. All interior finishes including but not limited to floor, wall and ceilings shall comply with chapter 8 of the IBC in its entirety as it summarizes various materials and trims used for interior finishes.
4. A swinging door shall have a clear opening of 32 inches in the width as measured with the door opened at 90 degrees and the measurement taken from the face of the door to the opposing door stop. In a door assembly with two leaves one leaf shall meet this sizing requirement without requiring the other leaf to open. The maximum width of a single swinging door leaf shall be 48 inches. Doors shall have a minimum opening height of 80 inches. For more information see section 1008.1.1 of the IBC.
5. Contractor and owner are responsible to understand and complete all required inspections and obtain all necessary permits for the various trades as related to this project prior to starting any work associated with the specific trade. This includes all inspections phases of building, energy, electrical, HVAC, plumbing and refrigerant lines and connections.
6. Showers and walls around tubs with shower heads shall have a nonabsorbent surface installed to a minimum height of 72 inches above the units drain outlet. All joints in wall panels and joint between tub or shower bases walls shall be sealed creating a water proof barrier.
7. Chapter 33 of the IBC and MOSH/OSHA requirements shall be in place and followed during construction.
8. All mechanical equipment and systems shall be installed, and maintained in accordance with the International Mechanical Code.
9. This project will require a special inspection in accordance with Chapter 17 of the 2021 International Building Code for Mastic and Intumescent fire -resistant coatings. Certification of the fire-resistant materials applied to the structural elements will be required. This certification shall be signed and sealed by the engineer of record.
10. Wall finishes shall comply with section 803 of the 2021 IBC and not exceed the standards for flame spread and smoke development. Walls and ceilings shall not exceed the requirements of section 803.13 and Table 803.13 as it relates to the spaces occupancy.
11. Floors in a restroom or bathing areas shall have a smooth hard nonabsorbent surface. Intersection of floors and walls in these areas shall have a non absorbent base a minimum of 4 inch up the wall.
12. During construction if design or alterations occur that are not outlined or addressed on the approved plans, revised plans shall be presented to this office prior to completing the alternative work.
13. Interior trim, moldings and decorations shall not exceed the flame spread and smoke development index as prescribed in section 806 of the IBC. Confirm in section 803.1.1 the interior and ceiling finishes allowed in this project based on type of construction.
14. A smooth hard non-absorbent vertical base shall be installed at the floor and wall junction extending from the floor up the wall a minimum of 4". Walls and partitions within 2 feet of service sinks, urinals and water closets shall have a smooth hard nonabsorbent surface that resist moisture penetration installed to a minimum height of 48 inches above the floor. Any grab bars, tissue dispensers or other accessories attached to or thru the area covered with the nonabsorbent materials shall be sealed to protect against moisture penetration.

General (Continued)

15. An inspection by the State Fire Marshal office must be performed prior to scheduling the building permit final inspection. Send an email to michael.hayden@maryland.gov to schedule this inspection. At the time of final building inspection please provide the building inspector with a copy of the approved Fire Marshal inspection report.
16. Installation of a new acoustical ceiling systems or repair/replacement of areas shall be installed to comply with section 808 of the IBC and according to the guidelines established in ASTM C 635 and ASTM C 636.
17. Installation of glass shall comply with section 2406 as it pertains to specific areas deemed hazardous.
18. Portions of this structure involving concrete construction shall comply with chapter 19 of the IBC and ACI 318 as amended in section 1905 of the IBC.
19. Separate permits must be obtained for the electrical, mechanical, plumbing and refrigerant lines associated with this building permit.
20. No work shall be concealed prior to the required inspection approvals.
21. The general notes are acknowledged and shall be adhered to during construction.
22. Address numbers shall be posted in accordance with Harford County Bill #94-47 prior to issuance of the Use & Occupancy Certificate. If this building/tenant space adjoins other structures or tenant spaces, then address numbers will be required on both the front and rear doors.
23. The integrity of the existing tenant separation walls shall be maintained. All penetrations shall be properly sealed. Tiles shall not be installed until the areas above the ceiling have been approved.
24. Grab bars, shower seats and dressing room benches shall be designed to resist a single concentrated load of 250 pounds applied at any point in any direction.
25. Occupiable and habitable spaces, and corridors, shall a ceiling height of not less than 7 feet, 6 inches.
26. The building occupants shall not be exposed to any unsafe conditions during the renovations. All required exits shall remain clear and be functional during times of occupancy.
27. A final inspection shall be scheduled with this office after all phases of the inspections process associated with this project including Building, MEP's Health, W&S and Fire Marshal have been completed and approved. A final Building inspection is required prior to occupying the work area or building associated with this permit.

Mechanical General Commercial

1. Restrooms shall be provided with ventilation as prescribed and in compliance with chapter 4 of the IMC either by natural or mechanical means.

Specific Commercial

1. All codes referenced in this report are described by code year and code name on the first page of this document.
2. Work being completed on an occupied structure is required to comply with the safeguards identified in chapter 33 of the IBC. These safeguards will be in-effect from staging equipment and materials thru demo, completion of new work and clean up at conclusion of project. This will include sanitary facilities, protection of pedestrians and adjoining properties, means of egress and other related safety features.

Specific Commercial (Continued)

3. IMPORTANT PROVIDE ALL CONTRACTORS A COPY OF THE PLAN REVIEW TO INSURE COMPLIANCE WITH CODE REQUIREMENTS AND SPECIAL REQUEST.

If you should have any questions about the above plan review comments, or should need any clarification, I can be reached at (410) 638-3366 between the hours of 7:30 am to 4:00 pm.

Sincerely,

Cody J. Davis

Cody Davis
Senior Plans Reviewer